CITY OF LEAWOOD GOVERNING BODY MEETING AGENDA

Monday, November 5, 2018
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:30 P.M.

OCTOBER 2018

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER 2018

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4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	

AGENDA

(This agenda is subject to changes, additions or deletions at the discretion of the City Council)

Mayor Peggy Dunn

Councilmembers

Ward One	Ward Two	Ward Three	Ward Four
Debra Filla	Jim Rawlings	Chuck Sipple	Julie Cain
Andrew Osman	Mary Larson	Lisa Harrison	James Azeltine

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. CITIZEN 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. It is not appropriate to use profanity or comment on pending litigation, municipal court matters or personnel issues. Comments about items that appear on the action agenda will be taken as each item is considered. CITIZENS ARE REQUESTED TO KEEP THEIR COMMENTS UNDER 5 MINUTES.

4. PROCLAMATIONS

Small Business Saturday, November 24, 2018

Turn your Porch Lights On, November 11, 2018

World Kindness Day, November 13, 2018

5. PRESENTATIONS/RECOGNITIONS

Certificate of Appreciation to Alice Hawk for 25 Years of Service On Leawood Historic Commission

6. SPECIAL BUSINESS

A. Ordinance No. 2911, authorizing and providing for the acquisition of lands or interests therein by condemnation for the 143rd Street Improvement Project between Windsor Lane and Kenneth Road [Project # 80129] **[ROLL CALL VOTE]**

B. Resolution No. 5061, adopting the 2019 Fee Schedule for fees not specifically provided for in the Code of the City of Leawood, 2000, [Code] in accordance with § 1-701 of the Code and rescinding Resolution No. 4861

If you require any accommodation (i.e. qualified interpreter, hearing assistance, etc.) in order to attend this meeting, please notify this office at 913.339.6700 or at www.leawood.org no later than 96 hours prior to the scheduled commencement of the meeting.

7. CONSENT AGENDA

Consent agenda items have been studied by the Governing Body and determined to be routine enough to be acted upon in a single motion. If a Councilmember requests a separate discussion on an item, it can be removed from the consent agenda for further consideration.

A. Accept Appropriation Ordinance Nos. 2018-41, 2018-42 and 2018-43

B. Accept minutes of the October 15, 2018 Governing Body meeting

C. Accept minutes of the October 15, 2018 Governing Body Work Session

D. Accept minutes of the September 13, 2018 Sustainability Advisory Board meeting

E. Accept minutes of the June 7, 2018 Leawood Foundation meeting

F. Accept minutes of the May 31, 2018 Ironhorse Golf Advisory Board meeting

G. Approve Massage Establishment License to Opulent Massage, located at 13160 State Line Road, in accordance with Code § 5-510

H. Approve Massage Establishment License to Bodywork by Jeni located at 8012 State Line Road, in accordance with Code § 5-510

I. Approve 4th and Final Pay Request in the amount of $10,025.10, to S & W Waterproofing, Inc., pertaining to the Leawood Justice Center parking deck repairs [Project # 74084]

J. Approve purchase in the amount of $32,050.00 to Turnn-Key Mobile, Inc., for the purchase of [10] Panasonic Win 10 Pro Computers and docking stations

K. Approve Change Order No. 3, in the amount of $57,212.46, to Kissick Construction for stormwater infrastructure repairs at 9800 Sagamore, 9820 Sagamore, and 2016 W. 95th Street, pertaining to the 2018 CMP Replacement Program [Project # 80255]

L. Approve Change Order No. 1, in the amount of $8,140.60, to K & W Underground, Inc., for installation of fiber optic connections at Fire Station No. 3, and Ironhorse Golf Course, located at 14801 Mission Road and 15400 Mission Road, respectively [Project # 76048]

M. Resolution calling for a Public Hearing to be heard on Monday, December 3, 2018, at 7:30 P.M., or as soon thereafter as may be heard, regarding amendments to the 2018 Fiscal Budget for the City of Leawood, Kansas

N. Resolution approving and authorizing the Mayor to execute a Reciprocal Investigation Interlocal Agreement between the City and the Eastern Kansas Multi-County Task Force to assist respective personnel in fire and explosion investigations

O. Resolution approving and authorizing the Mayor to execute a Professional Engineering Agreement in the amount of $225,155.00, between the City and Brungardt, Honomichl & Company, P.A., [BHC Rhodes], pertaining to the Lee Boulevard Improvement Project from 95th Street to 103rd Street [Project # 72066]

P. Resolution approving and authorizing the Mayor to execute an Interlocal Agreement between the City and Board of County Commissioners of Johnson County, Kansas [BOCC] pertaining to the Preliminary Engineering Study for the Stormwater Improvement Project North of I-435, between Mission Farms and Lee Boulevard from north of I-435 to South of 105th Street, [SMAC Project # IC-04-040] [Project # 73004]

Q. Resolution accepting a Temporary Construction Easement from Grantor DC Group 1, LLC, for property located at 14300 Kenneth Road, Tract 20, Lot 1, Camden Woods Subdivision, Third Plat, pertaining to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road [Project # 80129]

R. Resolution accepting a Permanent Storm Sewer Easement from Grantor DC Group 1, LLC, for property located at 14300 Kenneth Road, Tract 20, Lot 1, Camden Woods Subdivision, Third Plat, pertaining to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road [Project # 80129]

S. Resolution accepting a Temporary Construction Easement from Grantor Christ Community Evangelical Free Church, for property located on the northwest corner at 143rd Street and Kenneth Road, Tract 19, pertaining to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road [Project # 80129]

T. Resolution accepting a Permanent Utility Easement from Grantor Christ Community Evangelical Free Church, for property located on the northwest corner at 143rd Street and Kenneth Road, Tract 19, pertaining to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road [Project # 80129]

U. Resolution accepting a Permanent Storm Sewer Easement from Grantor Christ Community Evangelical Free Church, for property located on the northwest corner at 143rd Street and Kenneth Road, Tract 19, pertaining to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road [Project # 80129]

V. Resolution accepting a Deed of Dedication for Right-of-Way from Grantor Christ Community Evangelical Free Church, for property located on the northwest corner at 143rd Street and Kenneth Road, Tract 19, pertaining to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road [Project # 80129]

W. Resolution accepting a Permanent Utility Easement from Grantors Mark A. and Linda A. Blomeyer, for property located at 3520 W. 93rd Street, pertaining to the Mission Road Improvement Project between 84th Street and 95th Street [CARS Project # 72074]

X. Resolution accepting a Permanent Utility Easement from Grantors Robert M. Grabowski and Megan E. McDermott, for property located at 3537 W. 92nd Terrace, pertaining to the Mission Road Improvement Project between 84th Street and 95th Street [CARS Project # 72074]

Y. Resolution accepting a Permanent Utility Easement from Grantors Frank P. Begley Revocable Trust, for property located at 3539 W. 92nd Place, pertaining to the Mission Road Improvement Project between 84th Street and 95th Street [CARS Project # 72074]

Z. Resolution accepting a Deed of Dedication for Right-of-Way from Grantor Leawood Land Company, LLC, for property located on the southeast corner at 151st Street & Mission Road, pertaining to the Arterial Mill and Overlay Project [Project # 72068]

AA. Resolution accepting a Temporary Construction Easement from Grantor Leawood Land Company, LLC, for property located on the southeast corner at 151st Street & Mission Road, pertaining to the Arterial Mill and Overlay Project [Project # 72068]

BB. Resolution accepting a Permanent Utility Easement from Grantors Michael B. Field and Ann Christine Field, for property located at approximately 103rd & Mission Road, Leawood East Subdivision, Lot 7

CC. Resolution accepting a Temporary Construction Easement from Grantor Leawood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leawood South Subdivision, Area 3, Tract C-1, Tracts E & F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

DD. Resolution accepting a Temporary Construction Easement from Grantor Leawood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leawood South Subdivision, Area 1, Tract C-1, Tract F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

EE. Resolution accepting a Permanent Storm Sewer Easement from Grantor Leawood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leawood South Subdivision, Area 3, Tract C-1, Tracts E and F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

FF. Resolution accepting a Permanent Storm Sewer Easement from Grantor Leawood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leawood South Subdivision, Area 1, Tract C-1, Tract F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

GG. Resolution accepting a Permanent Storm Sewer Easement from Grantor Leawood South Townhouse Association, Inc., for property located at the southwest corner at the intersection of Condolea Drive and Overbrook Road, Leawood South Subdivision, Area 4, Tract F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

8. MAYOR'S REPORT

9. COUNCILMEMBERS' REPORT

Councilmember Filla – Request for extension of time line for Community Garden Task Force

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

13. OLD BUSINESS

14. OTHER BUSINESS

15. NEW BUSINESS

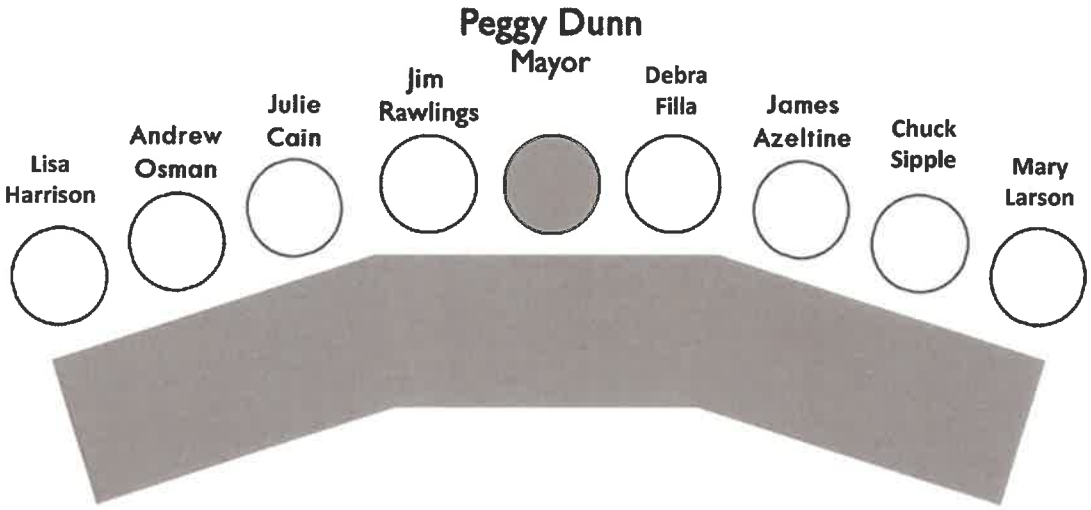
A. Schedule a Special Call Governing Body meeting on Monday, November 12, 2018 at 7:00 P.M., for a Public Meeting- residents' comments on possible relocation of former City Hall Building, from 9615 Lee Boulevard, to be located adjacent to current City Hall at 4800 Town Center Drive

B. Schedule a Governing Body Work Session on Monday, December 3, 2018, at 6:00 P.M., for Continued Discussion of Redevelopment Plan for 96th and Lee Boulevard *[Tentative]*

ADJOURN

The next regular meeting of the Leawood Governing Body will be
Monday, November 19, 2018

Mayor and City Council



Leawood operates under a Council/Mayor form of government, with a separately elected mayor and 8 council persons. Council members are elected on a non-partisan basis from 4 wards. The Council develops policies and provides direction for the professional city administration. Regular meetings of the Leawood City Council are held the first and third Mondays of each month beginning at 7:30 PM. Copies of the agenda are available at the Office of the City Clerk on the Friday prior to the meeting.

Number of Votes Required:
Non-zoning Ordinances: Majority of the members-elect of the City Council **[5]**
Charter Ordinances: 2/3 of members-elect of Governing Body **[6]**
Zoning Ordinances and other Planning Commission Recommendations:

- **Passage of Ordinances Subject to Protest Petition**: ¾ majority of members of Governing Body **[7]**
- **Approving Planning Commission Recommendation**: Majority of the members-elect of the City Council **[5]**
- **Remanding to Planning Commission**: Majority of the members-elect of the City Council **[5]**
- **Approving, Overriding, Amending or Revising Recommendation after Remand:** Majority of the members-elect of the City Council **[5]**
- **Overriding, Amending or Revising Recommendation:** 2/3 majority of membership of Governing Body **[6]**

Note: Mayor may cast deciding vote when vote is one less than required.

The next regular meeting of the Leawood Governing Body will be
Monday, November 19, 2018

2018 SCHEDULED WORK SESSIONS			
DATE	**TIME**	**SUBJECT**	**LOCATION**
November 12	**7:00 P.M.**	**Public Meeting- residents' comments on possible relocation of former City Hall Building, from 9615 Lee Blvd., to be located adjacent to current City Hall at 4800 Town Center Dr**	**Council Chambers**
November 19	**6:00 P.M.**	**Holiday Lighting Ceremony**	**Courtyard**
December 3	**6:00 P.M.**	***[Tentative]* Continued Discussion of Redevelopment Plan for 96th and Lee Boulevard**	**Main Conf. Room**
December 17		**NO WORK SESSION**	
2019 SCHEDULED WORK SESSIONS			
January 22	**6:00 P.M.**	**Review CID Application for Ranchmart North Shopping Center, located at 95th & Mission Road**	**Main Conf. Room**
January 28	**6:00 P.M.**	**Discuss GB Short, Near & Long-term Goals**	**Main Conf. Room**
April 15	**6:00 P.M.**	**Presentation of CIP; Discuss 2020-2024 Budget Model Assumptions**	**Main Conf. Room**
June 10	**5:30 P.M.**	**Budget & Finance Committee Work Session**	**Main Conf. Room**
June 11	**5:30 P.M.**	**Budget & Finance Committee Work Session *[tentative]***	**Main Conf. Room**
August 5		**NO GOVERNING BODY MEETING; NO WORK SESSION**	

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4.

Office of the Mayor

City of Leawood, Kansas

Proclamation

WHEREAS, the government of the City of Leawood celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent more than 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

WHEREAS, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

WHEREAS, 90 percent of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

WHEREAS, 89 percent of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

WHEREAS, 73 percent of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

WHEREAS, Leawood supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE, I, Peggy Dunn by virtue of the authority vested in me as Mayor of the City of Leawood do hereby proclaim November 24, 2018 as

SMALL BUSINESS SATURDAY
IN LEAWOOD, KANSAS

and urge the residents of Leawood and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 5th day of November, 2018.

_____

Peggy J. Dunn, Mayor

Office of the Mayor

City of Leawood, Kansas

Proclamation

WHEREAS, during World War II, it was an American tradition to keep the porch lights on for 'our boys' overseas; and

WHEREAS, at the end of the war, many Americans continued leaving the porch lights on as a symbolic way for the soldiers to 'find their way home;' and

WHEREAS, many towns turned porch lights on following the war, during specific evening hours to honor and celebrate veterans. The Leawood Historic Commission revived this past tradition beginning on Veteran's Day, November 11, 2012, and continuing into the future; and

WHEREAS, the City already boasts a landscape art piece titled 'Porch Lights,' which sits within the traffic island at the intersection of Somerset and Lee Boulevard. The Art in Public Places Initiative of the Leawood Arts Council commissioned this gateway work of art to be a literal and conceptual 'coming home' to north Leawood; and

WHEREAS, the sculpture was designed to be reminiscent of the stone homes in the Historic District of Leawood. The piece accentuates the serene quality of early life in the suburbs. The glowing backlit molten colored glass scattered throughout the Kansas limestone structure represent the welcoming porch lights of the houses. The V-shape of the structure is a reflection of the 'V' for victory made famous during WWII by Winston Churchill.

NOW, THEREFORE, I, Peggy J. Dunn, Mayor of the City of Leawood, Kansas, do hereby proclaim November 11, 2018 as

TURN ON PORCH LIGHTS FOR VETERANS DAY

In the City of Leawood, Kansas and encourage all citizens to show support for veterans of all ages.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 5th day of November, 2018.

_____

Peggy J. Dunn, Mayor

4

Office of the Mayor

City of Leawood, Kansas

Proclamation

WHEREAS, November 13, 2018 is known as World Kindness Day, in which the City of Leawood recognizes the value of simple acts of kindness performed without prompting or reason and how these acts can positively impact the performer, the recipient and onlooker of the good deed; and

WHEREAS, all citizens are encouraged to collectively act to reduce violence in our Kansas City Metropolitan Area by improving access to opportunities for success for more members of our community, search for long-term solutions and take action to reduce homicide, suicide and domestic violence rates; and

WHEREAS, we strive for the public at large to have empathy in this process – to bring hope where there is hopelessness and encourage community clergy members along with representatives from health, education, business, workforce development, quality housing, businesses, funders and other organizations to step up in a leadership capacity to take 'ownership' for finding ways to reduce violence and provide hope and opportunity where it is presently lacking; and

WHEREAS, many people and organizations have been working to address this problem for decades and are encouraged to continue their work, including expanding initiatives that have met with some success and exploring innovative strategies and new approaches; and

WHEREAS, by expressing empathy, care and concern and reaching out to one another, regardless of social or economic status, education, race, gender, origin, religious belief, age, lifestyle or abilities, we extend an opportunity for grace, dignity and acceptance that might not otherwise be offered; and

WHEREAS, citizens are asked to participate in kind behavior at any time, in any place and for the unselfish purpose of spreading goodwill.

NOW THEREFORE, I, Peggy Dunn by virtue of the authority vested in me as Mayor of the City of Leawood do hereby proclaim November 13, 2018 as

WORLD KINDNESS DAY
IN LEAWOOD, KANSAS

and urge the residents of Leawood and area communities to join us to recognize and perform acts of kindness.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 5th day of November, 2018.

Peggy J. Dunn

Peggy J. Dunn, Mayor

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5.

Certificate of Appreciation

Presented to

ALICE HAWK

In Recognition of Service
as a Member of the

HISTORIC COMMISSION
1993 - 2018

City of Leawood, Kansas

Debra Harper
City Clerk

Peggy J. Dunn
Mayor

Return to Agenda

Meeting Date: November 5, 2018

6.A.

City of Leawood

Memo

To: Mayor Dunn and Members of the Governing Body

From: Andrew Hall, Assistant City Attorney

CC: Patty Bennett, Scott Lambers

Date: October 26, 2018

Re: Condemnation Ordinance for the 143rd Street Improvement Project

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Attached you will find an ordinance authorizing the filing of condemnation proceedings to obtain certain property necessary for completion of the 143rd Street improvements from Windsor Lane to Kenneth Road.

This ordinance follows Resolution No. 5038, approved by the Governing Body on September 17, 2018. The ordinance specifically names the land and interests to be taken by eminent domain.

Please contact David Ley at 913-663-9131 or me if you have any questions at 913-663-9182 or ahall@leawood.org.

DRAFT

ORDINANCE NO. _____

ORDINANCE AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF LANDS OR INTERESTS THEREIN BY CONDEMNATION FOR THE 143RD STREET IMPROVEMENT PROJECT BETWEEN WINDSOR LANE AND KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Governing Body of the City of Leawood, Kansas did by Resolution No. 5038 declare the necessity for, and authorize a survey and description of lands or interests therein to be condemned by the City for the following:

> The construction and improvement of 143rd Street between Windsor Lane and Kenneth Road, including curbs, gutters, stormwater drainage improvements, sidewalks, bike lanes and all other normal appurtenances.

WHEREAS, said survey and description was prepared and is maintained at the Leawood City Hall.

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

SECTION ONE: It is hereby authorized and provided that the lands or interests therein hereafter described be acquired for the construction and improvement of 143rd Street between Windsor Lane and Kenneth Road, including drainage, curbs and gutters, storm sewers, surfacing, sidewalks, bike lanes and other necessary appurtenances, all within the City of Leawood, Kansas.

Description of the Taking:

Fee Simple Estate

Owner: Paul J. Kellerman and Barbara A. Kellerman, husband & Wife

Address: 3204 W. 143rd Street
Leawood, KS 66224

Fee Simple Estate

Legal Description:

All that part of the East 1/2 of the Southwest 1/4 of Section 34, Township 13, Range 25, Johnson County, Kansas, more particularly described as follows: Beginning at a point on the South line, and 466.5 feet West of the Southeast corner of the Southwest 1/4 of said Section 34; thence West, along the South line of said Section 34, a distance of 308 feet; thence North, along a line perpendicular to the South line of the Southwest 1/4 of said Section 34, a distance of 141.43 feet;

thence East, along a line parallel to the South line of the Southwest 1/4 of said Section 34, a distance of 308 feet; thence South, a distance of 141.43 feet, to the point of beginning. Except that part already in right-of-way.

Parties in Interest:

Mortgage Holders: CommunityAmerica Credit Union
9777 Ridge Drive
Lenexa, KS 66219
Book 201008, Page 010376

Revolving Line of Credit
CommunityAmerica Credit Union
9777 Ridge Drive
Lenexa, KS 66219
Book 201607, Page 003220

Easement Holders:

Right of Way Agreement	Misc. Book 163, Page 304	Williams Companies, Inc. One Williams Center Tulsa, OK 74172
Permanent Sidewalk Easement	Book 201406, Page 008095	City of Leawood, Kansas 4800 Town Center Drive Leawood, KS 66211

SECTION TWO: It is hereby authorized and provided that the lands or interests therein hereafter described be acquired for the construction and improvement of 143rd Street between Windsor Lane and Kenneth Road, including drainage, curbs and gutters, storm sewers, surfacing, sidewalks, bike lanes and other necessary appurtenances, all within the City of Leawood, Kansas.

Description of the Taking:

Easements

Owner: Charles A. Laue, Trustee of the Third Restated Charles A. Laue Revocable Trust dated January 18, 2008

Situs Address: 3101 W. 142nd Street
Leawood, KS 66224

Mailing Address: Ellen Pantaenius
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64114-2551

Permanent Drainage Easement

Legal Description:

A tract of land over a portion of Lot 4, STONEBRIDGE ESTATES REPLAT OF LOTS 1 & 2, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof, said tract of land being more particularly described as follows:

Commencing at the Southwest corner of aforesaid Lot 4; thence North 01 degree 58 minutes 13 seconds West (North 00 degrees 00 minutes 56 seconds West, Plat) along the West line of said Lot 4, a distance of Fifteen (15) feet thence North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 02 seconds East, Plat) along a line Fifteen (15) feet North of and parallel with the South line of said Lot 4, a distance of 7.50 feet to an angle point in the platted utility easements as shown and set forth by said plat of STONEBRIDGE ESTATES REPLAT OF LOTS 1 & 2 and the Point of Beginning of the tract of land to be herein described; thence continuing North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 02 seconds East, Plat) along a line Fifteen (15) feet North of and parallel with the South line of said Lot 4, being also along the North line of said platted utility easement, a distance of 44.00 feet to a point 51.50 feet East of the West line of said Lot 4 as measured perpendicular to the West line thereof; thence North 01 degree 58 minutes 13 seconds West (North 00 degrees 00 minutes 56 seconds West, Plat) along a line 51.50 feet East of and parallel with the West line of said Lot 4, a distance of 75.00 feet to a point 90.00 feet North of the South line of said Lot 4 as measured perpendicular to the South line thereof; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 02 seconds West, Plat) along a line 90.00 feet North of and parallel with the South line of said Lot 4, a distance of 44.00 feet to a point on the East line of said platted utility easement, said point being 7.50 feet East of the West line of said Lot 4 as measured perpendicular to the West line thereof; thence South 01 degree 58 minutes 13 seconds East (South 00 degrees 00 minutes 56 seconds East, Plat) along the a line 7.50 feet East of and parallel with the West line of said Lot 4, being also along the East line of said platted utility easement, a distance of 75.00 feet to the Point of Beginning.

The above described tract of land contains 3,300 square feet, more or less.

Temporary Construction Easement

Legal Description:

A tract of land over a portion of Lot 4, STONEBRIDGE ESTATES REPLAT OF LOTS 1 & 2, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof, said tract of land being more particularly described as follows:

Beginning at the Southwest corner of aforesaid Lot 4, being also a point on the North right-of-way line of West 143rd Street as now established; thence North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 02 seconds East, Plat) along the South line of said Lot 4, being also along the North right-of-way line of said West 143rd Street, a distance of 245.71 feet to the Southeast corner of said Lot 4, thence North 02 degree 01 minute 00 seconds West (North 00 degrees 00 minutes 56 seconds West, Plat) along the East line of said Lot 4, a distance of Forty Five (45) feet; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 02 seconds West, Plat) along a line Forty Five (45) feet North of and parallel with the South line of said Lot 4, a distance of 114.04 feet; thence North 71 degrees 39 minutes 09 seconds West, 85.44 feet to a point 51.50 feet East of the West line of said Lot 4 as measured perpendicular to the West line thereof and 75.00 feet North of the South line of said Lot 4 as measured perpendicular to the South line thereof; thence North 01 degree 58 minutes 13 seconds West (North 00 degrees 00 minutes 56 seconds West, Plat) along a line 51.50 feet East of and parallel with the West line of said Lot 4, a distance of 15.00 feet to a point 90.00 feet North of the South line of said Lot 4 as measured perpendicular to the South line thereof; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 02 seconds West, Plat) along a line 90.00 feet North of and parallel with the South line of said Lot 4, a distance of 51.50 feet to a point on the West line of said Lot 4; thence South 01 degree 58 minutes 13 seconds East (South 00 degrees 00 minutes 56 seconds East, Plat) along the West line of said Lot 4, a distance of 90.00 feet to the Point of Beginning.

EXCEPT the following described tract of land:

A tract of land over a portion of Lot 4, STONEBRIDGE ESTATES REPLAT OF LOTS 1 & 2, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof, said tract of land being more particularly described as follows:

Commencing at the Southwest corner of aforesaid Lot 4; thence North 01 degree 58 minutes 13 seconds West (North 00 degrees 00 minutes 56 seconds West, Plat) along the West line of said Lot 4, a distance of Fifteen (15) feet thence North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 02 seconds East, Plat) along a line Fifteen (15) feet North of and parallel with the South line of said Lot 4, a distance of 7.50 feet to an angle point in the platted utility easements as shown and set forth by said plat of STONEBRIDGE ESTATES REPLAT OF LOTS 1 & 2 and the Point of Beginning of the tract of land to be herein described; thence continuing North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 02 seconds East, Plat) along a line Fifteen (15) feet North of and parallel with the South line of said Lot 4, being also along the North line of said platted utility easement, a distance of 44.00 feet to a point 51.50 feet East of the West line of said Lot 4 as measured perpendicular to the West line thereof; thence North 01 degree 58 minutes 13 seconds West (North 00 degrees 00 minutes 56 seconds West, Plat) along a line 51.50 feet East of and parallel with the West line of said Lot 4, a distance of 75.00 feet to a point 90.00 feet North of the South line of said Lot 4 as measured perpendicular to the South line thereof; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 02 seconds West, Plat) along a line 90.00 feet North of and parallel with the South line of said Lot 4, a distance of 44.00 feet to a point on the East line of said platted utility easement, said point being 7.50 feet East of the West line of said Lot 4 as

measured perpendicular to the West line thereof; thence South 01 degree 58 minutes 13 seconds East (South 00 degrees 00 minutes 56 seconds East, Plat) along the a line 7.50 feet East of and parallel with the West line of said Lot 4, being also along the East line of said platted utility easement, a distance of 75.00 feet to the Point of Beginning.

The NET area of the above described tract of land contains 11,274 square feet, more or less.

Parties in Interest:

Mortgage Holder: NONE

Easement Holders:

Utility Easement	Plat Book 62, Page 13	City of Leawood, Kansas 4800 Town Center Drive Leawood, KS 66211
Right-of-Way Easement	Book 26 Misc., Page 469	Kansas City Power & Light Company 1200 Main Street Kansas City, MO 64105 (Registered Agent) Corporation Service Company 2900 SW Wanamaker Drive, Suite 204 Topeka, KS 66614
Water Line Easement	Book 914, Page 896	WaterOne 10747 Renner Blvd. Lenexa, KS 66219
Easement	Book 169 Misc., Page 412	Williams Companies, Inc. One Williams Center Tulsa, OK 74172

SECTION THREE: It is hereby authorized and provided that the lands or interests therein hereafter described be acquired for the construction and improvement of 143rd Street between Windsor Lane and Kenneth Road, including drainage, curbs and gutters, storm sewers, surfacing,

sidewalks, bike lanes and other necessary appurtenances, all within the City of Leawood, Kansas.

Description of the Taking:

Right-of-Way and Easements

Owner: Pedro L. Rodriquez and Susan B. Rodriquez

Address: 14204 Canterbury Court
Leawood, KS 66224

Right-of-Way

Legal Description:

The South Ten (10) feet of a portion of Lot 4, Block 4, CHARLEMAGNE MANOR, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof.

The above described Ten (10) feet wide strip of land contains 317 square feet, more or less.

Temporary Construction Easement

Legal Description:

The North Five (5) feet of the South Fifteen (15) feet of Lot 4, Block 4, CHARLEMAGNE MANOR, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof.

The above described Five (5) feet wide strip of land contains 171 square feet, more or less.

ALSO the following described tract of land:

A Fifteen (15) feet wide strip of land being a portion of Lot 4, Block 4, CHARLEMAGNE MANOR, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof, said Fifteen (15) feet wide strip of land lying North and East of the North and East lines of the EXCEPTED TRACT as shown on said plat of CHARLEMAGNE MANOR and coincident with North and East lines thereof. Said Fifteen (15) feet wide strip of land being now more particularly described as follows:

Beginning at the Northeast corner of the aforesaid EXCEPTED TRACT, being also an angle point in the South line of aforesaid Lot 4 and being situate 141.43 feet North of the South line of the Southwest Quarter of Section 34, Township 13 South, Range 25 East as measured perpendicular to the South line thereof; thence West along the South line of said Lot 4, being also along the North line of said EXCEPTED TRACT, a distance of Fifty (50) feet; thence North, perpendicular to the last described course, a distance of Fifteen (15) feet; thence East

along a line Fifteen (15) feet North of and parallel with the South line of said Lot 4, a distance of Sixty Five (65) feet; thence South along a line Fifteen (15) feet East of and parallel with the West line of said Lot 4, a distance of Sixty Five (65) feet; thence West, perpendicular to the West line of said Lot 4, a distance of Fifteen (15) feet to a point on the West line thereof, being also a point on the East line of said EXCEPTED TRACT; thence North along the West line of said Lot 4, being also along the East line of said EXCEPTED TRACT, a distance of Fifty (50) feet to the Point of Beginning.

The above tract of land contains 1,725 square feet, more or less.

Parties in Interest:

Mortgage Holders: Mortgage Electronic Registration System
P.O. Box 2026
Flint, MI 48501

as Nominee for
Pulaski Bank
12300 Olive Boulevard
St. Louis, MO 63141
Book 201011, Page 000949

UMB Bank, n.a.,
1008 Oak Street
Kansas City, MO 64106
Book 201304, Page 006520

Liens:

State Tax Lien	18TW2633	Kansas Department of Revenue Mills Building 109 SW 9th Street 4th Floor Topeka, KS 66612 (Registered Agent) Derek Schmidt Kansas Attorney General 120 SW 10th Avenue 2nd Floor Topeka, KS 66612

Easement Holders:

Utility Easement	Plat Book 37, Page 45	City of Leawood, Kansas 4800 Town Center Drive Leawood, KS 66211
Right of Way Easement	Book 2114, Page 852	Kansas City Power & Light Company 1200 Main Street Kansas City, MO 64105 (Registered Agent) Corporation Service Company 2900 SW Wanamaker Drive, Suite 204 Topeka, KS 66614
Gas Pipeline Easement	Misc. Book 163, Page 304	Williams Companies Inc. One Williams Center Tulsa, OK 74172

SECTION FOUR: It is further authorized and provided that, as soon as practicable after the passage of this ordinance, action be initiated to exercise the power of eminent domain in accordance with K.S.A. 26-501 et seq., the Eminent Domain Procedure Act, to condemn all lands and interests therein hereinbefore described.

SECTION FIVE: This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018.

_____

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

_____

Deb Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____

Andrew K. Hall, Assistant City Attorney

Return to Agenda

City of Leawood

6.B.

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339-6781 Fax

MEMORANDUM

TO : MAYOR PEGGY DUNN
CITY COUNCILMEMBERS
SCOTT LAMBERS, CITY ADMINISTRATOR

FROM : DEB HARPER, CITY CLERK

RE : 2019 FEE SCHEDULE

DATE : NOVEMBER 5, 2018

Attached is the annual resolution adopting the City's Fee Schedule for 2019. The fees will become effective January 1, 2019. The Staff recommends approval.

Leawood, Kansas
Police Department

Memo

To: Mayor Dunn and Members of the City Council

CC: Scott Lambers

From: Chief Troy Rettig

Date: November 5th, 2018

Re: Request for Fee Schedule Changes

The following changes to the fee schedule related to the police department are being requested to our alarm fees:

1. Making alarm registration a one-time fee at the time of registration rather than having an annual registration fee. The registration would continue to be $10.00.
2. Add a late payment fee of $25.00.
3. Add a non-registration fee of $25.00.

We are also requesting wording be added under the "Document & Research Fee" section to account for our staff time used for Open Records Requests for police videos. Depending on the request these videos may need to be redacted and there is a significant amount of time required to do this.

If you have any questions please let me know.

Memorandum

To: Chris Claxton, CPRP- Director of Parks & Recreation

From: Kim Curran, CPRP-Superintendent of Recreation

Date: 10/17/2018

Re: 2019 Parks and Recreation Fees (Proposed)

Below are the proposed changes for 2019:

Recreation Division

- **Special Events** – The top of the range is being increased from $70 to $125 to accommodate Vendor Fees for events such as the July 4th Celebration and the Truckin' it in the Park Food Truck Festival. The current vendor fees are $125 for the July 4th event and $35 for the Truckin' it in the Park Food Truck Festival. The July 4th fee includes access to the ice trailer, water and electricity where the vendors at the food truck festival are not offered any services.

- **Soccer League** – The fees for the Soccer League are being proposed to be raised by $5.00 for, both Residents and Non-Residents. The new fees are proposed as follows; Resident - $65, Non-Resident - $75. This fee increase will offset the increasing cost of uniforms, pictures, awards and referees and will be implemented at the start of the 2019-2020 season which starts September, 2019. The last increase for the soccer league was in 2014.

- **Spring Soccer Tournament** – A range is being introduced for the Spring Soccer Tournament due to teams from the league being interested in participating in an end of season tournament. The range is proposed to be a range of $185 to $250 per team for both residents and non-residents as the majority of teams from our league have both residents and non-residents participating on the same team.

- **Screen, Projector, Blu Ray Rental for the Oak Room** – The fee for the use of A/V equipment in the Oak Room is being proposed to be raised by $25 to $50. With the upgrade to the A/V equipment in the Oak Room, the quality is now commiserate with the Lodge, which has a fee of $50.

Memorandum

To: Chris Claxton, CPRP- Director of Parks & Recreation

From: Troy Newport, General Manager-Troon Golf & Ironhorse GC

Date: 11/05/18

Re: 2019 Ironhorse GC & Vista 154 Fees (Proposed)

Below are the proposed changes for 2019:

Ironhorse Golf Club

- **Vista 154 at Ironhorse Golf Club Rental** – We've amended the rental rates to reflect an All Day Access package of $3800 *(with $300 Leawood Resident discount)* or ala carte pricing of:

Prime Time	Non-Prime Time
From $300 *to* $250 PHR- Leawood Resident	From $150 *to* $125 PHR – Leawood Resident
From $250 *to* $275 PHR – Public (NR)	From $125 *to* $150 PHR – Public (NR)
From $200 *to* $225 PHR- Civic Group (501c3)	From $100 PH *(no change)* - Civic Group (501c3)

- **Resident Rates** - $1 increase for weekday ($49) and weekend ($59) fees. These fees were not increased with last year's non-resident daily fee increases.

- **Driving Range Practice Key** – $150 price remains for a range key, but limits discount to $30 instead of $50 *(Total $180 worth of range balls)*

- **Triple Crown Pass Holder (Renewal)** – The rate would change *to* $2,949, an increase of $80. *(This is effectively the non-resident rate other than a new pass holder, which is $3,199)*

- **Triple Crown *Resident* Pass Holder** – The rate would change *to* $2,799, an increase of $100.

- **Champion [over 60] *Resident* Pass Holder** - The rate would change *to* $1,749, an increase of $50.

- **Champion [over 60] – *Non-resident* Pass Holder** – The rate would change from $1,999 *to* $2,049, an increase of $50.

- **Intermediate Triple Crown Pass holder** – This was a success in 2018! We propose increasing the rate to $2,149 from $1,999 for 2019. Demand is high so it should not affect overall sales.

DRAFT

RESOLUTION NO. 5061

RESOLUTION ADOPTING THE 2019 FEE SCHEDULE FOR FEES NOT SPECIFICALLY PROVIDED FOR IN THE CODE OF THE CITY OF LEAWOOD, 2000, [CODE] IN ACCORDANCE WITH § 1-701, OF THE CODE AND RESCINDING RESOLUTION NO. 4861

WHEREAS, the Code omits certain fee schedules for reasons of economy and expediency; and

WHEREAS, Code § 1-701, authorizes the City Administrator to set certain fee adjustments as necessary from time to time, and annually report to the Governing Body, amounts at which such fees are established; and

WHEREAS, the City Administrator hereby recommends that the Governing Body adopt the 2019 fee schedule and rescind Resolution No. 4861.

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

SECTION ONE: That the Governing Body hereby approves and authorizes the adoption of the 2019 Fee Schedule.

SECTION TWO: That Resolution No. 4861 is hereby rescinded.

SECTION THREE: That the City Clerk is hereby directed to publish said resolution once in the official city newspaper.

SECTION FOUR: That this resolution shall become effective January 1, 2019.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

K:\Clerks\Fee Schedule\3-5061.docx

Revision marks

CITY OF LEAWOOD, KANSAS

2019 Schedule of Fees

DRAFT

City of Leawood

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ALARM SYSTEM		
Department	**Description**	**Fee**
Police	**~~Annual~~ Alarm System Registration Fee**	**$10.00 ~~[prorated quarterly]~~**
~~Police~~	**~~Annual Renewal Fee~~**	**~~$10.00~~**
Police	**Late Payment Fee**	**$25.00**
Police	**Non-Registration Fee**	**$25.00**
	FALSE ALARM FEES [Based upon number of false alarms occurring in the previous year]	
	0-2 False alarms	**No Charge**
	3-4 False Alarms	**$50.00 each**
	5-6 False Alarms	**$100.00 each**
	7-8 False Alarms	**$150.00 each**
	9 and each subsequent alarm	**$200.00 each**

ANIMALS AND ANIMAL CONTROL		
***The license year shall be from January 1st through December 31st. A penalty fee of $5.00 shall be assessed effective March 1st [following the 60-day grace period] and the 1st of each delinquent month thereafter. Any person bringing a dog or cat over six months old in the City on or after March 1st shall have thirty days from the day the animal is brought into the City to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty [30] days delinquent will be assessed in addition to the normal license fee.**		
Department	**Description**	**Fee**
Finance	***Unneutered or Unspayed Dog or Cat Tags**	**$25.00 each**
Finance	***Neutered or Spayed Dog or Cat Tags**	**$5.00 each**
Finance	**Lost Tag Replacement**	**$2.00 each**
City Clerk	**Special Animal Permit Application Fee [non-refundable, non-returnable]**	**$100.00**
City Clerk	**Special Animal Permit Annual Renewal Fee**	**$50.00**
	Animal Impoundment	
Police	**Impoundment Fee [per occurrence]**	**$30.00**
Police	**Daily Impoundment Fee**	**$20.00 @ animal**

BURNING PERMIT FEES		
Department	**Description**	**Fee**
Fire	**Burning Permit**	**$100.00**
Fire	**All other permits as listed in the International Fire Code**	**$50.00**

COURT		
Department	Description	Fee
Court	Motion to revoke Diversion/Probation	$50.00
Court	Motion to Set Aside Guilty Plea	$50.00
Court	Record Expungement Filing Fee	$100.00

FINGERPRINT CARDS [Leawood residents & persons working in Leawood only]		
Department	Description	Fee
Police	Each additional card after first 2 free cards	$1.00

INSUFFICIENT FUNDS [WORTHLESS] CHECK		
Department	Description	Fee
Finance	Worthless [Insufficient Funds] Check	$30.00

	MAPS	
Department	Description	Fee
Planning	Zoning Map [11 X 17]	$1.00 each
	Subdivision Map [11 X 17]	$1.00 each
	Comprehensive Plan Map	$1.00 each
	Street Plan Map	$1.00 each

	MASSAGE THERAPY LICENSE	
Codes	Annual Massage Business License [each establishment]	$150.00
Codes	Annual Massage Therapist License [each individual]	$75.00
Police	Massage Therapist Background Fingerprint Fee [individual]	$53.00

NEIGHBORHOOD BLOCK PARTY FEES		
Department	Description	Fee
Police	Neighborhood Block Party	$15.00 each

PARADE PERMIT/CHARITY RUNS		
Department	Description	Fee
Police	Parade/Runs Permit	$25.00 each

EVENT SECURITY/TRAFFIC CONTROL ASSISTANCE		
Department	Description	Fee
Police	Event Security Officer [4-hr. minimum]	$35.00 per hr.

SOLICITATION PERMIT APPLICATION		
Department	Description	Fee
Police	Processing Fee [Individual]	$10.00

DOCUMENT & RESEARCH FEES CITY-WIDE FEES Department Publication/Report Fees		
Department	Description	Fee
City-Wide	Record search/record inspection	$15.00-$25.00 per hour per employee engaged in record search (minimum of $15.00)
Police	Digital Research/Redaction Fees	$15.00-$25.00 per hour per employee engaged in record search (minimum of $15.00)
City-Wide	8 ½ X 11; 8 ½ X 14; 11 X 17; and 12 X 18 documents	$.50 per page
Police	8 ½ X 11 DUI Report	$.25 per page
City-Wide	24 X 36 document	$5.00
City-Wide	DVD Copying	$25.00 @ DVD
	Audio Copying	$25.00 @ DVD
	MP3 Copying	$25.00 @ DVD
City-Wide	Color reprints of digital photographs	$5.00 @ sheet
City Wide	Publications/Reports [Other than those specifically mentioned herein]	Individually determined based upon printing costs
Public Works	Construction Standards Book	$30.00 each
Community Development	Comprehensive Plan Book	$20.00 each
Community Development	Leawood Development Ordinance [LDO]	$20.00 each
Codes	Leawood Building Code	$10.00 @ book
Community Development	135th Street [Corridor] Community Plan	$35.00 each

PLANNING & DEVELOPMENT

Rezoning		
Department	Description	Fee
	Residential Rezoning [RP-A5 to RP-4]	
Planning	Tract size 0 – 5 acres	$400.00
	Tract size 5 + acres	$500.00
	Commercial Rezoning [SD-NCR to SD-CR]	
Planning	Tract size 0 – 5 acres	$800.00
	Tract size 5.1 – 10 acres	$900.00
	Tract size 10.1 + acres	$1,200.00
	Office Rezoning [SD-O]	
Planning	Tract size 0 – 5 acres	$800.00
	Tract size 5.1 – 10 acres	$900.00
	Tract size 10.1 + acres	$1,200.00
	Recreation Rezoning	
Planning	Any tract size	$600.00
	Business Park [BP] Rezoning	
Planning	Tract size 0 – 5 acres	$800.00
	Tract size 5 + acres	$1,000.00
	Mixed Use [MXD] Rezoning	
Planning	Tract size 0 – 5 acres	$900.00
	Tract size 5.1 – 10 acres	$1,000.00
	Tract size 10.1 + acres	$1,200.00
	Mixed Rezoning [Combination of 2 or more districts]	
Planning	Tract size 0 – 10 acres	$1,000.00
	Tract size 10.1 + acres	$1,500.00

	BANNERS- on light poles as permitted by the Leawood Development Ordinance [LDO]	Fee
Planning	1 to 10 Banners	$5.00 @ banner
	11 to 20 Banners	$10.00 @ banner
	21 to 30 Banners	$15.00 @ banner
	31 to 40 Banners	$20.00 @ banner
	41 to 50 Banners	$25.00 @ banner
	Over 50 Banners	$40.00 @ banner

PLANNING & DEVELOPMENT

Preliminary Plan		
Department	**Residential Preliminary Plan [RP-A5 to RP-4]**	**Fee**
Planning	**Tract size 0 – 5 acres**	**$400.00**
	Tract size 5 + acres	**$500.00**
	Non-Agricultural/Non-Residential Preliminary Plan [AG]	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Commercial Preliminary Plan [SD-NCR to SD-CR]	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Office Preliminary Plan [SD-O]	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Recreation Preliminary Plan	
Planning	**Any tract size**	**$600.00**
	Business Park [BP] Preliminary Plan	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5 + acres	**$800.00**
	Mixed Use [MXD] Preliminary Plan	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Mixed Preliminary Plan [Combination of 2 or more districts]	
Planning	**Tract size 0 – 10 acres**	**$700.00**
	Tract size 10.1 + acres	**$1,000.00**

PLANNING & DEVELOPMENT

Final Plan

Applicant is responsible for the cost of publishing rezoning, preliminary plan, preliminary plat or special use permit Notice of Hearing. Applicant is responsible for the cost of publishing rezoning, special use permit, or vacation ordinance following City Council approval, and for the cost of recording plats.

Department	Residential Final Plan [RP-A5 to RP-4]	Fee
Planning	Tract size 0 – 5 acres	$400.00
	Tract size 5 + acres	$400.00
	Non-Agricultural/Non-Residential Final Plan [AG]	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Commercial Final Plan [SD-NCR to SD-CR]	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Office Final Plan [SD-O]	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Recreation Final Plan	
Planning	Any tract size	$400.00
	Business Park [BP] Final Plan	
Planning	Tract size 0 – 5 acres	$500.00
	Tract size 5 + acres	$600.00
	Mixed Use [MXD] Final Plan	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Mixed Final Plan [Combination of 2 or more districts]	
Planning	Tract size 0 – 10 acres	$600.00
	Tract size 10.1 + acres	$900.00

PLANNING & DEVELOPMENT

	SUBDIVISION REGULATION PROCEDURES	
Planning	**Preliminary Plat Submission**	**$800.00 minimum + $2.00 per lot/tract**
	Final Plat Submission	**$400.00 minimum + $2.00 per lot/tract**
	Cost to Develop Arterial Streets	
Planning	**When a designated arterial street abuts the property owner's land, the property owner shall pay at least 50% of the cost to develop said street to the standards prescribed for a major collector to pay for the future improvement of the street or to reimburse the City for its costs for a street which has already been improved to major collector standards, unless the property owner has paid the 135th Street Corridor Impact Fee for the property. The cost to construct a major collector shall be determined at the time an existing collector was constructed or, for future construction is established at $622.00 per foot. Fee shall not be applicable for a single residential lot split if lot owner has dedicated any required right-of-way for street improvement and dedication approved by Governing Body.**	**$622.00 per foot. Fee shall be collected at time of platting.**
	SPECIAL USE PERMITS [SUP]	**Fee**
Planning	**Tract Size 0 – 5 acres**	**$300.00 each**
	Tract size 5.1 – 10 acres	**$400.00 each**
	Tract size 10.1 + acres	**$500.00 each**
	Temporary Use Permit	**$50.00 each**
	Seasonal Sales	**$50.00 @ application**

	OTHER PLAN APPROVALS	Fee
Planning	Hardscape Plan, Landscape Plan, Sign Plan	$200.00 each
	Sport Court Application	$75.00 each
	Roofing Material & Color Application	$75.00 each
	Modification of Stipulations	$200.00 @ application
	Final Plan for Changes to Building Façade/Elevations Application	$300.00 each
	Final Plan Re-Inspection Fee	$75.00 each
	Wireless Communication Facilities Co-locations and Modifications to Existing Tower or Base Station	$300.00 each
	Administrative Review of Electric Car Charging Stations	$100.00 each
	Administrative Review of Ground Mounted Utility Box	$100.00 each
	Administrative Review of WiFi Antennae Systems	$200.00 each

	SIGNS & BANNERS	Fee
Planning	Monument Sign/Structures- All sizes [Additional electrical permit required]	$200.00
	Permanent Sign – Wall Sign- All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Canopy Sign – All sizes	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Awning Sign – All sizes	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Blade Sign – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Building Identification Symbols – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Directional Sign – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Directory Sign – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Signage on Architectural Structures – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]

BUILDING CODES

Department	SUBCONTRACTOR FEES [Includes all mechanical, electrical, and plumbing subcontractor fees]	Fee
Building Codes	New Commercial & multi-family [non-one & two family]	4% of construction permit fee [$200.00 minimum @ contractor
	Existing commercial & multi-family [non-one & two family]	3% of construction permit fee [$150.00 minimum @ contractor
	New one & two family	$100.00 @ contractor
	Existing one & two family	$40.00 @ contractor

Department	FIRE SPRINKLER FEES	Fee
Building Codes	Commercial & multi-family [non-one & two family]	$0.04 @ sq. foot [$200.00 minimum]
	One and two family	$0.02 @ sq. foot [$200.00 minimum]

Department	PLAN REVIEW FEE	Fee
Building Codes	New Commercial & multi-family [non-one & two family]	65% of total permit fee [includes construction permit, subcontractor & structural fire sprinkler fee
	Existing commercial & multi-family [non-one & two family]	25% of total permit fee [includes construction permit, subcontractor & structural fire sprinkler fee
	All one and two family	10% of construction permit fee [$30.00 minimum]

BUILDING VALUATION DATA

SQUARE FOOT CONSTRUCTION COSTS [a,b,c,d,e,f]										
	GROUP	I-A	I-B	II-A	II-B	III-A	III-B	IV	V-A	V-B
A-1	Assembly, theaters, with stage	229.03	221.51	216.10	207.06	194.68	189.07	200.10	177.95	171.21
A-1	Assembly, theaters, without stage	209.87	202.35	196.94	187.90	175.62	170.01	180.94	158.89	152.15
A-2	Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.80	137.68	132.99
A-2	Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.80	135.68	131.99
A-3	Assembly, churches	211.95	204.43	199.02	189.98	177.95	172.34	183.02	161.22	154.48
A-3	Assembly, general, community halls, libraries, museums	176.88	169.36	162.95	154.91	141.73	137.12	147.95	125.00	119.26
A-4	Assembly, arenas	208.87	201.35	194.94	186.90	173.62	169.01	179.94	156.89	151.15
B	Business	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
E	Educational	192.29	185.47	180.15	172.12	160.72	152.55	166.18	140.46	136.18
F-1	Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2	Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	64.44
H-1	High Hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	NP
H-234	High Hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5	HPM	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
I-1	Institutional, supervised environment	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
I-2	Institutional, hospitals	308.50	301.79	295.93	287.50	272.14	NP	281.10	254.09	NP
I-2	Institutional, nursing homes	213.56	206.85	200.99	192.56	179.22	NP	186.16	161.17	NP
I-3	Institutional, restrained	208.37	201.66	195.80	187.37	174.54	167.98	180.97	156.48	148.74
I-4	Institutional, day care facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
M	Mercantile	132.61	127.57	121.79	116.21	106.35	103.15	110.52	92.05	88.36
R-1	Residential, hotels	184.11	177.46	172.55	164.31	152.38	148.31	164.31	136.85	132.55
R-2	Residential, multiple family	154.38	147.73	142.82	134.58	123.25	119.18	134.58	107.72	103.42
R-3	Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4	Residential, care/assisted living facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
S-1	Storage, moderate hazard	101.01	96.02	89.86	86.20	76.60	72.79	82.19	61.73	57.67
S-2	Storage, low hazard	100.01	95.02	89.86	85.20	76.60	71.79	81.19	61.73	56.67
U	Utility, miscellaneous	77.82	73.48	69.04	65.52	59.23	55.31	62.58	46.83	44.63

a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = $15.00 per square foot
c. Finished basements (R-3) = $20.00 per square foot
d. For shell only buildings, deduct 40 percent
e. For tenant finish, deduct 50 percent
f. NP = not permitted

BUILDING CODES

CONSTRUCTION, ALTERATIONS AND REMODELING

*CONSTRUCTION PERMIT FEES

* The valuation for all building projects shall be established in conformance with the Valuation Table. Construction permit fees for all building and construction projects shall be based upon the valuation of work permitted or by utilizing the valuation as calculated in accordance with the Building Valuation Data Table. The permit fee will be based on the higher of either the provided valuation or the calculated valuation. Total valuation shall be established in conformance with Chapter 4 of the Code of the City of Leawood, 2000.

Department	TOTAL VALUATION	FEE
Building Codes	**$0.00 to $500.00**	**$25.00**
	$501.00 to $2,000.00	**$25.00 for the first $500.00 plus $3.00 for each additional $100.00, or fraction thereof, to and including $2,000.00**
	$2,001.00 to $25,000.00	**$70.00 for the first $2,000.00 plus $12.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00**
	$25,001.00 to $50,000.00	**$392.00 for the first $25,000.00 plus $8.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00**
	$50,001.00 to $100,000.00	**$642.00 for the first $50,000.00 plus $5.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00**
	$100,001.00 to $500,000.00	**$992.00 for the first $100,000.00 plus $4.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00**
	$500,001.00 to $1,000,000.00	**$3,392.00 for the first $500,000.00 plus $3.00 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00**
	$1,000,001.00 and up	**$5,892.00 for the first $1,000,000.00 plus $2.00 for each additional $1,000.00, or fraction thereof**

Department	Type of Land Disturbance Permit	Fee
Building Codes	**One and two family building permits**	**$50.00 @ lot**
	Grading, filing & excavation for commercial, multi-family & residential development projects	**$250.00 @ disturbed acre, or portion thereof [$250.00 minimum]**

BUILDING CODES

Department	Miscellaneous Construction, and Administrative	Fee
Building Codes	Apartment annual rental license	$20.00 @ unit
	Board of Zoning Appeals [BZA] application	$150.00
	Building & Fire Code Board of Appeals application [commercial & multi-family projects]	$150.00
	Building & Fire Code Board of Appeals application one & two family projects	$150.00
	Certificate of Occupancy Permit	$100.00 each
	Certificate of Occupancy - Temporary	$100.00 @ issuance & extension
	Code Modification Request applications [commercial & multi-family projects]	$150.00
	Code Modification Request applications [one & two family projects]	$75.00
	Complete Construction Activities without Inspection Approval	$100.00- 1st Offense $200.00 @ add'tl offense
	Construction dumpster/portable storage container	$25.00 @ container
	Demolition of commercial & multi-family [non-one & two family] structure	$200.00 @ structure
	Demolition of one & two family structure	$100.00 @ structure
	Elevator Permit- Commercial & multi-family [non-one & 2 family]	$300.00 @ each piece of elevator equipment
	Elevator Permit - One & two family	$100.00 @ each piece of elevator equipment
	Estate Sale Permit	$25.00
	Footing & Foundation Permit	See Valuation Table
	Inspection after normal business hours	$50.00 @ hour [$100.00 min.]
	Moving of structure	$500.00 @ structure
	New building products evaluation review	$75.00 @ evaluation
	No Parking Signs [Required for single family tear-down/re-builds, & other projects as determined by Public Safety]	$200.00 [Material & Installation]
	Re-inspection for commercial & multi-family [non-one & two family] projects	$100.00
	Re-inspection for one & two family projects	$100.00
	Re-instatement of expired permit	Based on percent of work remaining, up to 50% of original permit fee
	Rental Inspection	$20.00 @ inspection
	Single family dwelling annual rental license	$75.00 @ dwelling
	Working w/o construction permit	Double permit fee

PUBLIC WORKS

RIGHT-OF-WAY [ROW] MANAGEMENT FEES

Department	Description	Fee
Public Works	Right-of-way [ROW] Permit	$75.00
	Any work started or completed within ROW, without inspection or ROW Permit	$150.00

Department	Description	Fee
	Sidewalks	
Public Works	Residential Interior Lot [one & two family]	$75.00 each
	Residential Corner Lot [one & 2 family]	$75.00 each
	Commercial Lot	$75.00 each
	Any work started or completed within ROW without inspection or ROW Permit	$150.00 each

Department	Description	Fee
	Drive Approaches	
Public Works	Residential	$75.00 each
	Commercial	$75.00 each
	Any work started or completed within ROW without inspection or ROW Permit	$150.00 each

Department	Description	Fee
	Streets	
Public Works	Use and excavation of public ROW involving installation and/or repair of driveway, storm sewer, telephone, telecable, sidewalk, electricity, water, gas, ADA ramp, irrigation lines, street lights or streets	$75.00
	Maintenance Bond [for public improvement]	100% of construction cost for 2 years
	Maintenance Bond [if required in the ROW under ROW permit	$5,000 individual permit or $50,000 annually
	Open cut in pavement permit	See *Street Excavation Costs*
	Street name signs material and installation	$150.00 per intersection
	All other miscellaneous street signs	100% of material & installation
	Street / Utility / Vacation	$200.00 each

PUBLIC WORKS ACTIVITIES		
* This is not a service. Back charge work will be done only with the approval of the City Engineer. Cost is for workers and/or equipment. There will be a two-hour minimum charge. Transportation to the job site will be charged at the same rate.		
Department	**Description**	**Fees**
	*Back Charge Recovery Costs – Mud Ordinance	
	Activities	
Public Works	Truck w/driver	$100.00 per hour
	Dump Truck w/driver	$100.00 per hour
	Sweeper w/operator	$120.00 per hour
	Jet rodder w/operator	$120.00 per hour
	Back hoe w/operator	$120.00 per hour
	Bobcat, pick-up, trailer & hand tools w/operator	$120.00 per hour
	Loader w/operator	$120.00 per hour
	Additional Labor	
Public Works	Maintenance Worker I	$30.00 per hour
	Maintenance Worker II	$35.00 per hour
	Crew Leader	$45.00 per hour
	Supervisor	$55.00 per hour
	Construction Inspector	$55.00 per hour
	Heavy Equipment Operator	$40.00 per hour

BLASTING		
Department	**Description**	**Fee**
Public Works	Blasting Application	$300.00 each
	Re-issuance of blasting permit	$100.00 each

INSPECTION		
Department	**Description**	**Fee**
Public Works	Review & inspection of public improvement by private developers	5% of total construction cost for each type of permit issued
	Inspection for site review of swales and BMP's	$100.00 per inspection
	Re-Inspection Fee [1st and 2nd Inspections are paid in ROW Permit. If after 2nd Inspection fails, a re-inspection fee will be charged for each addt'l inspection of failed item	$30.00

STREET EXCAVATION Costs

Cost per Square Yard for Streets, Overlays and Sealcoats
X Depreciation Rate X Area of Influence (1)

DEPRECIATION RATES

Street (2)

Age	Rate	Age	Rate
0	100%	21	58%
1	99%	22	56%
2	98%	23	54%
3	97%	24	52%
4	96%	25	49%
5	95%	26	47%
6	93%	27	45%
7	90%	28	42%
8	88%	29	40%
9	86%	30	39%
10	84%	31	36%
11	81%	32	33%
12	79%	33	31%
13	77%	34	29%
14	74%	35	26%
15	72%	36	24%
16	70%	37	22%
17	68%	38	20%
18	65%	39	17%
19	63%	40	15%
20	61%		

Overlays

Age	Rate
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	0%

Sealcoats

Age	Rate
1	80%
2	60%
3	40%
4	20%
5	0%

Cost Per Square Yard (3)

Type	Cost
Asphalt St. Reconst.	$78.00
Overlays	$19.40
Sealcoats	$2.00

Notes:
1.

