AGENDA

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

Mayor Peggy Dunn

Ward One
Debra Filla
Andrew Osman

Ward Two
Jim Rawlings
Mary Larson

Ward Three
Chuck Sipple
Lisa Harrison

Ward Four
Julie Cain
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

5. PRESENTATIONS/RECOGNITIONS
Presentation of National Historic Trails in Greater Kansas City, by Marlene Nagel, MARC Comm. Development Director

6. SPECIAL BUSINESS
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] [ROLL CALL VOTE] –CONTINUED TO THE DECEMBER 3, 2018 GOVERNING BODY 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. 2018-44 and 2018-45

B. Accept minutes of the November 5, 2018 Governing Body meeting
C. Accept minutes of the October 9, 2018 Park and Recreation Advisory Board
D. Approve renewal of Cereal Malt Beverage License for Cosentino Price Chopper, located at 3700 W. 95th Street
E. Approve renewal of Cereal Malt Beverage License for Walgreens Co., located at 4701 Town Center Drive
F. Approve renewal of Cereal Malt Beverage License for Walgreens Co., located at 5230 W. 151st Street
G. Approve renewal of Cereal Malt Beverage License for Breakout KC, located at 11535 Ash
H. Approve renewal of Cereal Malt Beverage License for Mr. Gyros Greek Food & Pastries, located at 11707 Roe Avenue, Suite # C
I. Approve Cereal Malt Beverage License for Trader Joe’s, located at 4201 W. 119th Street
J. Approve 6th and Final Pay Request in the amount of $2,856.00 to GBA Builders LLC, pertaining to the College Boulevard Retaining Wall, between Brookwood and Indian Creek Bridge, [Project # 80602]
K. Approve Change Order No. 4, in the amount of $33,273.74, to Kissick Construction, pertaining to the installation of Walking Woman art piece, located on the east side of Tomahawk Creek Parkway, near the entrance to the soccer fields [southeast of the Justice Center]
L. Resolution approving and authorizing the Mayor to execute a Corporate Purchase Agreement for an amount not to exceed $18,000.00, between the City and Garmin USA, Inc., for the purchase of Garmin fitness devices
M. Resolution approving and authorizing the Mayor to execute an Auction Engagement Agreement and Addendum between the City and Purple Wave, Inc., pertaining to the auction sale of surplus property
N. Resolution accepting a Permanent Storm Sewer Easement from Grantor Helen M. Wendlandt, Trustee, for property located at 3517 W. 92nd Street, pertaining to the 2017 Residential Street Reconstruction Project [Project # 80217]
O. Resolution accepting a Permanent Storm Sewer Easement from Grantor Amy Jo Paddock, for property located at 3523 W. 92nd Street, pertaining to the 2017 Residential Street Reconstruction Project [Project # 80217]
P. Resolution accepting a Permanent Storm Sewer Easement from Grantors Timothy S. Kellerman and Nancy J. Kellerman, for property located at 3404 W. 92nd Terrace, pertaining to the 2017 Residential Street Reconstruction Project [Project # 80217]
Q. Resolution accepting a Permanent Storm Sewer Easement from Grantors Jeffrey Mark Danda and Krittika Chochai, for property located at 9218 Wenonga, pertaining to the 2017 Residential Street Reconstruction Project [Project # 80217]
R. Resolution accepting a Permanent Storm Sewer Easement from Grantor Garner Family Irrevocable Trust, for property located at 3524 W. 92nd Terrace, pertaining to the 2017 Residential Street Reconstruction Project [Project # 80217]
S. Resolution accepting a Permanent Storm Sewer Easement from Grantors Mason E. Goodman and Andrea L. Goodman, for property located at 9225 Pawnee Lane, pertaining to the 2017 Residential Street Reconstruction Project [Project # 80217]
T. Resolution accepting a Permanent Storm Sewer Easement from Grantors Richard B. Cray, III, and Ashley S. Cray, for property located at 3408 W. 92nd Terrace, pertaining to the 2017 Residential Street Reconstruction Project [Project # 80217]

The next regular meeting of the Leawood Governing Body will be Monday, December 3, 2018
Resolution accepting a Permanent Utility Easement from Grantor Leabrooke Townhomes LLC, for property located at 14521 Meadow Lane, Leabrooke Town Manor Villas Subdivision, Lots 19 & 20, Tract B

Resolution approving a Final Plan for Nall Valley Shops – Burg & Barrel Patio, located north of 151st Street and east of Nall Avenue. (PC Case 118-18) [from the October 23, 2018 Planning Commission meeting]

Police Department Monthly Report
Fire Department Monthly Report
Municipal Court Monthly Report

8. MAYOR’S REPORT

9. COUNCILMEMBERS’ REPORT
   A. Councilmember Osman – Referral to Public Works Committee; Request for Traffic Calming Device on 97th Street between Lee Boulevard and State Line
   B. Councilmember Azeltine – Referral to Stormwater Management Committee; Request for Selection of Consultant for Stormwater Management Project known as Waterford Subdivision Stormwater Improvements TM-04-007 [SMAC Project] [Project #77017]
   C. Councilmember Cain – Update on Leawood Banner Project

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION
   [from the October 23, 2018 Planning Commission meeting]
   A. Ordinance approving a Preliminary Plan, Final Plan, and Final Plat for Town Center Plaza – Lot 4 Redevelopment, located north of 119th Street and east of Nall Avenue. (PC Case 114-18) [ROLL CALL VOTE]
   B. Ordinance approving a Preliminary Plan and Preliminary Plat for Three Hallbrook Place – Office Building – located south of College Boulevard and west of State Line Road. (PC Case 116-18) [ROLL CALL VOTE]
   C. Ordinance amending Section 16-2-5.3 of the Leawood Development Ordinance entitled “R-1 (Planned Single Family Low Density Residential District) (15,000 Sq. Feet Per Dwelling)” and repealing existing Section 16-2-5.3 and other sections in conflict herewith. (PC Case 113-18) [ROLL CALL VOTE]

13. OLD BUSINESS

14. OTHER BUSINESS

The next regular meeting of the Leawood Governing Body will be
Monday, December 3, 2018
NEW BUSINESS
Ordinance appropriating the amounts set up in each fund in the budget for fiscal year 2019, providing for the payment of all claims and charges against the accounts provided for therein; and approving and ratifying the payment of all claims against the accounts [ROLL CALL VOTE]

ADJOURN

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]
Zoning Ordinances and other Planning Commission Recommendations:
• Passage of Ordinances Subject to Protest Petition: % 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.
### 2018 SCHEDULED WORK SESSIONS

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<th>DATE</th>
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<tr>
<td>November 19</td>
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<td>Holiday Lighting Ceremony</td>
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### 2019 SCHEDULED WORK SESSIONS

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<td>January 22</td>
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<td>January 28</td>
<td>6:00 P.M.</td>
<td>Discuss GB Short, Near &amp; Long-term Goals</td>
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<td>February 4</td>
<td>6:00 P.M.</td>
<td>Review CID Application for Ranchmart North Shopping Center, located at 95th &amp; Mission Road</td>
<td>Main Conf. Room</td>
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<td>April 15</td>
<td>6:00 P.M.</td>
<td>Presentation of CIP; Discuss 2020-2024 Budget Model Assumptions</td>
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<td>June 10</td>
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<td>Budget &amp; Finance Committee Work Session</td>
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<td>June 11</td>
<td>5:30 P.M.</td>
<td>Budget &amp; Finance Committee Work Session [tentative]</td>
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<td>August 5</td>
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<td>NO GOVERNING BODY MEETING; NO WORK SESSION</td>
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Conceptual Strategy Plan
Retracing the Santa Fe, Oregon and California National Historic Trails in Greater Kansas City

Executive Summary
October 2018
This document outlines plans for the development of retracement trails approximating three national historic trails across the Kansas City metro area. Retracement trails are modern, non-motorized routes that follow historic routes as closely as is practicable under modern conditions. They provide opportunities for the public to experience these historic routes of travel by visiting historic trail sites, traversing trail landscapes and following in the footsteps of historic trail travelers. Signage, trail features and interpretive elements can expand opportunities to connect with the historic routes and the nationally significant stories that accompany them.

What is a national historic trail?

National Historic Trails (NHTs) are designated by an act of Congress. These official routes reflect the research, review and recommendation of many trail experts. They commemorate trade, migration, and other routes of importance to American culture, and are part of the National Trails System. Currently, there are only 19 NHTs in the United States, and four of them cross the Kansas City region. This plan addresses the Santa Fe, Oregon and California NHTs. (The fourth is the Lewis & Clark NHT).

Project area

The project area includes all designated routes of the three NHTs, beginning at jumping off points at Missouri River landings in Sugar Creek and Kansas City, Missouri, and passing through a number of other cities in the metro, including Independence, Raytown, Leawood, Prairie Village, Overland Park, Lenexa, Olathe and Gardner.

Background

The region has a long history of interest in and volunteer activity around developing and promoting historic trails in the Kansas City area. This played a significant role in encouraging Congress to designate these trails as NHTs. Local organizations, including the Oregon-California Trails Association, Santa Fe Trail Association, Kansas City Area Historic Trails Association, and Three Trails West, Inc., have devoted significant resources over the past 30 years to developing historic sites and trail segments; interpreting trail stories through on-site wayside exhibits, brochures or other media; leading in-person tours; and continuing to develop understanding of trail history through ongoing research. Thanks to these efforts and work by local governments, the Kansas City area has a density of existing opportunities to experience the national historic trails that is unusual, if not unique, in the National Trails System.

The Kansas City region’s interest in trails goes well beyond the NHTs. In 1991, the local chapter of the American Society of Landscape Architects (ASLA) created a new vision that built upon the concepts introduced by George Kessler, a noted landscape designer and engineer. He worked to create a network of corridors that would connect communities in Greater Kansas City with a system of trails, open space and parklands. Kessler’s vision became a core concept in the ASLA’s creation of a broader and more ambitious greenprint for the Kansas City region, MetroGreen*. The Mid-America Regional Council (MARC), the metropolitan planning organization and association of local governments serving the bistate Kansas City area, has continued to promote further development of the MetroGreen system, including the protection of green corridors and construction of multi-use trails.

A constructed segment of the Kansas City, Missouri, 6th District Pedestrian Intermodal Transportation Connector (PITC) plan near Hickman Mills School, Kansas City, Missouri.
Photo: A. Allen for NPS
In March 2014, the Oregon-California Trails Association, Santa Fe Trail Association, and Kansas City Historic Trails Association co-hosted a meeting focusing on development of the three NHTs in the Greater Kansas City area. In addition to trail association leadership and members, attendees included staff from National Trails Intermountain Region-National Park Service (NTIR-NPS), MARC, several local governments, and Three Trails West, Inc. Input from participants at this meeting indicated broad interest in pursuing a plan for NHT development that would extend Kansas City’s Pedestrian Intermodal Transportation Connector plan across the entire metro area. In March 2016, MARC and National Trails Intermountain Region (NTIR-NPS) entered into a cooperative agreement to complete a planning project with the affected cities and counties to define a route for developed and retraceable NHTs across the metro area.

These alignments were identified as part of a collaborative process facilitated by Vireo and MARC, including cities and counties along the route, historic trail associations, other local organizations and NTIR-NPS. According to National Trails System Act guidelines, the planned route of an NHT should “follow as closely as possible and practicable the original trails or routes of travel of national historic significance.” This phrasing recognizes contemporary challenges of land use and development, which may prevent the trail from following the historic route precisely. With this in mind, NTIR-NPS developed a list of factors to be considered in identifying proposed alignments, including:

- Proximity to historic route.
- Connection to historic trail sites.
- Convenience of public right of way.
- Convenience of existing proximate trail.
- Quality of scenic experience.
- Quality of historic experience.
- Active transportation value – transit.
- Active transportation value – commercial.
- Active transportation value – business.
- Recreation value – parks.
- Recreation value – trail connections.
- Education value – schools.

This list addresses federal priorities, as well as qualities of a trail route that are likely to make it more effective as a place to vicariously experience historic trail travel, or more valuable to adjacent communities for outdoor recreation and non-motorized transportation.
Layout and Description of Trail Segments

The plan outlines preferred alignments identified by the project team and the communities along the route. Most of the route is documented in segments of approximately 0.75–2 miles in length, and is shown on maps at 1:10,000 scale, which also illustrate:

- Historic route or routes of the NHTs in the area, as applicable.
- Existing NHT-affiliated sites, including both historic and non-historic interpretive sites or trailheads.
- Existing nearby parks, schools, trails or other pedestrian and bike infrastructure, and public transit routes and stops.
- Potential trailhead locations.

Segment pages also include brief outlines of potential issues, corridor connections, opportunities, and the spatial/geographic relationship between the proposed alignment and the historic route of the NHTs. Images show existing conditions along the segment. The descriptions are organized by state, then by city, extending roughly from east to west along the Independence Route, then returning west to east along the Westport Route. As segments are grouped overall by city, they are not always in consecutive order from east to west or west to east.

![Existing sidewalk in McCoy Park, Independence, Missouri. Photo: Vireo](image)

Trail Design

The NHTs take many different forms across their lengths, based on the surrounding landscape type, land manager or road jurisdiction needs, local design standards, and many other considerations. Even within the metro area, different levels of urbanization, local conditions, and city or county governments create different requirements for trail width and user types. The cross sections included in the plan show a variety of sample situations that may exist in the Kansas City area, sometimes incorporating sidewalks and/or bike lanes instead of off-road, multi-use trails. All of these conditions may be considered part of the NHT, although a complete segment must also include some type of identification using the trail logos, through ground-plane applications, signage or banners.

Cross sections shown are based on design guidelines found in the 2002 MetroGreen plan update. The corridor types included are subsets of those used in MetroGreen — Type 4: Multi-Use Paved Trail Development, and Type 5: Bicycle and Pedestrian Facilities within the Right of Way. The two types are intended to capture a sample of existing or planned trail conditions in the metro that are likely to become part of the national historic trails as a result of this project. The illustration style of the original MetroGreen cross sections has been modified to highlight the elements of a given trail setting or streetscape that relate...
to NHTs, and the sections have been reorganized and given titles specific to this NHT project, but they are intended to fit within the scope of MetroGreen and other regional planning efforts.

Trailheads for the NHTs in the Kansas City metro serve the typical functions of trailheads everywhere: they are access points with places to park or get on or off public transit; find guidance about the trail ahead, including options, distances and safety considerations; rest; use restrooms or get water, etc.

NHT trailheads additionally serve as orientation points to the particular historic trail or trails as a whole. They may also convey, through their character and design, some aspects of the unique history and historic significance of the trail. Whether the orientation includes a physical map, exhibit, digital app or tour guide, these are places that a visitor can learn basic facts about the trail and begin their trip with confidence that they can find their way. NHT trailheads will frequently be located at existing public places. This kind of development may only require the addition of a few new elements to create an NHT trailhead.

National historic trail awareness and experience

While many will use the national historic trails on a regular basis, as they would any other trail — for recreation or transportation — these trails should be recognizable as distinct from purely recreational trails. The plan presents various NHT options, tools and ideas available to cities, counties and partner organizations for identifying and interpreting the NHTs in their communities. It includes guidance on markings for the historic trail, including ground surface logos, pedestrian signage, entrance signage, banners, and limestone posts; and materials, including crosswalks, paving and planting. It also offers guidance on how to increase awareness and allow visitors to experience the historic trail through silhouettes, historic images, landscape images and viewports. The plan also offers suggestions for interpretation of the history for visitors through various media types, marking and interpretation.

Implementation and Next Steps

The concept plan outlines steps that MARC and local communities could take to advance implementation. This project has been drafted with the help of over two dozen local agencies throughout a multi-year process. MARC coordinated joint discussions among local groups and facilitated the regional distribution of this NPS report. Formal adoption of this NPS report by each city is strongly encouraged to ensure the long-term success of this effort. The MARC Board of Directors will consider adoption of this concept plan as part of the regional MetroGreen Greenway Trails Plan in 2018.

A number of regional funding sources are available to communities that wish to implement NHT trails, trailheads, or other trail elements related to this project. Many of these funding sources, such as the Transportation Alternatives Program (TAP), Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), and the Recreational Trails Program (RTP), give priority to projects that align with existing regional plans or provide regional or national significance.

See the full concept plan online: www.marc.org/trailretracement
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<th>Event</th>
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<td>1821-1880</td>
<td>Santa Fe Trail in use between Franklin, Missouri, and Santa Fe, New Mexico.</td>
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<td>1821</td>
<td>Town of Independence, Missouri, founded.</td>
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<td>Mid-1830s</td>
<td>Main trailheads for Santa Fe moved up the Missouri River to Independence and Westport.</td>
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<td>1841-1848</td>
<td>Oregon Trail in use between Independence, Missouri, and Oregon City/Portland, Oregon.</td>
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<td>1841-1869</td>
<td>California Trail in use between Independence, Missouri, and Sacramento, California, as well as various other destination points in California and Oregon.</td>
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<td>1968</td>
<td>National Trails System Act signed by President Lyndon B. Johnson.</td>
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<td>1978</td>
<td>Designation of Oregon National Historic Trail by U.S. Congress.</td>
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<td>1987</td>
<td>Designation of Santa Fe National Historic Trail by U.S. Congress.</td>
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<td>1991</td>
<td>American Society of Landscape Architects, Kansas City chapter introduces new 'greenprint' vision, MetroGreen, based on Kessler's open-space plan.</td>
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<td>2002</td>
<td>MetroGreen further defined in comprehensive update.</td>
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<td>2010</td>
<td>Kansas City, Missouri, 6th District Pedestrian Intermodal Transportation Connector (PITC) adopted by city council.</td>
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<td>2014</td>
<td>Meeting between key stakeholders in region on NHT development.</td>
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<td>2016</td>
<td>MARC and National Park Service start work on historic retracement strategy.</td>
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## Final Check List

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219 checks in this report.

Grand Total All Checks: 1,085,329.08
Minutes

DVD No. 427

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, November 5, 2018. Mayor Peggy Dunn presided.

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

Councilmembers Absent: None

Staff Present: Scott Lambers, City Administrator
            Chris Claxton, Parks & Recreation Director
            David Ley, Public Works Director
            Mark Tepesch, Info. Services Specialist III
            April Bishop, Cultural Arts Coordinator
            Nic Sanders, Human Resources Director
            Debra Harper, City Clerk

            Patty Bennett, City Attorney
            Chief Dave Williams, Fire Department
            Chief Troy Rettig, Police Department
            Ross Kurz, Info. Services Director
            Dawn Long, Finance Director
            Cindy Jacobus, Assistant City Clerk

Others Present: Alice Hawk, Leawood Foundation Chair and Historic Commission Member
               Bruce Martin, Historic Commission Chair
               Janet O’Neal, Historic Commission Vice-Chair
               Charles Lusk, Historic Commission Member

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

Mayor Dunn stated the agenda had been amended to continue Special Business Agenda Item 6.A. to November 19, 2018, the next regularly-scheduled Governing Body meeting.

A motion to approve the amended agenda was made by Councilmember Harrison; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 8-0.

3. CITIZEN COMMENTS – None

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

Mayor Dunn read portions of the proclamation into the record. She stated the proclamation had been mailed to the requestor.

Turn your Porch Lights On, November 11, 2018

Mayor Dunn stated in 2012 the Leawood Historic Commission had revived this past World War II tradition of a symbolic way for soldiers to “find their way home”, and she read the proclamation into the record. She presented the proclamation to Mr. Bruce Martin, Historic Commission Chair, thanking him for attending tonight’s meeting.

Mr. Martin thanked the Governing Body for the honor of accepting the proclamation on behalf of veterans.

World Kindness Day, November 13, 2018

Mayor Dunn read portions of the proclamation into the record. She stated the proclamation would be mailed to the requestor.

5. PRESENTATIONS/RECOGNITIONS

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

Mayor Dunn stated Alice Hawk is no stranger in the City, but rather than speaking about the Leawood Foundation, the all-inclusive playground, or numerous other private-public funded partnership projects she has lead, the Certificate of Appreciation was for special recognition of Ms. Hawk’s years of service on the Leawood Historic Commission from 1993 to 2018, being part of the commission since its inception. Mayor Dunn presented the certificate to Ms. Hawk with sincere thanks, indebtedness and deep gratitude.

Ms. Hawk thanked the Governing Body, stating the work had been enjoyable with interesting people, with all meeting documentation placed in the archives. She acknowledged the hard work of many others such as Mr. Martin, Mr. Lusk, Ms. O’Neal and Ms. Bishop.

Ms. Claxton announced Ms. Hawk and the Leawood Foundation had been awarded the Distinguished Public Service Award from the Kansas Recreation & Parks Association, whose members are local agencies, after being nominated by the City’s Parks & Recreation Department. The award is scheduled to be presented in February 2019 in Hutchison, Kansas. Ms. Claxton stated if Ms. Hawk was unable attend to attend the award ceremony, she would be happy to accept the award on behalf of Ms. Hawk.

Ms. Hawk confirmed to Councilmember Rawlings that she had chaired hundreds of meetings. Meeting attendees gave a standing ovation to honor Ms. Hawk.

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] – CONTINUED TO THE NOVEMBER 19, 2018 GOVERNING BODY MEETING
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

Ms. Harper reviewed proposed changes to fees detailed in memoranda provided in the meeting agenda documentation from the Police and Parks & Recreation Department, and from Troon Management-Ironhorse Golf Club.

Mayor Dunn questioned how the alarm non-registration fee would be imposed. Chief Rettig stated the Police Department responds to many alarms that are not registered, and fees would be charged to residents thereafter.

A motion to approve Agenda Item 6.B. was made by Councilmember Rawlings; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

Mayor Dunn thanked Ms. Harper for the concise presentation in a Council meeting rather than a Work Session.

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 No. 5062, 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 No. 5063**, 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 No. 5064**, approving and authorizing the Mayor to execute a Professional Engineering Agreement in the amount of $225,155.00, between the City and Brungardt, Honomicl & Company, P.A., [BHC Rhodes], pertaining to the Lee Boulevard Improvement Project from 95th Street to 103rd Street [Project # 72066]

P. **Resolution No. 5065**, 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 No. 5066**, 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 No. 5067**, 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 No. 5068**, 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 No. 5069**, 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 No. 5070**, 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 No. 5071**, 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 No. 5072**, 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 No. 5073**, 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 No. 5074**, 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 No. 5075, accepting a Deed of Dedication for Right-of-Way from Grantor Leewood 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 No. 5076, accepting a Temporary Construction Easement from Grantor Leewood 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 No. 5077, accepting a Permanent Utility Easement from Grantors Michael B. Field and Ann Christine Field, for property located at approximately 103rd & Mission Road, Leewood East Subdivision, Lot 7

CC. Resolution No. 5078, accepting a Temporary Construction Easement from Grantor Leewood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leewood South Subdivision, Area 3, Tract C-1, Tracts E & F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

DD. Resolution No. 5079, accepting a Temporary Construction Easement from Grantor Leewood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leewood South Subdivision, Area 1, Tract C-1, Tract F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

EE. Resolution No. 5080, accepting a Permanent Storm Sewer Easement from Grantor Leewood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leewood South Subdivision, Area 3, Tract C-1, Tracts E and F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

FF. Resolution No. 5081, accepting a Permanent Storm Sewer Easement from Grantor Leewood South Townhouse Association, Inc., for property located north of Condolea Drive and west of Overbrook Road, Leewood South Subdivision, Area 1, Tract C-1, Tract F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

GG. Resolution No. 5082, accepting a Permanent Storm Sewer Easement from Grantor Leewood South Townhouse Association, Inc., for property located at the southwest corner at the intersection of Condolea Drive and Overbrook Road, Leewood South Subdivision, Area 4, Tract F, pertaining to the 2018 CMP Replacement Project [Project # 80255]

Councilmember Azeltine requested Consent Agenda Item 7.P. be pulled.

A motion to approve the remainder of the Consent Agenda was made by Councilmember Filla; seconded by Councilmember Harrison. The motion was approved with a unanimous vote of 8-0.
7.P. **Resolution No. 5065**, 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]

Mr. Ley confirmed to Councilmember Azeltine the cost of the preliminary engineering study would come from the same fund used for actual construction. The study should be complete by the end of the month.

A motion to approve Consent Agenda Item 7.P. was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

8. **MAYOR’S REPORT**

A. Request a moment of silence for families and friends of victims in the recent shooting at the Tree of Life Synagogue in Pittsburgh, Pennsylvania.

B. Much appreciation to Arts in Public Places Chair Anne Blessing, Cultural Arts Coordinator April Bishop and Parks & Recreation Director Chris Claxton for organizing a great dedication of “Dancers.” We were delighted to have Sculptor Ewerdt Hilgemann and his wife Antoinette in town from The Netherlands for the dedication. All Councilmembers and members of the Art Selection Committee, Arts Council and the Planning Commission were present. Inclement weather prevented a visit to the site, which is just north of City Hall along Roe. The sculpture consists of two 20 ft. columns, one made of Cor-Ten steel and one made of stainless steel. Mr. Hilgemann stated the sculpture represented a Native American and a Frontiersman dancing, and was pleased the piece had been located in the Midwest.

C. Congratulations to Leawood Stage Company and Chair Mike Blinn, Cultural Arts Coordinator April Bishop and all involved with the production of “MAME.” From the talented cast and orchestra, the volunteers, including “popcorn popper extraordinaire” Mary Tearney, all were truly exceptional. One real standout was Councilmember James Azeltine who played Beauregard Jackson Pickett Burnside. It was a marvelous musical and very well done!

D. Participated in the Leawood Chamber of Commerce ribbon cutting for Health Resources by Humana at Walgreens, located across the street from City Hall. Humana has developed a new free service to make access to health resources easier and more convenient by being located at your neighborhood Walgreens. Councilmembers Jim Rawlings and Mary Larson also attended.

E. Congratulations are in order for recent recognition by WalletHub ranking Leawood the Best Small City in America for 2018. The study compared more than 1,200 cities with populations between 25,000 and 100,000 across 40 key indicators of livability such as housing affordability, economic health, quality of life, safety and education. Our resident education levels are paramount, most having a high school education or above. Leawood a great number of restaurants per capita which was also important.