1. Area of influence is equal to the area of the cut plus 2.5 feet on each side (expressed in square yards).
2 Depreciation rates are based on a 40-year designing standard. Depreciation for the first 5 years is 1% per year, followed by a straight-line depreciation less 15% for the remaining street design standard (35 years). Depreciation can occur at 1% per year after this time for up to 15 years or street reconstruction, whichever comes first. This reflects the consensus of the Committee that streets retain some value beyond their design standards or expected street life.

3. Cost estimates are based on historical data maintained by Leawood's Department of Public Works.

PARKS AND RECREATION

Department	Events, Classes, Trips, & Miscellaneous	Fee
Parks & Recreation	Birthday Parties at Prairie Oak Nature Center [Resident] *	$145.00 -300.00
	Birthday Parties at Prairie Oak Nature Center [Non-resident]**	$170.00-350.00
	Class Cancellation/Transfer	$5.00
	Facility Transfer	$10.00-50.00
	Instructional Classes	$5.00-500.00
	Outdoor Education Programs*	$5.00-220.00
	Outdoor Education Off-Site Nature Programs	$75.00-150.00
	Oxford School Educational Programs	$2.00-40.00
	Special Events	$5.00-~~70.00~~125.00
	Special Event Use Fee	$35.00-500.00
	Trips [One-day & extended]	$10.00-500.00

** Add $5.00 per participant over 15 participants*
***Add $7.00 per participant over 15 participants*

PARK FACILITY RENTAL	Resident Fees	Non-resident Fees
Ball Field Rental	$10.00 per 90 min.	$15.00 per 90 min..
Tennis Court Rental	$4.00-5.00 per hr.	$8.00-10.00 per hr.
Tennis Court Light Use	$3.00 per 1 hr.	$3.00 per 1 hr.
Volleyball Court Rental	$35.00 per 5hrs.	$45.00 per 5 hrs.
Volleyball Court Rental [Tournaments]	$75.00/ day	$125.00/ day
Small Shelter Reservations	$36.00 – 65.00	$50.00-95.00
Regular Shelter Reservations	$45.00-80.00	$60.00-110.00
Large Shelter Reservations	$63.00-$120.00	$77.00-140.00
Basketball Goal	$5.00 per hr.	$10.00 per hr.
Soccer Field [Game Field Rental]	$200.00	$250.00
Soccer Field [Practice Field Rental]	$40.00 per 2 hrs.	$50.00 per 2 hrs.
Soccer Field Add'l Hrs. [practice field only]	$25.00	$30.00
Corner Flag Rental	$40.00	$50.00
Net Rental [per set]	$100.00	$110.00
Field Painting	$75.00- 400.00	$75.00-400.00

GEZER PARK AMENITIES	Resident Fee	Non-Resident Fee	Civic Fee
2 Hour Fire Pit Rental	$75.00	$85.00	$65.00
Additional Hour – Fire Pit (2 additional hours maximum)	$20.00	$20.00	$20.00
Sukkah	$75.00	$75.00	$75.00
Gezer East Shelter	$58.00-$115.00	$72.00-135.00	$58.00-115.00

POOL / LESSONS / LEAGUES / CLASSES & CAMPS

Department	POOL / POOL PASS	Resident Fees	Non-resident Fees
Parks & Recreation	Daily	$6.00	$8.00
	Individual	$ 40.00	$ 55.00
	Senior Citizen [60+]	$30.00	$ 45.00
	Replacement Card	$5.00 each	$5.00 each
	5-visit Ticket	$27.00	$37.00

Department	SUPERPASS PROGRAM*	Resident Fees	Non-resident Fees
Parks & Recreation	Family [Up to 5 persons; plus $5 per additional person]	$ 55.00	$65.00
	Individual	$25.00	$30.00

*This program gives residents the option to purchase an add-on to their season pool pass, which allows access to municipal pools in Prairie Village, Mission, Merriam, Roeland Park, and Fairway

Department	Lessons, Leagues, Classes & Camps	Resident Fees	Non-resident Fees
Parks & Recreation	Swim Lessons	$ 20.00 - 40.00	$ 25.00 - 45.00
	Dive Lessons	$ 40.00	$ 45.00
	Aquatic Fitness Classes	$40.00-$60.00	$50.00-$70.00
	Youth Golf Lessons	$50.00-175.00	$50.00-200.00
	Swim Team	$145.00	$160.00
	Dive Team	$145.00	$160.00
	After Hours Pool Rentals	$100.00-300.00	$150.00-350.00
	Pool Rental Damage/Cleaning Deposit	$200.00	$200.00
	Tennis Lessons	$35.00-250.00	$40.00-275.00
	Tennis Leagues	$35.00-250.00	$40.00-275.00
	Soccer**	~~$60.00~~$65.00	~~$70.00~~$75.00
	T-Ball / Coach Pitch Baseball League***	$ 60.00	$ 70.00
	Youth Golf League	$65.00-140.00	$75.00-210.00
	Day/Teen Camps	$60.00-250.00	$68.00-275.00
	Sports Camps/Clinics	$55.00-190.00	$65.00-200.00
	Mini Camps [holiday, spring break, Shp/Drp	$10.00-70.00	$11.00-75.00
	Spring Soccer Tournament	$185.00-$250.00	~~$235.00~~$185.00-$250.00

*** Late registration fee of $10.00 – $65.00*

****Late registration fee of $15.00*

FACILITY RENTALS

COMMUNITY CENTER [Prime Time: Monday-Thursday 5:00 PM – 10:00 PM and Friday through Sunday] [located at City Hall, 4800 Town Center Drive]				
Location	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**
Oak Rm	**$150.00/hr**	**$175.00/hr**	**$195.00/hr**	**$140.00/hr**
Oak Rm Pkg [8-hrs]	**$1,100.00**	**$1,300.00**	**$1,460.00**	**$1,020.00**
Oak Rm Pkg [12-hrs]	**$1,650.00**	**$1,950.00**	**$2,190.00**	**$1,530.00**

COMMUNITY CENTER [located at City Hall, 4800 Town Center Drive]				
Location	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**
Maple Rm	**$50.00/hr**	**$65.00/hr**	**$85.00/hr**	**$40.00/hr**
Cedar Rm	**$30.00/hr**	**$45.00/hr**	**$65.00/hr**	**$20.00/hr**
Walnut Rm	**$35.00/hr**	**$50.00/hr**	**$70.00/hr**	**$25.00/hr**
Kitchen	**$30.00/event**	**$30.00/event**	**$30.00/event**	**$30.00/event**
Courtyard [city hall]	**$100.00/event**	**$150.00/event**	**$250.00/event**	**$75.00/event**

COMMUNITY CENTER [Non-Prime Time: Monday-Thursday 8:30 AM-5:00 PM] [located at City Hall, 4800 Town Center Drive]				
Location	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**
Oak Rm [2 hr. min.]	**$95.00/hr**	**$125.00/hr**	**$140.00/hr**	**$60.00/hr**

~~EQUIPMENT [PER EVENT]~~				
~~**Location**~~	~~**Resident Fees**~~	~~**Non-resident Fees**~~	~~**Commercial/ Business**~~	~~**Leawood Civic**~~
~~**Screen, Projector, DVD/VCR Rental**~~	~~**$25.00**~~	~~**$25.00**~~	~~**$25.00**~~	~~**$25.00**~~

PARKS AND RECREATION

THE LODGE AT IRONWOODS PARK – located at 14701 Mission Road [Prime Time: Monday-Thursday 5:00 PM – 10:00 PM; and Friday through Saturday]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
4hr. minimum	$290.00/hr	$340.00/hr	$350.00/hr	$280.00/hr	$290.00/hr
Pkg, [10hr. rental]	$2,800.00	$3,300.00	$3,400.00	$2,700.00	$2,800.00
Pkg. [12hr. rental]	$3,355.00	$3,955.00	$4,075.00	$3,235.00	$3,355.00

THE LODGE AT IRONWOODS PARK– [Off-Season (January & February) Prime Time and Sunday Rates] [located at 14701 Mission Road]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
4hr. minimum	$210.00/hr	$265.00/hr	$280.00/hr	$185.00/hr	$210.00/hr

THE LODGE AT IRONWOODS PARK– [Non-Prime Time] [Monday-Thursday 8:30 AM-5:00 PM] [located at 14701 Mission Road]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
4hr. minimum	$100.00/hr	$130.00/hr	$150.00/hr	$90.00/hr	$100.00/hr

EQUIPMENT [PER EVENT]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
~~Screen, Projector, DVD/VCR Rental~~	~~$50.00~~	~~$50.00~~	~~$50.00~~	~~$50.00~~	~~$50.00~~
Stage Rental	$75.00	$75.00	$75.00	$75.00	$75.00

MISCELLANEOUS EQUIPMENT & PERMIT FEES FOR COMMUNITY CENTER & THE LODGE				
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Civic & Non-Leawood Civic**
Cordless Microphone	$10.00/event	$10.00	$10.00	$10.00
Event Security Officer [4-hr. minimum]	$35.00/hr [per Officer]	$35.00/hr [per Officer]	$35.00/hr [per Officer]	$35.00/hr [per Officer]
Pipe & Drape	$75.00/event	$75.00	$75.00	$75.00
Alcohol Permit	$25.00/event	$25.00	$25.00	$25.00
Patio Clearing Fee	$150.00/event	$150.00/event	$150.00/event	$150.00/event

Screen, Projector, Blue-Ray Rental	**$50.00**	**$50.00**	**$50.00**	**$50.00**

PARKS AND RECREATION

PRAIRIE OAK NATURE CENTER				
Description	Resident Fees	Non-resident Fees	Commercial/ Business	Leawood Civic
Activity Room	$45.00/hr	$55.00/hr	$65.00/hr	$35.00/hr
Room w/Cabin or Course	$20.00/hr	$20.00/hr	$20.00/hr	$20.00/hr

CABIN RENTAL [One day is from 3:00 PM to 11:00 AM the following day]					
Description	Resident Fees	Non-resident Fees	Commercial/ Business	Leawood Civic	Non-Leawood Civic
Cabin- per day	$130.00	$160.00	$200.00	$120.00	$130.00
Late check-out [per 15 min]	$25.00	$25.00	$25.00	$25.00	
Primitive Camping [Nov-March]				$125.00-300.00	
Fire Ring for Scout ceremonies				$60.00 [2hr min]	
Fire Ring [addl. hr]				$15.00	

AMPHITHEATER				
Location	Resident Fees	Non-resident Fees	Commercial/ Business	Leawood Civic
City Hall	$100.00/event	$175.00/event	$250.00/event	$75.00/event
Ironwoods Park	$100.00/event	$175.00/event	$250.00/event	$75.00/event

CHALLENGE COURSE PROGRAMS –Team Building		
Description	Civic/Not for Profit	Corporate
Half Day Teambuilding Program [4 hrs]	$30.00/person	$50.00/person
Full Day Teambuilding Program [8 hrs]	$45.00/person	$80.00/person
Offsite Programs [up to 15 participants]	$75.00/hr [2 hr min.]	$175.00/hr [2 hr min.]

PARKS AND RECREATION

ALPINE TOWER & CAROLINA T-WALL RENTAL			
Description	**Resident Fees**	**Non-resident Fees**	**Civic Fees**
Up to 10 climbers	$150.00 per 2 hours	$180.00 per 2 hours	$150.00 @ 2 hrs
Addl. Climbers [max. 15 addl.]	$15.00/person	$18.00/person	$15.00/person
Add. Rental Hour	$90.00/hr	$110.00/hr	$90.00/hr

CARIBBEAN COURSE [INCLUDES GIANT SWING]			
Description	**Resident Fees**	**Non-resident Fees**	**Civic Fees**
Up to 10 participants	$225.00	$275.00	$225.00
Addl. Climbers [max. 15 addl.]	$25.00/person	$30.00/person	$25.00/person

GIANT SWING			
Description	**Resident Fees**	**Non-resident Fees**	**Civic Rate**
Up to 10 participants	$80.00	$100.00	$8.00
Addl. Participants [max. 15 addl.]	$8.00/person	$10.00/person	$8.00/person

MISCELLANEOUS SUPPLY/EQUIPMENT RENTAL		
Description	**Resident Fees**	**Non-resident Fees**
Firewood	$7.00/stack	$7.00/stack
Equipment Rental	$5.00-30.00/event	$5.00-$30.00/event

IRONHORSE BANQUET CENTER VISTA 154 RENTAL
All food and beverage must be ordered/purchased through the Banquet Center. Selected food items will be provided by an approved catering vendor. Beverage items must be purchased directly through Ironhorse Golf Club. Cash/Open Bar combination options available.

Rental Fees for Receptions	All Day Access			Extra Hours	Resident Discount
Wedding Reception	$3,800			$200/hr.	-$500 *

Rental Fees for Meetings/Events/ & Gatherings	Prime Time Hourly	Non-Prime Time Hourly		~~Sunday Rental~~	~~Resident Discount~~
Residential~~Business Meeting~~	~~$300~~$250	~~$150~~$125		~~$200/hr.~~	~~N/A~~
Non-Residential~~Civic Meeting~~	~~$250~~$275	~~$125~~$150		~~$150~~	~~-$50 *~~
~~Party~~Civic Group	~~$200~~$225	$100		~~$175~~	~~-$25 *~~

Prime Time	Monday – Thursday 5:00 P.M. – 10:00 P.M. and Fridays & Saturdays [2hr. minimum]
Non-Prime Time	Monday – Thursday 8:00 A.M. - 5:00 P.M. [2hr. minimum]

~~Party is defined as Shower, Graduation, Anniversary, Holiday Party, Bar/Bat Mitzvah, Family Reunion or other events that are not business or fundraiser related.~~

Hourly rates include basic room set up [i.e., tables, chairs]. A minimum $50.00/hour charge will apply to 'custom' set-ups.

Service charges applied on all food and beverage purchases.

ID and/or physical address confirmation required to be eligible for Leawood Resident rates.

Civic rates available only to non-profit entities with valid 501(c)3 status. Address confirmation required for Leawood Resident Civic rates.

Event Security Officers presence required during duration of event when alcohol is present.

Event Security $35/hr. per Officer [4 hr. minimum]	Stage $75/Event	AV Equipment $50/Event

A completed reservation form, $500 security deposit & valid cred card on file required to hold a future date.

CITY OF LEAWOOD, KANSAS

IRONHORSE GOLF CLUB

2019 Fee Schedule

City of Leawood

IRONHORSE GOLF CLUB

Troon Golf may adjust Golf Fees no more than 50% of the rack rate, as necessary, to fully maximize play to accommodate weather conditions and changes in course conditions, in response to competitive venues, and competitive sports events

DAILY FEE DEFINITIONS	Description
'Non-Prime Time'	Monday through Thursday, excluding Holidays
'Prime Time	Friday – Sunday and Holidays
Senior Rates	Applicable only during non-prime time, Monday-Thursday
Junior Rates	May-September, Monday-Friday
Twilight Rates	2:00 PM, 7 days per week
Evening Rates	4:00 PM, 7 days per week

DAILY FEES

GREENS FEES All Fees include Golf Cars Junior [21 & older] walking rates available	Non-Prime Time [Mon.–Thurs.]	.	Prime Time [Friday – Sunday]
18 Hole	$59.00		$74.00
Twilight Rate [2:00-4:00]	~~$48.00~~$49.00*		~~$58.00*~~$59.00*
Twilight Rate [2:00 – 4:00]	$48.00		$48.00
9-Hole Rate	$43.00		$54.00
Evening Rate [4:00-close]	$35.00		$42.00
Junior 18-Hole [age 21 & under]	$23.00-walking $33.00-riding		$48.00-riding only [Sat/Sun.]
Senior 18-Hole [age 60 & over]	$38.00		N/A
Pre-round practice balls are included with morning 18 hole fees 7 days per week, including Leawood Resident fees.			
*Leawood residents receive discounted fees if valid ID shows Leawood resident address..			

LEARNING CENTER FEES

Practice Tee	Fee
Regular Basket	$5.00
Large Basket	$10.00
Practice Holes	**Fee**
9 Holes	$7.00
Unlimited Daily Access	$15.00
Practice Green	No Charge

2016~~9~~ Practice Key	Fee
20 large baskets of practice balls [value ~~$200.00~~$180.00]	$150.00

Rental Clubs	Fee
Callaway Rental Clubs	$50.00/Set [includes 6 golf balls & valuables pouch]

Lessons	Fee
Private Lessons offered in various lengths	$25.00-$145.00 [Packages & video lessons available]
Group Lessons [One hour; 2-8 students]	$80.00-$200.00
Youth	$25.00-175.00 [Resident] $25.00-200.00 [Non-resident]

SPECIAL PROGRAMS	
Description	**Fee**
Junior Ten Play Card **For use Monday through Friday only, excluding holidays. Rounds of golf are fully transferable; Cards will be signed out at desk, and expiration will be one year from date of purchase. Golf cars are an additional $10.00 charge with a valid driver's license.**	**$195.00**
Senior Ten Play Card **For use Monday through Friday only, excluding holidays. Rounds of golf are non-transferable; Cards will be signed out at desk, and expiration will be one year from date of purchase.**	**$355.00**
Ironhorse Golf Association **This program includes the following amenities: Access to approximately 14 events per season; Flat rate pricing of $45 Monday-Thursday, $55 Friday-Sunday, $35 Twilight; GHIN handicap; 10% off non-sale merchandise in the Golf Shop excluding hard goods. [Optional daily event prize funds not included]**	**$400.00**
Triple Crown Club Annual Pass Holders ***March 1, 2019~~7~~ – February 28, 2020~~18~~.*** **This program includes the following amenities: Unlimited golf and golf car; One large basket of practice balls per day; Guest fees of $43 Monday-Thursday and $53 Friday-Sunday; $33 Twilight; GHIN handicap; Additional family members may be added for $1099.00 each for spouse or children 21 and under; 10% off non-sale merchandise in the Golf Shop excluding hard goods; Discounted Ironhorse Golf Association membership; Complimentary enrollment in Troon Rewards. These fees can be paid in two installments- March 1, 2017 and June 1, 2017.** **Pass Holders of the TCC enjoy playing privileges on all days for no additional charge.**	**[See Table Below]$** **All TCC Pass Holders will receive reward points for the cost of the Pass to their Troon Rewards account. For every 500 points you will receive a voucher for a free round of golf at any Troon Managed Golf facility.**
Junior Triple Crown Club Annual Pass Holders ***[May – September]*** **This program is for golfers 21 and under and includes the following amenities: Unlimited golf Monday-Friday & after 12:00 PM Saturday-Sunday; Optional $13.00 Golf Car fee with valid driver's license; One small basket of practice balls per day; 10% off non-sale merchandise in Golf Shop, excluding hard goods. Complimentary enrollment in Troon Rewards**	**$550.00 – walking only**

Description	Fee	Additional Information
New Pass Holder	$3,199	
Renewal Pass Holder [from 2014]	~~$2,869~~$2,949	
Leawood Resident	~~$2,699~~$2,799	
Intermediate Pass Holder (39 and under)	~~$1,999~~$2,149	Must Show valid ID
Additional Dependents	$1,099	
Champion [Over 60] – Resident	~~$1,650~~$1,749	[Monday-Thursday, excluding holidays.] Additional $17.00 per round on Friday-Sunday after 12:00 P.M. Regular rates apply prior to 12:00 P.M.
Champion [Over 60] – Non-Resident	~~$1,999~~$2,049	[Monday-Thursday, excluding holidays.] Additional $17.00 per round on Friday-Sunday after 12:00 P.M. Regular rates apply prior to 12:00 P.M.

LEAGUES

League rates are offered to groups who sign up for multiple weeks of play throughout the season. The league rate is a nine-hole rate and the fee is based upon the day of the week and the time of the evening. All league rates include golf car.

League Rate	**$30.00**

TOURNAMENTS

Groups of 12 or more players are invited to choose Ironhorse as their event venue. Customized group packages are available upon request, with prices ranging from $30 to $70 per player depending upon the day of the week, time of day and field size

SCHOOLS

Description	Fee
HIGH SCHOOL	**500.00 per school, per season [Spring or Fall]**
COLLEGE	**$2,250 per school [Spring and Fall- both included]**

"OFF-SEASON" RATES From November 21, ~~2016~~ 2018 through March 154, ~~2017~~2019		
Description	**Fee [Mon-Thu]**	**Fee [Fri-Sun)**
Prime [Open – 2:00]	**$41.00**	**$51-.00**
Twilight [2:00 PM]	**$31.00**	**$31.00**
Senior (60+)	**$31.00**	**N/A**
Junior	**$21walk/$31 ride**	**$40 walk/$41 ride**

HOLE SPONSORSHIPS

Hole Sponsorships are available for your business in the form of granite tee sign advertisements on all of our teeing grounds. Please contact the Professional Staff if you are interested in learning more about this opportunity to promote your business and get some great Ironhorse inclusions.

TROON REWARDS PROGRAM

All Ironhorse guests are invited to enroll in our complimentary Troon Rewards program. Earn a certificate towards a *free* round of golf for every 500 points you collect, reach elite status levels and receive additional discounts on golf and merchandise, and receive special offers and invitations to exclusive events. Earn a point for every dollar you spend on your own greens fees, or merchandise in the golf shop.

GHIN HANDICAP SERVICE

Any golfer is invited to purchase a 2019 GHIN Handicap Account through Ironhorse Golf Club for a $30 annual fee. Please inquire with our Professional Staff to sign up.

CLEAN COPY

CITY OF LEAWOOD, KANSAS

2019 Schedule of Fees

DRAFT

City of Leawood

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Department	**Description**	**Fee**
Police	**Alarm System Registration Fee**	**$10.00**
Police	**Late Payment Fee**	**$25.00**
Police	**Non-Registration Fee**	**$25.00**
	FALSE ALARM FEES **[Based upon number of false alarms occurring in the previous year]**	
	0-2 False alarms	**No Charge**
	3-4 False Alarms	**$50.00 each**
	5-6 False Alarms	**$100.00 each**
	7-8 False Alarms	**$150.00 each**
	9 and each subsequent alarm	**$200.00 each**

ANIMALS AND ANIMAL CONTROL

***The license year shall be from January 1st through December 31st. A penalty fee of $5.00 shall be assessed effective March 1st [following the 60-day grace period] and the 1st of each delinquent month thereafter. Any person bringing a dog or cat over six months old in the City on or after March 1st shall have thirty days from the day the animal is brought into the City to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty [30] days delinquent will be assessed in addition to the normal license fee.**

Department	Description	Fee
Finance	***Unneutered or Unspayed Dog or Cat Tags**	**$25.00 each**
Finance	***Neutered or Spayed Dog or Cat Tags**	**$5.00 each**
Finance	**Lost Tag Replacement**	**$2.00 each**
City Clerk	**Special Animal Permit Application Fee [non-refundable, non-returnable]**	**$100.00**
City Clerk	**Special Animal Permit Annual Renewal Fee**	**$50.00**
	Animal Impoundment	
Police	**Impoundment Fee [per occurrence]**	**$30.00**
Police	**Daily Impoundment Fee**	**$20.00 @ animal**

BURNING PERMIT FEES

Department	Description	Fee
Fire	**Burning Permit**	**$100.00**
Fire	**All other permits as listed in the International Fire Code**	**$50.00**

COURT		
Department	Description	Fee
Court	Motion to revoke Diversion/Probation	$50.00
Court	Motion to Set Aside Guilty Plea	$50.00
Court	Record Expungement Filing Fee	$100.00

FINGERPRINT CARDS [Leawood residents & persons working in Leawood only]		
Department	Description	Fee
Police	Each additional card after first 2 free cards	$1.00

INSUFFICIENT FUNDS [WORTHLESS] CHECK		
Department	Description	Fee
Finance	Worthless [Insufficient Funds] Check	$30.00

	MAPS	
Department	Description	Fee
Planning	Zoning Map [11 X 17]	$1.00 each
	Subdivision Map [11 X 17]	$1.00 each
	Comprehensive Plan Map	$1.00 each
	Street Plan Map	$1.00 each

	MASSAGE THERAPY LICENSE	
Codes	Annual Massage Business License [each establishment]	$150.00
Codes	Annual Massage Therapist License [each individual]	$75.00
Police	Massage Therapist Background Fingerprint Fee [individual]	$53.00

NEIGHBORHOOD BLOCK PARTY FEES		
Department	Description	Fee
Police	Neighborhood Block Party	$15.00 each

PARADE PERMIT/CHARITY RUNS		
Department	Description	Fee
Police	Parade/Runs Permit	$25.00 each

EVENT SECURITY/TRAFFIC CONTROL ASSISTANCE		
Department	Description	Fee
Police	Event Security Officer [4-hr. minimum]	$35.00 per hr.

SOLICITATION PERMIT APPLICATION		
Department	Description	Fee
Police	Processing Fee [Individual]	$10.00

DOCUMENT & RESEARCH FEES CITY-WIDE FEES Department Publication/Report Fees		
Department	Description	Fee
City-Wide	Record search/record inspection	$15.00-$25.00 per hour per employee engaged in record search (minimum of $15.00)
Police	Digital Research/Redaction Fees	$15.00-$25.00 per hour per employee engaged in record search (minimum of $15.00)
City-Wide	8 ½ X 11; 8 ½ X 14; 11 X 17; and 12 X 18 documents	$.50 per page
Police	8 ½ X 11 DUI Report	$.25 per page
City-Wide	24 X 36 document	$5.00
City-Wide	DVD Copying	$25.00 @ DVD
	Audio Copying	$25.00 @ DVD
	MP3 Copying	$25.00 @ DVD
City-Wide	Color reprints of digital photographs	$5.00 @ sheet
City Wide	Publications/Reports [Other than those specifically mentioned herein]	Individually determined based upon printing costs
Public Works	Construction Standards Book	$30.00 each
Community Development	Comprehensive Plan Book	$20.00 each
Community Development	Leawood Development Ordinance [LDO]	$20.00 each
Codes	Leawood Building Code	$10.00 @ book
Community Development	135th Street [Corridor] Community Plan	$35.00 each

PLANNING & DEVELOPMENT

Rezoning		
Department	Description	Fee
	Residential Rezoning [RP-A5 to RP-4]	
Planning	Tract size 0 – 5 acres	$400.00
	Tract size 5 + acres	$500.00
	Commercial Rezoning [SD-NCR to SD-CR]	
Planning	Tract size 0 – 5 acres	$800.00
	Tract size 5.1 – 10 acres	$900.00
	Tract size 10.1 + acres	$1,200.00
	Office Rezoning [SD-O]	
Planning	Tract size 0 – 5 acres	$800.00
	Tract size 5.1 – 10 acres	$900.00
	Tract size 10.1 + acres	$1,200.00
	Recreation Rezoning	
Planning	Any tract size	$600.00
	Business Park [BP] Rezoning	
Planning	Tract size 0 – 5 acres	$800.00
	Tract size 5 + acres	$1,000.00
	Mixed Use [MXD] Rezoning	
Planning	Tract size 0 – 5 acres	$900.00
	Tract size 5.1 – 10 acres	$1,000.00
	Tract size 10.1 + acres	$1,200.00
	Mixed Rezoning [Combination of 2 or more districts]	
Planning	Tract size 0 – 10 acres	$1,000.00
	Tract size 10.1 + acres	$1,500.00

	BANNERS- on light poles as permitted by the Leawood Development Ordinance [LDO]	Fee
Planning	1 to 10 Banners	$5.00 @ banner
	11 to 20 Banners	$10.00 @ banner
	21 to 30 Banners	$15.00 @ banner
	31 to 40 Banners	$20.00 @ banner
	41 to 50 Banners	$25.00 @ banner
	Over 50 Banners	$40.00 @ banner

PLANNING & DEVELOPMENT

Preliminary Plan		
Department	**Residential Preliminary Plan [RP-A5 to RP-4]**	**Fee**
Planning	**Tract size 0 – 5 acres**	**$400.00**
	Tract size 5 + acres	**$500.00**
	Non-Agricultural/Non-Residential Preliminary Plan [AG]	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Commercial Preliminary Plan [SD-NCR to SD-CR]	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Office Preliminary Plan [SD-O]	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Recreation Preliminary Plan	
Planning	**Any tract size**	**$600.00**
	Business Park [BP] Preliminary Plan	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5 + acres	**$800.00**
	Mixed Use [MXD] Preliminary Plan	
Planning	**Tract size 0 – 5 acres**	**$700.00**
	Tract size 5.1 – 10 acres	**$800.00**
	Tract size 10.1 + acres	**$1,000.00**
	Mixed Preliminary Plan [Combination of 2 or more districts]	
Planning	**Tract size 0 – 10 acres**	**$700.00**
	Tract size 10.1 + acres	**$1,000.00**

PLANNING & DEVELOPMENT

Final Plan

Applicant is responsible for the cost of publishing rezoning, preliminary plan, preliminary plat or special use permit Notice of Hearing. Applicant is responsible for the cost of publishing rezoning, special use permit, or vacation ordinance following City Council approval, and for the cost of recording plats.

Department	Residential Final Plan [RP-A5 to RP-4]	Fee
Planning	Tract size 0 – 5 acres	$400.00
	Tract size 5 + acres	$400.00
	Non-Agricultural/Non-Residential Final Plan [AG]	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Commercial Final Plan [SD-NCR to SD-CR]	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Office Final Plan [SD-O]	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Recreation Final Plan	
Planning	Any tract size	$400.00
	Business Park [BP] Final Plan	
Planning	Tract size 0 – 5 acres	$500.00
	Tract size 5 + acres	$600.00
	Mixed Use [MXD] Final Plan	
Planning	Tract size 0 – 5 acres	$600.00
	Tract size 5.1 – 10 acres	$700.00
	Tract size 10.1 + acres	$900.00
	Mixed Final Plan [Combination of 2 or more districts]	
Planning	Tract size 0 – 10 acres	$600.00
	Tract size 10.1 + acres	$900.00

PLANNING & DEVELOPMENT

	SUBDIVISION REGULATION PROCEDURES	
Planning	**Preliminary Plat Submission**	**$800.00 minimum + $2.00 per lot/tract**
	Final Plat Submission	**$400.00 minimum + $2.00 per lot/tract**
	Cost to Develop Arterial Streets	
Planning	**When a designated arterial street abuts the property owner's land, the property owner shall pay at least 50% of the cost to develop said street to the standards prescribed for a major collector to pay for the future improvement of the street or to reimburse the City for its costs for a street which has already been improved to major collector standards, unless the property owner has paid the 135th Street Corridor Impact Fee for the property. The cost to construct a major collector shall be determined at the time an existing collector was constructed or, for future construction is established at $622.00 per foot. Fee shall not be applicable for a single residential lot split if lot owner has dedicated any required right-of-way for street improvement and dedication approved by Governing Body.**	**$622.00 per foot. Fee shall be collected at time of platting.**
	SPECIAL USE PERMITS [SUP]	**Fee**
Planning	**Tract Size 0 – 5 acres**	**$300.00 each**
	Tract size 5.1 – 10 acres	**$400.00 each**
	Tract size 10.1 + acres	**$500.00 each**
	Temporary Use Permit	**$50.00 each**
	Seasonal Sales	**$50.00 @ application**

	OTHER PLAN APPROVALS	Fee
Planning	Hardscape Plan, Landscape Plan, Sign Plan	$200.00 each
	Sport Court Application	$75.00 each
	Roofing Material & Color Application	$75.00 each
	Modification of Stipulations	$200.00 @ application
	Final Plan for Changes to Building Façade/Elevations Application	$300.00 each
	Final Plan Re-Inspection Fee	$75.00 each
	Wireless Communication Facilities Co-locations and Modifications to Existing Tower or Base Station	$300.00 each
	Administrative Review of Electric Car Charging Stations	$100.00 each
	Administrative Review of Ground Mounted Utility Box	$100.00 each
	Administrative Review of WiFi Antennae Systems	$200.00 each

	SIGNS & BANNERS	Fee
Planning	Monument Sign/Structures- All sizes [Additional electrical permit required]	$200.00
	Permanent Sign – Wall Sign- All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Canopy Sign – All sizes	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Awning Sign – All sizes	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Blade Sign – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Building Identification Symbols – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Directional Sign – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Directory Sign – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]
	Permanent Sign - Signage on Architectural Structures – All sizes [Additional electrical permit required]	$4.00 @ sq. ft. [min. $25.00]

BUILDING CODES

Department	SUBCONTRACTOR FEES [Includes all mechanical, electrical, and plumbing subcontractor fees]	Fee
Building Codes	New Commercial & multi-family [non-one & two family]	4% of construction permit fee [$200.00 minimum @ contractor
	Existing commercial & multi-family [non-one & two family]	3% of construction permit fee [$150.00 minimum @ contractor
	New one & two family	$100.00 @ contractor
	Existing one & two family	$40.00 @ contractor

Department	FIRE SPRINKLER FEES	Fee
Building Codes	Commercial & multi-family [non-one & two family]	$0.04 @ sq. foot [$200.00 minimum]
	One and two family	$0.02 @ sq. foot [$200.00 minimum]

Department	PLAN REVIEW FEE	Fee
Building Codes	New Commercial & multi-family [non-one & two family]	65% of total permit fee [includes construction permit, subcontractor & structural fire sprinkler fee
	Existing commercial & multi-family [non-one & two family]	25% of total permit fee [includes construction permit, subcontractor & structural fire sprinkler fee
	All one and two family	10% of construction permit fee [$30.00 minimum]

BUILDING VALUATION DATA

SQUARE FOOT CONSTRUCTION COSTS [a,b,c,d,e,f]										
	GROUP	I-A	I-B	II-A	II-B	III-A	III-B	IV	V-A	V-B
A-1	Assembly, theaters, with stage	229.03	221.51	216.10	207.06	194.68	189.07	200.10	177.95	171.21
A-1	Assembly, theaters, without stage	209.87	202.35	196.94	187.90	175.62	170.01	180.94	158.89	152.15
A-2	Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.80	137.68	132.99
A-2	Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.80	135.68	131.99
A-3	Assembly, churches	211.95	204.43	199.02	189.98	177.95	172.34	183.02	161.22	154.48
A-3	Assembly, general, community halls, libraries, museums	176.88	169.36	162.95	154.91	141.73	137.12	147.95	125.00	119.26
A-4	Assembly, arenas	208.87	201.35	194.94	186.90	173.62	169.01	179.94	156.89	151.15
B	Business	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
E	Educational	192.29	185.47	180.15	172.12	160.72	152.55	166.18	140.46	136.18
F-1	Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2	Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	64.44
H-1	High Hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	NP
H-234	High Hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5	HPM	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
I-1	Institutional, supervised environment	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
I-2	Institutional, hospitals	308.50	301.79	295.93	287.50	272.14	NP	281.10	254.09	NP
I-2	Institutional, nursing homes	213.56	206.85	200.99	192.56	179.22	NP	186.16	161.17	NP
I-3	Institutional, restrained	208.37	201.66	195.80	187.37	174.54	167.98	180.97	156.48	148.74
I-4	Institutional, day care facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
M	Mercantile	132.61	127.57	121.79	116.21	106.35	103.15	110.52	92.05	88.36
R-1	Residential, hotels	184.11	177.46	172.55	164.31	152.38	148.31	164.31	136.85	132.55
R-2	Residential, multiple family	154.38	147.73	142.82	134.58	123.25	119.18	134.58	107.72	103.42
R-3	Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4	Residential, care/assisted living facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
S-1	Storage, moderate hazard	101.01	96.02	89.86	86.20	76.60	72.79	82.19	61.73	57.67
S-2	Storage, low hazard	100.01	95.02	89.86	85.20	76.60	71.79	81.19	61.73	56.67
U	Utility, miscellaneous	77.82	73.48	69.04	65.52	59.23	55.31	62.58	46.83	44.63

a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = $15.00 per square foot
c. Finished basements (R-3) = $20.00 per square foot
d. For shell only buildings, deduct 40 percent
e. For tenant finish, deduct 50 percent
f. NP = not permitted

BUILDING CODES

CONSTRUCTION, ALTERATIONS AND REMODELING

*CONSTRUCTION PERMIT FEES

* The valuation for all building projects shall be established in conformance with the Valuation Table. Construction permit fees for all building and construction projects shall be based upon the valuation of work permitted or by utilizing the valuation as calculated in accordance with the Building Valuation Data Table. The permit fee will be based on the higher of either the provided valuation or the calculated valuation. Total valuation shall be established in conformance with Chapter 4 of the Code of the City of Leawood, 2000.

Department	TOTAL VALUATION	FEE
Building Codes	**$0.00 to $500.00**	**$25.00**
	$501.00 to $2,000.00	**$25.00 for the first $500.00 plus $3.00 for each additional $100.00, or fraction thereof, to and including $2,000.00**
	$2,001.00 to $25,000.00	**$70.00 for the first $2,000.00 plus $12.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00**
	$25,001.00 to $50,000.00	**$392.00 for the first $25,000.00 plus $8.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00**
	$50,001.00 to $100,000.00	**$642.00 for the first $50,000.00 plus $5.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00**
	$100,001.00 to $500,000.00	**$992.00 for the first $100,000.00 plus $4.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00**
	$500,001.00 to $1,000,000.00	**$3,392.00 for the first $500,000.00 plus $3.00 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00**
	$1,000,001.00 and up	**$5,892.00 for the first $1,000,000.00 plus $2.00 for each additional $1,000.00, or fraction thereof**

Department	Type of Land Disturbance Permit	Fee
Building Codes	**One and two family building permits**	**$50.00 @ lot**
	Grading, filing & excavation for commercial, multi-family & residential development projects	**$250.00 @ disturbed acre, or portion thereof [$250.00 minimum]**

BUILDING CODES

Department	Miscellaneous Construction, and Administrative	Fee
Building Codes	Apartment annual rental license	$20.00 @ unit
	Board of Zoning Appeals [BZA] application	$150.00
	Building & Fire Code Board of Appeals application [commercial & multi-family projects]	$150.00
	Building & Fire Code Board of Appeals application one & two family projects	$150.00
	Certificate of Occupancy Permit	$100.00 each
	Certificate of Occupancy - Temporary	$100.00 @ issuance & extension
	Code Modification Request applications [commercial & multi-family projects]	$150.00
	Code Modification Request applications [one & two family projects]	$75.00
	Complete Construction Activities without Inspection Approval	$100.00- 1st Offense $200.00 @ add'tl offense
	Construction dumpster/portable storage container	$25.00 @ container
	Demolition of commercial & multi-family [non-one & two family] structure	$200.00 @ structure
	Demolition of one & two family structure	$100.00 @ structure
	Elevator Permit- Commercial & multi-family [non-one & 2 family]	$300.00 @ each piece of elevator equipment
	Elevator Permit - One & two family	$100.00 @ each piece of elevator equipment
	Estate Sale Permit	$25.00
	Footing & Foundation Permit	See Valuation Table
	Inspection after normal business hours	$50.00 @ hour [$100.00 min.]
	Moving of structure	$500.00 @ structure
	New building products evaluation review	$75.00 @ evaluation
	No Parking Signs [Required for single family tear-down/re-builds, & other projects as determined by Public Safety]	$200.00 [Material & Installation]
	Re-inspection for commercial & multi-family [non-one & two family] projects	$100.00
	Re-inspection for one & two family projects	$100.00
	Re-instatement of expired permit	Based on percent of work remaining, up to 50% of original permit fee
	Rental Inspection	$20.00 @ inspection
	Single family dwelling annual rental license	$75.00 @ dwelling
	Working w/o construction permit	Double permit fee

PUBLIC WORKS

RIGHT-OF-WAY [ROW] MANAGEMENT FEES		
Department	**Description**	**Fee**
Public Works	**Right-of-way [ROW] Permit**	**$75.00**
	Any work started or completed within ROW, without inspection or ROW Permit	**$150.00**

Department	Description	Fee
	Sidewalks	
Public Works	**Residential Interior Lot [one & two family]**	**$75.00 each**
	Residential Corner Lot [one & 2 family]	**$75.00 each**
	Commercial Lot	**$75.00 each**
	Any work started or completed within ROW without inspection or ROW Permit	**$150.00 each**

Department	Description	Fee
	Drive Approaches	
Public Works	**Residential**	**$75.00 each**
	Commercial	**$75.00 each**
	Any work started or completed within ROW without inspection or ROW Permit	**$150.00 each**

Department	Description	Fee
	Streets	
Public Works	**Use and excavation of public ROW involving installation and/or repair of driveway, storm sewer, telephone, telecable, sidewalk, electricity, water, gas, ADA ramp, irrigation lines, street lights or streets**	**$75.00**
	Maintenance Bond [for public improvement]	**100% of construction cost for 2 years**
	Maintenance Bond [if required in the ROW under ROW permit	**$5,000 individual permit or $50,000 annually**
	Open cut in pavement permit	**See *Street Excavation Costs***
	Street name signs material and installation	**$150.00 per intersection**
	All other miscellaneous street signs	**100% of material & installation**
	Street / Utility / Vacation	**$200.00 each**

PUBLIC WORKS ACTIVITIES		
* This is not a service. Back charge work will be done only with the approval of the City Engineer. Cost is for workers and/or equipment. There will be a two-hour minimum charge. Transportation to the job site will be charged at the same rate.		
Department	Description	Fees
	*Back Charge Recovery Costs – Mud Ordinance	
	Activities	
Public Works	Truck w/driver	$100.00 per hour
	Dump Truck w/driver	$100.00 per hour
	Sweeper w/operator	$120.00 per hour
	Jet rodder w/operator	$120.00 per hour
	Back hoe w/operator	$120.00 per hour
	Bobcat, pick-up, trailer & hand tools w/operator	$120.00 per hour
	Loader w/operator	$120.00 per hour
	Additional Labor	
Public Works	Maintenance Worker I	$30.00 per hour
	Maintenance Worker II	$35.00 per hour
	Crew Leader	$45.00 per hour
	Supervisor	$55.00 per hour
	Construction Inspector	$55.00 per hour
	Heavy Equipment Operator	$40.00 per hour

BLASTING		
Department	Description	Fee
Public Works	Blasting Application	$300.00 each
	Re-issuance of blasting permit	$100.00 each

INSPECTION		
Department	Description	Fee
Public Works	Review & inspection of public improvement by private developers	5% of total construction cost for each type of permit issued
	Inspection for site review of swales and BMP's	$100.00 per inspection
	Re-Inspection Fee [1st and 2nd Inspections are paid in ROW Permit. If after 2nd Inspection fails, a re-inspection fee will be charged for each addt'l inspection of failed item	$30.00

STREET EXCAVATION Costs

Cost per Square Yard for Streets, Overlays and Sealcoats
X Depreciation Rate X Area of Influence (1)

DEPRECIATION RATES

Street (2)

Age	Rate	Age	Rate
0	100%	21	58%
1	99%	22	56%
2	98%	23	54%
3	97%	24	52%
4	96%	25	49%
5	95%	26	47%
6	93%	27	45%
7	90%	28	42%
8	88%	29	40%
9	86%	30	39%
10	84%	31	36%
11	81%	32	33%
12	79%	33	31%
13	77%	34	29%
14	74%	35	26%
15	72%	36	24%
16	70%	37	22%
17	68%	38	20%
18	65%	39	17%
19	63%	40	15%
20	61%		

Overlays

Age	Rate
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	0%

Sealcoats

Age	Rate
1	80%
2	60%
3	40%
4	20%
5	0%

Cost Per Square Yard (3)

Type	Cost
Asphalt St. Reconst.	$78.00
Overlays	$19.40
Sealcoats	$2.00

Notes:

1.

1. Area of influence is equal to the area of the cut plus 2.5 feet on each side (expressed in square yards).
2 Depreciation rates are based on a 40-year designing standard. Depreciation for the first 5 years is 1% per year, followed by a straight-line depreciation less 15% for the remaining street design standard (35 years). Depreciation can occur at 1% per year after this time for up to 15 years or street reconstruction, whichever comes first. This reflects the consensus of the Committee that streets retain some value beyond their design standards or expected street life.

3. Cost estimates are based on historical data maintained by Leawood's Department of Public Works.

PARKS AND RECREATION

Department	Events, Classes, Trips, & Miscellaneous	Fee
Parks & Recreation	Birthday Parties at Prairie Oak Nature Center [Resident] *	$145.00 -300.00
	Birthday Parties at Prairie Oak Nature Center [Non-resident]**	$170.00-350.00
	Class Cancellation/Transfer	$5.00
	Facility Transfer	$10.00-50.00
	Instructional Classes	$5.00-500.00
	Outdoor Education Programs*	$5.00-220.00
	Outdoor Education Off-Site Nature Programs	$75.00-150.00
	Oxford School Educational Programs	$2.00-40.00
	Special Events	$5.00-125.00
	Special Event Use Fee	$35.00-500.00
	Trips [One-day & extended]	$10.00-500.00

** Add $5.00 per participant over 15 participants*
***Add $7.00 per participant over 15 participants*

PARK FACILITY RENTAL	Resident Fees	Non-resident Fees
Ball Field Rental	$10.00 per 90 min.	$15.00 per 90 min..
Tennis Court Rental	$4.00-5.00 per hr.	$8.00-10.00 per hr.
Tennis Court Light Use	$3.00 per 1 hr.	$3.00 per 1 hr.
Volleyball Court Rental	$35.00 per 5hrs.	$45.00 per 5 hrs.
Volleyball Court Rental [Tournaments]	$75.00/ day	$125.00/ day
Small Shelter Reservations	$36.00 – 65.00	$50.00-95.00
Regular Shelter Reservations	$45.00-80.00	$60.00-110.00
Large Shelter Reservations	$63.00-$120.00	$77.00-140.00
Basketball Goal	$5.00 per hr.	$10.00 per hr.
Soccer Field [Game Field Rental]	$200.00	$250.00
Soccer Field [Practice Field Rental]	$40.00 per 2 hrs.	$50.00 per 2 hrs.
Soccer Field Add'l Hrs. [practice field only]	$25.00	$30.00
Corner Flag Rental	$40.00	$50.00
Net Rental [per set]	$100.00	$110.00
Field Painting	$75.00- 400.00	$75.00-400.00

GEZER PARK AMENITIES	Resident Fee	Non-Resident Fee	Civic Fee
2 Hour Fire Pit Rental	$75.00	$85.00	$65.00
Additional Hour – Fire Pit (2 additional hours maximum)	$20.00	$20.00	$20.00
Sukkah	$75.00	$75.00	$75.00
Gezer East Shelter	$58.00-$115.00	$72.00-135.00	$58.00-115.00

POOL / LESSONS / LEAGUES / CLASSES & CAMPS

Department	POOL / POOL PASS	Resident Fees	Non-resident Fees
Parks & Recreation	Daily	$6.00	$8.00
	Individual	$ 40.00	$ 55.00
	Senior Citizen [60+]	$30.00	$ 45.00
	Replacement Card	$5.00 each	$5.00 each
	5-visit Ticket	$27.00	$37.00

Department	SUPERPASS PROGRAM*	Resident Fees	Non-resident Fees
Parks & Recreation	Family [Up to 5 persons; plus $5 per additional person]	$ 55.00	$65.00
	Individual	$25.00	$30.00

*This program gives residents the option to purchase an add-on to their season pool pass, which allows access to municipal pools in Prairie Village, Mission, Merriam, Roeland Park, and Fairway

Department	Lessons, Leagues, Classes & Camps	Resident Fees	Non-resident Fees
Parks & Recreation	Swim Lessons	$ 20.00 - 40.00	$ 25.00 - 45.00
	Dive Lessons	$ 40.00	$ 45.00
	Aquatic Fitness Classes	$40.00-$60.00	$50.00-$70.00
	Youth Golf Lessons	$50.00-175.00	$50.00-200.00
	Swim Team	$145.00	$160.00
	Dive Team	$145.00	$160.00
	After Hours Pool Rentals	$100.00-300.00	$150.00-350.00
	Pool Rental Damage/Cleaning Deposit	$200.00	$200.00
	Tennis Lessons	$35.00-250.00	$40.00-275.00
	Tennis Leagues	$35.00-250.00	$40.00-275.00
	Soccer**	$65.00	$75.00
	T-Ball / Coach Pitch Baseball League***	$ 60.00	$ 70.00
	Youth Golf League	$65.00-140.00	$75.00-210.00
	Day/Teen Camps	$60.00-250.00	$68.00-275.00
	Sports Camps/Clinics	$55.00-190.00	$65.00-200.00
	Mini Camps [holiday, spring break, Shp/Drp	$10.00-70.00	$11.00-75.00
	Spring Soccer Tournament	$185.00-$250.00	$185.00-$250.00

*** Late registration fee of $10.00 – $65.00*

****Late registration fee of $15.00*

City of Leawood 2019 Schedule of Fees

FACILITY RENTALS

COMMUNITY CENTER [Prime Time: Monday-Thursday 5:00 PM – 10:00 PM and Friday through Sunday] [located at City Hall, 4800 Town Center Drive]				
Location	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**
Oak Rm	**$150.00/hr**	**$175.00/hr**	**$195.00/hr**	**$140.00/hr**
Oak Rm Pkg [8-hrs]	**$1,100.00**	**$1,300.00**	**$1,460.00**	**$1,020.00**
Oak Rm Pkg [12-hrs]	**$1,650.00**	**$1,950.00**	**$2,190.00**	**$1,530.00**

COMMUNITY CENTER [located at City Hall, 4800 Town Center Drive]				
Location	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**
Maple Rm	**$50.00/hr**	**$65.00/hr**	**$85.00/hr**	**$40.00/hr**
Cedar Rm	**$30.00/hr**	**$45.00/hr**	**$65.00/hr**	**$20.00/hr**
Walnut Rm	**$35.00/hr**	**$50.00/hr**	**$70.00/hr**	**$25.00/hr**
Kitchen	**$30.00/event**	**$30.00/event**	**$30.00/event**	**$30.00/event**
Courtyard [city hall]	**$100.00/event**	**$150.00/event**	**$250.00/event**	**$75.00/event**

COMMUNITY CENTER [Non-Prime Time: Monday-Thursday 8:30 AM-5:00 PM] [located at City Hall, 4800 Town Center Drive]				
Location	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**
Oak Rm [2 hr. min.]	**$95.00/hr**	**$125.00/hr**	**$140.00/hr**	**$60.00/hr**

PARKS AND RECREATION

THE LODGE AT IRONWOODS PARK – located at 14701 Mission Road [Prime Time: Monday-Thursday 5:00 PM – 10:00 PM; and Friday through Saturday]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
4hr. minimum	$290.00/hr	$340.00/hr	$350.00/hr	$280.00/hr	$290.00/hr
Pkg, [10hr. rental]	$2,800.00	$3,300.00	$3,400.00	$2,700.00	$2,800.00
Pkg. [12hr. rental]	$3,355.00	$3,955.00	$4,075.00	$3,235.00	$3,355.00

THE LODGE AT IRONWOODS PARK– [Off-Season (January & February) Prime Time and Sunday Rates] [located at 14701 Mission Road]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
4hr. minimum	$210.00/hr	$265.00/hr	$280.00/hr	$185.00/hr	$210.00/hr

THE LODGE AT IRONWOODS PARK– [Non-Prime Time] [Monday-Thursday 8:30 AM-5:00 PM] [located at 14701 Mission Road]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
4hr. minimum	$100.00/hr	$130.00/hr	$150.00/hr	$90.00/hr	$100.00/hr

EQUIPMENT [PER EVENT]					
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Leawood Civic**	**Non-Leawood Civic**
Stage Rental	$75.00	$75.00	$75.00	$75.00	$75.00

MISCELLANEOUS EQUIPMENT & PERMIT FEES FOR COMMUNITY CENTER & THE LODGE				
Description	**Resident Fees**	**Non-resident Fees**	**Commercial/ Business**	**Civic & Non-Leawood Civic**
Cordless Microphone	$10.00/event	$10.00	$10.00	$10.00
Event Security Officer [4-hr. minimum]	$35.00/hr [per Officer]	$35.00/hr [per Officer]	$35.00/hr [per Officer]	$35.00/hr [per Officer]
Pipe & Drape	$75.00/event	$75.00	$75.00	$75.00
Alcohol Permit	$25.00/event	$25.00	$25.00	$25.00
Patio Clearing Fee	$150.00/event	$150.00/event	$150.00/event	$150.00/event
Screen, Projector, Blue-Ray Rental	$50.00	$50.00	$50.00	$50.00

PARKS AND RECREATION

PRAIRIE OAK NATURE CENTER				
Description	Resident Fees	Non-resident Fees	Commercial/ Business	Leawood Civic
Activity Room	$45.00/hr	$55.00/hr	$65.00/hr	$35.00/hr
Room w/Cabin or Course	$20.00/hr	$20.00/hr	$20.00/hr	$20.00/hr

CABIN RENTAL [One day is from 3:00 PM to 11:00 AM the following day]					
Description	Resident Fees	Non-resident Fees	Commercial/ Business	Leawood Civic	Non-Leawood Civic
Cabin- per day	$130.00	$160.00	$200.00	$120.00	$130.00
Late check-out [per 15 min]	$25.00	$25.00	$25.00	$25.00	
Primitive Camping [Nov-March]				$125.00-300.00	
Fire Ring for Scout ceremonies				$60.00 [2hr min]	
Fire Ring [addl. hr]				$15.00	

AMPHITHEATER				
Location	Resident Fees	Non-resident Fees	Commercial/ Business	Leawood Civic
City Hall	$100.00/event	$175.00/event	$250.00/event	$75.00/event
Ironwoods Park	$100.00/event	$175.00/event	$250.00/event	$75.00/event

CHALLENGE COURSE PROGRAMS –Team Building		
Description	Civic/Not for Profit	Corporate
Half Day Teambuilding Program [4 hrs]	$30.00/person	$50.00/person
Full Day Teambuilding Program [8 hrs]	$45.00/person	$80.00/person
Offsite Programs [up to 15 participants]	$75.00/hr [2 hr min.]	$175.00/hr [2 hr min.]