F. The November issue of 435 Magazine showcased the 10 Happiest Dog Parks in Kansas City with a great feature on Leawood’s Leawood. The magazine will be passed for your review.
9. COUNCILMEMBERS’ REPORT
Councilmember Filla – Request for extension of time line for Community Garden Task Force

Councilmember Filla stated the Community Garden was a one-year pilot project at 96th & Lee Boulevard that had been extended for a second and third year. Redevelopment of the site is planned in regard to construction of a new Fire Station and future disposition of the garden had not been discussed with the Parks & Recreation because of the department’s workload in regard dealing with two 500-year flood events in 2017. She asked for a one-year extension of the Task Force, consisting of approximately five members, to look at alternative garden sites such as the Church of the Resurrection, at a school or on WaterOne property.

Mayor Dunn pointed out the timeline had ended September 1, 2018. A one-year extension to the first Governing Body meeting in November 2019 was agreeable.

A motion to approve the Task Force extension and report to Governing Body to November 4, 2019 was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT – None

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION – None

13. OLD BUSINESS – None

14. OTHER BUSINESS – None

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

Councilmember Osman stated the meeting had been publicized through various social media platforms, and a large number of Wards One and Two residents should be expected to attend. Mayor Dunn confirmed this was a Special Call Governing Body meeting that would be held in Council Chambers rather than the Main Conference Room, with a 7:00 P.M. start time.

Councilmember Azeltine stated for the benefit of the audience which included many students that Agenda Items 15.A. and 15.B. relate to the original City Hall building located at 96th and Lee Boulevard. The building is approximately 60 years old and served as the former Police Station. A park and how to best utilize the site has been discussed for several years, and a suggestion to move the original City Hall to the west of the current City Hall had been made.
Councilmember Filla thanked everyone for community outreach to notify residents. The Leawood Homes Association [HOA] is a major HOA of 1,500 homes in Ward One, and Leawood Estates HOA has 1,400 homes across Ward One and Two. Neither of these HOAs has an electronic database of residents. The proposed public meeting is listed on the City’s website and was publicized in the Shawnee Mission Post.

Mayor Dunn stated Mr. Lambers had been quoted many times in the Shawnee Mission Post article and she would be happy to share the article.

A motion to approve Agenda Item 15.A. was made by Councilmember Osman; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

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]

Mayor Dunn stated the City Administrator had proposed Governing Body meeting as tentative, pending results of the November 12, 2019 Special Call meeting.

A motion to approve Agenda Item 15.B. was made by Councilmember Filla; seconded by Councilmember Osman. The motion was approved with a unanimous vote of 8-0.

ADJOURN

There being no further business, the meeting was adjourned at 8:08 P.M.

______________________________
Debra Harper, CMC, City Clerk

______________________________
Cindy Jacobus, Assistant City Clerk
Board members in attendance: Chair Karen Ward-Reimer, Gary Swanson, Steve McGurren, and Bob Wright

Board Members absent: Lorrie Hamilton, Kim Galbraith, and Amy Vlastic

Council Liaisons present: Julie Cain and Chuck Sipple

Staff members present: Brian Anderson, April Bishop, Chris Claxton, Kim Curran, and Camille Sumrall

Chair Karen Ward-Reimer called the meeting to order at 5:30 pm.

Steve made a motion to approve the September 11, 2018 meeting minutes.

Gary seconded the motion. The minutes were approved unanimously.

I. Old Business

A. Update on Tennis Court Project

Brian informed the group that asphalt has been laid on the courts. The courts will need to cure for three weeks before they can be colored and striped. While the asphalt cures, they will be installing the perimeter fence. Thankfully, they have been able to save most of the perimeter fence for reuse since it was in good shape. The east side of the tennis courts will be excavated and sodded to allow for better drainage. There was no water damage from the past few days of heavy rain and flooding. The project is about 2/3 complete with only sodding, painting, and minor concrete restoration left to do.

Council Liaison Sipple asked when people will be able to use the courts.

Brian replied that with weather permitting, by November 1.

Council Liaison Cain asked what percentage of our courts are used for pickle ball, do we have hard data on tennis usage and pickle ball usage.

Chris responded the biggest problem is not the percentage of our tennis programs but times that pickle ball courts would be used. We only have six courts total and we have frequent tennis use and tennis lessons in the mornings. If the City wanted to build pickle ball courts, it would need to be at a location other than City Park. Unfortunately, City Park is extremely busy with soccer, especially because we have lost fields 11 and 12 to the Johnson County Waste Water project. Several other Parks and Recreation facilities like Blue Valley Hilltop Recreation Center offer inside courts, however they are not free. Pickle ball is gaining popularity and will most likely continue to do so.
Steve asked how much acreage is needed for a pickle ball court.

Chris responded she does not know off the top of her head but she has a file with pickle ball information that she can reference at the next pickle ball discussion.

Council Liaison Sipple asked if there would be a temporary solution for pickle ball that we could install in the aquatic center parking lot in the off-season.

Council Liaison Cain asked if there are any tennis programs other than our summer programs.

Kim responded that in addition to our summer programs we also have spring tennis programs. Unfortunately, pickle ball players and tennis playing are both in the morning.

Council Liaison Cain asked if there are any nets that are higher quality we might be able to provide.

Steve stated he thought that the Parks Advisory Board had previously voted to make one tennis court permanently a pickle ball court.

Chris responded that we did not move to have permanent pickle ball courts, but we moved instead to have one tennis court permanently striped for pickle ball. Since that time, we have agreed to stripe two tennis courts for a total of eight pickle ball courts. We may be able to consider providing more quality pickle ball nets. We would need a good plan on how to store and check out the nets.

Steve asked if we could possibly have one tennis court be a permanent pickle ball court.

Bob asked if we could possibly have hard data on how much our tennis courts are used.

Chris stated that we have no method of measuring this other than our programs and rentals, with some limited observation of other times.

Council Liaison Cain asked about the usage of the basketball courts, and if could they be moved and pickle ball courts put in their place.

Brian responded the basketball courts flood often, basketball courts are the most resilient feature we can have in that area that floods.

Chair Karen Ward-Reimer suggested keeping pickle ball on the agenda for the next meeting to continue the discussion.

B. Update on Ironwoods Park Projects

Brian informed the group that the road improvement project at Ironwoods Park has begun. The segment from the main road to the shelter has an added curb for pedestrian safety. Unfortunately, rain has delayed the project by about two weeks and the completed date will be close to the end of the November.

C. Next Work Session on 96th & Lee Park

Chris informed the group that she will be taking City Council members on tours at different times of the 96th and Lee property on Thursday, October 11th.
Council Liaison Cain asked if the tour would include the interior of old city hall. She would like the interior to be included since it is an integral part of the conversation. She would like the City Council to be aware of a sense of scale of the property as well as what would be moved or added to the property.

Chris stated that pictures of old city hall have been provided in the information packet and the council members will probably walk the whole property to understand the space better.

Council Liaison Cain asked for an updated plan on the parking situation for the new fire station. Will park users and meeting room users be able to use parking spots at the new fire station?

Chris stated she would talk further with David Ley and Jeff DeGasperi to find an answer to the questions of parking spaces and usage.

Council Liaison Sipple asked if Chris had an idea on how much area a playground space would take and what type of playground would fit that area. His top priority for the park is a top-notch playground.

Brian expressed his opinion that to have a top-notch playground it should include both age ranges: 2-5 year olds and 5-12 year olds, and both playgrounds need to be separated from each other. The better the playground the more parking the park will need as it will draw more people to the park. He suggested that it not be a destination playground.

Council Liaison Cain stated the first thing she feels that needs to be taken care of is the outcome of old city hall. City Council needs more financials on all of the possible configurations of the property including the renovation or possible relocation of old city hall and the possible renovation of the old fire station. Council Liaison Cain asked who will be paying for these projects, will it come out of the Parks and Recreation budget. How much will it cost to add a bathroom to old city hall since a bathroom will be required? Council Liaison Cain requested information on how much these same facilities at I-Lan and Gezer Park cost to build so that they may compare those park’s costs to get a better idea of how much this park will potentially cost.

April stated that it is her opinion that the Historic Commission would be happy with the old fire station or the old city hall staying at 96th and Lee.

Chris recommended tabling the CAPRA Accreditation item until the November meeting.

New Business

D. 2019 Fee Discussion

Kim stated she has met with all Recreation Staff and the following fee recommendations are being proposed:

- **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.

  Steve made a recommendation to accept the 2019 fees as proposed.

  Bob seconded the recommendation. The recommendation was approved unanimously.

II. **Staff Reports**

  Brian reported the following:

  - Ball field at Tomahawk Park did not sustain any damage in the rain and flooding this week.
  - Donated paw wash station at Leawood Dog Park has been installed but it has been winterized for the season.
  - City Park pond rock perimeter was damaged in a flood last year and will be fixed soon. The November 15<sup>th</sup> City Council Meeting will have the pond repair contract with McConnell and Associates on the agenda.

  Kim reported the following:

  - A/V project almost completed at the Lodge at Ironwoods.
  - Seasonal job descriptions being reviewed and will be hiring in the late winter for 2019
  - Nature Center and cabins are staying busy with birthday parties and scout events this fall.

  April reported the following:

  - Into the Night Fall Festival coming up on Friday, October 12<sup>th</sup>. The event has entertainers, petting zoo, train rides, arts and crafts, face painting, balloon artist, storytellers and much more, bring your whole family and enjoy the festivities. In case of inclement weather, we will move the event inside.
  - *Mame* will be performed on November 1<sup>st</sup>-4<sup>th</sup> and the Leawood Stage Company will be raising money from tickets sales for CASA- a children’s advocacy group.

III. **Miscellaneous**

  Julie asked why the Gezer Park sprinklers were running all weekend when it was raining.
Brian replied that our sprinkler systems are reliant on rain cans to gauge rainfall and there have been issues with them. Gezer Park has small water volume so instead of watering the entire park quickly; we have to water it in many zones over a longer time. Unfortunately, we only have one irrigation tech and he is consistently inundated with projects. We need to invest in some better technology for rain gauges and work more proactively instead of reactively. In order to be proactive the irrigation tech needs to be made aware of other city projects so that he may schedule his time.

IV. **Next scheduled Meeting Date**

The next meeting will be held on Tuesday, November 13th at 5:30 p.m. at the Leawood Community Center in the Maple Room.

Bob made a motion to adjourn the meeting.

Steve seconded the motion. The motion was approved unanimously.

The meeting adjourned at 7:00 pm.

Respectfully submitted,

Chris Claxton, Parks and Recreation Director
MEMORANDUM

TO: MAYOR AND CITY COUNCILMEMBERS
SCOTT LAMBERS, CITY ADMINISTRATOR

FROM: CINDY JACOBUS, ASSISTANT CITY CLERK

RE: CEREAL MALT BEVERAGES [CMB] LICENSE RENEWALS

COSENTINO PRICE CHOPPER               WALGREENS CO.
3700 WEST 95th STREET                  4701 TOWN CENTER DRIVE

BREAKOUT KC                           WALGREENS CO.
11535 ASH STREET                      5230 W. 151st STREET

MR. GYROS GREEK FOOD & PASTRIES
11707 ROE AVENUE, SUITE C

DATE: NOVEMBER 19, 2018

Cereal Malt Beverages [CMB] License applications are scheduled for renewal for the above-referenced applicants. I recommend renewal of the licenses, pending no disqualifying information.

Please feel free to contact the City Clerk’s Office, should you have any questions.
MEMORANDUM

TO: MAYOR AND CITY COUNCILMEMBERS
    SCOTT LAMBERS, CITY ADMINISTRATOR

FROM: CINDY JACOBUS, ASSISTANT CITY CLERK

RE: CEREAL MALT BEVERAGES [CMB] LICENSE
    TRADER JOE’S EAST, INC., D/B/A TRADER JOE’S
    4201 WEST 119th STREET

DATE: NOVEMBER 19, 2018

An application for a new Cereal Malt Beverages [CMB] License for the above-referenced applicant has been received. I recommend renewal of the licenses, pending no disqualifying information.

Please feel free to contact the City Clerk’s Office, should you have any questions.
Staff Review

Fact Sheet

SUBJECT: REQUEST TO APPROVE SIXTH AND FINAL PAY REQUEST TO THE DESIGN/BUILD CONTRACT WITH GBA BUILDERS, LLC FOR THE REMOVAL AND REPLACEMENT OF A RETAINING WALL COLLEGE BLVD WEST OF BROOKWOOD NOVEMBER 19, 2018

DISCUSSION

On June 5th, 2017, the City approved a Design/Build Contract with GBA Builders in the amount of $874,703.00 to remove and replace a portion of the failed retaining wall along College Boulevard, west of Brookwood Road.

The existing 2 walls were removed and a single wall was constructed using similar material to blend in with the walls east of Brookwood. Unexpected rock excavation along with weather delayed the project and at the end of the year Water One began to work on their utility lines in the work zone, causing another delay.

In June of 2018, Change Order 1 was approved at $44,933.00 for GBA Builders to provide restoration that unfortunately the Parks Department was unable to perform due to unforeseen circumstances. The Change Order revised the contract to $919,636.00.

The contract is now complete and the Sixth and Final Pay request is presented for $2,856.00 to GBA Builders, LLC. With this payment the total cost for the project came to $918,570.00. A Contractors Performance Checklist is also attached.

It is the recommendation of the Public Works Department the City Council approve the Sixth and Final Payment to GBA Builders, LLC for the amount of $2,856.00 and authorize the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve 6th and FINAL Pay Request

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☑ For
☐ Against
☐ No position

POLLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

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$2,856.00

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Sub-total | $874,703.00 | 0.00 | $874,703.00 |

CO1.0 CHANGE ORDER #1 (Landscaping) | 1.00 | EA  | 2,047.00 | 0.00 | 2,047.00 | 0.00 | 2,047.00 |
| CO1.1 | Fine Grading (3170 SY) | 1.00 | EA  | 1,338.00 | 0.00 | 1,338.00 | 0.00 | 1,338.00 |
| CO1.2 | (2) Chain Link 60" Gates & (2) End Treatments | 1.00 | EA  | 2,158.00 | 0.00 | 2,158.00 | 0.00 | 2,158.00 |
| CO1.3 | 4oz. Geotextile Fabric Non-Woven (690 SY) | 1.00 | EA  | 15,082.00 | 0.00 | 15,082.00 | 0.00 | 15,082.00 |
| CO1.4 | 5" Native River Rock @ 2" Depth (690 SY) | 1.00 | EA  | 10,876.00 | 0.00 | 10,876.00 | 0.00 | 10,876.00 |
| CO1.5 | Fescue Sod (1295 SY) | 1.00 | EA  | 3,412.00 | 0.00 | 3,412.00 | 0.00 | 3,412.00 |
| CO1.6 | Wildflower/Native Grass Seed Blend (913 SY) | 1.00 | EA  | 2,748.00 | 0.00 | 2,748.00 | 0.00 | 2,748.00 |
| CO1.7 | Single Sided ECB @ Native Stand (913 SY) | 1.00 | EA  | 2,270.00 | 0.00 | 2,270.00 | 0.00 | 2,270.00 |
| CO1.8 | Traffic Control | 1.00 | EA  | 5,000.00 | 0.00 | 5,000.00 | 0.00 | 5,000.00 |
| CO1.9 | Force Account | 1.00 | EA  | 3,234.00 | 0.00 | 3,234.00 | 0.00 | 3,234.00 |
| CO1.9.1 | Force Account Addl Sod 385 SY@$8.40 | 1.00 | EA  | 700.00 | 0.00 | 700.00 | 0.00 | 700.00 |

Total Work Completed This Period | 2,855.00 |
Total Work Completed to Date | 918,570.00 |
Retainage This Period | 0.00 |
Total Retainage | 918,570.00 |
Amount Due to Date | $915,714.00 |
Less Previous Payments | $2,656.00 |
Amount Due This Request | $874,703.00 |
Original contract Amount | $44,933.00 |
Total Change Orders to Date | $919,636.00 |
Revised Contract Amount | 100% |
Percent Complete | 0.00 |

Date: 09/24/2018

Todd Anderson
GBA Builders, LLC

Date: 10/31/2018

Shawn Johnson

Date: 11/5/18

Dave Ley P.E.
Director of Public Works

Peggy J. Dunn, Mayor
## CONTRACTOR PERFORMANCE EVALUATION

**Project:** 2017 Leawood Retaining Wall Repair -College BLVD. #80602  
**Contractor:** GBA Builders, LLC

<table>
<thead>
<tr>
<th>Evaluation Date: 10-31-2018</th>
<th>Score</th>
<th>Final Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Completion of Construction within allotted time and budget</td>
<td>3.0</td>
<td>Contractor pulled off of site over disagreement with staff on sub-surface site conditions and reimbursement.</td>
</tr>
<tr>
<td>B Consistency of work effort of the contractor or subs based on schedule</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td>C Quality of work performed by contractor or subcontractor</td>
<td>4.0</td>
<td></td>
</tr>
<tr>
<td>D Damages and repairs of any damage to public or private property</td>
<td>5.0</td>
<td></td>
</tr>
<tr>
<td>E Traffic control in work zone under construction by contractor</td>
<td>0.0</td>
<td>City provided</td>
</tr>
<tr>
<td>F Ability of contractor or subcontractor to communicate and work with residents</td>
<td>0.0</td>
<td>NA</td>
</tr>
<tr>
<td>G Coordination with Utility Companies</td>
<td>5.0</td>
<td></td>
</tr>
<tr>
<td>H Cooperation of the contractor or subcontractor with City Staff</td>
<td>4.0</td>
<td></td>
</tr>
<tr>
<td>I Maintenance of Construction Site During Construction</td>
<td>5.0</td>
<td></td>
</tr>
<tr>
<td>J Responsiveness to a direct request from the Public Works Director</td>
<td>4.0</td>
<td>GBA requested pay for existing conditions. City provided original construction documents to GBA prior to design.</td>
</tr>
<tr>
<td>K Fairness and appropriate use of requests for change orders during construction</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td>L Safety on the job-site during construction</td>
<td>5.0</td>
<td></td>
</tr>
<tr>
<td>M Final restoration and clean-up by contractor and subcontractor</td>
<td>4.0</td>
<td></td>
</tr>
<tr>
<td>N Responsiveness to correction of &quot;punch list&quot; items</td>
<td>5.0</td>
<td></td>
</tr>
<tr>
<td>O Misc.</td>
<td>0.0</td>
<td>NA</td>
</tr>
</tbody>
</table>

* 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.

**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.
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. Three Change Orders have been approved revising the contract to $1,414,871.89.

The Public Works Department is asking for a Change Order No. 4 to perform installation of the art piece Walking Woman on Tomahawk Creek Parkway 600 feet north of 119th Street.

The work includes excavation, installation of a concrete footing, adjusting a sanitary sewer manhole, grading, lighting, setting large stones to support Walking Woman and setting Walking Woman art.

The cost for Change Order No. 4 is $33,273.74 and will revise the contract to $1,448,145.63. The funds for this project are in the Art Projects in the Annual Budget.

It is the recommendation of the Public Works Department the City Council approve the Change Order No. 4 to Kissick Construction Company in the amount of $33,273.74 and authorize the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Approve Change Order No. 4

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION
☐ For
☐ Against
☐ No position
☑ No Assignment

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$33,273.74

FUND SOURCES
Eden Contract #18-018/Project 80255
Change Order using funds for Project 79015
The following changes are hereby authorized in the subject agreement dated:

### Walking Woman Art Installation

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavate for footing, install 10'x4'x14&quot; concrete footing and steel, set stones as furnished by Sturgis, Install Artwork, Install 2 lights, Adjust Sanitary Sewer Manhole to grade and provide Bond. Sod to be completed by Parks</td>
<td>LS</td>
<td>1</td>
<td>$30,273.74</td>
<td>30,273.74</td>
</tr>
<tr>
<td>2</td>
<td>Force Account</td>
<td>LS</td>
<td>1</td>
<td>$3,000.00</td>
<td>3,000.00</td>
</tr>
</tbody>
</table>

**TOTAL:** $33,273.74

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

- Contract price before this change order: $1,414,871.89
- Total Increase/Decrease of this change order: $33,273.74
- Contract price after this change order: $1,448,145.63
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: ______________________

Reviewed by the Project Manager:

By: _________________________

Date: ______________________

Accepted by the City of Leawood:

__________________________
City Engineer

Date: ______________________

Approved by the City of Leawood:

__________________________
Mayor Peggy J Dunn

Date: ______________________
Staff is requesting approval an agreement with Garmin USA, Inc. for the purchase of fitness devices to facilitate employee wellness initiatives.

As part of our continued efforts to minimize healthcare costs, a wellness activity has been proposed to keep employees active while providing feedback of their performance. Data will be tracked by utilizing fitness devices and programs from Garmin that will provide information such as step counts, heart rate, stress level, etc. The program will be a minimum of twelve consecutive weeks and require participants to meet minimum daily activity levels. Several 'challenges' will be available throughout the program as an incentive for participants to increase their activity levels. To date, there are 110+ employees interested in participating in this activity.

Through the City’s relationship with Blue Cross Blue Shield of Kansas City (BCBSKC) the purchase of fitness devices is available through Garmin at a reduced rate. The City will purchase the chosen device for the employee with the understanding that if he/she does not meet the minimum participation, they will reimburse the City for 100% of the cost of the device. BCBSKC has provided $6,000 in 2018 wellness funds to offset the expenses for this program.

It is the recommendation of the Human Resources department that the Governing Body approve a Corporate Purchase Agreement with Garmin, USA Inc. with a cost not to exceed $18,000.

Nicholas Sanders  
Director of Human Resources

**SPONSOR**  
Human Resources

**COUNCIL ACTION TO BE TAKEN**  
Approve a Corporate Purchase Agreement with Garmin USA, Inc. for the purchase of fitness devices not to exceed $18,000.

**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**  
$18,000 / Net $12,000  
- $6,000 received from Blue Cross Blue Shield Wellness Fund

**FUND SOURCES**  
11110.11250.633200 – Misc. Employee Expenses
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CORPORATE PURCHASING AGREEMENT FOR AN AMOUNT NOT TO EXCEED $18,000.00, BETWEEN THE CITY AND GARMIN USA, INC., FOR THE PURCHASE OF GARMIN FITNESS DEVICES

WHEREAS, the City is in need of devices to track employee fitness activity;

WHEREAS, Garmin USA, Inc. provides such devices; and

WHEREAS, the parties desire to execute a Corporate Purchasing Agreement regarding such devices.

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 Corporate Purchasing Agreement between the City and Garmin USA, Inc., in an amount not to exceed $18,000.00, 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 19th day of November, 2018.

APPROVED by the Mayor this 19th day of November, 2018

[SEAL]  

__________________  
Peggy J. Dunn, Mayor

ATTEST:

__________________  
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

__________________  
Patricia A. Bennett, City Attorney
CORPORATE PURCHASE AGREEMENT

THIS CORPORATE PURCHASE AGREEMENT is made this 24th day of September 2018 by and between Garmin USA, Inc., a Kansas corporation with its principal office at 1200 East 151st Street, Olathe, Kansas 66062, United States of America (hereinafter "Garmin") and City of Leawood a Kansas corporation with its principal office at 4800 Town Center Drive Leawood, KS 66211 (hereinafter "Purchaser").

In consideration of the mutual agreements contained herein and the mutual benefits to be derived therefrom, the parties, intending to be legally bound, hereby covenant and agree as follows:

I. TERMS OF SALE

1.1 Purchase Orders. All orders for Garmin Products shall be made by Purchaser's written purchase orders sent to Garmin's home office in Kansas and shall be subject to all of the terms and conditions set forth in this Agreement and in Garmin's order confirmation form and invoice, which are incorporated herein by reference. By placing each order hereunder, Purchaser confirms its agreement with and acceptance of all such terms and conditions. In the event of any discrepancy between the terms and conditions set forth in this Agreement or in Garmin's then current order confirmation form or invoice and any additional or different terms or conditions contained in any purchase order or other communication from Purchaser, the provisions contained in this Agreement and in Garmin's then current order confirmation form and invoice shall prevail and any such additional or different terms or conditions shall be void and of no effect. No order for any Products shall be binding on Garmin unless accepted in writing by a duly authorized employee of Garmin.

1.2 Prices. Products shall be sold to Purchaser at the prices that shall be quoted to Purchaser upon acceptance of each order. The total amount of all transactions made pursuant to this Agreement will not exceed $18,000.00 and City shall not be responsible to pay more than that amount unless agreed to in writing signed by both parties.

1.3 Payment. Unless other payment terms are previously agreed in writing by Garmin, Purchaser shall make full payment in advance for all Products ordered from Garmin by Purchaser. All payments shall be made in United States Dollars (USD). Any amount owed to Garmin, which is not paid when due shall bear interest at the rate of one percent (1%) per month or, if less, the highest rate permitted by applicable law. Purchaser shall reimburse Garmin for all costs and expenses (including attorneys' fees) incurred by Garmin in collecting any payment owed to Garmin hereunder.

1.4 Delivery. All Products shall be shipped "EXW" Ex Works (Garmin's facility in Kansas). For purposes of this Agreement, the term "EXW" shall have the meaning ascribed thereto in INCOTERMS 2010 as published by the International Chamber of Commerce.

1.5 Chargebacks. Chargebacks, fines and penalties are not accepted by Garmin without prior approval by Garmin. With the issuance of a debit, visual evidence must be provided to substantiate the debit (e.g. photograph of pallet for packaging errors, no marking on cartons, etc). These debits will be denied if issued by Purchaser more than thirty (30) days after receipt of shipment. In case of Purchaser audits, any claim, chargeback or debit memo assessed more than one year after the date of the disputed transaction will be denied.

1.6 Resale. Purchaser shall not resell Products without prior written approval from Garmin. Notwithstanding the foregoing, Purchaser may sell the Products to employees of Purchaser and Purchaser's affiliated and parent companies.

1.7 Garmin Internet Sales Policy. Purchaser shall not sell or offer for sale any Garmin product over the Internet or any interactive electronic network without prior written approval from Garmin. Garmin
reserves the right in Garmin's sole discretion to approve or disapprove of the sale or offering for sale by Purchaser of Garmin products over the Internet or any interactive electronic network.

1.8 **Warranty.** All sales to Purchaser shall be subject to Garmin's standard warranty in effect at the time of shipment. Purchaser may extend Garmin's standard warranty to purchasers of Products from Purchaser who purchase such Products within six (6) months of the date of shipment by Garmin to Purchaser provided that such Products have not been altered or modified by Purchaser. Purchaser shall not extend any warranty regarding the Products other than Garmin’s then standard warranty.

1.9 **Limitation of Liability.** Under no circumstances shall Garmin be liable for any consequential, special, punitive or incidental damages and Purchaser’s sole remedy or right of recovery for any action or omission by Garmin or any breach by Garmin of the terms hereof shall be the recovery of any sums actually paid to Garmin as to any invoice, product, or order upon which Purchaser is specifically making claim. Purchaser acknowledges that it may not make claim against Garmin for any lost profits or sales, expenses, damages, or otherwise, and its sole right of recovery against Garmin, directly or indirectly, is the aforementioned amounts actually paid Garmin for the product for which claim is being made. If any claim by Purchaser relates to an invoice or for purchase of product which has not been paid for, Purchaser shall not be entitled to make any claim for purchase price as referenced above, it being clearly understood by Purchaser that payment of its obligations to Garmin is a condition precedent to any claim it might otherwise make against Garmin.

1.10 **Offsets.** Any credits, allowances or other amounts payable or creditable by Garmin to Purchaser shall be subject to offset for any claims or other amounts owed by Purchaser to Garmin.

II. **OBLIGATIONS OF PURCHASER**

2.1 **Compliance with Law.** Purchaser shall comply fully with all laws (including export control laws) of the United States of America and any other countries that may be applicable to the sale or installation of Products by Purchaser. Purchaser warrants that it will comply in all respects with the export and re-export restrictions set forth in any export license (if necessary) for every item shipped from Garmin and will otherwise comply with the Export Administration Regulations or other United States laws and regulations in effect from time to time.

2.2 **Routed Transaction.** In the event of a routed transaction, Purchaser agrees to determine whether there are any export license requirements, to obtain any export license or other official authorization, and carry out any customs formalities for the export of the Products.

III. **CONFIDENTIALITY AND PROPRIETARY RIGHTS**

3.1 **Confidential Information.** Purchaser acknowledges that the Confidential Information (as defined below) comprises valuable trade secrets and is proprietary to Garmin. Purchaser shall hold the Confidential Information in strict confidence and shall not disclose the same to any other person, firm or corporation, except as required to perform its obligations under this Agreement. The foregoing obligation shall not apply to any information that becomes public through no fault of Purchaser. As used herein the term "Confidential Information" means all know-how, designs, drawings, pricing information, specifications and other information, whether or not reduced to writing, relating to the design, manufacture, use and service of any products of Garmin as well as any other information relating to the business of Garmin that may be divulged to Purchaser that is not generally known to the public. Notwithstanding the foregoing, Garmin and Purchaser acknowledge Purchaser is subject to the Kansas Open Records Act (KORA) which may require Purchaser to disclose Confidential Information in accordance with, and only to the extent required by law.

Garmin USA, Inc.
Corporate Purchase Agreement
3.2 **Use of Confidential Information.** Purchaser shall not use the Confidential Information for any purpose other than to perform its obligations under this Agreement. Purchaser shall not copy or reverse engineer any Products.

3.3 **Trademarks and Trade Names.** All Products sold to Purchaser shall bear Garmin's trademarks. Purchaser shall not remove, conceal or alter any such trademarks. Purchaser acknowledges and agrees that this Agreement gives Purchaser no rights in Garmin's trademarks except that Garmin grants Purchaser a limited, non-exclusive license during the term of this Agreement to reproduce Garmin's trademarks in advertisements and other promotional materials relating to the Products in accordance with such standards for use of its trademarks as may be established from time to time by Garmin. Such license shall expire immediately upon the expiration or termination of this Agreement. All goodwill arising from Purchaser's use of Garmin's trademarks shall inure solely to the benefit of Garmin. All advertisements and other promotional materials using Garmin's trademarks which are prepared by Purchaser shall include an appropriate notice indicating that such trademarks are the property of Garmin. Purchaser shall not use Garmin's trademarks or name as part of its corporate or business name, provided that Purchaser may identify itself as an authorized Purchaser of Garmin. Purchaser shall not register any of Garmin's trademarks or any mark or name closely resembling them.

Purchaser shall not register in any Internet domain any domain name which incorporates as any part of such domain name the Garmin name or any other trademark used by Garmin.

3.4 **Injunctive Relief.** Purchaser agrees that damages may be an inadequate remedy to protect Garmin against any breach by Purchaser of the provisions of Article III of this Agreement. Accordingly, Garmin shall be entitled to the granting of injunctive relief by a court of competent jurisdiction against any action by Purchaser that constitutes a breach of this Article III.

IV. **TERM AND TERMINATION**

4.1 **Term.** The effective date of this Agreement shall be the date first above written. The initial term of the Agreement shall be one year at which time it will automatically be renewed for successive one-year periods until terminated as provided in Section 4.2 below or by mutual consent.

4.2 **Termination.** This Agreement may be terminated prior to expiration of the initial or any renewal term by written notice to the other party as follows:

(a) by either party, without cause, by giving at least 30 days prior written notice of termination;

(b) by Garmin, effective immediately, in the event that Purchaser breaches any of the terms of this Agreement;

(c) by Garmin, effective immediately, if Purchaser shall become the subject of any voluntary or involuntary bankruptcy, receivership or insolvency proceeding; or shall make an assignment for the benefit of creditors; and

(d) by Garmin, effective immediately, if in the opinion of Garmin, there has occurred any material change in the ownership, management, sales and marketing capability or financial condition of Purchaser.

4.3 **Rights of Parties on Expiration or Termination.** The following provisions shall apply on the expiration or termination of this Agreement:

Garmin USA, Inc.
Corporate Purchase Agreement
(a) Purchaser shall cease all sales activities relating to the Products and shall return to Garmin all sales literature supplied by Garmin and all Confidential Information which is then in Purchaser's possession or control.

(b) All indebtedness of Purchaser to Garmin shall become immediately due and payable and Garmin shall be entitled to reimbursement of attorneys' fees that it may incur in collecting such indebtedness;

(c) Purchaser shall cease all use of any trademarks or designs owned by Garmin;

(d) The expiration or termination of this Agreement shall not release Purchaser from the payment of any sums then owing or from any other obligations herein provided to be performed after such expiration or termination;

(e) Garmin shall have no obligation to repurchase or to credit Purchaser for any Products in Purchaser's stock which are unsold at the date of expiration or termination of this Agreement. Garmin may, at its option, repurchase all or a portion of the Products in Purchaser's stock at the then current prices to Purchaser or at the prices which Purchaser paid to Garmin, whichever are lower, less the cost of repairing or reconditioning such Products. In the event of such repurchase, Purchaser shall promptly pack box or crate, in a manner acceptable to Garmin, any Products which Garmin has elected to repurchase. Such repurchase shall not relieve Purchaser of its obligation to pay Garmin any balance remaining due after credit is applied for any repurchase of Product. If the Agreement was terminated, the party who gave notice of termination shall pay the packaging and freight charges. If the Agreement expired, Garmin shall pay the packaging and freight charges.

(f) If Garmin should continue to sell its products to Purchaser after the termination of this Agreement, such sales shall be subject to the terms and conditions hereof, and such additional sales by Garmin shall not constitute a renewal of this Agreement.

(g) Upon termination of this Agreement, Garmin may, at its option, by written notice to the Purchaser, cancel any orders in full or in part.

4.4 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL GARMIN BE LIABLE TO PURCHASER BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, (A) LOSS OF PROSPECTIVE PROFITS, (B) GOODWILL OR LOSS THEREOF, OR (C) EXPENDITURES OR INVESTMENTS MADE BY PURCHASER IN RELIANCE ON THE EXISTENCE OF THIS AGREEMENT.

4.5 Survival. The provisions of Articles I, II, III, and IV (Sections 4.3, 4.4 and 4.5) hereof shall survive any expiration or termination of this Agreement.

V. MISCELLANEOUS

5.1 Entire Agreement. This Agreement, including Garmin's order confirmation form and invoice form which are incorporated herein by reference, constitutes the entire agreement between the parties hereto on the subject matter hereof and supersedes all prior agreements and understandings of every kind and nature between them. This Agreement will not be deemed in effect until it has been executed by an authorized representative of both parties: Purchaser and Garmin.

5.2 Amendments. No amendment or modification to this Agreement shall be effective unless in writing and signed by both parties.
5.3 **Assignment.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of Garmin. Purchaser shall not assign or transfer any of its rights or obligations hereunder.

5.4 **Waiver.** The failure of Garmin at any time to require performance by Purchaser of any of the provisions hereof shall not operate as a waiver of Garmin’s right to require strict performance of the same or other provisions thereafter.

5.5 **Force Majeure.** Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement (other than an obligation to make payments in accordance with this Agreement) where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes and other labor disputes, embargoes, export control laws, delays in transportation and inability to obtain labor, supplies or manufacturing facilities. In the event that any force majeure event shall prevent Garmin from being able to supply Products to all its customers Garmin shall be entitled to allocate its available supply of Products among its customers in such proportions as Garmin, in its sole discretion, shall deem appropriate.

5.6 **Legal Action**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to the principles of conflicts of laws.

(b) ** Jurisdiction.** Purchaser hereby submits itself to the jurisdiction of the State of Kansas and agrees that, for the purposes of any action brought by Purchaser under this Agreement, the exclusive venue for any claims shall be the District Court of Johnson County, Kansas. Garmin may, pursuant hereto, bring any action hereunder or any claim for money due in the aforementioned District Court of Johnson County, Kansas.

5.7 **Headings.** Any headings used in this Agreement are for convenience in reference only and are not a part of this Agreement.

5.8 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered in person or sent by telecopy or by registered or certified air mail, postage prepaid, addressed to the parties at their addresses stated in the preamble to this Agreement or to such other address of which either party may advise the other by written notice. Notices shall be deemed given on the date of delivery if delivered in person or sent by telecopy or, if sent by mail, seven business days after deposit in the mail, postage prepaid.

5.9 **Severability.** If any provision of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of this Agreement.

5.10 **Counterparts.** This Agreement may be signed in duplicate originals or in separate counterparts which are effective as if the parties signed a single original. A facsimile or scan of any original signature transmitted by one party to the other party is effective as if the original was sent to the other party. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

5.11 **Independent Contractor Status.** Purchaser is an independent purchaser, seller and installer of Garmin’s Products. Purchaser shall not be considered an agent, employee, partner or legal
representative of Garmin for any purpose. Purchaser shall be responsible for all of its own expenses and employees.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

City of Leawood, Kansas

By: __________________________
Name: Peggy Dunn
Title: Mayor

Garmin USA, Inc.

By: __________________________
Name: Dan J. Bartel
Title: Vice President, Worldwide Sales
DISCUSSION

The Public Works Department requests the approval and authorization of a Resolution and Auction Engagement Agreement with Addendum between the City and Purple Wave, Inc., for the auction sale of surplus property.

The previous auction company contracted by the City and used since 2006 went out of business in March of this year.

In looking for and researching how other municipalities are disposing of their surplus property, it was found that many are using a State Contract Awarded to Purple Wave, Inc. with much success. A few examples are Leavenworth County, City of Lansing, Johnson County, Unified Government of Wyandotte County, Atchison County, City of Overland Park, Miami County, City of Eudora, Douglas County, Mission, Prairie Village, Roeland Park, Fairway and Lawrence to name a few.

Purple Wave Auctions are a little different than past auctioneers we have used, in that the property being disposed of remains on-site and is not transported to an auction site. Once contacted, Purple Wave responds to the City facility where the item is housed. Purple Wave then photographs, describes and places the item for sale in an "on-line" auction site. Staff will designate a person and time for vehicles and equipment to be "viewed" by potential buyers. Instructions are given to interested buyers on how to view and bid on the item. Purple Wave handles the paperwork and payment collection. Purple Wave retains a 10% buyer's fee from all winning bids and then remits the remainder to the Seller (the City) in a quick turn-around time from the sale.

The Department of Public Works requests that the Governing Body approve and authorize the contract and addendum with Purple Wave so that we can continue to move out our surplus property, making room for new/replacements as budgeted/scheduled.

David Ley, P.E.
Director of Public Works
RESOLUTION NO. ____________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AUCTION ENGAGEMENT AGREEMENT AND ADDENDUM BETWEEN THE CITY AND PURPLE WAVE, INC., PERTAINING TO THE AUCTION SALE OF SURPLUS PROPERTY

WHEREAS, the City is in need of services pertaining to the auction sale of surplus property;

WHEREAS, Purple Wave, Inc. provides such services; and

WHEREAS, the parties desire to enter into an Auction Engagement Agreement and Addendum.

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 Auction Engagement Agreement and Addendum between the City and Purple Wave, Inc., 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 19th day of November, 2018.

APPROVED by the Mayor this 19th day of November, 2018.

[SEAL]  
PEGGY J. DUNN, MAYOR

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Auction Engagement Agreement
State of Kansas Agencies & Political Subdivisions

Seller Information
Customer No. (if known): ________________ Agency/Entity Name: City of Leawood, Kansas
Representative Name: Public Works Department Representative Title: Director, Adm./Services
Street: 4800 Town Center Drive Manager or Superintendent
City: Leawood State: KS ZIP: 66211
Phone: 913-863-9130 Cell: ________________
Email: ________________

The Agency/Entity noted above ("Seller") engages Purple Wave, Inc. ("Auctioneer") as Seller's exclusive agent to deliver its auction services and sell the assets described on any Exhibit 1 ("Property") pursuant to State of Kansas Department of Administration Contract No. 42014, originally dated November 1, 2016 ("State Contract") and the terms of this engagement agreement ("Engagement Agreement").

Incorporation of State Contract. The terms and conditions of the State Contract are incorporated into and are part of this Engagement Agreement. Seller and Auctioneer further agree as follows:

- **Auctioneer's services and rates.** Auctioneer will deliver its turn-key, full services to Seller as defined in the scope of the State Contract. As provided in the State Contract, Auctioneer will collect and retain a 10% buyer's fee from all winning bidders, and Auctioneer may also collect other fees from buyers for their failure to adhere to the payment, pickup and other auction terms and conditions.

- **Assets sold "as-is, where-is."** All Property will be advertised and sold in its "as-is, where-is" condition.

- **Minimums and reserves.** Auctioneer's business is built on bidders' confidence that assets will sell to the high bidder regardless of price, and without interference by Seller or Auctioneer. For that reason, Auctioneer conducts unreserved auctions. Seller will advise Auctioneer before the Property is placed online for bidding if Seller is unable or unwilling to sell the Property without minimums or reserve prices.

- **Seller's authority to sell the Property.** Seller covenants and warrants that Seller owns the Property and is authorized to sell the Property at auction.

- **Seller's cooperation with Auctioneer.** Seller will provide information requested by Auctioneer to assist in creating an accurate Property listing, allow Auctioneer to create auction lots, and work with Auctioneer and bidders to schedule Property inspections and schedule post-auction loadout.

- **Auction advertising expenses.** Auctioneer will provide the level of advertising it deems appropriate to properly market the Property, at Auctioneer's expense, unless a separate advertising agreement is executed between Auctioneer and Seller prior to beginning the auction.

- **Settlement of auction proceeds to Seller.** Auctioneer will deliver all auction proceeds to Seller, along with a detailed settlement statement, within 7 business days of final collection from bidders.

- **Miscellaneous.** This Engagement Agreement and any Exhibit 1 documents may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures and scanned/emailed signatures are permitted and shall be binding.

Continuing effect of this Engagement Agreement for Seller's convenience. While Auctioneer is a vendor under the State Contract, this Engagement Agreement may be executed just once, so long as a fresh Exhibit 1 listing all Property is executed each time Seller desires to use Auctioneer’s services.

Agreed the last date written below:

**Seller**
City of Leawood, KS

Signature: __________________________
Title: Mayor
Name Printed: Peggy J. Dunn
Date: ________________

**Auctioneer - Purple Wave, Inc.**

Signature: __________________________
Title: Territory Manager
Name Printed: Michael Brown
Date: ________________

Copyright © 2018 | Purple Wave, Inc. | State of Kansas Agencies & Political Subdivisions 03.05.2018
## EXHIBIT 1 PROPERTY LIST

**S**eller: City of Leawood, Kansas

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<tr>
<th>ICN</th>
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This Exhibit 1 establishes the assets list that will be auctioned under the terms and conditions of the attached Auction Agreement.

Please select one below if above is blank:

- [ ] You will be using the listing sheet(s) and/or data capture sheet(s) as Exhibit 1. (Seller initials required on each sheet)

- [ ] You will provide a separate list of assets to be consigned as Exhibit 1. (Seller signature is required on separate list)

**Seller’s Signature:** ____________________________

Page _____ of _____

Copyright © 2015 | Purple Wave, Inc. | Internet Auction Agreement - 02.26.2015
ADDENDUM

This addendum is attached to and made a part of the agreement dated the ____ day of ________, by and between the City of Leawood, Kansas and Purple Wave Inc. and revises and supersedes any inconsistent provisions of the contract documents.

I. INSURANCE

Contractor shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is authorized to do business in Kansas; carries an A.M. Best Company Rating of A-: VII. The Contractor is required to carry insurance while performing the work for the City. All general and automobile liability insurance shall be written on an occurrence basis. The Contractor shall name the City as an additional insured on all claims, provided, however, that for claims determined to be subject to the Kansas Tort Claims Act, the City shall be named and the amount of insurance shall be $500,000. The Contractor shall name the City as an additional insured for all other claims set forth below:

1. General Liability
   (a) General Aggregate .................................................. $2,000,000.00
   (b) Products / Completed Operations Aggregate ................... $2,000,000.00
   (c) Personal and Advertising Injury (Each Person) ............... $1,000,000.00
   (d) Each Occurrence .................................................. $1,000,000.00

2. Policy MUST include the following conditions: (a) Broad Form Contractual/Contractually Assumed Liability; (b) Explosion, Collapse and Underground; and (c) Independent Contractors.

3. Automobile Liability
   Policy shall protect the Contractor 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.

   (a) All autos Combined Single Limits (CSL) ....................... $1,000,000.00
   (b) Uninsured motorists .............................................. $1,000,000.00
   (c) Excess Liability .................................................. Their Limit

Umbrella policy may be used to meet coverage limits.

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles
and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

4. Workers Compensation (includes “all states” insurance)
   (a) Workers Compensation
   (b) Contractor shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.
   (c) Employer’s Liability:
       | 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. Subcontractor’s Insurance. If any part of this Agreement is to be sublet, the Contractor 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.

II. EQUAL OPPORTUNITY

Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Contractor shall include the phrase, “equal opportunity employer”; if Contractor fails to comply with the manner in which Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; if Contractor is found guilty of a violation of the Kansas act against discrimination or any other act banning discrimination or retaliation, under a decision or order of the commission which has become final, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; and Contractor shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

III. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Kansas and jurisdiction and venue shall be exclusively in the District Courts of Johnson County.
IV. INDEMNIFICATION

City shall not be responsible to indemnify or hold the Contractor harmless.

V. PRECEDENCE

This addendum shall take precedence over all other contract documents.

VI. AUTHORITY

The City Administrator has the authority to execute the various Exhibit 1 documents to be used to auction City property.

VII. FEES

Contractor will collect and retain a 10% buyer’s fee from all winning bidders in addition to the sale price. The complete sales price shall be remitted to the City within 7 business days of final collection of the sales price from the bidder(s).

VIII. TERMINATION

The parties agree that this Agreement is not exclusive and that City may terminate the agreement at any time.

City of Leawood:

By: __________________________       Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

______________________________       Patricia A. Bennett
City Attorney
Contractor:
Purple Wave

Print Name: Michael Braun
Michael Braun

Title: Territory Manager

Date: 1-5-18

Address: 825 Levee Dr

Email: Michael.Braun@PurpleWave.com
Phone: 785-565-3337
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FOR THE IMPROVEMENTS PERFORMED ON THE 2017 RESIDENTIAL RECONSTRUCTION PROJECT
NOVEMBER 19, 2018

DISCUSSION
The Public Works Department is requesting a Resolution accepting a Permanent Storm Sewer Easement for property within the Improvements to the 2017 Residential Street Reconstruction Project, completed earlier this year.

The property owner has signed the Storm Sewer Easement, donating the area requested. The easement was required with road and storm sewer improvements completed in their area.

Storm Sewer Easement
Grantor/s: Helen M. Wendlandt Trustee

All that part of the E 15 feet Lot 1250 and W 100 feet Lot 1251, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 454 square feet more or less.
Address: 3517 W 92nd Street, Leawood, KS

The Department of Public Works requests that the Governing Body accept the Storm Sewer 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 80217
RESOLUTION NO. ____________

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR HELEN M. WENDLANDT, TRUSTEE, FOR PROPERTY LOCATED AT 3517 W. 92ND STREET, PERTAINING TO THE 2017 RESIDENTIAL STREET RECONSTRUCTION PROJECT [PROJECT # 80217]

WHEREAS, the Grantor Helen M. Wendlandt, Trustee, 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS: That Helen M. Wendlandt Trustee, Grantor herein, in consideration of the sum of One Dollar ($1.00) cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the 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; including 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 and appurtenant work 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:

All that part of E 15 feet Lot 1250 and W 100 feet Lot 1251, Leawood, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Beginning at the northwest corner of said Lot E 15 feet Lot 1250 and W 100 feet Lot 1251, thence S 2°29'5" E along the east property line a distance of 99.18’, thence N 2°47'1" E a distance of 99.60 feet to a point on the north property line, thence S 87°30'55" W along the north property line a distance of 9.15’ to the point of beginning. Containing 454 square feet, more or less.

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.

2. It is understood by the Grantor_ that any 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, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so 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 28th day of March, 2010.

Helen M. Wendlandt Trustee
Helen M. Wendlandt Trustee

STATE OF Kansas
COUNTY OF Johnson

BE IT REMEMBERED, that on this 28th day of March, 2010, before me, the undersigned, a Notary Public in and for the said County and State, came Helen M. Wendlandt Trustee personally known to me to be the same person who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

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

My Commission Expires:

Nancy C. Kohn
Notary Public
Staff Review

Fact Sheet

SUBJECT: RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FOR THE IMPROVEMENTS PERFORMED ON THE 2017 RESIDENTIAL RECONSTRUCTION PROJECT

NOVEMBER 19, 2018

DISCUSSION

The Public Works Department is requesting a Resolution accepting a Permanent Storm Sewer Easement for property within the Improvements to the 2017 Residential Street Reconstruction Project, completed earlier this year.

The property owner has signed the Storm Sewer Easement, donating the area requested. The easement was required with road and stormsewer improvements completed in their area.

Storm Sewer Easement
Grantor/s: Amy Jo Paddock

All that part of Lot W 105’ Lot 1250, in LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 1592 square feet more or less.
Address: 3523 W 92nd Street, Leawood, KS

The Department of Public Works requests that the Governing Body accept the Storm Sewer 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 80217
RESOLUTION NO. ___________

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR AMY JO PADDAK, FOR PROPERTY LOCATED AT 3523 W. 92ND STREET, PERTAINING TO THE 2017 RESIDENTIAL STREET RECONSTRUCTION PROJECT [PROJECT # 80217]

WHEREAS, the Grantor Amy Jo Paddock 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS: That Amy Jo Paddack, Grantor herein, in consideration of the sum of One Dollar ($1.00) cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the 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; including 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 and appurtenant work 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:

All that part of Lot W 105’ Lot 1250, Leawood, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Beginning at the northeast corner of said Lot W 105’ Lot 1250, thence S 87°30’55” W along the north property line a distance of 4.91’, thence S 2°24’1” W a distance of 140.59’ to a point on the south property line, thence N 87°30’55” E along south property line a distance of 17.82’ to the southeast corner of said lot, thence N 2°29’5” W along east property line a distance of 140.00’ to the point of beginning. Containing 1592 square feet, more or less.

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.
2. It is understood by the Grantor that any 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, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so 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 21st day of March, 2017.

Amy Jo Paddack

STATE OF KANSAS

COUNTY OF JOHNSON

BE IT REMEMBERED, that on this 21st day of March, 2017, before me, the undersigned, a Notary Public in and for the said County and State, came personally known to me to be the same person who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

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

My Commission Expires:

[Signature]

Notary Public
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FOR THE IMPROVEMENTS PERFORMED ON THE 2017 RESIDENTIAL RECONSTRUCTION PROJECT NOVEMBER 19, 2018

DISCUSSION
The Public Works Department is requesting a Resolution accepting a Permanent Storm Sewer Easement for property within the Improvements to the 2017 Residential Street Reconstruction Project, completed earlier this year.

The property owners have signed the Storm Sewer Easement, donating the area requested. The easement was required with road and stormsewer improvements completed in their area.

Storm Sewer Easement
Grantor/s: Timothy S. Kellerman and Nancy J. Kellerman

All that part of Lot 1303, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 725 square feet more or less. Address: 3404 W 92nd Terrace, Leawood, KS

The Department of Public Works requests that the Governing Body accept the Storm Sewer 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 80217
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTORS TIMOTHY S. KELLERMAN AND NANCY J. KELLERMAN, FOR PROPERTY LOCATED AT 3404 W. 92ND TERRACE, PERTAINING TO THE 2017 RESIDENTIAL STREET RECONSTRUCTION PROJECT [PROJECT # 80217]

WHEREAS, the Grantors Timothy S. Kellerman and Nancy J. Kellerman have 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS: That Timothy S Kellerman and Nancy J Kellerman, Grantors herein, in consideration of the sum of One Dollar ($1.00) cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the 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; including 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 and appurtenant work 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:

All that part of Lot 1303 Leawood, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Beginning at the southwest corner of said Lot 1303, thence N 87°27'47" E along the south property line a distance of 3.88', thence N 0°15'7" W a distance of 125.28', thence hence S 89°06'18" W a distance of 7.71' to a point on the east property line, thence S 2°0'17" E along the east property line a distance of 125.38' to the point of beginning. Containing 725 square feet, more or less.

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.

2. It is understood by the Grantor that any 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, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so 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 21 day of March, 2017.

Timothy S Kellerman

Nancy J Kellerman

STATE OF KANSAS SS.
COUNTY OF JOPLIN

BE IT REMEMBERED, that on this 21st day of March, 2017, before me, the undersigned, a Notary Public in, and for the said County and State, came personally known to me to be the same person who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

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

My Commission Expires:

10-19-20

JILL ANN CLARK
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 10-18-20
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FOR THE IMPROVEMENTS PERFORMED ON THE 2017 RESIDENTIAL RECONSTRUCTION PROJECT
NOVEMBER 19, 2018

DISCUSSION
The Public Works Department is requesting a Resolution accepting a Permanent Storm Sewer Easement for property within the Improvements to the 2017 Residential Street Reconstruction Project, completed earlier this year.