PARKS AND RECREATION

ALPINE TOWER & CAROLINA T-WALL RENTAL			
Description	Resident Fees	Non-resident Fees	Civic Fees
Up to 10 climbers	$150.00 per 2 hours	$180.00 per 2 hours	$150.00 @ 2 hrs
Addl. Climbers [max. 15 addl.]	$15.00/person	$18.00/person	$15.00/person
Add. Rental Hour	$90.00/hr	$110.00/hr	$90.00/hr

CARIBBEAN COURSE [INCLUDES GIANT SWING]			
Description	Resident Fees	Non-resident Fees	Civic Fees
Up to 10 participants	$225.00	$275.00	$225.00
Addl. Climbers [max. 15 addl.]	$25.00/person	$30.00/person	$25.00/person

GIANT SWING			
Description	Resident Fees	Non-resident Fees	Civic Rate
Up to 10 participants	$80.00	$100.00	$8.00
Addl. Participants [max. 15 addl.]	$8.00/person	$10.00/person	$8.00/person

MISCELLANEOUS SUPPLY/EQUIPMENT RENTAL		
Description	Resident Fees	Non-resident Fees
Firewood	$7.00/stack	$7.00/stack
Equipment Rental	$5.00-30.00/event	$5.00-$30.00/event

IRONHORSE BANQUET CENTER VISTA 154 RENTAL
All food and beverage must be ordered/purchased through the Banquet Center. Selected food items will be provided by an approved catering vendor. Beverage items must be purchased directly through Ironhorse Golf Club. Cash/Open Bar combination options available.

Rental Fees for Receptions	All Day Access			Extra Hours	Resident Discount
Wedding Reception	$3,800			$200/hr.	-$500 *

Rental Fees for Meetings/Events/ & Gatherings	Prime Time Hourly	Non-Prime Time Hourly			
Residential	$250	$125			
Non-Residential	$275	$150			
Civic Group	$225	$100			

Prime Time	Monday – Thursday 5:00 P.M. – 10:00 P.M. and Fridays & Saturdays [2hr. minimum]
Non-Prime Time	Monday – Thursday 8:00 A.M. - 5:00 P.M. [2hr. minimum]

Hourly rates include basic room set up [i.e., tables, chairs]. A minimum $50.00/hour charge will apply to 'custom' set-ups.

Service charges applied on all food and beverage purchases.

ID and/or physical address confirmation required to be eligible for Leawood Resident rates.

Civic rates available only to non-profit entities with valid 501(c)3 status. Address confirmation required for Leawood Resident Civic rates.

Event Security Officers presence required during duration of event when alcohol is present.

Event Security	Stage	AV Equipment
$35/hr. per Officer [4 hr. minimum]	$75/Event	$50/Event

A completed reservation form, $500 security deposit & valid cred card on file required to hold a future date.

CITY OF LEAWOOD, KANSAS

IRONHORSE GOLF CLUB

2019 Fee Schedule

City of Leawood

IRONHORSE GOLF CLUB

Troon Golf may adjust Golf Fees no more than 50% of the rack rate, as necessary, to fully maximize play to accommodate weather conditions and changes in course conditions, in response to competitive venues, and competitive sports events

DAILY FEE DEFINITIONS	Description
'Non-Prime Time'	Monday through Thursday, excluding Holidays
'Prime Time	Friday – Sunday and Holidays
Senior Rates	Applicable only during non-prime time, Monday-Thursday
Junior Rates	May-September, Monday-Friday
Twilight Rates	2:00 PM, 7 days per week
Evening Rates	4:00 PM, 7 days per week

DAILY FEES

GREENS FEES All Fees include Golf Cars Junior [21 & older] walking rates available	Non-Prime Time [Mon.–Thurs.]	.	Prime Time [Friday – Sunday]
18 Hole	$59.00		$74.00
Twilight Rate [2:00-4:00]	$49.00*		$59.00*
Twilight Rate [2:00 – 4:00]	$48.00		$48.00
9-Hole Rate	$43.00		$54.00
Evening Rate [4:00-close]	$35.00		$42.00
Junior 18-Hole [age 21 & under]	$23.00-walking $33.00-riding		$48.00-riding only [Sat/Sun.]
Senior 18-Hole [age 60 & over]	$38.00		N/A
Pre-round practice balls are included with morning 18 hole fees 7 days per week, including Leawood Resident fees.			
*Leawood residents receive discounted fees if valid ID shows Leawood resident address..			

LEARNING CENTER FEES

Practice Tee	Fee
Regular Basket	$5.00
Large Basket	$10.00
Practice Holes	**Fee**
9 Holes	$7.00
Unlimited Daily Access	$15.00
Practice Green	No Charge

2019 Practice Key	Fee
20 large baskets of practice balls [value $180.00]	$150.00

Rental Clubs	Fee
Callaway Rental Clubs	$50.00/Set [includes 6 golf balls & valuables pouch]

Lessons	Fee
Private Lessons offered in various lengths	$25.00-$145.00 [Packages & video lessons available]
Group Lessons [One hour; 2-8 students]	$80.00-$200.00
Youth	$25.00-175.00 [Resident] $25.00-200.00 [Non-resident]

SPECIAL PROGRAMS	
Description	**Fee**
Junior Ten Play Card **For use Monday through Friday only, excluding holidays. Rounds of golf are fully transferable; Cards will be signed out at desk, and expiration will be one year from date of purchase. Golf cars are an additional $10.00 charge with a valid driver's license.**	**$195.00**
Senior Ten Play Card **For use Monday through Friday only, excluding holidays. Rounds of golf are non-transferable; Cards will be signed out at desk, and expiration will be one year from date of purchase.**	**$355.00**
Ironhorse Golf Association **This program includes the following amenities: Access to approximately 14 events per season; Flat rate pricing of $45 Monday-Thursday, $55 Friday-Sunday, $35 Twilight; GHIN handicap; 10% off non-sale merchandise in the Golf Shop excluding hard goods. [Optional daily event prize funds not included]**	**$400.00**
Triple Crown Club Annual Pass Holders ***March 1, 2019 – February 28, 2020.*** **This program includes the following amenities: Unlimited golf and golf car; One large basket of practice balls per day; Guest fees of $43 Monday-Thursday and $53 Friday-Sunday; $33 Twilight; GHIN handicap; Additional family members may be added for $1099.00 each for spouse or children 21 and under; 10% off non-sale merchandise in the Golf Shop excluding hard goods; Discounted Ironhorse Golf Association membership; Complimentary enrollment in Troon Rewards. These fees can be paid in two installments- March 1, 2017 and June 1, 2017.** **Pass Holders of the TCC enjoy playing privileges on all days for no additional charge.**	**[See Table Below]$** **All TCC Pass Holders will receive reward points for the cost of the Pass to their Troon Rewards account. For every 500 points you will receive a voucher for a free round of golf at any Troon Managed Golf facility.**
Junior Triple Crown Club Annual Pass Holders ***[May – September]*** **This program is for golfers 21 and under and includes the following amenities: Unlimited golf Monday-Friday & after 12:00 PM Saturday-Sunday; Optional $13.00 Golf Car fee with valid driver's license; One small basket of practice balls per day; 10% off non-sale merchandise in Golf Shop, excluding hard goods. Complimentary enrollment in Troon Rewards**	**$550.00 – walking only**

Description	Fee	Additional Information
New Pass Holder	$3,199	
Renewal Pass Holder [from 2014]	$2,949	
Leawood Resident	$2,799	
Intermediate Pass Holder (39 and under)	$2,149	Must Show valid ID
Additional Dependents	$1,099	
Champion [Over 60] – Resident	$1,749	[Monday-Thursday, excluding holidays.] Additional $17.00 per round on Friday-Sunday after 12:00 P.M. Regular rates apply prior to 12:00 P.M.
Champion [Over 60] – Non-Resident	$2,049	[Monday-Thursday, excluding holidays.] Additional $17.00 per round on Friday-Sunday after 12:00 P.M. Regular rates apply prior to 12:00 P.M.

LEAGUES

League rates are offered to groups who sign up for multiple weeks of play throughout the season. The league rate is a nine-hole rate and the fee is based upon the day of the week and the time of the evening. All league rates include golf car.

League Rate	**$30.00**

TOURNAMENTS

Groups of 12 or more players are invited to choose Ironhorse as their event venue. Customized group packages are available upon request, with prices ranging from $30 to $70 per player depending upon the day of the week, time of day and field size

SCHOOLS

Description	Fee
HIGH SCHOOL	**500.00 per school, per season [Spring or Fall]**
COLLEGE	**$2,250 per school [Spring and Fall- both included]**

"OFF-SEASON" RATES From November 2, 2018 through March 15, 2019		
Description	**Fee [Mon-Thu]**	**Fee [Fri-Sun)**
Prime [Open – 2:00]	**$41.00**	**$51-.00**
Twilight [2:00 PM]	**$31.00**	**$31.00**
Senior (60+)	**$31.00**	**N/A**
Junior	**$21walk/$31 ride**	**$40 walk/$41 ride**

HOLE SPONSORSHIPS

Hole Sponsorships are available for your business in the form of granite tee sign advertisements on all of our teeing grounds. Please contact the Professional Staff if you are interested in learning more about this opportunity to promote your business and get some great Ironhorse inclusions.

TROON REWARDS PROGRAM

All Ironhorse guests are invited to enroll in our complimentary Troon Rewards program. Earn a certificate towards a *free* round of golf for every 500 points you collect, reach elite status levels and receive additional discounts on golf and merchandise, and receive special offers and invitations to exclusive events. Earn a point for every dollar you spend on your own greens fees, or merchandise in the golf shop.

GHIN HANDICAP SERVICE

Any golfer is invited to purchase a 2019 GHIN Handicap Account through Ironhorse Golf Club for a $30 annual fee. Please inquire with our Professional Staff to sign up.

Return to Agenda

7.A.

CITY OF LEAWOOD
Check Date 10/17/2018
Ordinance 2018-41

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
98032	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	100.08	**100.08**
98033	ADIDAS AMERICA INC	PROSHOP MERCHANDISE	212.52	
		PROSHOP MERCHANDISE	356.50	
		PROSHOP MERCHANDISE	225.06	**794.08**
98034	ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 2018-2019 SCHOOL YEAR	3,802.75	**3,802.75**
98035	ARTHUR J GALLAGHER RISK MGMNT	ADD TO COVERAGE	200.00	**200.00**
98036	ARTISTS HELPING THE HOMELESS	Q3 ALCOHOL TAX FUND ALLOCATION	1,478.25	**1,478.25**
98037	AT&T	PHONE SERVICE	270.78	**270.78**
98038	AT&T	PHONE SERVICE	236.91	**236.91**
98039	AT&T	PHONE SERVICE	676.97	**676.97**
98040	AT&T INTERNET	U-VERSE INTERNET & TV	172.58	**172.58**
98041	BLACK AND MCDONALD	2018 STREET LIGHT/TRAFFIC SIGNAL MAINT	18,224.34	**18,224.34**
98042	BRIGGS TURF FARM	SOD	92.75	**92.75**
98043	C & C GROUP DIVISIONS	BUILDING MAINTENANCE	905.00	
		HVAC SERVICE - CITY HALL	470.00	**1,375.00**
98044	CARTER WATERS LLC, THE	MATERIALS & SUPPLIES	138.92	
		MATERIALS & SUPPLIES	5.19	
		MATERIALS & SUPPLIES	162.05	**306.16**
98045	CAULEY, KEVIN	TRAVEL REIMBURSEMENT - ORLANDO	39.70	
		REIMBURSEMENT ~	39.70	**79.40**
98046	CHALLENGER SPORTS	70% OF SOCCER CAMP REVENUES	2,023.00	**2,023.00**

Check #	Vendor	Description	Amount Paid	Check Total
98047	CHETS LOCK & KEY	KEYS	9.24	**9.24**
98048	CITY OF FAIRWAY	REVENUE SHARE OF SUPERPASS SALES	4,499.04	**4,499.04**
98049	CONTINENTAL CONSULTING ENGNRS	CITY PARK TENNIS COURT RENOVATIONS	1,751.50	**1,751.50**
98050	CORPORATE HEALTH KU MEDWEST	HEPATITIS B VACCINES	130.00	
		HEPATITIS B VACCINATION SERIES DOSE 1	1,690.00	
		PRE-EMPLOYMENT TESTING (PD)	966.00	
		PRE-EMPLOYMENT TESTING	407.00	**3,193.00**
98051	CUTTER & BUCK	PROSHOP MERCHANDISE	1,245.15	**1,245.15**
98052	DISH NETWORK	SATELLITE SERVICE	79.43	**79.43**
98053	DISTRICT ATTORNEY TRUST ACCNT,	Q4 ALCOHOL TAX FUND ALLOCATION	428.50	**428.50**
98054	DOCUMART INC	OFFICE SUPPLIES	674.00	**674.00**
98055	DOOLITTLE & HARRINGTON	IN-CUSTODY ASSESSMENT	250.00	**250.00**
98056	DYNAMIC DISPLAYS LLC	FISHING DERBY BANNERS	243.00	**243.00**
98057	E EDWARDS WORK WEAR INC	WORK CLOTHING	526.34	**526.34**
98058	EAGLE ENGRAVING	AWARD SUPPLIES	821.26	**821.26**
98059	ECOLAB PEST ELIMINATION	PEST CONTROL	98.96	**98.96**
98060	EMPLOYERS RESOURCE LLC	MANAGEMENT CONSULTATIONS	1,125.00	**1,125.00**
98061	EXCEL LINEN SUPPLY	LINEN CLEANING	78.21	**78.21**
98062	EXCEL LINEN SUPPLY	LINEN CLEANING	40.14	**40.14**
98063	EZLINKS GOLF LLC	ONLINE TEE TIMES	972.50	**972.50**
98064	FAMILY CONSERVANCY, THE	Q4 ALCOHOL TAX FUND ALLOCATION	1,540.25	**1,540.25**
98065	FELD FIRE	UNIFORMS	275.00	**275.00**
98066	FILTA ENVIRONMENTAL SOLUTIONS	FRYER SERVICE	45.00	**45.00**

Check #	Vendor	Description	Amount Paid	Check Total
98067	FOLEY INDUSTRIES	EQUIPMENT SUPPLIES	18.60	**18.60**
98068	GALLS LLC	UNIFORM PANTS	74.99	**74.99**
98069	GEMPLERS	WORK CLOTHING	84.99	**84.99**
98070	GPRS LLC	SEARCH BURIED STORM SEWER LIDS	425.00	**425.00**
98071	HEN HOUSE BALLS FOOD STORES	MEETING EXPENSE	8.98	
		SUPPLIES	7.98	
		TRAINING ROOM SUPPLIES	8.58	**25.54**
98072	HINCKLEY SPRINGS	BOTTLED WATER	68.84	**68.84**
98073	ICE MASTERS INC	ICE MACHINE RENTAL	157.00	**157.00**
98074	INDUSTRIAL SALES CO INC	MATERIALS & SUPPLIES	283.77	
		MATERIALS & SUPPLIES	23.98	
		MATERIALS & SUPPLIES	71.73	
		BACKFLOW TESTER REPAIR	66.90	
		MATERIALS & SUPPLIES	46.36	
		MATERIALS & SUPPLIES - RETURN	-126.64	
		MATERIALS & SUPPLIES	391.10	**757.20**
98075	J M FAHEY CONSTRUCTION CO	ASPHALT	1,899.47	**1,899.47**
98076	JO CO COMMUNITY COLLEGE	APWA MID-AMERICA EQUIP EXPO (11)	825.00	**825.00**
98077	JO CO MENTAL HEALTH CENTER	CO-RESPONDER CHG 3RD QTR	7,456.89	**7,456.89**
98078	JO CO SHERIFFS OFFICE	PRISONER BOARDING-3RD QTR	8,365.00	**8,365.00**

Check #	Vendor	Description	Amount Paid	Check Total
98079	JO CO WASTEWATER	WASTEWATER SERVICE	159.59	
		WASTEWATER SERVICE	23.50	
		WASTEWATER SERVICE	203.52	
		WASTEWATER SERVICE	56.59	
		WASTEWATER SERVICE	46.73	
		WASTEWATER SERVICE~	147.00	
		WASTEWATER SERVICE~	70.67	
		WASTEWATER SERVICE~	152.73	**860.33**
98080	KA COMM INC	PILLAR LIGHT BARS	3,307.20	**3,307.20**
98081	KANSAS STATE TREASURER	REINST, JUD, LEO TRAIN,DUI,SEAT BELT	7,852.50	**7,852.50**
98082	KC BOBCAT INC	RENT 72" SWEEPER	666.70	
		OIL FILTER AND OIL	55.83	**722.53**
98083	KIERL-LATENSER, MARY	INSTRUCTOR FEES	300.00	**300.00**
98084	KONICA MINOLTA BUSINESS SOL	COPY MACHINE MAINTENANCE	54.29	
		COPY MACHINE MAINTENANCE	1,855.60	**1,909.89**
98085	LANGUAGE LINE SERVICES	INTERPRETATION SERVICES	27.76	**27.76**
98086	LAWN-CORPS, INC	TOPSOIL	162.00	**162.00**
98087	LAWSON PRODUCTS INC	FLEET SUPPLIES	339.06	**339.06**
98088	LEGAL RECORD	ORDINANCE PUBLICATION	85.20	
		ORDINANCE PUBLICATION	49.19	
		ORDINANCE PUBLICATION	338.54	
		BID PUBLICATION	36.01	
		TREASURER QTR FINANCIAL STMT	39.08	**548.02**
98089	LEXINGTON PLUMBING & HEATING	BUILDING & GROUNDS	2,880.00	**2,880.00**
98090	MAISCH SMALL ENGINE REPAIR	EQUIPMENT SUPPLIES	2.63	
		CIRCULAR SAW BLADE	21.99	
		EQUIPMENT SUPPLIES	188.80	
		EQUIPMENT SUPPLIES	26.43	**239.85**

Check #	Vendor	Description	Amount Paid	Check Total
98091	MCCONNELL & ASSOCIATES CORP	2018 TENNIS COURT REHAB	222,194.93	**222,194.93**
98092	MICRO CENTER AR	COMPUTER SUPPLIES	25.98	**25.98**
98093	MID AMERICA REGIONAL COUNCIL	TRAINING	140.00	**140.00**
98094	MISSION ELECTRONICS INC	IRONWOODS A/V SYSTEM - IPAD	500.00	
		OAK ROOM A/V SYSTEM - IPAD	500.00	**1,000.00**
98095	NEXBELT, LLC	PROSHOP MERCHANDISE	22.50	**22.50**
98096	O REILLY AUTO PARTS	VEHICLE SUPPLIES	45.78	
		MOTOR OIL	51.98	
		EQUIPMENT SUPPLIES	4.29	
		SUPPLIES~	3.99	
		MOTOR OIL / GEAR PULLER	45.98	
		OIL FILTER / FILTER WRENCH	26.19	
		MATERIALS & SUPPLIES	9.49	
		OIL & LUBRICANTS	115.94	**303.64**
98097	PAINT PRO INC	STAINING OF THE LODGE AT IRONWOODS	27,566.21	**27,566.21**
98098	PASCO IRRIGATION	IRRIGATION WORK CATALINA SEWER RENO	540.00	**540.00**
98099	PET CREMATION SERVICES	ANIMAL CREMATION	90.00	**90.00**
98100	POLICE LEGAL SCIENCES INC	MEMBERSHIP FEES	240.00	**240.00**
98101	RAMAIR INC	AIR FILTERS FOR JUSTICE CENTER	1,620.19	
		BUILDING & GROUNDS~	117.34	
		HVAC FILTERS	6.94	
		HVAC FILTERS	83.44	
		BUILDING & GROUNDS~	22.72	
		BUILDING & GROUNDS~	53.33	**1,903.96**
98102	RANCH MART ACE HARDWARE	MATERIAL & SUPPLIES	49.96	**49.96**
98103	REINDERS INC	TURF CHEMICALS	684.00	
		TRASH CANS / BALL WASHER	1,064.47	**1,748.47**

Check #	Vendor	Description	Amount Paid	Check Total
98104	ROB SIGHT FORD	VEHICLE PARTS	19.92	
		MATERIAL & SUPPLIES	14.70	**34.62**
98105	ROMA BAKERY	PREPARED FOOD	23.43	**23.43**
98106	SCNS SPORTS FOOD INC	PREPARED FOOD	75.60	
		PREPARED FOOD	75.60	**151.20**
98107	SHAWNEE MISSION SCHOOL DIST	SOCCER FIELD RENTALS	220.00	**220.00**
98108	SHAWNEE MISSION USD 512	3Q ALCOHOL TAX FUND ALLOCATION	1,216.50	**1,216.50**
98109	SHRED-IT USA LLC	SHREDDING SERVICE	421.80	**421.80**
98110	SKC COMMUNICATION PRODUCTS LL	DISPATCH HEADSETS	402.60	**402.60**
98111	SOUTHEASTERN SECURITY CONS IN	VOLUNTEERS/COACH BACKGROUNDS	1,128.50	**1,128.50**
98112	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	153.73	
		OFFICE SUPPLIES - RETURN	-11.49	
		OFFICE SUPPLIES	11.49	
		OFFICE SUPPLIES	63.08	
		OFFICE SUPPLIES	17.75	
		OFFICE SUPPLIES	39.42	
		OFFICE SUPPLIES	29.40	
		OFFICE SUPPLIES	122.00	
		OFFICE SUPPLIES	24.31	
		OFFICE SUPPLIES	11.00	
		OFFICE SUPPLIES	34.60	
		OFFICE SUPPLIES	11.99	
		OFFICE SUPPLIES	38.97	
		OFFICE SUPPLIES	49.42	
		OFFICE SUPPLIES	24.31	
		OFFICE SUPPLIES - RETURN	-11.49	**608.49**

Check #	Vendor	Description	Amount Paid	Check Total
98113	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE	7.50	
		MUMS	95.96	
		FALL LANDSCAPE ITEMS	275.38	
		MULCH	122.15	
		MULCH	89.97	**590.96**
98114	SUPREME TURF PRODUCTS	TURF CHEMICALS	2,337.60	**2,337.60**
98115	TAMS - WITMARK LLC	PERFORMANCE RIGHTS "KISS ME KATE"	3,195.00	
		PERFORMANCE RIGHTS "NUNCRACKERS"	2,890.00	**6,085.00**
98116	THOMSON REUTERS - WEST	WEST INFORMATION CHARGES	646.89	**646.89**
98117	THOMSON REUTERS - WEST	DATA SEARCH SERVICES	520.80	**520.80**
98118	TORO COMPANY - NSN, THE	MONTHLY SERVICE AGREEMENT	130.50	**130.50**
98119	TOWN & COUNTRY BLDG SERVICES	MACHINE SCRUB OAK ROOM FLOOR	700.00	**700.00**
98120	TRAVELERS	DEDUCTIBLE - MATHEWS LEGAL FEES	3,877.50	**3,877.50**
98121	TURNBOW, KALLIE	REIMBURSE MILEAGE	52.32	**52.32**
98122	VANCE BROS INC	ASPHALT	68.50	
		ASPHALT	900.00	**968.50**
98123	VERMEER SALES & SERVICE INC	EQUIPMENT SUPPLIES	7.76	**7.76**
98124	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	141.33	**141.33**
98125	WINFIELD SOLUTIONS LLC	28-0-10 FERTILIZER FOR ROUGH	2,876.50	**2,876.50**
311018	KC POWER & LIGHT CO	POWER SERVICE	69.74	**69.74**
621018	KC POWER & LIGHT CO	POWER SERVICE	227.92	**227.92**
1691018	KC POWER & LIGHT CO	POWER SERVICE	29.64	**29.64**
1821018	KC POWER & LIGHT CO	POWER SERVICE	161.51	**161.51**
5231018	KC POWER & LIGHT CO	POWER SERVICE	87.63	**87.63**

Check #	Vendor	Description	Amount Paid	Check Total
5651018	KC POWER & LIGHT CO	POWER SERVICE	195.01	**195.01**
7191018	KC POWER & LIGHT CO	POWER SERVICE	83.32	**83.32**
9061018	KC POWER & LIGHT CO	POWER SERVICE	86.02	**86.02**
0182018	KANSAS GAS SERVICE	NATURAL GAS SERVICE	1,249.20	**1,249.20**
5281018	KC POWER & LIGHT CO	POWER SERVICE	77.02	**77.02**
6611018	KC POWER & LIGHT CO	POWER SERVICE	170.20	**170.20**
6801018	KC POWER & LIGHT CO	POWER SERVICE	95.18	**95.18**
0061018	KC POWER & LIGHT CO	POWER SERVICE	61.28	**61.28**
0471018	KC POWER & LIGHT CO	POWER SERVICE	37.33	**37.33**
0841018	KC POWER & LIGHT CO	POWER SERVICE	150.36	**150.36**
1151018	KC POWER & LIGHT CO	POWER SERVICE	100.63	**100.63**
2681018	KC POWER & LIGHT CO	POWER SERVICE	58.94	**58.94**
3011018	KC POWER & LIGHT CO	POWER SERVICE	81.39	**81.39**
6441018	KC POWER & LIGHT CO	POWER SERVICE	71.54	**71.54**
6701018	KC POWER & LIGHT CO	POWER SERVICE	58.60	**58.60**
0331018	KC POWER & LIGHT CO	POWER SERVICE	38.09	**38.09**
0811018	KC POWER & LIGHT CO	POWER SERVICE	99.28	**99.28**
1661018	KC POWER & LIGHT CO	POWER SERVICE	100.35	**100.35**
2221018	KC POWER & LIGHT CO	POWER SERVICE	51.39	**51.39**
3741018	KC POWER & LIGHT CO	POWER SERVICE	47.08	**47.08**
7761018	KC POWER & LIGHT CO	POWER SERVICE	5,590.69	**5,590.69**
1561018	KC POWER & LIGHT CO	POWER SERVICE	57.44	**57.44**

Check #	Vendor	Description	Amount Paid	Check Total
3241018	KC POWER & LIGHT CO	POWER SERVICE	161.88	**161.88**
3511018	KC POWER & LIGHT CO	POWER SERVICE	1,554.38	**1,554.38**
6161018	KC POWER & LIGHT CO	POWER SERVICE	58.20	**58.20**
7611018	KC POWER & LIGHT CO	POWER SERVICE	37.47	**37.47**
0871018	KC POWER & LIGHT CO	POWER SERVICE	261.88	**261.88**
2441018	KC POWER & LIGHT CO	POWER SERVICE	70.01	**70.01**
2721018	KC POWER & LIGHT CO	POWER SERVICE	68.94	**68.94**
2761018	KC POWER & LIGHT CO	POWER SERVICE	90.21	**90.21**
3131018	KC POWER & LIGHT CO	POWER SERVICE	42.93	**42.93**
3811018	KC POWER & LIGHT CO	POWER SERVICE	6,418.77	**6,418.77**
4121018	KC POWER & LIGHT CO	POWER SERVICE	224.96	**224.96**
5551018	KC POWER & LIGHT CO	POWER SERVICE	152.47	**152.47**
9581018	KC POWER & LIGHT CO	POWER SERVICE	231.94	**231.94**
0701018	KC POWER & LIGHT CO	POWER SERVICE	144.67	**144.67**
1671018	KC POWER & LIGHT CO	POWER SERVICE	106.49	**106.49**
2071018	KC POWER & LIGHT CO	POWER SERVICE	178.27	**178.27**
2941018	KC POWER & LIGHT CO	POWER SERVICE	94.30	**94.30**
3101018	KC POWER & LIGHT CO	POWER SERVICE	217.58	**217.58**
4141018	KC POWER & LIGHT CO	POWER SERVICE	101.14	**101.14**
5301018	KC POWER & LIGHT CO	POWER SERVICE	141.42	**141.42**
5391018	KC POWER & LIGHT CO	POWER SERVICE	356.73	**356.73**
7601018	KC POWER & LIGHT CO	POWER SERVICE	62.72	**62.72**

Check #	Vendor	Description	Amount Paid	Check Total
9631018	KC POWER & LIGHT CO	POWER SERVICE	59.04	**59.04**
7661018	KC POWER & LIGHT CO	POWER SERVICE	229.48	**229.48**
4481018	KC POWER & LIGHT CO	POWER SERVICE	77.84	**77.84**
5031018	KC POWER & LIGHT CO	POWER SERVICE	223.73	**223.73**
6421018	KC POWER & LIGHT CO	POWER SERVICE	140.72	**140.72**
6761018	KC POWER & LIGHT CO	POWER SERVICE	197.44	**197.44**
9591018	KC POWER & LIGHT CO	POWER SERVICE	58.66	**58.66**
7131018	KC POWER & LIGHT CO	POWER SERVICE	20.34	**20.34**
8741018	KC POWER & LIGHT CO	POWER SERVICE	74.45	**74.45**

152 checks in this report.

Grand Total All Checks: 387,000.52

CITY OF LEAWOOD
Check Date 10/24/2018
Ordinance 2018-42

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
98126	A M LEONARD INC	MATERIALS & SUPPLIES	720.23	**720.23**
98127	AA WHEEL AND TRUCK SUPPLY INC	VEHICLE SUPPLIES	63.40	**63.40**
98128	AHERN RENTALS INC	FLOOD LIGHT - FALL FESTIVAL	355.00	
		FLOOD LIGHT - FALL FESTIVAL	326.95	**681.95**
98129	AMERICAN SENTRY ELECTRONIC SYS	FIRE ALARM MONITORING SERVICE~	409.50	**409.50**
98130	AMERICAN TEXTILE MILLS	FLEET SUPPLIES	542.62	**542.62**
98131	APWA	MEMBERSHIP DUES - SCOVILL	135.00	**135.00**
98132	AT&T	PHONE SERVICE	5,991.61	**5,991.61**
98133	BERNIE ELECTRIC WHOLESALE INC	ELECTRICAL SUPPLIES	215.52	
		ELECTRICAL SUPPLIES	263.02	
		ELECTRICAL SUPPLIES	47.77	
		ELECTRICAL SUPPLIES	46.49	
		ELECTRICAL SUPPLIES	62.15	
		ELECTRICAL SUPPLIES	103.88	
		ELECTRICAL SUPPLIES	302.94	**1,041.77**
98134	BLACK & MCDONALD	STREET LIGHT MAINTENANCE	38.50	
		STREET LIGHT MAINTENANCE	38.50	
		STREET LIGHT MAINTENANCE	38.50	
		STREET LIGHT MAINTENANCE	38.50	
		STREET LIGHT MAINTENANCE	38.50	
		STREET LIGHT MAINTENANCE	38.50	
		STREET LIGHT MAINTENANCE	38.50	
		STREET LIGHT MAINTENANCE	38.50	**308.00**
98135	BLUE VALLEY GOODYEAR	6 TIRES	1,016.64	**1,016.64**

Check #	Vendor	Description	Amount Paid	Check Total
98136	C & C GROUP DIVISIONS	FIRE ALARM/SPRINKLER TESTING	7,900.00	
		BUILDING REPAIRS~	255.00	**8,155.00**
98137	CABLE-DAHMER CHEVROLET	VEHICLE PARTS	142.68	**142.68**
98138	CARQUEST AUTO PARTS	VEHICLE SUPPLIES	9.75	**9.75**
98139	CARTER ENERGY	FUEL	20,383.78	**20,383.78**
98140	CARTER WATERS LLC, THE	MATERIALS & SUPPLIES	124.72	**124.72**
98141	CAULEY, KEVIN	TRAVEL REIMBURSEMENT - ORLANDO	39.70	**39.70**
98142	CDW GOVERNMENT INC	DELL POWEREDGE R740XD SERVERS	30,975.00	**30,975.00**
98143	CHIC ADEES TROPHY	AWARD PLAQUES	246.00	**246.00**
98144	DEGREEF, NAARON	BZA APPLICATION FEE REFUND	150.00	**150.00**
98145	EMERGENCY REPORTING	ADMIN. CONTRACTUAL EXPENSE	4,588.00	**4,588.00**
98146	EWING IRRIGATION PRODUCTS INC	SPRAYER	123.48	**123.48**
98147	EXCEL LINEN SUPPLY	LINEN CLEANING	120.00	**120.00**
98148	FACTORY MOTOR PARTS CO	VEHICLE PARTS	96.72	
		VEHICLE PARTS	29.44	**126.16**
98149	FAGAN COMPANY, THE	HVAC SERVICE - JUSTICE CENTER	895.35	
		HVAC SERVICE - JUSTICE CENTER	940.53	
		REPAIR DRY COOLER	1,859.94	
		COMPRESSOR ISSUE	10,565.00	**14,260.82**
98150	FEDEX	SHIPPING EXPENSE	73.55	**73.55**
98151	FIRST CALL ALCOHOL/DRUG PREV	Q4 ALCOHOL TAX FUND ALLOCATION	1,248.75	**1,248.75**
98152	FIRST INSURANCE FUNDING CORP	INSURANCE INSTALLMENT	473.98	**473.98**
98153	FUN EXPRESS	FALL FESTIVAL SUPPLIES	139.75	**139.75**

Check #	Vendor	Description	Amount Paid	Check Total
98154	GALLS LLC	UNIFORM JACKETS	194.10	
		UNIFORMS	400.23	
		UNIFORM PANTS	66.16	
		DUTY GLOVES	48.99	
		UNIFORM SHIRTS	134.50	
		UNIFORM PANTS	224.97	
		UNIFORM PANTS	74.99	**1,143.94**
98155	GALLS LLC	UNIFORMS	34.48	**34.48**
98156	GEIGER READY-MIX	CONCRETE	474.00	**474.00**
98157	GERKEN RENT-ALL	RENTAL - WATER PUMP & ACCESSORIES	223.92	**223.92**
98158	GOLFNOW LLC	SEPTEMBER COMMISSIONS	426.92	
		SEPTEMBER COMMISSIONS	899.00	**1,325.92**
98159	GREAT PLAINS ROOFING	CITY FACILITY MAINT.	481.00	
		BUILDING REPAIRS	277.74	**758.74**
98160	GUNTER PEST MANAGEMENT INC	PEST CONTROL	80.00	
		PEST CONTROL	50.00	**130.00**
98161	HARNS, IAN	REFUND PERMIT BD-18-00849	476.00	**476.00**
98162	HEARTLAND REG ASSESSMENT CTR	Q4 ALCOHOL TAX FUND ALLOCATION	6,332.75	**6,332.75**
98163	HEN HOUSE BALLS FOOD STORES	MEETING EXPENSE	119.37	
		FUNERAL FLOWERS~	115.00	**234.37**
98164	HORTON, VALERIE	REIMBURSE POSTAGE LUNAR DINNER '19	87.50	**87.50**
98165	INLAND TRUCK PARTS COMPANY	VEHICLE SUPPLIES	181.26	**181.26**
98166	INTERSTATE ELECTRICAL SUPPLY	ELECTRICAL SUPPLIES	17.80	**17.80**
98167	J M FAHEY CONSTRUCTION CO	ASPHALT	1,704.76	**1,704.76**

Check #	Vendor	Description	Amount Paid	Check Total
98168	JO CO WASTEWATER	WASTEWATER SERVICE	238.92	
		WASTEWATER SERVICE	68.55	
		WASTEWATER SERVICE	100.23	**407.70**
98169	KA COMM INC	BATTERIES XL-PA3V (24)	2,620.00	
		EQUIPMENT REPAIR	163.00	**2,783.00**
98170	KC RENAISSANCE FESTIVAL	CONSIGNED TICKETS	594.00	**594.00**
98171	KELLER FIRE & SAFETY	BUILDING & GROUNDS	158.75	
		FIRE SUPPRESSION SYSTEM MAINT	286.50	**445.25**
98172	KINCAID READY MIX	CONCRETE	433.75	**433.75**
98173	KNIGHT, MARCY	TRAVEL REIMBURSEMENT - ORLANDO	59.75	**59.75**
98174	KONICA MINOLTA PREMIER FINANCE	COPY MACHINE LEASE	4,582.77	**4,582.77**
98175	LEAWOOD LIONS CLUB	PANCAKE BREAKFAST~	552.00	**552.00**
98176	LEVEL 3 COMMUNICATIONS LLC	INTERNET SERVICE	6,056.74	**6,056.74**
98177	LIGHT BULBS ETC	LIGHTING SUPPLIES	495.49	**495.49**
98178	LOGAN CONTRACTORS SUPPLY INC	MATERIALS & SUPPLIES	9.00	**9.00**
98179	MICRO CENTER AR	LASERJET PRINTERS (2)	429.95	
		COMPUTER SUPPLIES	126.97	
		COMPUTER EQUIPMENT	703.92	**1,260.84**
98180	MIRROR INC	Q4 ALCOHOL TAX FUND ALLOCATION	7,326.50	**7,326.50**
98181	NEWTON, ZACHARY L	BANNER ART FOR CITY OF LEAWOOD	5,000.00	**5,000.00**

Check #	Vendor	Description	Amount Paid	Check Total
98182	O REILLY AUTO PARTS	WIPER FLUID	11.16	
		VEHICLE SUPPLIES	40.59	
		VEHICLE SUPPLIES	160.10	
		OIL FILTER	4.02	
		VEHICLE SUPPLIES	12.65	
		OIL FILTER	4.11	
		VEHICLE SUPPLIES	42.08	
		EQUIPMENT SUPPLIES	8.49	
		VEHICLE MAINT.	4.39	**287.59**
98183	PEPSI BEVERAGES COMPANY	BEVERAGES	423.39	
		BEVERAGES	304.52	**727.91**
98184	PEPSI BEVERAGES COMPANY	BEVERAGES	237.82	**237.82**
98185	PRAXAIR DISTRIBUTION INC 493	INDUSTRIAL ACETYLENE	372.89	**372.89**
98186	PRINT SHOP OF JOHNSON COUNTY,	PRINTING & BINDING	35.44	
		PRINTING & BINDING	98.42	
		PRINTING & BINDING	185.28	**319.14**
98187	Q4 INDUSTRIES LLC	FACILITY SUPPLIES	679.58	
		FACILITY SUPPLIES	65.82	
		FACILITY SUPPLIES	24.95	
		FACILITY SUPPLIES	274.21	
		FACILITY SUPPLIES	109.90	
		FACILITY SUPPLIES	83.49	**1,237.95**
98188	RAMAIR INC	HVAC FILTER	6.97	**6.97**
98189	REEVES WIEDEMAN COMPANY	PLUMBING SUPPLIES	26.24	
		PLUMBING SUPPLIES	191.89	
		PLUMBING SUPPLIES	798.15	**1,016.28**
98190	REINDERS INC	40 BAGS/ TRAIL FESCUE GRASS SEED	2,440.00	**2,440.00**
98191	REINHART FOODSERVICE	PREPARED FOOD	874.76	**874.76**

Check #	Vendor	Description	Amount Paid	Check Total
98192	ROB SIGHT FORD	VEHICLE PARTS	45.36	
		VEHICLE SUPPLIES	27.04	
		VEHICLE MAINT CREDIT - #6121828	-27.72	**44.68**
98193	ROYAL CUP INC	COFFEE INVENTORY	196.00	**196.00**
98194	SAFEHOME INC	Q4 ALCOHOL TAX FUND ALLOCATION	1,064.50	**1,064.50**
98195	SAMS CLUB DIRECT	FOOD AND SUPPLIES	276.20	
		FOOD AND SUPPLIES	622.03	
		FOOD AND SUPPLIES	149.33	
		FOOD AND SUPPLIES	353.74	
		FOOD AND SUPPLIES	464.77	
		FOOD AND SUPPLIES	603.59	
		FOOD AND SUPPLIES	227.60	
		FOOD AND SUPPLIES	323.06	
		BUILDING SUPPLIES	190.52	
		STATION SUPPLIES	350.55	
		STATION SUPPLIES	742.92	
		STATION SUPPLIES	392.03	
		FALL FESTIVAL SUPPLIES	121.36	**4,817.70**
98196	STALLARD TECHNOLOGIES INC	DELL MEMORY AND SLEDS	2,490.00	**2,490.00**
98197	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	124.18	
		RETURN OFFICE SUPPLIES	-4.65	
		OFFICE SUPPLIES	47.79	
		OFFICE SUPPLIES	33.00	
		RETURN OFFICE SUPPLIES	-10.73	**189.59**
98198	TIME WARNER CABLE	INTERNET SERVICE	179.99	**179.99**
98199	TIME WARNER CABLE	CABLE SERVICE	119.56	**119.56**
98200	TOWN & COUNTRY BLDG SERVICES	OCTOBER CLEAN - PW MAINT	695.00	
		OCTOBER CLEAN - CITY HALL LL	950.00	
		OCTOBER CLEAN - CITY HALL 1ST/2ND	1,280.00	**2,925.00**

Check #	Vendor	Description	Amount Paid	Check Total
98201	TRACKER DOOR SYSTEMS	BUILDING MNT SUPPLIES	595.00	**595.00**
98202	VALIDITY SCREENING SOLUTIONS	PRE-EMPLOYMENT BACKGROUNDS	318.70	**318.70**
98203	VALIDITY SCREENING SOLUTIONS	PRE-EMPLOYMENT BACKGROUNDS (PD)	30.00	**30.00**
98204	VAN-WALL EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	23.37	**23.37**
98205	VICTOR L PHILLIPS CO, THE	COUNTER PARTS: MOTOR / PLATE SIDE	3,211.40	**3,211.40**
98206	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	141.33	**141.33**
98207	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	79.47	
		MAT CLEANING	79.47	
		MAT CLEANING	79.47	**238.41**
98208	WAL-MART COMMUNITY BRC	SUPPLIES	71.70	**71.70**
1071018	KC POWER & LIGHT CO	POWER SERVICE	235.70	**235.70**
3301018	KC POWER & LIGHT CO	POWER SERVICE	84.40	**84.40**
7281018	KC POWER & LIGHT CO	POWER SERVICE	81.98	**81.98**
7361018	KC POWER & LIGHT CO	POWER SERVICE	112.03	**112.03**
8811018	KC POWER & LIGHT CO	POWER SERVICE	134.93	**134.93**
9401018	KC POWER & LIGHT CO	POWER SERVICE	122.08	**122.08**
9991018	KC POWER & LIGHT CO	POWER SERVICE	1,696.65	**1,696.65**
0671018	KC POWER & LIGHT CO	POWER SERVICE	118.57	**118.57**
I1511018	KC POWER & LIGHT CO	POWER SERVICE	191.47	**191.47**
2171018	KC POWER & LIGHT CO	POWER SERVICE	100.74	**100.74**
3261018	KC POWER & LIGHT CO	POWER SERVICE	34.45	**34.45**
7061018	KC POWER & LIGHT CO	POWER SERVICE	298.91	**298.91**

Check #	Vendor	Description	Amount Paid	Check Total
7131018	KC POWER & LIGHT CO	POWER SERVICE	72.11	**72.11**
7901018	KC POWER & LIGHT CO	POWER SERVICE	96.94	**96.94**
8031018	KC POWER & LIGHT CO	POWER SERVICE	265.05	**265.05**
8191018	KC POWER & LIGHT CO	POWER SERVICE	120.54	**120.54**
8841018	KC POWER & LIGHT CO	POWER SERVICE	166.88	**166.88**
8971018	KC POWER & LIGHT CO	POWER SERVICE	147.25	**147.25**
0401018	KC POWER & LIGHT CO	POWER SERVICE	3,197.16	**3,197.16**
0821018	KC POWER & LIGHT CO	POWER SERVICE	199.85	**199.85**
0861018	KC POWER & LIGHT CO	POWER SERVICE	41.97	**41.97**
2111018	KC POWER & LIGHT CO	POWER SERVICE	24.08	**24.08**
3161018	KC POWER & LIGHT CO	POWER SERVICE	159.34	**159.34**
5641018	KC POWER & LIGHT CO	POWER SERVICE	35.26	**35.26**
5751018	KC POWER & LIGHT CO	POWER SERVICE	136.45	**136.45**
5851018	KC POWER & LIGHT CO	POWER SERVICE	100.82	**100.82**
6331018	KC POWER & LIGHT CO	POWER SERVICE	248.61	**248.61**
6451018	KC POWER & LIGHT CO	POWER SERVICE	113.07	**113.07**
6761018	KC POWER & LIGHT CO	POWER SERVICE	18.36	**18.36**
6791018	KC POWER & LIGHT CO	POWER SERVICE	64.01	**64.01**
6871018	KC POWER & LIGHT CO	POWER SERVICE	235.88	**235.88**
8591018	KC POWER & LIGHT CO	POWER SERVICE	33.49	**33.49**
9171018	KC POWER & LIGHT CO	POWER SERVICE	132.93	**132.93**
0361018	KC POWER & LIGHT CO	POWER SERVICE	101.81	**101.81**

Check #	Vendor	Description	Amount Paid	Check Total
1461018	KC POWER & LIGHT CO	POWER SERVICE	273.38	**273.38**
2041018	KC POWER & LIGHT CO	POWER SERVICE	302.85	**302.85**
2871018	KC POWER & LIGHT CO	POWER SERVICE	177.84	**177.84**
4671018	KC POWER & LIGHT CO	POWER SERVICE	1,292.00	**1,292.00**
5181018	KC POWER & LIGHT CO	POWER SERVICE	152.31	**152.31**
5641018	KC POWER & LIGHT CO	POWER SERVICE	164.99	**164.99**
5651018	KC POWER & LIGHT CO	POWER SERVICE	132.20	**132.20**
5721018	KC POWER & LIGHT CO	POWER SERVICE	43.06	**43.06**
6121018	KC POWER & LIGHT CO	POWER SERVICE	40.56	**40.56**
7141018	KC POWER & LIGHT CO	POWER SERVICE	117.38	**117.38**
9071018	KC POWER & LIGHT CO	POWER SERVICE	90.92	**90.92**
9111018	KC POWER & LIGHT CO	POWER SERVICE	172.06	**172.06**
9351018	KC POWER & LIGHT CO	POWER SERVICE	345.36	**345.36**
9781018	KC POWER & LIGHT CO	POWER SERVICE	47.17	**47.17**
0981018	KC POWER & LIGHT CO	POWER SERVICE	69.04	**69.04**
1481018	KC POWER & LIGHT CO	POWER SERVICE	43.67	**43.67**
3651018	KC POWER & LIGHT CO	POWER SERVICE	1,810.14	**1,810.14**
4831018	KC POWER & LIGHT CO	POWER SERVICE	3,598.95	**3,598.95**
5421018	KC POWER & LIGHT CO	POWER SERVICE	30.48	**30.48**
5721018	KC POWER & LIGHT CO	POWER SERVICE	17.53	**17.53**
0971018	KC POWER & LIGHT CO	POWER SERVICE	431.56	**431.56**
1661018	KC POWER & LIGHT CO	POWER SERVICE	44.10	**44.10**

Check #	Vendor	Description	Amount Paid	Check Total
54941018	KC POWER & LIGHT CO	POWER SERVICE	38.36	**38.36**
55271018	KC POWER & LIGHT CO	POWER SERVICE	210.66	**210.66**
57211018	KC POWER & LIGHT CO	POWER SERVICE	87.25	**87.25**
57231018	KC POWER & LIGHT CO	POWER SERVICE	82.53	**82.53**
58311018	KC POWER & LIGHT CO	POWER SERVICE	42.94	**42.94**
58541018	KC POWER & LIGHT CO	POWER SERVICE	331.17	**331.17**
59111018	KC POWER & LIGHT CO	POWER SERVICE	285.81	**285.81**
59741018	KC POWER & LIGHT CO	POWER SERVICE	207.30	**207.30**
62961018	KC POWER & LIGHT CO	POWER SERVICE	220.73	**220.73**
63871018	KC POWER & LIGHT CO	POWER SERVICE	224.30	**224.30**
65721018	KC POWER & LIGHT CO	POWER SERVICE	261.22	**261.22**
66271018	KC POWER & LIGHT CO	POWER SERVICE	28.83	**28.83**
66291018	KC POWER & LIGHT CO	POWER SERVICE	172.35	**172.35**
66721018	KC POWER & LIGHT CO	POWER SERVICE	61.67	**61.67**
67501018	KC POWER & LIGHT CO	POWER SERVICE	69.81	**69.81**
68841018	KC POWER & LIGHT CO	POWER SERVICE	46.14	**46.14**
70801018	KC POWER & LIGHT CO	POWER SERVICE	57.18	**57.18**
73401018	KC POWER & LIGHT CO	POWER SERVICE	174.45	**174.45**
73731018	KC POWER & LIGHT CO	POWER SERVICE	101.55	**101.55**
75301018	KC POWER & LIGHT CO	POWER SERVICE	160.84	**160.84**
78301018	KC POWER & LIGHT CO	POWER SERVICE	227.81	**227.81**
78421018	KC POWER & LIGHT CO	POWER SERVICE	156.25	**156.25**

Check #	Vendor	Description	Amount Paid	Check Total
'9561018	KC POWER & LIGHT CO	POWER SERVICE	31.84	**31.84**
'9981018	KC POWER & LIGHT CO	POWER SERVICE	293.21	**293.21**
0371018	KC POWER & LIGHT CO	POWER SERVICE	80.03	**80.03**
0921018	KC POWER & LIGHT CO	POWER SERVICE	120.96	**120.96**
3411018	KC POWER & LIGHT CO	POWER SERVICE	166.40	**166.40**
5881018	KC POWER & LIGHT CO	POWER SERVICE	88.39	**88.39**
5951018	KC POWER & LIGHT CO	POWER SERVICE	66.68	**66.68**
9351018	KC POWER & LIGHT CO	POWER SERVICE	189.59	**189.59**
9741018	KC POWER & LIGHT CO	POWER SERVICE	192.09	**192.09**
9991018	KC POWER & LIGHT CO	POWER SERVICE	126.50	**126.50**
3941018	KC POWER & LIGHT CO	POWER SERVICE	34.08	**34.08**
4311018	KC POWER & LIGHT CO	POWER SERVICE	155.48	**155.48**
5691018	KC POWER & LIGHT CO	POWER SERVICE	91.79	**91.79**
6471018	KC POWER & LIGHT CO	POWER SERVICE	44.39	**44.39**
7541018	KC POWER & LIGHT CO	POWER SERVICE	326.47	**326.47**
8901018	KC POWER & LIGHT CO	POWER SERVICE	125.06	**125.06**
9381018	KC POWER & LIGHT CO	POWER SERVICE	115.27	**115.27**
9501018	KC POWER & LIGHT CO	POWER SERVICE	233.99	**233.99**
9911018	KC POWER & LIGHT CO	POWER SERVICE	180.68	**180.68**
1010181	KC POWER & LIGHT CO	POWER SERVICE	92.55	**92.55**

181 checks in this report.