The property owners have signed the Storm Sewer Easement, donating the area requested. The easement was required with road and stormsewer improvements completed in their area.

Storm Sewer Easement
Grantor/s: Jeffrey Mark Danda and Krittika Chochai

All that part of Lot 1305, LEWOOD, a subdivision in the City of Leawood, Kansas, containing 1399 square feet more or less. Address: 9218 Wenonga, Leawood, KS

The Department of Public Works requests that the Governing Body accept the Storm Sewer 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 80217
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTORS JEFFREY MARK DANDA AND KRITTIKA CHOCHAI, FOR PROPERTY LOCATED AT 9218 WENONGA, PERTAINING TO THE 2017 RESIDENTIAL STREET RECONSTRUCTION PROJECT [PROJECT # 80217]

WHEREAS, the Grantors Jeffrey Mark Danda and Krittika Chochai have 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS: That Jeffrey Mark Danda and Krittika Chochai, Grantor herein, in consideration of the sum of One Dollar ($1.00) cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the 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; including 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 and appurtenant work 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:

All that part of Lot 1305, Leawood, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

The South 10 feet of said Lot 1305. Containing 1399 square feet, more or less.

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.

2. It is understood by the Grantor__ that any 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, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so 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 27 day of September, 2016.

Jeffrey Mark Danda
Krittika Chochoai

STATE OF Kansas SS.
COUNTY OF Johnson SS.

BE IT REMEMBERED, that on this 27 day of September, 2016, before me, the undersigned, a Notary Public in and for the said County and State, came Jeffrey Mark Danda and Krittika Chochoai who is are personally known to me to be the same person(s) who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

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

My Commission Expires:

3/31/2018

Erin McKeenize Jeffrey
Notary Public
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FOR THE IMPROVEMENTS PERFORMED ON THE 2017 RESIDENTIAL RECONSTRUCTION PROJECT
NOVEMBER 19, 2018

DISCUSSION
The Public Works Department is requesting a Resolution accepting a Permanent Storm Sewer Easement for property within the Improvements to the 2017 Residential Street Reconstruction Project, completed earlier this year.

The property owner has signed the Storm Sewer Easement, donating the area requested. The easement was required with road and stormsewer improvements completed in their area.

Storm Sewer Easement
Grantor/s: Garner Family Irrev Trust
signed by Carol A. Garner

All that part of Lot 1419, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 1551 square feet more or less. Address: 3524 W 92nd Terrace, Leawood, KS

The Department of Public Works requests that the Governing Body accept the Storm Sewer 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 80217
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTOR GARNER FAMILY IRREVOCABLE TRUST, FOR PROPERTY LOCATED AT 3524 W. 92ND TERRACE, PERTAINING TO THE 2017 RESIDENTIAL STREET RECONSTRUCTION PROJECT [PROJECT # 80217]

WHEREAS, the Grantor Garner Family Irrevocable Trust 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS: That Garner Family Irrev Trust, Grantor herein, in consideration of the sum of One Dollar ($1.00) cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the 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; including 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 and appurtenant work 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:

All that part of Lot 1419 Leawood, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Beginning at the northeast corner of said lot 1419, thence S 87°30’55” W along the north property line a distance of 11.14 feet, thence S 2°56’56” E a distance of 141.21’ to a point on the south property line, thence N 87°27’45” E along the south property line a distance of 10.13’ to the southeast corner of said lot 1419, thence N 2°32’15” W along the east property lines a distance of 141.20’ to the point of beginning. Containing 1551 square feet, more or less.

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.

2. It is understood by the Grantor ___ that any 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, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so 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 17 day of April, 2017.

[Signature]

Garner Family Irrev Trust

Carol A. Garner
(Print Name)

STATE OF (Missouri) SS.

COUNTY OF (Jackson)

BE IT REMEMBERED, that on this 17th day of April, 2017, before me, the undersigned, a Notary Public in and for the said County and State, came personally known to me to be the same person who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

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

My Commission Expires:

03/27/2020

Evan Stallbaumer
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Mar. 27, 2020
Commission # 12320292
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FOR THE IMPROVEMENTS PERFORMED ON THE 2017 RESIDENTIAL RECONSTRUCTION PROJECT
NOVEMBER 19, 2018

DISCUSSION

The Public Works Department is requesting a Resolution accepting a Permanent Storm Sewer Easement for property within the Improvements to the 2017 Residential Street Reconstruction Project, completed earlier this year.

The property owners have signed the Storm Sewer Easement, donating the area requested. The easement was required with road and stormsewer improvements completed in their area.

Storm Sewer Easement
Grantor/s: Mason E. Goodman and Andrea L. Goodman

All that part of Lot 1451, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 1793 square feet more or less.
Address: 9225 Pawnee Lane, Leawood, KS

The Department of Public Works requests that the Governing Body accept the Storm Sewer 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 80217
RESOLUTION NO. ____________

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTORS MASON E. GOODMAN AND ANDREA L. GOODMAN, FOR PROPERTY LOCATED AT 9225 PAWNEE LANE, PERTAINING TO THE 2017 RESIDENTIAL STREET RECONSTRUCTION PROJECT [PROJECT # 80217]

WHEREAS, the Grantors Mason E. Goodman and Andrea L. Goodman have 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS: That Mason E. Goodmon and Andrea L. Goodmon, Grantors herein, in consideration of the sum of One Dollar ($1.00) cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the 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; including 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 and appurtenant work 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:

All that part of Lot 1451 Leawood, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Beginning at the northeast corner of said Lot 1451, thence N 83°20'36" W along the north property line a distance of 20.28', thence S 2°0'17" E a distance of 117.46', thence N 87°59'43" E a distance of 15.00', thence N 2°0'17" W a distance of 106.64', thence N 87°59'43" E a distance of 5.05' to a point on the east property line, thence N 2°0'17" W along east property line a distance of 7.77' to the point of beginning. Containing 1793 square feet, more or less.

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.
2. It is understood by the Grantor that any 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, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so 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 15 day of April, 2017.

[Signature]
Mason E. Goodman

STATE OF Kansas SS.

COUNTY OF Johnson SS.

BE IT REMEMBERED, that on this 15th day of April, 2017, before me, the undersigned, a Notary Public in and for the said County and State, came personally known to me to be the same person who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

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

My Commission Expires: 6-22-2019

[Signature]
Notary Public

[Notary Seal]
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FOR THE IMPROVEMENTS PERFORMED ON THE 2017 RESIDENTIAL RECONSTRUCTION PROJECT
NOVEMBER 19, 2018

DISCUSSION
The Public Works Department is requesting a Resolution accepting a Permanent Storm Sewer Easement for property within the Improvements to the 2017 Residential Street Reconstruction Project, completed earlier this year.

The property owners have signed the Storm Sewer Easement, donating the area requested. The easement was required with road and storm sewer improvements completed in their area.

Storm Sewer Easement
Grantor/s: Richard B. Cray, III and Ashley S. Cray

All that part of Lot 1428, LEAWOOD, a subdivision in the City of Leawood, Kansas, containing 1170 square feet more or less. Address: 3408 W 92 Terrace, Leawood, KS

The Department of Public Works requests that the Governing Body accept the Storm Sewer Easement so that the easement can be recorded at Johnson County’s Clerk office.

David Ley, P.E.
Director of Public Works

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<th>COUNCIL ACTION TO BE TAKEN</th>
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RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT STORM SEWER EASEMENT FROM GRANTORS RICHARD B. CRAY, III, AND ASHLEY S. CRAY, FOR PROPERTY LOCATED AT 3408 W. 92ND TERRACE, PERTAINING TO THE 2017 RESIDENTIAL STREET RECONSTRUCTION PROJECT [PROJECT # 80217]

WHEREAS, the Grantors Richard B. Cray, III, and Ashley S. Cray have 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS: That Richard B. III Cray and Ashley S. Cray, Grantors herein, in consideration of the sum of **One Dollar ($1.00) cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the 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; including 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 and appurtenant work 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:

All that part of Lot 1428 Leawood, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Beginning at the southeast corner of said Lot 1428, thence N 2°0’17” W along the east property line a distance of 125.38’, thence S 89°06’18” W a distance of 7.29’, thence S 0°10’17” E a distance of 125.69’ to a point on the south property line, thence N 87°27’47” E along the south property line a distance of 11.31’ to the point of beginning. Containing 1170 square feet, more or less.

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.

2. It is understood by the Grantor __ that any 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, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so 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 **20** day of **March**, 2017.

[Signature]
Richard B. III Cray

[Signature]
Ashley S. Cray

STATE OF **MISSOURI**

COUNTY OF **JACKSON** SS.

BE IT REMEMBERED, that on this **20** day of **March**, 2017, before me, the undersigned, a Notary Public in and for the said County and State, came personally known to me to be the **5** person who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

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

My Commission Expires:

[Signature]

LINDA L. NUTT
Notary Public

LINDA L. NUTT
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
Commission # 1547716
Commission Expires 04-24-19
DISCUSSION

The Public Works Department is requesting a Resolution accepting a Permanent Utility Easement for property within the Development of Leabrooke Town Manor Villas. The easement area is located at 14521 Meadow Lane and runs between Lot 19 and Lot 20 of the Leabrooke Town Manor Villas Development.

The property owners have signed the Permanent Utility Easement, donating the area requested. The easement is required with placement of necessary utilities for the construction of the development.

Permanent Utility Easement
Grantor/s: Leabrooke Townhomes LLC

The southerly 5.00 Feet of Lot 19, LEABROOKE TOWN MANOR VILLAS, a Subdivision of land in the City of Leawood, KS containing 738 square feet more or less, together with-

the northerly 5.00 feet of Lot 20, LEABROOKE TOWN MANOR VILLAS, a subdivision of land in the City of Leawood, KS containing 614 square feet together with-

a part of Tract B of said LEABROOKE MANOR VILLAS containing 157 square feet more or less.

The Department of Public Works requests that the Governing Body accept the Permanent Utility Easement so that the easement can be recorded at Johnson County’s Clerk office.

David Ley, P.E.
Director of Public Works
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT UTILITY EASEMENT FROM GRANTOR LEABROOKE TOWNHOMES LLC, FOR PROPERTY LOCATED AT 14521 MEADOW LANE, LEABROOK TOWN MANOR VILLAS SUBDIVISION, LOTS 19 & 20, TRACT B

WHEREAS, the Grantor Leabrook Townhomes LLC 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 19th day of November, 2018.

APPROVED by the Mayor this 19th 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 MEN BY THESE PRESENTS, Leabrooke Townhomes LLC, Dated October 23, 2018 (Grantor), herein, for and in the consideration of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby grant to the CITY OF LEAWOOD, KANSAS, Grantee, a municipal corporation of the State of Kansas, its successors and assigns forever a permanent easement to enter upon, locate, construct and maintain or to authorize the location, construction or maintenance and use of conduits, water, gas, sanitary sewer pipes, drainage facilities, underground wires, ducts and cables, and similar facilities, upon, over and under the following described real-estate. By this easement, Grantor conveys to Grantee, its successors and to such other governmental entities as may be authorized by Grantee or its successors, the right to use such easement for said purposes, together with the right of ingress and egress, over and through the following premises, to-wit:

See Attached Exhibit A

This grant is a permanent easement for the purpose aforesaid and full consideration therefore is acknowledged; provided however,

The rights granted herein shall not be construed to interfere with or restrict the Grantor, its successors and assigns from the premises with respect to the construction and maintenance of property improvements. The same is so construed as not to impair the strength or interfere with the use and maintenance of said utilities. All users of the easement shall 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 right of way.
This Easement shall apply to all interest now owned or hereafter acquired to the above described property.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this

25 day of October , 2018

GRANTORS

[Signature]

Robert C Hummel
Secretary & Treasurer, Leabrooke Townhomes LLC

ACKNOWLEDGMENT

State of Kansas )
County of Johnson ) Ss.

On this 25th day of October, 2018, before me a Notary Public, Robert C. Hummel 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 2/14/2020  Notary Public [Signature]

[Stamp with notary information]
LEGAL DESCRIPTION:

THE SOUTHERLY 5.00 FEET OF LOT 19, LEABROOKE TOWN MANOR VILLAS, A SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, CONTAINING 738 SQUARE FEET MORE OR LESS OF PLATTED LAND;

TOGETHER WITH:

THE NORTHERLY 5.00 FEET OF LOT 20, OF SAID LEABROOKE TOWN MANOR VILLAS, CONTAINING 614 SQUARE FEET MORE OR LESS OF PLATTED LAND;

TOGETHER WITH:

A PART OF TRACT B, OF SAID LEABROOKE TOWN MANOR VILLAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 19; THENCE S 82°31'55" E, ALONG THE NORTHERLY LINE OF SAID LOT 20, AND ALONG THE SOUTHERLY LINE OF SAID LOT 19, A DISTANCE OF 25.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; SAID POINT ALSO BEING ON THE WEST LINE OF A 15.00 FOOT UTILITY EASEMENT AS PLATTED; THENCE CONTINUING S 82°31'55" E, ALONG THE WEST LINE OF SAID 15.00 FOOT UTILITY EASEMENT, A DISTANCE OF 5.04 FEET TO A POINT ON THE WEST LINE OF A 10.00 FOOT UTILITY EASEMENT AS PLATTED; THENCE S 01°51'16" W, ALONG THE WEST LINE OF SAID 10.00 FOOT UTILITY EASEMENT, A DISTANCE OF 5.04 FEET; THENCE N 82°31'55" W, A DISTANCE OF 32.33 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 20; SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID TRACT B; THENCE N 22°36'19" E, ALONG THE EASTERLY LINE OF SAID LOT 20 AND ALONG THE WESTERLY LINE OF SAID TRACT B, A DISTANCE OF 5.18 FEET TO THE POINT OF BEGINNING, CONTAINING 157 SQUARE FEET MORE OR LESS OF PLATTED LAND;
EXHIBIT "A"
UTILITY EASEMENT
PART OF LOTS 19, 20, & TRACT B, LEABROOKE TOWN MANOR VILLAS
A SUBDIVISION OF LAND IN THE EAST ONE-HALF OF SECTION 3,
TOWNSHIP 14 SOUTH, RANGE 25 EAST,
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

SHEETS 2 OF 2

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166
www.phelpsengineering.com

PROJECT NO. 150222
DATE: 10/18/18
BY: BJQ
City of Leawood Governing Body Staff Report

MEETING DATE: November 19, 2018
REPORT WRITTEN: October 24, 2018

NALL VALLEY SHOPS – BURG & BARREL PATIO (RESTAURANT) – REQUEST FOR APPROVAL OF A FINAL PLAN – Located north of 151st Street and east of Nall Avenue – Case 118-18

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (7-0) of Case 118-18, Nall Valley Shops – Burg & Barrel patio – request for approval of a Final Plan, with the following stipulations:
1. The project is limited to the placement of patio furniture within the existing outdoor patio space, located on the eastern building facade. No other changes are approved with this application.
2. The project shall comply with the design guidelines for Nall Valley Shops.
3. The patios shall maintain the minimum walkway widths required by the American’s with Disabilities Act.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

PLANNING COMMISSION CHANGES TO STIPULATIONS:
• None.

APPLICANT:
• The applicant is Jake Chappelow with Burg & Barrel.
• The property is owned by Nall Valley, LLC.
• The architect is Klover Architects.

REQUEST:
• The applicant is requesting approval of a Final Plan for outdoor patio furniture to be placed on an existing enclosed patio, located on the eastern façade of the building.

ZONING:
• The property is currently zoned SD-NCR (Planned Neighborhood Retail).

COMPREHENSIVE PLAN:
• The Comprehensive Plan designates this property as Retail.

SURROUNDING ZONING:
• North To the north is the Villas of Whitehorse, a residential subdivision zoned RP-2 (Planned Cluster Detached Residential District).
• South To the south is 151st Street. Beyond 151st Street is Ironhorse Centre, a mixed use development with a combination of retail, office and independent living, zoned MXD (Mixed Use District).
- East  To the east is the Villas of Whitehorse, a residential subdivision zoned RP-2 (Planned Cluster Detached Residential District).
- West  To the west is Nall Avenue. Beyond Nall Avenue are single family residential homes located within Overland Park, Kansas.

LOCATION:

![Map of the area showing Nall Valley Shops]

SITE PLAN:
- The tenant space is currently occupied by Burg & Barrel.
- The tenant space is located within the central building of the main retail center of Nall Valley Shops.
- The main entrance of Burg & Barrel is oriented to the south, along with the other tenant spaces within the main center.
- A circular fountain is located adjacent to the main entrance of the building, outside of the gated patio area.
- A drive aisle with a demarcated cross walk is located adjacent to the main entrance.

Eastern Patio
- No changes to the existing patio are proposed, with the exception of new outdoor furniture.
- A fenced, outdoor patio is currently located east of the main entrance of the restaurant, on the eastern façade.
- A 42" black aluminum fence encloses the patio on the southern, eastern and northern sides.
- The eastern patio is approximately 50' in length and 13' in width and can be accessed through an exterior patio gate located on the southwest corner of the patio, and through an exterior patio gate located on the northeast corner of the patio.
- Interior restaurant access to/from the patio is located on the southwestern corner of the patio.
- The patio will maintain the minimum walkway width required by the Americans with Disabilities Act (ADA).
ELEVATIONS:
- Three existing red awnings and row of windows are located on the eastern façade, within the proposed patio space.
- A storefront window system is located on the eastern façade, within the proposed patio space.
- The applicant is not proposing changes to the façade of the tenant space.

Existing Eastern Façade

Patio Furnishings:
- The patio area will contain 9 tables and 40 chairs.
- The patio furniture will consist of steel finished, square and rectangular metal tables and chairs in black.
- The chairs will be stackable.
- No outdoor heaters are proposed.

SIGNAGE:
- No signage is proposed with this project.

LANDSCAPING:
- Three existing trees are located on the patio, and will remain as existing. No changes are proposed to the landscaping.

LIGHTING:
- There are no proposed changes to lighting.
RESOLUTION NO.

RESOLUTION APPROVING A FINAL PLAN FOR NALL VALLEY SHOPS – BURG & BARREL PATIO, LOCATED NORTH OF 151ST STREET AND EAST OF NALL AVENUE. (PC CASE 118-18)

WHEREAS, the applicant submitted a request for approval of a Final Plan for an outdoor patio;

WHEREAS, such request for approval was presented to the Planning Commission on October 23, 2018; and

WHEREAS, the Planning Commission reviewed the application and recommended approval with certain stipulations.

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

SECTION ONE: The Governing Body hereby approves the applicant’s request and the Planning Commission’s recommendation of approval for said Final Plan subject to the following stipulations:

1. The project is limited to the placement of patio furniture within the existing outdoor patio space, located on the eastern building facade. No other changes are approved with this application.
2. The project shall comply with the design guidelines for Nall Valley Shops.
3. The patios shall maintain the minimum walkway widths required by the American’s with Disabilities Act.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19th day of November, 2018.

APPROVED by the Mayor this 19th day of November, 2018.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk
APPROVED AS TO FORM:

Andrew K. Hall, Assistant City Attorney
Item # 740360 Model # 63001

Garden Treasures Davenport Stackable Steel Dining Chair with Mesh Seat

70 Ratings

4.5 Average

91%
Recommend this product

Community Q&A
View Now

BUY IN BULK AND SAVE

+1 More
Item # 740361 Model # 63004

Garden Treasures Davenport 30-in W x 30-in L Square Steel Dining Table

35 Ratings

4.5 Average

91%
Recommend this product

Community Q&A
View Now

BUY IN BULK FOR SAVE

Buy 4, Get 10% Off; in-use/lifestyle image - accessories not included
MEMO

To: Mayor Peggy Dunn and City Council

From: Mark A. Klein, Planning Official

cc: Scott Lambers, City Administrator
    Richard Coleman, Director of Community Development

Date of Meeting: November 19, 2018

Date of Memo: November 9, 2018

Re: Planning Commission Minutes

Due to this item being on the Planning Commission Consent Agenda, there is no Planning Commission minutes available for this case.

<table>
<thead>
<tr>
<th>AREA</th>
<th>CALLS</th>
<th>CODE 1</th>
<th>NON-EMERGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Zone</td>
<td>731</td>
<td>3:33</td>
<td>5:22</td>
</tr>
<tr>
<td>Center Zone</td>
<td>775</td>
<td>2:14</td>
<td>4:51</td>
</tr>
<tr>
<td>South Zone</td>
<td>754</td>
<td>4:13</td>
<td>6:33</td>
</tr>
</tbody>
</table>

## Calls for Service

<table>
<thead>
<tr>
<th>Category</th>
<th>Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Stops</td>
<td>1177</td>
</tr>
<tr>
<td>Traffic Complaint Areas investigated</td>
<td>58</td>
</tr>
<tr>
<td>Medical Calls</td>
<td>152</td>
</tr>
<tr>
<td>Alarms</td>
<td>151</td>
</tr>
<tr>
<td>Arrests (Adult/Juvenile)</td>
<td>83/2</td>
</tr>
<tr>
<td>Accidents (Total/Injury)</td>
<td>50/8</td>
</tr>
<tr>
<td>Open Doors</td>
<td>49</td>
</tr>
<tr>
<td>Suspicious Activity calls</td>
<td>53</td>
</tr>
<tr>
<td>Check the Welfare</td>
<td>17</td>
</tr>
<tr>
<td>9-1-1 Calls Received</td>
<td>810 (579 wireless)</td>
</tr>
<tr>
<td>Administrative Calls Received</td>
<td>4,877</td>
</tr>
</tbody>
</table>

## Crime Report

<table>
<thead>
<tr>
<th>Category</th>
<th>This month</th>
<th>Last month</th>
<th>A year ago</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burglaries</td>
<td>6</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>Thefts from buildings</td>
<td>3</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Drug possession violations (municipal)</td>
<td>5</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Thefts from vehicles</td>
<td>2</td>
<td>13</td>
<td>16</td>
</tr>
<tr>
<td>Agg. assault/batteries</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Crim. Damage to Property/Vandalism</td>
<td>4</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>DUI</td>
<td>8</td>
<td>13</td>
<td>7</td>
</tr>
<tr>
<td>Shoplifting</td>
<td>13</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Stolen Autos</td>
<td>1</td>
<td>1</td>
<td>5</td>
</tr>
</tbody>
</table>

**Trader Joe’s theft hits social media**

Facebook was the first to publicize the theft of a wallet from a woman’s purse on Oct. 27th. The victim, who was shopping at Trader Joe’s, felt the suspect brush against her and realized her wallet had been taken from her purse. After taking a picture of the suspect and calling 9-1-1, the victim was able to share the picture with Leawood officers and an arrest was made. The victim later posted a picture of the suspect and a warning to other women on Facebook.

The subject arrested is thought to be part of a South American Theft Group. The PD has taken 10 reports of similar thefts since July of 2017 and we've made four arrests. The groups' actions, which have taken place across the nation, are characterized by the thefts of wallets. Stolen credit cards are then quickly used to purchase high end electronics or gift cards.
### Frequent Crash Locations

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Oct.</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-435 &amp; State Line Road</td>
<td>5</td>
<td>44</td>
</tr>
<tr>
<td>135th Street &amp; State Line</td>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>103rd &amp; State Line Road</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>133rd &amp; State Line Road</td>
<td>1</td>
<td>13</td>
</tr>
<tr>
<td>135th Street &amp; Mission Road</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>135th Street &amp; Roe Avenue</td>
<td>1</td>
<td>11</td>
</tr>
<tr>
<td>119th Street &amp; State Line Road</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Town Center Dr. &amp; Roe Avenue</td>
<td>1</td>
<td>8</td>
</tr>
</tbody>
</table>

### Last 5 Month's Statistics for Leawood Police

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agg. Assault/Battery:</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Arson:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Burglary:</td>
<td>7</td>
<td>5</td>
<td>8</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Homicide:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Rape:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Robbery:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Stolen Auto:</td>
<td>4</td>
<td>7</td>
<td>4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Theft:</td>
<td>49</td>
<td>35</td>
<td>70</td>
<td>29</td>
<td>26</td>
</tr>
<tr>
<td>All Other Larceny:</td>
<td>11</td>
<td>3</td>
<td>5</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Pocket Picking:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Purse Snatching:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Shoplifting:</td>
<td>5</td>
<td>7</td>
<td>13</td>
<td>7</td>
<td>13</td>
</tr>
<tr>
<td>Theft from Building:</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Theft from CoinOperated Machine:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Theft from Motor Vehicle:</td>
<td>28</td>
<td>22</td>
<td>46</td>
<td>13</td>
<td>2</td>
</tr>
<tr>
<td>Theft of Motor Vehicle Parts/Accessories:</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td><strong>Sub-Total:</strong></td>
<td><strong>60</strong></td>
<td><strong>49</strong></td>
<td><strong>82</strong></td>
<td><strong>39</strong></td>
<td><strong>36</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Arrests</td>
<td>92</td>
<td>87</td>
<td>107</td>
<td>95</td>
<td>83</td>
</tr>
<tr>
<td>Juvenile Arrests</td>
<td>6</td>
<td>3</td>
<td>2</td>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Citations/Citation Charges</td>
<td>608/816</td>
<td>593/785</td>
<td>631/829</td>
<td>776/1024</td>
<td>882/1141</td>
</tr>
<tr>
<td>Warnings/Warning Charges</td>
<td>343/558</td>
<td>347/560</td>
<td>311/527</td>
<td>382/617</td>
<td>451/710</td>
</tr>
<tr>
<td>Damage over $1,000 Accident</td>
<td>35</td>
<td>39</td>
<td>45</td>
<td>54</td>
<td>38</td>
</tr>
<tr>
<td>Damage under $1,000 Accident</td>
<td>5</td>
<td>10</td>
<td>11</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>Injury Accident</td>
<td>10</td>
<td>5</td>
<td>12</td>
<td>11</td>
<td>8</td>
</tr>
<tr>
<td>Field Interview Contacts</td>
<td>16</td>
<td>11</td>
<td>26</td>
<td>16</td>
<td>16</td>
</tr>
</tbody>
</table>
October 2018 Report

Fire Loss
Fire related incidents for the month in Leawood: 1
Fire Loss: $300,000

Monthly Activity Hours
(Non-training - can include response, public education, public services, maintenance, etc)
Staff Activity Hours: 1,453

Monthly Training Hours
Training Hours: 696

Monthly Calls for Service
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Responses</td>
<td>2</td>
</tr>
<tr>
<td>EMS Responses</td>
<td>188</td>
</tr>
<tr>
<td>HazMat Responses</td>
<td>13</td>
</tr>
<tr>
<td>Tech Rescue Responses</td>
<td>2</td>
</tr>
<tr>
<td>Other Calls for Service</td>
<td>92</td>
</tr>
<tr>
<td>Total Calls</td>
<td>297</td>
</tr>
</tbody>
</table>

Monthly Highlights
- 8 Car Seat Installations
- 40 Public Relations / Education Events
- 33 CPR / First Aid students
- 8 Residential Smoke Alarm Assists
- 1 HOA Meeting Hosted
- Fire Prevention Week Activities
- COR Medical Response Team Drills

Incident Response Times
Emergency service performance standards are measured by 90-percentile performance to demonstrate credibility and reliability in service delivery. Percentile metrics demonstrate a better representation of response times than averages. Instead of displaying what the Department does half of the time, the Department observes what it does the majority of the time. Travel and total response times only include emergency responses within the City of Leawood.

Summary of Monthly LFD Baseline Performance at the 90th Percentile

<table>
<thead>
<tr>
<th>LFD - Baseline Performance 90th Percentile</th>
<th>All Calls</th>
<th>Fire</th>
<th>EMS</th>
<th>Tech Rescue</th>
<th>HazMat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm Handling</td>
<td>Call Pick-Up to Dispatch</td>
<td>1:01</td>
<td>:47</td>
<td>1:00</td>
<td>2:28</td>
</tr>
<tr>
<td>Turnout Time</td>
<td>Dispatch to 1st Unit Enroute</td>
<td>1:37</td>
<td>1:46</td>
<td>1:25</td>
<td>2:11</td>
</tr>
<tr>
<td>Travel Time 1st Unit</td>
<td>Enroute to Arrival Time 1st Unit on Scene Emergency Responses Only</td>
<td>5:11</td>
<td>2:50</td>
<td>5:04</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Response Time - 1st Unit</td>
<td>Enroute to Arrival 1st Unit on Scene Emergency Responses Only</td>
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# Leawood Municipal Court Caseload

## Cumulative

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- 2017: 12,523
- 2018: 8,728

## CUMULATIVE

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### LEAWOOD MUNICIPAL COURT
### RECEIPTS PROCESSED

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#### MONTHLY

#### CUMULATIVE
The Leawood Banner APPI Selection Committee is pleased to present to you images of all 5 banners created by the very talented Zach Newton of Newton Design.

- It is still our intention to ultimately have them produced and installed next Spring
- All brackets will be replaced, and consideration will be given to new or additional placement

This was designed to be and has been a collaborative process and several changes have already been incorporated into the 5 designs you are now seeing.

As originally intended, the Committee is now asking for your comment, suggestions and/or eventual approval of the 5 designs. I look forward to your input by either e/mail or phone.

Thanks so much!

Julie Cain
(913) 486-8422
jcain@leawood.org
City of Leawood Governing Body Staff Report

MEETING DATE: November 19, 2018
REPORT WRITTEN: October 24, 2015

TOWN CENTER PLAZA – LOT 4 REDEVELOPMENT (RESTAURANT AND MULTI-TENANT RETAIL) – REQUEST FOR APPROVAL OF A PRELIMINARY PLAN, FINAL PLAN, AND FINAL PLAT - Located north of 119th Street and east of Nall Avenue - Case 114-18

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (7-0) of Case 114-18, Town Center Plaza – Lot 4 Redevelopment, with the following stipulations:

1. The project is limited to the construction of two buildings, one that is 5,725 sq.ft. and one that is 3,638 sq.ft. for a total of 9,363 sq.ft. The overall Town Center Plaza development shall be a total of 683,636 sq.ft. on 70 acres for an F.A.R. of 0.22.

2. The applicant shall be responsible for:
   a) A park impact fee in the amount of $0.15/sq.ft. of finished floor area prior to issuance of a building permit, estimated at current date to be $1,404.45 ($0.15 X 9,363 sq.ft.). This amount is subject to change by Ordinance.
   b) A public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.15/sq.ft. of finished floor area prior to issuance of a building permit, estimated at current date to be $1,404.45 ($0.15 X 9,363 sq.ft.). This amount is subject to change by Ordinance.

3. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.

4. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Planning as being in compliance with the Leawood Development Ordinance.

5. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body.

6. All downspouts shall be enclosed.

7. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.

8. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The height of the architectural screen shall be at least as tall as the utility that it is screening.

9. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings.
and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.

10. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.

11. The parking lot light fixtures shall be a maximum of 18’ from grade, including base, and shall match the parking lot light fixtures used for the Aarhus building, directly to the west.

12. Per the Leawood Development Ordinance, pedestrian crosswalks shall be demarcated from the adjacent street pavement to match the existing crosswalks at Arhaus and Restoration Hardware, and that the northern sidewalk shall extend to Rosewood Street.

13. All landscaped areas shall be irrigated.

14. Per the Leawood Development Ordinance, all medium and large deciduous trees shall be 2 1/2" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 1/2" caliper as measured 6" above the ground, conifers and evergreen trees shall be a minimum of 6’ in height, and shrubs shall be a minimum of 24" in height at the time of planting.

15. Per the Leawood Development Ordinance, at the time of planting, plant material screening the ground mounted utilities shall be a minimum of 6’ taller than the utility it is to screen, with lower shrubs in the foreground to eliminate any gaps in screening.

16. The approved final landscape plan shall contain the following statements:
   a) All trees shall be callipered and undersized trees shall be rejected.
   b) All parking lot islands shall be bermed to discourage foot traffic.
   c) All hedges shall be trimmed to maintain a solid hedge appearance.
   d) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
   e) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.

17. All landscaped open space shall consist of a minimum of 60% living materials.

18. A letter, signed and sealed by a Kansas registered Landscape Architect, shall be submitted prior to final occupancy that states that all landscaping has been installed per the approved landscape plan and all plant material used is to the highest standards of the nursery industry.

19. The applicant shall obtain all approvals and permits from the Public Works Department, per the Public Works memo dated October 18, 2018 on file with the City of Leawood Planning and Development Department, prior to building permit.

20. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo, dated October 8, 2018, on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.

21. An erosion control plan for both temporary and permanent measures to be taken during and after construction shall be required at the time of application for building permit.

22. A cross access/parking easement for the entire development shall be recorded with the Johnson County Registrar of Deeds prior to issuance of a building permit.

23. All sidewalks shall be installed as per street construction standards.

24. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m., and none on Sundays.

25. A sign permit from the Planning Department shall be obtained prior to erection of any signs.

26. All monument signs must meet the requirements of the Leawood Development Ordinance, including being setback a minimum of 5’ from all property lines and sidewalks, and shall not be within traffic circles, or within sight triangles.

27. Development rights under this approval shall vest in accordance with K.S.A. 12-764.

28. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-eight.
PLANNING COMMISSION CHANGES TO THE STIPULATIONS:

Stipulation 12:

From:
Per the Leawood Development Ordinance, pedestrian crosswalks shall be demarcated from the adjacent street pavement to match the existing crosswalks within the Town Center Plaza development.

To:
Per the Leawood Development Ordinance, pedestrian crosswalks shall be demarcated from the adjacent street pavement to match the existing crosswalks at Arhaus and Restoration Hardware, and that the northern sidewalk shall extend to Rosewood Street.

APPLICANT:
- The applicant is Tara Smiley with Drake Development, LLC.
- The property is owned by OTB Town Center, LLC.
- The engineer is Robby Steffens with Olsson Associates.
- The architect is Michael Hampton with Schwerdt Design Group, Inc.
- The landscape architect is Brad Sonner with Olsson Associates.

REQUEST:
- The applicant is requesting approval of a Preliminary Plan, Final Plan, and Final Plat to construct two new buildings totaling 9,363 sq. ft., on a split pad-site on the southwest portion of Town Center Plaza.
- With the proposed buildings, Town Center Plaza will have 683,636 sq. ft. of building area on approximately 70 acres (F.A.R. 0.22).

ZONING:
- The property is currently zoned SD-CR (Planned General Retail).

COMPREHENSIVE PLAN:
- The Comprehensive Plan designates this property as Retail.

SURROUNDING ZONING:
- North To the north of Town Center Plaza is 117th Street and Town Center Drive. Across 117th Street is Park Place, a mixed use development, zoned MXD (Mixed Use Development District).
- South To the south of the property, across 119th Street, is an apartment complex zoned RP-3 (Planned Garden Apartment District), a nursing care facility zoned R-1 (Planned Single Family Residential District), and Hawthorne Plaza shopping center zoned CP-2 (Planned General Business District), all within the City of Overland Park.
- East To the east of the property is Roe Avenue and Camelot Court shopping center zoned SD-CR (Planned General Retail District).
- West To the west of the property, across Nall Avenue, is the Sprint Campus zoned CP-O (Planned Office Building District) within the City of Overland Park.
LOCATION:

SITE PLAN COMMENTS:
- The Town Center Plaza development is approximately 70 acres and is located on the northeast corner of 119th Street and Nall Avenue. The site includes a main multi-tenant center along with 13 pad sites.
- The subject property is located on the southwest quadrant of the Town Center Plaza development, between Arhaus and Pottery Barn. The subject property is the current location of On The Border.
- The applicant is proposing to replace the On The Border building with the construction of two new buildings on two separate lots, created by splitting the existing lot. The previous building was 6,352 sq. ft.
- The applicant is proposing parking lots to the east, west, and north of the building, with the main entrance of the multi-tenant retail building to be on the north side and the entrance to the restaurant building to be on the east side.
- A 5’ sidewalk that runs east-west is proposed to connect the project with the rest of the Town Center Plaza development along the northern edge of the parking for this project.
- A sidewalk connection is proposed from the project area to 119th Street. The sidewalk is 5’ wide and begins at the north side of the buildings, extending in-between the buildings to 119th Street.

Building 1 – Multi-Tenant Building
- Building 1 will be 5,725 sq. ft. and will house a multiple tenant space.
- The main entrance will face north, towards the proposed northern parking lot.
- Parking surrounds the building along the west and north sides.
- A 7’ sidewalk is proposed on the west and north sides of the buildings.
- A trash enclosure is proposed near the southwest corner of the building.
- A large planting area is proposed along the north side of the building.

Building 2 – Restaurant
- Building 2 will be 3,638 sq. ft. and will house a restaurant tenant.
- The main entrance of the building will face the east, towards the proposed parking lot.
• Parking surrounds the building along the east and north sides.
• A 7' sidewalk is proposed along the east side of the building, 25' patio and sidewalk area along the north side of the building.
• An outdoor patio is proposed along the north and east sides of the building and will be 65' long and 15' wide.
• Three bicycle racks are proposed at the east side of the building.

BULK REGULATIONS:
• The Town Center Plaza total building square footage will be 683,696 sq. ft. on approximately 70 acres, for a total development FAR of 0.22.
• The following table outlines the required and provided regulations for the project:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Required</th>
<th>Provided</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Structure Setback</td>
<td>40'</td>
<td>56' 5&quot;</td>
<td>Complies</td>
</tr>
<tr>
<td>Interior Structure Setback</td>
<td>10'</td>
<td>10'</td>
<td>Complies</td>
</tr>
<tr>
<td>Exterior Parking Setback</td>
<td>25'</td>
<td>25'</td>
<td>Complies</td>
</tr>
<tr>
<td>Interior Parking Setback</td>
<td>10'</td>
<td>10.5'</td>
<td>Complies</td>
</tr>
<tr>
<td>Open Space</td>
<td>30%</td>
<td>30.1%</td>
<td>Complies</td>
</tr>
<tr>
<td>Maximum Floor Area Ratio (F.A.R.)</td>
<td>0.25*</td>
<td>0.22*</td>
<td>Complies</td>
</tr>
<tr>
<td>Height Limit</td>
<td>50'</td>
<td>23' 6&quot;</td>
<td>Complies</td>
</tr>
</tbody>
</table>

*Overall Town Center Plaza Development

PARKING:
• The Leawood Development Ordinance requires 3.5 to 4.5 parking spaces per 1,000 sq. ft. of lease space. For food related businesses, the Leawood Development Ordinance requires 1 space per 2 seats, 2 per service bay, or alternative by parking study.
• The required parking range for the multi-tenant building is 20 spaces minimum to 26 spaces maximum. The restaurant will have a total of 80 seats for a minimum parking requirement of 40 spaces. A total of 97 spaces are proposed within the site, meeting the requirements of the LDO.
• There is an existing cross access parking agreement for the Town Center Plaza development.
• The current parking ratio for the Town Center Plaza development is 5.6 parking spaces for every 1,000 sq.ft. of retail space. At the time the Town Center Plaza development was approved, the Leawood Development Ordinance required a minimum of 5.0 parking spaces per 1,000 sq.ft. of building area.

ELEVATIONS:
• The applicant is proposing two one-story buildings totaling 9,363 sq. ft. of building standing 23' 6" in height at the tallest point.

Building 1: Multi-tenant Retail Building
• Building 1 will be composed of two tenant spaces, one retail space on the west (4,000 sq. ft.) and one retail space to the east (1,725 sq. ft.).
• The building will be 23' 6" in height with a flat roof.
• The building will primarily be constructed of ACME brick veneer in "Astoria" and Stove Veneer in Eldorado Stone "Oyster".
• A black standing seam awning will be placed along the storefront windows of the building.
- A black metal canopy will be placed above all entry and exit ways.
- Rectangular architectural wire features that range from 9' in width to 6' in width and are 7' tall.
- The features will be constructed of Banker Wire M33-5 Insert with Metal Frame, will be placed along the south (5 wire features) and east (2 wire features) elevations to give the building additional architectural character.
- Rooftop units will be fully concealed by a parapet.

Building 2: Restaurant
- Building 2 will be composed of a single restaurant tenant space (3,638 sq. ft.).
- The building will be 20’ in height with a flat roof. The parapet of the building is slightly angled – the highest point is on the north side, and the lowest point is on the south side.
- The building will primarily be constructed of Metrobrick in the colors of “Empire” and “Charcoal”.
- The north, south and west elevations consist of a diagonal brick pattern, separated by a metal inset. These diagonal patterns are being used as an architectural element to break up the façade and add interest to the building.
- An elevated planter is proposed along the northern side of the building and will be constructed of exposed concrete.
- Rooftop units will be concealed with an ATAS metaphor silversmith corrugated metal.
- Outdoor light fixtures attached to the exterior of the building will be placed at a height of 10’.

FINAL PLAT:
- A final plat for this project has been submitted as part of this application.
- The proposed final plat will split the existing Lot 4 into two separate lots, Lot 4A and Lot 4B.
- Lot 4A will be 0.95 acres and Lot 4B will be 0.69 acres.

SIGNAGE:
- No signage is proposed with this application. All proposed signage must file a separate application with the Planning Department for a sign permit to be approved administratively.
- The applicant is showing the positioning and locations of possible monument signs. Per the Leawood Development Ordinance, a monument sign may be used in lieu of one wall or canopy sign. There is a maximum number of 2 wall signs per building (1 per façade).

LANDSCAPING:
- New landscaping is proposed for the project including new island plantings and extensive plantings along the south side of the proposed buildings.
- The plans propose numerous shade and ornamental trees along with shrubs around the building, in the parking lot and along 119th Street.

| Perimeter Landscaping Adjacent to Right-of-Way Summary – 119th Street |
|--------------------------|----------------------|----------------|----------------|----------------|
| Element                  | LDO Requirement      | Required | Proposed | Compliance |
| Street Trees             | 1 / 35 linear ft.    | 11       | 11       | Complies    |
| Ornamental Tree          | 1 / 12 linear ft.    | 28       | 28       | Complies    |
| Shrubs                   | 1 / 5 linear ft.     | 66       | 66       | Complies    |
**Landscaping Summary**

<table>
<thead>
<tr>
<th>Element</th>
<th>LDO Requirement</th>
<th>Required</th>
<th>Proposed</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Space</td>
<td>30%</td>
<td>30%</td>
<td>31%</td>
<td>Complies</td>
</tr>
<tr>
<td>Number of Trees (per parking space)</td>
<td>1 / 10</td>
<td>10</td>
<td>10</td>
<td>Complies</td>
</tr>
<tr>
<td>Number of Trees (per 3,000 sf landscaped area)</td>
<td>1/3,000 sq. ft.</td>
<td>7</td>
<td>7</td>
<td>Complies</td>
</tr>
</tbody>
</table>

**LIGHTING:**
- The parking lot light fixtures are proposed to be a maximum of 18' in height, and will have KSE1 LED light heads to match that of Arhaus and Restoration Hardware.
- The photometric study is in compliance with the Leawood Development Ordinance, meeting an average/minimum of 4:1 and no more than 0.5 foot candles at the property line.

**INTERACT:**
- An Interact meeting was held on October 8, 2018. A summary and sign in sheet of the meeting is attached.

**DEVIATIONS:**
- The applicant is not requesting any deviations with the proposed project.

**IMPACT FEES:**
- **PARK IMPACT FEE:** The applicant/owner shall be responsible for a park impact fee in the amount of $0.15/sqft. of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.

- **PUBLIC ART IMPACT FEE:** The applicant/owner shall be responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sqft. of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.

**GOLDEN CRITERIA:**
The character of the neighborhood:
The character of the area is that of a developed retail shopping center (Town Center Plaza) with a major arterial to the south. Across 119th Street to the south is another retail shopping center within the City of Overland Park. Across 117th Street to the north is a mixed use development (Park Place). Across Town Center Drive to the north is a grouping of government owned facilities (Leawood City Hall and Johnson County Public Library). Across Roe Avenue is another retail shopping center (Camelot Court). Across Nall Avenue is a portion of the Sprint campus.

The Suitability of the subject property for uses to which it has been restricted:
The subject property has been identified for retail uses. The proposed project is located within the Town Center development which has been developed since 1995. The proposed use is consistent with a proposed retail use. The subject property is suitable for the proposed use.
The time for which the property has been vacant:
The project area is located within the Town Center Plaza development which has been developed since 1995.

The extent to which removal of the restrictions will detrimentally affect nearby property:
Although the site is suitable for the development, stipulations are necessary to ensure a high quality project that fits with the surrounding properties.

The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:
There will be no relative gain to the public health, safety or welfare in denying this application. The application consists of a use which is consistent with those that have been proposed for the subject property by the Comprehensive Plan and zoning of the property. The site is located within the Town Center development, a regional shopping center, which was constructed in 1995. The site is adjacent to 119th Street, an arterial street, and commercial development that includes other retail centers. Denial of the application may cause hardship on the applicant since the intended use for this site is for a retail use.

The recommendation of the permanent staff:
Staff is recommending approval of the case, subject to the stipulations provided in the staff report.

Conformance of the requested change to the adopted master plan of the City of Leawood:
The Comprehensive Plan designates this site as Retail. The plan proposes a retail building on this site. The proposed plan conforms to the comprehensive plan.

STAFF COMMENTS
- Staff would like for all pedestrian crosswalks to be demarcated from the adjacent street pavement to match the existing crosswalks at Arhaus and Restoration Hardware, and that the northern sidewalk shall extend to Rosewood Street. (Stipulation 12)
MEMORANDUM

Date: October 18, 2018

To: Richard Coleman, Director of Community Development

From: Brian Scovill, P.E., City Engineer
Department of Public Works

Re: Town Center Plaza Preliminary Plan
Case Number: 114-18

The Department of Public Works has reviewed the aforementioned project and would like to make the following stipulations as part of the Planning Commission Approval:

1) Storm Water Study:
   a) The application submitted a stormwater study. Since the proposed plan decreases the amount of impervious and stormwater runoff they are exempt from the stormwater treatment requirement.

2) Traffic Study:
   a) The developer submitted a site comparison traffic study on the existing and proposed uses. With this proposed development the PM Peak traffic will decrease by 25 trips and daily trips will increase by 253. Based on trip reductions from recent redevelopment at Town Center Plaza, the proposed redevelopment is expected to have negligible impacts to trip generation.

3) Permanent structures, including monument signs, shall not be placed within the Right-of-Way or Public Easements

4) The developer shall provide as-built storm sewer information in accordance with our standards. This includes, but is not limited to, vertical and horizontal coordinates of all structures constructed or modified, flow line information at each structure, pipe size information, downsteam structure numbers and type of structure. This information shall be provided to us on the Johnson County AIMS coordinate system. The spreadsheet for the data will be provided to the developer after the storm sewer improvements have been completed.
5) The Developer agrees to repair any damaged areas between the roadway and the Right-of-Way and Easements. This shall include street lighting equipment, traffic signal equipment, sidewalks, storm sewers, grass, etc.

6) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.

7) The Temporary Certificate of Occupancy will not be approved until the above requirements have been met.

If you have any questions, please call me at (913) 339-6700, extension 134.
The Fire Dept. has no objection to this plan.

*Gene Hunter, Leawood Fire Marshal*
ORDINANCE NO.

ORDINANCE APPROVING A PRELIMINARY PLAN, FINAL PLAN, AND FINAL PLAT FOR TOWN CENTER PLAZA – LOT 4 REDEVELOPMENT, LOCATED NORTH OF 119TH STREET AND EAST OF NALL AVENUE. (PC CASE 114-18)

WHEREAS, the applicant submitted a request for approval of a Preliminary Plan, Final Plan, and Final Plat;

WHEREAS, such request for approval was submitted to the Planning Commission on October 23, 2018;

WHEREAS, the Planning Commission reviewed the application and recommended approval with certain stipulations; and

WHEREAS, the Planning Commission’s recommendation was presented to the Governing Body on November 19, 2018.

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

SECTION 1. APPROVAL OF PRELIMINARY AND FINAL SITE PLAN GRANTED. Pursuant to Sections 16-3-10 and 16-3-11 of the Leawood Development Ordinance, permission is hereby granted to use the following property, in the manner set forth in the Preliminary Plan and Final Plan, on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Section 16-2-6.2 of the Leawood Development Ordinance, subject to the stipulations set forth in Section 3, and subject to all other laws and regulations:

Legal Description:

All of Lot 4, Town Center Plaza, a subdivision in the City of Leawood, Johnson County, Kansas, lying in the Southwest Quarter of Section 16, Township 13 South, Range 25 East, containing 71,431 Square Feet or 1.6398 Acres, more or less.

SECTION 2. FINAL PLAT APPROVAL GRANTED. Pursuant to Section 16-8-2.4 of the Leawood Development Ordinance, permission is hereby granted to use the above described property, in the manner set forth in the Final Plat on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Section 16-2-6.2 of the Leawood Development Ordinance, subject to all other laws and regulations, and subject to the stipulations set forth in Section 3.

SECTION 3. CONDITIONS AND STIPULATIONS. The Preliminary and Final Site Plans referenced in Section 1 and the Final Plat referenced in Section 2 above are hereby approved and adopted subject to the following stipulations:
1. The project is limited to the construction of two buildings, one that is 5,725 sq.ft. and one that is 3,638 sq.ft. for a total of 9,363 sq.ft. The overall Town Center Plaza development shall be a total of 683,636 sq.ft. on 70 acres for an F.A.R. of 0.22.

2. The applicant shall be responsible for:
   a) A park impact fee in the amount of $0.15/sq.ft. of finished floor area prior to issuance of a building permit, estimated at current date to be $1,404.45 ($0.15 X 9,363 sq.ft.). This amount is subject to change by Ordinance.
   b) A public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.15/sq.ft. of finished floor area prior to issuance of a building permit, estimated at current date to be $1,404.45 ($0.15 X 9,363 sq.ft.). This amount is subject to change by Ordinance.

3. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.

4. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Planning as being in compliance with the Leawood Development Ordinance.

5. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body.

6. All downspouts shall be enclosed.

7. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.

8. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The height of the architectural screen shall be at least as tall as the utility that it is screening.

9. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.

10. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
11. The parking lot light fixtures shall be a maximum of 18’ from grade, including base, and shall match the parking lot light fixtures used for the Aarhus building, directly to the west.

12. Per the Leawood Development Ordinance, pedestrian crosswalks shall be demarcated from the adjacent street pavement to match the existing crosswalks at Arhaus and Restoration Hardware, and that the northern sidewalk shall extend to Rosewood Street.

13. All landscaped areas shall be irrigated.

14. Per the Leawood Development Ordinance, all medium and large deciduous trees shall be 2 1/2” caliper as measured 6” above the ground, all small deciduous and ornamental trees shall be a minimum of 1 1/2” caliper as measured 6” above the ground, conifers and evergreen trees shall be a minimum of 6’ in height, and shrubs shall be a minimum of 24” in height at the time of planting.

15. Per the Leawood Development Ordinance, at the time of planting, plant material screening the ground mounted utilities shall be a minimum of 6” taller than the utility it is to screen, with lower shrubs in the foreground to eliminate any gaps in screening.

16. The approved final landscape plan shall contain the following statements:
   a) All trees shall be callipered and undersized trees shall be rejected.
   b) All parking lot islands shall be bermed to discourage foot traffic.
   c) All hedges shall be trimmed to maintain a solid hedge appearance.
   d) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
   e) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.

17. All landscaped open space shall consist of a minimum of 60% living materials.

18. A letter, signed and sealed by a Kansas registered Landscape Architect, shall be submitted prior to final occupancy that states that all landscaping has been installed per the approved landscape plan and all plant material used is to the highest standards of the nursery industry.

19. The applicant shall obtain all approvals and permits from the Public Works Department, per the Public Works memo dated October 18, 2018 on file with the City of Leawood Planning and Development Department, prior to building permit.

20. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal’s memo, dated October 8, 2018, on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.

21. An erosion control plan for both temporary and permanent measures to be taken during and after construction shall be required at the time of application for building permit.

22. A cross access/parking easement for the entire development shall be recorded with the Johnson County Registrar of Deeds prior to issuance of a building permit.

23. All sidewalks shall be installed as per street construction standards.

24. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m., and none on Sundays.

25. A sign permit from the Planning Department shall be obtained prior to erection of any signs.
26. All monument signs must meet the requirements of the Leawood Development Ordinance, including being setback a minimum of 5' from all property lines and sidewalks, and shall not be within traffic circles, or within sight triangles.
27. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
28. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-eight.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the Governing Body this 19th day of November, 2018.