Grand Total All Checks:	183,928.23

CITY OF LEAWOOD
Check Date 10/31/2018
Ordinance 2018-43

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
98209	ACCOUNTING STANDARDS BOARD, G	SUBSCRIPTION RENEWAL	265.00	**265.00**
98210	ADP LLC	MONTHLY CHARGES - TIMEKEEPING	2,928.00	**2,928.00**
98211	ADVANCED HOOD & DUCT LLC	HOOD CLEANING	450.00	**450.00**
98212	ADVENTURE HARDWARE INC	CHALLENGE COURSE TARPS	1,182.78	**1,182.78**
98213	ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 2018-2019 SCHOOL YEAR	3,541.99	**3,541.99**
98214	ALPINE LITHO-GRAPHICS INC	LETTERHEAD, #10 ENVELOPES	745.00	
		#10 SECURITY ENVELOPES	192.00	**937.00**
98215	AMERICAN PLANNING ASSOC	PLANNING ADVISORY SVC SUBSCRIPT	695.00	
		MEMBERSHIP - KLEIN	650.00	**1,345.00**
98216	AMERICAN SAFETY & HEALTH INST	TRAINING	682.56	
		TRAINING	132.72	**815.28**
98217	AT&T	PHONE SERVICE	758.96	**758.96**
98218	AT&T	VOIP PHONE SERVICE	1,141.26	**1,141.26**
98219	AT&T	VOIP PHONE SERVICE	1,080.42	**1,080.42**
98220	AT&T INTERNET	U-VERSE INTERNET & TV	186.35	**186.35**
98221	AT&T INTERNET	U-VERSE INTERNET & TV	186.35	**186.35**
98222	AT&T INTERNET	U-VERSE INTERNET & TV	181.23	**181.23**
98223	BARRECA, ROBYN	SWIM TEAM CHIPOTLE FUNDRAISER	270.53	**270.53**

Check #	Vendor	Description	Amount Paid	Check Total
98224	BERNIE ELECTRIC WHOLESALE INC	ELECTRICAL SUPPLIES	308.92	
		ELECTRICAL SUPPLIES	115.42	
		ELECTRICAL SUPPLIES	62.15	
		ELECTRICAL SUPPLIES	31.08	**517.57**
98225	BLUE CROSS BLUE SHIELD OF KC	OCTOBER 2018 HEALTH PREMIUM	309,795.46	**309,795.46**
98226	BROWN, MONICA	TRANSCRIBE BZA MINUTES 10-24-2018	50.00	**50.00**
98227	CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	341.07	**341.07**
98228	CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	216.71	**216.71**
98229	COLEMAN EQUIPMENT INC	EQUIPMENT SUPPLIES	172.52	**172.52**
98230	COLLIER, CHRISTIE	INSTRUCTOR FEES	584.00	**584.00**

Check #	Vendor	Description	Amount Paid	Check Total
98231	COMMERCE BANK			
	ALOFT	TIPS GIFT BASKET	128.52	
	AMAZON.COM	COMPUTER HARDWARE	176.09	
	AMAZON.COM	CAMERA/MINI NOTEBOOKS	392.94	
	AMAZON.COM	PROPERTY ROOM SUPPLIES	34.49	
	AMAZON.COM	CAMERA PARTS	28.98	
	AMAZON.COM	COMPUTER HARDWARE	19.95	
	AMAZON.COM	UNIFORM BELT/KLAASSEN	18.99	
	AMAZON.COM	COMPUTER HARDWARE	5.93	
	AMAZON.COM	PHONE CASE/MARCHESE	11.48	
	AMAZON.COM	PRINTER TONER	66.29	
	AMAZON.COM	CHAIR COVERS	119.89	
	AMAZON.COM	COMPUTER HARDWARE	107.98	
	AMAZON.COM	COMPUTER SOFTWARE	101.97	
	AMAZON.COM	CHAIR BOWS	44.97	
	AMC THEATERS	TIPS GIFT BASKET	50.00	
	APPLE STORE	REFUND-SALES TAX	-1.64	
	APPLE STORE	PHONE CASE & SCREEN PROTECTOR	84.95	
	APPLE STORE	COMPUTER HARDWARE	99.00	
	APPLE STORE	REFUND/APP	-9.81	
	APPLE/ITUNES	OFF 365 MONTHLY SUBSCRIPTION FEE	7.63	
	APPLE/ITUNES	COMPUTER SOFTWARE	2.99	
	APWA	APWA CHAP LUNCH/LEY-SCOVILL	40.00	
	ARBY'S	EMPLOYEE MEAL	31.12	
	BACK DEFENSE SYSTEM	UNIFORM EQUIP/GOULD	225.15	
	BATTERIES PLUS	COMPUTER HARDWARE	39.99	
	BEST BUY STORES	ACO FREEZER	444.99	
	BEST BUY STORES	PHONE CASE	27.99	
	BLADE & TIMBER	TIPS GIFT BASKET	40.00	
	BRANDING IRONS UNLIMITED	BRANDING IRON	157.07	
	CACTUS GRILL INC	COURT EMPLOYEE RETIREMENT LUNCHEON	215.86	
	CACTUS GRILL INC	PC MEETING EXPENSE	225.45	
	CAL GAS DIRECT	TEST GAS-CYLINDER	61.99	
	CALIBRE PRESS INC	TRNG REGISTRATION/FINGER,~	627.00	
	CENTER FOR PUBLIC SAFETY EXCEL	REG/FITZGERALD	695.00	

Check #	Vendor	Description	Amount Paid	Check Total
	CENTER FOR PUBLIC SAFETY EXCEL	TRAINING/HAWLEY	695.00	
	CHEWY.COM	K9 SUPPLIES	73.08	
	CITY CAB	TRANSPORTATION/AIRPORT TO HOTEL	41.29	
	CLARINGTON FORGE	TOOLS FOR NATURE CENTER GARDEN	290.00	
	COMFORT INN	ACCOM/DAMRON	295.52	
	CONSOLIDATED COMMUNICATION	COMMUNICATION	451.69	
	CORNER BAKERY	TIPS GIFT BASKET	25.00	
	CORNER BAKERY	SAB MEETING	148.00	
	COSENTINOS PRICE CHOPPER	SENIOR LUNCH	111.00	
	COSTCO	DRINKS/CREDIT/RONALD MCDONALD CHARITY	103.71	
	COSTCO	COURT B-DAY CELEBRATION	18.99	
	CRISIS SYSTEMS MANAGEMENT	REGISTRATION/FARQUHAR	60.00	
	D'BRONX	CATERING/RMHC	344.00	
	DOUBLETREE HOTEL	ACCOM/FINGER	401.64	
	DOUBLETREE HOTEL	ACCOM/CAULEY	535.52	
	DOUBLETREE HOTEL	ACCOM/KNIGHT	669.40	
	DOUBLETREE HOTEL	ACCOM/OSBORN	669.40	
	DREAMSTIME	GRAPHICS ROYALTY FEE	39.00	
	EMBASSY SUITES	ACCOM/CURRAN,CLAXTON	1,132.63	
	ENCASED	REFUND-PHONE CASE	-45.00	
	ERINCONDREN.COM	OFFICE SUPPLIES	79.00	
	FACEBOOK	VISTA AD	1.42	
	FBI - LEEDA	REGISTRATION/ROBBINS	650.00	
	FLEETWOOD TRANSPORTATION	TRANSPORTATION HOTEL TO AIRPORT	55.00	
	FLUKER FARMS	CRICKETS-NATURE CENTER ANIMALS	42.61	
	FOOS FABULOUS FROZEN CUSTARD	TIPS GIFT BASKET	38.00	
	FOUR POINTS BY SHERATON	ACCOM/HAIDUK,COLLINS	918.32	
	GAIL'S SCOOP	FALL FESTIVAL	35.00	
	GARMIN USA INC	GARMIN: Devices	3,822.36	
	GARMIN USA INC	GARMIN DEVICES	209.99	
	GARMIN USA INC	GARMIN DEVICES	382.47	
	GARMIN USA INC	GARMIN DEVICES	359.98	
	GO EXPRESS TRAVEL	TRANSPORTATION TO/FROM AIRPORT	26.00	
	GO EXPRESS TRAVEL	SHUTTLE SERV	74.00	
	GOPRINT.COM	POSTER BOARD SIGNS	45.74	

Check #	Vendor	Description	Amount Paid	Check Total
	HAWTHORNE SUITES	ACCOM/ATZENWEILER	65.21	
	HEART OF AMERICA GOLF COURSE	MO CUP EVENT	165.70	
	HEREFORD HOUSE - LEAWOOD	PARK BOARD MTG	230.40	
	HEREFORD HOUSE - LEAWOOD	JO.CO. TRNG MTG	24.60	
	HOBBY LOBBY STORES INC	AWARD EVENT SUPPLIES	14.27	
	INDEED.COM	EMPLOYMENT AD	288.36	
	INGRAM'S MAGAZINE	ONE YR SUBSCRIPTION-MAYOR	49.27	
	JIMMY JOHN'S	MEETING EXP	8.99	
	JIMMY JOHN'S	MEETING EXP	95.19	
	JIMMY JOHN'S	MEETING EXP	89.64	
	JIMMY JOHN'S	MEETING EXP	83.00	
	JIMMY JOHN'S	MEETING EXP	100.93	
	JIMMY JOHN'S	MEETING EXP	104.63	
	JO CO CONTRACTOR LICENSING	EROSION/SEDIMENT CONTROL CLASS-SHERRY	240.00	
	JOE'S KANSAS CITY BBQ	ETAC MEETING	241.02	
	JOE'S KANSAS CITY BBQ	BZA MEETING EXPENSE	148.79	
	JOE'S KANSAS CITY BBQ	TEAM BUILDING MEETING	86.15	
	JOSTEN'S	RETIREMENT GIFT/GRAVES	250.87	
	KANSAS BOARD OF EMS	EMS LIC RNWL/~	110.00	
	KANSAS BOARD OF EMS	LIC RNWL/HERNANDEZ,FULLER	60.00	
	KANSAS FOREST SERVICE	TREES	215.00	
	KANSAS LAW ENFORCEMENT CIT, CC	REGISTRATION/MAHON	175.00	
	KANSAS SECRETARY OF STATE	NOTARY-K.REAVEY	25.00	
	KANSAS TURNPIKE AUTHORITY	TOLL CHGS	1.25	
	KANSAS TURNPIKE AUTHORITY	TOLL CHGS	1.25	
	KC STAR	RENEW DIGITAL SUBSCRIPTION	142.45	
	KELLY REGISTRATION SYSTEMS	PESTICIDE RECERT/LANGSETH	50.00	
	LAMARS	LAMARS-DONUTS	46.42	
	LAW ENFORCEMENT TARGETS INC	RANGE SUPPLIES/CHAMBERS	159.44	
	LODGE OF FOUR SEASONS, THE	ACCOM/MO CUP	159.45	
	MARKERTEK	SWITCH COVER/OAK ROOM	72.80	
	METROPOLITAN COMMUNITY COLLEC	REGISTRATION/BABALOLA	80.00	
	MI RANCHITO	MENTOR MTG/OSBORN,YODER,MORSE,~	54.00	
	MICHAELS STORES	TIPS GIFT BASKET	34.32	
	MINSKYS PIZZA	SHIFT CHANGE MEAL	111.94	

Check #	Vendor	Description	Amount Paid	Check Total
	MO SOCIETY PROF ENGINEERS	2018 NSPE ANNUAL DINNER MTG	35.00	
	OLYMPUS GROUP	CUSTOM COPPER POLICE DOG MASCOT COSTU	2,750.13	
	ON THE BORDER	MEETING EXP	102.90	
	ONTARIO SYSTEMS	REFUND CONFERENCE/FORD	-395.00	
	ORIENTAL TRADING CO	EVENT SUPPLIES	64.97	
	PANERA BREAD	CATERING RMHC	236.06	
	PARAGON SOFTWARE	COMPUTER SOFTWARE	20.15	
	PIZZA SHOPPE	MEETING EXP	102.07	
	POLICEONE	REGISTRATION/BABALOLA	325.00	
	PPG ARCHITECTURAL COATINGS	CREDIT DUE TO TAX	-173.62	
	PPG ARCHITECTURAL COATINGS	PAINT	159.14	
	ROCKETGENIUS, INC	COMPUTER SOFTWARE	59.00	
	RYE AT LEAWOOD	TIPS GIFT BASKET	75.00	
	SHRM	SHRM CERT/MOORE	300.00	
	SHRMJC	CHAP MEETING/MOORE/REAVEY	50.00	
	SKETCHUP	COMPUTER SOFTWARE	540.00	
	SOUTHWEST AIRLINES	AIRFARE/EARLY BIRD CK-IN	714.60	
	SOUTHWEST AIRLINES	AIRFARE/EARLY BIRD CK-IN	714.60	
	SOUTHWEST AIRLINES	AIRFARE/SAWYER	345.96	
	SPRINT	SPRINT/CELL PHONE SERVICE	5,241.83	
	SQ QADEER	CAB FARE-AIRPORT TO CONVENTION CTR	43.31	
	STARBUCKS	COFFEE WITH A COP	200.00	
	STI	COMPUTER HARDWARE	410.00	
	STORAGEMART 0130	MONTHLY RENTAL	356.99	
	SURVEYMONKEY INC	ANNUAL FEE/SURVEY TOOL	360.00	
	TAVERN AT MISSION FARM	TIPS GIFT BASKET	100.00	
	THINGS REMEMBERED	AWARDS SUPPLIES	121.00	
	TIR CONSULTING LLC	1099 TRAINING	349.00	
	TOWN PLACE SUITES	ACCOM/WINDERS	295.74	
	US FLEET TRACKING	MONTHLY CHGS	39.95	
	WALMART	MATERIALS AND SUPPLIES	44.00	
	WALMART	VEHICLE AIR FRESHENERS AND SUNSCREEN	41.37	
	WALMART	MATERIALS AND SUPPLIES	66.60	
	WHITE HOUSE CUSTOM CLR INC	INVITATIONS	330.55	**34,934.60**

Check #	Vendor	Description	Amount Paid	Check Total
98232	CONCRETE MATERIALS INC	CONCRETE	562.25	**562.25**
98233	CORPORATE HEALTH KU MEDWEST	PRE-EMPLOYMENT TEST / HEP B VAC	659.00	
		DOT PHYSICALS	175.00	**834.00**
98234	COURT OF TAX APPEALS	TAX EXEMPTION APPLICATION	800.00	**800.00**
98235	DEAF EXPRESSION INC	DEAF INTERPRETATION SERVICES	149.00	**149.00**
98236	DELTA DENTAL PLAN OF KANSAS	OCTOBER 2018 DENTAL PREMIUM	18,171.70	**18,171.70**
98237	DIGITAL SOUND SYSTEMS INC	RIGGING, LIGHTING, DRAPING - MAME	5,925.00	**5,925.00**
98238	DOCUMART INC	BUSINESS CARDS	80.00	**80.00**
98239	E EDWARDS WORK WEAR INC	WORK CLOTHING	490.50	**490.50**
98240	E-RANGE INC	ANNUAL POS SUPPORT	365.00	**365.00**
98241	EXCEL LINEN SUPPLY	LINEN CLEANING	107.88	
		LINEN CLEANING	55.43	**163.31**
98242	EXCEL LINEN SUPPLY	LINEN CLEANING	40.14	**40.14**
98243	FIRE SUPPRESSION CONSULTANTS	PATROL SUPPLIES	268.21	**268.21**
98244	FRIENDS OF RECOVERY ASSOC	Q4 ALCOHOL TAX FUND ALLOCATION	2,081.50	**2,081.50**
98245	GALLS LLC	UNIFORM SUPPLY	17.58	
		UNIFORM SUPPLY	14.96	**32.54**
98246	GRAINGER INC	EYEWASH STATION	72.22	
		WORK CLOTHING	67.40	
		LINE MARKING PAINT	23.20	**162.82**
98247	HERNANDEZ-GUTIERREZ, JORGE	REFUND TICKET OVERPAYMENT	23.50	**23.50**
98248	HUNNICUTT, JENELLE	RAIN BARREL REIMBURSEMENT	75.00	**75.00**
98249	IRONHORSE GOLF CLUB	EMPLOYEE GOLF TOURNAMENT	1,000.00	**1,000.00**
98250	IRONHORSE GOLF CLUB	EMPLOYEE GOLF TOURNAMENT LUNCH	200.00	**200.00**

Check #	Vendor	Description	Amount Paid	Check Total
98251	J & A TRAFFIC PRODUCTS	MATERIALS & SUPPLIES	656.25	**656.25**
98252	KA COMM INC	EQUIPMENT REPAIR	54.18	**54.18**
98253	KC BOBCAT INC	EQUIPMENT SUPPLIES	582.43	
		EQUIPMENT SUPPLIES	562.94	
		EQUIPMENT SUPPLIES	476.54	
		BACKUP CAMERA KIT	276.91	
		EQUIPMENT SUPPLIES - RETURN	-582.43	**1,316.39**
98254	KELLER FIRE & SAFETY	FIRE SUPPRESSION SYSTEM MAINT	259.50	**259.50**
98255	KINCAID READY MIX	CONCRETE	515.50	**515.50**
98256	KNAPHEIDE TRUCK EQUIPMENT CO	INSTALL ISOLATOR UNIT 602	683.97	**683.97**
98257	KOTULIC, ROSITA	INSTRUCTOR FEES	107.25	**107.25**
98258	LAZER-PIPES SERVICES INC	TOW UNIT 606	165.00	**165.00**
98259	LEGAL RECORD	ORDINANCE PUBLICATION	154.96	
		ORDINANCE PUBLICATION	90.66	
		ORDINANCE PUBLICATION	49.19	**294.81**
98260	LEWIS, ROBIN A	PUBLIC DEFENDER 10-24-18	660.00	
		PUBLIC DEFENDER 10-22-18	660.00	
		PUBLIC DEFENDER 10-17-18	660.00	**1,980.00**
98261	LIGHT BULBS ETC	LIGHTING SUPPLIES	15.10	**15.10**
98262	LOCATION TECHNOLOGIES INC	GPS LOCATORS~	435.00	**435.00**
98263	MAIS, TIMOTHY	REIMBURSEMENT~	150.00	**150.00**
98264	MAISCH SMALL ENGINE REPAIR	EQUIPMENT SUPPLIES	85.07	**85.07**
98265	MCKEEVERS PRICE CHOPPER	SPECIAL EVENT SUPPLIES	18.33	**18.33**
98266	METRO CHIEFS & SHERIFFS ASSOC	'AWARDS OF VALOR' CEREMONY	84.00	**84.00**
98267	MID AMERICA REGIONAL COUNCIL	TRAINING-DISPATCH	25.00	**25.00**

Check #	Vendor	Description	Amount Paid	Check Total
98268	MOORE MEDICAL LLC	MATERIAL & SUPPLIES	71.57	**71.57**
98269	MYSIDEWALK INC	MISC. SERVICES	500.00	**500.00**
98270	NATIONAL BAND & TAG CO	ANIMAL TAGS	597.59	**597.59**
98271	OBIJI, MISHEA	CLEANING	150.00	**150.00**
98272	OLSSON INC	DESIGN ON-CALL SERVICES CONTRACT	3,762.36	**3,762.36**
98273	PENTAIR AQUATIC ECO SYSTEMS IN	EXPENDABLE EQUIPMENT	461.58	**461.58**
98274	PETTY CASH - CITY OF LEAWOOD	REIMBURSE TOLLS	183.52	**183.52**
98275	PING	PROSHOP MERCHANDISE	271.12	**271.12**
98276	PLAN-IT GEO LLC	CUSTOMIZE TREE PLOTTER	750.00	**750.00**
98277	PUSH PEDAL PULL INC	POLICE TREADMILL	5,142.00	
		CONCEPT2 ROWER	1,550.00	**6,692.00**
98278	Q4 INDUSTRIES LLC	FACILITY SUPPLIES	672.83	
		FACILITY SUPPLIES	339.80	**1,012.63**
98279	RAYTOWN SCREEN PRINTING	WORK CLOTHING	536.00	**536.00**
98280	RECREONICS INC	POOL SUPPLIES	203.84	**203.84**
98281	REGIONAL JUSTICE INFORMATION	WEB SUBSCRIPTION FEE	83.66	**83.66**
98282	REINHART FOODSERVICE	PREPARED FOOD	970.84	**970.84**
98283	ROADBUILDERS MACHINERY SUPPLY	REPAIR AIR LOCK ON BLOWER	240.01	**240.01**
98284	ROB SIGHT FORD	VEHICLE PARTS	14.16	**14.16**
98285	ROMA BAKERY	PREPARED FOOD	42.36	
		PREPARED FOOD	17.04	**59.40**
98286	SAMS CLUB DIRECT	SUPPLIES	241.55	
		TAX REFUND	-20.65	**220.90**

Check #	Vendor	Description	Amount Paid	Check Total
98287	SAWYER, SHELLEY	TRAVEL REIMBURSE - INDIANAPOLIS	69.60	**69.60**
98288	SCHUTTE LUMBER CO	LUMBER - AMPHITHEATER RESTROOM	1,315.20	**1,315.20**
98289	SHAVER'S ELECTRIC	REFUND PERMIT BD-18-01656	32.00	**32.00**
98290	SHAWNEE MISSION SCHOOL DIST	POOL RENTAL	741.75	**741.75**
98291	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	148.26	
		OFFICE SUPPLIES	105.46	
		OFFICE SUPPLIES	64.78	
		OFFICE SUPPLIES	60.98	
		OFFICE SUPPLIES	52.38	
		OFFICE SUPPLIES	48.92	
		OFFICE SUPPLIES	42.88	
		OFFICE SUPPLIES	28.02	
		OFFICE SUPPLIES	26.12	
		SUPPLIES - ~	21.08	
		OFFICE SUPPLIES	5.04	**603.92**
98292	STONELION PUPPET THEATRE	ENTERTAINMENT - 50% DEPOSIT	250.00	**250.00**

Check #	Vendor	Description	Amount Paid	Check Total
98293	SUBURBAN LAWN & GARDEN INC	MULCH	149.95	
		MULCH	122.15	
		MULCH	119.96	
		MULCH	119.96	
		MULCH	119.96	
		MULCH	89.97	
		MULCH	89.97	
		MULCH	89.97	
		MULCH	61.07	
		MULCH	59.98	
		MULCH	59.98	
		MULCH	55.98	
		YARD WASTE TIP FEE	53.00	
		YARD WASTE TIP FEE	33.00	
		MULCH	30.54	
		WALKING BRIDGE MATERIALS - FLOOD	27.69	
		YARD WASTE TIP FEE	26.00	
		YARD WASTE TIP FEE	16.00	
		YARD WASTE TIP FEE	14.00	
		YARD WASTE TIP FEE	14.00	
		YARD WASTE TIP FEE	13.50	
		YARD WASTE TIP FEE	13.50	
		YARD WASTE TIP FEE	12.00	
		YARD WASTE TIP FEE	12.00	
		THERMOMETER	9.81	
		MULCH - RETURN	-61.07	**1,352.87**
98294	SUPERIOR VISION SERVICES INC	OCTOBER 2018 VISION PREMIUM	1,757.86	**1,757.86**
98295	TEES PLEASE INC	TEES	202.13	**202.13**
98296	TEXOMA GOLF INC	PROSHOP MERCHANDISE	246.66	**246.66**
98297	TIME WARNER CABLE	CABLE~	57.01	**57.01**
98298	TIME WARNER CABLE	CABLE~	31.16	**31.16**

Check #	Vendor	Description	Amount Paid	Check Total
98299	TOTAL ELECTRIC CONSTRUCTION CC	2018 MISSION RD. & LEE BLVD. TRAFFIC SIG	51,917.85	**51,917.85**
98300	TRACKER DOOR SYSTEMS	REPAIR CAR WASH DOOR	97.50	**97.50**
98301	TRANSIMPEX TRANSLATORS INC	INTERPRETATION SERVICE	250.50	**250.50**
98302	TRUSTMARK VOLUNTARY BENEFIT	OCTOBER 2018 TRUSTMARK PREMIUM	3,515.78	**3,515.78**
98303	UNUM LIFE INSURANCE CO	OCTOBER 2018 LTC PREMIUM	1,038.00	**1,038.00**
98304	US TOY COMPANY INC	SUPPLIES-~	33.60	**33.60**
98305	VANCE BROS INC	ASPHALT	1,995.00	
		ASPHALT	137.00	**2,132.00**
98306	VERIZON WIRELESS	BROADBAND SERVICE	3,730.95	**3,730.95**
98307	VERIZON WIRELESS	COMMUNICATION	78.58	**78.58**
98308	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	141.33	**141.33**
98309	WALL STREET JOURNAL, THE	SUBSCRIPTION RENEWAL (1 YEAR)	510.46	**510.46**
98310	WATCHGUARD INC	EXPENDABLE EQUIPMENT	99,275.60	
		EXPENDABLE EQUIPMENT	49,230.00	
		EXPENDABLE EQUIPMENT	35,499.90	
		EXPENDABLE EQUIPMENT	31,100.00	
		EXPENDABLE EQUIPMENT	4,780.00	
		EXPENDABLE EQUIPMENT	4,780.00	**224,665.50**
98311	WATER DISTRICT 1 JO CO	WATER SERVICE	893.89	
		WATER SERVICE	759.05	
		WATER SERVICE	234.14	
		WATER SERVICE	141.39	
		WATER SERVICE	107.26	
		WATER SERVICE	14.20	**2,149.93**
98312	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	91.46	
		RECYCLING SERVICE	80.38	
		RECYCLING SERVICE	35.78	**207.62**

Check #	Vendor	Description	Amount Paid	Check Total
381018	KC POWER & LIGHT CO	POWER SERVICE	351.86	**351.86**
611018	KC POWER & LIGHT CO	POWER SERVICE	35.21	**35.21**
1301018	KC POWER & LIGHT CO	POWER SERVICE	727.81	**727.81**
4651018	KC POWER & LIGHT CO	POWER SERVICE	116.33	**116.33**
4911018	KC POWER & LIGHT CO	POWER SERVICE	156.49	**156.49**
6771018	KC POWER & LIGHT CO	POWER SERVICE	148.40	**148.40**
6911018	KC POWER & LIGHT CO	POWER SERVICE	194.49	**194.49**
0351018	KC POWER & LIGHT CO	POWER SERVICE	59.46	**59.46**
13111018	KC POWER & LIGHT CO	POWER SERVICE	9.97	**9.97**
4681018	KC POWER & LIGHT CO	POWER SERVICE	76.15	**76.15**
7271018	KC POWER & LIGHT CO	POWER SERVICE	54.25	**54.25**
9751018	KC POWER & LIGHT CO	POWER SERVICE	221.24	**221.24**
20711018	KC POWER & LIGHT CO	POWER SERVICE	21.71	**21.71**
23851018	KC POWER & LIGHT CO	POWER SERVICE	19.19	**19.19**
28801018	KC POWER & LIGHT CO	POWER SERVICE	42.73	**42.73**
34031018	KC POWER & LIGHT CO	POWER SERVICE	138.97	**138.97**
34681018	KC POWER & LIGHT CO	POWER SERVICE	97.34	**97.34**
36721018	KC POWER & LIGHT CO	POWER SERVICE	64.75	**64.75**
38731018	KC POWER & LIGHT CO	POWER SERVICE	104.31	**104.31**
38961018	KC POWER & LIGHT CO	POWER SERVICE	158.45	**158.45**
39291018	KC POWER & LIGHT CO	POWER SERVICE	103.52	**103.52**
39771018	KC POWER & LIGHT CO	POWER SERVICE	108.67	**108.67**

Check #	Vendor	Description	Amount Paid	Check Total
40321018	KC POWER & LIGHT CO	POWER SERVICE	162.50	**162.50**
41551018	KC POWER & LIGHT CO	POWER SERVICE	286.39	**286.39**
47131018	KC POWER & LIGHT CO	POWER SERVICE	67.59	**67.59**
48011018	KC POWER & LIGHT CO	POWER SERVICE	86.01	**86.01**
50351018	KC POWER & LIGHT CO	POWER SERVICE	26.69	**26.69**
50651018	KC POWER & LIGHT CO	POWER SERVICE	181.64	**181.64**
53721018	KC POWER & LIGHT CO	POWER SERVICE	40.78	**40.78**
55021018	KC POWER & LIGHT CO	POWER SERVICE	6,460.45	**6,460.45**
55991018	KC POWER & LIGHT CO	POWER SERVICE	99.35	**99.35**
56451018	KC POWER & LIGHT CO	POWER SERVICE	52.11	**52.11**
57551018	KC POWER & LIGHT CO	POWER SERVICE	846.33	**846.33**
59511018	KC POWER & LIGHT CO	POWER SERVICE	18.36	**18.36**
61101018	KC POWER & LIGHT CO	POWER SERVICE	20.90	**20.90**
62641018	KC POWER & LIGHT CO	POWER SERVICE	284.21	**284.21**
63501018	KC POWER & LIGHT CO	POWER SERVICE	63.00	**63.00**
63591018	KC POWER & LIGHT CO	POWER SERVICE	45.21	**45.21**
64981018	KC POWER & LIGHT CO	POWER SERVICE	30.15	**30.15**
68571018	KC POWER & LIGHT CO	POWER SERVICE	43.76	**43.76**
69341018	KC POWER & LIGHT CO	POWER SERVICE	63.80	**63.80**
69771018	KC POWER & LIGHT CO	POWER SERVICE	109.97	**109.97**
70491018	KC POWER & LIGHT CO	POWER SERVICE	33.62	**33.62**
72501018	KC POWER & LIGHT CO	POWER SERVICE	142.52	**142.52**

Check #	Vendor	Description	Amount Paid	Check Total
'5371018	KC POWER & LIGHT CO	POWER SERVICE	87.62	**87.62**
'7651018	KC POWER & LIGHT CO	POWER SERVICE	17.52	**17.52**
'8941018	KC POWER & LIGHT CO	POWER SERVICE	74.48	**74.48**
0801018	KC POWER & LIGHT CO	POWER SERVICE	85.97	**85.97**
2441018	KC POWER & LIGHT CO	POWER SERVICE	43.50	**43.50**
3171018	KC POWER & LIGHT CO	POWER SERVICE	20.20	**20.20**
6161018	KC POWER & LIGHT CO	POWER SERVICE	736.50	**736.50**
0641018	KC POWER & LIGHT CO	POWER SERVICE	21.00	**21.00**
2021018	KC POWER & LIGHT CO	POWER SERVICE	541.28	**541.28**
3711018	KC POWER & LIGHT CO	POWER SERVICE	58.52	**58.52**
7791018	KC POWER & LIGHT CO	POWER SERVICE	13,648.19	**13,648.19**
9781018	KC POWER & LIGHT CO	POWER SERVICE	41.87	**41.87**
0710181	KC POWER & LIGHT CO	POWER SERVICE	90.77	**90.77**

161 checks in this report.

Grand Total All Checks: 741,706.90

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7.B.

Regular Meeting

THE LEAWOOD CITY COUNCIL

October 15, 2018

Minutes

DVD No. 426

The City Council of the City of Leawood, Kansas, met in regular session in the Council Chambers, 4800 Town Center Drive, 7:30 P.M. on Monday, October 15, 2018. Mayor Peggy Dunn presided.

Councilmembers Present: Chuck Sipple, Andrew Osman, Debra Filla, Julie Cain, James Azeltine, Jim Rawlings and Mary Larson

Councilmembers Absent: Lisa Harrison

Staff Present: Scott Lambers, City Administrator
Chris Claxton, Parks & Recreation Director
David Ley, Public Works Director
Mark Tepesch, Info. Services Specialist III
Richard Coleman, Comm. Dev. Director
Nic Sanders, Human Resources Director
Debra Harper, City Clerk
Patty Bennett, City Attorney
Chief Dave Williams, Fire Department
Ross Kurz, Info. Services Director
Chief Troy Rettig, Police Department
Dawn Long, Finance Director
Cindy Jacobus, Assistant City Clerk

Others Present: None

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

Mayor Dunn stated the agenda had been amended to add an introduction by Public Works Director David Ley under Agenda Item 6.0 Special Business.

A motion to approve the amended agenda was made by Councilmember Rawlings; seconded by Councilmember Osman. The motion was approved with a unanimous vote of 7-0.

3. CITIZEN 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. It is not appropriate to use profanity or comment on pending litigation, municipal court matters or personnel issues. Comments about items that appear on the action agenda will be taken as each item is considered. CITIZENS ARE REQUESTED TO KEEP THEIR COMMENTS UNDER 5 MINUTES.

Mayor Dunn stated the three citizens who wished to speak on non-agenda items would be recognized in order of sign-in. Comments from citizens who wish to speak on a specific item agenda would be called upon when items were reached on the agenda.

Ms. Kellye Crockett, 408 E. 108th Terrace, had no comments.

Ms. Lisa Tulp, 8889 Wenonga Road, had no comments.

District 1 Commissioner Ron Shaffer, Johnson County Board of Commissioners, stated he was present for the Indian Creek Electrical Substation [Agenda Item 12.A.].

4. PROCLAMATIONS – None

5. PRESENTATIONS/RECOGNITIONS – None

6. SPECIAL BUSINESS
Introduction of Brian Scovill, City Engineer

Mr. Ley introduced Brian Scovill, City Engineer. Mr. Scovill has been with the City for four weeks, coming from the City of Overland Park. He has 20 years of experience with Overland Park, Platte County and the Missouri Department of Transportation, so his transition has been very quick.

Mr. Scovill thanked the Council for the opportunity to serve the community and the City. Mayor Dunn pointed out Mr. Ley had been serving as both City Engineer and Public Works Director. She would look forward to working with Mr. Scovill.

7. CONSENT AGENDA
Consent agenda items have been studied by the Governing Body and determined to be routine enough to be acted upon in a single motion. If a Councilmember requests a separate discussion on an item, it can be removed from the consent agenda for further consideration.

A. Accept Appropriation Ordinance Nos. 2018-39 and 2018-40
B. Accept minutes of the October 1, 2018 Governing Body meeting
C. Accept minutes of the September 11, 2018 Parks and Recreation Advisory Board meeting
D. Approve Mayoral Appointment of Stefanie Kelley as Drug & Alcohol Council [DAC] Representative for a 3-year term
E. Approve bid in the amount of $12,701.38, from Gail's Harley-Davidson, for the purchase of 2019 Harley Davidson Police Motorcycle
F. Approve payment in the amount of $26,520.00 [$53.04/ton] from Central Salt for the purchase of 500 tons of road salt for snow removal
G. Approve Change Order No. 1 in the amount of $520.00 to Mission Electronics, pertaining to the iPad integration of the audio/visual system at Lodge at Ironwoods Park, located at 14701 Mission Road; and Oak Room located in the Community Center at City Hall, 4800 Town Center Drive [Project # 74090]
H. Approve Change Order No. 2 in the amount of $98,821.43, to Kissick Construction, pertaining to the 2018 CMP Replacement Program [Project # 80255]
I. **Resolution No. 5055**, approving and authorizing the Mayor to execute a Third Amendment to that certain Golf Facility Management Agreement dated December 21, 2009, as amended on September 2, 2014, between the City and Troon Golf, LLC, pertaining to the management of Ironhorse Golf Club, 15400 Mission Road
J. **Resolution No. 5056**, approving and authorizing the Mayor to execute a Professional Engineering Agreement in the amount of $27,500.00, between the City and Continental Engineers, pertaining to the design of the rebuild for the Pond perimeter located at City Park, 10601 Lee Boulevard

K. **Resolution No. 5057**, approving and authorizing the Mayor to execute a Professional Engineering Agreement in the amount of $288,000.00, between the City and Continental Engineers, pertaining to the 2019 Residential Street Reconstruction Project [Project # 80219]

L. **Resolution No. 5058**, approving a Final Sign Plan for MHC Financial Services – Wall Sign, located south of College Boulevard and east of Roe Avenue (PC Case 110-18) *[from the September 25, 2018 Planning Commission meeting]*

M. **Resolution No. 5059**, approving a Final Plan for Village of Seville – Windy City Bar and Grill – Outdoor Patios, located north of 133rd Street and west of State Line Road. (PC Case 105-18) *[from the September 25, 2018 Planning Commission meeting]*

N. Police Department Monthly Report

O. Fire Department Monthly Report

P. Municipal Court Monthly Report

Councilmember Sipple requested Consent Agenda Item 7.A. be pulled.
Mayor Dunn requested Consent Agenda Items 7.D. and 7.N. be pulled.
Councilmember Filla requested Consent Agenda Item 7.G. be pulled.
Councilmember Osman requested Consent Agenda Item 7.I. be pulled.
Councilmember Cain requested Consent Agenda Item 7.M. be pulled.

A motion to approve the remainder of the Consent Agenda was made by Councilmember Azeltine; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

7.A. Accept Appropriation Ordinance Nos. 2018-39 and 2018-40

Councilmember Sipple questioned the $48,916.00 disbursement for continuing work on the College Boulevard Retaining Wall, assuming the project costing $800,000 to $900,000 was complete. Mr. Ley stated the project continues, with one change order to the contract, but no other change orders expected. Final contract payment is expected to be made in the next few weeks.

Councilmember Sipple pointed out the $57,686.50 disbursement for the important traffic signal project at the dangerous Mission and Lee intersection. He asked if the City is paying all invoices and would then invoice the County for their share of project costs. Mr. Ley stated the City would be paying and would credit the County for their pre-ordered signals and mast arms, then bill the County for 60% of costs.

Councilmember Filla noted the multiple pages line item detail for disbursements to Commerce Bank. Ms. Long stated new software was implemented to provide vendor name for each Commerce Purchasing Card sale.

A motion to approve Consent Agenda Item 7.A. was made by Councilmember Filla; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 7-0.

7.D. Approve Mayoral Appointment of Stefanie Kelley as Drug & Alcohol Council [DAC] Representative for a 3-year term

Mayor Dunn pulled the item to thank Ms. Kelley for filling an open seat left vacant in January by the departure of Cathy Lawless, who had served as Leawood's United Community Services DAC representative for six years. Ms. Lawless had done a wonderful job and Ms. Kelley would too. Mayor Dunn stated Ms. Kelley had been unable to attend tonight's meeting.

A motion to approve Consent Agenda Item 7.D. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

7.G. Approve Change Order No. 1 in the amount of $520.00 to Mission Electronics, pertaining to the iPad integration of the audio/visual system at Lodge at Ironwoods Park, located at 14701 Mission Road; and Oak Room located in the Community Center at City Hall, 4800 Town Center Drive [Project # 74090]

Ms. Claxton confirmed to Councilmember Filla the improved audio/visual system would be ready for the Sustainability Summit scheduled for February 2019. The integration controller had been missed on the bid and the system is almost complete. It has been in use for three or four weeks and is an improvement over the previous equipment. The system offers improved visual clarity, especially at a distance, and those sitting in the corner of the space do not have to only rely on viewing the main screen.

A motion to approve Consent Agenda Item 7.G. was made by Councilmember Filla; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 7-0.

7.I. **Resolution No. 5055**, approving and authorizing the Mayor to execute a Third Amendment to that certain Golf Facility Management Agreement dated December 21, 2009, as amended on September 2, 2014, between the City and Troon Golf, LLC, pertaining to the management of Ironhorse Golf Club, 15400 Mission Road

Mayor Dunn called upon Mr. Dick Fuller, who had signed in to speak on the topic. She pointed out that Mr. Fuller is the Ironhorse Advisory Board Chair, and she thanked him for his service.

Mr. Dick Fuller, 10309 Sagamore, thanked the Council for their support over the year. The addition of Vista 154 is amazing. Troon has managed the course since 2009 and done a phenomenal job. This year the course will have the greatest number of rounds played and the highest income in 18 years.

Councilmember Osman stated he typically supports consideration of different vendors for City contracts, especially when a vendor has been used for 10 years. From personal experience, this is not his experience in regard to Troon. Troon management, the condition of the course, testimony about the greatest number of rounds/income, and comments from City Staff about a synergistic relationship with Troon provide confidence that the City has the best company on board. He thanked Troon and City Staff for their service, especially with the challenging volume of rain and clubhouse expansion construction. The construction of the new addition has provided needed revitalization.

Mayor Dunn concurred with comments made. Although she is not a golfer she receives many compliments and no complaints about the course.

Councilmember Sipple shared that he plays a number of daily-fee courses in the Kansas City area, and Troon and Ironhorse have high reputations, being near that of private country club course. He shared the rumors that conditions of many area courses are suffering because of deferred maintenance. Troon's landscaping team does an outstanding job and the course attracts first-class golfers. He is proud to be part of Leawood's high standards.

A motion to approve Consent Agenda Item 7.I. was made by Councilmember Osman; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

7.M. **Resolution No. 5059**, approving a Final Plan for Village of Seville – Windy City Bar and Grill – Outdoor Patios, located north of 133rd Street and west of State Line Road. (PC Case 105-18)

Councilmember Cain stated she would recuse from voting on the item because of a familial relationship with the owner/applicant. She stated attendance had tripled with the move to Village of Seville and an outdoor patio was needed.

Mayor Dunn asked Mr. Coleman about the second Staff Comment [Page 4 of Staff Report] stating "With construction of the patio on the south side of the building, the potential for a future sidewalk connection to the west might be lost." Mr. Coleman stated there is currently no sidewalk at that location, but such a sidewalk would mainly be used by employees parking in the back. This was discussed by the Planning Commission, deemed insignificant, and was set aside. This is not an issue.

A motion to approve Consent Agenda Item 7.M. was made by Councilmember Larson; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 6-0, with Councilmember Cain recusing for reason stated.

7.N. Police Department Monthly Report

Mayor Dunn requested Chief Rettig pass along appreciation and congratulations to Sergeant Ken Whiteside who was selected as the Crisis Intervention Team Officer [CIT] of the Year by the National Alliance on Mental Health Kansas on September 25. He was chosen in recognition of his service to the State Law Enforcement CIT Council and his leadership in launching the Kansas CIT Association, serving as its first president.

Councilmember Filla noted the decrease in reported thefts from vehicles, from 46 in August to 13 in September. She inquired about the reason for the decrease and hoped the trend would continue. Chief Rettig stated the area is cooling down. Some perpetrators have been caught and some identified, but there is not enough evidence to charge. Summer is typically a busier month for this type of theft.

A motion to approve Consent Agenda Item 7.N. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

8. MAYOR'S REPORT

A. Spring Hill Mayor Steve Ellis hosted the October Johnson & Wyandotte Counties Council of Mayors in his newly refurbished City Hall. The building was a former elementary school which he attended as a youth. Johnson County Board of Commissioners Chair Ed Eilert reported on the Johnson County Mental Health Agency. This agency is doing work similar to the San Antonio plan of crisis intervention teams. Seven hundred Johnson County agency personnel have received Level 1 training and Level 2 training is available. The Board's goal is to increase the co-responder program work at schools, cities and counties, and to coordinate across jurisdictions. The next Johnson County magazine will have more information on this program.

B. I attended the Shawnee Mission Education Foundation 2018 Fall Breakfast where Superintendent Dr. Michael Fulton took the stage for the first time. Leawood resident and Executive Director Kim Hinkle did an outstanding job showcasing the excellence of the students.

C. Scott Lambers and I joined Police Chief Troy Rettig and others from his leadership team at the Johnson County Fall Forum for MOCSA [Metropolitan Organization to Counter Sexual Assault], which exists to improve the lives of those impacted by sexual abuse and assault and to prevent sexual violence in our community. Councilmember Chuck Sipple was also in attendance.

D. Councilmember Chuck Sipple joined me along with I-Lan Sister City Committee Chair Bette Monson at the 107th National Day of the Republic of China on Taiwan. This dinner and awards ceremony was held at Vista 154 at Ironhorse Golf Club and hosted by Vivian Swafford, Co-Founder of the Taiwan-America Friendship Association.

E. "Into the Night Fall Festival" had great attendance numbers in spite of cool and somewhat damp weather. A total of 800 to 900 guests attended, including Councilmember Cain. Eight Parks & Recreation employees along with 15 volunteers from the Leawood Stage Company staffed the event.

F. Reminder that "MAME", the classic Broadway musical, will be presented by the Leawood Stage Company November 1, 2 and 3 at 7:30 P.M. and November 4 at 2:00 P.M. inside the Lodge at Ironwoods Park. Councilmember Azeltine will be performing. Come see this terrific show.

9. COUNCILMEMBERS' REPORT – None

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT – None

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

[From the September 25, 2018 Planning Commission Meeting]

A. **Resolution No. 5060**, approving a Final Plan for Indian Creek Electrical Substation, located south of I-435 and east of Mission Road. (PC Case 106-18)

Ms. Tami Lorenzen, Johnson County Wastewater, 4800 Nall, Mission, stated Mr. Chris Koch with Kansas City Power & Light [KCPL] was present. Mr. Koch stated his work address, 4400 East Front Street, Kansas City, Missouri.

Ms. Lorenzen stated the electrical substation would be located within the Johnson County Wastewater Treatment Facility. The facility is bounded on the north by I-435, on the south by College Boulevard, on the west by Mission Road and on the east by Leawood City Park. She presented an aerial layout of the proposed facility. During design it was discovered that the two electrical substations that supplies power to the facility, Prairie Village and Kansas City, Missouri, would be insufficient. Using only one substation would also be insufficient, and would require improvements and additional transmission lines. Building an electrical substation on site was determined to be the lowest cost, least disruptive to residents and most reliable power supply option.

Mr. Koch presented an enlarged plan view of the electrical substation equipment layout depicting deadend poles on the east and west, and transformers in the middle. Deadend poles are used before changing line direction. The elevation view of the transmission section of the substation depicted transformers and switchgear. Bus stand heights are 16 ft. and 23 ft. Substation deadend poles and the single lightning protection mast are 90 ft., and transmission poles are 100 ft. and 110 ft. in height. All poles/mast are galvanized steel. Site model views looking from the southeast and northwest were presented, as well as ground level views of substations with similar designs built with 16 ft. and 23 ft. tall bus stands. Examples of transmission poles having horizontal line configuration and vertical line configuration were displayed. Changing from the current horizontal to vertical line configuration eliminates the three horizontal transmission poles which are replaced by one vertical transmission pole.

Mr. Koch presented the anticipated project construction schedule. Design has started and it is planned to have the substation in service by September 1, 2020. Transformers are ordered 52 weeks ahead of need, so having permits complete in advance is desired. Poles may be delivered to the site in late 2019 for installation in the Spring or early Summer 2020. Poles are a long lead-time item.

Ms. Lorenzen displayed a bar chart depicting flood data on two different rain events at the KCP&L pad site. On Monday, October 8, elevation 837 ft. was reached. There was some localized flooding on the road. She displayed a photograph taken at 7:20 A.M that day, with the proposed KCP&L substation to be where heavy equipment was parked in the distance. The overflow channel did what it was designed to do. By 4:20 P.M. the majority of flood water was gone as Indian Creek subsided. In late July 2017 there were a series of storms, which resulting in flooding of some City property. During this event, flood water height was several feet lower than the 500-year event and was lower than the substation pad site elevation of 846 ft. to 847.5 ft.

Ms. Lorenzen confirmed to Councilmember Cain the flood water was between Lee Boulevard and the substation, the level rising when Indian Creek backed up into the overflow channel.

Mr. Koch confirmed to Mayor Dunn the existing three transmission poles, estimated to be 65 ft. to 75 ft. in height and located to the east on City property, would be replaced with a new transmission pole 110 ft. in height. Ms. Lorenzen stated the proposed 110 ft. pole is shown by a red dot on the right side of the graphic image on Page 5 of the Staff Report. Three transmission poles would be removed and replaced by this one 110 ft. pole, turning the lines into the substation.

Councilmember Sipple inquired if the 110 ft. pole would require a red light beacon at the top and if the substation would be lit at night. Mr. Koch stated the Federal Aviation Administration [FAA] requires a beacon light on poles 200 ft. and red marker balls on lines at airports. The substation would probably have dusk-to-dawn sensors on the 18 ft. perimeter light poles with LED lights that will shine straight down. Councilmember Sipple asked for a comparison of a 110 ft. tall pole compared to the height of poles located east of Indian Creek near State Line Road. Mr. Koch stated he would need to research this request; Mr. Coleman stated the height of the poles referred to by Councilmember Sipple are 65 ft. to 75 ft.

Councilmember Rawlings stated neighbors to the north of I-435 had trouble with electrical outages for several years past and he inquired if the proposed electrical substation would help. Mr. Koch stated the proposed substation would be located between the Tomahawk Substation in Kansas City, Missouri, and Kenilworth Substation off Roe Boulevard, resulting in shortened distribution lines. The propose substation would provide additional reliability and backup power to other parts of the City as needed.

Mayor Dunn asked for a comparison of equipment at the Kenilworth Substation and the proposed substation. Mr. Koch stated the Kenilworth Substation has four or five transformers and the proposed substation would only have two transformers and there is no room for further expansion.

Commissioner Shaffer declined to speak.

A motion to approve Agenda Item 12.A. was made by Councilmember Sipple; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 7-0.

B. **Ordinance No. 2908**, approving a Preliminary Plan and Special Use Permit for an Elementary/Middle/High School for Barstow School – Leawood Campus, located north of 123rd Street and west of State Line Road. (PC Case 107-18) [ROLL CALL VOTE]

Mayor Dunn advised the applicant presentation would be followed by Governing Body discussion and then citizen comment.

Ms. Ellen Pantaenius, Husch Blackwell LLP, 4801 Main Street, Kansas City, Missouri, presented the proposed Preliminary Plan and Special Use Permit for an ancillary location of the Barstow Campus. The former supermarket location would house STEAM [Science, Technology, Engineering, Arts and Mathematics], robotics and other educational programs. She stated the Barstow School was established in 1884 and operates on 40 acres on the Missouri side of State Line Road. The school currently has 128 employees and 700 students. The school could build on its existing campus, but desires to acquire and refurbish the proposed location in Leawood Plaza as its first expansion into Kansas. The ancillary location would accommodate 50 to 150 students, 10 to 15 teachers and a daycare center.

Ms. Pantaenius displayed photographs of the property and additional retail spaces located to the north which are not part of the development, but would benefit from the proposal. The Hy-Vee grocery store has been vacant for four years and the condition of the site is deteriorating. The property has a deed restriction that prohibits use as a grocery store, but it can be used for an educational purpose. Because of a site easement and lack of agreement by two other property owners, parking lot improvements Barstow wanted cannot be made. Existing landscaping would be kept and some additional landscaping added. The proposed use would reinvigorate the property, bringing back life and people to the center. Some of the benefits of the plan would be the removal of blight, restore the shopping center, stimulate tax revenue for other businesses in the center, increased employment, alleviate vacant property security concerns, traffic reduction and reduced parking needs compared to prior use as grocery store. STEAM students would arrive on busses and children for the daycare would be brought by parents throughout the day.

Ms. Pantaenius displayed elevations showing exterior improvements including clear windows, revised configuration of entrances from sides to the front and a skylight between the two chimney features to bring in natural light. The porte-cochere would be used as the daycare entrance. Existing north, south and west elevations remain unchanged. A proposed interior layout of the building which includes two play areas and different functional spaces for robotics, STEAM and multi-purpose programming was displayed.

Ms. Pantaenius stated attendees of the Interact Meeting held August 29, 2018, included representatives of several Home Owner Associations [HOAs] which unanimously supported Barstow's plan. The Pembroke Court HOA President provided a letter to document their support.

Mr. Shane Foster, Barstow School Headmaster, 115th and State Line Road, Kansas City, Missouri, stated he had been Headmaster and a Leawood resident for 11 years. The Barstow School is 135 years old, educating students from both sides of the Kansas-Missouri State Line. The school has been a wonderful neighbor in Missouri, and now would move to be part of the Kansas community. Currently 70% of students served are from Kansas. He and his wife used to stop at the Hy-Vee and had breakfast nearly every Sunday the café. He had been surprised to return from an extended trip to find the store had closed. In four and one-half years since that time, he wondered what could be done with the space. Barstow School is looking to expand its technical offerings, educational opportunities, and potentially open up the facility to other communities. The school did not want to lose green space by building on the existing campus. He expressed the hope the Council would support the plan.

Highlights of specific questions from the Governing Body and discussion in regard to the parking lot and property, as follows:

1. Barstow School intends to purchase the property and the parking lot that is owned by Hy-Vee. The purchase is Tract 2 of the Leawood Plaza plat.
2. A total of four roundtrip bus trips each class day are anticipated.
3. Reduced parking needs [about 40 spaces] would provide the opportunity for additional green space in the parking lot and landscaping between the building and State Line Road.
4. Barstow's original plan included a path and green space down the center of the parking lot to visually connect the building to State Line Road.

5. The easement amendment needed for the parking lot improvements met resistance from the other two property owners, and in negotiations the requirements placed on Barstow were unworkable. No other details in regard to the decision of the two other property owners is known.
6. As needed, the parking lot will be resurfaced in the future, perhaps in six months. Initial focus is work that needs to be done on the interior and exterior of the facility.
7. At this time, the Leawood Development Ordinance [LDO] is not triggered by the minimal changes to the property use.
8. Additional landscaping is not required by the LDO, but additional trees to be placed behind the building are proposed by Barstow.
9. If an application for Community Improvement District [CID] is submitted, LDO conformance would be a primary consideration factor for improvements. A CID would be for the entire shopping center. Since a CID generally involves a sales tax and the school would not generate significant revenue, any sales tax would be generated by the rest of the center.
10. A CID would require parking lot improvements which Barstow is willing to undertake at this time and at their expense, an immediate and likely future financial benefit to the other property owners.
11. Deed restriction prohibiting use as a grocery store is in force for 20 years or more. This deed restriction is imposed as part of the purchase agreement with Hy-Vee.
12. The City cannot force private easements, covenants or deed restrictions. If the occasion for communication arises, the City Administrator will express the City's disappointment in this regard. These impact future buyers as well and are contrary to redevelopment of the center.
13. A fenced play area was a safety concern due to cross-traffic both in front and behind the property. The building will have a fully enclosed interior play area and an "outdoor" play area located within the facility that has exposure to weather elements.
14. The United States Postal System mailbox in the parking lot is anticipated to remain at the site.

Mayor Dunn thanked the presenters and called upon the citizens who had signed in to speak.

Mr. Mike Price, 12120 Sagamore located in Pembroke Court to the north and west of the site. He is currently President of the Pembroke Court HOA that consists of 75 homes. The HOA is extremely pleased that Barstow intends to purchase the property and residents are excited for the project. With the deed restriction, it was felt the center would never be developed. Once informed of issues at the vacant site, the management company that controls most of the property took care of many problems including large truck parking and trash dumping. Many residents attended the Interact Meeting and the Planning Commission Meeting. Barstow has been tremendous to work with. Residents are aware that Barstow had wanted, but was unable, to improve the large parking lot mostly owned by one company. It is hoped the parking lot can be addressed in the future as parking lot appearance needs improvement and green space is needed. An insurance agency just opened in the center and it could be expected there will be food and drink businesses for students. We hope the Council will approve the project.

Mr. Jeff Schotlzer, 4714 W. 78th Terrace, had no comments.

Ms. Linda Joslin, 12224 Sagamore Road, echoed Mr. Price's comments. She heard rumors a 24-Hour Fitness considered the location and is delighted that Barstow wants to purchase the property. Barstow's use is supported as long as students do not drive to the facility in their own cars.

Mayor Dunn expressed the hope that improvements more in line with the LDO stated in the Staff Report and by Mr. Foster at the Planning Commission meeting could be made. She appreciated work done and offered any assistance the City might be able to provide in conversation with the other two property owners.

Councilmember Osman stated when there are three owners, all must abide by easements. Unfortunately, the burden was placed on Barstow. For the record, this will be remembered. Councilmember Osman stated he would recuse from voting because his children are Barstow students and have attended robotics camps.

A motion to pass Agenda Item 12.B. was made by Councilmember Filla; seconded by Councilmember Sipple. The motion was approved with a unanimous roll call vote of 6-0; with Councilmember Osman recusing for reason stated.

Mayor Dunn wished the project success, and thanked citizens for their attendance and support.

C. **Ordinance No. 2909**, amending the Leawood Development Ordinance [LDO] by adding Sections 16-9-26(A) and 16-9-26(B) entitled "Automated Bank Teller – Ancillary to Bank or Financial Service" and "Automated Bank Teller – Non-Ancillary in-Wall," respectively (PC Cases 97-18 & 98-18) [ROLL CALL VOTE]

Mr. Coleman stated Agenda Items 12.C. and 12.D. were related, one for financial institutions and one for non-financial institutions. The proposed amendments for the definitions of ancillary bank teller came out of a discussion with the Leawood Chamber of Commerce and retailers. The LDO did not contain a specific category for remote tellers in the City. The proposed amendments would allow a retailer or bank to have automatic tellers separate from a main facility without a Special Use Permit.

Mr. Coleman confirmed to Councilmember Sipple the City currently has this type of teller at drive-through banks and at the UMB Bank in the 133rd Street Price Chopper. These were approved by Special Use Permit.

Mayor Dunn pointed out the Planning Commission had separate votes for each amendment. Ms. Bennett stated the Governing Body could vote separately, but if approved the amendments would be combined for publication by the City Clerk.

A motion to pass Agenda Item 12.C. was made by Councilmember Azeltine; seconded by Councilmember Larson. The motion was approved with a unanimous roll call vote of 7-0.

D. **Ordinance No. 2910**, amending Section 16-2-7 of the Leawood Development Ordinance [LDO] entitled "Table of Uses" and repealing existing section 16-2-7 and other sections in conflict herewith. (PC Case 99-18) [ROLL CALL VOTE]

A motion to pass Agenda Item 12.D. was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a unanimous roll call vote of 7-0.

13. OLD BUSINESS – None

14. OTHER BUSINESS – None

15. NEW BUSINESS

Schedule a Governing Body Work Session on Tuesday, January 22, 2019 at 6:00 P.M., [MLK holiday on Monday, 01-21-19] to review CID Application for Ranchmart North Shopping Center, located at 95th & Mission Road

Mr. Lambers stated the proposed Work Session was a calendar placeholder in anticipation of a CID application. Per policy, the applicant must go through the Preliminary Plan and Preliminary Plat approval process, and then have Final Plan submitted along with the CID application. The process involves separate tracks, with the Final Plan and CID brought forth for approval at the same Governing Body meeting. A Governing Body Work Session would be scheduled for presentation and then there would be a waiting period until the Final Plan is brought forth.

Mr. Lambers confirmed to Councilmember Osman he had reviewed the calendar with the applicant, who was agreeable to the date. Mayor Dunn stated the Work Session date selected was the soonest possible; there would be no earlier date.

A motion to approve Agenda Item 15. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

ADJOURN

There being no further business, the meeting was adjourned at 8:59 P.M.

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Debra Harper, CMC, City Clerk

_____

Cindy Jacobus, Assistant City Clerk

Return to Agenda

DRAFT

7.C.

Work Session

THE LEAWOOD CITY COUNCIL

October 15, 2018

Minutes

The City Council of the City of Leawood, Kansas, met for a Special Call Meeting, 4800 Town Center Drive, at 6:00 P.M., on Monday, October 15, 2018. Mayor Peggy Dunn presided.

Councilmembers Present: Jim Rawlings, Julie Cain, Andrew Osman, Debra Filla, Mary Larson, James Azeltine and Chuck Sipple

Councilmembers Absent: Lisa Harrison

Staff Present: Scott Lambers, City Administrator
Chief Dave Williams, Fire Department
Chris Claxton, Parks & Rec. Director
April Bishop, Cultural Arts Coordinator
Dawn Long, Finance Director
Patty Bennett, City Attorney
Chief Troy Rettig, Police Department
David Ley, Public Works Director
Debra Harper, City Clerk
Cindy Jacobus, Assistant City Clerk

Others Present: Jeff DeGasperi, 6240 W. 135th Street, Overland Park, DeGasperi Architects
Bruce Martin, 4430 W. 151st Terrace, Historic Commission Chair
Susan Grogan, 9619 Lee Boulevard
Tim Fisher, 9641 Lee Boulevard
Elliott Osman, 3312 W. 86th Street

Continued Discussion of Redevelopment Plan for 96th & Lee Boulevard

Mayor Dunn thanked attendees and introductions with affiliation were made. She stated the additional detailed information provided by Ms. Claxton and Mr. DeGasperi was helpful and worth the cost to produce. Governing Body members had been invited to tour the site and buildings. Mr. Lambers and she had an informative tour of both the current Fire Station and Old City Hall.

Ms. Claxton distributed paper copies of a memorandum dated October 15, 2018, that she and Mr. Ley had authored titled "Additional Information for the 96th and Lee Work Session Tonight".

Councilmember Sipple acknowledged Elliott, son of Councilmember Osman, for his distinguished recognition of having the most service hours which is stated on the Barstow School marquee. Attendees gave a round of applause for Elliott's outstanding citizenship.

Existing Fire Station

Mr. Lambers stated the first item to be discussed and consensus to be reached would be regarding the current Fire Station. The disposition of the Fire Station impacts other "downstream" decisions. If there is an impasse, then the City would proceed with the plans for the new Fire Station construction. Bids for Fire Station replacement would be issued early next year. The cell tower on the property will be removed in 2019 and the property will become a construction site. He asked any member of the Governing Body having a position on whether to remove or rehab the structure to provide their response at any time during the meeting.

Mayor Dunn read an email sent by Councilmember Harrison, who was unable to attend tonight's meeting and had asked the email be shared. Councilmember Harrison indicated the current Fire Station's cupola would look wonderful on the restroom and picnic shelter. She would love to save bricks from the Fire Station and these be used for restroom or shelter construction. There is no need for event meeting space in the area; a sizeable shelter could be used eight months a year.

Councilmember Filla disagreed with opinions of Mayor Dunn and Mr. Lambers that Councilmember Harrison's comments indicated support of removal of the Fire Station. Councilmember Filla stated that Councilmember Harrison had only provided an "essence" on the topic, but not how to achieve. Councilmember Sipple suggested that Councilmember Harrison could likely be reached by cell phone for confirmation/specifics. He stated that she had previously concurred with comments to remove the Fire Station made by Historic Commission member Charles Lusk.

Councilmember Rawlings favored removal of the Fire Station and construction of a new picnic shelter similar to those in other parks in the City, perhaps incorporating some historical features/items. His opinion was based on cost, use of the site as a park, and good experience with other shelters.

Councilmember Filla stated appreciation for the cost estimate and detailed study. Saving only 25% and removal of 75% of the Fire Station is envisioned for either scenario, and each scenario leaves a comparable amount of green space. Space is not the issue, but to have a shelter of distinction. In her review of the cost estimates for demolition and restrooms, the cost savings for using the Fire Station as a shelter is that much more than tearing down the Fire Station and constructing a new shelter. If the costs of restrooms and demolition are subtracted from the cost to repurpose the Fire Station as a shelter, the cost difference is closer to $200,000, not four times the cost. If the Fire Station is saved as the shelter, the cupola, brick and overall character of the shelter would be extremely unique. If Old City Hall was relocated next to the repurposed Fire Station, the two buildings would have nice symmetry and this would maximize shared parking and provide economy for restrooms. She stated the City had spent $300,000 to save the Oxford School House, when in a similar situation Overland Park decided to demolish and rebuild for $150,000. The City has funds for either decision, so cost is not necessarily a factor. The City did not build the cheapest Justice Center and does not always choose the least expensive option. Mayor Dunn stated the cost for the Oxford School House project was funded by a private/public partnership.

Councilmember Larson stated her opinion to remove the Fire Station, only because of functionality of a rehabbed shelter. She prefers an open design shelter, so parents can monitor children. The new shelter could be constructed in the same design of the Fire Station, and she agrees with Councilmember Harrison's idea of reusing the cupola and preserving the look. To keep open sight lines and avoid potential issues, restrooms should be located at Old City Hall. Mayor Dunn pointed out the restrooms are connected to shelters in other park, with entry from the sides.

Councilmember Cain stated her assumption had been that if the Fire Station was removed, the restrooms would be standalone. She did not think restrooms and the design of Old City Hall would be compatible. She had been present at the Historic Commission meeting and the issue is functionality. Old City Hall has been sitting for 20 years as a storage closet. Mayor Dunn pointed out the discussion topic was the disposition of the Fire Station and asked if Councilmember Cain had an opinion to share on the Fire Station. Councilmember Cain stated her comments would relate to both buildings.

Councilmember Sipple favored removal of the Fire Station and reuse of the cupola and brick, perhaps using the bricks for walkways. He agreed with Councilmember Cain that reuse of bricks would likely involve cost for removal of old mortar.

Councilmember Osman stated it can be difficult to decide what to preserve and what to discard in a historical area. He shared his personal experience of a home remodel that requires some items be discarded to get newer space, while keeping family heirlooms. He stated the site has two areas that are original to the City, and questioned if the historical value is based on building, look or the area. A new Fire Station will be constructed at the site. Decisions are needed to create a canvas for the site and make the rest of the site useable. He considered the $400,000 cost estimate as just one factor, especially since the City has this amount on art, but there are often unforeseen cost estimate increases and salvage items may be unworkable. The Ironhorse Golf Clubhouse expansion is an example of cost estimate increase. He shared that Prairie Village had recently tried to save the steeple of a church at 68th Street and Roe as a central focal point. After the rest of the site was demolished, the structural condition of the steeple was determined to be unsound and it also had to be demolished. As much as possible, he would keep site signage in a similar font/format, and doors, brick and cupola from removal of the Fire Station. He might be of different opinion if the Fire Station was not located in the middle of the site. An open area may not have history, but would have the aesthetics of what the City wants to achieve in the location.

Councilmember Azeltine stated costs, especially for projects involving older buildings, would likely skyrocket. The Fire Station does not the approach the historical significance of Old City Hall. He would support a large expenditure on the Old City Hall.

Councilmember Cain indicated she would rehab, stating it was unfortunate that removal of the Fire Station seems like it will be the ultimate decision.

Mayor Dunn stated on her tour she had not found the Fire Station flooring to be pristine, as had been stated at previous meetings. Year after year at the annual Budget & Finance Committee Meeting, Fire Chiefs have stated the Fire Station is a money pit requiring continual stop-gap measures to address issues. This is the reason for building a new Fire Station. She likes the idea of building a unique shelter; the shelter on the south side of I-Lan Park resembles a pagoda. The cupola and bricks from the Fire Station might be salvageable, and the bricks might be used to wrap the support columns of a new shelter similar to the use of Jerusalem stone used at Gezer Park. The money required to salvage the center bay of the Fire Station as a shelter could be spent on a beautiful park. She supported removal of the Fire Station.

Mayor Dunn shared that a student had recently spoken and suggested there could be a water spray park. In this regard, there are a number of features that have not been discussed. Councilmember Azeltine pointed out Antioch Park contains a miniature town and perhaps the playground at the park could have a fire station theme. Mayor Dunn stated the miniature town in Antioch Park takes up a large amount of space, which the City's site does not have.

Mayor Dunn stated the consensus reached was the Fire Station should be removed and the architect would be advised.

Old City Hall

Mr. Lambers stated some councilmembers had expressed that Old City Hall should be relocated, no longer supporting the prior consensus that the building remain on the site as close to the new Fire Station as possible to minimize the loss of green space. This needs to be revisited again as this is a significant component for planning and to preclude any future misunderstanding when park plans are presented. The designer/architect needs to know this is a fixed variable.

Councilmember Rawlings stated he had toured the location two or three times. Old City Hall is a beautiful building with historic value, built by the Kroh Brothers in the late 1940s. He would move the building to the west of City Hall behind the temporary art space location. This "downtown campus" location would be great for viewing artifacts and might provide the opportunity for more useable space in current City Hall.

Mayor Dunn agreed with Mr. Lambers there had been prior consensus by the Governing Body that Old City Hall would remain at the site. She stated the Historical Commission had wanted the building to remain somewhere on the site. Mr. Martin stated the Historical Commission goal had been to preserve the structure, the integrity and use of the building to its capabilities, having a museum or multi-purpose facility. He stated relocating the building raises other possibilities such as the addition of a new basement for storage. This could be discussed at the next Historic Commission meeting.

Mayor Dunn inquired if building setbacks could be met if Old City Hall was relocated next to City Hall. Mr. Ley stated he thought there would be enough space. The building would require a crawl space, even if positioned on a slight slope, and location at the top of the hill to the west would be out of the flood plain. After some additional research, Mr. Ley advised relocation at City Hall would require a 100 ft. setback from the right-of-way, which would push the location down the site slope and a walk-out basement needed. The Johnson County Pioneer Library has a 100 ft. setback and first house to the west of City Hall has a setback of 75 ft. He confirmed to Mayor Dunn either a basement or crawl space could be used at 96th and Lee. Mr. Lambers suggested a basement be built for the minimal cost difference. Ms. Bennett stated a basement requires a building have an elevator.

Mr. DeGasperi stated a professional mover with historical masonry building expertise based in St. Louis had been contacted. The building would be moved intact, by raising and installation of stabilizing beams underneath, then placement on a truck. A crawl space or basement, not just a slab on grade, is needed when the beams are removed and he building is placed in position. There is not a significant cost difference between a crawl space or basement walls, which are another five ft. deep. The company contacted does not construct crawl spaces or basement walls.

Mr. Lambers confirmed to Councilmember Rawlings the number of artifacts/size of the collection is unknown. He anticipates a call for items be made when the structure is available, and the Historical Commission and City Staff to review items received. Valuable items would be placed in climate-controlled storage and displayed on a rotating basis, assuming there are more items than space in the Old City Hall. Mayor Dunn stated comments made at prior Governing Body meetings that Old City Hall was not much bigger than the Main Conference Room were in error. She noted during her tour that partitions in the building reduce the openness. Council Meetings had been held in the building, with citizens wishing to speak on a controversial topic standing in a line outside that reach around the block.

Councilmember Larson questioned if residents close to the site would be disappointed if Old City Hall was relocated. Mayor Dunn pointed out that residents near a relocation site would also have opinions.

Mr. Fisher stated people he had spoken with would be disappointed if the building was moved south, but relocation on the current site would be acceptable.

Councilmember Cain expressed concern about staging that would be required, the possibility of having to move Old City Hall more than once at the site, and increased costs. Mr. Lambers stated the decision is location/whether the building should remain on the site. A basement could be poured and the building moved, or a temporary footing used as needed. If the building is to be placed anywhere on the site with a basement and elevator, the park consultant would bring forth options for building/basement location. Councilmember Cain questioned where a basement near the existing Fire Station could be placed. Mr. Ley stated a contractor estimate was $750 per month to store the building on a trailer. Mr. Lambers stated the existing Fire Station must continue to function during the estimated 18 month to 20 month construction of the new Fire Station. He supports placing the Old City Hall on a trailer as needed and does not want a forced Governing Body decision based on this cost.

Mr. Lambers would anticipate receiving two scenarios from the consultant for location at the current site. Mr. Martin suggested a possible location would be the northeast corner of the property. Mr. Lambers agreed this would likely be one of the location options, as long as setbacks in-line with the residential areas can be met.

Councilmember Filla disagreed with Councilmember Azeltine's comment that Old City Hall has more historical significance than the Fire Station. The Fire Station is older and served as the first City Hall. Mayor Dunn pointed out the Fire Station has undergone five additions. Councilmember Filla stated the City would be ignoring resident desires, dishonoring the history of two buildings, and adding $75,000 to $80,000 in cost for a basement and elevator. A building tucked away by the current Community Garden area would not be visible. She would be upset to see a new construction shelter placed close to the historic building. To avoid loss of character and the appearance of a typical subdivision that is occurring with the teardown of old homes/rebuilds in the area, a plan focused on vision/priorities for the site should be developed without constraints.

Mayor Dunn stated site plans would be received, but the consultant needs to know parameters for their work such as removal of the Fire station, Old City Hall, shelter, playground, and restrooms either connected to the shelter or to Old City Hall. Residents had indicated the desire for a passive area. She pointed out this is the third Governing Body Work Session on disposition of the Fire Station. She expressed the opinion the consultant would not bring forth option having Old City Hall sitting back by the Community Garden.

Councilmember Azeltine recalled most speakers at the prior Public Hearing had wanted passive green space and Old City Hall was not discussed. It is important to have any type of destination venue be located in a place more likely to be frequented; this would be less likely on Lee Boulevard. He pointed out the Old City Hall was for the entire City and he is intrigued by the idea of relocation, which would open up space at 96th and Lee. Mayor Dunn pointed out she had opened the Public Hearing by stating the Old City Hall would remain at the site.

Councilmember Sipple stated the location of current City Hall is Leawood's civic center. We moved, life goes on. This area should be acknowledged to the entire community as the City's focal point and downtown with significant investment in the Justice Center, Johnson County Pioneer Library, shopping center, art and possible Community Center. He favors relocating Old City Hall to this area, to serve as a museum, perhaps with a basement for storage. He expressed minor concern for an increased possibility of vandalism if the building remains at its current location, although firefighters would be present.

Councilmember Filla stated she does not want to move Old City Hall. Her previous agreement to keep the building at its present location was based on the history of the buildings. Additional cost would be incurred for a basement that cannot be justified. The basement could not be used for storage unless it was climate-controlled, and a basement would not be required at 96th and Lee. Mr. Lambers stated bids would be requested for both a crawl space and basement/elevator.

Councilmember Osman questioned setbacks needed at the current site. Mr. DeGasperi stated design of the new Fire Station includes 30 ft. setbacks on the south for buffering, which would likely be sufficient for the north and east. From the street, parking and buildings should hold the line with houses on either side, about a 50 ft. setback. Changes may not be possible without impacting other planning.

Councilmember Cain stated her opinion is based on functionality. She likes the idea of a meeting space and restroom in Old City Hall, increasing its functionality. If Old City Hall remains at 96th and Lee, she would be concerned about the building standing alone. She likes the increased safety and visibility, as well as reduction in the number of parking spaces that would be needed at 96th and Lee, if the building was relocated. She would accept relocation of Old City Hall now that the Historic Commission would not be opposed to the move.

Councilmember Larson stated she was persuaded by Mr. Fisher's comments. She expressed concern it had been represented to attendees of the prior Public Hearing that Old City Hall would remain at the site; residents did not have the opportunity to express their opinions in this regard. Mayor Dunn stated at the time the consensus was that Old City Hall would remain at the site. Councilmember Larson wants transparency and level of comfort by resurvey of Ward One residents. She supports functionality and that was her reason for removal of the Fire Station. Old City Hall would function better on Town Center Drive, and relocation would reduce parking needs and increase green space at 96th and Lee.

Councilmember Rawlings stated he was torn between the historic location and the move to Town Center Drive which would be a great location for a museum, having more traffic and better security. If there was multi-purpose room in the building, Staff could more easily control and access the building from current City Hall. Mayor Dunn stated there is likely only room in the building for displays, not yoga classes. The building would likely not be open, but staffed similar to if it remained at Lee Boulevard. Councilmember Rawlings stated he supports relocation of Old City Hall.

Councilmember Osman stated this is a Ward One and Ward Two issue, but Ward boundaries do change. For five years, he understood Old City Hall would remain at the site. He agreed with Councilmember Filla's comments about the change in historic nature of north Leawood. The Kroh Brothers house at 79th and Lee is now an accounting firm. Lee Boulevard is considered the area's "Ward Parkway"; an iconic area. Old City Hall fits this site. He had not considered the possibility of moving, but the suggested relocation would have more foot-traffic and could be used to further promote the City. He would like to keep Old City Hall at the site until residents are heard, the amount of artifact inventory is known and what the relocation would be.

Councilmember Azeltine pointed out that things change. He stated the biggest reasons for no progress that this site is unique and the lack of site plan to show the public. He wants a site plan developed and then public input sought on that plan. He would agree to relocation next to City Hall. Mr. Lambers stated only one site plan, not three, can move through the City's planning process.

Mayor Dunn stated she wanted to hear from the public. She was not convinced relocation would be best. The building placed next to City Hall would be unmanned and secured, with access by appointment or open certain hours.

Mr. Lambers stated the idea is to obtain a consensus, which could be impacted by public input. He confirmed to Councilmember Rawlings that notice of public hearing would be sent to HOA presidents north of I-435 and posted on the City's website; the City does not have news coverage. Mayor Dunn stated the residents of Edgewood would also receive the notice and the public hearing would be open to all Wards. Councilmember Sipple pointed out this would be a City Hall and City-wide museum for all, with investment from all four Wards. Notices should be sent to all HOAs. Councilmember Filla suggested electronic technology be used as a methodology for public comment. Councilmember Sipple stated there would be too much background information to consider electronic resident input.

Mr. Lambers stated a Special Call Governing Body Meeting for public hearing could be scheduled for Monday, November 12, 2018. The City Clerk will poll the Governing Body for their availability.

Mayor Dunn thanked all participants for their attendance and interest in this important project.

There being no further business, the meeting was adjourned at 7:24 P.M.

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Debra Harper, CMC, City Clerk

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Cindy Jacobus, Assistant City Clerk

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7.D.

Sustainability Advisory Board

September 13th, 2018 MINUTES

ATTENDEES
7:30 am • Leawood City Hall
4800 Town Center Drive
Main Conference Room

- ☐ Chuck Sipple, Chair
- ☒ Lisa Harrison, Vice-Chair
- ☐ Brian Cullum
- ☒ Kathy Corbin
- ☒ Alicia Jennings
- ☒ Scott Pashia
- ☒ Art Peterson
- ☒ Bob Pierson
- ☐ Jim Potter
- ☒ Bill Schutte

- ☐ Chris Claxton
  Parks & Recreation Director
- ☒ Brian Anderson
  Parks Superintendent
- ☒ Marica Putman
  Administrative Graphics Tech
- ☐ Scott Gameri
  Outdoor Education Supervisor
- ☐ Scott Lambers
  City Administrator
- ☐ Kevin Jeffries
  President & CEO
  Leawood Chamber of Commerce

Guests

- ☒ Dustin Branick, P&R
- ☒ Debra Filla, CM W1
- ☒ Thad Carver (Foxborough)

Welcome, Introductions, and News

- Members meet and greet. Guests were acknowledged. Vice-Chair Harrison presents the meeting.

The SAB meeting came to order.

- Scott Pashia motioned to approve the amended agenda. Kathy Corbin seconded. The motion passed unanimously.
- Bill Schutte motioned to approve the June 14th meeting minutes. Art Peterson seconded. The motion passed unanimously.

Master Calendar

- Members reviewed and revised the master calendar.
- Members are asked to use the Nextdoor App or social media to help spread word of upcoming events like the Citywide Recirculation Saturday (signs and flyers are available for pick-up).
- The Recycling Extravaganza (October 27th) ad is in the guide and was requested to be added to the website.
- International Walk/Bike to School is October 10th. Alicia Jennings asks members to remind school representatives of this upcoming event. Special Guest Jill Railford of Johnson County Health & Environment met with Bike/Walk Leawood last week. She is offering her assistance to help schools to participate in these events.
- Debra Filla requests that the master calendar be sent to Ross Kurz, Information Services Director for the website.

Re-Work of HOA Database and Access from City Website – Art Peterson

- Art Peterson is revamping the database with files received from Ross Kurz. There are approximately 600 contact files and he is two-thirds finished. He has been cleaning it up, removing duplicates and adding information not previously available to the updated database. He will send it back to Ross Kurz next week. He mentions the website online form has required fields for updating information should not be required – such as the address. Some people are willing to submit an email address or phone but may not be comfortable with an address. This can be a coding issue and can be up to the person updating the information if he or she wants an address displayed. Another issue is that management companies are using their information rather than the board members' information. He has called and made them aware of this issue. They have obliged and stopped. He shares the database management methods to the board members.
- He would like to add glass recycling to the database and to neighborhoods. He shares that Berkshire has an average of 90% resident participation in glass recycling. Berkshire's cost is $1.85 per month per home versus the regular rate of $10 per month per home and that's due to an 82% discount for any HOA that wants to participate. Member weigh in their opinions and ask if the service can be available to a percentage of the HOA. Brian Anderson would like to arrange for Hunt McGee's KC Curbside Glass to pick up at Ironwoods Park. Vice-Chair Harrison suggested that he propose a pick-up for both the Fire Station and Ironwoods Park. Bob Pierson shares his Leawood HOA experience. They received a great rate; but it didn't go due to some owners using the Ripple bin drop off in Corinth and were not interested in the service at home. Art Peterson suggested a survey of who's actually recycling on their own and who's driving to Corinth.

Revamping the Annual HOA Meeting

- Project manager, Scott Pashia will update the spreadsheet and send it out.
- The venue has been reserved and will be verified.
- Plastic is the theme. Kathy Corbin is managing this and will show slides on history, amounts, how it's manufactured, results, and some solutions. Vice-Chair Harrison asks that an outline of the plans, speaker's name, speech timeline, etc. for members be available at the next meeting.
- To keep it simple, pizza, salads, beer and wine are suggested for the event's meal. Vice-Chair Harrison will get quotes for pizzas and salads. Brian Anderson will provide the drinks.
- Vendors are the same.
- Tree updates to discuss in October, approximately 5-8 minutes.
- Save the date card to be sent out in November.
- October 11th meeting will focus primarily on the HOA meeting.

Bike/Walk Leawood

- International Walk/Bike to School is October 10th. Alicia Jennings will contact and provide Jill Railford updated information. Brian Anderson shares that Jill Railford and her group has sent out a postcard to area schools reminding them of the upcoming event. He can send it out to everybody.
- BWL committee, a subcommittee of SAB, is working on a south recreational loop. Brian Anderson announced that they received funding for next year. He has drawn up a recreational loop draft for members to ride, research, and provide feedback. He discussed the hill on Mission Road hill and providing safer alternatives until future road work is finished. He invited SAB members to ride too. Members discuss the North Bike Loop; reporting positive feedback.

Tree Ordinance – Debra Filla/Brian Anderson

- Dustin Branick has a tree tracking software program called Plan-It Geo. It can provide HOAs their own tree database. Available to HOAs who want to plot their tree information.
- Thad Carver is using it for Foxborough and should be finished by February. His experience will help other HOAs.
- Brian Anderson provided a brief history of the volunteer tree committee. The four committee members generated a list of street tree ordinances to review and make improvements on it. Of the two tree ordinances handouts, the one with blue revisions are the new additions.
    - They changed the calipers of the tree and bush size based on nurseryman and landscape architects.
    - Tree toppings and recommended tree heights.
    - Defining the Right-of-Way.
    - Updated the purpose statement and benefits of street trees.
    - Definitions and clarifications.
    - Recommended trees.
- It has been reviewed, revised, and approved by the legal department. They recommended that they bring the revised ordinances to SAB for review and get a formal recommendation to the governing body.
- Vice-Chair Harrison asks how this impacts the current home owner. Brian Anderson answers that this is a guidance and that the owner can choose to have a street tree but it is not required unless there is an approved landscape plan that was approved by the governing body. If those homes have that plan then the planting of street trees are required. Members discuss various issues.
    - Removal of a dead tree. He explains how the process works. If a street tree dies, neighborhood services will issue a notice to the owner that he/she has to remove the tree in a stated time period. If not removed by the owner. The city could remove the tree and the cost is billed back to the owner.
    - They also discussed trees planted near the sidewalk and curb. The revised ordinance gives owners an option to plant on the other side of the sidewalk. The ordinance was more restrictive.
    - Street trees required for new construction (13-404A). Construction or reconstruction resulting in a new single family or two family dwelling shall provide for the planting of one street tree for each 40 feet of street frontage. Such trees shall be in the right-of-way unless

the layout of the lot, utilities, sidewalk and street do not allow for such planting, in which case a tree planted no more than 5 feet from any sidewalk, shall be allowed to meet this requirement. Existing trees in good health located in the right-of-way adjacent to the lot, shall be counted toward this requirement.

- Ordinance13-404A is revised to 8 foot from the curb.
- No proposing of the city taking over the management of trees or budget of additional tree staff of arborists and such needed with the new ordinance.
- The subcommittee continued their discussion of ordinance requirements and such. Dustin Branick clarified and fielded several questions. Mark Klein, David Ley, and Richard Coleman have also attended these meetings to discuss and revised the ordinances.
- Debra Filla requests SAB to make the tree subcommittee an official standing subcommittee. There is so much education work to do and support.

- **1st MOTION:**
  - Alicia Jennings makes a motion for the Sustainability Advisory Board to establish a standing Tree Subcommittee. Scott Pashia seconds the motion. The motion passed unanimously.
- **2nd MOTION:**
  - Scott Pashia makes a motion to take the Tree Ordinances to the governing body. Bob Pierson seconds the motion. The motion passed unanimously.

  - The motions are estimated to be within the next one of the two city council meetings (Oct 1 or 15). Brian Anderson to provided clean copies of the tree ordinances to the committee.

Other

- Alicia Jennings announced that Brian Anderson was recognized by the American Discovery Trail.
- Alicia Jennings and Kathy Corbin would like to form a task force or committee to make a proposal for a plastic free community. They have done research for single use plastic like bags, straws, etc. They would like an ordinance; it is not a ban. Debra Filla shares that you do not need to ask for permission to do a task force as an individual; just gather your people and do it and then make your recommendation to the board in March. Vice-Chair Harrison reminds that the SAB's mission is to lead, educate, and collaborate. Our mission is not make ordinances or mandate. We can make suggestions to encourage conservation, educate, etc. She shares the request from not photocopying an element of the city packets. Progress is one thing at a time. Debra Filla shares her plastic issues too.

Adjourn

- **Upcoming Meetings**
  - **Next SAB meeting is October 11th, 2018.**
  - Future meeting dates in 2018: November 8th.
  - Future meeting dates in 2019: January 10th, February 14th, April 11th, May 9th, June 13th, July 11th, September 12th, October 10th, November 14th.
  - No meetings in March, August, and December.

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7.E.

Leawood Foundation Meeting Minutes, June 7, 2018

The meeting of the Leawood Foundation took place at 5:30 P.M., Thursday, June 7, 2018, in the Main Conference Room at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas.

Attendees: Alice Hawk, Mike Best, Susie Rawlings, Brandon Scarborough, Charles Lusk, Marc Elkins, James Azeltine and Deb Harper.

Board members absent: Renny Arensberg, Chuck Udell and Mary Ann Waldenmeyer.

Chairman's Report

- Chairman Alice Hawk called the meeting to order at 5:35 p.m.
- The April 5, 2018 minutes were approved unanimously.
- Alice said the Leawood Women's Club is donating approximately $4,000 to assist with the Old City Hall restoration.
- Alice received a call from Micah Feingold who presented a proposal for a paw washing station at the Leawoof. He has agreed to pay the cost of approximately $3,000.
- We received a letter from the Shawnee Mission Foundation asking to help with their Fall breakfast. The board previously voted to pay $250.

City Update

- James Azeltine updated the group about the fire station at 96th and Lee. There was a meeting with community members about pending plans for moving the fire station and creating a park in the area.
- James updated the board on the Wastewater Project at 106th and Lee. The access to the park from Mission Road will be closed, and the street will be raised above the flood plane.
- The annual budget meeting will be held next week. There will be no mil levy increase.
- There will be a project at 119th south to 133rd on Mission Road. There will be sewer work, burying power lines and street resurfacing.
- The Leawood State Company will be presenting the musical West Side Story the 3rd week in July.

Financial Report

- Mike Best gave the financial report. As of June 7, the fund balance is $185,168. Our investment income is $989.74, which is a pretty good return given the first quarter performance.

- The IRS has approved the foundation's tax filing extension. We will need to pay the accountant approximately $1,000 for the set up of our 501(c)(3) status and the completion of tax return. We will be required to file a 990 form and an annual report to the Kansas Secretary of State.

Old Business

- Alice said there will be an event for donors at Gezer Park when the donor signage is installed.
- The city's 70th anniversary was discussed. Ideas included inviting all former elected officials. It will be held in November, so decisions will need to be made by August. There will be an event for volunteers held on July 4th, and invitations will be sent.

New Business

- Project ideas for the foundation were discussed.
  - Workout stations - much more sophisticated than in the past
  - Dog park – obstacle course
  - Old city hall move and park
- The Chamber holds quarterly meetings which we can attend since the foundation is a member.
- Susie Rawlings will review the website.
- Additional board members were discussed. Brandon Scarborough mentioned Suzanne Teel, who was on the board of Baker University, has moved to Leawood. Marc Elkins suggested Chris Franze, who has raised $260,000 for the Leukemia Foundation.

The meeting was adjourned at 6:20 P.M.

Announcements

NEW: Prior to each board meeting, we will ask if you plan to attend. Your commitment will let us know if there will be a quorum. Thanks for your cooperation!

Please put the following dates on your calendar:

- **August 16th**
- **September 20th**
- **October – No Meeting**
- **November 8th**
- **December 4 – Social event at the home of Alice and Mel Hawk**

/s/Susie Rawlings

Susie Rawlings, Secretary

Return to Agenda

7.F.

IRONHORSE
Golf Club

GOLF COURSE COMMITTEE
Minutes of May 31, 2018
5:30 P.M. – Ironhorse Golf Club –Vista 154

Members attending: Chair Dick Fuller, Adam Abrahams, Tommy Davidson, Leo Morton, Dr. Greg Peppes, and Scott Picker

Member absent: Mark Bodine

Troon Management Staff: Troy Newport and James Kennedy

Council Liaisons attending: Mary Larson and Chuck Sipple

Staff attending: Chris Claxton and Camille Sumrall

Chair Fuller called the meeting to order at 5:45 p.m.

Chair Fuller made a motion to approve the February 15, 2018 meeting minutes. Dr. Peppes moved the motion. Leo Morton seconded the motion. The minutes were approved unanimously.

I. Operations/Financial Report

Troy reported that overall rounds were down compared to April 2017 due to inclement weather. The Triple Crown Pass Holder program has been a success, especially in the under 40-age bracket, which was capped at 15 members and sold out quickly. The total number of Triple Crown Pass Holders is up from 81 members to 97 members over last year. All pass members have been prorated so they will all renew at the same time of the year, which streamlines the renewal process.

Golf shop merchandise inventory value is down 10% and we are keeping a close eye on cost of goods sold, inventory quality, inventory quantity, and inventory turnover. Golf Shop inventory value is down compared to past years when they have carried high-end merchandise. We are now requiring a fee of three dollars per person be purchased in gift cards for anyone participating in a tournament. These gift cards can be used as tournament prizes and will hopefully result in more golf shop sales. Golf shop expense is down by about 5% from January to April 2018 due to eliminating a full time position. We are also having a tough time hiring seasonal and full time employees due to lower pay rates compared to other industries and lower unemployment rates than usual.

Facility revenue is up compared to last year because Vista 154 was not open until June of 2017. Weekend events for 2018 are booked out about 6 months in advance, weekday events are slowly picking up, once June starts, we will have about three golf events a week. Wedding rentals start at about $3,800 with a $500 deposit and typically have food and beverage service added to package. Hourly venue rentals require a $250 deposit and neither deposit policies have been met with any resistance. We have hired an event coordinator, Lisa

Hyatt, to take care of venue showings, client meetings, and on-site venue management on the day of the event. Troy is still taking deposits and running financials for the venue space.

Financial goals for 2018 include keeping payroll and operating expenses consistent with previous years, and increasing revenue. Dynamic pricing has been built in to this year's fees and have resulted in several instances of $80 greens fees.

Leo asked if Troy had seen this year's golf course rankings in The Kansas City Business Journal. The courses were rated on slope and price. Ironhorse was ranked #3 on slope and #2 on price. Overall rankings were great for Ironhorse, even when public and private courses were listed together.

Council Liaison Sipple asked if there were any amenities that potential Vista 154 renters thought the space lacked.

Troy responded that the one amenity wedding renters thought the space lacked was bridal suites where bride and groom can congregate with wedding party pre-wedding. He did not think it ever stopped any potential renter from renting. There is a room for the bridal party to get ready, but it is smaller than most other venues bridal suites. On the internal side, the space lacks storage for chairs and tables.

Marketing and Operations: low cost marketing plan includes advertising in Wedding Wire and The Knot. Wedding Wire is a Troon national vendor, and has been more successful than The Knot. We also utilize paid advertising through Facebook, which results in high engagement but not necessarily sales, which is typical. We send out email blasts through their website software. Participation is high in organized competitive golf events, particularly women's events, Junior League events, and senior events.

Troy noted June is National Ladies Golf Month. The ladies leagues have grown, especially the Wednesday night nine hole league.

Dr. Peppes asked if they had considered including a gift card fee for First Tee and USGA programs.

Troy responded that he thought that was a good idea and would like to discuss it more in the near future.

II. Golf Shop Merchandise Operations and Status

Troy informed the committee that the City's general financial reporting for the golf course does not show revenue broken down by department, which can be misleading particularly regarding the golf shop. The City's departmentalized report on golf shop expenses, which includes golf shop merchandise sales minus cost of goods plus $200,000 of payroll, does not include any golf revenue (greens fees, lessons, cart rentals, and driving range). Troon's financials are broken into four departments: Golf, Course Maintenance, Food and Beverage, and General Administration. Several departments, Course Maintenance and General Administration will never be profitable because they are purely expenses. The golf shop is profitable, thus far in 2018 at $169,000 NOI.

Chris added the City Administrator had questions on the Golf Course profitability in December and they discussed making the shop more profitable. Strategies include short-term sales in the Golf Shop, sales incentives for employees, and e-blasts to all contacts in their list.

Troy responded that there were several problem areas including categories of merchandise that were priced too high, which led to little turnover. They are focusing on purchasing high quality but lower priced items that will turnover quicker. Inventory value is 20 percent lower than the previous year, which is good for the cost of goods sold rate.

Council Liaison Sipple asked for Troy to comment on pro shop employees being incentivized on sales.

Troy responded they had several contests for employees who had the most sales monthly, and the winner would receive a gift card. This can be detrimental to cost of sales, which is important. Upselling is also a key strategy including asking customers if they need to add golf balls or tees to their purchases. Troy also noted a large amount of our sales come from a small customer base who are happy to pay full retail price.

Council Liaison Sipple asked if there was a discount offered for people who take lessons at Ironhorse, particularly a coupon valid only the day of your lessons.

Troy noted that Troon has a rewards program that offers rewards for money spent on greens fees, merchandise, and lessons.

Council Liaison Larson noted that the high standard of course maintenance has a direct effect on the golf shop sales. People will be happy to purchase a shirt from the course after they have a great experience playing it.

III. Course Maintenance / Projects Report

James informed the committee that during March and April the course maintenance staff prepared the course for late spring and summer play. Preparation included repairing leaks, filling sand in bunkers, repairing irrigation as needed, and general landscaping. Capital equipment was ordered April 3rd including three carts, a greens mower, and skid steer, all of which have arrived on property. During May, sod was placed on trenches after removing a large amount of rock. The last week of May a contractor was on sight to help locate a leak on the mainline of irrigation. The irrigation system is about 20 years old, and every year the ground settles and shifts causing necessary maintenance on the pipes. Temperature swings have pushed back the greening of the zoysia grass. Zoysia has been harder to grow due to less snow coverage and flood damage in the past year.

Troy stated the synthetic tee material has been installed on the range. The synthetic material is a much better option for extended playing during the off-season and golf events.

Staffing: four of the six open positions have been filled, but several full time staff have moved on. Craig Chatfield is the new full time second assistant. All full time positions, except the irrigation technician position, have been filled. Jeff was the mechanic for 18 years who unfortunately left to live in Florida.

Council Liaison Sipple asked if Great Life Golf Course has poached any staff.

Troy responded that he did not think so and the biggest threat was Top Golf poaching servers. Landscaping companies are a poaching threat for course maintenance as they typically have higher pay rates and better hours.

IV. Miscellaneous

James informed the committee that a crushed drain tile coming from 153rd street runs underneath the fourth tee and back out to the creek. The hole has sunk three times and been refilled. The contractor estimate last year was approximately $34,000 for the repair. Leawood Public Works inspected the drain line connected to the tile and there is approximately 80-100 feet of damaged or crushed pipe.

James informed the committee the creek is undermining the soil towards the cart path on number 9 as it approaches the green and soil is pulling away from right side of path. Continental Engineers is on the final stage of planning to move the cart path away from the creek. The plan will be better for golfers as well because it lessons walking times. Carts may potentially be allowed to drive up to the front of the number nine green once the path is moved.

Chris informed the committee that this is the most economical plan.

Council Liaison Sipple asked if the ninth hole cart path project would take place in 2019.

Chris responded that is was hopefully a 2018 project depending on what bids are received.

Council Liaison Larson asked what the useful life of an irrigation system is. When will Ironhorse need to replace their irrigation system and when or if is it in the capital improvement budget.

Troy responded that irrigation systems usually last from 25-35 years depending on how the ground moves and quality of the system. The pump station also will last approximately the same amount of time. The sprinkler heads will also need to be replaced; there are approximately 950 sprinkler heads in use.

Chris responded that there are several other important unfunded project in play. It is important for the committee to prioritize which projects happen first.

James informed the committee that tree maintenance has been taking a large amount of attention. Homeowners have been commenting more frequently about trees on the course disrupting views and asking for help maintaining trees.

Chris informed the group that there have been several complaints about the new Fairways of Ironhorse building. She is working with neighboring residents to address their concerns.

Leo made a motion to adjourn the meeting.

Dr. Peppes seconded the motion. Motion Approved. The meeting adjourned at 7:00 pm.

Respectfully submitted,

Chris Claxton

Chris Claxton, Director
Parks and Recreation Department

Return to Agenda

LEAWOOD NEIGHBORHOOD SERVICES

Staff Report

7.G.

Memo

To: Mayor & Members of the Council

From: Wade Thompson, Code Enforcement

CC: Scott Lambers, City Administrator

Date: 11-05-2018

Re: Opulent Massage

In accordance with Code § 5-510, we have completed all of the necessary plan reviews for the establishment of Opulent Massage, located at 13160 State Line Road. We have also completed the required applicant background investigations and found no disqualifying records that would preclude issuance of the requested Massage Establishment License.

Based upon such findings, we respectfully request your approval. This will allow Opulent Massage, to perform full body massage in accordance with the specified terms of our ordinance.

If you have any questions regarding this request, please feel free to contact me at (913) 663-9173.

Return to Agenda

LEAWOOD NEIGHBORHOOD SERVICES

Staff Report

7.H.

Memo

To: Mayor & Members of the Council

From: Wade Thompson, Code Enforcement

CC: Scott Lambers, City Administrator

Date: 11-05-2018

Re: Bodywork by Jeni

In accordance with Code § 5-510, we have completed all of the necessary plan reviews for the establishment of Bodywork by Jeni, located at 8012 State Line Road. We have also completed the required applicant background investigations and found no disqualifying records that would preclude issuance of the requested Massage Establishment License.

Based upon such findings, we respectfully request your approval. This will allow Bodywork by Jeni, to perform full body massage in accordance with the specified terms of our ordinance.

If you have any questions regarding this request, please feel free to contact me at (913) 663-9173.

Return to Agenda

Staff Review

Fact Sheet

7.I.

SUBJECT: **REQUEST TO APPROVE 4th and FINAL PAY REQUEST S & W WATERPROOFING, INC. FOR JUSTICE CENTER PARKING DECK REPAIRS**

NOVEMBER 5, 2018

DISCUSSION

The City authorized a Construction Contract on February 20, 2017, with S & W Waterproofing Inc. for improvements to seal the deck of the parking structure at the Justice Center.

In September of 2017, the project had one (1) approved Change Order for the contractor to tear out failed SIKA 1000 product and replace the Elephant Armor Overlayment System at a cost $1,869.00. Change Order No. 1 revised the original contract from $52,394.00 to $54,263.00.

The contract included:

1. the replacement of the existing sealant joints in the parking deck concrete panels
2. replacement of existing pavement sealant joints
3. replacement of existing expansion joints between the concrete parking deck and building.
4. replacement of the perimeter expansion joint.
5. repair of the concrete strip at the entrance
6. replacement of sealants at the entrance.

A Contractor's Performance Evaluation is attached. Many factors played a part in the project taking as long as it did. Early on things went well. Personnel changes with the vendor company, weather, scheduling parking placement and leaks in the structure caused delays.

The Fourth and Final Pay Request is now due for a total of $10,025.10, It is the recommendation of the Public Works Department the City Council approves the Fourth and Final pay request to S & W Waterproofing, Inc. for the amount and authorize the Mayor to sign same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Final Pay Request

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position
- ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$10,025.10

FUND SOURCES

74084

Date October 10, 2018
Project: Lasswood Parking Deck Repairs-Justice Center
Project #'s : 74094
Contractor: S & W Waterproofing, Inc.
Pay Request No. 4 Final

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS PERIOD	TOTAL QUANTITY	EXTENSION	TOTAL THIS PERIOD	TOTAL COMPLETED
1.00	Project name									
30114	Concrete Patch	0.000	0	$0.000	5987	0	5987.00	0.00	0.00	
79140	Expansion Garage Horizontal	0.000		$0.000	16405	5153.6	25231.00	0.00	3,284.00	
79100	Remove/Replace Caulk Horizontal	0.000		$0.000	20687	0	20687.00	0.00	0.00	
30140		0.000		$0.000	489		489.00		0.00	
		0.000		$0.000	0	0	0.00	0.00	0.00	
	Change Order NO. 1-tear out Silka1000 & replace with Elephant Armour								1,869.00	
Sub-total					43,568	5,153.60	52,394.00	0.00	5,153.00	0.00

Total Work Completed This Period	5,153.00
Retainage This Period (0%)	0.00

Total Work Completed to Date	53,874.00
Total Retainage	0.00
Less Previous Payments	$43,848.90
Amount due this request with retainage paid	$5,153.00
Retainage Released this pay request	[illegible]
Amount Due This Request	$10,025.10 final

Original contract Amount	552,394.00
Change Order #1	$1,869.00
Revised contract with CO #1:	$54,263.00
Complete	100%

10/10/2018
Matthew C. Dierks
Vice-President
S & W Waterproofing, Inc.
Date

10/11/18
Engineer/Consultant's name
Title President
Name of Company
Date

10-11-18
Howard Mann
Fleet & Facilities Manager
Date

David Ley, P.E.
Director of Public Works
Date

Mayor Peggy J. Dunn
Date:

CONTRACTOR PERFORMANCE EVALUATION

Project: Justice Center Parking Deck

Contractor: S & W Waterproofing

	Evaluation Date	3/6/2017	5/9/2017	7/10/2017	9/21/2017	11/29/2017	6/25/2018	10/8/2018			Average Final Score	Final Comments
A	Completion of Construction within allotted time and budget	0	0	0	0	2	2	2			2.00	At the start and throughout the first half of the project responsiveness was good. After the contractor had completed a majority of the work there was a marked drop off in communication
B	Consistency of work effort of the contractor or subs based on schedule	5	4	4	4	4	3	3			3.86	The degree of effort when on site was good.
C	Quality of work performed by contractor or subcontractor	0	4	4	4	4	4	4			4.00	Work was of a good quality
D	Damages and repairs of any damage to public or private property	0	0	0	0	0	0	0			0.00	
E	Traffic control in work zone under construction by contractor	5	5	5	5	5	5	5			5.00	Area and traffic was kept in very good control when necessary
F	Ability of contractor or subcontractor to communicate and work with residents	0	0	0	0	0	0	0			0.00	
G	Coordination with Utility Companies	0	0	0	0	0	0	0			0.00	
H	Cooperation of the contractor or subcontractor with City Staff	4	4	3	3	3	1	1			2.71	Initially the communication and updates were very good. Towards the end of the project it was difficult to reach someone with issues or concerns.
I	Maintenance of Construction Site During Construction	4	4	4	4	4	4	4			4.00	When on-site the condition of the site was maintained in a very good state
J	Responsiveness to a direct request from the Public Works Director	0	0	0	0	0	0	0			0.00	
K	Fairness and appropriate use of requests for change orders during construction	0	0	4	0	4	0	3			3.67	Change orders were reviewed and generally explained well.
L	Safety on the job-site during construction	4	3	4	4	4	4	4			3.86	On-site safety was good.
M	Final restoration and clean-up by contractor and subcontractor	0	0	5	5	4	0	0			4.67	Site was cleaned up and left in good condition
N	Responsiveness to correction of "punch list" items	0	0	0	0	3	3	2			2.67	When communication was established punch list items were handled. Responsiveness toward the end of the project was at times lacking.
O	Misc.	0	0	0	0	0	0	0			0.00	

* Each Category will be rated on a scale of 1 to 5 with 5 being the highest rating
* A score of 0 indicates not applicable for this review period
* The average score of all categories will be the final score
* Scores of 3 and above will be considered acceptable while scores less than 3 will be considered unsatisfactory

Final Project Score = 3.64

Completed by: Howard Mann, Fleet & Facilities Manager

10-26-18
Date

COMPLETING THE FORM

1 Record the number and nature of any valid complaints
2 List any instances of failure to meet the requirements of the contract performance evaluation.
3 Identify performance goals that have not been met during the reporting period.
4 Recommend actions to be taken by contractor to improve performance or correct deficiencies.
5 If evaluation shows acceptable performance, congratulate the contractor.

Return to Agenda

LEAWOOD FIRE DEPARTMENT

Memorandum

7.J.

TO: Peggy Dunn, Mayor
City of Leawood City Council
Scott Lambers, City Administrator

FROM: David Williams, Fire Chief

DATE: November 5, 2018

SUBJECT: **Replacement Mobile Data Terminals**

The Fire Department is requesting to replace 10 Mobile Data Terminals-(computers in fire department vehicles) and docking stations.

They are due to be replaced on the equipment replacement schedule in the 2018 budget. When we are dispatched they provide address information and type of call. They also provide response times to every call. We have been experiencing minor problems when they receive software updates from the county fire dispatch center.

We recommend the purchase from Turn-Key Mobile, Inc. for $ 32,050.00 we received two bids and Turn-Key Mobile was the lowest bid. The second bid from CDW Government was 36,540.00. A third vendor was contacted and did not submit a bid.

City Equipment Fund Account # 13010.22530.811000 - Please let me know if you have any questions.

Respectfully submitted,

David Williams Fire Chief

Return to Agenda

Staff Review

7.K.

Fact Sheet

SUBJECT: **REQUEST TO APPROVE CHANGE ORDER NO. 3 TO THE 2018 CMP REMOVAL PROJECT FOR STREET REPAIRS KISSICK CONSTRUCTION COMPANY November 5, 2018**

DISCUSSION

City Council approved a contract with Kissick Construction Company for the 2018 CMP Replacement Program on September 17, 2018, in the amount of $1,218,698.00. Change Order No. 1 for $40,140.00, was added for storm sewer repairs on the No. 4 tee box of Ironhorse Golf Club; Change Order No. 2 for 98,821.43, was added to perform concrete repair work to 83rd Street; revising the contract, to $1,357,659.43.

The Public Works Department is asking for a Change Order No. 3 to perform storm sewer work at 5 locations: 9800 Sagamore, 9820, Sagamore, 9208 Wenonga, 3525 W. 92nd Terrace, and 130th and Roe.

The work includes replacing CMP, replacing crushed RCP, grading and adding a drain to a curb inlet, installing an area inlet, and cleaning debris from a large RCB culvert.

The cost for Change Order No. 3 is $57,212.46 and will revise the contract to $1,414,871.89. The funds for this project are in the Stormwater Management Expenditures Budget for Miscellaneous Services.

It is the recommendation of the Public Works Department the City Council approve the Change Order No. 3 to Kissick Construction Company in the amount of $57,212.46 and authorize the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Change Order No. 3

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position
- ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$57,212.46

FUND SOURCES

Eden Contract #18-018/Project 80255
change order using funds 11110.33600.611100
(Stormwater Management General Fund Budget)

CITY OF LEAWOOD

CONTRACT CHANGE ORDER

Project Name: 2018 CMP Replacement Program
Contractor: Kissick Construction Company
Eden Contract No.: 18.018
City Project No.: N/A - Contracted Maintenance
Fund No.:
Change Order No.: 3

The following changes are hereby authorized in the subject agreement dated:

2018 Misc Stormwater Repairs.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	9800 Sagamore Rd.	LS	1	$10,385.00	10,385.00
2	9820 Sagamore Rd.	LS	1	$18,759.00	18,759.00
3	9208 Wenonga Rd.	LS	1	$2,701.00	2,701.00
4	3525 W. 92nd Ter.	LS	1	$4,850.00	4,850.00
5	130th Ter. & Roe	LS	1	$9,951.00	9,951.00
10	Force Account	LS	1	$10,000.00	10,000.00
11	Bonds	LS	1	$566.46	566.46

TOTAL: $57,212.46

Summary of Change in Contract Price due to this Change Order:

Contract price before this change order:	$1,357,659.43
Total Increase/Decrease of this change order:	$57,212.46
Contract price after this change order:	$1,414,871.89

CITY OF LEAWOOD

CONTRACT CHANGE ORDER

Summary of Change in Contract Time due to this Change Order:

Contract time before this change order:	May 24, 2019	~~calendar/working days~~
Total increase/decrease in time for this change order:	0	calendar/~~working days~~
Contract time after this change order:	May 24, 2019	~~calendar/working days~~

This document shall become an amendment to the Agreement and all provisions of the Agreement and Contract Documents shall apply hereto. It is the Contractor's responsibility to notify its surety of this change order but its failure to do so will not relieve the surety of its obligations to the City of Leawood.

Indicate below the attached items, which are to be made a part of this Change Order.

This Contract Change Order is effective after sufficient originals are signed by the Contractor, reviewed by the Project Manager (if applicable), accepted by the City Engineer, and approved by the City of Leawood Governing Body. Deliver one copy to the City Engineer, Contractor, and Project Manager, if applicable.

Submitted by the Contractor:

_____
Kissick Construction Company

Date: _____

Accepted by the City of Leawood:

_____
City Engineer

Date: 10/26/18

Reviewed by the Project Manager:

By: _____

Date: _____

Approved by the City of Leawood:

_____
Mayor Peggy J Dunn

Date: _____

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Staff Review

7.L.

Fact Sheet

SUBJECT: **REQUESTING APPROVAL OF CHANGE ORDER 1 TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH K & W UNDERGROUND FOR THE INSTALLATION OF FIBER OPTICAL CABLE**
November 5, 2018

DISCUSSION

The Public Works Department requests the approval of a Change Order 1 in the amount of $8,140.60 to K&W Underground for the increase in fiber count between 143rd St and Ironhorse Golf Club Maintenance.

K & W Underground was selected to do the work on an individual basis with all parties of the Fiber Optic Agreement (Leawood, Unified School District No. 229, Johnson County, State of Kansas and the Board of County Commissioners of Johnson County). The fiber optics will be installed in Leawood's portion by K & W Underground at a contract cost of $60,557.23. With this change order the contract amount will be $68,697.83.

This cost was budgeted for in Leawood's 2017/2018 Capital Improvement Funds.

It is a recommendation of the Public Works Department that the Council approve Change Order 1 with K & W Underground in the amount of $8,140.60 and authorize the Mayor to approve same.

Dave Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Agreement

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

$8,140.60

FUND SOURCES

76048.125.814000

CITY OF LEAWOOD

CONTRACT CHANGE ORDER

Project Name: Fiber install: 143rd to Iron Horse Golf Building
Contractor: K & W Underground, Inc.
City Project No.: 76048

Change Order No.: 1

The following changes are hereby authorized in the subject agreement dated:

Item	Description of Changes, Additions or Deletions	Units	Quantity	Unit Price	Total Price
1	Install 144 ct. Fiber from 143rd to Iron Horse Golf Building Lateral				$8,140.60
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Change Order 1 :	$8,140.60

CITY OF LEAWOOD

CONTRACT CHANGE ORDER

Summary of Change in Contract Price due to this Change Order:

Contract price before this change order:	$60,557.23
Total Increase/Decrease of this change order:	$8,140.60
Contract price after this change order:	$68,697.83

Summary of Change in Contract Time due to this Change Order:

Contract time before this change order:	NA calendar/~~working~~ days
Total increase/decrease in time for this change order:	NA calendar/~~working~~ days
Contract time after this change order:	NA calendar/~~working~~ days

This document shall become an amendment to the Agreement and all provisions of the Agreement and Contract Documents shall apply hereto. It is the Contractor's responsibility to notify its surety of this change order but its failure to do so will not relieve the surety of its obligations to the City of Leawood.

Indicate below the attached items, which are to be made a part of this Change Order.

This Contract Change Order is effective after sufficient originals are signed by the Contractor, reviewed by the Project Manager (if applicable), accepted by the City Engineer, and approved by the City of Leawood Governing Body. Deliver one copy to the City Engineer, Contractor, and Project Manager, if applicable.

Submitted by the Contractor:

By: Rex Schuh

Date: 10-25-18

Accepted by the City of Leawood:

_____
David Ley, Director of Public Works

Date: _____

Reviewed by the Project Manager:

By: Ross Kurz

Date: 10-24-18

Approved by the City of Leawood:

_____
Mayor Peggy J Dunn

Date: _____

UNDERGROUND, INC.
We "Dig" Your Business"

K&W Underground, Inc.
15608 S. Keeler Terr.
Olathe, KS 66062
Phone: (913) 782-7387
Fax: (913) 782-1907

Invoice No. 6211

SOLD TO
CITY OF LEAWOOD
MISSION RD
LEAWOOD, KS 66211

SHIP TO
Blue River WW Extension
2523 W 151st Street
Overland Park, KS na

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
CITYLEA	324547			Net 30	9/27/2018	1

K&W Job #J176064

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Furnish & install conduit & 24 fibers from 151st & Mission to Iron Horse maintenance building and from Mission Rd to Fire Station #3 per furnished spreadsheet	60,557.23	60,557.23*
	1	Furnish & Install 144ct Fiber instead of planned 72ct fiber from 143rd to Iron Horse Golf Building Lateral	8,140.60	8,140.60

* means item is non-taxable

TOTAL AMOUNT 68,697.83

Return to Agenda

Finance Department 7.M.

Memo

To: Mayor Dunn & Governing Body
Scott Lambers, City Administrator

From: Dawn Long, Finance Director

Date: November 5, 2018

Re: 2018 Budget Amendment – Public Hearing

As authorized by K.S.A. 79-2929a, municipalities are required to amend the current year budget to authorize expenditures which were not included in the original budget or to account for other changes. A public hearing is required and notice of the hearing must be published at least 10 days prior to the hearing date. The public hearing is proposed for December 3rd along with the adoption of the resolution to amend the 2018 Budget. The attached resolution calls for the public hearing. The amendment involves five funds: the General Fund; the Special Parks & Recreation Fund; the Transient Guest Tax fund; the 1/8-Cent Sales Tax fund; and the 135th Street Corridor Impact Fee Fund.

- The *General Fund* requires an amendment to recognize the $7,000,000 transfer to the Economic Development Fund for future economic development activities. This transfer was not included in the 2018 original budget. The 2018 fund total will not increase, but the reserves and non-appropriated category will be reduced and the transfers category will increase, both by the $7,000,000.

- The *Special Parks and Recreation fund* was established to account for one-third of the alcohol tax funds that are remitted to the City quarterly. These are to be used for the purchase, establishment, maintenance or expansion of services, programs and facilities, all park related. This amendment will allow the 2018 original budget of $663,700 to increase to $770,000. These funds will provide for several park improvements as identified in the Citywide Park Improvements, Year 3 project (#71025). Not all of the 2017 budget for Citywide Park Improvements in the Special Parks/Recreation fund budget was used, and therefore was carried forward to 2018.

- The *Transient Guest Tax fund* collects the monies levied by the City and paid by transient guests for lodging or sleeping accommodations in any hotel or motel. The collections for the past few years have been accumulating, as a specific use had not been identified. As a result, the 2018 beginning balance was $1,307,439. The 2018 revised budget reflects a transfer of this balance along with the current year collections to the Economic Development Fund to be used for future economic development activities. It is projected that this combined total will be $1,910,300 by year-end 2018. To allow for the transfer of this balance, the 2018 Original Budget of $602,800 needs to be amended to $1,910,300.

- The *1/8 Cent Sales Tax fund* was established to fund an accelerated residential and thoroughfare street improvement program, and to fund storm water improvement projects which are not otherwise eligible for funding from other governmental sources. The 2018 original budget of $1,383,200 will increase to $2,938,100 to provide funds for two projects, not originally planned: the 12600 Roe RCB Improvements ($50,000) and the design/engineering of the North of I-435, Mission Farms to Lee SMAC project ($58,400). In addition, the Patrician Woods Stormwater project was not complete in 2017 and the budget was rolled forward to 2018. The City will be responsible for 25%, or $410,025, of this project cost with the County assuming the remaining 75%.

- The *135th Street Impact Fee fund* is a capital fund established to account for impact fees on new development in the 135th street corridor for the purpose of assuring that 135th street transportation improvements are available and provide adequate transportation system capacity to support new development while maintaining levels of transportation service on 135th street deemed adequate by the City. At the time the 2018 Original budget was developed, there was no specific usage identified for these funds. However, during the development of 2019 Original and the 2018 Estimated budgets, it was decided that the current balance of $73,600 could be used for the installation of LED street lights along the 135th street corridor.

Please contact me if you have any questions or need further information.

RESOLUTION NO. _____ DRAFT

RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HEARD ON MONDAY, DECEMBER 3, 2018, AT 7:30 P.M., OR AS SOON THEREAFTER AS MAY BE HEARD, REGARDING AMENDMENTS TO THE 2018 FISCAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS

WHEREAS, the City of Leawood, Kansas desires to conduct a Public Hearing to consider amendments to the 2018 Fiscal Budget for the City of Leawood, Kansas; and

WHEREAS, the City directs a public hearing to be held on Monday, December 3, 2018, at 7:30 P.M., or as soon thereafter as may be heard, and publish notice of same in the official city newspaper.

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

SECTION ONE: That a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood, Kansas, on Monday, December 3, 2018, at 7:30 P.M., or as soon thereafter as may be heard, at the Leawood City Hall, 4800 Town Center Drive, Leawood, Johnson County, Kansas, for the purpose of considering amendments to the 2018 Fiscal Budget.

SECTION TWO: That the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City newspaper, in accordance with K.S.A. § 75-2929, et seq., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

K:\Clerks\Resolutions\3budgetamend2018.docx

EXHIBIT "A"

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO CONSIDER THE AMENDMENTS TO THE 2018 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN, THAT THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, SHALL MEET FOR THE PURPOSE OF HOLDING A PUBLC HEARING IN THE CITY COUNCIL CHAMBERS AT LEAWOOD CITY HALL, 4800 TOWN CENTER DRIVE, LEAWOOD, KANSAS AT 7:30 P.M., OR AS SOON THEREAFTER AS MAY BE HEARD, ON MONDAY, DECEMBER 3, 2018 TO CONSIDER THE AMENDMENTS TO THE 2018 FISCAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS.

THE HEARING MAY BE ADJOURNED FROM TIME TO TIME, AS DEEMED NECESSARY BY THE GOVERNING BODY. ALL PERSONS DESIRING TO BE HEARD WITH REFERENCE TO THE AMENDMENTS TO THE 2018 FISCAL BUDGET WILL BE HEARD AT SAID TIME.

DEBRA HARPER, CMC
CITY CLERK

Notice of Budget Hearing for Amending the
2018 Budget

The governing body of
City of Leawood, Kansas
will meet on the day of December 3, 2018 at 7:30 PM at Leawood City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Finance Department at City Hall and will be available at this hearing.

Summary of Amendments

Fund	2018 Adopted Budget			2018 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General Fund	15.056	13,885,458	52,196,400	53,711,600
Special Parks & Recreation			663,700	770,000
Transient Guest Tax			602,800	1,910,300
1/8-Cent Sales Tax			1,383,200	2,938,100
135th Street Corridor Impact			61,300	73,600

City of Leawood, KS
Official Title:

Return to Agenda

7.N.

Fire Department
Staff Review Fact Sheet

November 5, 2018

SUBJECT: **Eastern Kansas Multi-County Taskforce**

DISCUSSION

The (Eastern Kansas Multi-County Taskforce) EKMCTF is a group of fire investigators from departments on the Kansas side of the KC Metro area. Their purpose is to aid the participating departments when they have a large or complex fire investigation which overwhelms the resources of the local fire department. The members assist in excavating the scene in search of evidence and in interviewing witnesses. The home agency always retains control of the investigation unless it chooses to assign that to another department, typically for reasons of conflict of interest.