APPROVED by the Mayor this 19th day of November, 2018.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Andrew K. Hall, Assistant City Attorney
material key:
M-6 - slate, cretillo - silver smith
M-7 - metal inset angle, black
GL-3 - aluminum storefront, anodized
T-1-12 - tile base - mose, quartz series (#1104)
T-11-A - metobrick, charcoal
T-11-B - metobrick, emire
P-4-A - paint, dinwin williams sw7089 iron ore
C-1 - exposed concrete planter

NORTH ELEVATION
LEAWOOD, KS
material list:
M-B - stairs, mortars, silversmith
M-7 - metal inset angle, black
G-L-2 - aluminum storefront, anodized
T-1-12 - tile base - mosaic, quartz series (#4104)
T-11-A - metalbrick, charcoal
T-11-B - metalbrick, amoire
P-4-A - paint, sherwin williams sw7069 iron ore
G-1 - exposed concrete planter
15.0 Watts Incandescent Lamp, S14, Medium Screw (E26), 144 Lumens, 2800K Bulb Color Temp., 1 EA

Item # 4RZT5  Mfr. Model # 4RZT5  Catalog Page # 503  UNSPSC # 39101612

Web Price $3.40 / each

One Time Delivery
- Auto Reorder

Pickup

Shipping

Expected to arrive
Tue. Oct 18.

Ship To 48007
(Change)

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Be the first to write a review

Shipping Weight 0.08 lbs.

Country of Origin Taiwan | Country of Origin is subject to change.

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. More

1 electric current passes through it. It is

Type Miniature

mable Yes
SWERVE RACK
Submittal Sheet

CAPACITY
2 Bikes

MATERIALS

- **Standard**
  - 1.9" OD schedule 40 pipe
- **Lightweight**
  - 1.9" OD schedule 10 pipe

FINISHES

- **Galvanized**
  - An after fabrication hot dipped galvanized finish is our standard option. 250 TGIC powder coat colors, thermoplastic coating, PVC dip, and stainless steel finishes are also available as alternate options.

- **Powder Coat**
  - Our powder coat finish assures a high level of adhesion and durability by following these steps:
    1. Sandblast
    2. Epoxy primer electrostatically applied
    3. Final thick TGIC polyester powder coat

- **Thermoplastic**
  - In addition to an increased thickness (8-10mil), the thermoplastic finish covers a galvanized layer and offers superior impact resistance over powder coating.

- **Stainless**
  - Stainless Steel: 304 grade stainless steel material finished in either a high polished shine or a satin finish.

MOUNT OPTIONS

- **In-ground**
  - In ground mount is embedded into concrete base. Specify in ground mount for this option.

- **Surface**
  - Foot Mount has two 2.5"x8"x2.25" feet with two anchors per foot. Specify foot mount for this option.

- **Rail**
  - Rail Mounted Swerve Racks are bolted to two parallel rails which can be left freestanding or anchored to the ground. Rails are heavy duty 3"x1.4"x3/16" thick galvanized mounting rails. Specify rail mount for this option.

www.dero.com  |  1-888-337-6729

© 2018 Dero
SHAKE SHACK OUTDOOR ADA RECTANGULAR 4-TOP TABLE

SHOWN IN  GRM slats in Deep Walnut and a powdercoated aluminum base in RAL 7035
Model: SST-O-4T-R-ADA-KD-GRM-DW-7035
Size: 48" x 24.5" x 30"H

AVAILABLE IN

TOP - GRM
- Deep Walnut
- Teak
- Red Cedar

BASE - ALUMINUM
- RAL 7021
- RAL 7035

For more information on replacement parts, please see the Appendix.
SHAKE SHACK OUTDOOR ADA SQUARE 2-TOP TABLE

SHOWN IN
- GRM slats in Deep Walnut and a powdercoated aluminum base in RAL 7035
- Model: SST-O-2T-S-ADA-KD-GRM-DW-7035
- Size: 24.5" x 24" x 30"H

AVAILABLE IN

TOP - GRM
- Deep Walnut
- Teak
- Red Cedar

BASE - ALUMINUM
- RAL 7021
- RAL 7035

For more information on replacement parts, please see the Appendix.
SHAKE SHACK OUTDOOR CHAIR - V 2.0

SHOWN IN  GRM slats in Deep Walnut with a powdercoated aluminum frame in Matte Black
Model: SSC2-O-GRM-DW-MB
Size: 15.25" x 15.25" x 32"H

AVAILABLE IN

TOP - GRM
- Deep Walnut
- Red Cedar
- Teak

BASE - ALUMINUM
- RAL 6010
- RAL 7035
- Matte Black

For more information on replacement parts, please see the Appendix.
SHAKE SHACK PICNIC TABLE

SHOWN IN GRM slats in Red Cedar and a primed, powder coated steel base in Spartan Bronze
Model: SST-O-PT-80L-GRM
      SST-O-PT-60L-GRM
Size: 60" x 64-7/8" x 29-1/4"H; 80" x 64-7/8" x 29-1/4"H

AVAILABLE IN

TOP - GRM

- Deep Walnut
- Red Cedar
- Teak

BASE - PRIMED POWDERCOATED STEEL

- Spartan Bronze

For more information on replacement parts, please see the Appendix.
NOTE:
- RECYCLE CLEAR RECEPTACLE DIMENSIONS

RIVERWEST ENGINEERING & DESIGN INC
2229 S 54th STREET
WEST ALLIS, WI 53219
(PH)414-906-9669  (FX)414-906-9668

UNLESS OTHERWISE SPECIFIED:

| DIMENSIONS ARE IN INCHES |
| FRAC TIONS: 1/16 |
| ANGULAR: MAX ± 1⁄8 BEND ± 2 |
| TOLERANCES: TWO PLACE DECIMAL ± .005 |
| THREE PLACE DECIMAL ± .000 |

CAD GENERATED PRINT FILE NAME:
SHAKESHACK_RCpro_SET_drw

SCALE: 1:24
WEIGHT: 0.5

REV A

HEET 1 OF 1
Richard A. Sanchez  
Planner  
City of Leawood Planning Division  
4800 Town Center Drive  
Leawood, KS 66211

Attn: Richard A. Sanchez, City of Leawood Planning Division

Re: Case 114-18 – Town Center Plaza – Shake Shack – Public Interact Meeting Summary

Dear Mr. Sanchez,

We held a public interact meeting on Monday, October 8th at the site of the subject redevelopment located at 5200 W. 119th Street. The meeting began at 6:00 PM and lasted approximately one hour. The meeting took place inside of the building where we had copies of the set of plans we had submitted to the City for the public to review and discuss. We had two gentlemen show up around 6:00 PM who are Leawood residents. We reviewed the plans with them in detail and discussed the timing of the redevelopment for approximately 30 minutes. After the gentlemen left, we waited an additional 30 minutes for anyone else to show up. The meeting was adjourned at 7:00 PM.

If you have any questions, please email at matt@drakekc.com or call (913) 662-2630.

Sincerely,

Matt Pennington  
Manager  
OTB Town Center, LLC
<table>
<thead>
<tr>
<th>Name (Printed)</th>
<th>Address</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Huber</td>
<td>11357 Granada St</td>
<td>916-591-7771 <a href="mailto:JHUBER@fHUBER.COM">JHUBER@fHUBER.COM</a></td>
<td></td>
</tr>
<tr>
<td>Michael Shirley</td>
<td>11505 Juniper Dr.</td>
<td>913-558-4678 <a href="mailto:MSCHIRLEY@GMAIL.COM">MSCHIRLEY@GMAIL.COM</a></td>
<td></td>
</tr>
<tr>
<td>David Olson</td>
<td>3501 West 67th</td>
<td>314-413-3308 <a href="mailto:DAVEOLESON@HNUCHPROJECT.COM">DAVEOLESON@HNUCHPROJECT.COM</a></td>
<td></td>
</tr>
</tbody>
</table>
City of Leawood
Planning Commission Meeting
October 23, 2018
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

CALL TO ORDER/ROLL CALL: Hunter, Belzer, Pateidl, Elkins, Strauss, Coleman, Block, and Stevens. Absent: Hoyt,

APPROVAL OF THE AGENDA

Chairman Elkins: If staff has no revisions or additions, I would entertain a motion.

A motion to approve the agenda was made by Strauss; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

APPROVAL OF MINUTES: Approval of the minutes from the September 25, 2018 Planning Commission meeting.

Comm. Coleman: On Page 1, it refers to Chairman Elkins instead of Pateidl on two different lines.

A motion to approve the revised minutes from the September 25, 2018 Planning Commission meeting was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

CONSENT AGENDA:
Chairman Elkins: Is there anyone who wishes to hear an in-depth presentation of Case 118-18? If not, I would entertain a motion.

CASE 118-18 – NALL VALLEY SHOPS – BURG & BARREL PATIO – Request for approval of a Final Plan, located north of 151st Street and east of Nall Avenue.

A motion to approve the Consent Agenda was made by Stevens; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

NEW BUSINESS:
CASE 114-18 – TOWN CENTER PLAZA – LOT 4 REDEVELOPMENT – Request for approval of a Preliminary Plan, Final Plan, and Final Plat, located north of 119th Street and east of Nall Avenue. PUBLIC HEARING.

Staff Presentation:
City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 114-18 – Town Center Plaza – Lot 4 Redevelopment – Request for approval of a Preliminary Plan, Final Plan, and Final Plat. There are slight changes to be made in the stipulations before you tonight. The first is No. 19. The date of the Public Works memo should read October 18th, not October 19th. In No. 26, it should read “site triangles,” not “sign triangles.”

The property is located north of 119th Street and east of Nall Avenue within Town Center Plaza. The applicant is requesting approval of a Preliminary Plan, Final Plan, and Final Plat to construct two new buildings, totaling 9,363 square feet and to split the existing lot into two separate lots in the location of the existing On the Border restaurant. The most westward multi-tenant building will be 5,725 square feet and will house a multiple-tenant space. The most eastward restaurant building will be 3,638 square feet and will house a single-tenant restaurant. The multi-tenant building will be 23’6” tall at its tallest point and will be constructed of brick and stone along the back, along with black standing-seam awnings and black metal canopies above the doors. An architectural wire feature is proposed along the south and east sides of the proposed building to provide a material change of the façade to create four sides of architecture. The restaurant building will be 25’ tall at its highest point and will be constructed of Metro Brick in two different shades of grey. Along the north, south, and east elevations, a diagonal pattern is created, using a color and material change, separated by a metal inset to help create architectural interest along all sides of the proposed building. Parking spaces are proposed along the east side of the restaurant building along with a 65’ long, 15’ wide outdoor patio along the north side of the building. Although no signage is proposed with this application because it is done at a separate time, the applicant has shown the locations of proposed monument signs. Per the Leawood Development Ordinance (LDO), a monument sign may be used in lieu of a wall or canopy sign and may only be allowed by Governing Body after recommendation by the Planning Commission. Staff included in stipulation No. 12 for the applicant to provide demarcated crosswalks along both northern entrances into the project area and to match the demarcation of the surrounding area. The project meets our regulations per the LDO, and staff recommends approval of Case 114-18 with the stipulations listed in the report.

Chairman Elkins: Thank you. Are there questions for staff?

Comm. Strauss: Can you talk about the proposed grease trap? I just haven’t come across that in other plans for restaurants that we’ve had.

Mr. Sanchez: I’m not really sure how they work; although, we did put them along the south side of the building on the northeastern part so that it would be easier for them to be taken care of by maintenance so as not to disturb any landscaping surrounding it.
Comm. Strauss: There would be landscaping? It wouldn't be visible from any of the streets? Maybe the applicant could address it. Are they covered?

Mr. Klein: It should be at grade. Almost all restaurants have a grease trap associated with them. Originally, they had it a little farther to the west. When they pump it out, it won't make a mess of the sidewalk.

Comm. Strauss: Did this proposal have bike racks?

Mr. Sanchez: Three bicycle racks are proposed on the east side of the restaurant building. You should have a cut sheet of what the bike racks look like.

Comm. Strauss: I assume the lighting in the outdoor patio area meets the LDO requirements.

Mr. Sanchez: Yes; we worked with the applicant. The LDO states that as long as the source of illumination is not seen, it is allowed. They are proposing a frosted glass to help filter the source of the illumination.

Chairman Elkins: Thank you. Are there any other questions for staff? Seeing none, I would invite the applicant to step forward.

**Applicant Presentation:**

David Olsson, 3501 W. 147th Street, Leawood, appeared before the Planning Commission and made the following comments:

Mr. Olsson: I'm representing both the ownership entity, OTB Town Center, LLC, and Shake Shack in the presentation tonight. You probably noticed that OTB has closed. We're excited to bring this well-timed redevelopment proposal before you. We have read the stipulations and agree with them. We are ready to move forward. We had our Interact Meeting and had nothing but positive comments. I'd like to start with just a brief overview of the overall development. It's a complete demolition of the existing building and site amenities. All the paving, landscaping, and most of the utilities are being demolished. We are placing buildings closer to 119th Street with a very generous landscape setback. Our overall Site Plan also includes removing one of the existing entrances to Town Center. We are removing some of the older tired trees and replacing the entire landscape theme with new landscaping and new irrigation. I would also point out that Ricky mentioned the crosswalks provided along Town Center Drive, connecting to the Arhaus sidewalks provided along Town Center Drive and also providing pedestrian connection from the 119th sidewalk into our site so that you've got completely integrated pedestrian access.

We have identified a nice palette that we believe is extremely complementary to the existing facilities, specifically Arhaus and The Container Store. We picked our stone materials and some of our highlight colors from those buildings and also tried to complement very respectfully the Town Center development interior. The Shake Shack
building rendering is very representative of their character that they’re portraying. They’re a national retailer. You’ve probably seen them down at the Plaza, their first location in Kansas. You should be very proud that they’ve identified this location to place their first Kansas store. With those highlights, we have members of the ownership entity here as well as folks from Olsson and Associates to answer any questions you may have.

Chairman Elkins: Thank you. Questions for Mr. Olsson?

Comm. Coleman: Obviously, Shake Shack is going into Building 2. Do you have any tenants for Building 1 yet?

Mr. Olsson: We are not prepared tonight to disclose those, but they are national retailers and another good addition to the development.

Comm. Coleman: In terms of the scope of the project and the timeline, how long will it take to demolish On the Border and get Shake Shack up and running?

Mr. Olsson: I’m always asked when it will be finished, and I will always ask when I can start. We’re trying to get through the approvals as quickly as possible. We are ready to literally start demolition today. We understand that’s not feasible, but we do plan to start demolition right around January 1st. We’ll deliver building pads hopefully before April, and business will open roughly six months thereafter.

Chairman Elkins: Other questions for Mr. Olsson? Thank you. Because of the nature of this application, we’ll have a Public Hearing. You will have an opportunity to respond if necessary.

Public Hearing

Lou Ambrose, Houlihan’s Restaurant Company, appeared before the Planning Commission and made the following comments:

Mr. Ambrose: I oversee The Bristol here in Leawood and a couple other brands. My question is about the number of parking spaces that will be required for the multiple tenants. Is there enough parking for Shake Shack based on the volume of business? If there isn’t, where would the additional parking for employees and guests be?

Chairman Elkins: Thank you. Mr. Olsson, do you or anyone on your team care to respond to the question on parking?

Mr. Olsson: Just going from memory, the parking provides about ten parking spaced per 1,000. Building No. 2 will provide five per 1,000 for the retail building, and it will leave almost 20 per 1,000 for the restaurant use. I think that’s a pretty healthy parking ratio.

Chairman Elkins: Does that meet with the guidelines in our LDO?

Mr. Olsson: Oh, absolutely.
Mr. Sanchez: Per the LDO, in SD-CR, it is 3.5-4.5 parking spaces per 1,000 square feet on the retail side of it. On the restaurant side, it is one space per two seats. They meet this requirement.

Chairman Elkins: Are there other comments from the public?

Mr. Ambrose: How many guests are going to be seated in the restaurant? How many guests order to go, which will take up a parking spot?

Chairman Elkins: I’m sure that will be an estimate, but we’ll ask Mr. Olsson if he can respond.

Mr. Olsson: Honestly, I don’t have the percentage of takeout versus seating. I’m estimating 20 stalls per 1,000 square feet. Most retailers in our industry never ask for more than 15. I’m very comfortable that we’ve got adequate parking.

Chairman Elkins: Additional comments from the public? If not, I would entertain a motion to close the Public Hearing.

A motion to close the Public Hearing was made by Pateidl; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

Chairman Elkins: Mr. Olsson, do you have anything to add in light of the questions asked during the Public Hearing?

Mr. Olsson: I don’t have any with respect to the Public Hearing, but I would like to speak to the grease trap question. Johnson County Wastewater has an extremely rigorous review approval process. A grease trap is all below grade. It is a 1,500-gallon concrete box with two manhole lids. The lids are virtually all that is visible.

Chairman Elkins: That takes us to a discussion. Any comments from commissioners?

Comm. Strauss: I’m thrilled that the building didn’t sit vacant very long. We have what looks like a great proposal in front of us. We heard one concern at the Public Hearing on parking. I would think employees would park north of the building and not east. I can understand the concerns of Houlihan’s, but in addition to the site, there is excess parking to the north. I’m comfortable with that.

Mr. Sanchez: Staff would like to add a stipulation to require the northern sidewalk to connect all the way to Rosewood Street.

Chairman Elkins: That would be an additional stipulation?

Mr. Coleman: It can just be added to No. 12.
Chairman Elkins: Mr. Olsson, does that raise any concern to you or your clients?

Mr. Olsson: That is totally acceptable.

Chairman Elkins: Is there a motion?

A motion to recommend approval of CASE 114-18 – TOWN CENTER PLAZA – LOT 4 REDEVELOPMENT – Request for approval of a Preliminary Plan, Final Plan, and Final Plat, located north of 119th Street and east of Nall Avenue – with enclosed stipulations, including the modification of No. 12 to include the requirement to extend the northern sidewalk to Rosewood Street – was made by Belzer; seconded by Pateidl. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

CASE 115-18 – RANCH MART NORTH SHOPPING CENTER – REDEVELOPMENT – Request for approval of a Rezoning, Preliminary Plan, Preliminary Plat, and Special Use Permit, located north of 95th Street and east of Mission Road. PUBLIC HEARING

Staff Presentation:
City Planner Jessica Schuller made the following presentation:

Ms. Schuller: This is Case 115-18 – Ranch Mart North Shopping Center – Redevelopment – Request for approval of a Rezoning, Preliminary Plan, Preliminary Plat, and Special Use Permit for a pharmacy drive-through. Ranch Mart North is generally located east of Mission Road and north of 95th. Before I proceed, I do have a correction to make to stipulations as well. No. 17 should be removed, as it is a duplicate of No. 21. No. 34 should be changed to read, “...1-33.” On No. 24, the date of the memo should read October 18th rather than October 19th.

The applicant proposes to rezone the entire Ranch Mart North development into two zoning districts. The main retail center, the bank, and McDonald’s will be zoned SD-CR (Planned General Retail). The Care Now, the cemetery, and associated parking will be zoned SD-NCR2 (Planned Neighborhood Retail 2). The applicant proposes to redevelop the entire parking lot of the center, consisting of a mill and overlay and updating the parking lot islands, landscaping, and lighting. Additional islands are proposed just north of the McDonald’s parking lot for improved circulation through that area. The applicant proposes to eliminate one of the existing driveways on 95th Street between the McDonald’s entrance and the stoplight to the east. The applicant is proposing 5’ sidewalks along 95th Street and Mission Road as well as connections from the main center to the perimeter sidewalks. The applicant proposes street trees, shrubs, and 3’ parking lot screening walls along 95th Street. Along Mission Road, the applicant is proposing a 3’ screen wall and shrubs but does not propose street trees due to a number of utilities within the right-of-way. However, staff is recommending that the applicant would plant street trees along Mission as well, working with staff to avoid conflicts with utilities at the time of Final Plan. There is also a portion of the McDonald’s parking lot frontage that is not screened by the 3’ wall as required by the LDO. Staff recommends
City of Leawood Governing Body Staff Report

MEETING DATE: November 19, 2018
REPORT WRITTEN: October 29, 2018

THREE HALLBROOK PLACE – OFFICE BUILDING – REQUEST FOR APPROVAL OF A PRELIMINARY PLAN AND PRELIMINARY PLAT – Located south of College Boulevard and west of State Line Road – Case 116-18

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (7-0) of case 116-18 – Three Hallbrook Place, a request for approval of a Preliminary Plan and Preliminary Plat with the following stipulations:
1. The project is limited to a 4-story, 119,853 sq.ft. of office building on 8.46 acres for an SD-O zoning development FAR of 0.23.
2. The applicant/owner shall be responsible for:
   a) A public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq.ft. of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.
   b) A park impact fee in the amount of $0.15/ square foot of finished floor area is required prior to issuance of a building permit. This amount is subject to change.
   c) The applicant/owner shall be responsible for a Street Fee of $311 per lineal foot of frontage along College Boulevard and State Line Road. This amount is subject to change by Ordinance.
3. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.
4. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Community Development as being in compliance with the Leawood Development Ordinance.
5. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body.
6. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Governing Body at Final Plan.
7. Pedestrian crosswalks shall be demarcated across the entry drive ways to match the existing crosswalks within the Hallbrook Office Development.
8. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.
9. The metal paneling shown on the elevation plan shall meet the requirements of the Leawood Development Ordinance, Section 16-2-10.3.
10. Applicant shall provide a 20' utility easement along State Line Road.
11. The Applicant will be required to meet the traffic scope provided by the Public Works Department prior to the Governing Body meeting as noted in the Public Works Memo Dated October 18, 2018. This stipulation has been satisfied.
12. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18' in height from grade, and inclusive of base.
13. Lighting plans, photometric studies and specific light fixtures shall be included in the Final Plan application.
14. Materials boards shall be submitted at the time of Final Plan application.
15. A model shall be submitted at the time of Final Plan application.
16. All downspouts shall be enclosed.
17. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The architectural treatment screening the utilities shall be at least as tall as the utilities they are to screen.
18. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo dated October 18, 2018, on file with the City of Leawood Planning and Development Department, prior to recording the plat.
19. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo dated October 17, 2018, on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
20. The Owner/Applicant shall establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and storm water system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.
21. This Preliminary Plan approval shall lapse in two years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the Governing Body to request an extension of this time period. The Governing Body may grant one such extension for a maximum of 12 months for good cause shown by the developer.
22. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-two.

PLANNING COMMISSION CHANGES TO THE STIPULATIONS:
Formerly Stipulation 9:
From:
The applicant shall land bank the northern-most portion of the parking lot (19 spaces) along College Blvd. If it is determined by the applicant and the City of Leawood that the parking is needed, the applicant shall make an application for a Revised Final Plan to the City of Leawood for approval to allow the installation of the parking.

To:
Stipulation Removed
Formerly Stipulation 11:
From:
A plaza/pavilion area shall be constructed on the southwest corner of the intersection of College Boulevard and State Line Road and shall meet the requirements of the Leawood Development Ordinance.

To:
Stipulation Removed

APPLICANT:
- The applicant is David Rezac of VanTrust Real Estate, LLC
- The property is owned by Hallbrook Office Center, LLC
- The engineer is Judd Claussen, PE with Phelps Engineering, Inc.
- The architect is Sandy Price with Burns & McDonnell
- The landscape architect is Scott Bingham with BBN Architects, Inc.

REQUEST:
- The applicant is requesting approval of a Preliminary Plan and Preliminary Plat located on the southwest corner of College Boulevard and State Line Road. Three Hallbrook Place will consist of a 4-story, 119,853 sq.ft. office building.
- The Hallbrook Office Center Development for buildings 2 (existing) and 3 (proposed), zoned SD-O shall be made up of 235,285 sq.ft. of construction on 23.2 acres for an F.A.R of 0.23.

ZONING:
- The property is currently zoned SD-O (Planned Office District).

COMPREHENSIVE PLAN:
- The Comprehensive Plan designates this property as Mixed Use.

LOCATION:
SURROUNDING ZONING:
- North  Directly to the north of the property is College Blvd. On the north side of College Blvd. is an undeveloped lot that is also owned by the Hallbrook Office Center, LLC, zoned SD-O (Planned Office District).
- South  Directly to the south of the property is the Two Hallbrook Place, an office building within the Hallbrook Office Center, zoned SD-O (Planned Office District).
- East  Directly to the east of the property is State Line Road. On the east side of State Line Road is single family residential in the City of Kansas City, Missouri.
- West  West of the property, across from Overbrook Road is a single family house on land zoned AG (Agricultural).

HISTORY:
- The Hallbrook Office Development began with an initial office building being constructed on the south west corner of Overbrook Road and 111th Terrace with a total square footage of 84,385 on 10.38 acres and was approved by the Governing Body on December 20, 1999 (Resolution 1491).
- The second Hallbrook Office building was constructed across Overbrook Road to the east with a total square footage of 115,432 on 10.2 acres and was passed by the Governing Body on October 15, 2007 (Resolution 2900).

SITE PLAN COMMENTS:
- Three Hallbrook Place office development will consist of one 4-story office building that will have 119,853 square feet.
- The building is located at the southwest corner of College Blvd. and State Line Road.
- The proposed building will face the west, towards a large parking lot that also has 19 parking spaces facing College Blvd. A smaller parking lot is located on the south side of the building.
- The site slopes from the northeast to the southwest. There are drastic elevation changes along the northeast corner near the intersection of College Boulevard and State Line Road and near the detention basin in Tract A.
- The applicant is proposing a retaining wall along the northeast corner of the project area with a maximum height of 2.5' tall, a retaining wall along the northern connection from the building and College Boulevard with a maximum height of 2.5' tall, and a retaining wall along the south portion of the project area along the property line with a maximum height of 2.5' tall.
- The site will be using Tract A for BMP's for the new proposed office building and for the existing Two Hallbrook Place.
- Two walkways are proposed from Overbrook Road to the front façade of the office building. Two additional pedestrian walkways are proposed to the south and north of the building, providing a connections to State Line Road and College Boulevard.
- Two plaza areas (3,696 sq. ft.) are proposed with the project. One is located around the entrance of the building. A second is located at the northwest corner of the building, at the terminus of the pedestrian connection to Overbrook. Plaza areas will include seating amenities, landscaping and lighting per the Leawood Development Ordinance.
- Bicycle parking is proposed on the southwest corner of the building.
BULK REGULATIONS:

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INTERACT:

- An Interact meeting was held on October 9, 2018. A summary of the meeting and sign in sheet is attached.

PARKING:

- Per the Leawood Development Ordinance, areas zoned SD-O have parking requirements of 3.0 to 4.0 parking spaces per 1,000 sq. ft., totaling 360-480 parking spaces for the project. The development is proposing 469 individual parking stalls, meeting the requirement.

ELEVATIONS:

- Final elevations and materials are to be reviewed at the time of Final Plan. The applicant has provided a preliminary elevation with preliminary materials.
- The building is four stories with a flat roofline. It will be constructed primarily of glass with an aluminum window wall system, metal panels, and masonry veneer.
- The trash enclosure is located along the south side of the proposed building and will be architecturally attached along with a proposed emergency generator.
- Rooftop utilities will be screened by a metal screen wall that will be at least as tall as the height of the utilities that it screens.
- The 4-story office building is proposed to be 58’ in height.

SIGNAGE:

- No signage is proposed with this application.
- Signage is approved administratively through a separate application.

LANDSCAPING:

- A general landscape plan was provided. Landscaping is reviewed and approved at the time of final plan application.
- Street trees are planned along State Line Road, College Boulevard, and Overbrook Road, at 1 tree per every 35’ on center.
• Additional landscaping is proposed along Overbrook Road, College Boulevard, and State Line Road including a mixture of street trees, shade trees, ornamental trees, and shrubs.
• Shade trees are located within the parking lot islands.
• The applicant will preserve the existing tree massing in Tract A, removing only underbrush and undesirable trees.
• Berms are proposed along the west property line to screen the parking lot from the public right-of-way.

LIGHTING:
• Lighting is reviewed and approved at the time of Final Plan application. At that time, the applicant shall be required to provide a photometric study and detailed information regarding all proposed light fixtures.

PRELIMINARY PLAT:
• A Preliminary Plat for Three Hallbrook Place was submitted for the lot closest to College Boulevard and State Line Road. The platted tract on the southwest corner of the proposed project area is not part of this Revised Preliminary Plat.
• The proposed lot will be 368,568 sq. ft. (8.46 acres).
• A permanent 10’ utility easement is located along the perimeter of the entire site.

DEVIATIONS:
• The applicant is not requesting any deviations with this application.

IMPACT FEES:
• PUBLIC ART IMPACT FEE: The applicant/owner shall be responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq.ft. of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.
• PARK IMPACT FEE: The applicant shall be responsible for a Park Impact Fee in the amount of $0.15/sq. ft. of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.
• STREET FEE: The applicant/owner shall be responsible for a Street Fee of $311 per lineal foot of frontage along College Boulevard and State Line Road. This amount is subject to change by Ordinance.

GOLDEN CRITERIA:
The character of the neighborhood:
The area is characterized by an arterial street (State Line Road) and a single-family residential neighborhood to the east; an arterial street (College Boulevard) and an undeveloped land on the north; a collector street (Overbrook Road) and a lot zoned AG the west; and an office building within the same development to the south.

The zoning and uses of properties nearby:
• North Directly to the north of the property is College Blvd. On the north side of College Blvd. is an undeveloped lot that is also owned by the Hallbrook Office Center, LLC, zoned SD-O (Planned Office District).
• South Directly to the south of the property is the Two Hallbrook Place, an office building within the Hallbrook Office Center, zoned SD-O (Planned Office District).
• East  Directly to the east of the property is State Line Road. On the east side of State Line Road is single family residential in the City of Kansas City, Missouri.
• West  West of the property, across from Overbrook Road is a single family house on land zoned AG (Agricultural).

The Suitability of the subject property for uses to which it has been restricted:
The first building constructed within the Hallbrook Office Center was in 1998, which is a bank on the north of 112th Street and west of State Line Road. Two other office buildings have been constructed within the Hallbrook Office Center, one in 2000 and the other in 2008. The existing development within the Hallbrook Office Center is compatible with the proposed project. The property is surrounded on the north, east, and west by major streets: Overbrook Road to the west, College Boulevard on the north, and State Line Road to the east.

The time for which the property has been vacant:
The property is currently vacant, however the first building constructed within the Hallbrook Office Center was in 1998. Other office buildings constructed adjacent to the subject property were constructed in 2000 and 2008.

The extent to which removal of the restrictions will detrimentally affect nearby property:
Although the site is suitable for an office development, stipulations are necessary to ensure a high quality project that fits with the surrounding uses.

The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:
Denial of the application will not result in a relative gain to the public health, safety, or welfare. The site is part of the Hallbrook Office Center.

The recommendation of the permanent staff:
Staff is recommending the case be recommended by the Planning Commission based on reasons outlined in the staff report.

Conformance of the requested change to the adopted master plan of the City of Leawood:
The Comprehensive Plan designates this site as Mixed Use. However based on the surrounding uses and fact that the property is part of the Hallbrook Office Center development, this designation is recommended to be changed to office with the next update of the Comprehensive Plan.

STAFF COMMENTS:
• At the time of Final Plan, all proposed building materials shall comply with Section 16-2-10.3, Materials and Colors, of the Leawood Development Ordinance. (Stipulation 9)
• Staff recommends a 20' utility easement along State Line Road. (Stipulation 10)
• The applicant did not meet the scope required for a traffic study to be approved by the Public Works Department. The Applicant will be required to meet the traffic scope provided by the Public Works Department prior to the Governing Body meeting. (Stipulation 11)
MEMORANDUM

Date: October 18, 2018

To: Richard Coleman, Director of Community Development

From: Brian Scovill, P.E., City Engineer
Department of Public Works

Re: Three Hallbrook Place – Preliminary Plan & Plat
Case Number: 116-18

The Department of Public Works has reviewed the aforementioned project and would like to make the following stipulations as part of the Planning Commission Approval:

1) The developer is using an existing storm water detention pond south-west of the proposed building. The detention pond is sized and planned for both Hallbrook Office Two building and Hallbrook Office Three building. It was built with Hallbrook Office Two.

2) The developer shall provide a sidewalk easement where the sidewalk is constructed outside of the Right-of-Way.

3) The developer shall provide a twenty (20) foot wide Utility Easement adjacent to the State Line Road Right-of-Way.

4) The developer shall address the following traffic comments prior to City Council:

   a) The submitted traffic study did not meet the agreed upon scope. The items not addressed are:

      i) Scope item 4: A review of proposed access was not provided. Additionally, vehicular queuing was not reviewed at signalized and unsignalized intersections. This item has not been addressed. A summary of vehicle queuing is presented, but the report does not address proposed access spacing/location, geometrics, and turning movements. KDOT Access Management Policy should be used for review of access spacing, geometrics, and turn lane recommendations.
b) The 9th edition of the ITE Trip Generation Manual was used for estimation of development trips. The current edition of this manual is the 10th edition and should be used for analysis.

i) A review of 10th edition to 9th edition indicates that the 10th edition may reflect fewer trips to be generated for the proposed development type and size.

ii) The average rate was used for daily trip generation calculation. With an R^2 value of 0.83 (referencing the 10th edition), the equation may be a better indicator of proposed daily trip generation. The use of the equation or average rate for daily calculation does not impact analysis or study results.

This comment has not been addressed in the report. Page 4 references use of the 9th Edition.

c) Trip distribution: It appears existing volumes were used for trip distribution without application of engineering judgement (i.e., 13% of development trips during the AM peak are expected to travel northbound on Overbrook at 112th, 15% of development trips during the PM peak are expected to travel southbound along Overbrook at 112th). Is this distribution reasonable considering an office is typically a more regional generator? Modifications to trip distribution percentages would not be expected to significantly impact operations but may impact the estimated number of trips using Overbrook south of 112th.

This comment has not been addressed in the report or correspondence from the Engineer.

d) Trip distribution: For existing plus development, no exiting trips were illustrated using the north drive for the westbound left-turn movement for the AM period. This will not significantly impact operations, but some trips would be anticipated to use the north drive to exit the site making the westbound left-turn movement.

This comment has not been addressed in the report or correspondence from the Engineer.

e) Vehicular analysis was conducted presenting Synchro 10 analysis results (ICU). Analysis should be presented using HCS analysis, 6th Edition.

It appears that vehicular analysis was conducted using ICU, not HCS. Engineer should provide justification for presenting ICU, City of Leawood preference is HCS analysis, latest edition.

f) Queueing reports were not provided in the appendix for unsignalized intersections.

Not addressed. Queueing reports have not been provided for unsignalized intersections. A discussion of unsignalized intersection queuing is provided on page 7 of the report and indicates 95th percentile queuing of less than one vehicle.
g) A peak hour factor (PHF) of 0.92 was used for all new intersections (North and South Drive).

*Not addressed, the same approach was used in re-submittal.*

h) Signal timings appear to have been modified for existing plus development (PM scenario at College and Overbrook) and future (both signalized intersections). To provide consistent analysis, signal timings should not be modified. If modifications are recommended it should be addressed in the report as a recommendation.

i) Flashing yellow arrow (FYA) are provided for the northbound and southbound left-turn movements at the intersection of State Line Road and 112th. This is not reflected in the signal analysis.

*Not addressed. Signal analysis was conducted assuming a left-turn permitted movement for northbound and southbound movements.*

ii) It does not appear that current signal timings were used for analysis. The cycle length of the intersections should be the current cycle length at College Boulevard and State Line Road.

*Not addressed. Signal timings do not appear to have been updated based on information provided in the appendix.*

5) Permanent structures, including monument signs, shall not be placed within the Right-of-Way or Public Easements

6) The developer shall provide as-built storm sewer information in accordance with our standards. This includes, but is not limited to, vertical and horizontal coordinates of all structures constructed or modified, flow line information at each structure, pipe size information, downstream structure numbers and type of structure. This information shall be provided to us on the Johnson County AIMS coordinate system. The spreadsheet for the data will be provided to the developer after the storm sewer improvements have been completed.

7) The Developer agrees to repair any damaged areas between the roadway and the Right-of-Way and Easements. This shall include street lighting equipment, traffic signal equipment, sidewalks, storm sewers, grass, etc.

8) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.

9) The Temporary Certificate of Occupancy will not be approved until the above requirements have been met.

If you have any questions, please call me at (913) 339-6700, extension 134.
Richard Sanchez

From: Gene Hunter
Sent: Wednesday, October 17, 2018 2:58 PM
To: Richard Sanchez
Subject: RE: Case 116-18 Three Hallbrook Place

The Fire Department has no objection to this plan.

Gene Hunter, Leawood Fire Marshal

From: Richard Sanchez
Sent: Wednesday, October 17, 2018 10:30 AM
To: Gene Hunter <geneh@leawood.org>
Subject: Case 116-18 Three Hallbrook Place
ORDINANCE NO. ______________

ORDINANCE APPROVING A PRELIMINARY PLAN AND PRELIMINARY PLAT FOR THREE HALLBROOK PLACE – OFFICE BUILDING – LOCATED SOUTH OF COLLEGE BOULEVARD AND WEST OF STATE LINE ROAD. (PC CASE 116-18)

WHEREAS, the applicant submitted a request for approval of a Preliminary Plan and Preliminary Plat;

WHEREAS, such request for approval was submitted to the Planning Commission on October 23, 2018;

WHEREAS, the Planning Commission reviewed the application and recommends approval with certain stipulations; and

WHEREAS, the Planning Commission’s recommendation was presented to the Governing Body on November 19, 2018.

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

SECTION 1. APPROVAL OF PRELIMINARY SITE PLAN GRANTED. Pursuant to Section 16-3-10 of the Leawood Development Ordinance, permission is hereby granted to use the following property, in the manner set forth in the Preliminary Plan, on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Section 16-2-6.1 of the Leawood Development Ordinance, subject to the stipulations set forth in Section 3, and subject to all other laws and regulations:

Legal Description:

ALL OF TRACT A, HALLBROOK OFFICE CENTER, THIRD PLAT, A PLATTED SUBDIVISION OF LAND AND ALL THAT PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 11, TOWNSHIP 13 SOUTH, RANGE 25 EAST, ALL BEING IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 11; THENCE N 2°10'14" W, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 11 AND ALONG THE KANSAS-MISSOURI STATE LINE, A DISTANCE OF 98.03 FEET TO THE NORTHEAST PLAT CORNER OF SAID HALLBROOK OFFICE CENTER, THIRD PLAT; THENCE N 90°00'00" W, ALONG THE NORTH PLAT LINE OF SAID HALLBROOK OFFICE CENTER, THIRD PLAT, A DISTANCE OF 63.13 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID HALLBROOK OFFICE CENTER, THIRD PLAT, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF STATE LINE ROAD, AS ESTABLISHED BY BOOK 3633 AT PAGE 914 AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT 1, FOR THE FOLLOWING THREE (3) COURSES: THENCE N 90°00'00" W, A DISTANCE OF 166.25 FEET; THENCE S 73°48'49" W, A DISTANCE OF
260.59 FEET; THENCE S 71°11’02" W, A DISTANCE OF 170.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID TRACT A, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF OVERBROOK ROAD, AS ESTABLISHED BY BOOK 200709 AT PAGE 005198; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID TRACT A AND ALSO ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID OVERBROOK ROAD, FOR THE FOLLOWING FIVE (5) COURSES: THENCE NORTHERLY, ON A CURVE TO THE RIGHT SAID CURVE HAVING AN INITIAL TANGENT BEARING OF N 17°17’34" W AND A RADIUS OF 710.00 FEET, AN ARC DISTANCE OF 187.34 FEET; THENCE N 2°10’14" W, A DISTANCE OF 421.80 FEET; THENCE NORTHERLY, ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 445.00 FEET, AN ARC DISTANCE OF 206.09 FEET; THENCE N 24°21’52" E, A DISTANCE OF 67.04 FEET; THENCE N 69°55’08" E, A DISTANCE OF 20.95 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COLLEGE BOULEVARD, AS ESTABLISHED BY BOOK 4666 AT PAGE 784; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY OF COLLEGE BOULEVARD, FOR THE FOLLOWING THREE (3) COURSES: THENCE S 64°32’37" E, A DISTANCE OF 235.11 FEET; THENCE S 61°23’55" E, A DISTANCE OF 121.33 FEET; THENCE S 63°40’28" E, A DISTANCE OF 62.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID STATE LINE ROAD; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID STATE LINE ROAD, FOR THE FOLLOWING FIVE (5) COURSES: THENCE S 65°39’12" E, A DISTANCE OF 126.96 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 44.32 FEET; THENCE S 2°10’14" E, A DISTANCE OF 402.57 FEET; THENCE N 87°49’46" E, A DISTANCE OF 5.00 FEET; THENCE S 3°43’15" E, A DISTANCE OF 70.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.3002 ACRES, MORE OR LESS, OF WHICH 8.4613 ACRES OF UNPLATTED LAND AND 0.8389 ACRES OF REPLATTED LAND.

SECTION 2. PRELIMINARY PLAT APPROVAL GRANTED. Pursuant to Section 16-8-2.2 of the Leawood Development Ordinance, permission is hereby granted to use the above described property, in the manner set forth in the Preliminary Plat on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Section 16-2-6.1 of the Leawood Development Ordinance, subject to all other laws and regulations, and subject to the stipulations set forth in Section 3.

SECTION 3. CONDITIONS AND STIPULATIONS. The Preliminary Plan referenced in Section 1 and the Preliminary Plat referenced in Section 2 above are hereby approved and adopted subject to the following stipulations:

1. The project is limited to a 4-story, 119,853 sq.ft. of office building on 8.46 acres for an SD-O zoning development FAR of 0.23.
2. The applicant/owner shall be responsible for:
   a) A public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission
and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq.ft. of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.

b) A park impact fee in the amount of $0.15/ square foot of finished floor area is required prior to issuance of a building permit. This amount is subject to change.

c) The applicant/owner shall be responsible for a Street Fee of $311 per lineal foot of frontage along College Boulevard and State Line Road. This amount is subject to change by Ordinance.

3. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.

4. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Community Development as being in compliance with the Leawood Development Ordinance.

5. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body.

6. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Governing Body at Final Plan.

7. Pedestrian crosswalks shall be demarcated across the entry drive ways to match the existing crosswalks within the Hallbrook Office Development.

8. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.

9. The metal panelling shown on the elevation plan shall meet the requirements of the Leawood Development Ordinance, Section 16-2-10.3.

10. Applicant shall provide a 20' utility easement along State Line Road.

11. The Applicant will be required to meet the traffic scope provided by the Public Works Department prior to the Governing Body meeting as noted in the Public Works Memo Dated October 18, 2018.

12. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18' in height from grade, and inclusive of base.

13. Lighting plans, photometric studies and specific light fixtures shall be included in the Final Plan application.

14. Materials boards shall be submitted at the time of Final Plan application.
15. A model shall be submitted at the time of Final Plan application.
16. All downspouts shall be enclosed.
17. All rooftop equipment shall be screened from the public view with an architectural
treatment, which is compatible with the building architecture. The architectural treatment
screening the utilities shall be at least as tall as the utilities they are to screen.
18. The applicant shall obtain all approvals and permits from the Public Works Department,
per the public works memo dated October 18, 2018, on file with the City of Leawood
Planning and Development Department, prior to recording the plat.
19. The applicant shall obtain all approvals from the City of Leawood Fire Department, per
the Fire Marshal’s memo dated October 17, 2018, on file with the City of Leawood
Planning and Development Department, prior to issuance of a building permit.
20. The Owner/Applicant shall establish a funding mechanism to maintain, repair and/or
replace all common areas and common area improvements including, but not limited to,
streets, walls, and storm water system improvements. The mechanism will include a
deed restriction running with each lot in the development that will mandate that each
owner must contribute to the funding for such maintenance, repair and/or replacement
and that each lot owner is jointly and severally liable for such maintenance, repair and/or
replacement, and that the failure to maintain, repair or replace such common areas or
common area improvements may result in the City of Leawood maintaining, repairing
and replacing said common areas and/or improvements, and the cost incurred by the City
of Leawood will be jointly and severally assessed against each lot, and will be the
responsibility of the owner(s) of such lot.
21. This Preliminary Plan approval shall lapse in two years, if construction on the project has
not begun or if such construction is not being diligently pursued; provided, however, that
the developer may request a hearing before the Governing Body to request an extension
of this time period. The Governing Body may grant one such extension for a maximum
of 12 months for good cause shown by the developer.
22. In addition to the stipulations listed in this report, the developer/property owner agrees to
abide by all ordinances of the City of Leawood Development Ordinance, unless a
deviation has been granted, and to execute a statement acknowledging in writing that they
agree to stipulations one through twenty-two.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect and be in force from and
after its publication as required by law.

PASSED by the Governing Body this 19th day of November, 2018.

APPROVED by the Mayor this 19th day of November, 2018.

(SEAL)

Peggy J. Dunn, Mayor
ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Andrew K. Hall, Assistant City Attorney
Preliminary Stormwater Treatment Plan

Three Hallbrook Place
Commercial Office Building

SW Corner College Blvd and State Line Road
Leawood, Johnson County, Kansas

Prepared by:

Consultant: PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, KS 66061
(913)393-1155

Developer: Van Trust Real Estate LLC
4900 Main Street, #400
Kansas City, MO 64112

PEI #180761
October 15, 2018

PHELPS ENGINEERING, INC.
1270 N. Winchester – Olathe, Kansas 66061 – (913) 393-1155 – Fax (913) 393-1166 – www.phelpsengineering.com
October 15, 2018

Mr. David Ley, P.E.
City Engineer
City of Leawood, Kansas
4800 Town Center Drive
Leawood, KS 66211

Re: Preliminary Stormwater Treatment Plan
Three Hallbrook Place
PEI #180761

Dear Mr. Ley:

Executive Summary
PEI is pleased to submit this Preliminary Stormwater Treatment Plan for the above referenced project. The proposed project includes a new 4-story office building and parking lot on 8.46 acres. The site was previously included in the approved “Hallbrook Office City” stormwater study prepared by Continental Consulting Engineerings, Inc. on July 25, 2007. The previously approved study has been included in Appendix B of this report.

Existing Site Soil Conditions
Soils data for the site watershed was determined using the NRCS Web Soil Survey for Johnson County. The site watershed primarily consists of Sogn-Vinland complex, Martin silty clay loam, and Chillicothe silt loam which designates the site as Hydrologic Soil Group (HSG) D. The site watershed soil properties can be found in Appendix A of this report.

Detention Requirements
Per the previously approved 2007 Stormwater Study, an existing detention basin and outlet structure was previously constructed directly southwest of the proposed development. The proposed development was included as part of the design of the existing detention basin with an assumed composite curve number of 93.2. The proposed development shall discharge to the existing detention basin and results in a composite CN of 90.0. Therefore, no additional detention shall be provided with this development. See Appendix A of this report for the proposed curve number calculations.
Good morning Ricky. We held our InterAct meeting last night for the Three Hallbrook Place project. We had 3 guests attend per the attached sign-in sheet. Also attached is the presentation I shared with the group. The 3 guests were complimentary of the proposed development and they only asked a couple questions:

- What is the height of the Office building in relation to State Line Road.
- Why the Office building was located at the corner versus mid-site.

Attending from our team were as follows:

- David Rezac – VanTrust
- Corey Biggs – Chinquapin Trust Company
- Sandy Price – Burns & McDonnell
- Judd Claussen – Phelps Engineering

Please let me know if you have any questions or need anything else from us. Hopefully these notes suffice as our summary of the InterAct meeting!

Thanks.

David W. Rezac AIA
VICE PRESIDENT, DEVELOPMENT

816.569.1441   D 816.569.1472   C 816.695.8492
E david.rezac@vantrustre.com
A 4900 Main St, Suite 400, Kansas City, MO 64112
W vantrustre.com
<table>
<thead>
<tr>
<th>Name (please print)</th>
<th>Street Address</th>
<th>Phone/Email</th>
</tr>
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<tbody>
<tr>
<td>Joe Huber</td>
<td>1357 Granada Court</td>
<td>816.591.7771</td>
</tr>
<tr>
<td>Susan Goldstein</td>
<td>3709 W 130th St.</td>
<td>913-491-3118</td>
</tr>
<tr>
<td>Myron Goldstein</td>
<td>3109 W 120 St.</td>
<td>816.526.8472</td>
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4900 Main St, Ste 400 Kansas City, MO 64112  v  vantrustre.com  816.569.1441  816.569.1442
City of Leawood  
Planning Commission Meeting  
October 23, 2018  
Meeting - 6:00 p.m.  
Leawood City Hall Council Chambers  
4800 Town Center Drive  
Leawood, KS 66211  
913.339.6700 x 160

CALL TO ORDER/ROLL CALL: Hunter, Belzer, Pateidl, Elkins, Strauss, Coleman, Block, and Stevens. Absent: Hoyt,

APPROVAL OF THE AGENDA

Chairman Elkins: If staff has no revisions or additions, I would entertain a motion.

A motion to approve the agenda was made by Strauss; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

APPROVAL OF MINUTES: Approval of the minutes from the September 25, 2018 Planning Commission meeting.

Comm. Coleman: On Page 1, it refers to Chairman Elkins instead of Pateidl on two different lines.

A motion to approve the revised minutes from the September 25, 2018 Planning Commission meeting was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

CONSENT AGENDA:
Chairman Elkins: Is there anyone who wishes to hear an in-depth presentation of Case 118-18? If not, I would entertain a motion.

CASE 118-18 – NALL VALLEY SHOPS – BURG & BARREL PATIO – Request for approval of a Final Plan, located north of 151st Street and east of Nall Avenue.

A motion to approve the Consent Agenda was made by Stevens; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

NEW BUSINESS:
Five-minute recess

CASE 116-18 – THREE HALLBROOK PLACE – Request for approval of a Preliminary Plan and Preliminary Plat, located south of College Boulevard and west of State Line Road. PUBLIC HEARING

Staff Presentation:
City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 116-18 – Three Hallbrook Place – Request for approval of a Preliminary Plan and Preliminary Plat, located south of College Boulevard and west of State Line Road. There are changes to be made on the stipulations before you tonight. Planning staff would like to remove Nos. 9 and 11 from the list. No. 23 should read, “...1-22.”

The applicant would like to construct a new four-story office building totaling 119,853 square feet. The building will be placed along the northeast corner of the lot with parking surrounding the west and south sides. Tract A is located along the southwest corner of the site and is being used for Best Management Practice (BMP) purposes for Two Hallbrook Place south of the located project area and the proposed office building. Two entry drives are located at the west side of the site coming off Overbrook Road. Two plaza areas are proposed with this project. One is around the entrance, and the second is at the northwest corner of the building. Bicycle parking is also proposed on the southwest corner of the building, along with a trash enclosure and generator area along the south. There are two pedestrian connections coming off Overbrook Road to the office building. One comes from College Boulevard; the other comes from State Line Road. Staff’s recommendation is that a public amenity area be constructed at the southwest corner of College Boulevard and State Line Road to help connect pedestrians offsite into the site. The project meets all regulations per the LDO, and staff recommends approval of Case 116-18 with the stipulations listed in the Staff Report.

Chairman Elkins: Thank you. Are there questions for staff? Seeing none, I will entertain a motion to extend the meeting until 9:30.

A motion to extend the meeting until 9:30 was made by Pateidl; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

Chairman Elkins: We’ll hear from the applicant.

Applicant Presentation:
David Rezac, VanTrust Real Estate, 4900 Main, Suite 400, Kansas City, MO, appeared before the Planning Commission and made the following comments:

Mr. Rezac: We appreciate the opportunity to be in front of you this evening to present our application. We’re very excited about this project. I’ve got a very brief presentation to walk you through and offer a bit more detail. (Refers to presentation on the monitor)
The site is just south of College Boulevard and west of State Line Road. It is east of Overbrook, and to the south is the adjacent Hallbrook parcel. I’m joined tonight by the rest of our project team. We have a codeveloper: Chinquapin Trust Company. Our architect is Burns & McDonnell. Civil engineer is Phelps Engineering. Our landscape architect is BBN Architects. In addition to the 8.37-acre parcel we are building the building and parking on, a storm detention tract is located in the southwest corner of the site that is included in this proposal. We successfully held our Interact Meeting with adjacent neighbors on October 9th. As was mentioned, the office building is 119,853 gross square feet. It is four stories tall, and we have 469 surface parking spots. The building is sited on the high end of the site. There is a lot of grade and terrain change as it falls to the southwest. We believe that creates a really great presence and holds the primary corner. Per the LDO, the project will be landscaped with many new trees, shrubs, and ground cover to seamlessly fit into the rest of the Hallbrook development. As was mentioned, we have a 3,600 sq. ft. entry plaza that will be landscaped with seating areas and special occasion lighting to enhance the pedestrian experience. Three Hallbrook Place is an office building with clean lines, materials, subtle scale, and appropriate proportions. This modern office building is a perfect complement to One and Two Hallbrook Place and the rest of the Hallbrook development. Schedule-wise, we hope to get through both the entitlement process and permit process with the city by mid-summer 2019, which would allow us to begin construction soon after. Our goal is to have this project complete by Fall 2020. We are working diligently with city planning staff to ensure our submittal aligns with the design requirements of the LDO. We appreciate all their assistance getting to tonight. Lastly, we have read and accept all 22 stipulations in the Staff Report. At this point, I’ll open up to any questions you may have.