This an updated agreement Leawood first signed in 1998. Several local departments have already approved the agreement such as, Overland Park, Olathe, Shawnee, Kansas City Kansas, Lenexa, City of Leavenworth, and Miami County Fire Department.

David Williams, Fire Chief

SPONSOR

Fire Department

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COUNCIL ACTION TO BE TAKEN

Approve Eastern Kansas Multi-County Taskforce Agreement

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

n/a

FUND SOURCES

n/a

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RECIPROCAL INVESTIGATION INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE EASTERN KANSAS MULTI-COUNTY TASK FORCE TO ASSIST RESPECTIVE PERSONNEL IN FIRE AND EXPLOSION INVESTIGATIONS

WHEREAS, the City seeks to participate in reciprocal assistance in investigating fire and explosion incidents;

WHEREAS, the Eastern Kansas Multi-County Task Force coordinates such assistance; and

WHEREAS, the parties desire to enter into a Reciprocal Investigation Interlocal Agreement to provide personnel with assistance in such investigations.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Reciprocal Investigation Interlocal Agreement between the City of Leawood, Kansas and the Eastern Kansas Multi-County Task Force, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

_____
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

EASTERN KANSAS MULTI-COUNTY
TASK FORCE

RECIPROCAL INVESTIGATION INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20_____, between the Eastern Kansas Multi-County Task Force and City of Leawood, a public entity which is located within one of the counties of Johnson, Miami, Leavenworth, or Wyandotte in the State of Kansas. After have been duly considered and approved by the Attorney of the State of Kansas;

WITNESSETH:

Whereas: it is considered to be advantageous to all parties to assist each other in investigations of fires and explosions where investigation personnel of only one of the parties would be inadequate to thoroughly and promptly investigate a fire or explosion; and

WHEREAS, this agreement is entered into pursuant to the authority of K.S.A. 12-2904, and amendments thereto;

NOW THEREFORE, in consideration of the mutual agreement herein, these parties mutually agreed as follows;

1. The Eastern Kansas Multi-County Task Force is an organization whose purpose is to provide an investigation group of personnel to an agency or district within the Eastern Kansas Multi-County Task Force group when needed.
2. Each party shall furnish to the other available investigation equipment and personnel and assist in investigating fires and explosions, where such fires and explosions are beyond the investigative capacities of their respective fire departments, police departments, or fire districts as determined by fire chiefs, and/or police chiefs responsible for the investigation of the incidents, subject to the following terms and conditions:
   a. No party shall be obligated hereby to furnish equipment or personnel under such circumstances as would materially weaken the fire protection to its primary area. This determination is within the discretion of its fire chief.
   b. No party shall be obligated hereby to furnish equipment or personnel under such circumstances as would weaken the police protection to its primary area. This determination is within the discretion of the police chief.
   c. Each party waives all claims against the other for any loss, damage, personnel injured or death occurring in consequence of the performance of such agreement.
   d. No liability shall attach to any party or account for the performance hereby or act performed or omitted hereunder.
   e. Neither the parties nor their employees shall be liable in damages to any person by reason of any act or omission arising out of this agreement.
   f. The parties agree to allow the By-Laws of the Eastern Kansas Multi-County Task Force to be the rules of the organization and the Board of Directors of the organization shall determine when the Task Force should operate, and how the Task Force operates.
3. In the event the Task Force should disband, any personal or real estate properties that have been purchased, collected, donated or otherwise obtained shall be disposed of in one of the following manners:

a. The property shall be returned to the parties or agency who donated the property.
b. The property shall be sold by sealed bid or auction and the proceeds returned to the parties or agencies who provided them.
c. If the property cannot be returned to the agency or parties who donated them then the property shall be sold and converted to cash and placed in the Task Force Funds.
d. All cash remaining in the Task Force Funds shall be equally distributed to the participating members' governmental agencies.
e. A majority vote of the Task Force Board of Directors shall determine which of the previous options shall be used.

4. This agreement shall continue perpetually from the _____ day of _____, 20___; provided, however, this agreement may be terminated by any party on a thirty (30) day written notice to the Board of Directors.
5. No compensation, money or otherwise, will be payable to any party for their performance in furnishing personnel and/or equipment as required by this agreement.

IN WITNESS WHEREOF, the parties entering into this agreement within the jurisdictions and counties of Johnson, Miami, Leavenworth, and Wyandotte Counties in the State of Kansas and upon approval of such agreement by the Attorney General in accordance with K.S.A. 12-2904(g), along with the filing of this agreement with the Secretary of State Kansas and the Register of Deeds office where those counties are in. This agreement shall be in full force and effect, the parties have here into set their hands this _____ day of _____, 20_____.

By_____ _____

Signed Mayor

Corey Sanders President – EKMCTF

Corey Sanders

The foregoing instrument was acknowledged before me this 15 day of Oct, 20 18, by Mary C Crissman.

Mary C Crissman

Notary Signature

My commission expires: 10/21/21

NOTARY PUBLIC STATE OF KANSAS MARY C.CRISSMAN My Appt. Exp. 10/21/21

COUNTY OF JOHNSON)
) ss.
STATE OF KANSAS)

BE IT REMEMBERED, that on this _____ day of _____, 2018 before me the undersigned, a Notary Public in and for the County and State aforesaid, came **MAYOR PEGGY DUNN**, who is known to me to be the same person who executed the above and foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

_____
Notary Public

My Appointment Expires: _____

Return to Agenda

Staff Review

7.0.

Fact Sheet

SUBJECT: **RESOLUTION APPROVING AND AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR DESIGN OF 2019 LEE BOULEVARD IMPROVEMENT PROJECT**
November 5, 2018

DISCUSSION

On September 17, 2018, the Public Works Committee recommended and Council approved the recommendation of the PW Committee in the selection of Brungardt, Honomichl & Company, P.A. (BHC Rhodes) for design of the 2019 Lee Boulevard Improvement Project.

Staff is requesting the approval of the attached Engineering Services Agreement for the design of the 2019 Lee Boulevard Improvement Project at a design price of $225,155.00.

The Project consists of installing storm sewers in areas where the grade of the roadside ditches are steep, adding bike lanes, mill and overlay and striping.

The Public Works Department requests Council approve the contract with BHC Rhodes for a total of $225,155.00 and authorize the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Contract

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position
- ☐ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$225,155.00

FUND SOURCES

Project #72066

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AGREEMENT IN THE AMOUNT OF $225,155.00, BETWEEN THE CITY AND BRUNGARDT, HONOMICHL & COMPANY, P.A. [BHC RHODES], PERTAINING TO THE LEE BOULEVARD IMPROVEMENT PROJECT FROM 95TH STREET TO 103RD STREET [PROJECT # 72066]

WHEREAS, the City is in need of engineering services pertaining to the Lee Boulevard Improvement Project from 95th Street to 103rd Street;

WHEREAS, BHC Rhodes provides such services; and

WHEREAS, the parties desire to execute a Professional Engineering Agreement to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Professional Engineering Agreement, in the amount of $225,155.00, between the City and BHC Rhodes, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

CITY OF LEAWOOD, KANSAS

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Leawood, Kansas, hereinafter "City," and **Brungardt, Honomichl & Company, PA (BHC RHODES)**, hereinafter "Consulting Engineer". City intends to construct an improvement project (hereinafter called the Project) in Leawood, Kansas, described as follows:

2019 Lee Boulevard Design Project

DESCRIPTION AND LOCATION OF PROJECT:

The project will widen Lee Boulevard to add bike lanes, install curb, add storm sewer structures, and other improvements between 95th Street and 103rd Street.

City hereby contracts with Consulting Engineer for the furnishing of professional engineering services in connection with the Project, for the furnishing of such engineering services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer represents to City that Consulting Engineer is professionally qualified to do this Project and is licensed to practice engineering by all public entities having jurisdiction over Consulting Engineer and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Leawood, Kansas.

"Construction Cost" means and includes the total cost of the entire construction of the Project, including all overhead and profit, supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer fee, special consultant's fee, or other payments to the Consulting Engineer and shall not include cost of land or rights-of-way and easement acquisition or financing costs.

"Consulting Engineer" means the individual or corporation identified on Page 1 to perform consulting engineering services, preparation of plans, specifications and contract documents. Consulting Engineer shall retain as necessary the services of engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents so identified in the Agreement for Construction of the Project, including all Engineering Documents. All terms defined in the General Conditions of the Agreement for Construction of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of

this Agreement.

"Contract Time" means the completion of contract documents suitable for competitive construction bidding shall be as shown in Section II-1.

"Engineering Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports.

"Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, construction administration, if applicable, and all other acts, duties, and services required of Consulting Engineer under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Percent of Services Completed" means work completed in accordance with the completion of the scope of work as defined in Schedule A (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

"Program" means space needs study or other concept criteria to determine the total design scope of the Project.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project. The City's Project Manager is **Brian Scovill**.

"Reimbursable Expenses" means expense of transportation beyond fifty (50) miles of location of Project, reproductions not including printing prior to final publication of documents, postage, handling of engineering and contract documents, renderings, models and make ups and

other costs as authorized by City.

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Scope of Engineering Services" That work as defined and identified with a time schedule in Schedule "A" (SCOPE OF SERVICES) attached hereto and incorporated herein.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment and appropriate professional interpretations and reports and logs of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer:
   - a fixed amount of $203,765.00; and
   - up to $20,040 if necessary for design of traffic signal improvements; and
   - up to $1,350 in reimbursable expenses.

The total amount of the City's payment shall not exceed **$225,155.00**. The total fee is based on the performance of the scope of services specified in this Agreement, with submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals on or before **April 15th, 2019** . Payment to Engineer shall be made monthly based upon the Percent of Services Completed.

2. Additional Services: Consulting Engineer shall provide, with City's concurrence, services in addition to those listed in Section III when such services are authorized in writing by City. Prior to commencing any additional services, Consulting Engineer must submit a proposal outlining the additional services to be provided and the fixed lump sum fee therefore. City shall pay Consulting Engineer for such services in accordance with the fees based on Schedule "B", (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City, providing services necessitated in the event the Engineering Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost but not to exceed the stated allowance amount. Records of Reimbursable Expenses and expenses pertaining to additional services shall accompany request for payment. The Allowance Amount may be increased by written agreement to cover Reimbursable Expenses associated with Additional Services.

3. Special Services: Consulting Engineer may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this

Project. Consulting Engineer shall not be compensated by City if its appearance is to defend its own professional Engineering Services. Consulting Engineer shall not be compensated by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-ways for the Project. If Consulting Engineer is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein.

4. Billing: Consulting Engineer shall bill City monthly for all services performed to date and based on Percent of Services Completed as shown on project progress report submitted to City with such billing. City agrees to pay Consulting Engineer within thirty (30) days of approval by the Governing Body.

5. City's Right to Withhold Payment: In the event City becomes informed that any representations of Consulting Engineer provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer immediately. Consulting Engineer will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures in Section II-4.

6. Progress Reports: A progress report must be submitted with each monthly pay request

indicating the Percent of Services Completed to date. This report will serve as support for payment to Consulting Engineer and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.

7. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer, the Consulting Engineer shall be compensated for time and expense based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in Total Fee or Contract Time must be approved through a written Supplemental Agreement. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly.This Agreement may be amended to provide for additions, deletions and revisions in the Engineering Services or to modify the terms and conditions thereof by written Supplemental Agreement.

The Total Fee and Contract Time may only be changed by a written Supplemental Agreement approved by City, unless it is the result of an emergency situation in which

case the Project Manager may give written approval to be followed by a written and approved change in Scope of Services. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including but not limited to, Total Fee or Contract Time, is a requirement of any insurance policy held by Consulting Engineer as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER

Consulting Engineer shall furnish and perform expeditiously the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project which services shall include:

A. PRELIMINARY DESIGN PHASE

1. Services: The services to be provided during this phase and time of performance are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

2. Preliminary Design Documents: Consulting Engineer shall furnish the City **FOUR (4)** copies of the above preliminary design documents, unless otherwise noted in Exhibit "A." (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

3. Preliminary Cost Estimate: Consulting Engineer shall furnish City a preliminary estimate of Construction Cost based on the preliminary design. Consulting Engineer's preliminary estimate of Construction Cost is to be made on the basis of Consulting

Engineer's experience and qualifications and represent Consulting Engineer best judgment as an experienced and qualified design professional, familiar with the current construction industry's pricing structure. Consulting Engineer cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Consulting Engineer.

4. Budget: Consulting Engineer shall promptly advise City if, in its opinion, the amount budgeted for design and construction is not sufficient to adequately design and construct the improvement as requested.

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase and time of performance are set out in Schedule "A"(SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

2. Final Design Documents: Consulting Engineer shall furnish City **FOUR (4)** copies unless otherwise noted in Exhibit "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein of the final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project. Such permits include permits for storm water runoff, building permits, demolition permits and similar permits.

C. CONTRACT DOCUMENTS PHASE

1. Contract Documents: Consulting Engineer shall prepare for City final design plans,

construction contract documents, supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents, unless such documents are provided by City. The City Attorney will review all such contract forms and conditions and provide Consulting Engineer with comment prior to release for bidding.

2. Final Cost Estimate: Consulting Engineer shall furnish City an estimate of Construction Cost based on final contract documents. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. Consulting Engineer cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Consulting Engineer.

3. Budget: Consulting Engineer shall advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, design, construction, right-of-way and easement acquisition, inspection and testing.

D. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

2. Bids Exceeding Cost Estimate: If all bids exceed Engineer's Estimate, Consulting Engineer, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Engineer's Estimate. The City may: (1) give written approval of an increase in

the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the "Engineer's Estimate".

E. CONSTRUCTION PHASE

1. In-house Administration and Inspection: It is understood that City will provide in-house administration and inspection of the construction project; however, Consulting Engineer shall consult with and advise City, when requested. In event that inspection services are made part of services set out in Schedule "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein, a delay in construction shall not be grounds for an additional payment.

2. Services: The services provided during this phase are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

3. Supplemental Drawings: If during construction, situations arise which require supplemental drawings or details, Consulting Engineer agrees to timely provide such supplemental drawings or details at no cost to City when the supplemental drawings or details, are required to correct Consulting Engineer's negligent errors or omissions or clarify Consulting Engineer's intent in the original design and preparation of Contract Documents.

4. Notice of Defects: If, based on Consulting Engineer's involvement during the construction phase, Consulting Engineer observes or otherwise becomes aware of any design or construction defect in the work, it shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by construction contractor and programs in connection with the construction work, since these are solely the Contractor's responsibility under the contract for construction. Consulting Engineer shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.

5. Shop Drawings: Consulting Engineer shall review and take appropriate action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each Contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto.

6. As Built Plans: The Consulting Engineer shall prepare final revised Contract Documents which reflect change orders, minor design changes including changes made in the field

and which are marked on the construction contractors plan set. The Contractor will provide the City a marked up set of record drawings. Because some of the data contained on the "As Built Plans" may be based on unverified information provided by others, the Consulting Engineer does not warrant the accuracy of information provided by others.

F. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, Consulting Engineer agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of the Agreement.

2. Personnel: Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that **Randy Gorton** will perform as the principal on this Project . This person shall be the primary contact, along with **David Smalling**, with the City's Project Manager and shall have authority to bind Consulting Engineer. So long as the individual named above remains actively employed or retained by Consulting Engineer, he/she shall perform the function of principal on this Project. Personnel changes shall be approved by the City.

3. Subsurface Borings & Material Testing: If tests, additional to those provided for in Schedule "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and

incorporated herein are required for design, Consulting Engineer shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by Consulting Engineer or its subcontractors and compensated as an Additional Service. The City shall be named as an intended third-party beneficiary to the Consulting Engineer's subcontracts with the geotechnical engineer, the land surveyor and the testing laboratory. If so named, then the City agrees to pursue its claims directly against those subconsultants, and not against the Consulting Engineer, for damages caused solely by the negligence of those subconsultants.

4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer which is not defined within the scope of Engineering Services of Consulting Engineer. The payment for such additional services shall be subject to negotiation between City and the third party and shall be approved prior to the execution of any additional services. Although Consulting Engineer may assist City in procuring such services of third parties, Consulting Engineer shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Service: Consulting Engineer shall not subcontract or assign any of the

Engineering Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D.(6) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of $2,000,000 and provide the City with certification thereof unless waived by the City.

6. Endorsement: Consulting Engineer shall sign and affix licensing seal to all final plans, specifications, estimates and engineering data prepared by Consulting Engineer and shall cause all subconsultants to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by the Consulting Engineer and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: Consulting Engineer shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final

payment and shall notify the City prior to their disposal.

SECTION IV - CITY OF LEAWOOD'S RESPONSIBILITIES

1. Communication: City shall provide to Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice to Consulting Engineer, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering Services.

2. Access: City will provide access for Consulting Engineer to enter public and private property necessary to the completion of the project.

3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein, as City's responsibility.

4. Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.

5. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer, with authority to transmit instructions and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement either for cause or for its convenience and without cause or default on the part of Consulting Engineer, by providing ten (10) days' written notice of such termination to Consulting Engineer. Upon receipt of such notice from City, Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with City and, subject to City's approval, determine what Engineering Services shall be required of Consulting Engineer in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer shall also provide to City copies of all "Engineering Documents" completed or partially completed at the date of termination.

   If City defaults on its obligation under this Agreement, Consulting Engineer is entitled to terminate this Agreement by providing ten (10) days written notice.

2. Termination for Cause: If this Agreement is terminated for cause, after notice to Consulting Engineer and a period of ten (10) days for the Consulting Engineer to remedy the cause for termination, City may take over Consulting Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion. When Consulting Engineer services have been so terminated, such

termination shall not affect any rights or remedies of the City against Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer shall not release Consulting Engineer from liability.

3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided; City shall compensate Consulting Engineer for all Engineering Services completed to date of its receipt of the termination notice pursuant to Section II-4 and any additional Engineering Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer, City shall compensate Consulting Engineer for the reasonable cost of Engineering Services completed to date of its receipt of the termination notice pursuant to Section II-4. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: Neither Consulting Engineer nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer having been deprived of the opportunity to complete such documents and certifies them as ready for construction.

B. DISPUTE RESOLUTION

City and Consulting Engineer agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer shall proceed with the Engineering Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consulting Engineer's completed services unless Consulting Engineer gives notice of termination as provided in paragraph A.1. above; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All Engineering Documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is constructed or not. However, the Consulting Engineer will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer's copyrighted instruments, and at the option of Consulting Engineer may so identify them by appropriate markings. Provided that Consulting Engineer is paid for its services, either by termination or completion of services, then City may subsequently use these documents without any additional compensation or agreement of Consulting Engineer, however, such use, without written verification or adaptation by Consulting Engineer for the specific purpose, intended by City shall

be at City's sole risk and without liability or legal exposure to Consulting Engineer whatsoever. If City does reuse the Consulting Engineer's documents on another project, it shall retain Consulting Engineer or another licensed and insured professional engineer to review, adapt and seal such documents. City does not take any responsibility for the use of documents by others. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consulting Engineer's right to the documents.

D. INSURANCE

The Consulting Engineer shall maintain throughout the term of this Agreement, insurance in, at a minimum, the amounts specified below. All commercial general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by City. With the exception of professional liability, the Consulting Engineer shall name the City as an additional insured in the amount of $500,000 for all claims determined to be subject to the Kansas Tort Claims Act. With the exception of professional liability, the Consulting Engineer shall name the City as an additional insured for all other claims as set forth below:

1. Professional Liability: Consulting Engineer shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance for the services rendered under the terms of this Agreement, in an amount not less than One Million Dollars ($1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. Commercial General Liability:

Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000

3. Automobile Liability Insurance: Policy shall protect the Consulting Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto
OR
B) All Owned Autos;
Hired Autos; and
Non-Owned Autos

Limits

Each Accident, Combined Single Limits, Bodily Injury and Property Damage: $1,000,000

Policy shall insure the contractual liability assumed by Consulting Engineer under this Agreement.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws. The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident $500,000 each accident

Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

5. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that the carrier:

   A) Is authorized to do business in the State of Kansas;

   B) Carries a Best's Policyholder rating of A-:VII or better or is otherwise approved by the City.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate form provided by the Consulting Engineer's insurance carrier. This insurance shall be required only on City-funded projects where the state or federal government does not establish separate guidelines.

6. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Consulting Engineer shall either:

   a) Cover all subcontractors under its insurance policies;

   or

   b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

7. Notice of reduction of policy limits as a result of claim(s)-

Prior to the signing of this contract the Consulting Engineer Contractor shall advise the City in writing of any outstanding claim(s) which have or might substantially ($10,000 or

more) reduce the aggregate limit of the Liability policies pertinent to the Contract.

The Consulting Engineer shall promptly notify the City, upon receipt of notice of any claim in connection with the Contract, or any other contract in which the Consulting Engineer may be involved providing full details of the claim, including an estimate of the loss or liability.

The Consulting Engineer shall promptly notify the City of any reduction in limits (exceeding $10,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Contract.

E. INDEMNITY

1. Indemnification for General Liability/Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subconsultants, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person, firm

or corporation including loss of use resulting therefrom; or

b. Not the result of professional negligence; or

c. In addition, the Consulting Engineer's obligations hereunder shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of its agencies, officials, officers, or employees in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Agreement, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subconsultants, or others for whom the Consulting Engineer is legally liable, in the performance of professional services under this Agreement. The Consulting Engineer is not obligated under this subparagraph to indemnify the

City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

3. Additional provision regarding the indemnification provided under paragraph E.1. and E.2. of this agreement. It is agreed as a specific element of consideration of this Agreement that the indemnification provided by sections E.1. and E.2. of this Agreement shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consulting Engineer's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consulting Engineer is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The Consulting Engineer shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The City shall provide Consulting Engineer with its rules and regulations.
2. The Consulting Engineer shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.
4. If the Consulting Engineer fails to comply with the manner in which the Consulting Engineer reports to the City in accordance with the provisions of K.S.A. 44-1031, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City.
5. If the Consulting Engineer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the City which has become final, the

Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the City.

6. The Consulting Engineer shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Consulting Engineer without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. INDEPENDENT CONTRACTOR

The Consulting Engineer is an independent contractor and as such is not an agent or employee of the City.

L. WORK PRODUCT FORMAT

1. For documentation purposes, an original electronic media compatible with the City's own (CAD) System on specified disk type and paper hard copies of (24" X 36" and/or 11" X 17") shall be prepared for the City's use. The number of hard copies and sizes will be determined in Schedule A (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein. If the City provides such electronic media to others for any purpose, City shall require the electronic media to be returned to City upon completion of such use. City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure by Consulting Engineer.

2. Project Documentation: All documentation provided the City other than project drawings shall be furnished on a microcomputer diskette, 3.5 inch, 1.44mb, in either Micro Soft Word file format or ASCII file format.

3. "Record" Drawings: Following construction, City and construction contractor will provide copies of changes and alterations made in the field during construction to Consulting Engineer to provide As-Built drawings, unless Consulting Engineer has

provided a diskette to City on which City can make changes. Consulting Engineer has the right to rely on the information provided by the City and construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES

(Only applies to projects receiving federal funds via the City)

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the Project Manager and should be returned to City with other final contract documents. It is the responsibility of Consulting Engineer to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

N. COVENANT AGAINST CONTINGENT FEES

Consulting Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or

any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Consulting Engineer shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Engineering Services or the Project at the time services are rendered. Consulting Engineer shall secure all occupational and professional licenses necessary to implement the Project and permits from public and private sources necessary for the fulfillment of its obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

R. EVALUATION

It is understood and agreed that the Consulting Engineer services shall be evaluated in accordance with Resolution 1391 of the City of Leawood, Kansas, dated March 23, 1998.

S. TERM OF AGREEMENT

This Agreement shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

T. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of _____ 20 ____.

CITY OF LEAWOOD, KANSAS

By: _____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Standard Form as approved:
Revised 08/2017

BRUNGARDT HONOMICHL & CO., P.A.

By: _____ Kevin Honomichl
Authorized Signatory

President
Title

7101 College Blvd, Suite 400
Address

Overland Park, KS 66210
City, State, Zip Code

(913) 663-1900
Telephone Number

(913) 663-1633
Facsimile Number

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2018

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

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

PRODUCER
Commercial & Personal Insurance Agency
11503 West 75th Street
Suite 201
Shawnee KS 66214

OCC LIC. # 009923

CONTACT NAME: Linda Reilly
PHONE (A/C, No, Ext): (913) 906-9511 FAX (A/C, No): (913) 906-9610
E-MAIL ADDRESS: lreilly@cnpins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Phoenix Insurance Company	25623
INSURER B:	Travelers Indemnity Co Of America	25666
INSURER C:	Travelers Indemnity Co of America	25666
INSURER D:	Travelers Indemnity Company of America	31194
INSURER E:		
INSURER F:		

INSURED
Brungardt Honomichl & Company P.A.
7101 College Blvd
Ste 400
Overland Park KS 66210

COVERAGES CERTIFICATE NUMBER: CL1862502383 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6802[illegible]7580	07/01/2018	07/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							ADINN	$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA3D509732	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $ 10,000	Y	Y	CUP7E895871	07/01/2018	07/01/2019	EACH OCCURRENCE	$
							AGGREGATE	$ 10,000,000
								$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB4104T905	07/01/2018	07/01/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Cyber Liability			105960079	07/01/2018	07/01/2019	$1,000,000 Limit	

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

Certificate Holder is an Additional Insured as respects General Liability (Form CGD3810915); Auto Liability (Form CAT4370808) and Umbrella Liability (follows GL and Auto forms) and such coverages are primary and non-contributory to the additional insured's coverage and waiver of subrogation applies for the GL and Auto Umbrella per the above listed form nos and form no. WC 000313 with regards to Workers Compensation. 30 Days notice of cancellation except 10 days for non payment.

RECEIVED
OCT 5 2018
PUBLIC WORKS

CERTIFICATE HOLDER

City of Leawood
Town center Drive
Leawood KS

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2018

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

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

PRODUCER 1-866-574-6282
Holmes Murphy & Associates, LLC

1828 Walnut Sreet
Suite 700
Kansas City, MO 64108

OCC LIC. # 009923

CONTACT NAME: Monica Wilks
PHONE (A/C, No, Ext): 816 857-7820 FAX (A/C, No): 866 501-3940
E-MAIL ADDRESS: mwilks@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL SPECIALTY INS CO	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brungardt Honomichl & Company, P.A.

7101 College Blvd., Suite 400

Overland Park, KS 66210

COVERAGES

CERTIFICATE NUMBER: 53413109

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			RECEIVED OCT 5 2018 PUBLIC WORKS			EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9929013	08/01/18	08/01/19	Each Claim	5,000,000
							Annl Aggr	5,000,000

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

CERTIFICATE HOLDER

City of Leawood

David Ley, PE
4800 Town Center Drive

Shawnee Mission, KS 66211-0000
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph A. Wawro

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SCHEDULE A
Scope of Engineering Services
Lee Boulevard (95th Street to 103rd Street)
Leawood, KS
Prepared By: BHC RHODES (October 2018)

Task No.	Task (Dates: Start to Finish)	Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Randy Gorton $170	Project Manager David Smalling $165	Sr. Traffic Eng. David Smalling $155	Project Eng. Katie Bushong $137	Design Eng. Chris Ikenberry $111	Sr. Eng. Tech. Craig Drummond $111	Surveying: Proj. Surveyor $125	Crew Chief $97	Crew Member $76	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
1.	**Data Collection** (Dates: 10/16/18 to 11/2/18)													
A.	Attend a pre-design meeting to establish the City's design criteria for the project. An agenda and meeting minutes will be prepared.		3		3						6	$906		$906
B.	Develop design criteria for the project and prepare a design memorandum that is to be submitted to the City.				4	4					8	$992		$992
C.	Contact utility companies to notify them of the project's limits, scope of work, and schedule, verify the project's contact, and solicit for mapping or any planned upgrades.				2	4					6	$718		$718
	Task 1 Subtotal		3		9	8					20	$2,616	$0	$2,616
2.	**Surveys and Basemapping** (Dates: 10/16/18 to 11/21/18)													
A.	Perform field surveys to obtain sufficient detail for the project design. For all work within the right-of-way, the surveyor shall install and maintain traffic control in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) prior to and during the work. The surveyor shall also notify all property owners along the project of the topographic survey prior to any work being done. Plats shall be used to determine property lines. Find as many property corners as possible, but finding all of them is not necessary.		1					40	200	200	441	$39,765		$39,765
B.	Compile and process survey data to create basemapping and produce Digital Terrain Model (DTM). Include existing property lines and easements using legal descriptions, tract plots and Title Reports. Field check project base maps for existing features.		1				4	40		200	245	$20,809		$20,809
	Task 2 Subtotal		2				4	80	200	400	686	$60,574	$0	$60,574

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3.	**Field Check Plans** (Dates: 11/26/18 to 2/1/19)													
A.	Prepare the following field check plan sheets.													
	Title Sheet.				2		2				4	$496		$496
	General Notes and Legend.				2		4				6	$718		$718
	Quantities.	1	2		4	2	8				17	$2,158		$2,158
	General Layout and Survey Data Sheet.				1		8				9	$1,025		$1,025
	Typical Sections. Includes develop typical sections for the proposed alternatives.		2		2	4	8				16	$1,936		$1,936
	Plan & Profiles.		4		32	16	60				112	$13,480		$13,480
	Intersection Details.		2		4	8	40				54	$6,206		$6,206
	Roadway Details.				1	2	4				7	$803		$803
	Storm Sewer Profiles & Details. Improvements are limited to 97th Street to 98th Street.				4	4	8				16	$1,880		$1,880
	Guardrail Plan & Details.		2		2	4	10				18	$2,158		$2,158
	Erosion Control Plan & Details.				1	4	4				9	$1,025		$1,025
	Street Lighting Plan & Details.		1		2	2	12				17	$1,993		$1,993
	Pavement Marking and Signing Plan & Details.			8			8				16	$2,128		$2,128
	Construction Phasing Plan.			4			4				8	$1,064		$1,064
	Traffic Control Details.			2			4				6	$754		$754
	Drainage Area Map and Calculations. Analysis is limited to areas draining to 97th Street to 98th Street Improvements.				4	4	4				12	$1,436		$1,436
	Cross Sections will provided every 50 feet on the side of the improvements and at driveway locations.	1	2		16	8	40				67	$8,020		$8,020
B.	Submit two (2) sets of field check plans to the City for review and comment. In addition, submit a copy of the field check plans to the City in electronic format.		1		2	2	4				9	$1,105	$300	$1,405
C.	Prepare a cost estimate.	1	2		4	4	2				13	$1,714		$1,714
D.	Meet with City staff and perform a field check of the site to compare the plans with the actual field conditions.		2		2	4					8	$1,048		$1,048
E.	Revise the field check plans as per City plan review comments and field check comments.		2		6	6	12				26	$3,150		$3,150
F.	Submit a field check plan set to each utility company along with a list identifying potential conflicts. Also included in the submittal to the utility companies will be a notification indicating a tentative project letting date which has been established by the Project Manager.					4	2				6	$666		$666
G.	Field Check Plans status meeting with the City. The consultant shall prepare an agenda and submit meeting minutes to the City.		2		4		2				8	$1,100		$1,100
H.	Notice of Intent (NOI) permit and documentation. The NOI consists of a Kansas Historical Society (KHS) and a Kansas Department of Wildlife, Parks and Tourism (KDWPT) Endangered Species documentation.					8					8	$888		$888
I.	Conduct a utility coordination meeting. An agenda and meeting minutes will be prepared. Utilities will be contacted one day prior as a reminder.		2			8	1				11	$1,329		$1,329
J.	Provide Quality Assurance and Quality Control which includes a Plan Set Review prior to Submittal.	8	12								20	$3,340		$3,340
	Task 3 Subtotal	11	38	14	95	94	251				503	$61,620	$300	$61,920

SCHEDULE A
Scope of Engineering Services

Lee Boulevard (95th Street to 103rd Street)
Leawood, KS
Prepared By: BHC RHODES (October 2018)

Task No.	Task (Dates: Start to Finish)	Labor (Hours) / Rate: Public Works: Fin. Prog. Man.	Project Manager	Sr. Traffic Eng. David Smalling	Project Eng. Katie Bushong	Design Eng. Chris Ikenberry	Sr. Eng. Tech. Craig Drummond	Surveying: Proj. Surveyor	Crew Chief	Crew Member	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
		$170	$165	$155	$137	$111	$111	$125	$97	$76				
4.	**Office Check Plans** (Dates: 2/4/19 to 3/1/19)													
A.	Prepare the following office check plan sheets.													
	Title Sheet.				1		1				2	$248		$248
	General Notes and Legend.				1		1				2	$248		$248
	Quantities.	1	1		2	1	6				11	$1,386		$1,386
	General Layout and Survey Data Sheet.						2				2	$222		$222
	Typical Sections.		1		2		2				5	$661		$661
	Plan & Profiles.		4		16	8	40				68	$8,180		$8,180
	Intersection Details.		1		2		16				19	$2,215		$2,215
	Roadway Details.						2				2	$222		$222
	Storm Sewer Profiles & Details. Improvements are limited to 97th Street to 98th Street.				2	2	8				12	$1,384		$1,384
	Guardrail Plan & Details.		1		2		6				9	$1,105		$1,105
	Erosion Control Plan & Details.				1	2	2				5	$581		$581
	Street Lighting Plan & Details.		1		2		8				11	$1,327		$1,327
	Pavement Marking and Signing Plan & Details.			4			8				12	$1,508		$1,508
	Construction Phasing Plan.			2			2				4	$532		$532
	Traffic Control Details.			1			2				3	$377		$377
	Drainage Area Map and Calculations. Analysis is limited to areas draining to 97th Street to 98th Street improvements.				1	2	2				5	$581		$581
	Cross Sections will provided every 50 feet on the side of the improvements and at driveway locations.	1	2		8	4	24				39	$4,704		$4,704
B.	Submit two (2) sets of office check plans to the City for review and comment. In addition, submit a copy of the office check plans to the City in electronic format.		1		2	2	4				9	$1,105	$300	$1,405
C.	Prepare a cost estimate.	1	2		2	2	2				9	$1,218		$1,218
D.	Revise the office check plans as per City plan review comments and office check comments.		2		4	4	8				18	$2,210		$2,210
E.	Submit a office check plan set to each utility company along with a list identifying potential conflicts. Also included in the submittal to the utility companies will be a notification indicating a tentative project letting date which has been established by the Project Manager.					4	2				6	$666		$666
F.	Office Check Plans status meeting with the City. The consultant shall prepare an agenda and submit meeting minutes to the City.		2		4		2				8	$1,100		$1,100
G.	Present the project to the Public Works Committee.		2		2		2				6	$826		$826
H.	Conduct a utility coordination meeting. An agenda and meeting minutes will be prepared. Utilities will be contacted one day prior as a reminder.		2			8	1				11	$1,329		$1,329
I.	Provide Quality Assurance and Quality Control which includes a Plan Set Review prior to Submittal.	8	12								20	$3,340		$3,340
	Task 4 Subtotal	**11**	**34**	**7**	**54**	**39**	**153**				**298**	**$37,275**	**$300**	**$37,575**

SCHEDULE A
Scope of Engineering Services

Lee Boulevard (95th Street to 103rd Street)
Leawood, KS
Prepared By: BHC RHODES (October 2018)

Task No.	Task (Dates: Start to Finish)	Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Brady Cotton	Project Manager David Smalling	Sr. Traffic Eng. David Smalling	Project Eng. Katie Bushong	Design Eng. Chris Ikenberry	Sr. Eng. Tech. Craig Drummond	Surveying: Proj. Surveyor	Crew Chief	Crew Member	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
		$170	$165	$155	$137	$111	$111	$125	$97	$76				
5.	**Final Plans** (Date: 3/4/19 to 3/29/19)													
A.	Prepare the following final plan sheets.													
	Title Sheet.				1		1				2	$248		$248
	General Notes and Legend.				1		1				2	$248		$248
	Quantities.	1	2		4	2	4				13	$1,714		$1,714
	General Layout and Survey Data Sheet.						2				2	$222		$222
	Typical Sections.				1		2				3	$359		$359
	Plan & Profiles.		2		8	4	24				38	$4,534		$4,534
	Intersection Details.		1		2		4				7	$883		$883
	Roadway Details.						1				1	$111		$111
	Storm Sewer Profiles & Details. Improvements are limited to 97th Street to 98th Street.				2	2	2				6	$718		$718
	Guardrail Plan & Details.				1		2				3	$359		$359
	Erosion Control Plan & Details.				1	2	2				5	$581		$581
	Street Lighting Plan & Details.				1		2				3	$359		$359
	Pavement Marking and Signing Plan & Details.			2			2				4	$532		$532
	Construction Phasing Plan.			2			2				4	$532		$532
	Traffic Control Details.			1			1				2	$266		$266
	Drainage Area Map and Calculations. Analysis is limited to areas draining to 97th Street to 98th Street improvements.				1	1	2				4	$470		$470
	Cross Sections will provided every 50 feet on the side of the improvements and at driveway locations.	1	1		4	2	12				20	$2,437		$2,437
B.	Submit five (5) sets of final plans to the City for review and comment. In addition, submit a copy of the final plans to the City in electronic format.		1		2	2	6				11	$1,327	$300	$1,627
C.	Prepare a final cost estimate.	1	2		4	4	2				13	$1,714		$1,714
D.	Revise plans as per City plan review comments.		2		4	4	8				18	$2,210		$2,210
E.	Prepare Specifications using City-provided front end documents.		4		12	12					28	$3,636		$3,636
F.	Submit Final Plans to the City. Once all comments have been addressed and the plans have been finalized, submit a copy of the final plans to the City. In addition, submit a copy of the final plans to the City in electronic format. The PDF document shall be bookmarked to reflect the index of the cover/title sheet.		2		4	4	8				18	$2,210	$250	$2,460
G.	Bidding services such as attending the pre-bid conference, answering contractor questions during advertisement, preparing written addenda to the bidding documents, attending the bid opening and evaluating the bids.		2		6	6					14	$1,818		$1,818
H.	Submit a final plan set to each utility company along with a list identifying potential conflicts. Also included in the submittal to the utility companies will be a notification indicating a tentative project letting date which has been established by the Project Manager.					4	2				6	$666		$666
I.	Final Plans status meeting with the City. The consultant shall prepare an agenda and submit meeting minutes to the City.		2		4		2				8	$1,100		$1,100
J.	Conduct a utility coordination meeting. An agenda and meeting minutes will be prepared. Utilities will be contacted one day prior as a reminder.		2			8	1				11	$1,329		$1,329
K.	Provide staking of proposed structures for coordination during utility relocations. This task is limited to 8 hours for a two-person survey team.							2	8	8	18	$1,634		$1,634
L.	Provide Quality Assurance and Quality Control which includes a Plan Set Review prior to Submittal.	8	12								20	$3,340		$3,340
	Task 5 Subtotal	**11**	**35**	**5**	**63**	**57**	**95**	**2**	**8**	**8**	**284**	**$35,557**	**$550**	**$36,107**

SCHEDULE A
Scope of Engineering Services

Lee Boulevard (95th Street to 103rd Street)
Leawood, KS
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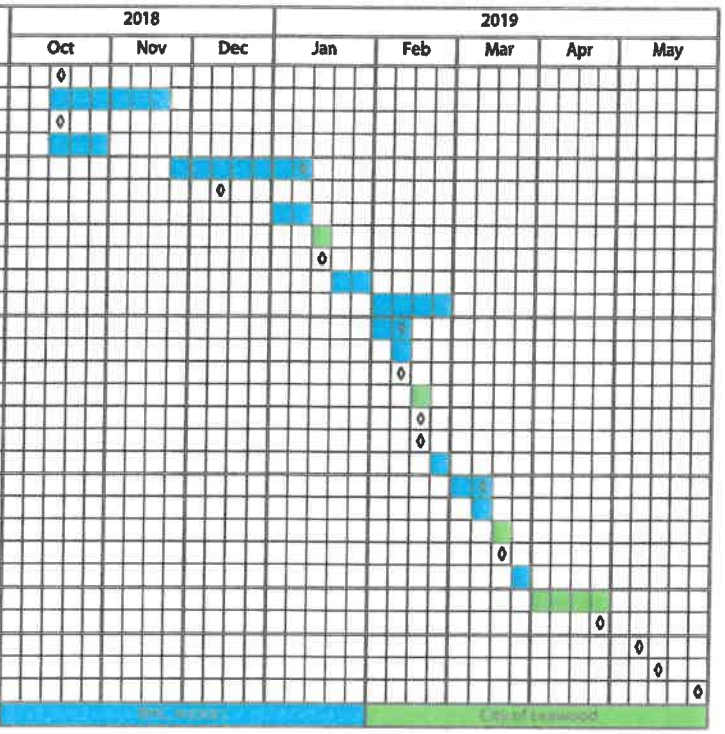
		Labor (Hours) / Rate												
		Public Works						Surveying						
		$170	$165	$155	$137	$111	$111	$125	$97	$76				
6.	**Construction Administration** (Dates: 4/3/19 to 12/31/19)													
A.	Provide technical assistance during construction. Technical assistance includes but is not limited to answering questions during the bidding process and/or during construction, reviewing shop drawings and catalog cuts, attending a pre-construction meeting. Assumes that most issues will be resolved via phone calls or emails. Five (5) site visits / meetings are anticipated. An agenda and meeting minutes will be prepared for each meeting.		10		10	10	4				34	$4,574		$4,574
B.	Submit one (1) set of "As-Built" plans to the City (Storm Sewer Profiles only from 97th Street to 98th Street). Prepare as-built drawings based on plans that have been red-lined by the project inspector.		1		2	2	8				13	$1,549	$150	$1,699
	Task 6 Subtotal		**11**		**12**	**12**	**12**				**47**	**$6,123**	**$150**	**$6,273**
	Project Total	**33**	**123**	**26**	**233**	**210**	**515**	**82**	**208**	**408**	**1,858**	**$203,765**	**$1,300**	**$205,065**

Alt. 1	Traffic Signal at 95th Street & Lee Boulevard (Dates: 11/26/18 to 3/29/19)													
A.	Field Check Plans - Traffic Signal Plan & Details.			24	12	12	48				96	$12,024	$50	$12,074
B.	Office Check Plans - Traffic Signal Plan & Details.			12	6	6	24				48	$6,012		$6,012
C.	Final Plans - Traffic Signal Plan & Details.			4	2	2	8				16	$2,004		$2,004
	Alternate 1 Subtotal			**40**	**20**	**20**	**80**				**160**	**$20,040**	**$50**	**$20,090**

Lee Boulevard Project Timeline

Ph.	Task	Date Start	Date Finish	Duration (Days)
DATA / SURVEY	**Award to Consultant / Notice to Proceed**	**10/16/18**		
	Field Survey and Processing	10/16/18	**11/21/18**	36
	Pre-Design Meeting	**10/19/18**		
	Data Collection (Design Criteria, Utility Engagement)	10/19/18	11/2/18	14
FIELD CHECK	**Field Check Plans with Cost Estimate**	11/26/18	**1/11/19**	46
	Utility Coordination Meeting (First)	**12/12/18**		
	QA/QC Review	12/28/18	1/11/19	14
	Field Check Plan Review	1/14/19	1/18/19	4
	Project Walk Through	**1/18/19**		
	Address Field Check Plan Comments	1/21/19	2/1/19	11
	NOI Permitting (Agency Review)	2/1/19	**2/28/19**	27
OFFICE CHECK	**Office Check Plans with Cost Estimate**	2/4/19	**2/15/19**	11
	QA/QC Review	2/11/19	2/15/19	4
	Public Meeting	**2/13/19**		
	Office Check Plan Review	2/18/19	2/22/19	4
	Utility Coordination Meeting (Second)	**2/20/19**		
	Public Works Committee Presentation	**2/21/19**		
	Address Office Check Plan Comments	2/25/19	3/1/19	4
FINAL	**Final Plans with Cost Estimate**	3/4/19	**3/15/19**	11
	QA/QC Review	3/11/19	3/15/19	4
	Final Plan Review	3/18/19	3/22/19	4
	Utility Coordination Meeting (Third)	**3/20/19**		
	Address Final Plan Comments & Specifications	3/25/19	3/29/19	4
BID	Advertise for Construction	4/3/19	4/24/19	21
	Bid Letting	**4/24/19**		
CONST.	**Award to Contractor**	**5/6/19**		
	Pre-Construction Meeting	**5/14/19**		
	Begin Construction	**5/28/19**		

LEGEND **Milestone - ◊**



SCHEDULE "B"

ADDITIONAL SERVICES FEE SCHEDULE

2018 HOURLY BILLING RATES

Engineering Services	Hourly Rate
Principal Program Manager	$170.00
Project Manager	$165.00
Sr. Project Engineer	$155.00
Traffic Engineer	$155.00
Project Engineer	$137.00
Design/Staff Engineer	$111.00
Senior Eng. Technician	$111.00
Engineering Intern	$55.00
Clerical	$50.00
Surveying Services	
Sr. Land Surveyor	$150.00
Survey Manager	$150.00
Project Surveyor	$125.00
Sr. Survey Technician	$112.00
Survey Technician	$77.00
Drafter	$72.00
Crew Chief	$97.00
Crew Member	$76.00
Construction Services	
Lead Construction Technician	$128.00
Construction Technician II	$113.00
Construction Technician I	$80.00

*** Rate includes local travel and miscellaneous survey supplies.**

INSERT ORIGINAL CERTIFICATE OF LIABILITY INSURANCE FORM HERE

RESOLUTION NO. 1391

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO ESTABLISH CRITERIA FOR EVALUATION OF PROFESSIONALS FOR THE PURPOSE OF DETERMINING RESPONSIBLE APPLICANTS FOR PROFESSIONAL SERVICES ASSOCIATED WITH PROJECTS OF THE CITY;

Whereas, the City of Leawood regularly enters into Professional Services Agreements for various City Projects within the City;

Whereas, it is the policy of the Governing Body to award City Professional Services Agreements to the most qualified applicant;

Whereas it is the desire of the Governing Body to see that Engineers and Architects performing work for the City provide a full measure of value in exchange for funds expended by the City and that in furtherance of this objective, Professional Services Agreements of the City are awarded to and performed by responsible Professionals;

Whereas, the Governing Body has determined that all Professionals performing Professional Services under contract with the City should be evaluated at the conclusion of their work;

Whereas the Governing Body has determined that a procedure should be established to evaluate Professional Services so as to assist the Director of Public Works in determination of responsible applicants for City projects;

Whereas the Governing Body has determined that it will consider evaluations of prior work of Professionals in determining responsible applicants for City Projects and that Requests for Proposals will be made only to responsible Professional Service Providers as determined by the Director of Public Works based on review of evaluations of prior work for the City;

NOW, THEREFORE, be it resolved by the Governing Body of the City of Leawood:

Section 1. Evaluation of Professional Services Applicants authorized. That the Governing Body of the City of Leawood does hereby authorize the Director of Public Works of the City to prepare and provide to the Governing Body evaluations of the work of all Professional services performing work under contract with the City.

Section 2. Criteria for evaluation established. In the evaluation of Professionals Services, the Director of Public Works shall consider the following criteria:

A. Completion of work within the allotted time and within Total Fee.
B. Consistency of work effort of the Professional.
C. Quality of work performed by the Professional.
D. Ability of the Professional to communicate and work with residents of the City.

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Standard Form as approved:
Revised 01/2003

E. Cooperation of the Professional with City Staff, including but not limited to, time period a Professional takes to respond to a request of the project manager, contract administrator, construction inspector or the Director of Public Works.

F. Responsiveness to correction of "punch list" items.

G. Responsiveness to a direct request from the Public Works Director in matters where the Professional is required to take action to insure the safety of the public.

H. Fairness and appropriate use of requests for change orders during the course of construction.

I. Thoroughness of Specifications and Drawings.

J. Construction Administration.

K. Budget Compliance.

Section 3. Notification of evaluation to be included in Professional Services Agreements. All Agreements prepared by the City for design professionals performing work for the City shall contain provisions notifying applicants that work performed by the Professional will be evaluated and that said evaluations will be considered by the City in determining responsible applicants for future City projects.

Section 4. Evaluation Procedure. During the course of performance of Professional Services, the Director of Public Works shall monitor the work and prepare interim evaluations of the Professional's compliance with this resolution. Interim evaluations shall be provided to the Professional. On completion of the Professional's work the Director of Public Works shall prepare a final evaluation of the Professional's compliance with this resolution. On completion of and prior to submitting the final evaluation to the Governing Body, the Director of Public Works shall provide a copy of the final evaluation to the Professional for review and comment. On receipt of the Professional's comments, the Director of Public Works may revise the final evaluation and shall provide a copy of the revised final evaluation to the Professional. Any Professional disputing the final evaluation may appeal the evaluation to the Governing Body within thirty (30) days of notification of the final evaluation. On review and after consideration of such information as the Governing Body shall determine to be necessary to a fair review of the final evaluation and consistent with the requirements of due process, the final evaluation may be modified in a manner consistent with the findings of the Governing Body.

Section 5. Final evaluations to be considered in connection with solicitation of applicants for Professional Services. It is hereby established as the policy of the City that the Director of Public Works, in soliciting applicants for Projects shall consider said evaluation of prior work performed by a Professional and shall not request applications from such Professional for a period of one (1) year from the date of such unsatisfactory evaluation.

Section 6. Director of Public Works authorized to prepare additional forms and written procedures. The Director of Public Works is authorized to prepare such additional written forms and procedures as in his or her judgment as is necessary to effectuate the intent of this resolution.

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Standard Form as approved:
Revised 01/2003

Section 7. Take effect. That this resolution shall take effect and be in force from the date of passage by the Governing Body and approved by the Mayor.

PASSED by the Council the 23rd day of March, 1998.

APPROVED by the Mayor the 23rd day o f March, 1998.

(S E A L)

PEGGY J. DUNN, Mayor

ATTEST:

MARTHA HEIZER, City Clerk

APPROVED AS TO FORM:

RICHARD S. WETZLER, City Attorney

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Standard Form as approved:
Revised 01/2003

CITY OF LEAWOOD, KANSAS
PROFESSIONAL'S PERFORMANCE CHECKLIST

Consultant_____ Project Number_____

Report number _____ Date_____

1. **Complaints _____**
   Comments:

2. **Thoroughness of Specifications and Drawings_____**
   Comments:

3. **Responsiveness_____**
   Comments:

4. **Budget Compliance_____**
   Comments:

5. **Construction Administration_____**
   Comments:

6. **Quality of Product_____**
   Comments:

_____ _____

City Project Engineer/Date Director of Public Works/Date

Page 1 of 2

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Standard Form as approved:
Revised 01/2003

COMPLETING THE FORM

The numbered notes below correspond to the numbered sections of the first page.

The City's Project Engineer will complete the form and

1. Record the number and nature of any valid complaints.

2. List any instances of failure to meet the requirements of the contract requirements checklist.

3. Identify performance goals that have not been met during the reporting period.

4. Review any discrepancy reports and their final disposition.

5. Determine whether the consultant's performance is unacceptable, acceptable, or exceptional. A point value ranging from acceptable (5) to unacceptable (1) may be used instead of a descriptive term.

6. Summarize the consultant's performance for the period covered by the report and for the contract term to date either in a narrative or by assigning a point value.

7. Recommend actions to be taken by the consultant to improve performance or correct deficiencies and specify any liquidated damages that may be assessed for the performance period covered by the report. If the report shows acceptable performance, congratulate the consultant.

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Standard Form as approved:
Revised 01/2003

Return to Agenda

Staff Review

Fact Sheet

7.P.

SUBJECT: **APPROVE RESOLUTION AND AGREEMENT WITH JOHNSON COUNTY FOR PRELIMINARY ENGINEERING STUDY OF A STORMWATER MANAGEMENT PROJECT- IC-04-040**

November 5, 2018

DISCUSSION

Attached is an agreement with Johnson County and the City of Leawood for a Preliminary Engineering Study of a Stormwater Management Project in the area of North of I-435 and south of 105th St between Mission Rd and Lee Blvd known as IC-04-040.

The preliminary engineering study is for a potential Stormwater Management Advisory Council (SMAC) Project. The cost of the preliminary engineering study is $58,350. With this agreement, Leawood would be able to receive reimbursement funds of 75% of the preliminary engineering cost.

The findings of the study will be presented back to the Stormwater Committee.

It is the recommendation of the Public Works Department that the City Council approves this agreement with the Board of County Commissioners and authorizes the Mayor to execute.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Agreement

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No

☐ Yes

OPERATIONAL IMPACT

N/A

COSTS

No costs for agreement with County

FUNDING SOURCE

Stormwater Funds Reimbursable by 75%
Leawood Project 73004
(1/8 cent sales tax for storm water projects)

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS [BOCC], PERTAINING TO THE PRELIMINARY ENGINEERING STUDY FOR THE STORMWATER IMPROVEMENT PROJECT NORTH OF I-435, BETWEEN MISSION FARMS AND LEE BOULEVARD, FROM NORTH OF I-435 TO SOUTH OF 105TH STREET [SMAC PROJECT # IC-04-040] [PROJECT # 73004]

WHEREAS, the City of Leawood desires to have a preliminary engineering study for the stormwater area between Mission Farms and Lee Boulevard, from north of I-435 to south of 105th street;

WHEREAS, BOCC has agreed to participate in said improvement project for purposes of the preliminary engineering study; and

WHEREAS, the Governing Body of the City and BOCC are authorized to enter into an Interlocal Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Interlocal Agreement between the City of Leawood, Kansas and BOCC, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

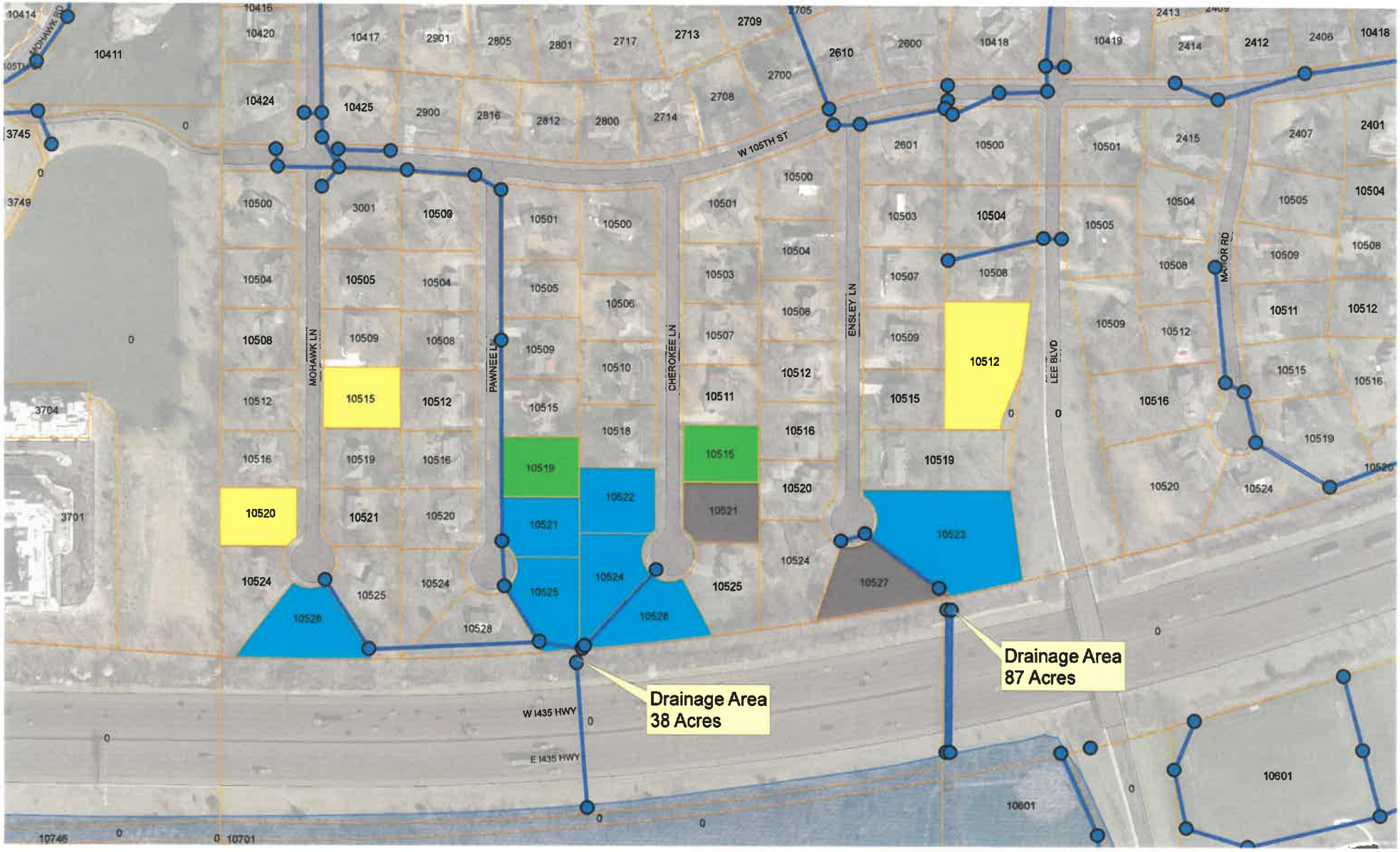
_____
Patricia A. Bennett, City Attorney

2017 July and August Flood
North of I-435 and West of Lee Blvd

N

Legend

- Storm Sewer Line
- No Flooding
- Flooding from backyard
- Flooding from storm sewer or culvert
- Flooding from street



Agreement between
Johnson County and the City of Leawood
For a Preliminary Engineering Study of a Stormwater Management Project known as Stormwater Improvements North of I-435, Mission Farms to Lee Blvd
IC-04-040

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Leawood (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.

2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.

3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.

4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the preliminary engineering study ("Preliminary Study") for the stormwater management project identified as Stormwater Improvements North of I-435, Mission Farms to Lee Blvd (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Preliminary Study shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

2. **Preliminary Engineering Study.** The City shall provide the Stormwater Management Program Manager, or his/her designee ("Manager") with a Preliminary Study that satisfies the requirements set forth in the Policy and Procedures. The Preliminary Study shall be performed by qualified engineering professionals or by qualified City personnel, or both, subject to the provisions of this agreement and the Policy and Procedures. In general, the Preliminary Study shall define the proposed scope of the Project, analyze the impact of the Project on upstream and downstream property, suggest alternative solutions or approaches to stormwater control, and must establish a preliminary estimate for design and construction costs. The costs and expenses incurred by the City in connection with the Preliminary Study shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement.

3. **Estimated Cost of Preliminary Study.** The parties acknowledge and agree that the City has established an estimated total cost for the Preliminary Study of Fifty Eight Thousand Three Hundred Fifty Dollars ($58,350) based upon City staff's estimates and assumptions.

4. **Notice to Affected Municipalities.** The City shall contact upstream and downstream municipalities as defined in the Policy and Procedures and shall inform such municipalities of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from an upstream or downstream municipality. The City agrees that it shall provide the upstream and downstream municipalities with an opportunity to review and comment upon the Preliminary Study prior to submitting the Preliminary Study to the County.

5. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Preliminary Study in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Preliminary Study. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than $1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

6. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Preliminary Study as follows:

   Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the Manager detailing total Preliminary Study costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

   The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The Manager may require the City to supplement the Payment Request as needed to satisfy the Manager, at his/her discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

   The County agrees to make payment to the City within thirty days following the Manager's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

7. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

   This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

8. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:
Mr. Kent Lage, P.E.
Urban Services Manager
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:
David Ley, P.E.
City Engineer
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

9. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

Board of County Commissioners of Johnson County, Kansas

_____
Ed Eilert, Chairman

Attest:

_____
Lynda Sader
Deputy County Clerk

Approved as to Form:

_____
Robert A. Ford
Assistant County Counselor

City of Leawood

_____
Peggy J. Dunn, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Return to Agenda

Staff Review

Fact Sheet

7.Q. + 7.R.

SUBJECT: **ACCEPTANCE OF EASEMENTS FOR THE 143rd STREET IMPROVEMENT PROJECT WINDSOR TO KENNETH ROAD**

November 5, 2018

DISCUSSION

The Public Works Department is requesting the acceptance of Easements that are required with the improvements of 143rd Street, between Windsor Street and Kenneth Road.
Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. A Resolution has been prepared to accept the easements from and for the following:

Grantor/s: DC Group 1, LLC for Tract 20 located at 14300 Kenneth Road, Leawood, KS

Temporary Construction Easement
Located in a portion of Lot 1, CAMDEN WOODS, THIRD PLAT, a subdivision in Leawood, Kansas, containing 7,880.00 square feet more or less-
$13,900.00

Storm Sewer Easement
Located in part of Lot 1, CAMDEN WOODS, THIRD PLAT, a subdivision in Leawood, Kansas containing 1,197 square feet more or less.
$2,400.00

Cost to Cure: $ 4,250.00
TOTAL: $20,550.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, Storm Sewer Easement, and Cost to Cure of the property for a total amount of $20,550.00. The property owner is in agreement with this offer and has signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $20,550.00 to DC Group 1, LLC, and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept easements and Approve Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$20,550.00

FUND SOURCES

Capital Improvement Project 80129

Temporary Easement = 80129.100.823000	=	$13,900.00
Storm Sewer Easement = 80129.100.823000	=	$ 2,400.00
Cost to Cure = 80129.100.823000	=	$ 4,250.00
		$20,550.00

DRAFT

7.Q.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTOR DC GROUP 1, LLC, FOR PROPERTY LOCATED AT 14300 KENNETH ROAD, TRACT 20, LOT 1, CAMDEN WOODS SUBDIVISION, THIRD PLAT, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR LANE TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantor DC Group 1, LLC has executed a Temporary Construction Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Temporary Construction Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Temporary Construction Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 26th day of September, 2018, DC GROUP 1, LLC ["Grantor"], and for its successors and assigns, as owner of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED EXHIBIT 'A' (the "Easement Property")

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting 143rd Street (Windsor Dr to Overbrook Rd) ["Improvements"], as shown by the plans of the Improvements as shown by the plans of said Improvements prepared by Burns & McDonnell a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property. Grantor understands that access to the property may be impacted on a phased basis but this Temporary Easement does not include acts resulting in complete closure of access to Grantor's remaining property during the course of construction.

This Temporary Construction Easement shall commence upon the date of its execution, as shown below and shall expire at the earlier of one (1) year after completion of the construction project or 36 months after commencement.

Grantee, hereby agrees to restore the Easement Property to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change, all in accordance with Grantee's design and or construction project plans.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein, except for Grantee's obligation to restore the Easement Property as stated above.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTOR

DC GROUP 1, LLC

LLC ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 26th day of September, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brad Cockham, Member [Position] of DC Group 1, LLC a Limited Liability Company duly formed under the provisions of the Kansas [state] Limited Liability Company Act, ~~who is personally known to me to be such [position]~~ and who is personally known to me to be the same person who executed as such the within instrument on behalf of said company, and such persons duly acknowledged the execution of the same to be the free act and deed of said company, DC Group 1, LLC.

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

RENEE L. HALL
Notary Public-State of Kansas
My Appt. Expires 4/28/21

Notary Public

My appointment expires 4/28/21

September 19, 2017 Exhibit 'A'

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENTS
WEST 143rd STREET AND KENNETH ROAD IMPROVEMENTS
LOCATED IN PART OF LOT 1, CAMDEN WOODS, THIRD PLAT
A SUBDIVISION IN SECTION 3, TOWNSHIP 14 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Camden Woods Center, LLC

A portion of Lot 1, CAMDEN WOODS, THIRD PLAT, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof, being more particularly described as follows:

Beginning at the Northeast corner of aforesaid Lot 1, being the intersection of the South right-of-way line of West 143rd Street as now established Fifty (50) feet South of the North line of the Northeast Quarter of Section 3, Township 14 South, Range 25 East with the West right-of-way line of Kenneth Road as now established Fifty (50) feet West of the East line of the Northeast Quarter of said Section 3; thence South 02 degrees 17 minutes 58 seconds East (South 00 degrees 15 minutes 18 seconds West, Plat) along the East line of said Lot 1, being also along West right-of-way line of said Kenneth Road, a distance of 180.08 feet; thence South 87 degrees 42 minutes 02 seconds West, perpendicular to the last described course, a distance of 10.00 feet; thence North 02 degrees 17 minutes 58 seconds West (North 00 degrees 15 minutes 18 seconds East, Plat) along a line Ten (10) feet West of and parallel with the East line of said Lot 1, a distance of 145.00 feet; thence North 44 degrees 31 minutes 26 seconds West, 33.94 feet to a point Ten (10) feet South of the North line of said Lot 1 as measured perpendicular to the North line thereof; thence South 87 degrees 47 minutes 29 seconds West (North 89 degrees 39 minutes 26 seconds West, Plat) along a line Ten (10) feet South of and parallel with the North line of said Lot 1, a distance of 311.17 feet; thence South 02 degrees 12 minutes 31 seconds East, perpendicular to the last described course, a distance of 10.00 feet; thence South 87 degrees 47 minutes 29 seconds West (North 89 degrees 39 minutes 26 seconds West, Plat) along a line Twenty (20) feet South of and parallel with the North line of said Lot 1, a distance of 107.29 feet; thence North 02 degrees 12 minutes 31 seconds West, perpendicular to the last described course, a distance of 20.00 feet to a point on the North line of said Lot 1, being also a point on the South right-of-way line of said West 143rd Street; thence North 87 degrees 47 minutes 29 seconds East (South 89 degrees 39 minutes 26 seconds East, Plat) along the North line of said Lot 1, being also along the South right-of-way line of said West 143rd Street, a distance of 451.25 feet to the Point of Beginning.

The above described tract of land contains 7,573 square feet, more or less.

ALSO: the following described tract of land:

ROBERT CRAIG SANDIN
LICENSED
LS-1602
KANSAS
LAND SURVEYOR

10/16/17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

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A portion of Lot 1, CAMDEN WOODS, THIRD PLAT, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof, being more particularly described as follows:

Commencing at the Northeast corner of aforesaid Lot 1, being the intersection of the South right-of-way line of West 143rd Street as now established Fifty (50) feet South of the North line of the Northeast Quarter of Section 3, Township 14 South, Range 25 East with the West right-of-way line of Kenneth Road as now established Fifty (50) feet West of the East line of the Northeast Quarter of said Section 3; thence South 02 degrees 17 minutes 58 seconds East (South 00 degrees 15 minutes 18 seconds West, Plat) along the East line of said Lot 1, being also along West right-of-way line of said Kenneth Road, a distance of 250.08 feet to the Point of Beginning of the tract of land to be herein described; thence continuing South 02 degrees 17 minutes 58 seconds East (South 00 degrees 15 minutes 18 seconds West, Plat) along the last described course, a distance of 28.05 feet to a point on the Northerly line of the tract of land described and set forth as a Permanent Drainage Easement Condemned by District Court Case No. 86C 8057 and the Petition being filed in the Office of the Register of Deeds for said County and State in Volume 2415 at Page 200; thence North 62 degrees 18 minutes 12 seconds West along the Northerly line of the Permanent Drainage Easement Condemned by said District Court Case No. 86C 8057, a distance of 17.32 feet; thence North 12 degrees 09 minutes 41 seconds East, departing from the Northerly line of the Permanent Drainage Easement Condemned by said District Court Case No. 86C 8057, a distance of 20.02 feet to a point 10.00 feet West of the East line of said Lot 1 as measured perpendicular to the East line thereof; thence North 87 degrees 42 minutes 02 seconds East, perpendicular to the East line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

The net area of the above described tract of land contains 307 square feet, more or less.

ROBERT CRAIG SANDLIN
LICENSED
LS-1602
KANSAS
LAND SURVEYOR
10/16/17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

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DRAFT

7.R.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR DC GROUP 1, LLC, FOR PROPERTY LOCATED AT 14300 KENNETH ROAD, TRACT 20, LOT 1, CAMDEN WOODS SUBDIVISION, THIRD PLAT, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR LANE TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantor DC Group 1, LLC has executed a Permanent Storm Sewer Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Storm Sewer Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Storm Sewer Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That DC GROUP 1, LLC ["Grantor"] , in consideration of the sum of **Ten Dollars ($10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT to the **CITY OF LEAWOOD, KANSAS,** ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood's Construction Standards), tributary connections, culverts and appurtenant work [collectively referred to as "Drainage Facilities"] in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

SEE ATTACHED EXHIBIT 'A' (the "Easement Property")

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, on its behalf and on behalf of its successors and assigns, hereby releases the **CITY OF LEAWOOD, KANSAS**, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities in accordance with the terms of this Easement, provided that Grantee shall, as soon as practicable after construction or other maintenance or work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition.

2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area constructed or created hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the **CITY OF LEAWOOD, KANSAS**, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the **CITY OF LEAWOOD, KANSAS**, or any abutting

property owners, upon permit from the Grantee herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer or drainage improvement, subject to the obligation to restore as stated above.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or its successors and assigns from the use of the premises long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of drainage, said sewer or other drainage improvements.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 26th day of September, 2018.

GRANTOR

DC GROUP 1, LLC

LLC ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 26th day of September, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brad Cottam, Member [Position] of DC Group 1, LLC a Limited Liability Company duly formed under the provisions of the state of Kansas Limited Liability Company Act, ~~who is personally known to me to be such _____ [position]~~ and who is personally known to me to be the same person who executed as such the within instrument on behalf of said company, and such persons duly acknowledged the execution of the same to be the free act and deed of DC Group 1, LLC.

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

RENEE L. HALL
Notary Public-State of Kansas
My Appt. Expires ~~4/28/18~~
4/28/21
RLH

Renee L. Hall
Notary Public

My appointment expires ~~4/28/18~~
4/28/21 RLH

September 19, 2017 Exhibit 'A'

LEGAL DESCRIPTION
PERMANENT DRAINAGE EASEMENT
WEST 143rd STREET AND KENNETH ROAD IMPROVEMENTS
LOCATED IN PART OF LOT 1, CAMDEN WOODS, THIRD PLAT
A SUBDIVISION IN SECTION 3, TOWNSHIP 14 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Camden Woods Center, LLC

A Twenty (20) feet wide strip of land being a portion of Lot 1, CAMDEN WOODS, THIRD PLAT, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof. The centerline of said Twenty (20) feet wide strip of land being more particularly described as follows:

Commencing at the Northeast corner of aforesaid Lot 1, being the intersection of the South right-of-way line of West 143rd Street as now established Fifty (50) feet South of the North line of the Northeast Quarter of Section 3, Township 14 South, Range 25 East with the West right-of-way line of Kenneth Road as now established Fifty (50) feet West of the East line of the Northeast Quarter of said Section 3; thence South 87 degrees 47 minutes 29 seconds West (North 89 degrees 39 minutes 26 seconds West, Plat) along the North line of said Lot 1, being also along the South right-of-way line of said West 143rd Street, a distance of 486.12 feet to the Point of Beginning of the centerline of said Twenty (20) feet wide strip of land to be herein described; thence South 19 degrees 36 minutes 09 seconds West along the centerline of said Twenty (20) feet wide strip of land, a distance of 59.86 feet to the Point of Termination of said centerline.

The outer limits of said Twenty (20) feet wide strip of land are intended to terminate at the North line of said Lot 1.

The above described tract of land contains 1,197 square feet, more or less.

ROBERT CRAIG SANDIN
LICENSED
LS-1602
KANSAS
LAND SURVEYOR
10/16/17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7858

L:\140573-010_Survey\Property Descriptions\140573-010 Camden Woods Center PDE.docx

ACQUISITION AGREEMENT
CITY OF LEAWOOD, KANSAS

This agreement made and entered into this 26th day of September, 2018, by and between **DC GROUP 1 LLC**, hereinafter called the **Owner** and the City of Leawood, Kansas, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached documents

2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of $16,300.00 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.

3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of $4,250.00, which is full compensation for the cost to cure items described below:

1-6" Tree ($750); 4-3" Pines ($500/ea);
1-15" Tree ($1,500)

4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or Owner's objections to the same.

5. Total compensation to be paid by the City to the Owner (Offer is contingent upon Governing Body approval):

Total Right-of-Way / Permanent Easement	$2,400.00
Total Temporary Construction Easement	$13,900.00
Total Cost to Cure	$4,250.00
TOTAL COMPENSATION DUE OWNER	$20,550.00

Return to Agenda

Staff Review

Fact Sheet

7.S.-
7.V.

SUBJECT: **ACCEPTANCE OF EASEMENTS FOR THE 143rd STREET IMPROVEMENT PROJECT WINDSOR TO KENNETH ROAD**

November 5, 2018

DISCUSSION

The Public Works Department is requesting the acceptance of Easements that are required with the improvements of 143rd Street, between Windsor Street and Kenneth Road.
Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. A Resolution has been prepared to accept the easements from and for the following:

Grantor/s: Christ Community Evangelical Free Church for Tract 19 located at the North West Corner of 143rd & Kenneth Road, Leawood, KS

Temporary Construction Easement
Located in a part of the southeast quarter of Section 34, Township 13 South, Range 25 East, in Leawood, Kansas, containing 17,224 square feet more or less-
$10,250.00

Storm Sewer Easement
Located in the West Fifty (50) feet of the North Twenty feet of the South Eighty feet of that certain parcel of land…said tract being in the Southeast Quarter of Section 34, Township 13 South, Range 25 East in Leawood, Kansas containing 1,000 square feet more or less.
$675.00

Permanent Utility Easement
Located in a part of the southeast quarter of Section 34, Township 13 South, Range 25 East, in Leawood, Kansas, containing 10,323 square feet more or less.
$6,968.00

Continued on back page . . .

COUNCIL ACTION TO BE TAKEN

Accept easements and Approve Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$34,750.00

FUND SOURCES

Capital Improvement Project 80129

Deed of Dedication = 80129.100.822000
Temporary Easement = 80129.100.823000
Storm Sewer Easement = 80129.100.823000
Permanent Utility Easement = 80129.100.823000
Cost to Cure = 80129.100.823000

DISCUSSION (CONTINUED)

Deed of Dedication
Located in part of the Southeast quarter of Section 34, Township 13, South, Range 25 East, Leawood, Johnson County, Kansas, containing 4,651 square feet more or less $12,557.00

Cost to Cure: $ 4,300.00

TOTAL: $34,750.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, Storm Sewer Easement, Permanent Utility Easement, Deed of Dedication and Cost to Cure of the property for a total amount of $34,750.00. The property owner is in agreement with this offer and has signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $34,750.00 to Christ Community Evangelical Free Church, and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

DATE 11-05-2018	GOVERNING BODY DECISION
FACT SHEET PREPARED BY DL/jas	☐ PASSED ☐ NOT PASSED ☐ HOLD ☐ RETURNED
REVIEWED BY	

DRAFT

7.S.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTOR CHRIST COMMUNITY EVANGELICAL FREE CHURCH, FOR PROPERTY LOCATED ON THE NORTHWEST CORNER AT 143RD STREET AND KENNETH ROAD, TRACT 19, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR LANE TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantor Christ Community Evangelical Free Church has executed a Temporary Construction Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Temporary Construction Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Temporary Construction Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 8th day of OCTOBER, 2018, Christ Community Evangelical Free Church ["Grantor"], and for its successors and assigns, as owner of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED EXHIBIT 'A' (the "Easement Property")

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting 143rd Street (Windsor Dr to Overbrook Rd) ["Improvements"], as shown by the plans of the Improvements as shown by the plans of said Improvements prepared by Burns & McDonnell a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date of its execution, as shown below and shall expire at the earlier of one (1) year after completion of the construction project or 36 months after commencement.

Grantee, hereby agrees to restore the Easement Property to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change, all in accordance with Grantee's design and or construction project plans.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein, except for Grantee's obligation to restore the Easement Property as stated above. This waiver and release does not include negligent or willful misconduct.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTOR

Mark G Askins

FOR Christ Community Evangelical Free Church

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 8th day of October, 2018, before me, the undersigned, a Notary Public in and for the County and State, came Mark G. Askins, holding the position of Executive Pastor for Grantor who is personally known to me to be the same person — who executed the within instrument of writing, and duly acknowledged the execution of the same to be the free act and deed of Grantor.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal; the day and year last above written.

Esther R Decker
NOTARY PUBLIC

NOTARY PUBLIC STATE OF KANSAS | ESTHER R. DECKER My Appt. Exp. 12/12/20

My Term Expires:
12/12/2020

October 3, 2017 Exhibit 'A'

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENTS
WEST 143rd STREET AND KENNETH ROAD IMPROVEMENTS
LOCATED IN PART OF THE SOUTHEAST QUARTER
OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Christ Community Evangelical Free Church

A tract of land in Leawood, Johnson County, Kansas, being a portion of that certain parcel of land legally described and set forth in the Kansas Warranty Deed filed February 04, 2004 in the Office of the Register of Deeds for said County and State in Book 200402 at Page 001654. Said tract of land being situate in the Southeast Quarter of Section 34, Township 13 South, Range 25 East in said City, County and State and being more particularly described as follows:

Beginning at a point Sixty (60) feet North of the South line of aforesaid Section 34 as measured perpendicular to the South line thereof and Fifty (50) feet East of the West line of the parcel of land described in the aforesaid Kansas Warranty Deed as measured perpendicular to the West line thereof; thence North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 03 seconds East, Deed) along a line Sixty (60) feet North of and parallel with the South line of said Section 34, a distance of 561.70 feet; thence North 44 degrees 24 minutes 11 seconds East, 38.73 feet to a point Sixty (60) feet West of the East line of the said Section 34 as measured perpendicular to the East line thereof; thence North 02 degrees 01 minute 14 seconds West (North 00 degrees 01 minute 31 seconds West, Deed) along a line Sixty (60) feet West of and parallel with the East line of the said Section 34, a distance of 213.59 feet; thence South 87 degrees 58 minutes 46 seconds West, perpendicular to the East line of said Section 34, a distance of 20.00 feet; thence South 02 degrees 01 minute 14 seconds East (South 00 degrees 01 minute 31 seconds East, Deed) along a line Eighty (80) feet West of and parallel with the East line of said Section 34, a distance of 184.31 feet; thence South 44 degrees 24 minutes 11 seconds West, 33.40 feet; thence South 02 degrees 01 minute 14 seconds East, 13.00 feet to a point Eighty (80) feet North of the South line of said Section 34 as measured perpendicular to the South line thereof; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 03 seconds West, Deed) along a line Eighty (80) feet North of and parallel with the South line of said Section 34, a distance of 545.55 feet to a point Fifty (50) feet East of the West line of the parcel of land described in said Kansas Warranty Deed as measured perpendicular to the West

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Phone (913) 888-7800
Fax: (913) 888-7868

line thereof; thence South 02 degrees 01 minute 00 seconds East (South 00 degrees 00 minutes 56 seconds East, Plat) along a line Fifty (50) feet East of and parallel with the West line of the parcel of land described in said Kansas Warranty Deed, a distance of 20 feet to the Point of Beginning

The above described tract of land contains 16,419 square feet, more or less.

ALSO the following described tract of land:

A tract of land in Leawood, Johnson County, Kansas, being a portion of that certain parcel of land legally described and set forth in the Kansas Warranty Deed filed February 04, 2004 in the Office of the Register of Deeds for said County and State in Book 200402 at Page 001654. Said tract of land being situate in the Southeast Quarter of Section 34, Township 13 South, Range 25 East in said City, County and State and being more particularly described as follows:

Commencing at the Southeast corner of said Section 34; thence North 02 degrees 01 minute 14 seconds West (North 00 degrees 01 minute 31 seconds West, Deed) along the East line of the Southeast quarter of said Section 34, a distance of 460.00 feet; thence South 87 degrees 58 minutes 46 seconds West, perpendicular to the last described course, a distance of 40.00 feet to a point on the West right-of-way line of Kenneth Road as now established, being also a point on the East line of the parcel of land described in the aforesaid Kansas Warranty Deed and the Point of Beginning of the tract of land to be herein described; thence North 02 degrees 01 minute 14 seconds West (North 00 degrees 01 minute 31 seconds West, Deed) along the East line of the parcel of land described in said Kansas Warranty Deed, being also along the West right-of-way line of said Kenneth Road, and being along a line Forty (40) feet West of and parallel with the East line of said Section 34, a distance of 40.25 feet; thence South 87 degrees 58 minutes 46 seconds West, perpendicular to the last described course and departing from the West right-of-way line of said Kenneth Road, a distance of 20.00 feet; South 02 degrees 01 minute 14 seconds East (South 00 degrees 01 minute 31 seconds East, Deed) along a line Sixty (60) feet West of and parallel with the East line of said Section 34, a distance of 40.25 feet; thence North 87 degrees 58 minutes 46 seconds East, perpendicular to the last described course, a distance of 20.00 feet to the Point of Beginning.

The above described tract of land contains 805 square feet, more or less.

ROBERT CRAIG SANDLIN
LICENSED
LS-1602
KANSAS
LAND SURVEYOR
10/15/17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

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DRAFT

7.T.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT FROM GRANTOR CHRIST COMMUNITY EVANGELICAL FREE CHURCH, FOR PROPERTY LOCATED ON THE NORTHWEST CORNER AT 143RD STREET AND KENNETH ROAD, TRACT 19, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR LANE TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantor Christ Community Evangelical Free Church has executed a Permanent Utility Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Utility Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Utility Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Christ Community Evangelical Free Church ["Grantor"], in consideration of the sum of Ten Dollars [$10.00] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the CITY OF LEAWOOD, KANSAS, a Kansas Municipal Corporation ["Grantee"], its successors and assigns, forever a perpetual easement over, under and through the following described real property of the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables, underground wires, ducts and similar facilities and appurtenances thereto upon, over and under the ground in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement together with the right of access to the easement and over the easement for such purposes, to wit:

SEE ATTACHED EXHIBIT 'A' [the "Easement Property"]

This grant is a permanent easement for the purpose aforestated and full consideration therefore is acknowledged and is granted and accepted upon the following conditions:

1. Grantor, on its behalf and for its successors and assigns hereby releases Grantee, it agents and employees and assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, and construction and maintenance of said utilities resulting from the use of this Easement in compliance with the Easement terms and not to include negligent or willful misconduct, provided that Grantee shall, as soon as practicable after construction of said utilities in accordance with the plans of file with the City of Leawood, 4800 Town Center Drive, Leawood, Kansas, and any subsequent construction, alterations and repairs thereto, restore all property of Grantor to a neat and presentable condition.

2. It is understood by Grantor that the utilities constructed hereunder shall, in every respect be a public utility as if laid in one of the dedicated streets of the Grantee, and all property abutting thereon shall have the right to connect therewith under the same conditions as if the utilities were in a public street; and Grantee, or any abutting property owners, upon permit from the Grantee shall have the right at all times to enter upon the Easement Property for the purpose of making any necessary repair to or renewals for replacement of the utilities.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor or its successors and assigns from the use of the Easement Property with respect to the construction and

maintenance of property improvements along and over the Easement property provided that the same are so construed as not to impair the strength or interfere with the use and maintenance of said utilities.

4. All users of the easement shall bore their underground facilities within this Easement (open-cut, trenching, junction boxes, manholes or placing above ground cabinets is not allowed without prior approval of the City), restore, replace, and repair the ground, grasses, fences, and all permitted improvements thereon, if any and otherwise restore the Easement Property to the condition(s) existing immediately prior to the beginning of construction. Additionally, all users of this easement agree to comply with all ordinances of the City of Leawood regulating the use of municipal easements and rights of way.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property and shall be recorded.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 8th day of October, 2018.

GRANTOR

Mark G Askins

FOR Christ Community Evangelical Free Church

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 8th day of October, 2018, before me, the undersigned, a Notary Public in and for the County and State, came Mark G. Askins, holding the position of Executive Pastor for Grantor, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same to be the free act and deed of Grantor.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal; the day and year last above written.

Esther R. Decker
NOTARY PUBLIC

NOTARY PUBLIC ESTHER R. DECKER My Appt. Exp. 12/12/20 STATE OF KANSAS

My Term Expires:
12/12/2020

October 3, 2017 Exhibit 'A'

LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT
WEST 143rd STREET AND KENNETH ROAD IMPROVEMENTS
LOCATED IN PART OF THE SOUTHEAST QUARTER
OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Christ Community Evangelical Free Church

A tract of land in Leawood, Johnson County, Kansas, being a portion of that certain parcel of land legally described and set forth in the Kansas Warranty Deed filed February 04, 2004 in the Office of the Register of Deeds for said County and State in Book 200402 at Page 001654. Said tract of land being situate in the Southeast Quarter of Section 34, Township 13 South, Range 25 East in said City, County and State and being more particularly described as follows:

Commencing at the Southeast corner of said Section 34; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 03 seconds West, Deed) along the South line of said Section 34, a distance of 83.88 feet; thence North 02 degrees 12 minutes 31 seconds West, perpendicular to the last described course, a distance of 50.00 feet to a point on the North right-of-way line of West 143rd Street as now established Fifty (50) feet wide by the Deed of Dedication filed September 11, 1996 in the aforesaid Office of the Register of Deeds in Book 4985 at Page 485, being also a point on the South line of the parcel of land described in the aforesaid Kansas Warranty Deed and the Point of Beginning of the tract of land to be herein described; thence North 44 degrees 24 minutes 11 seconds East, 47.00 feet to a point Ten (10) feet West of the East line of the parcel of land described in said Kansas Warranty Deed, as measured perpendicular to the East line thereof, being also a point Fifty (50) feet West of the East line of said Section 34 as measured perpendicular to the East line thereof; thence North 02 degrees 01 minute 14 seconds West (North 00 degrees 01 minute 31 seconds West, Deed) along a line Ten (10) feet West of and parallel with the East line of the parcel of land described in said Kansas Warranty Deed, being also along a line Fifty (50) feet West of and parallel with the East line of said Section 34, a distance of 377.88 feet; thence South 87 degrees 58 minutes 46 seconds West, perpendicular to the East line of said Section 34, a distance of 10.00 feet; thence South 02 degrees 01 minute 14 seconds East (South 00 degrees 01 minute 31 seconds East, Deed) along a line Sixty (60) feet West of and parallel with the East line of said Section 34, a distance of 373.59 feet; thence South 44 degrees 24 minutes 11 seconds West, 38.73 feet to a point Ten (10) feet North of South line of the parcel of land described in said Kansas Warranty Deed as measured perpendicular to the South line thereof, being also a point Sixty (60) feet North of the

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South line of said Section 34 as measured perpendicular to the South line thereof; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 03 seconds West, Deed) along a line Ten (10) feet North of and parallel with the South line of the parcel of land described in said Kansas Warranty Deed, being also a long a line Sixty (60) feet North of and parallel with the South line of said Section 34, a distance of 611.69 feet to a point on the West line of the parcel of land described in said Kansas Warranty Deed; thence South 02 degrees 01 minute 00 seconds East (South 00 degrees 00 minutes 56 seconds East, Deed) along the West line of the parcel of land described in said Kansas Warranty Deed, a distance of 10.00 feet to the Southwest corner of the parcel of land described in said Kansas Warranty Deed, being also a point on the North right-of-way line of said West 143rd Street and said point being Fifty (50) feet North of the South line of said Section 34 as measured perpendicular to the South line thereof; thence North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 03 seconds East, Deed) along the South line of the parcel of land described in said Kansas Warranty Deed, being also along the North right-of-way line of said West 143rd Street, and being along a line Fifty (50) feet North of and parallel with the South line of said Section 34, a distance of 615.70 feet to the Point of Beginning.

The above described tract of land contains 10,323 square feet, more or less.

ROBERT CRAIG SANDIN
LICENSED
LS-1602
KANSAS
LAND SURVEYOR

10/15/17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

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DRAFT

7.U.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR CHRIST COMMUNITY EVANGELICAL FREE CHURCH, FOR PROPERTY LOCATED ON THE NORTHWEST CORNER AT 143RD STREET AND KENNETH ROAD, TRACT 19, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR LANE TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantor Christ Community Evangelical Free Church has executed a Permanent Storm Sewer Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Storm Sewer Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Storm Sewer Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That Christ Community Evangelical Free Church ["Grantor"] , in consideration of the sum of **Ten Dollars ($10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT to the **CITY OF LEAWOOD, KANSAS**, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood's Construction Standards), tributary connections, culverts and appurtenant work [collectively referred to as Drainage Facilities"] in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

SEE ATTACHED EXHIBIT 'A' (the "Easement Property")

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, on its behalf and on behalf of its successors and assigns, hereby releases the **CITY OF LEAWOOD, KANSAS**, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance pursuant to this easement and the Drainage Facilities in accordance with the terms of this Easement, provided that Grantee shall, as soon as practicable after construction or other maintenance or work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition. This release does not include negligent or willful misconduct.

2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area constructed or created hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the **CITY OF LEAWOOD, KANSAS**, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the **CITY OF LEAWOOD, KANSAS**, or any abutting

property owners, upon permit from the Grantee herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer or drainage improvement, subject to the obligation to restore as stated above.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or its successors and assigns from the use of the premises long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of drainage, said sewer or other drainage improvements.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 8th day of OCTOBER, 2018.

GRANTOR

Mark G Askins

FOR Christ Community Evangelical Free Church

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 8th day of October, 2018, before me, the undersigned, a Notary Public in and for the County and State, came Mark G. Askins, holding the position of Executive Pastor for Grantor who is personally known to me to be the same person ——— who executed the within instrument of writing, and duly acknowledged the execution of the same to be the free act and deed of Grantor.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal; the day and year last above written.

Esther R Decker
NOTARY PUBLIC

NOTARY PUBLIC STATE OF KANSAS | ESTHER R. DECKER My Appt. Exp. 12/12/20

My Term Expires:
12/12/2020

October 3, 2017 Exhibit 'A'

LEGAL DESCRIPTION
PERMANENT DRAINAGE EASEMENT
WEST 143rd STREET AND KENNETH ROAD IMPROVEMENTS
LOCATED IN PART OF THE SOUTHEAST QUARTER
OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Christ Community Evangelical Free Church

The West Fifty (50) feet of the North Twenty (20) feet of the South Eighty (80) feet of that certain parcel of land legally described and set forth in the Driveway Easement Agreement filed July 27, 2000 in the Office of the Register of Deeds for said County and State in Book 6645 at Page 641. Said tract of land being situate in the Southeast Quarter of Section 34, Township 13 South, Range 25 East in Leawood, Johnson County, Kansas.

The above described tract of land contains 1,000 square feet, more or less.

ROBERT CRAIG SANDLIN
LICENSED
LS-1602
KANSAS
LAND SURVEYOR
10/17/17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

L:\140573-010_Survey\Property Descriptions\140573-010 Christ Community PDE.docx

DRAFT

7.V.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A DEED OF DEDICATION FOR RIGHT-OF-WAY FROM GRANTOR CHRIST COMMUNITY EVANGELICAL FREE CHURCH, FOR PROPERTY LOCATED ON THE NORTHWEST CORNER AT 143RD STREET AND KENNETH ROAD, TRACT 19, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR LANE TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantor Christ Community Evangelical Free Church has executed a Deed of Dedication for Right-of-Way, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Deed of Dedication for Right-of-Way.

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

SECTION ONE: That the Governing Body hereby accepts the Deed of Dedication for Right-of-Way, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

DEED OF DEDICATION OF RIGHT OF WAY

KNOW ALL PERSONS BY THESE PRESENTS, That this Deed, made and entered into this 8th day of October, 2018, by and between Christ Community Evangelical Free Church, and for its successors and assigns ["Grantor"], and the CITY OF LEAWOOD, Johnson County, State of Kansas, ["Grantee"].

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars [$10.00] and other good and valuable considerations, sufficiency and receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee forever the following described real estate lying and situated in the County of Johnson, State of Kansas, to wit:

SEE ATTACHED EXHIBIT 'A' (the "PROPERTY")

TO HAVE AND TO HOLD THE same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the Grantee shall use said real estate in the construction, improvement, reconstruction, and maintenance of a public right-of-way and other public uses and ways, and should said right-of-way or any part thereof be vacated, the same shall revert to Grantor, or its successors or assigns in accordance with Kansas law regarding right-of-way.

And the Grantor on its behalf and for its successors, and assigns, does hereby covenant, promise, and agree to and with said Grantee that, at the delivery of these presents, it is lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every encumbrance whatsoever, except those filed of record as of this date, and that Grantor(s) will forever warrant and defend the same unto the Grantee or its assigns forever, against all and any lawful claim of all and any persons whomsoever lawfully claiming or to claim the same by, though or under Grantor but none other.

Grantor on its behalf and for its successors or assigns, hereby waives and releases Grantee from any and all claims for damages or compensation, whether now or in the future, arising by reason of the use of said real estate, for the purposes herein described. This waiver and release does not include negligent or willful misconduct.

In accepting this conveyance, Grantee agrees that all work within the right of way and surrounding areas shall be in accordance with design or construction project plans on file with and approved by Grantee. Such are available for review at 4800 Town Center Drive, Leawood, Kansas 66211.

IN WITNESS WHEREOF, said Grantor has hereunto set hand and seal the day and year first above written.

Mark G Askins

FOR Christ Community Evangelical Free Church

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 8th day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State, came Mark G. Askins, holding the position of ~~Executive Pastor~~ for Grantor who is personally known to me to be the same person — who executed the within instrument of writing, and duly acknowledged the execution of the same to be the free act and deed of Grantor.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal; the day and year last above written.

Esther R Decker

NOTARY PUBLIC

NOTARY PUBLIC STATE OF KANSAS | ESTHER R. DECKER My Appt. Exp. 12/12/20

My Term Expires:
12/12/2020

Exhibit 'A'

October 3, 2017

LEGAL DESCRIPTION
ADDITIONAL WEST 143rd STREET AND KENNETH ROAD RIGHTS-OF-WAY
LOCATED IN PART OF THE SOUTHEAST QUARTER
OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Christ Community Evangelical Free Church

A tract of land in Leawood, Johnson County, Kansas, being a portion of that certain parcel of land legally described and set forth in the Kansas Warranty Deed filed February 04, 2004 in the Office of the Register of Deeds for said County and State in Book 200402 at Page 001654. Said tract of land being situate in the Southeast Quarter of Section 34, Township 13 South, Range 25 East in said City, County and State and being more particularly described as follows:

Commencing at the Southeast corner of said Section 34; thence South 87 degrees 47 minutes 29 seconds West (South 89 degrees 47 minutes 03 seconds West, Deed) along the South line of said Section 34, a distance of 83.88 feet; thence North 02 degrees 12 minutes 31 seconds West, perpendicular to the last described course, a distance of 50.00 feet to a point on the North right-of-way line of West 143rd Street as now established Fifty (50) feet wide by the Deed of Dedication filed September 11, 1996 in the aforesaid Office of the Register of Deeds in Book 4985 at Page 485, being also a point on the South line of the parcel of land described in the aforesaid Kansas Warranty Deed and the Point of Beginning of the tract of land to be herein described; thence North 87 degrees 47 minutes 29 seconds East (North 89 degrees 47 minutes 03 seconds East, Deed) along the South line of the parcel of land described in said Kansas Warranty Deed, being also along the North right-of-way line of said West 143rd Street, and being along a line 50.00 feet North of and parallel with the South line of said Section 34, a distance of 44.05 feet to the Southeast corner of that parcel of land described in said Kansas Warranty Deed, being also the intersection of the North right-of-way line of said West 143rd Street with the West right-of-way line of Kenneth Road as now established Forty (40) feet West of the East line of said Section 34 as measured perpendicular to the East line thereof; thence North 02 degrees 01 minute 14 seconds West (North 00 degrees 01 minute 31 seconds West, Deed) along the East line of the parcel of land described in said Kansas Warranty Deed, being also along the West right-of-way line of said Kenneth Road, and being along a line 40.00 feet West of and parallel with the East line of said Section 34, a distance of 410.13 feet to a point 460.00 feet North of the Southeast corner of the Southeast Quarter of said Section 34 as measured along the East line of the

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone (913) 888-7800
Fax (913) 888-7868

Southeast Quarter thereof; thence South 87 degrees 58 minutes 46 seconds West, perpendicular to the East line of said Section 34 and now departing from the East line of the parcel of land described in said Kansas Warranty Deed and the West right-of-way line of said Kenneth Road, a distance of 10.00 feet; thence South 02 degrees 01 minute 14 seconds East (South 00 degrees 01 minute 31 seconds East, Deed) along a line Fifty (50) feet West of and parallel with the East line of said Section 34, a distance of 377.88 feet; thence South 44 degrees 24 minutes 11 seconds West, 47.00 feet to the Point of Beginning.

The above described tract of land contains 4,651 square feet, more or less.

ROBERT CRAIG SANDLIN
LICENSED
LS-1602
KANSAS
LAND SURVEYOR
10/15/17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone (913) 888-7800
Fax (913) 888-7868

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ACQUISITION AGREEMENT
CITY OF LEAWOOD, KANSAS

This agreement made and entered into this 8th day of October, 2018, by and between **Christ Community Evangelical Free Church**, hereinafter called the **Owner** and the City of Leawood, Kansas, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached documents

2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of $30,450.00 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.

3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of $4,300.00, which is full compensation for the cost to cure items described below:

4-3" diameter trees ($200/ea); 7-misc. trees ($500/ea)

4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or Owner's objections to the same.

5. Total compensation to be paid by the City to the Owner (Offer is contingent upon Governing Body approval):

Total Right-of-Way / Permanent Easement	$20,200.00
Total Temporary Construction Easement	$10,250.00
Total Cost to Cure	$4,300.00
TOTAL COMPENSATION DUE OWNER	$34,750.00

12,559 Deed
675 perm E
6968 utility,
20,200

Return to Agenda

Staff Review

7.W.

Fact Sheet

SUBJECT: **RESOLUTION TO ACCEPT PERMANENT EASEMENT FOR THE IMPROVEMENT PROJECT TO MISSION ROAD, 84TH TO 95TH**

NOVEMBER 5, 2018

DISCUSSION

The Public Works Department is requesting a Resolution for acceptance of a Permanent Easement for property along Mission Road in connection to the Improvements to Mission Road from 84th to 95th Street.

The property owners below have signed their document for a Permanent Utility Easement donation. The easement is required with road & sidewalk improvements planned for the area.

Permanent Utility Easement
Grantors: Mark A. and Linda A. Blomeyer
All the West 16.00 feet of Lot 1394, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 2,240 square feet more or less.
Tract 3-3520 W 93rd Street

The Department of Public Works requests that the Governing Body accept the Permanent Easement so that the easement can be recorded at Johnson County's Clerk office.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Easement and Approve Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

Recording fees

FUND SOURCES

Project 72074

DRAFT

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT FROM GRANTORS MARK A. AND LINDA A. BLOMEYER, FOR PROPERTY LOCATED AT 3520 W. 93RD STREET, PERTAINING TO THE MISSION ROAD IMPROVEMENT PROJECT BETWEEN 84TH STREET AND 95TH STREET [CARS PROJECT # 72074]

WHEREAS, the Grantors Mark A. and Linda A. Blomeyer have executed a Permanent Utility Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Utility Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Utility Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Mark A and Linda A Blomeyer ["Grantors"], in consideration of the sum of Ten Dollars [$10.00] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the CITY OF LEAWOOD, KANSAS, a Kansas Municipal Corporation ["Grantee"], its successors and assigns, forever a perpetual easement over, under and through the following described real property of the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables, underground wires, ducts and similar facilities and appurtenances thereto upon, over and under the ground in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement together with the right of access to the easement and over the easement for such purposes, to wit:

SEE ATTACHED EXHIBIT 'A' [the "Easement Property"]

This grant is a permanent easement for the purpose aforestated and full consideration therefore is acknowledged and is granted and accepted upon the following conditions:

1. Grantors, their heirs, executors, administrators, successors and assigns hereby releases Grantee, it agents and employees and assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, and construction and maintenance of said utilities, provided that Grantee shall, as soon as practicable after construction of said utilities in accordance with the plans of file with the City of Leawood, 4800 Town Center Drive, Leawood, Kansas, and any subsequent construction, alterations and repairs thereto, restore all property of Grantor to a neat and presentable condition.

2. It is under stood by Grantors that the utilities constructed hereunder shall, in every respect be a public utility as if laid in one of the dedicated streets of the Grantee, and all property abutting thereon shall have the right to connect therewith under the same conditions as if the utilities were in a public street; and Grantee, or any abutting property owners, upon permit from the Grantee shall have the right at all times to enter upon the Easement Property for the purpose of making any necessary repair to or renewals for replacement of the utilities.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantors, their heirs, successors and assigns from the use of the Easement Property with respect to the construction and maintenance of property improvements along and over the Easement property provided that the same are so construed as not to impair the strength or interfere with the use and maintenance of said utilities.

4. All users of the easement shall bore their facilities within this Easement (open-cut, trenching, junction boxes, manholes or placing above ground cabinets is not allowed without prior approval of the City), restore, replace, and repair the ground, grasses, fences, and all permitted improvements thereon, if

any to the condition(s) existing immediately prior to the beginning of construction. Additionally, all users of this easement agree to comply with all ordinances of the City of Leawood regulating the use of municipal easements and rights of way.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property and shall be recorded.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 27th day of September, 2018.

GRANTORS

Mark A Blomeyer

Linda A Blomeyer

ACKNOWLEDGMENT

State of Kansas)
) Ss.
County of Johnson)

On this 27th day of September, 2018, before me a Notary Public, Mark A. Blomeyer and Linda A Blomeyer to me personally known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires 12/31/2020

Notary Public

BRIAN W. SCOVILL
Notary Public - State of Kansas
My Appt. Expires 12/31/2020

Tract 3 – 3520 W. 93rd Street
Permanent Utility Easement
2018 CARS MIRD0006
Affinis Corp No. 17-0001.04

Attachment "A"

Permanent Utility Easement

All the West 16.00 feet of Lot 1394 LEAWOOD, a subdivision of record in the City of Leawood, Johnson County, Kansas.

Containing 2,240 square feet, more or less.

Easement description prepared by:
Jonathan Aubrey Meyer, PLS 1579
Affinis Corp
8900 Indian Creek Parkway, Ste 450
Overland Park, Kansas 66210

JONATHAN AUBREY MEYER
LICENSED
1579
KANSAS
LAND SURVEYOR

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Staff Review

7.X.

Fact Sheet

SUBJECT: **RESOLUTION TO ACCEPT PERMANENT EASEMENT FOR THE IMPROVEMENT PROJECT TO MISSION ROAD, 84TH TO 95TH**

NOVEMBER 5, 2018

DISCUSSION

The Public Works Department is requesting a Resolution for acceptance of a Permanent Easement for property along Mission Road in connection to the Improvements to Mission Road from 84th to 95th Street.

The property owners below have signed their document for a Permanent Utility Easement donation. The easement is required with road & sidewalk improvements planned for the area.

Permanent Utility Easement

Grantors: Robert M. Grabowski and Megan E. McDermott

All the West 16.00 feet of Lot 1438, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 2,288 square feet more or less.

Tract 6-3537 W 92nd Terrace

The Department of Public Works requests that the Governing Body accept the Permanent Easement so that the easement can be recorded at Johnson County's Clerk office.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Easement and Approve Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

Recording fees

FUND SOURCES

Project 72074

DRAFT

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT FROM GRANTORS ROBERT M. GRABOWSKI AND MEGAN E. MCDERMOTT, FOR PROPERTY LOCATED AT 3537 W. 92ND TERRACE, PERTAINING TO THE MISSION ROAD IMPROVEMENT PROJECT BETWEEN 84TH STREET AND 95TH STREET [CARS PROJECT # 72074]

WHEREAS, the Grantors Robert M. Grabowski and Megan E. McDermott have executed a Permanent Utility Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Utility Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Utility Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Robert M Grabowski and Megan E McDermott ["Grantors"], in consideration of the sum of Ten Dollars [$10.00] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the CITY OF LEAWOOD, KANSAS, a Kansas Municipal Corporation ["Grantee"], its successors and assigns, forever a perpetual easement over, under and through the following described real property of the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables, underground wires, ducts and similar facilities and appurtenances thereto upon, over and under the ground in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement together with the right of access to the easement and over the easement for such purposes, to wit:

SEE ATTACHED EXHIBIT 'A' [the "Easement Property"]

This grant is a permanent easement for the purpose aforestated and full consideration therefore is acknowledged and is granted and accepted upon the following conditions:

1. Grantors, their heirs, executors, administrators, successors and assigns hereby releases Grantee, it agents and employees and assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, and construction and maintenance of said utilities, provided that Grantee shall, as soon as practicable after construction of said utilities in accordance with the plans of file with the City of Leawood, 4800 Town Center Drive, Leawood, Kansas, and any subsequent construction, alterations and repairs thereto, restore all property of Grantor to a neat and presentable condition.

2. It is under stood by Grantors that the utilities constructed hereunder shall, in every respect be a public utility as if laid in one of the dedicated streets of the Grantee, and all property abutting thereon shall have the right to connect therewith under the same conditions as if the utilities were in a public street; and Grantee, or any abutting property owners, upon permit from the Grantee shall have the right at all times to enter upon the Easement Property for the purpose of making any necessary repair to or renewals for replacement of the utilities.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantors, their heirs, successors and assigns from the use of the Easement Property with respect to the construction and maintenance of property improvements along and over the Easement property provided that the same are so construed as not to impair the strength or interfere with the use and maintenance of said utilities.

4. All users of the easement shall bore their facilities within this Easement (open-cut, trenching, junction boxes, manholes or placing above ground cabinets is not allowed without prior approval of the City), restore, replace, and repair the ground, grasses, fences, and all permitted improvements thereon, if

any to the condition(s) existing immediately prior to the beginning of construction. Additionally, all users of this easement agree to comply with all ordinances of the City of Leawood regulating the use of municipal easements and rights of way.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property and shall be recorded.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 8th day of October, 2018.

GRANTORS

Robert M Grabowski

Megan E McDermott

ACKNOWLEDGMENT

State of Kansas)
) Ss.
County of Johnson)

On this 8th day of October, 2018, before me a Notary Public, Robert M Grabowski and Megan E McDermott to me personally known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires 12/31/2020

Notary Public

BRIAN W. SCOVILL
Notary Public - State of Kansas
My Appt. Expires 12/31/2020

Tract 6 – 3537 W. 92nd Terrace
Permanent Utility Easement
2018 CARS MIRD0006
Affinis Corp No. 17-0001.04

Attachment "A"

Permanent Utility Easement

All the West 16.00 feet of Lot 1438 LEAWOOD, a subdivision of record in the City of Leawood, Johnson County, Kansas.

Containing 2,288 square feet, more or less.

JONATHAN AUBREY MEYER
LICENSED
LS-1579
4-6-16
KANSAS
LAND SURVEYOR

Easement description prepared by:
Jonathan Aubrey Meyer, PLS 1579
Affinis Corp
8900 Indian Creek Parkway, Ste 450
Overland Park, Kansas 66210

Return to Agenda

Staff Review

7.Y.

Fact Sheet

SUBJECT: **RESOLUTION TO ACCEPT PERMANENT EASEMENT FOR THE IMPROVEMENT PROJECT TO MISSION ROAD, 84TH TO 95TH**

NOVEMBER 5, 2018

DISCUSSION

The Public Works Department is requesting a Resolution for acceptance of a Permanent Easement for property along Mission Road in connection to the Improvements to Mission Road from 84th to 95th Street.

The property owner has signed their document for a Permanent Utility Easement donation. The easement is required with road & sidewalk improvements planned for the area.

Permanent Utility Easement
Grantor/s: Frank P. Begley Rev Trust
(Shirley J. Begley (successor) of the Frank P. Begley Rev Trust)
All the West 16.00 feet of Lot 1462, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 2,326 square feet more or less.
Tract 4-3539 W 92nd Place

The Department of Public Works requests that the Governing Body accept the Permanent Easement so that the easement can be recorded at Johnson County's Clerk office.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Easement and Approve Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position
- ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

Recording fees

FUND SOURCES

Project 72074

DRAFT

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT FROM GRANTOR FRANK P. BEGLEY REVOCABLE TRUST, FOR PROPERTY LOCATED AT 3539 W. 92nd PLACE, PERTAINING TO THE MISSION ROAD IMPROVEMENT PROJECT BETWEEN 84TH STREET AND 95TH STREET [CARS PROJECT # 72074]

WHEREAS, the Grantor Frank P. Begley Revocable Trust has executed a Permanent Utility Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Utility Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Utility Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Frank P Begley Rev Trust ["Grantor"], in consideration of the sum of Ten Dollars [$10.00] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the CITY OF LEAWOOD, KANSAS, a Kansas Municipal Corporation ["Grantee"], its successors and assigns, forever a perpetual easement over, under and through the following described real property of the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables, underground wires, ducts and similar facilities and appurtenances thereto upon, over and under the ground in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement together with the right of access to the easement and over the easement for such purposes, to wit:

SEE ATTACHED EXHIBIT 'A' [the "Easement Property"]

This grant is a permanent easement for the purpose aforestated and full consideration therefore is acknowledged and is granted and accepted upon the following conditions:

1. Grantor, their heirs, executors, administrators, successors and assigns hereby releases Grantee, it agents and employees and assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, and construction and maintenance of said utilities, provided that Grantee shall, as soon as practicable after construction of said utilities in accordance with the plans of file with the City of Leawood, 4800 Town Center Drive, Leawood, Kansas, and any subsequent construction, alterations and repairs thereto, restore all property of Grantor to a neat and presentable condition.

2. It is under stood by Grantor that the utilities constructed hereunder shall, in every respect be a public utility as if laid in one of the dedicated streets of the Grantee, and all property abutting thereon shall have the right to connect therewith under the same conditions as if the utilities were in a public street; and Grantee, or any abutting property owners, upon permit from the Grantee shall have the right at all times to enter upon the Easement Property for the purpose of making any necessary repair to or renewals for replacement of the utilities.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, their heirs, successors and assigns from the use of the Easement Property with respect to the construction and maintenance of property improvements along and over the Easement property provided that the same are so construed as not to impair the strength or interfere with the use and maintenance of said utilities.

4. All users of the easement shall bore their facilities within this Easement (open-cut, trenching, junction boxes, manholes or placing above ground cabinets is not allowed without prior approval of the City), restore, replace, and repair the ground, grasses, fences, and all permitted improvements thereon, if any to the condition(s) existing immediately prior to the beginning of construction. Additionally, all users of this easement agree to comply with all ordinances of the City of Leawood regulating the use of municipal easements and rights of way.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property and shall be recorded.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 20 day of September, 2018.

GRANTOR

Shirley J. Begley

Frank P Begley Rev Trust

ACKNOWLEDGMENT

State of Kansas)

) Ss.

County of Johson)

On this 20 day of September, 2018 before me a Notary Public, Shirley J. Begley to me personally known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires 12/31/2020

Notary Public

BRIAN W. SCOVILL
Notary Public - State of Kansas
My Appt. Expires

Tract 4 – 3539 W. 92nd Place
Permanent Utility Easement
2018 CARS MIRD0006
Affinis Corp No. 17-0001.04

Attachment "A"

Permanent Utility Easement

All the West 16.00 feet of Lot 1462 LEAWOOD, a subdivision of record in the City of Leawood, Johnson County, Kansas.

Containing 2,326 square feet, more or less.

Easement description prepared by:
Jonathan Aubrey Meyer, PLS 1579
Affinis Corp
8900 Indian Creek Parkway, Ste 450
Overland Park, Kansas 66210

JONATHAN AUBREY MEYER
LICENSED
1579
4-6-18
KANSAS
LAND SURVEYOR

FRANK P. BEGLEY

REVOCABLE TRUST AGREEMENT

I, **FRANK P. BEGLEY**, of Leawood, Kansas, hereby transfer to myself, as trustee, the property identified in the attached Schedule of Property. I have also caused or will cause the death benefits under the insurance policies on my life identified in the attached Schedule of Insurance to be made payable to the trustee. The trust property so identified, all rights as beneficiary of those policies, the proceeds of those policies when received, any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE I

This instrument, and the initial trust hereby evidenced, as from time to time amended, may be designated the **"FRANK P. BEGLEY TRUST AGREEMENT DATED APRIL** 6th **, 1999."**

ARTICLE II

Commencing as of the date of this instrument and during my life, the trustee shall administer the trust principal and any net income thereof as follows:

A. The trustee shall distribute to me or apply for my benefit such amounts of net income and principal, even to the extent of exhausting principal, as the trustee believes desirable from time to time for the health, support in reasonable comfort,

best interests, and welfare of **SHIRLEY J. BEGLEY** ("my spouse") and me, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee.

B. In addition, the trustee shall distribute to me or others such amounts of net income and principal as I, if not disabled as determined under paragraph C of this Article, may from time to time direct in writing.

C. The decision as to whether at any time or from time to time I am disabled for purposes of paragraph B of this Article because advanced age, illness, or other cause has impaired my ability to transact ordinary business shall be made by a majority of my spouse and my children who are then legally competent with the concurring opinion of a physician who has examined or treated me within the prior three months. During any period in which I am determined to be disabled hereunder, I may be prohibited from making withdrawals pursuant to paragraph B of this Article by written instrument signed by that majority and that physician and delivered to me and to the trustee then acting hereunder. During any period in which I am determined to be disabled hereunder, I shall also be deemed to be deceased for all purposes of Article VIII of this instrument.

person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.

E. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Missouri.

ARTICLE VIII

A. Any trustee may resign at any time by giving prior written notice to me, if I am then living, or if I am not then living, to the beneficiary or beneficiaries to whom the current trust income may or must then be distributed.

B. Except as otherwise provided in paragraphs D and E of this Article, if I cease to act as trustee hereunder for any reason then the following persons shall succeed me in the order listed:

1. My wife, **SHIRLEY J. BEGLEY;**
2. My daughter, **ALISON J. SCHISSLER;**
3. My son, **JOHN M. BEGLEY.**

If any successor trustee appointed as hereinafter provided ceases to act as trustee hereunder for any reason, or is removed as Trustee by a majority of those who are then beneficiaries hereunder, the person or persons indicated in paragraph F of this Article shall, by written instrument, appoint any person, or any

any corporate trustee acting hereunder, or others) using the policies as security, to surrender the policies for cash, to receive dividends and all other payments available to the owner, and to withdraw any policies held by the trustee (in which event the trustee shall have no duty to seek their return).

B. I reserve the right from time to time during my life, by written instrument delivered to the trustee, to amend or revoke this instrument in whole or in part; provided, however, that no amendment may substantially increase the duties of the trustee or decrease trustee compensation without the written consent of the trustee, and if this instrument is completely revoked, all trust property and policies of insurance held by the trustee shall be transferred and delivered to me or as I may otherwise direct in writing.

I now sign this trust agreement on _____, 1999.

_____
FRANK P. BEGLEY,
Settlor and Trustee

STATE OF MISSOURI,)
) ss.
COUNTY OF JACKSON.)

On this 6th day of APRIL, 1999 before me personally appeared **FRANK P. BEGLEY,** known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last above written.

Jacklyn M. Rapp
Notary Public in and for said County and State.

My term expires:
8-28-02

RFRNT\BEGLEY-F.TRU

JACKLYN M. RAPP
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Aug. 28, 2002

JACKLYN M. RAPP
NOTARY SEAL
NOTARY PUBLIC

Return to Agenda

Staff Review

7.Z.+ 7.AA.

Fact Sheet

SUBJECT: **RESOLUTIONS TO ACCEPT DEED OF DEDICATION AND TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY AT 151ST STREET & MISSION ROAD**

NOVEMBER 5, 2018

DISCUSSION

The Public Works Department is requesting Resolutions for acceptance of a Temporary Construction Easement and a Deed of Dedication for Right of Way in order to install left turn lanes at 151st & Mission Road.

The Public Works Department is currently under contract with O'Donnell & Sons Construction, working on the Mill & Overlay for the area of 151st & Mission.

The owner, Leawood Land Company, LLC, has signed the easements and approved an offer for the Deed of Dedication of $12,121.00. Value was calculated using comparable values of recent 143rd Street takings.

The Deed of Dedication for Right of Way will be included in the year end GASB-34 Inventory.

The Department of Public Works requests that the Governing Body accept the Temporary Construction Easement and Deed of Dedication of Right of Way to the City and authorize the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Easement and Deed and Approve Resolutions

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$12,121.00 Land value of Right of Way

FUND SOURCES

Leawood South Transportation Funds / Project 72068

DRAFT

7.2.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A DEED OF DEDICATION FOR RIGHT-OF-WAY FROM GRANTOR LEAWOOD LAND COMPANY, LLC, FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER AT 151ST STREET & MISSION ROAD, PERTAINING TO THE ARTERIAL MILL AND OVERLAY PROJECT [PROJECT # 72068]

WHEREAS, the Grantor Leawood Land Company, LLC has executed a Deed of Dedication for Right-of-Way, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Deed of Dedication for Right-of-Way.

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

SECTION ONE: That the Governing Body hereby accepts the Deed of Dedication for Right-of-Way, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

DEED OF DEDICATION OF RIGHT OF WAY

KNOW ALL PERSONS BY THESE PRESENTS, That this Deed, made and entered into this 27 day of September, 2018 by and between Leawood Land Company, LLC, their heirs, successors and assigns ["Grantor"], and the CITY OF LEAWOOD, Johnson County, State of Kansas, ["Grantee"].

WITNESSETH:

That Grantors, in consideration of the sum of Ten Dollars [$10.00] and other good and valuable considerations, sufficiency and receipt of which is hereby acknowledged, by these presents do/does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee forever the following described real estate lying and situated in the County of Johnson, State of Kansas, to wit:

SEE ATTACHED EXHIBIT "A" (the "PROPERTY")

TO HAVE AND TO HOLD THE same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the Grantee shall use said real estate in the construction, improvement, reconstruction, and maintenance of a public right-of-way and other public uses and ways, and should said right-of-way or any part thereof be vacated, the same shall revert to Grantors, his/her/its heirs, executors, administrators, successors, or assigns in accordance with Kansas law regarding right-of-way.

And the Grantors for its/their/his/her heirs, executors, administrators, successors, and assigns, does hereby covenant, promise, and agree to and with said Grantee that, at the delivery of these presents, it/he/she/they is/are lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free

and clear of and from all and every encumbrance whatsoever, except those filed of record as of this date, and that Grantor(s) will forever warrant and defend the same unto the Grantee or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

Grantors for his/her/its/their heirs, executors, administrators, successors or assigns, hereby waive and release to Grantee any and all claims for damages or compensation, whether now or in the future, arising by reason of the use of said real estate, for the purposes herein described.

Grantors hereby agree that Grantors shall pay any special assessments or installments thereof, matured or unmatured, on said premises hereby granted, and that Grantee shall not be liable in any way for the payment thereof. Grantors further agree that the proper Governing Body may release the premise granted from any special assessment to the remainder of the property adjacent to the premises hereby granted by Grantor.

In accepting this conveyance, Grantee agrees that all work within the right of way and surrounding areas shall be in accordance with design or construction project plans on file with and approved by Grantee. Such are available for review at 4800 Town Center Drive, Leawood, Kansas 66211.

IN WITNESS WHEREOF, said Grantor(s) has hereunto set hand and seal the day and year first above written.

Mark R Simpson

Leawood Land Company, LLC Manager

LLC ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 26 day of September, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R Simpson Manager [Position] of Leawood Land Company LLC a Limited Liability Company duly formed under the provisions of the KS [state] Limited Liability Company Act, who is personally known to me to be such Manager [position] and who is personally known to me to be the same person who executed as such the within instrument on behalf of said company, and such persons duly acknowledged the execution of the same to be the free act and deed of said company, Leawood Land Co LLC.

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

Shellee Lyn Sanders-Baker
Notary Public

My appointment expires 3-29-21

SHELLEE LYN SANDERS-BAKER
NOTARY
My Appt. Expires
3-29-21
PUBLIC
STATE OF KANSAS

EXHIBIT "A"

PERMANENT RIGHT-OF-WAY EASEMENT

DESCRIPTION:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 25 EAST, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE S 2°04'56" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 29.81 FEET; THENCE N 87°55'04" E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 151ST STREET, AND THE EAST RIGHT-OF-WAY LINE OF MISSION ROAD, BOTH AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 87°38'42" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 151ST STREET, A DISTANCE OF 395.00 FEET; THENCE S 84°12'45" W, A DISTANCE OF 250.52 FEET; THENCE S 87°38'42" W, 45.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 145.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID MISSION ROAD; THENCE N 2°04'56" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MISSION ROAD, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,050 SQUARE FEET, MORE OR LESS.

9-26-18

DRAFT

7.AA.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTOR LEAWOOD LAND COMPANY, LLC, FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER AT 151ST STREET & MISSION ROAD, PERTAINING TO THE ARTERIAL MILL AND OVERLAY PROJECT [PROJECT # 72068]

WHEREAS, the Grantor Leawood Land Company, LLC has executed a Temporary Construction Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Temporary Construction Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Temporary Construction Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 27 day of September, 2018, Leawood Land Company, LLC ["Grantor"], for their heirs, successors and assigns, as owners of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED EXHIBIT "A" (the "Easement Property")

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting the 151st Street and Mission Road Intersection ["Improvements"], as shown by the plans of said Improvements a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date of its execution, as shown below and shall expire at the earlier of one (1) year after completion of the construction project or 36 months after commencement.

Grantee, hereby agrees to restore the Easement Property to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change, all in accordance with Grantee's design and or construction project plans.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTOR

Mark R Simpson

Leawood Land Company, LLC Manager

LLC ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 27 day of September, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R Simpson, _____ [Position] of Manager - Leawood Land Co, LLC a Limited Liability Company duly formed under the provisions of the KS [state] Limited Liability Company Act, who is personally known to me to be such Manager [position] and who is personally known to me to be the same person who executed as such the within instrument on behalf of said company, and such persons duly acknowledged the execution of the same to be the free act and deed of said company, Leawood Land Company, LLC

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

Shellee Lyn Sanders-Baker
Notary Public

My appointment expires 3-29-21

SHELLEE LYN SANDERS-BAKER
NOTARY PUBLIC
My Appt. Expires 3-29-21
STATE OF KANSAS

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 25 EAST, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE S 2°04'56" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 44.81 FEET; THENCE N 87°55'04" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MISSION ROAD, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 87°38'42" E, 45.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 145.00 FEET; THENCE N 84°12'45" E, A DISTANCE OF 250.52 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 151ST STREET, AS NOW ESTABLISHED; THENCE S 4°04'17" E, A DISTANCE OF 5.00 FEET; THENCE S 84°12'45" W, A DISTANCE OF 250.52 FEET; THENCE S 87°38'42" W, 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 145.18 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID MISSION ROAD; THENCE N 2°04'56" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MISSION ROAD, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,978 SQUARE FEET, MORE OR LESS.

9-26-18

Return to Agenda

Staff Review

7.BB.

Fact Sheet

SUBJECT: **RESOLUTION TO ACCEPT PERMANENT EASEMENT FOR THE RESERVE AT MISSION WOODS STRUCTURE 102 DEVELOPMENT**

NOVEMBER 5, 2018

DISCUSSION

The Public Works Department is requesting a Resolution for acceptance of a Permanent Utility Easement for property near 103rd & Mission Road. The easement is required in order to provide protection to a utility pipe in the Reserve at Mission Woods Structure 102.

The property owners below have signed the document for a Permanent Utility Easement donation.

Permanent Utility Easement

Grantors:

Michael B. Field and Ann Christine Field

Part of Lot 7 as platted in LEAWOOD EAST, a subdivision in the City of Leawood, Kansas containing 0.0038 acres more or less.

The Department of Public Works requests the Governing Body accept the Permanent Easement so that the easement can be recorded at Johnson County's Clerk office.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Easement and Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position
- ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

Recording fees

FUND SOURCES

General Fund/Recording fees/prof services.

DRAFT

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT FROM GRANTORS MICHAEL B. FIELD AND ANN CHRISTINE FIELD, FOR PROPERTY LOCATED AT APPROXIMATELY 103rd STREET AND MISSION ROAD, LEAWOOD EAST SUBDIVISION, LOT 7

WHEREAS, the Grantors Michael B. Field and Ann Christine Field have executed a Permanent Utility Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Utility Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Utility Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Michael B. Field and Ann Christine Field ["Grantors"], in consideration of the sum of Ten Dollars [$10.00] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the CITY OF LEAWOOD, KANSAS, a Kansas Municipal Corporation ["Grantee"], its successors and assigns, forever a perpetual easement over, under and through the following described real property of the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables, underground wires, ducts and similar facilities and appurtenances thereto upon, over and under the ground in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement together with the right of access to the easement and over the easement for such purposes, to wit:

SEE ATTACHED EXHIBIT "A" [the "Easement Property"]

This grant is a permanent easement for the purpose aforestated and full consideration therefore is acknowledged and is granted and accepted upon the following conditions:

1. Grantors, their heirs, executors, administrators, successors and assigns hereby releases Grantee, it agents and employees and assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, and construction and maintenance of said utilities, provided that Grantee shall, as soon as practicable after construction of said utilities in accordance with the plans of file with the City of Leawood, 4800 Town Center Drive, Leawood, Kansas, and any subsequent construction, alterations and repairs thereto, restore all property of Grantor to a neat and presentable condition.

2. It is understood by Grantors that the utilities constructed hereunder shall, in every respect be a public utility as if laid in one of the dedicated streets of the Grantee, and all property abutting thereon shall have the right to connect therewith under the same conditions as if the utilities were in a public street; and Grantee, or any abutting property owners, upon permit from the Grantee shall have the right at all times to enter upon the Easement Property for the purpose of making any necessary repair to or renewals for replacement of the utilities.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantors, their heirs, successors and assigns from the use of the Easement Property with respect to the construction and maintenance of property improvements along and over the Easement property provided that the same are so construed as not to impair the strength or interfere with the use and maintenance of said utilities.

4. All users of the easement shall bore their facilities within this Easement (open-cut, trenching, junction boxes, manholes or placing above ground cabinets is not allowed without prior approval of the City), restore, replace, and

repair the ground, grasses, fences, and all permitted improvements thereon, if any to the condition(s) existing immediately prior to the beginning of construction. Additionally, all users of this easement agree to comply with all ordinances of the City of Leawood regulating the use of municipal easements and rights of way.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property and shall be recorded.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 10th day of October, 2018.

GRANTORS:

Michael B. Field

Ann Christine Field

ACKNOWLEDGMENT

STATE OF KANSAS]

]ss.

COUNTY OF JOHNSON]

BE IT REMEMBERED, that on this 10TH day of October, 2018, before me the undersigned, a Notary Public in and for said County and State, came Michael B. Field and Ann Christine Field who are personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same on behalf of said entity.

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

NOTARY PUBLIC – State of Kansas
PETER H. DIEDRICH
My Appt. Exp. 8/28/2022

Notary Public

My appointment Expires: 8/28/2022

EXHIBIT "A"

Part of Lot 7 as platted in LEAWOOD EAST, a subdivision in the City of Leawood, Johnson County, Kansas being more particularly described as follows:

Commencing at the Southwest corner of said Lot 7; thence North 01 degrees 52 minutes 18 seconds West, along the West line of said Lot 7, a distance of 15.78 feet; thence North 88 degrees 07 minutes 42 seconds East a distance of 10.00 feet to the Point of Beginning; thence South 81 degrees 08 minutes 56 seconds East a distance of 30.11 feet; thence South 87 degrees 52 minutes 08 seconds West a distance of 29.58 feet; thence North 01 degrees 52 minutes 18 seconds West a distance of 5.74 feet to the Point of Beginning, and containing 0.0038 acres, more or less.

LOT 6
20' D/E
20' PD/E
10' U/E
7
EXISTING FENCE
REMOVE AND REPL
MATERIAL AND DES
REMOVE AND
202
102
103
15' D/E
10' U/E
101
ADDITIONAL UTILITY
EASEMENT NEEDED
9.00
EXIST. 25' U/E
MISSION FARMS, FIRST PLAT
11

Return to Agenda

Staff Review

Fact Sheet

7.CC.-
7.GG.

SUBJECT: **RESOLUTIONS TO ACCEPT EASEMENTS FOR THE 2018 CMP REPLACEMENT PROJECT**

NOVEMBER 5, 2018

DISCUSSION

The Public Works Department is requesting Resolutions for acceptance of Permanent and Temporary Easements required for property along the 2018 Corrugated Metal Pipe (CMP) Replacement Project.

The properties involved are in tracts of land owned by the Leawood South Townhouse Association, Inc. and lie north of Condolea Drive and west of Overbrook Road in the Leawood South Subdivision. The owner has signed the documents for Permanent Storm Sewer and Temporary Easement donations.

Temporary Construction Easement: All that part of Tract C-1, shown on a Certificate of Survey of Area 3, Tracts "E" and "F", LEAWOOD SOUTH, a subdivision in the City of Leawood, Kansas, containing 1,030 square feet more or less. [TRACT 1]

Temporary Construction Easement: All that part of Tract C-1, shown on a Certificate of Survey of Area 1, Tract "F", LEAWOOD SOUTH, a subdivision in the City of Leawood, Kansas, containing 2,607(collectively) sq. feet more or less. [TRACT 2]

Storm Sewer Easement: All that part of Tract C-1, shown on a Certificate of Survey of Area 3, Tracts "E" and "F", LEAWOOD SOUTH, a subdivision in the City of Leawood, Kansas, containing 353 square feet more or less. [TRACT 1]

Storm Sewer Easement: All that part of Tract C-1, shown on a Certificate of Survey of Area 1, Tract "F", LEAWOOD SOUTH, a subdivision in the City of Leawood, Kansas, containing 2,606(collectively) square feet more or less. [TRACT 2]

Storm Sewer Easement: All that part of Tract C-1, shown on a Certificate of Survey of Area 4, Tract "F" LEAWOOD SOUTH, a subdivision in the City of Leawood, Kansas, containing 232 square feet more or less [Tract 3]

The Department of Public Works requests that the Governing Body accept the easements so that they can be recorded at Johnson County's Clerk office.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Easements and Approve Resolutions for each

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

- ☐ For
- ☐ Against
- ☐ No position
- ☑ No Assignment

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

Recording fees

FUND SOURCES

Project 80255

DRAFT

7.CC.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTOR LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC., FOR PROPERTY LOCATED NORTH OF CONDOLEA DRIVE AND WEST OF OVERBROOK ROAD, LEAWOOD SOUTH SUBDIVISION, AREA 3, TRACT C-1, TRACTS E AND F, PERTAINING TO THE 2018 CMP REPLACEMENT PROJECT [PROJECT # 80255]

WHEREAS, the Grantor Leawood South Townhouse Association, Inc., has executed a Temporary Construction Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Temporary Construction Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Temporary Construction Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 15th day of August, 2018, Leawood South Townhouse Association, Inc ["Grantor"], for their heirs, successors and assigns, as owners of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED ATTACHMENT 'A' (the "Easement Property")

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting the 2018 CMP Replacement Project designed by Affinis Corp, a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date listed below and shall expire two (2) years after completion of the construction project.

Grantee, hereby agrees to restore the Easement Property to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change, all in accordance with Grantee's design and or construction project plans.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein, except for Grantee's obligation to restore the Easement Property.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTOR

Bernard F. Weinard, President
Leawood South Townhouse Association, Inc

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri)
)ss.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 15th day of August, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bernard F. Weinard, President of Leawood South Townhouse Association, Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas; who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said Corporation. Leawood South Townhouse Association, Inc.

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

Vickie R. Rehrer Notary Public

My commission expires 5/23/2020

VICKIE R. REHRER
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 12386401
Jackson County
My Commission Expires: May 23, 2020

Tract 1-No Site Address
Temporary Construction Easement
2018 CMP Replacement Project
Affinis Corp No. 17-0104.03

Attachment "A"

Temporary Construction Easement

All that part of Tract C-1 shown on a Certificate of Survey of Area 3, Tracts "E" and "F", LEAWOOD SOUTH, a survey of record on file with the Johnson County, Kansas Register of Deeds in Volume 858 at Page 412, located in the City of Leawood, Johnson County, Kansas, being described as follows:

Beginning at the Southeast corner of said Tract C-1, thence South 89°25'39" West, along the South line thereof, a distance of 78.19 feet; thence North 84°52'12" West, departing the South line of said Tract C-1, a distance of 52.98 feet; thence North 79°04'12" West a distance of 5.09 feet; thence North 89°35'48" West a distance of 8.00 feet; thence South 81°34'26" West a distance of 14.99 feet to the Southeast line of a 10-feet wide platted utility easement; thence North 43°49'24" East, along the Southeast line of said 10-feet wide platted utility easement, a distance of 21.32 feet; thence South 77°03'33" East, departing the Southeast line of said 10-feet wide platted utility easement, a distance of 58.74 feet; thence South 89°14'46" East a distance of 86.74 feet to the East line of said Tract C-1; thence Southerly, 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 00°47'31" East, a central angle of 0°12'40", a radius of 1,049.53 feet, and an arc distance of 3.87 feet to the Point of Beginning. Containing 1,030 square feet or 0.02 acres, more or less.

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

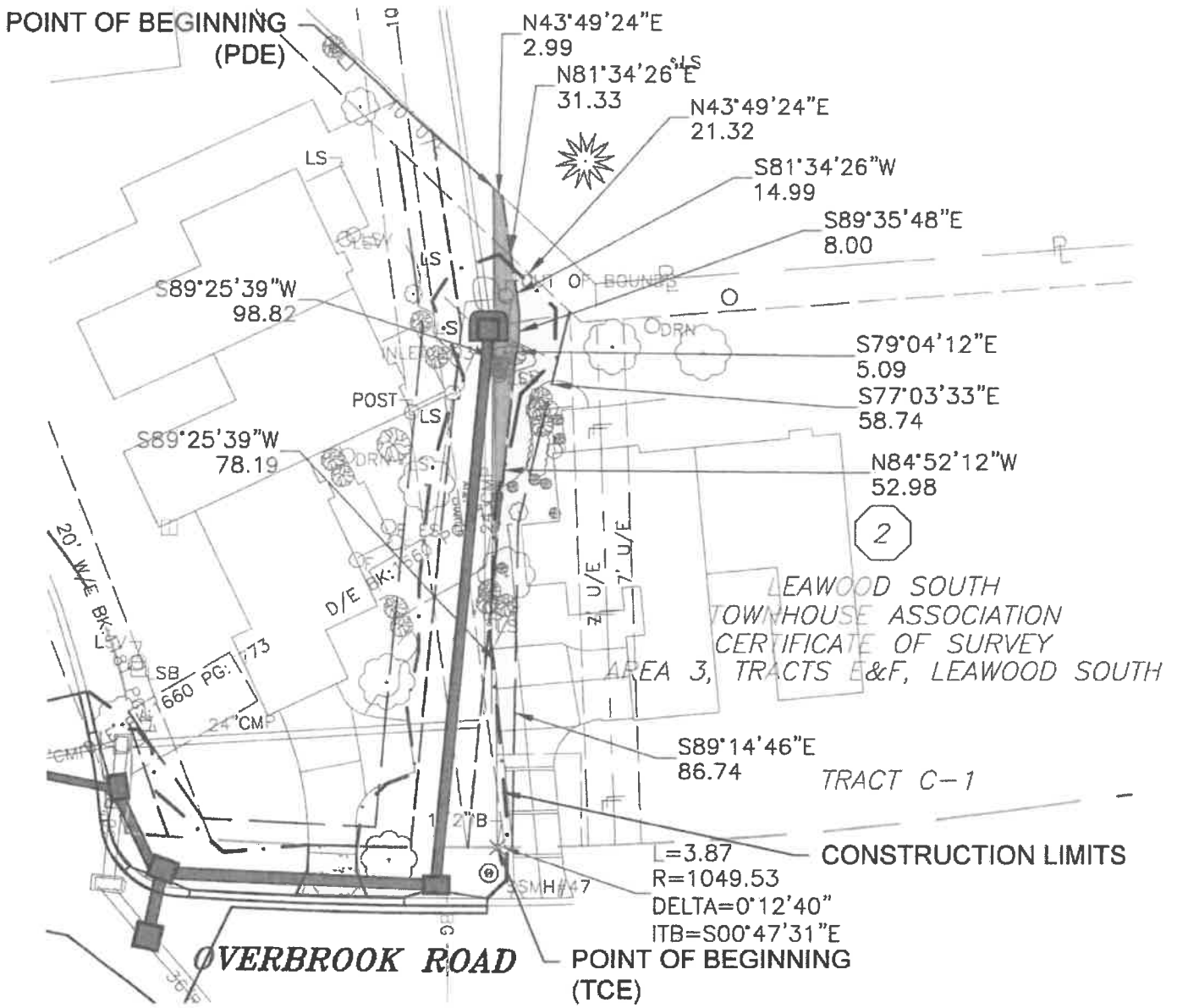
KELLAN M. GREGORY
LICENSED
LS-1577
1/17/18
KANSAS
LAND SURVEYOR

Easement description prepared by:
Kellan M. Gregory, KS PLS #1577
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210

Leawood South

Area 3, Tracts E and F, LEAWOOD SOUTH

No Site Address



LEGEND

T.C.E. = Temporary Construction Easement

P.D.E. = Permanent Drainage Easement

NORTH

40 20 0 40

SCALE IN FEET

Affinis corp 8900 Indian Creek Parkway, Suite 450 Overland Park, Kansas 66210 Phone: 913-239-1100 Toll Free: 877-527-5488 Fax: 913-239-1111 www.affinis.us	CITY OF LEAWOOD, KANSAS 2018 CMP REPLACEMENT PROJECT LEAWOOD, KANSAS TRACT MAP	Date: 01/17/2018 Drawn By: TDL Checked By: KMG Approved By: RLU File: TRACT 1 TM Job #17-0104.03	1 1 OF 1

DRAFT

7.DD.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTOR LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC., FOR PROPERTY LOCATED NORTH OF CONDOLEA DRIVE AND WEST OF OVERBROOK ROAD, LEAWOOD SOUTH SUBDIVISION, AREA 1, TRACT C-1, TRACT F, PERTAINING TO THE 2018 CMP REPLACEMENT PROJECT [PROJECT # 80255]

WHEREAS, the Grantor Leawood South Townhouse Association, Inc., has executed a Temporary Construction Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Temporary Construction Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Temporary Construction Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 15th day of August, 20___, Leawood South Townhouse Association, Inc ["Grantor"], for their heirs, successors and assigns, as owners of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED ATTACHMENT 'A' (the "Easement Property")

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting the 2018 CMP Replacement Project designed by Affinis Corp, a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date listed below and shall expire two (2) years after completion of the construction project.

Grantee, hereby agrees to restore the Easement Property to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change, all in accordance with Grantee's design and or construction project plans.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein, except for Grantee's obligation to restore the Easement Property.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTOR

Bernard F. Weinrand, President
Leawood South Townhouse Association, Inc

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri)
)ss.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 15th day of August, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bernard F. Weinrand, President of Leawood South Townhouse Association, Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas: who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said Corporation Leawood South Townhouse Association, Inc..

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

Vickie R. Rehrer Notary Public

My commission expires 5/23/2020

VICKIE R. REHRER
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 12386401
Jackson County
My Commission Expires: May 23, 2020

Tract 2-No Site Address
Temporary Construction Easement
2018 CMP Replacement Project
Affinis Corp No. 17-0104.03

Attachment "A"

Temporary Construction Easement

All those parts of Tract C-1 shown on a Certificate of Survey of Area 1, Tract "F", LEAWOOD SOUTH, a survey of record on file with the Johnson County, Kansas Register of Deeds in Volume 923 at Page 281, located in the City of Leawood, Johnson County, Kansas, being described as follows:

TCE 1: Beginning at the Northeast corner of said Tract C-1; thence South 89°25'39" West, along the North line of said Tract C-1, a distance of 78.20 feet; thence South 84°52'12" East, departing the North line of said Tract C-1, a distance of 78.56 feet to a point on the East line thereof; thence Northerly, along the East line of said Tract C-1, 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 0°09'17" West, a central angle of 0°25'34", a radius of 1,049.53 feet, and an arc distance of 7.81 feet to the Point of Beginning. Containing 305 square feet or 0.01 acres, more or less.

TCE 2: Commencing at the Southeast corner of said Tract C-1; thence Northerly, along the East line of said Tract C-1, around a curve to the left that has an initial tangent bearing of North 4°48'35" East, a central angle of 0°36'58", and a radius of 1,049.53 feet, an arc distance of 11.28 feet to the Point of Beginning; thence Northerly, continuing along the East line of said Tract C-1, around a curve to the left that is tangent with the exit of the last described course, having a central angle of 3°31'26", a radius of 1,049.53 feet, and an arc distance of 64.55 feet; thence North 84°52'05" West, departing the East line of said Tract C-1, a distance of 140.10 feet; thence South 81°33'51" West a distance of 37.50 feet to a point on the East line of a 10-feet wide platted utility easement; thence South 43°49'24" West, along the East line of said 10-feet wide platted utility easement, a distance of 16.34 feet; thence North 81°33'51" East, departing the East line of said 10-feet wide platted utility easement, a distance of 49.23 feet; thence South 84°52'05" East a distance of 134.32 feet; thence South 2°44'18" West a distance of 46.04 feet; thence South 55°39'59" West a distance of 34.75 feet to a point on the South line of said Tract C-1; thence Easterly, along the South line of said Tract C-1, 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 82°09'09" East, a central angle of 2°10'12", a radius of 95.19 feet, and an arc distance of 3.61 feet; thence North 71°11'52" East, departing the South line of said Tract C-1, a distance of 31.73 feet to the Point of Beginning. Containing 2,302 square feet or 0.05 acres, more or less.

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

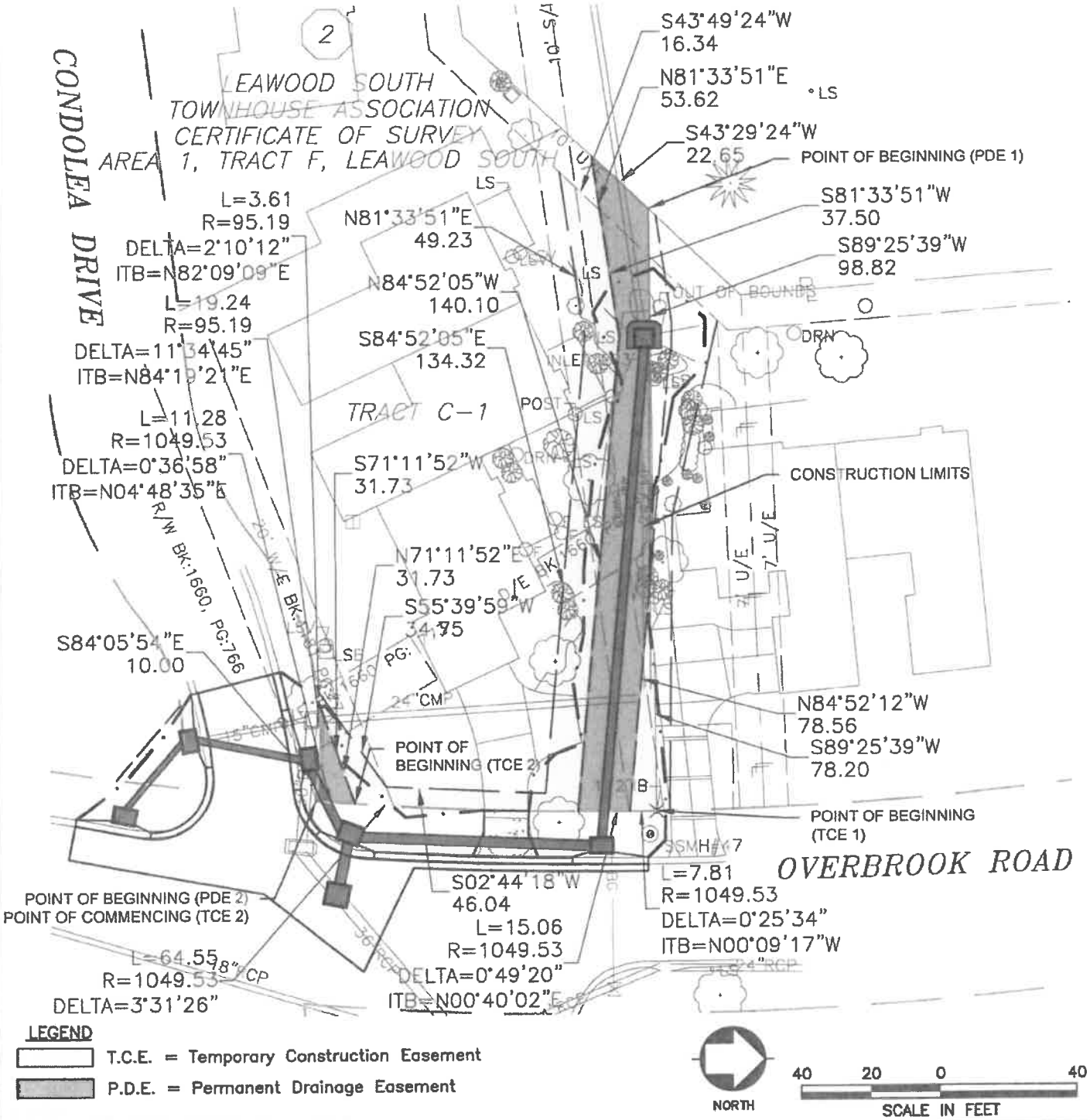
KELLAN M. GREGORY
LICENSED
LS-1577
1/17/18
KANSAS
LAND SURVEYOR

Easement description prepared by:
Kellan M. Gregory, KS PLS #1577
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210

Leawood South

Area 1, Tract F, LEAWOOD SOUTH

No Site Address



Affinis corp 8900 Indian Creek Parkway, Suite 450 Overland Park, Kansas 66210 Phone: 913-239-1100 Toll Free: 877-527-5468 Fax: 913-239-1111 www.affinis.us	CITY OF LEAWOOD, KANSAS 2018 CMP REPLACEMENT PROJECT LEAWOOD, KANSAS TRACT MAP	Date: 01/17/2018 Drawn By: TDL Checked By: KMG Approved By: RLU File: TRACT 2 TM Job #17-0104.03	1 1 OF 1

DRAFT

7.EE.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC., FOR PROPERTY LOCATED NORTH OF CONDOLEA DRIVE AND WEST OF OVERBROOK ROAD, LEAWOOD SOUTH SUBDIVISION, AREA 3, TRACT C-1, TRACTS E AND F, PERTAINING TO THE 2018 CMP REPLACEMENT PROJECT [PROJECT # 80255]

WHEREAS, the Grantor Leawood South Townhouse Association, Inc., has executed a Permanent Storm Sewer Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Storm Sewer Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Storm Sewer Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That Leawood South Townhouse Association, Inc ["Grantor"] , in consideration of the sum of **Ten Dollars ($10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT to the **CITY OF LEAWOOD, KANSAS**, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood's Construction Standards), tributary connections, culverts and appurtenant work [collectively referred to as Drainage Facilities"]in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

SEE ATTACHED ATTACHMENT 'A' (the "Easement Property")

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, heirs, executors, administrators, successors and assigns, hereby release the **CITY OF LEAWOOD, KANSAS**, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Drainage Facilities and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition.

2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area constructed or created hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the **CITY OF LEAWOOD, KANSAS**, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the **CITY OF LEAWOOD, KANSAS**, or any abutting property owners, upon permit from the Grantee herein, shall have the right at all times to

enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer or drainage improvement.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or his/her heirs, executors, administrators, successors and assigns from the use of the premises long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of drainage, said sewer or other drainage improvements.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 15th day of August, 2018.

GRANTOR

Bernard F. Weinand, President

Leawood South Townhouse Association, Inc

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 15th day of August, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bernard F. Weinand, President of Leawood South Townhouse Association, Inc a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas; who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said Corporation, Leawood South Townhouse Association, Inc

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

Vickie R. Rehrer Notary Public

My commission expires 5/23/2020

VICKIE R. REHRER
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 12386401
Jackson County
My Commission Expires: May 23, 2020

Tract 1-No Site Address
Permanent Drainage Easement
2018 CMP Replacement Project
Affinis Corp No. 17-0104.03

Attachment "A"

Permanent Drainage Easement

All that part of Tract C-1 shown on a Certificate of Survey of Area 3, Tracts "E" and "F", LEAWOOD SOUTH, a survey of record on file with the Johnson County, Kansas Register of Deeds in Volume 858 at Page 412, located in the City of Leawood, Johnson County, Kansas, being described as follows:

Beginning at the Southwest corner of said Tract C-1; thence North 43°49'24" East, along the West line of said Tract C-1, a distance of 2.99 feet; thence North 81°34'26" East, departing the West line of said Tract C-1, a distance of 31.33 feet; thence South 89°35'48" East a distance of 8.00 feet; thence South 79°04'12" East a distance of 5.09 feet; thence South 84°52'12" East and distance of 52.98 feet to a point on the South line of said Tract C-1; thence South 89°25'39" West, along the South line of said Tract C-1, a distance of 98.82 feet to the Point of Beginning. Containing 353 square feet or 0.01 acres, more or less.

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

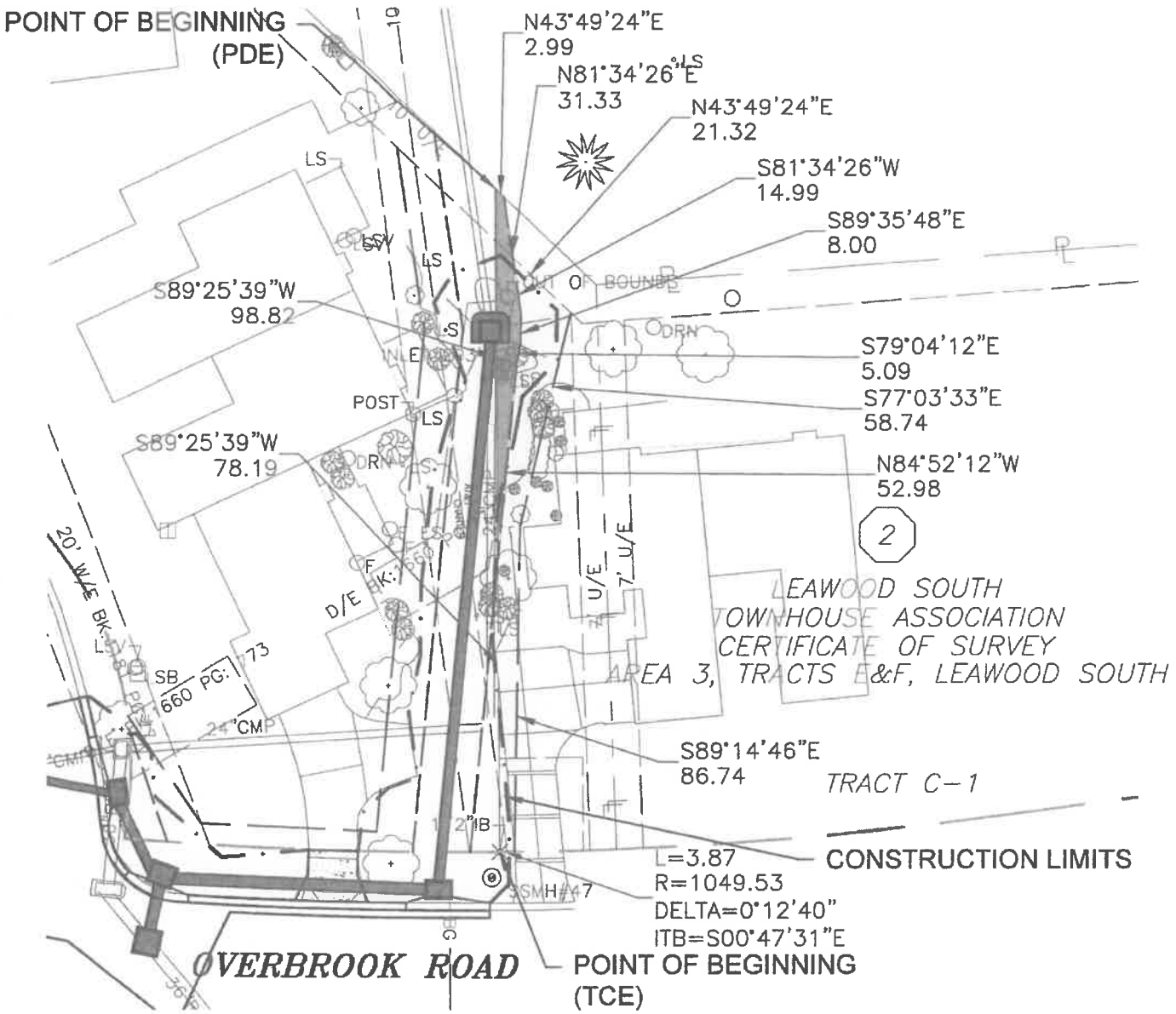
KELLAN M. GREGORY
LICENSED
LS-1577
1/17/18
KANSAS
LAND SURVEYOR

Easement description prepared by:
Kellan M. Gregory, KS PLS #1577
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210

Leawood South

Area 3, Tracts E and F, LEAWOOD SOUTH

No Site Address



LEGEND

- T.C.E. = Temporary Construction Easement
- P.D.E. = Permanent Drainage Easement

NORTH

40 20 0 40

SCALE IN FEET

Affinis corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Phone: 913-239-1100
Toll Free: 877-527-5468
Fax: 913-239-1111
www.affinis.us

CITY OF LEAWOOD, KANSAS
2018 CMP REPLACEMENT PROJECT
LEAWOOD, KANSAS

TRACT MAP

Date: 01/17/2018
Drawn By: TDL
Checked By: KMG
Approved By: RLU
File: TRACT 1 TM
Job #17-0104.03

1

DRAFT

7.FF.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC., FOR PROPERTY LOCATED NORTH OF CONDOLEA DRIVE AND WEST OF OVERBROOK ROAD, LEAWOOD SOUTH SUBDIVISION, AREA 1, TRACT C-1, TRACT F, PERTAINING TO THE 2018 CMP REPLACEMENT PROJECT [PROJECT # 80255]

WHEREAS, the Grantor Leawood South Townhouse Association, Inc., has executed a Permanent Storm Sewer Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Storm Sewer Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Storm Sewer Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That Leawood South Townhouse Association, Inc ["Grantor"] , in consideration of the sum of **Ten Dollars ($10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT to the **CITY OF LEAWOOD, KANSAS**, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood's Construction Standards), tributary connections, culverts and appurtenant work [collectively referred to as Drainage Facilities"]in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

SEE ATTACHED ATTACHMENT 'A' (the "Easement Property")

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, heirs, executors, administrators, successors and assigns, hereby release the **CITY OF LEAWOOD, KANSAS**, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Drainage Facilities and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition.

2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area constructed or created hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the **CITY OF LEAWOOD, KANSAS**, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the **CITY OF LEAWOOD, KANSAS**, or any abutting property owners, upon permit from the Grantee herein, shall have the right at all times to

enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer or drainage improvement.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or his/her heirs, executors, administrators, successors and assigns from the use of the premises long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of drainage, said sewer or other drainage improvements.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 15th day of August, 2018.

GRANTOR

Bernard F. Weinrod, President
Leawood South Townhouse Association, Inc

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 15th day of August, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bernard F. Weinrod, President of Leawood South Townhouse Association, Inc a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas; who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said Corporation, Leawood South Townhouse Association, Inc.

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

Vickie R. Rehrer Notary Public

My commission expires 5/23/2020

VICKIE R. REHRER
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 12386401
Jackson County
My Commission Expires: May 23, 2020

Attachment "A"

Permanent Drainage Easement

All those parts of Tract C-1 shown on a Certificate of Survey of Area 1, Tract "F", LEAWOOD SOUTH, a survey of record on file with the Johnson County, Kansas Register of Deeds in Volume 923 at Page 281, located in the City of Leawood, Johnson County, Kansas, being described as follows:

PDE 1: Beginning at the West end of the Northernmost line of said Tract C-1; thence South 43°29'24" West, along the West line of said Tract C-1, a distance of 22.65 feet; thence North 81°33'51" East, departing the West line of said Tract C-1, a distance of 53.62 feet; thence South 84°52'05" East a distance of 140.10 feet to the East line of said Tract C-1; thence Northerly, along the East line of said Tract C-1, 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 0°40'02" East, a central angle of 0°49'20", a radius of 1,049.53 feet, and an arc distance of 15.06 feet; thence North 84°52'12" West, departing the East line of said Tract C-1, a distance of 78.56 feet to a point on the North line thereof; thence South 89°25'39" West, along the North line of said Tract C-1, a distance of 98.82 feet to the Point of Beginning. Containing 2,457 square feet or 0.06 acres, more or less.

PDE 2: Beginning at the Southeast corner of said Tract C-1; thence Northerly, along the East line of said Tract C-1, around a curve to the left that has an initial tangent bearing of North 4°48'35" East, a central angle of 0°36'58", a radius of 1,049.53 feet, and an arc distance of 11.28 feet; thence South 71°11'52" West, departing the East line of said Tract C-1, a distance of 31.73 feet to a point on the South line thereof; thence Easterly, along the South line of said Tract C-1, around a curve to the right that in non-tangent with the exit of the last described course, having an initial tangent bearing of North 84°19'21" East, a central angle of 11°34'45", a radius of 95.19 feet, and an arc distance of 19.24 feet; thence South 84°05'54" East, continuing along the South line of said Tract C-1, a distance of 10.00 feet to the Point of Beginning. Containing 149 square feet, more or less.

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

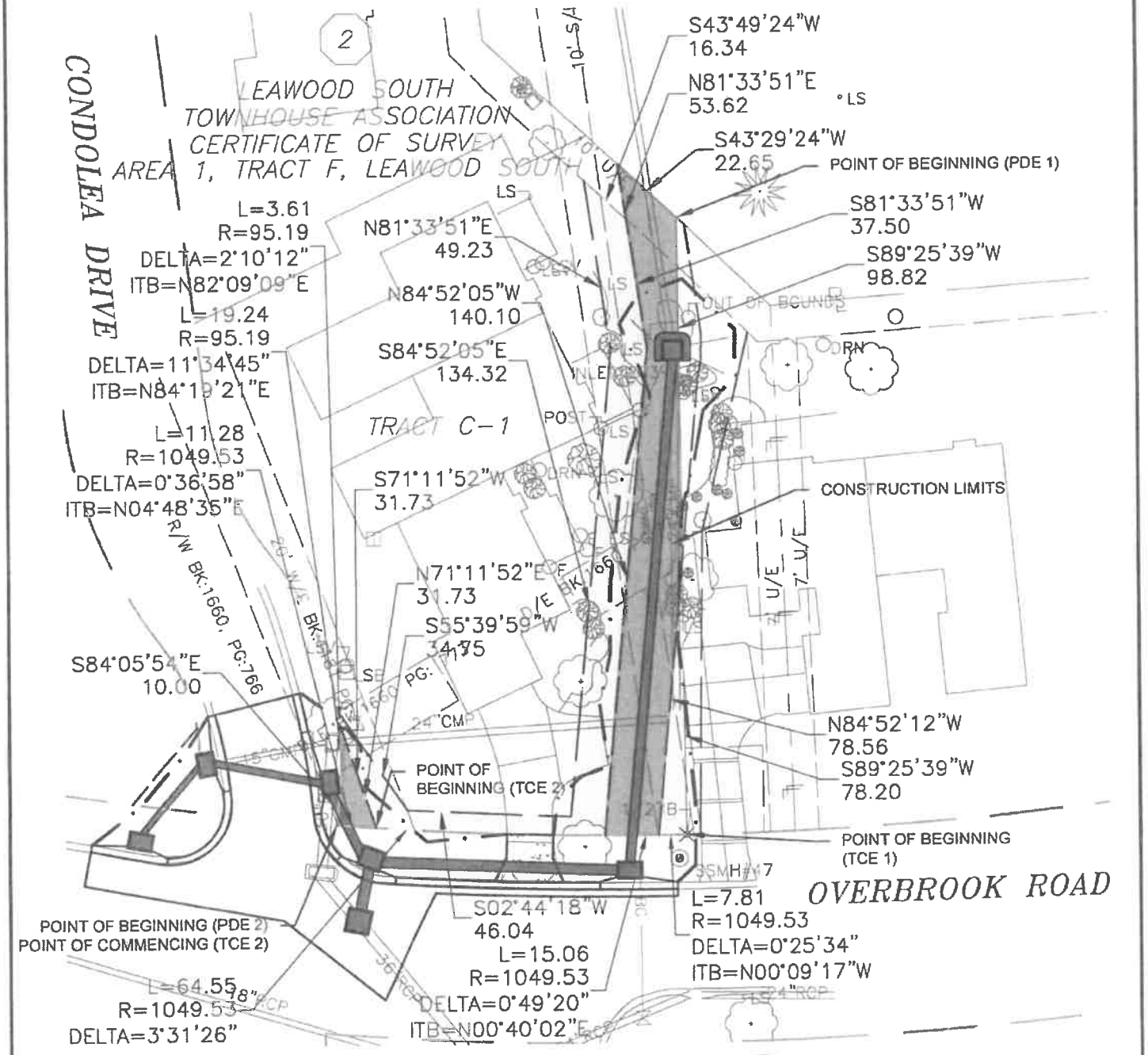
KELLAN M. GREGORY
LICENSED
LS-1577
1/17/18
KANSAS
LAND SURVEYOR

Easement description prepared by:
Kellan M. Gregory, KS PLS #1577
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210

Leawood South

Area 1, Tract F, LEAWOOD SOUTH

No Site Address



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CITY OF LEAWOOD, KANSAS
2018 CMP REPLACEMENT PROJECT
LEAWOOD, KANSAS

TRACT MAP

Date: 01/17/2018
Drawn By: TDL
Checked By: KMG
Approved By: RLU
File: TRACT 2 TM
Job #17-0104.03

1

1 OF 1

DRAFT

7.GG.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC., FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER AT THE INTERSECTION OF CONDOLEA DRIVE AND OVERBROOK ROAD, LEAWOOD SOUTH SUBDIVISION, AREA 4, TRACT F, PERTAINING TO THE 2018 CMP REPLACEMENT PROJECT [PROJECT # 80255]

WHEREAS, the Grantor Leawood South Townhouse Association, Inc., has executed a Permanent Storm Sewer Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Storm Sewer Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Permanent Storm Sewer Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of November, 2018.

APPROVED by the Mayor this 5th day of November, 2018

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That Leawood South Townhouse Association, Inc ["Grantor"] , in consideration of the sum of **Ten Dollars ($10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT to the **CITY OF LEAWOOD, KANSAS**, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood's Construction Standards), tributary connections, culverts and appurtenant work [collectively referred to as Drainage Facilities"]in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

SEE ATTACHED ATTACHMENT 'A' (the "Easement Property")

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, heirs, executors, administrators, successors and assigns, hereby release the **CITY OF LEAWOOD, KANSAS**, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Drainage Facilities and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition.

2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area constructed or created hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the **CITY OF LEAWOOD, KANSAS**, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the **CITY OF LEAWOOD, KANSAS**, or any abutting property owners, upon permit from the Grantee herein, shall have the right at all times to

enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer or drainage improvement.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or his/her heirs, executors, administrators, successors and assigns from the use of the premises long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of drainage, said sewer or other drainage improvements.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 15th day of August, 2018.

GRANTOR

Bernard F. Weinand, President

Leawood South Townhouse Association, Inc

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 15th day of August, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bernard F. Weinand, President of Leawood South Townhouse Association, Inc, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas; who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said Corporation, Leawood South Townhouse Association, Inc.

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

Vickie R. Rehrer Notary Public

My commission expires 5/23/2020

VICKIE R. REHRER
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 12386401
Jackson County
My Commission Expires: May 23, 2020

Tract 3-No Site Address
Permanent Drainage Easement
2018 CMP Replacement Project
Affinis Corp No 17-0104.03

Attachment "A"

Permanent Drainage Easement

All that part of Tract C-1 shown on a Certificate of Survey of Area 4, Tract "F", LEAWOOD SOUTH, a survey of record on file with the Johnson County, Kansas Register of Deeds in Volume 994 at Page 528, located in the City of Leawood, Johnson County, Kansas, being described as follows:

Beginning at the intersection of the East line of said Tract C-1 and the Southern right-of-way line of Condolea Drive as described in a Right-of-Way Grant filed with the Johnson County, Kansas Register of Deeds on April 1, 1961 in Volume 1660 at Page 766, said Point being 169.59 feet South of the Northeast corner of said Tract "F", as measured along the East line thereof; thence Southerly, along the East line of said Tract C-1, around a curve to the right that has an initial tangent bearing of South 6°59'37" West, a central angle of 0°58'42", a radius of 1,049.53 feet, and an arc distance of 17.92 feet; thence North 50°11'01" West, departing the East line of said Tract C-1, a distance of 28.71 feet to a point on the South right-of-way line of said Condolea Drive; thence Easterly, along the South right-of-way line of said Condolea Drive, 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 80°51'36" East, a central angle of 15°02'30", a radius of 55.19 feet, and an arc distance of 14.49 feet; thence South 84°05'54" East, continuing along the South right-of-way line of said Condolea Drive, a distance of 10.00 feet to the Point of Beginning. Containing 232 square feet, more or less.

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

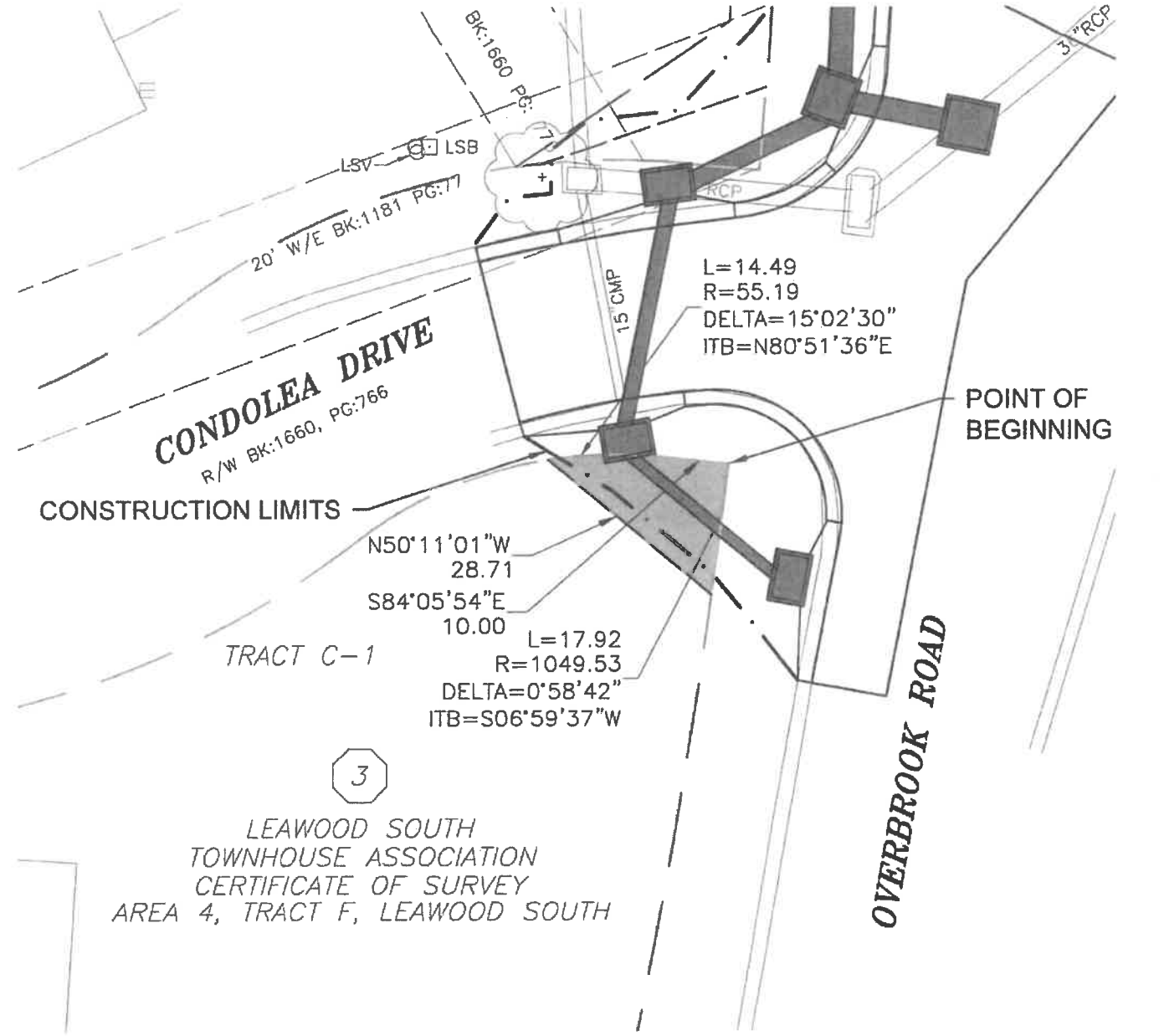
KELLAN M. GREGORY
LICENSED
LS-1577
1/17/18
KANSAS
LAND SURVEYOR

Easement description prepared by:
Kellan M. Gregory, KS PLS #1577
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210

Leawood South

Area 4, Tract F, LEAWOOD SOUTH

No Site Address



LEGEND

P.D.E. = Permanent Drainage Easement

NORTH

20 10 0 20

SCALE IN FEET

Affinis corp 8800 Indian Creek Parkway, Suite 450 Overland Park, Kansas 66210 Phone: 913-239-1100 Toll Free: 877-527-5468 Fax: 913-239-1111 www.affinis.us	CITY OF LEAWOOD, KANSAS 2018 CMP REPLACEMENT PROJECT LEAWOOD, KANSAS TRACT MAP	Date: 01/16/2018 Drawn By: TDL Checked By: KMG Approved By: RLU File: TRACT 3 TM Job #17-0104.03	1 1 OF 1