Chairman Elkins: Mr. Rezak, I can’t tell you how much that pleases us. We are grateful.

Mr. Rezak: Me, too.

Comm. Coleman: Do you already have a tenant?

Mr. Rezak: We do not. We are actively pursuing tenants, so if you happen to know anybody who would be interested in being in this area, let me know.

Chairman Elkins: Other questions? I’m trying to get myself oriented. The old farmhouse is where?

Mr. Rezak: It is to the west of this property.

Chairman Elkins: If there are no more questions, this application requires a Public Hearing.

Public Hearing
As no one was present to speak, a motion to close the Public Hearing was made by Pateidl; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

Chairman Elkins: That takes us to a further discussion of Case 116-18. Comments by the commission?

Comm. Belzer: I really like this proposal, especially with the added pedestrian areas and connections to Hallbrook Place One and Two. I also like the elevation. We watch fireworks from this space every 4th of July. Having it higher up makes it even better. I don’t know if you’ve ever been around that area on the 4th of July, but it’s a very heavily attended spot.

Comm. Coleman: I agree with Commissioner Belzer. It’s a great project. It looks fabulous. Hallbrook is one of the crown jewels of Leawood, both residential and office space. It is definitely a proud addition to Leawood and to the tax rolls as well.

Chairman Elkins: I would concur with that. Other comments?

A motion to recommend approval of CASE 116-18 – THREE HALLBROOK PLACE – Request for approval of a Preliminary Plan and Preliminary Plat, located south of College Boulevard and west of State Line Road with the following modifications: remove Stipulation Numbers 9 and 11 and modify No. 23 to read, “. . . 1-22” – was made by Coleman; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

CASE 113-18 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-2-5.3, R-1 (PLANNED SINGLE-_FAMILY LOW-DENSITY RESIDENTIAL DISTRICT) (15,000 SQ. FEET PER DWELLING) – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to exceptions to the side yard setbacks. PUBLIC HEARING

Staff Presentation:
Assistant Director Mark Klein made the following presentation:

Mr. Klein: This is Case 113-18 – Leawood Development Ordinance Amendment to Section 16-2-5.3, R-1 (Planned Single-Family Low-Density Residential District) with regard to deviations to setbacks. At one point, zoning regulations did not have a 15' side yard setback requirement; it was much less than that. Many buildings are located there that do not meet this setback. As part of relief to that, the LDO allowed the Board of Zoning Appeals (BZA) to grant exceptions as opposed to variances. The difference is that a variance has a much higher standard with five factors that are difficult to meet, including a unique quality of the property and hardship that cannot be caused by the applicant. In recognition of that, an exception was allowed so the BZA could determine if they felt that it had a negative impact on the adjacent property owners. Currently, there
Memo

To: Mayor and City Council
From: Mark A. Klein, Planning Official
CC: Scott Lambers, City Administrator
    Richard Coleman, Director of Community Development

Date of Meeting: November 19, 2018
Date of Memo: November 7, 2018
Re: The Planning Commission recommends approval unanimously (7-0) Case 113-18,
    Leawood Development Ordinance Amendment to Section 16-2-5.3, R-1 (Planned Single
    Family Low Density Residential District) (15,000 Sq. Feet Per Dwelling) pertaining to
    side yard exceptions.

The attached Leawood Development Ordinance amendment clarifies Section 16-2-5.3(D) regarding
exceptions to the required side yard setback of 15 ft. for additions to legally constructed homes within the R-1
district, which have a setback less than 15 ft. The current Leawood Development Ordinance, which was
adopted in 2002, as did the previous Leawood Development Ordinance, provides for exceptions to the 15 ft.
side setback if approved by the Board of Zoning Appeals. This exception is in recognition that many homes
constructed within Leawood, particularly north of I-435, were built at a time when the required side yard
backset was less than 15 ft. within the R-1 zoning district.

Currently the Leawood Development Ordinance allows the Board of Zoning Appeals to grant an exception to
the required side yard setback for additions to existing structures, after notice and public hearing, and
provided that a determination is made that such exception shall not cause adverse impact on surrounding
properties and that the following conditions are met:

a) The existing structure was legally constructed with a side setback of less than 15 feet; and
b) In no case shall the existing structure and any proposed addition be any closer than 10 feet to the
   property line; and
 c) The proposed addition will be continuous and consistent with the existing side build line of the
    existing structure; and
 d) The proposed addition shall not cause further encroachment than that of the existing structure.

As currently written for there to be an Exception rather than a Variance to the side yard within the R-1 district,
the proposed addition and existing home must be setback from the side property line by 10 ft. or more, and
the addition must be continuous with the existing structure. If either the addition or the existing house has a
side yard setback of less than a 10 ft., a Variance is needed.
Many legally constructed homes within the City of Leawood have a side yard setback that is less than 10 ft., and the Board of Zoning Appeals often gets applications for variances to the side yard setback for additions to these homes. This Leawood Development Ordinance amendment proposes allow the Board of Zoning Appeals to grant side yard exceptions for additions to legally constructed homes that are setback less than 10 ft., provided that the addition does not extend beyond the existing side build line of the existing home. It also removes the requirement from the exception that the addition must be continuous with the existing structure.

In addition, the amendment proposes two other clarifications:
   a) It removes a reference to the definition of rebuild as contained in Subsection E, because Subsection E does not contain a definition of rebuild. A definition of "rebuild" is already provided within Section 16-2-5.3(D), which is the same section that is being amended with this application.
   b) It adds a reference to an existing figure (Figure B), which illustrates "midpoints" referenced in this section.

**PLANNING COMMISSION MODIFICATIONS:**
- None.
ORDINANCE NO. __________

ORDINANCE AMENDING SECTION 16-2-5.3 OF THE LEAWOOD DEVELOPMENT ORDINANCE ENTITLED "R-1 (PLANNED SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT) (15,000 SQ. FEET PER DWELLING)" AND REPEALING EXISTING SECTION 16-2-5.3 AND OTHER SECTIONS IN CONFLICT HEREWITH. (PC CASE 113-18)

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

SECTION ONE: Section 16-2-5.3 of the Leawood Development Ordinance is hereby amended to read as follows:

16-2-5.3 R-1 (Planned Single Family Low Density Residential District) (15,000 Sq. Feet Per Dwelling)

A) General Purpose and Description: Property zoned and developed as R-1 Planned Single Family Residential shall provide for single family detached dwellings and other selected uses which are compatible with the low density residential character of this district while preserving the character of the existing neighborhoods within the district, each having their own characteristic lot size and residential architecture. Redevelopment in this District shall be subject to such additional regulations as may be necessary to preserve the unique character of the specific neighborhood. Property zoned R-1 should be those tracts that correspond to the low density land use category identified in the Comprehensive Plan.

B) Principal Permitted, Planned and Special Uses: Only the uses specified as authorized in "R-1" in the Table of Uses 16-2-7 are permitted principal uses in the R-1 District. All uses and any erection, construction, relocation, or alteration of any structure or building are subject to the requirements of this District and shall further be subject to all other requirements of this Ordinance except as may be expressly exempted.

C) Accessory Uses: Accessory Uses in this district are governed by 16-4-1 of this Ordinance.

D) Bulk Regulations:

For purposes of this Section of this Ordinance, the following terms shall have the meanings as set forth below:

Average Single-Family Floor Area Ratio – 0.23

Base Lot Area – 15,000 sq. ft.

Base Lot Depth – The base lot depth is calculated by dividing the minimum lot area required per the bulk regulations below by the minimum lot width required per the bulk regulations below. In an R-1 district, this calculation is 15,000/100=150.

Garage Allowance - 450 sq. ft.

Lot Depth - The lot depth is the measurement from the front property line to the rear property line. For non-rectangular lots, lot depth will be calculated by measuring the distance from the midpoint of the front lot line to both the point on the rear lot line that is closest and that which is the farthest away. The average of these two measurements will then be taken to determine the lot depth.

Lot Width - The horizontal distance between the side property lines measured at the required front yard setback line.
New – A dwelling that is constructed on a lot upon which a dwelling has never existed.

Rebuild – A dwelling that is constructed on a lot upon which a dwelling has previously existed.

Remodel – Any improvement to the exterior or interior of a dwelling that requires a building permit, including construction that increases the size of a dwelling in terms of height, length, width or total floor area.

Single Story Dwelling – A dwelling which has no habitable living space above the floor on which the main entrance is located.

Square Footage – The livable area of a dwelling excluding any basement area.

Two-Story Dwelling – A dwelling wherein there is a habitable living space above the floor on which the main entrance is located.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Minimum Distance/Area</th>
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<tbody>
<tr>
<td>Front Setback:</td>
<td>35 feet, unless the setback regulations in Section 16-2-4.5 apply. In addition, no rebuild, as defined in Subsection E below, shall be permitted to have a front setback greater than the average of the midpoints (50% of the depth) of the adjacent homes facing the same street on either side of the subject property. Midpoints will be calculated by determining the distance from the front property line to the midpoint of the dwelling along the side directly adjacent to the subject lot. See Figure B below. In addition, the Board of Zoning Appeals shall have the power to grant an exception to the required Front Setback for the addition of a non-enclosed front entryway to an existing structure, after notice and public hearing as provided for in Section 16-5-3, and upon a determination that such exception shall not cause adverse impact on surrounding properties and that the following conditions are met:</td>
</tr>
<tr>
<td></td>
<td>a) The existing structure was legally constructed and the structure meets the required front yard setbacks; and</td>
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<td></td>
<td>b) The proposed entryway addition is no larger than 75 sq. ft., and protrudes into the required setback by no more than 6 feet; and</td>
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<td>c) The proposed entryway addition will be architecturally attached to and be constructed of the same materials as the primary residence; and</td>
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<td>d) The exception is necessary to allow for the entryway improvement to be made.</td>
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<tr>
<td>Side Setback:</td>
<td>15 feet; except that the Board of Zoning Appeals shall have the power to grant an exception to the required Side Setback for additions to existing structures, after notice and public hearing as provided for in Section 16-5-3, and upon a determination that such exception shall not cause adverse impact on surrounding properties and that the following conditions are met:</td>
</tr>
<tr>
<td></td>
<td>a) The existing structure was legally constructed with a Side Setback of less than 15 feet; and</td>
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<td></td>
<td>b) In no case shall the existing structure and any proposed addition be any closer than 10 feet to the property line; and</td>
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<td>c) The proposed addition will be continuous and consistent with the existing side build line of the existing structure; and</td>
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<tr>
<th>Requirement</th>
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</tr>
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<tbody>
<tr>
<td>Corner Lot Side Setback:</td>
<td>30 feet</td>
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<tr>
<td>Rear Setback:</td>
<td>For lots that have a depth of 150 feet or less, 30 feet. For lots that have a depth of more than 150 feet, the rear yard setback shall be calculated using the following formula: 70% x (Lot depth-150) + 30. If the dwelling has a front setback greater than the front setback required per these bulk regulations or the requirements contained in Section 16-2-4.5 of this Ordinance, then the rear setback shall be reduced by an amount equal to the difference between the actual front setback and the required minimum front setback; provided in no circumstance shall the rear setback be less than 30 feet.</td>
</tr>
<tr>
<td>Irregular Lot Rear Setbacks:</td>
<td>On lots, with an irregular rear property line, with a primary structure placed at approximately a 45 degree angle toward the street or lots of other than generally rectangular shape, the rear yard setback shall have an average distance of 30 feet. This setback shall be determined by extending the sidewalks of the structure to the rear property line and calculating the square footage within the area between the rear walls, the side extensions and the rear property line(s). This figure will then be divided by the distance between the extended sidewalk lines. This will give the average depth of the area enclosed and this must be equal to or greater than 30 feet. In no case shall the structure be located less than 15 feet from any property line.</td>
</tr>
<tr>
<td>Lot Area; existing lots:</td>
<td>15,000 square feet per dwelling</td>
</tr>
<tr>
<td>Lot Area; new lots:*</td>
<td>The greater of 15,000 sq. ft. or the average (up to a maximum of 1 acre) of all lot sizes within 300 feet of any lot line. For the purposes of this calculation, only lots within the municipal boundary of the City of Leawood shall be included.</td>
</tr>
<tr>
<td>Lot Frontage:</td>
<td>100 feet</td>
</tr>
<tr>
<td>Minimum Lot Width:</td>
<td>100 feet as measured at the front setback</td>
</tr>
<tr>
<td>Height Limit:</td>
<td>35 feet as measured at grade at the front door, unless one of the restrictions or exceptions outlined in Subsection E below should apply.</td>
</tr>
</tbody>
</table>
| Maximum Square Footage            | The maximum square footage allowed for any single family residential structure shall be determined by the following formula: 

\[
\text{Maximum Square Footage} = \left( \frac{0.23 \times \text{Base Lot Area} \times \text{(Lot Width/Minimum Lot Width)} \times \text{(Lot Depth/Base Lot Depth)}}{\text{+Garage Allowance}} \right)
\]

Open Space: 30% of lot area

*Lots created after the effective date of this Ordinance.

E) Restrictions on Height. The maximum height of a dwelling shall be further limited as follows:
1) Additional Restrictions.

a. Rebuilt or Remodeled Dwellings other than those situated between two Two-Story Dwellings: The maximum height of the exterior wall at the side-yard setback shall not exceed 23 feet in height as measured from the front door elevation; provided, that for each additional foot of setback, one additional foot of height may be added up to thirty feet. Provided, that the total height of the dwelling shall not exceed 30 feet as measured at grade at the front door.

b. Rebuilt or Remodeled Dwellings situated between two Two-Story Dwellings: If the Rebuilt or Remodeled dwelling has two story dwellings on either side, then the maximum height of the exterior wall adjacent at the side-yard setback shall not exceed 23 feet in height as measured from the front door elevation; provided, that for each additional foot of setback, one additional foot of height may be added, provided, the subject dwelling shall not be greater than the taller of the two adjacent dwellings. If one of the adjacent dwelling received an adjustment in height as provided in Subsection F below, then such adjustment shall be subtracted from the height of the adjacent dwelling for purposes of determining the allowed height for the subject dwelling.

c. If the Rebuilt or Remodeled dwelling is situated on a corner lot, then the above guidelines shall apply using the dwellings on the two nearest abutting lots on either side of the subject dwelling to determine the height limit. See Figure A below.

2) Rebuilt or Remodeled Dwelling Height Limit Modified. In all cases, however, a rebuilt or remodeled dwelling may be built to the dimensions of the previous dwelling existing prior to the demolition or destruction. In addition, an increase in height may be granted at a rate of 1 foot for every 1 foot in side yard setback provided above the minimum side yard setback required, up to a maximum of 3 feet.

F) Board of Zoning Appeals Authorized to Grant Exceptions. The Board of Zoning Appeals shall have the power to grant an exception to the above stated height and bulk restrictions for, rebuilt or remodeled dwellings, after notice and public hearing as provided for in Section 16-5-3, and upon a determination that such exception shall not cause adverse impact on surrounding properties, and that the following conditions are met:

1) Exception for Height Limit:

a. The additional height allowed shall not be more than 2 feet for a maximum height of 37 feet for instances where the 35 foot height limit applies and 32 feet for instances where the 30 foot height limit applies; and

b. The dwelling has not already received the height increase allowed in Subsection E above for additional side yard setback provided; and

c. The grade of the subject lot is such that applying the height limit restrictions contained in Subsection E above would cause a hardship on the applicant in light of the proposed design of the applicant's dwelling and the design of the neighboring dwellings; and

d. The proposed height of the, rebuilt or remodeled dwelling shall reflect the character of the other surrounding dwellings in the neighborhood.

2) Exception for Maximum Square Footage:

a. The additional square footage allowed shall not be more than 20 percent of the maximum square footage allowed pursuant to this Ordinance; and

b. The proposed size of the rebuilt or remodeled dwelling shall reflect the character of the other surrounding dwellings in the neighborhood.
G) Grade Change. The natural grade of the lot on which the, rebuilt or remodeled dwelling is to be placed shall not be vertically altered by more than 1 foot, unless the alteration is to provide compliance with storm and waste water regulations or guidelines. Provided, such alteration to the natural grade of the lot of more than 1 foot shall not exceed the most stringent grading standard that will provide compliance with the City's storm and waste water regulations, and any such alteration shall first be approved in writing by the City Engineer.

H) Sewage Disposal: Connection to a sanitary sewer system is required.

Figure A

Figure B:

(Ord. 2475, 12-20-10)
(Ord. 2478, 12-20-10)
(Ord. 2869, 11-28-17)
SECTION THREE: This ordinance shall be construed as follows:

A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

B. Savings Clause. The repeal of Ordinance sections, as provided herein below shall not affect any rights acquired, fees, fines, penalties, forfeitures or liabilities incurred there under, or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fees, fines, penalties, forfeitures, liabilities and actions therefore.

C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Code or other Ordinances.

SECTION FOUR: Existing Leawood Development Ordinance Section 16-2-5.3 and other in conflict herewith are hereby repealed.

SECTION FIVE: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 19th day of November, 2018.

APPROVED by the Mayor this 19th day of November, 2018.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

Andrew K. Hall, Assistant City Attorney
City of Leawood
Planning Commission Meeting
October 23, 2018
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

CALL TO ORDER/ROLL CALL: Hunter, Belzer, Pateidl, Elkins, Strauss, Coleman, Block, and Stevens. Absent: Hoyt,

APPROVAL OF THE AGENDA

Chairman Elkins: If staff has no revisions or additions, I would entertain a motion.

A motion to approve the agenda was made by Strauss; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

APPROVAL OF MINUTES: Approval of the minutes from the September 25, 2018 Planning Commission meeting.

Comm. Coleman: On Page 1, it refers to Chairman Elkins instead of Pateidl on two different lines.

A motion to approve the revised minutes from the September 25, 2018 Planning Commission meeting was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

CONSENT AGENDA:
Chairman Elkins: Is there anyone who wishes to hear an in-depth presentation of Case 118-18? If not, I would entertain a motion.

CASE 118-18 – NALL VALLEY SHOPS – BURG & BARREL PATIO – Request for approval of a Final Plan, located north of 151st Street and east of Nall Avenue.

A motion to approve the Consent Agenda was made by Stevens; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

NEW BUSINESS:
As no one was present to speak, a motion to close the Public Hearing was made by Pateidl; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

Chairman Elkins: That takes us to a further discussion of Case 116-18. Comments by the commission?

Comm. Belzer: I really like this proposal, especially with the added pedestrian areas and connections to Hallbrook Place One and Two. I also like the elevation. We watch fireworks from this space every 4th of July. Having it higher up makes it even better. I don't know if you've ever been around that area on the 4th of July, but it's a very heavily attended spot.

Comm. Coleman: I agree with Commissioner Belzer. It's a great project. It looks fabulous. Hallbrook is one of the crown jewels of Leawood, both residential and office space. It is definitely a proud addition to Leawood and to the tax rolls as well.

Chairman Elkins: I would concur with that. Other comments?

A motion to recommend approval of CASE 116-18 — THREE HALLBROOK PLACE — Request for approval of a Preliminary Plan and Preliminary Plat, located south of College Boulevard and west of State Line Road with the following modifications: remove Stipulation Nos 9 and 11 and modify No. 23 to read, "...1-22" — was made by Coleman; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

CASE 113-18 — LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-2-5.3, R-1 (PLANNED SINGLE-FAMILY LOW-DENSITY RESIDENTIAL DISTRICT) (15,000 SQ. FEET PER DWELLING) — Request for approval of an amendment to the Leawood Development Ordinance, pertaining to exceptions to the side yard setbacks. PUBLIC HEARING

Staff Presentation:
Assistant Director Mark Klein made the following presentation:

Mr. Klein: This is Case 113-18 — Leawood Development Ordinance Amendment to Section 16-2-5.3, R-1 (Planned Single-Family Low-Density Residential District) with regard to deviations to setbacks. At one point, zoning regulations did not have a 15’ side yard setback requirement; it was much less than that. Many buildings are located there that do not meet this setback. As part of relief to that, the LDO allowed the Board of Zoning Appeals (BZA) to grant exceptions as opposed to variances. The difference is that a variance has a much higher standard with five factors that are difficult to meet, including a unique quality of the property and hardship that cannot be caused by the applicant. In recognition of that, an exception was allowed so the BZA could determine if they felt that it had a negative impact on the adjacent property owners. Currently, there
are side yard exceptions allows for those houses that do not meet the 15’ setback for the additions they are putting on; however, there are some things that are located within those conditions that make it difficult. I would like to go through that. Currently, the requirements for a side yard exception within the R-1 zoning district indicate that the existing structure was legally constructed with a side setback of less than 15’. Additionally, in no case shall the existing structure and any proposed addition be located any closer than 10’ to the property line. The proposed addition will be continuous and consistent with the existing side build line of the existing structure. The proposed addition shall not cause further encroachment than that of the existing structure. Part of the problem the BZA is running into is that many of those buildings are closer than 10’.

We would like to propose to have the BZA still consider each case, but if the house was closer than the 10’, they would still have the ability to apply for an exception rather than a variance, which is almost impossible to get. There are two elements they would like to remove from these stipulations. One is that the existing structure was legally constructed with the side setback of less than 15’, and in no case shall the existing structure of any proposed addition be any closer than 10’. By removing these, it allows houses that are closer than 10’ to still be eligible for that deviation. The second change is that the current requirement is that the proposed addition be continuous and consistent with the existing side build lines of the existing structure. That means that wherever the addition is, the line of the existing house would continue. An addition could encroach less than the current structure that would not be contiguous with the building line. We would like to remove that one as well. Again, the BZA would still hear these cases; however, it would allow more flexibility for them. Staff is recommending approval, and I would be happy to answer any questions.

**Chairman Elkins:** Is the practical effect of this that we are lowering the bar that an applicant has to show in order to achieve the same results?

**Mr. Klein:** We are lowering the bar but still requiring that the review be done.

**Chairman Elkins:** The standard to grant the requested action by the BZA is being lowered, essentially making it easier for an applicant to qualify.

**Mr. Klein:** It makes it easier for an applicant to qualify.

**Comm. Patei:** I just want to be very clear that anything to do with respect to this particular provision does not apply to teardown and rebuild as far as setbacks are concerned for new structures.

**Mr. Klein:** This is meant for additions to existing structures as opposed to razing and starting from scratch, yes.

**Comm. Strauss:** If there is an existing house that has a 17’ setback and then they add an addition that drops it below the 15’, so it didn’t start out lower than 15’. Does that also fall within this new guideline?
Mr. Klein: That would not be the case because the first one would be kept where the existing structure was legally constructed with the side setback of less than 15’.

Comm. Strauss: That’s what I wanted to clarify.

Chairman Elkins: Other questions? If not, a Public Hearing is required.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Pateidl; seconded by Strauss. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

Chairman Elkins: That takes us to discussion of the proposed amendment. Any additional comments?

Comm. Strauss: Mark, how is what we’re voting on here different than what we’re talking about for the next case? Oh, there is no next case.

A motion to recommend approval of CASE 113-18 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-2-5.3, R-1 (PLANNED SINGLE-FAMILY LOW-DENSITY RESIDENTIAL DISTRICT) (15,000 SQ. FEET PER DWELLING) – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to exceptions to the side yard setbacks – was made by Strauss; seconded by Stevens. Motion carried with a unanimous vote of 7-0. For: Hunter, Belzer, Pateidl, Strauss, Coleman, Block, and Stevens.

Chairman Elkins: Before we adjourn the meeting, I want to give my thanks to all the commissioners as well as staff. We worked hard this evening, but I think we achieved a positive result in the cases considered. Sometimes, we have meetings that last 20 minutes; sometimes, we have meetings that last 3 ½ hours. I very much appreciate the work you all went to. Some of the commissioners have recommended that we try to anticipate some of the challenges we have with respect to stipulations. I have spoken to Mr. Coleman about that. In some cases, staff doesn’t have any advance notice and we have to deal with that, but in some cases, they are aware that there is a dispute and will try to incorporate that into the package going forward.

MEETING ADJOURNED
Memo

To: Mayor Peggy Dunn and City Council Members

From: Scott Lambers, City Administrator
Dawn Long, Finance Director

Date: November 19, 2018

Re: Expenditure Listing — i.e. Appropriations

Please approve this ordinance allowing for the 2019 budgeted expenditures. This ordinance will serve as your approval to release budgeted payments as soon as checks are processed. We have been following this practice since 2005 and it seems to be working well. The Governing Body will continue to receive a hard copy of the check register and questions are always welcomed.

If you have any questions, please feel free to contact either Dawn or myself.
ORDINANCE NO. __________________  

ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET FOR FISCAL YEAR 2019, PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS

WHEREAS, on August 6, 2018 the Governing Body passed Resolution No. 4982 adopting the City budget for fiscal year 2019; and

WHEREAS, the Governing Body deems it advisable to authorize the payment of claims from the budget on a continuing basis in order to benefit from discounts for early payment; to avoid the assessment of penalties for late payment; and to promote administrative efficiency and convenience.

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

SECTION ONE: Effective January 1, 2019, there is hereby appropriated the amount set up in each fund of the budget for fiscal year 2019 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination of checks and warrants, drawn by the Chief Financial Officer and countersigned by the Mayor and the City Clerk, or by any other means, provided by law; provided, however, that such officers, prior to paying any claim, shall audit and approve such claim as correct, due and unpaid; and such officers shall at all times comply with the provisions of the Budget Law and the Cash Basis Law of the State of Kansas.

SECTION TWO: That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2019 is hereby authorized, ratified and approved.

SECTION THREE: That the City Clerk is hereby directed to publish this ordinance once in the official City paper.

SECTION FOUR: This ordinance shall become effective January 1, 2019.

PASSED by the Governing Body this 19th day of November, 2018.

APPROVED by the Mayor this 19th day of November, 2018.
[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney