CITY OF LEAWOOD
GOVERNING BODY
MEETING AGENDA
Monday, March 4, 2019
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:30 P.M.

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

6. SPECIAL BUSINESS
Resolution approving and authorizing the Mayor to execute an Amended Independent Contractor Agreement, between the City and Arbor Masters Tree & Landscape, for an amount not to exceed $90,000.00, for storm debris removal, related to the January, 2019, winter storm [Project # 74102]

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. 2019-7 and 2019-8
B. Accept minutes of the February 18, 2019 Governing Body meeting
C. Accept minutes of the February 18, 2019 Governing Body Work Session
D. Accept minutes of the December 11, 2018 Parks & Recreation Advisory Board meeting

If you require any accommodation (i.e. qualified interpreter, hearing assistance, etc.) in order to attend this meeting, please notify this office at 913.339.6700 or at www.leawood.org no later than 96 hours prior to the scheduled commencement of the meeting.
E. Approve renewal of Retail Liquor License for Nall Valley Wine & Spirits, located at 5308 W. 151st Street
F. Approve renewal of Cereal Malt Beverage [CMB] License for Blade & Timber, located at 5203 W. 117th Street
G. Approve new Cereal Malt Beverage [CMB] License for CVS/Pharmacy #8237, located at 5001 W. 135th Street
H. Approve new Cereal Malt Beverage [CMB] License for CVS/Pharmacy #8588, located at 11729 Roe Avenue
I. Approve 2019 Governing Body Goals & Objectives
J. Approve Mayoral Appointment of JoLynn Hobbs to Park & Recreation Advisory Board to fill unexpired term of member Steven McGurren to 2021
K. Approve purchase in the amount of $26,375.00 to Wise Safety & Environmental for the replacement of 25 Self-Contained Breathing Apparatus [SCBA] Air Bottles
L. Resolution calling for a Public Hearing to be held on April 1, 2019, at 7:30 P.M., or as soon thereafter as may be heard to consider the vacation of a right-of-way located at 135th Street & Kenneth Road, within the City of Leawood, Johnson County, Kansas, and repealing Resolution No. 5112 [Requestor: Vic Regnier Builders, Inc.]
M. Resolution calling for a Pre-Budget Public Hearing to be heard on Monday, April 1, 2019, at 7:30 P.M., or as soon thereafter as may be heard on the 2020 Fiscal Budget for the City of Leawood, Kansas
N. Resolution revising the 2019 Fee Schedule, not specifically provided for in the Code of the City of Leawood, 2000, specifically adding Special Corporate Package Annual Pass Program, at Ironhorse Golf Course, located at 15400 Mission Road, and revising Resolution No. 5061, in accordance with § 1-701 of the Code of the City of Leawood, 2000
O. Resolution approving and authorizing the Mayor to execute a Facility Usage Agreement between the City and Southern Platte Fire Protection District, pertaining to live fire training and usage of the Southern Platte Fire Protection District Training Center, located at 8795 NW ‘N’ Highway, Kansas City, MO, for a 5-year period
P. Resolution approving and authorizing the Mayor to execute a Facility Use Agreement between the City of Leawood and the City of Overland Park, for the use of Overland Park Fire Department Facilities, equipment and buildings, pertaining to fire training exercises, for a 5-year period
Q. Resolution approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City and WaterOne, pertaining to the 143rd Street Improvement Project between Windsor and Overbrook Road [Project # 80129]
R. Resolution approving and authorizing the Mayor to execute an Inter-local Agreement and Letter of Understanding by and between the City of Leawood and the cities of Fairway, Merriam, Mission, Prairie Village, Roeland Park, and the Johnson County Parks and Recreation District, pertaining to the SuperPass Program at the Leawood Aquatic Center, located at 10601 Lee Boulevard
S. Declaration of Surplus Property: 50 Digital Ally body cameras; and 23 Panasonic in-car cameras

8. MAYOR’S REPORT

9. COUNCILMEMBERS’ REPORT

The next regular meeting of the Leawood Governing Body will be
Monday, March 18, 2019
10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

13. OLD BUSINESS

14. OTHER BUSINESS

15. NEW BUSINESS

A. Ordinance granting to Level 3 Telecom of Kansas City [f/k/a tw telecom of Kansas City LLC] a Contract Franchise to construct, operate, and maintain a Telecommunications System in the City of Leawood, Kansas [ROLL CALL VOTE]

B. Resolution accepting a Petition for the Creation of a Community Improvement District [CID] for the Ranch Mart North Shopping Center; and calling for a Public Hearing on the advisability of creating a Community Improvement District [CID] in the City of Leawood, Kansas, and the financing of certain improvements therein

C. Direct staff to commence work on a Redevelopment Agreement with Ranch Mart North Developers so that the Redevelopment Agreement can be considered at the same time as the CID. Staff should include in that Redevelopment Agreement a deviation from the City’s Policy so that costs incurred after February 18, 2019, for improvements for Price Chopper and the Meat Mitch Restaurant may be included as certified but non-CID reimbursable project costs for purposes of the Redevelopment Agreement

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

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

Zoning Ordinances and other Planning Commission Recommendations:
- Passage of Ordinances Subject to Protest Petition: ¾ majority of members of Governing Body [7]
- Approving Planning Commission Recommendation: Majority of the members-elect of the City Council [5]
- Remanding to Planning Commission: Majority of the members-elect of the City Council [5]
- Approving, Overriding, Amending or Revising Recommendation after Remand: Majority of the members-elect of the City Council [5]
- Overridding, 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.

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<tr>
<td>April 9</td>
<td>6:00 P.M.</td>
<td>Discuss Future Housing Options for City of Leawood; Joint Meeting with Governing Body / Planning Commission / Leawood Chamber of Commerce Executive Board &amp; Executive Economic Development Council</td>
<td>Vista 154</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>
<td>Main Conf. Room</td>
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<td>June 10</td>
<td>5:30 P.M.</td>
<td>Budget &amp; Finance Committee Work Session</td>
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<tr>
<td>June 11</td>
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<td>Budget &amp; Finance Committee Work Session (tentative)</td>
<td>Main Conf. Room</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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The next regular meeting of the Leawood Governing Body will be
Monday, March 18, 2019
Staff Review
Fact Sheet

SUBJECT: REQUEST TO APPROVE AMENDED INDEPENDENT CONTRACTOR AGREEMENT WITH ARBOR MASTERS FOR THE CURB SIDE TREE LIMB PICKUP AS A RESULT OF THE JANUARY 11th & 12th SNOW STORM
March 4, 2019

DISCUSSION
Staff is requesting approval of an Amendment with Arbor Masters to provide continuing curbside pickup of tree limbs from the January 11th and 12th snow storm.

The original contracts were approved in the amount of $7,500.00 to both ArborMasters and VanBooven by the City Administrator. The governing body approved two Amended Independent Contractor Agreements in the amount of $30,000 to each company.

Staff is requesting ArborMasters contract to be increased by $60,000 for an amount not to exceed $90,000.00.

Curbside pickup began on January 22, 2019. The contractors are paid an hourly rate for their grapple truck and operator. City staff provides ground personnel, trucks and pays the disposal fees.

As of February 25 the contractors have cleared 64 miles of residential streets. With approval of this Amended Agreement the contractors will be able to complete debris pickup from the north City Limits to 133rd Street. Parks and Public Works will continue to pickup debris south of 137th Street.

It is a recommendation of the Public Works Department that the Governing Body approve the Amended Independent Contractor Agreement and authorize the Mayor to execute same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Approve Amended Independent Contractor Agreement for debris pickup

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$60,000

FUND SOURCES
11110.33110.612000
Public Works General Operating Budget
Administrative Services-Professional
Services fund

Project #74102
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY AND ARBORMASTERS TREE & LANDSCAPE, FOR A TOTAL AMOUNT NOT TO EXCEED $90,000.00, FOR STORM DEBRIS REMOVAL, RELATED TO THE JANUARY, 2019, WINTER STORM [Project # 74102]

WHEREAS, the City entered into an Amended Independent Agreement with Arbormasters Tree & Landscape for a total amount not to exceed $30,000.00 on February 18, 2019, pertaining to storm debris removal from the January winter storm;

WHEREAS, it has been determined that the amount should be increased by $60,000.00 to a total maximum amount not to exceed $90,000.00;

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

SECTION ONE: That the Governing Body hereby approves and authorizes the Mayor to execute the Amended Independent Contractor Agreement between the City and Arbormasters Tree & Landscape, in a total amount not to exceed $90,000.00, 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 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

[SEAL]  

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Arbor Masters Tree & Landscape ("Independent Contractor"), dated ____________________________.

The Independent Contractor is a (n):

___ Individual
___ Sole proprietorship
___ Partnership
X Corporation

The Independent Contractor is located at:

Address: 8250 Cole Parkway
City/State/ZIP: Shawnee Mission, Ks. 66227
Cell Phone: 913) 441-8888
Email: mcantrell@arbormasters.com

The Independent Contractor's Social Security or Employer Identification Number is:

48-083392-8 or ON FILE

The City and the Independent Contractor entered into an Amended Independent Contractor Agreement on or about January 22, 2019 for an amount not to exceed $15,000.00. The parties then entered into an amended agreement dated February 18, 2019 for a total amount not to exceed $30,000.00. The parties now desire to increase the amount by an additional amount of $60,000 to a total not to exceed amount of $90,000 with all other provisions remaining the same.

Therefore, the parties agree as follows:

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:
A. Work to Be Performed
City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:
*Provide curbside pickup of limbs within the Leawood City limits as directed by City Staff. Work shall include providing Grapple truck, picking up limbs at curbside, hauling, dumping, fees, fuel & labor as listed on attached “Exhibit A”.*

B. Term of Agreement
The services called for under this Agreement shall commence on **January 22, 2019**, and shall be concluded on or before __________, 2019. All work will be coordinated with City Representative Bill Billings, Superintendent of Public Works or designee only at times approved by the City.

C. Terms of Payment
City shall pay the Independent Contractor the following amounts, according to the following terms and conditions:

The City shall pay Independent Contractor, an amount not to exceed $90,000.00.

City agrees to remit such payment to Independent Contractor within 30 days of receipt of invoice.

☐ Check if tax exemption is requested. Tax exemption is applicable in State of Kansas for goods only on this project.

D. Reimbursement of Expenses
City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

E. Federal, State, and Local Payroll Taxes
Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

F. Responsibility for Workers' Compensation and other Insurance
The City will not obtain workers’ compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover
general liability, personal injury and property damage in the following types and amounts as approved by City:

Independent 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 a Best’s Policyholder rating of A-:VII or better or is otherwise approved by the City. The Independent Contractor is required to carry insurance while performing the proposed work for the City. The Independent Contractor will furnish a Certificate of Insurance to the City as part of their proposal.

All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. The Independent Contractor shall name the City as an additional insured in the amount of $500,000 for all claims determined to be subject to the Kansas Tort Claims Act. The Contractor shall name the City as an additional insured for all other claims set forth below:

1. **Commercial 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. **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

   Umbrella policy may be used to meet coverage limits.

3. **Workers Compensation (includes “all states” insurance)**
   (a) Workers Compensation ........................................ Statutory
   (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

4. **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.

5. Notice of Claim Reduction of Policy Limits
The Contractor, upon receipt of notice of any claim in connection with the Proposal, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate in excess of $100,000.00, whether or not such impairment came about as a result of this Contract.

G. Termination of Agreement
City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

H. Independent Contractor Status
The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

I. Equal Opportunity
Independent Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Independent Contractor shall include the phrase, "equal opportunity employer"; if Independent Contractor fails to comply with the manner in which Independent Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Independent 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 Independent 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, Independent 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 Independent 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.
J. Assignability

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

K. Choice of Law

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

L. Agreement

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

M. Title to Works, Trademarks, and Inventions Produced.

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

N. Hold Harmless

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

O. Lien Waivers

The Independent Contractor will provide the City with a list of any subcontractors or others performing work on this project and the Independent Contractor will not use any other subcontractors or others on the project. The Independent Contractor will provide a lien waiver from any such subcontractor. Such waivers will hold the City free from any liens for work or materials and must be received by the city prior to final payment to the Independent Contractor.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City of Leawood:

By: __________________________
Peggy J. Dunn, Mayor

ATTEST:
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney
INDEPENDENT CONTRACTOR

Arbor Masters Tree & Landscape

By: ________________________________

Title: ______________________________

Address: 8250 Cole Parkway
          Shawnee, Ks. 66227

Email: ______________________________

Date: ______________________________
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200 checks in this report.

Grand Total All Checks: 568,135.81
Minutes

DVD No. 435

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, February 18, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: None

Staff Present: Scott Lambers, City Administrator
Patty Bennett, City Attorney
Chris Claxton, Parks & Recreation Director
Nic Sanders, Human Resource Director
Ross Kurz, Information Services Director
Sergeant Troy Osborn, Police Department
Mark Tepesch, Info. Services Specialist III

Dawn Long, Finance Director
David Ley, Public Works Director
Chief Troy Rettig, Police Department
Chief Dave Williams, Fire Department
April Bishop, Cultural Arts Coordinator
Debra Harper, City Clerk
Cindy Jacobus, Assistant City Clerk

Others Present: Kevin Jeffries, President, Chief Executive Officer and Director of Economic Development, Leawood Chamber of Commerce
Anne Blessing, Arts in Public Places Initiative Chair, Arts Council Committee

1. PLEDGE OF ALLEGIANCE – Led by William Morgan, First Class Scout from Troop 522.

2. APPROVAL OF AGENDA

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

3. CITIZEN COMMENTS

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. It is not appropriate to use profanity or comment on pending litigation, municipal court matters or personnel issues. Comments about items that appear on the action agenda will be taken as each item is considered. CITIZENS ARE REQUESTED TO KEEP THEIR COMMENTS UNDER 5 MINUTES.

Mayor Dunn confirmed the citizen signed in wished to speak on network transmission services New Business agenda items, and would be called upon when those items were discussed.
4. **PROCLAMATIONS** – None

5. **PRESENTATIONS/RECOGNITIONS**  Presentation of AAA Award to Police Department to Recognize Community Traffic Safety Efforts

Police Chief Rettig introduced Mr. Bob Hamilton, Law Enforcement Liaison from the Kansas Department of Transportation.

Mr. Hamilton stated he covers the northeast as one of four Law Enforcement Liaisons with the Kansas Department of Transportation. He was honored to present the Platinum Award, the highest possible, for the sixth consecutive year to the Leawood Police Department. Being retired from law enforcement, he knows what law enforcement goes through on a daily basis. Many officers are being hit by cars or shot in the line of duty. Some people do not realize the situations encountered by law enforcement, thinking they only eat donuts, drink coffee and write tickets. In the recent Chicago shooting, employees were running out of the business while Police were running in. They never know if they will see their family at the end of a shift.

Liaisons work with AAA Insurance to evaluate law enforcement agencies and determine Traffic Safety Award recipients. The Leawood Police Department was recognized for its employee policy of requiring seat belts to be worn, safety helmet and child passenger safety programs, eight-week Citizen Police Academy, supplying instructors to regional training to identify impaired drivers, accident and major crash scene reconstruction, and working with Public Works to install audible crosswalk signals, Americans with Disabilities ramps, two-lane bike trails and two radar speed signs.

Mr. Hamilton thanked the Council for their support of the Police Department and presented the 2018 award to Chief Rettig, which was followed by a round of applause. Mayor Dunn thanked Mr. Hamilton for his attendance, noting during his presentation last year there had been horrific storms and expressing gladness the Council meeting was not meeting tomorrow night due to snow and ice forecast. She stated the Council and citizens know the value, quality and how hard the Police work. Chief Rettig agreed with Mayor Dunn and introduced Traffic Unit Sgt. Troy Osborn, who was in charge of the application and did an excellent job. Chief Rettig recognized the application assistance provided by the Fire, Public Works and Parks & Recreation Departments, as well as the Council for supporting procurement of equipment such as the radar trailers. Mayor Dunn thanked Chief Rettig for sharing compliments with other departments.

6. **SPECIAL BUSINESS**

   A. **Resolution No. 5125**, reaffirming the City Administrator’s decision to authorize an Amended Independent Contractor Agreement between the City and Van Booven Tree Care, for an amount not to exceed $30,000.00, for storm debris removal, related to the January, 2019, winter snow storm [Project # 74102]

Mr. Ley estimated clean-up was about 25% complete and he displayed a map, current through last week, depicting complete streets in green and areas in progress in red. Pick-up continued today, but because of snow events, in four weeks there had only been 11 days of pick-up. It is hoped all pick-up will be complete in six weeks if weather cooperates. The addition of a fourth truck is hoped for later this week or early next week, and that truck would start at 135th Street and move north. Most debris is north of 135th Street. Mayor Dunn stated the reasons for delay are understandable and this is a wonderful service offering for residents.
Councilmember Azeltine stated other First Class cities are not providing debris pick-up and Leawood had underestimated the scope of the work. Mr. Lambers stated he was responsible for the estimate. Councilmember Azeltine stated he hoped lessons were learned.

Mr. Ley confirmed to Councilmember Harrison the total cost for both contractors was $60,000, $30,000 each.

Councilmember Cain pointed out that Olathe and Prairie Village, both First Class Cities, had provided curb debris pick-up, while Overland Park had drop-off locations only. She asked if the City had considered drop-off locations for residents with a small amount of debris, and if debris was being removed from Home Owners Association [HOA] property. Mr. Ley stated drop-off had been discussed with Parks & Recreation, but no large parking lot were available. Having both pick-up and drop-off might be an option in the future. At this time, if debris is located on HOA property adjacent to residential, the City will pick-up. There is no pick-up from commercial property. Mr. Lambers stated with drop-off sites, there is no control over the type of debris and its origin. For example, if Overland Park does not pick-up, Leawood drop-off sites may see an increase in out-of-city contributions.

Mr. Ley confirmed to Councilmember Azeltine the map is updated every few days.

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

B. **Resolution No. 5126**, reaffirming the City Administrator’s decision to authorize an Amended Independent Contractor Agreement between the City and Arbor Masters Tree & Landscape, for an amount not to exceed $30,000.00, for storm debris removal, related to the January, 2019, winter snow storm [Project # 74102]

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

B. **Ordinance No. 2926C**, amending § 1-203 of the Code of the City of Leawood, Kansas, 2000, entitled, ‘Meetings; Special Meetings’ and repealing existing § 1-203 and other sections in conflict herewith [ROLL CALL VOTE]

Mr. Lambers reminded recommendation for revision of meeting start time had been brought forth at the February 4, 2019 Governing Body meeting by Councilmember Rawlings. Per discussion that night there was support to provide flexibility in start time from 7:30 P.M. to 7:00 P.M. on meeting nights when there is no Work Session. A plan to disseminate meeting start times is provided. Hopefully, this will work and be beneficial. If not, meeting start time can revert back.
Councilmember Azeltine stated he had not been present at the February 4, 2019 Governing Body meeting, but as documented in the meeting minutes his comment about the potential for start time confusion had been shared at the meeting by Mayor Dunn. He stated last year about 33% of Council meetings were preceded by a Work Session, in 2016 about 50%, in 2015 slightly more than 50% and in 2014 about 79%. He appreciates the intent which may get attendees home 30 minutes earlier, but questioned if any other cities and organizations had variable meeting start times, and if doing so would hamper public engagement. We want participation in City government. He would be agreeable to an earlier start time for Work Sessions, but understands this would not be an option for the Mayor. The City’s website has a list of all meeting dates and this will need to change based on circumstances. He supports being consistent, whether starting at 7:00 P.M. or 7:30 P.M.

A motion to approve Agenda Item 6.C. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a roll call vote of 7-1; Nay vote from Councilmember Azeltine for reasons stated.

Mayor Dunn pointed out the effective date would be May 1 and the next Work Session would be in August, based on current schedule. Mr. Lambers pointed out further discussion of 96th and Lee Boulevard redevelopment may be on the horizon, but a Work Session on that topic is not scheduled at this time.

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. 2019-5 and 2019-6
B. Accept minutes of the February 4, 2019 Governing Body meeting
C. Accept minutes of the February 4, 2019 Governing Body Work Session
D. Accept minutes of the November 28, 2018 Stormwater Management Committee meeting
E. Accept minutes of the January 7, 2019 I-Lan Sister City Committee minutes
F. Approve Mayoral Appointments of Council Liaisons and Volunteers for Committees, Commissions and Boards [Effective March 1, 2019]
G. Approve renewal of Retail Liquor Store License to Lancaster Liquor, located at 3731 W. 133rd Street
H. Approve purchase in the amount of $37,507.40, from Ka-Comm, for ten [10] police mobile radios
I. Approve purchase in the amount of $13,300.00 from Commercial Turf & Tractor for a Stec dump trailer for the Ironhorse Golf Course
K. Approve Purchase Order in the amount of $325,000.00, to Black & McDonald, pertaining to the 2019 Street Light and Traffic Signal Maintenance
L. Resolution No. 5127, approving and authorizing the Mayor to execute a Cooperative Agreement in the amount of $13,500.00, between the City and Mid-America Regional Council [MARC] for funding operations of Operation Green Light Traffic Control System for a 2-year term
M. **Resolution No. 5128**, accepting a Permanent Storm Sewer Easement from Grantors Brian C. Nelson and Sarah B. Nelson, for property located at 12603 Delmar, pertaining to the Patrician Woods Stormwater Project located at approximately 127th Street and Catalina in Leawood, Johnson County, Kansas [SMAC Project TM-04-006] [Leawood Project # 77018]

N. **Resolution No. 5129**, accepting a Temporary Construction Easement from Grantors Brian C. Nelson and Sarah B. Nelson, for property located at 12603 Delmar, pertaining to the Patrician Woods Stormwater Project located at approximately 127th Street and Catalina in Leawood, Johnson County, Kansas [SMAC Project TM-04-006] [Leawood Project # 77018]

O. **Resolution No. 5130**, approving a Revised Landscape Plan for Market Square, located south of 133rd Street and east of Mission Road. (PC 88-18) *from the January 29, 2019 Planning Commission meeting*

P. Declaration of Surplus Property, 2010 Ford Explorer, last 4 VIN/5681, Asset # 1483; Unit # 406

Q. Police Department Monthly Report

R. Fire Department Monthly Report

S. Municipal Court Monthly Report

Mayor Dunn requested Consent Agenda Item 7.F. be pulled.
Councilmember Cain requested Consent Agenda Items 7.M. and 7.N. be pulled.
Councilmember Sipple requested Consent Agenda Items 7.M. and 7.Q. be pulled

**A motion to approve the remainder of the Consent Agenda was made by Councilmember Larson; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 8-0.**

7.F. Approve Mayoral Appointments of Council Liaisons and Volunteers for Committees, Commissions and Boards [Effective March 1, 2019]

Mayor Dunn asked any volunteer appointees to stand for recognition, noting Arts Council Chair-Elect Anne Blessing was present and a fine example of dedicated volunteers. Mayor Dunn also recognized all Councilmembers, each having four committee appointments as either a liaison or committee member. She expressed deep appreciation and thanks to all volunteers, including former members. Appointments are effective March 1.

**A motion to approve Consent Agenda Item 7.F. was made by Councilmember Cain; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 8-0.**
7.M. **Resolution No. 5128**, accepting a Permanent Storm Sewer Easement from Grantors Brian C. Nelson and Sarah B. Nelson, for property located at 12603 Delmar, pertaining to the Patrician Woods Stormwater Project located at approximately 127th Street and Catalina in Leawood, Johnson County, Kansas [SMAC Project TM-04-006] [Leawood Project # 77018]

Councilmember Sipple recalled at prior meetings there were one or two additional neighbors in the area who had not provided easements required for the project, and he asked for a status update. Mr. Ley stated discussions with Aintree Manor has been ongoing for one and one-half years; they do not want the project through the HOA tract. As a result of discussions between the City and our engineer, the project construction limits have been pulled back slightly so easement through the HOA tract is no longer needed. One residential easement through condemnation is still needed. Construction is planned to start in May and the outstanding easement is needed for work to be done in the last phase, about two months after the project starts.

Councilmember Cain asked for clarification of the revised construction limits. She questioned if the property owners listed in Consent Agenda Items 7.M. and 7.N. would receive compensation while property owners who had dedicated easements would not.

Mr. Ley stated the revised construction limits will have the box culvert tied off before rather than cross HOA property, a decrease of about 160 ft. of box culvert. Water will come out of the channel and pool as it currently does. Engineers are comfortable with the revised design and functionality. Mr. Ley stated payment would be made to the property owners as stated in Agenda Items M. and N. He reminded a plan for easement reimbursement to volunteers based on cost per square foot had been described at a recent Council meeting. Mr. Lambers stated he recommended use of the plan for this project and would bring this to the Governing Body at a future meeting. Mayor Dunn stated the Council had been provided a rough estimate of $30,000 total anticipated reimbursement, but had not voted on approval. Mr. Ley stated another Staff recommendation based on square footage to be paid in reimbursements from the 1/8 Cent Sales Tax for this project would be brought to the Council.

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

7.N. **Resolution No. 5129**, accepting a Temporary Construction Easement from Grantors Brian C. Nelson and Sarah B. Nelson, for property located at 12603 Delmar, pertaining to the Patrician Woods Stormwater Project located at approximately 127th Street and Catalina in Leawood, Johnson County, Kansas [SMAC Project TM-04-006] [Leawood Project # 77018]

A motion to approve Consent Agenda Item 7.N. was made by Councilmember Cain; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 8-0.
7.Q. Police Department Monthly Report

Councilmember Sipple asked for background on the growing number of “Thefts from Vehicles” [16] and “Criminal Damage to Property/Vandalism” [9] in January. Chief Rettig stated a new group of organized criminals move in to fill the void after a group moves on or is apprehended. In one incident, a window was broken, but the rest were from unlocked vehicles all having keys inside. Leawood is not alone. Other Johnson County cities, and in both Kansas and Missouri overall, are experiencing a large increase in these thefts which fluctuate month-to-month. Vandalism to vehicles and residences does not fluctuate as much, but the City was hit hard in January.

Mayor Dunn asked if the Police Department posts items on NextDoor social app. Chief Rettig stated the department is trying to get creative with a slogan to re-emphasize goals and educate residents. Councilmember Larson stated the Lawrence Police Department Twitter feed is very clever. Chief Rettig agreed, stating the Twitter feed of the Lawrence Police Department is nationally known and colorful, garnering a lot of attention. Mayor Dunn pointed out imitation is the sincerest form of flattery and suggested he speak with Ms. Bennett. She expressed appreciation for Chief Rettig’s efforts. Mr. Lambers stated it does not make sense to leave vehicles unlocked with keys inside.

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

8. MAYOR’S REPORT
   A. Many thanks to our Public Works crews for their exceptional efforts during our ongoing snow and ice events this winter.
   B. My thanks to Councilmember Chuck Sipple for standing in for me with photos of new Leawood Chamber members at their luncheon event when I was out of town.
   C. Reminder that the Sustainability Advisory Board will be hosting the annual Home Owners Association Sustainability Summit on Thursday, February 21, beginning at 5:00 P.M. at the Ironwoods Lodge.

Councilmember Sipple stated 90 attendees have registered for the Sustainability Summit, not including Council and City Staff. Weather permitting, about 100 attendees are anticipated.

9. COUNCILMEMBERS’ REPORT – None

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT – None
COMMITTEE RECOMMENDATIONS

12. STORMWATER MANAGEMENT COMMITTEE
[from the January 30, 2019 Stormwater Management Committee]

Councilmember Azeltine, Stormwater Management Committee Chair, stated the committee met on January 30, 2019 to review proposals from five design firms for the second phase of the Waterford Stormwater Project. Public Works has a good system for grading/ranking and there was consensus to recommend George Butler for the Waterford project design. Lamp Rynearson was ranked second and the committee recommends this consultant for the 2020 Corrugated Metal Pipe [CMP] replacement project design.

A motion to award project design of the Phase II Waterford Stormwater Project to George Butler Associates, Inc., was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

A motion to award project design of the 2020 Corrugated Metal Pipe replacement program to Lamp Rynearson was made by Councilmember Azeltine; seconded by Councilmember Larson. The motion was approved with an unanimous vote of 8-0.

Mayor Dunn stated contracts would be brought forth at a future Governing Body meeting.

13. LEAWOOD ARTS COUNCIL/ART IN PUBLIC PLACES INITIATIVE [APPI]
[from the January 22, 2019 Art in Public Places Initiative [APPI]]

A. Recommendation to Accept gift of Public Art Sculpture, entitled, ‘Women of the World,’ from 11350 Property, LLC, by local Artist, Kwan Wu

Ms. Bishop stated the piece was one the City had hoped to own a long time ago and the building owner was unwilling to deed the piece to the City. The piece has fallen into disrepair and the new owner of the building is anxious to deed the piece to the City.

Councilmember Larson stated she had loved the piece and enjoyed viewing it over the years. She would be happy the piece would be part of the City’s collection. Mayor Dunn stated she had met the artist, and he is also glad. Ms. Bishop stated other artwork commission had been discussed with the artist, who is currently in China.

Councilmember Harrison suggested the piece remain at its current location, as part of the Tomahawk Creek Parkway Sculpture Garden. People look for the piece as they come around the bend of the road.

Councilmember Harrison questioned if restoration fees would come from the same fund used for art purchases. Ms. Bishop stated fees for this piece would be somewhat different. When a piece is acquired, 10% is placed into a maintenance fund covering all City art pieces. All City art pieces are maintained annually. This piece has never been maintained and will need to be restored, taking more than an annual maintenance fee. With donation of the art piece, the Art in Public Places Initiative will pay themselves the 10% based on the value of the piece for a maintenance program.
Councilmember Sipple stated he would like the piece placed in a more visible location, perhaps in the middle or on the trail-side of Tomahawk Creek Parkway, out of the trees. He asked if other locations had been considered. Ms. Bishop stated other locations considered were the front circle of the Justice Center and the grid outside the north doors behind the Mayor’s office in City Hall. Landscaping at the current location is a problem as it needs to be cut-back and that may belong to the building.

Councilmember Sipple stated agreement with Ms. Bishop in regard to other locations she described. Mayor Dunn noted the piece has a great deal of symbolism. Councilmember Cain stated the piece should be viewed and enjoyed close-up and since the piece will need to be removed for restoration, this would go hand-in-hand with installation at a new location.

A motion to approve Agenda Item 13.A. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 8-0.

13.B. Recommendation of sculpture refabrication by Cox Air Systems, for an amount not to exceed $17,500.00, for sculpture, ‘The Sentinel,’ by artist Tex Jernigan, currently located at Leawood City Hall, 4800 Town Center Drive

Mayor Dunn pointed out the piece is located in the median in front of City Hall. Mr. Bishop stated the piece was constructed when the artist was a student at the Kansas City Art Institute and the best quality materials were not used due to affordability. The piece is rusting at the joints and requires refabrication. Cost estimates from bidding companies were quite varied and the lowest bid to refabricate with improved materials was from Cox Air Systems. Mayor Dunn asked if a youth hanging from the rods would ruin the piece. Mr. Bishop stated stainless steel would be used and would not rust, but the piece is fragile and not intended for play.

Ms. Bishop confirmed to Councilmember Harrison the piece would be completely remade, not just recoated. The base of black legs may be refinished/recoated, but all of the mild steel arms would be brand new made from a stainless steel.

Councilmember Harrison asked if the City had remade other art pieces. Ms. Bishop stated the City had not, but had repaired and refinished pieces. Mayor Dunn pointed out the piece began as an art-on-loan piece before City purchased.

Ms. Bishop confirmed to Councilmember Cain the piece was on loan for about one and one-half years, installed in 2008. The piece stood for 12 years without damage and it might not have sustained damage if constructed of better materials. Councilmember Cain pointed out the piece was damaged when there was a children’s Pokémon game figure appearing near its location.

Councilmember Harrison stated the City should be good stewards of public money and acquire art pieces of the highest caliber materials to avoid such costs. Ms. Bishop stated the initial purchase price of the piece from a student was miniscule compared to the purchase price of a piece from a renowned artist.
Mr. Lambers questioned if the piece should be relocated since it will be remade, and have vegetation barriers that might prohibit access. He stated that Tomahawk Creek Parkway has enough stainless steel. Ms. Bishop stated a highly visible location on the parkway would increase the possibility of access/damage. She stated the City’s Horticulture/Forest Supervisor, Dustin Branick, wants to re-landscape the median. Mayor Dunn stated the piece is a well-loved focal point, and was amazing to view the perfect starburst of rods when entering the location before damage. She stated Mr. Lambers’ point was valid and Arts in Public Places Initiative should discuss ideas and bring forth to Council.

A motion to recommend $17,500 for re-fabrication by Cox Air Systems, with discussion to follow on possible relocation was made by Councilmember Filla; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 8-0.

Councilmember Sipple offered the possibility of exchanging the locations of the “Women of the World” and “The Sentinel” art pieces.

[from the November 27, 2018 Art in Public Places Initiative [APPI]]

13.C. Recommendation to Accept gift of Public Art Sculpture, entitled, ‘Inspiration,’ from Leawood Resident, William Walker, by Leawood Artist, Rita Blitt; to be located on SE corner of College Boulevard & Tomahawk Creek Parkway

Ms. Bishop displayed a photograph of the piece as it exists today. The piece had been installed at the former Hillcrest Bank, at Hillcrest and Bannister Roads since the late 1980s. Bannister Mall is closed, the bank may not remain and the overall area is now blighted. The piece has not been maintained in a long time. It is an outstanding piece and if someone wanted to save, now is the time. There is rust at the joints and the piece needs to be resurfaced. The piece would be installed at the north end of the sculpture garden on the southeast corner of College Boulevard and Tomahawk Creek Parkway. The artist’s favorite color is yellow, so the piece would be repainted to bright yellow which will stand out in the corner location. Ms. Bishop displayed a rendering of the proposed repainted piece.

Councilmember Larson stated she loved the piece, but was uncomfortable with the bright yellow. She asked if other colors had been considered. Ms. Bishop stated the proposed location is set-back from the road intersection and the bright yellow would help its visibility.

Councilmember Filla pointed out the proposed location with trees would not result in a lovely shadow on a backdrop of glass as shown in the photograph of the piece at its current location. She pointed out the good investment to refurbish the gifted piece for $42,000 and after restoration the piece would appraise at $70,000. Mayor Dunn pointed out installation would be a separate cost. Ms. Bishop stated the artist has offered to pay the 10% fee for maintenance, so the piece could be maintained into the future.

Councilmember Cain shared there is a stunning Blitt light piece at the University of Missouri-Kansas City campus that is a yellow the artist prefers. Selecting yellow was not a random choice, but based on like of a primary color, proposed location and the 39 ft. height of the piece.

Mayor Dunn stated appreciation for the generous gift by a well-known Leawood resident, and she thanked Ms. Bishop and Ms. Blessing.

A motion to approve Agenda Item 13.C. was made by Councilmember Cain; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.
14. PLANNING COMMISSION – None

15. OLD BUSINESS – None

16. OTHER BUSINESS – None

17. NEW BUSINESS
   A. Ordinance No. 2927C, granting to MCIMetro Access Transmission Services, Corp., d/b/a Verizon Access Transmission Services, a contract franchise to construct, operate and maintain a telecommunications system in the City of Leawood, Kansas and prescribing the terms of said contract franchise and repealing Ordinance No. 2879C [ROLL CALL VOTE]

Ms. Melody Allen, Verizon, 10740 Nall, Overland Park, who had signed in to address the Council, deferred to her colleague Mr. Menjash. Dedas. Mr. Dedas stated he worked with wire lines and fiber optics, while Ms. Allen worked with wireless. He stated Verizon received a franchise from the City about one year ago and one of their attorneys noticed there was a difference between the franchise agreement and Kansas State law. He stated agreements with Overland Park, Merriam and Leawood are all similar and contained the same language. Leawood’s Assistant City Attorney Andrew Hall worked with Overland Park’s Senior Assistant City Attorney Steve Horner, as this is Mr. Horner’s area of expertise. Mr. Horner agreed with the deletion regarding gross receipts.

Ms. Bennett stated the City language was not verbatim with State statute and agreed to remove Item 7 in “Gross Receipts” definition. Mayor Dunn stated the deletion is marked in the red-lined draft ordinance, Page 2.

A motion to pass Agenda Item 17.A. was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous roll call vote of 8-0.

17.B. Ordinance No. 2928C, granting to Verizon Wireless [VAW] LLC, a Delaware Limited Liability Company d/b/a Verizon Wireless, a contract franchise to construct, operate and maintain wireless facilities as a wireless service provider in the public right-of-way of the City of Leawood, Kansas [ROLL CALL VOTE]

Ms. Melody Allen stated she had worked with Assistant City Attorney Andrew Hall and City Attorney Ms. Bennett on the attachment and franchise agreements for network equipment in the right-of-way. Verizon used to increase macro-network capacity with towers and monopoles. Verizon will now attach network equipment, antennae and radios, to Leawood or Kansas City Power & Light poles, or perhaps install on Verizon poles, in the right-of-way. Verizon prefers to attach to poles. It is imperative to have capacity due to the increase in the number of wireless devices and emergency service needs, and to prepare the City for additional future SMART City items, auto-cars and tele-medicine. Verizon has announced 5G is coming and the agreements will lay the foundation to support more capacity and capability. The agreements have been signed by Verizon.
Ms. Bennett stated these two agreements are similar but different from Mobility and ExteNet agreements. Mobility and ExteNet both lease tower space, but Verizon is a direct provider so it is impossible to calculate gross receipts. Verizon has agreed to pay $25 per installation per year as a flat franchise fee. There has been some federal regulatory changes, subject to challenge, that limits what a city can charge for attachment, as detailed in Agenda Item 17.C. Verizon has also agreed to pay $270 per attachment per year.

Ms. Allen confirmed to Councilmember Filla the City would be paid $270 per attachment per year and $25 per pole per year for a franchise fee.

Councilmember Sipple stated wireless users have a poor amount of service bars in south Leawood neighborhoods, and he asked if Verizon planned antennae installations in 2019 or 2020. Ms. Allen stated these agreements establish a relationship between the City and Verizon. She can be contacted direct with capacity concerns which engineers will investigate the need. Verizon would not do any work without submitting plans and City approval. To address needs with 96th and Lee Boulevard tower lease expiration in July, there will definitely be some small cell equipment installations in 2019.

A motion to pass Agenda Item 17.B. was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous roll call vote of 8-0.

17.C. **Resolution No. 5131**, approving and authorizing the Mayor to execute a Master License Agreement between the City and Verizon Wireless, LLC [VAW] for attachments to City facilities

Councilmember Azeltine questioned if per pole charges had been higher than the current federal restriction of $270. Ms. Bennett stated Mobility and ExteNet fees were $540 per year. Mr. Lambers stated there were cities that were charging thousands of dollars, which led to federal action, but they are now subject to revision.

A motion to pass Agenda Item 17.C. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 8-0.

17.D. Schedule a Joint Meeting with Governing Body / Planning Commission / Leawood Chamber of Commerce Executive Board & Executive Economic Development Council on Tuesday, April 9, 2019 at 6:00 P.M., regarding Discussion on Future Housing Options for the City of Leawood

Mr. Kevin Jeffries, Leawood Chamber of Commerce, confirmed to Mayor Dunn that Mr. Lambers would facilitate the proposed meeting. Mayor Dunn pointed out the date is a Tuesday night, which is typical of a Planning Commission meeting, and the meeting would be at held at Vista 154.
Councilmember Azeltine asked if the meeting was requested by the Chamber Economic Development Council or City. Mr. Lambers stated it was agreed by both after Councilmembers Rawlings and Sipple, Mr. Jeffries and he visited a Lee's Summit retro subdivision that consists of narrow-footprint houses, detached garages and alleyways. The project is an interesting alternative, but may not be suitable for all home owners. Overland Park has developed their vision “Forward OP”, and at the top of their list is single-family housing to attract a variety of income levels. Leawood needs to discuss other atypical single-family housing options, and the meeting would be an opportunity for Council and Planning Commission interaction.

A motion to pass Agenda Item 17.D. was made by Councilmember Cain; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 8-0.

17.E. Executive Session immediately following Regular Council Meeting to consult with attorney regarding matters subject to the attorney-client privilege; discuss matters relating to possible acquisition of real property

A motion that the Governing Body recess into executive session for 20 minutes to discuss the possible acquisition of real property pursuant to the preliminary discussion of the acquisition of real property exception under K.S.A. 75-4319(b)(6), with the open meeting to resume at 9:10 P.M. in the Main Conference Room, was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

The Governing Body reconvened into open meeting at 9:10 P.M.

ADJOURN

There being no further business, the meeting was adjourned at 9:10 P.M.

Debra Harper, CMC, City Clerk

Cindy Jacobus, Assistant City Clerk
Work Session

THE LEAWOOD CITY COUNCIL

February 18, 2019

Minutes

The City Council of the City of Leawood, Kansas, met for a Special Call Meeting, 4800 Town Center Drive, at 6:00 P.M., on Monday, February 18, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: None

Staff Present: Scott Lambers, City Administrator
Richard Coleman, Community Dev. Director
Dawn Long, Finance Director
Debra Harper, City Clerk

Patty Bennett, City Attorney
Mark Klein, Planning Official
Cindy Jacobus, Asst. City Clerk

Others Present: Curtis Petersen, Polsinelli PC, 6201 College Boulevard, Overland Park
Trip Ross, Cadence Commercial Real Estate, 7939 Floyd Street, Overland Park
Victor Regnier, Los Angeles, California
Bob Regnier, 3400 W. 119th Street, Leawood
Len Corsi, 5809 Rockhill Road, Kansas City, Missouri
Jeff Greenstein, 3501 W. 92nd Street, Leawood
Jay Senter, Shawnee Mission Post, 4121 W. 74th Street, Prairie Village,
David Twiddy, Kansas City Star
Kevin Jeffries, President, Chief Executive Officer and Director of Economic Development, Leawood Chamber of Commerce

Review Community Improvement District [CID] Application for Ranch Mart North Shopping Center, located at 95th Street & Mission Road

Mayor Dunn welcomed and thanked attendees, and introductions with affiliation were made.

Mr. Lambers stated this is the second Community Improvement District [CID] application received by the City. The City’s first CID application was for Camelot Court, which set the bar for the City to use to evaluate the effectiveness of this development tool. Staff has conducted a technical review to determine compliance with the City’s CID Policy. The application is not signed because the applicant is requesting a deviation to allow reimbursement for costs that would be incurred prior to establishment of the CID.
Mr. Lambers stated he had encouraged the applicant to not sign in accordance with this request. The CID could be in place by May, so the deviation would for a very short timeframe, and their request to deviate from City Policy does not seem unreasonable.

Mr. Lambers stated the goal of the meeting would be Council agreement on how to move forward. The Final Development Plan must be approved first and would go the Planning Commission once they go through the Board of Zoning Appeals in regard to another deviation. CID review is concurrent with the Final Plan, and the Final Plan and CID come to the same Governing Body meeting for approval. Council needs to decide if this is how to proceed or if another Governing Body Work Session is needed to satisfactorily work out details. Based on his review, the intent of the application and the application is consistent with policy and something the City has waited for, a catalyst, and the Governing Body should consider moving forward.

Mr. Lambers confirmed to Councilmember Harrison the CID application requests a CID Sales Tax of 1% with a 22-year term of Pay-As-You-Go Financing. Reimbursements can be paid and the obligation met ahead of term, which is what occurred with Town Center Crossing. Town Center Crossing greatly benefited from sales generated by the Apple Store. He estimated the Ranch Mart North CID was unlike that of Town Center Crossing and would likely take 22 years, depending on the type of tenants, service industries or retailers, and the amount of sales tax generated.

Mr. Lambers confirmed to Councilmember Cain that Mr. Petersen would elaborate on the types of prior reimbursements being requested.

Councilmember Harrison asked if the requested 1% CID Sales Tax was negotiable, perhaps using just one-half a cent or a fraction of a cent. Mr. Lambers stated the maximum CID Sales Tax is 1% per City Policy; State statute maximum is 2%. The applicant would prefer to have 1% to ensure they receive maximum eligible reimbursement. The applicant’s mortgage deal interest rates can rise before locked in.

Councilmember Osman asked if the State eliminates the grocery sales tax, could the 1% CID Sales Tax be collected. Mr. Lambers stated if the grocery sales tax was eliminated, the City would not have the option to piggyback CID Sales Tax. He has talked with Senator John Skubal and advised him if the grocery sales tax goes to 0%, cities cannot piggyback any taxes. If the grocery sales tax was just lowered, the City could piggyback CID Sales Tax. There would also be significant loss in revenue to the State if the grocery sales tax is lowered. Mayor Dunn pointed out cutting the grocery sales tax was part of Kansas Governor Laura Kelly’s campaign platform.

Mr. Lambers confirmed to Councilmember Sipple the total sales tax burden in the proposed CID would be 9.8%, not over 10%.

Mr. Lambers confirmed to Councilmember Azeltine that he endorses the CID application in its present form.
Mayor Dunn stated after the applicant presentation by Mr. Petersen, if there was consensus by the Council, then Staff would further review the application against the Leawood Development Ordinance. Mr. Lambers stated the planning process is separate from the CID application, so financing is not within the Planning Commission’s purview. This is the reason the City requires Final Plan approval first acknowledging LDO compliance, then CID approval, because the applicant is acknowledging LDO compliance as much as possible.

Councilmember Harrison asked what types of improvements were made with the Camelot Court CID. Mr. Lambers confirmed parking lot, façade, landscaping, lighting, some external wall improvements and monument signs. Per policy, the CID is not to be used for interior improvements, only exterior improvements, and this is where discussions with Hy-Vee broke down. Camelot Court is required to maintain their landscaping, and the Council is provided an annual Staff Report evaluation for all landscaping in the City.

Councilmember Sipple inquired if construction of a brand new building is within the scope of the CID and if this has been done before. Mr. Lambers stated that currently the City’s only CID is Camelot Court, and new building is within scope. CID items permitted by State statute are endless, including security and daycare, and the City’s Policy allows only some of these items.

Mayor Dunn pointed the Camelot Court CID application had been presented to the Council by Mr. Curtis Petersen’s Father, John Petersen.

Mr. Petersen stated he would present on behalf of the owner, Ranch Mart North, LLC, along with other sister affiliates that own the center. In brief, he would provide a recap of Mr. Lambers’ comments, project status, construction timing and financing, along with a short video of fresh conceptual views. The video has been viewed by tenants and media.

To-date, the Planning Commission and Governing Body have approved rezoning and Preliminary Plan; the Final Development Plan has been filed with a Planning Commission with a meeting date of March 26; a legal interpretation in regard to a trash enclosure has been scheduled for the February 27, 2019 Board of Zoning Appeals meeting; and CID has been filed. Once Planning Commission minutes are available about one month after the meeting, then would come before the Council as early as April 15 to marry-up with the CID. Moving from approval to construction, construction drawings would be submitted and permits requested/issued. Construction would begin in mid-to-late Summer 2019 and all-in-one phase construction would be complete mid-to-late Summer 2020.

Mr. Petersen presented several historic photographs of Ranch Mart North, followed by the short video created by Mr. Ross. Mr. Petersen pointed out the video depicts mature landscaping of the plants to be used. Highlights are the pharmacy drive-through, grocery pick-up area, open plaza area at the convergence of three entry points, three art areas, flower box planters and two-story mixed use building consisting of office space above retail. The former Seasonal Concepts space would contain the new tenant “Meat Mitch”, a restaurant similar to “Char Bar” in Westport.

Councilmember Filla noted the video provided a glimpse of improved traffic patterns of the center near the McDonalds.
Mr. Petersen confirmed to Councilmember Cain that red not blue bricks would be used for pavement demarcation.

Councilmember Harrison asked if there had been a change in façade from the prior drawings which felt more modern and monochromatic. Mr. Petersen stated the façade had been embellished and refined, but no major changes were made. He offered to display photographs and still scenes from the 3-D video.

Councilmember Sipple asked if all trees would be new or if some existing trees would be used. Mr. Petersen stated some of the existing trees would be saved, especially around the site perimeter, and identified in the Landscaping Plan.

Councilmember Filla asked if Gordon Dental was happy with the proposed façade. Mr. Petersen stated most tenants are pretty happy with the proposed improvements.

Mr. Petersen stated the applicant is requesting a 1% CID Sales Tax, the maximum allowed by City Policy and all that is needed for the project. He stated Mr. Lambers and Ms. Bennett did their job and questioned if the initial CID sales tax could be lower; the applicant had slightly padded the percentage. As the result of a number of meetings and since the applicant will undertake a large amount of risk and incur financing cost, which can hopefully be paid back in two decades, 1% is the bottom line.

Mr. Petersen displayed and referred to the chart provided as the last page of the CID application. He stated CID reimbursement would be capped at $13,457,441. Total cost of improvements would be $46,957,196. The project is similar to Camelot, but has differences including an aggressive overall redevelopment with two new buildings, one of these being 1,000 sq. ft. and located in the courtyard. The second would be a new two-story mixed use building on the west end where the bowling alley was located, having a net of 10,000 sq. ft. of leasable space and total office space of 14,000 sq. ft., about the same overall square footage as present. Other enhancements are $1 Million for burial of power lines and the common courtyard.

Mr. Petersen closed his overview with five notes, as follows:

1. For any project involving an old, historic set of buildings, it could be argued the CID was for deferred maintenance. This would be absolutely valid if the CID was used to fix the roof or paint. Such items are not in the CID. The CID is for redevelopment, not renovation.

Mayor Dunn pointed out roof improvements are not allowed per the City’s CID policy.

2. Tenants are on-board, with nearly full support by all. Many have been tenants for a long time and are local, and there is no effort, plan or intention to push out any tenants. Some tenants might choose move on, but all tenants are appreciated. Meat Mitch would be a new tenant and the new building would be open to new tenants.
3. The ownership group will incur debt and debt-service costs over time, and assume risk, with the hope sales will result in positive economic investment. No City money, bonds or notes would be used and there would be zero risk to the City.

4. There have been three previous attempts at CID. The ownership group wants a quality project for years to come. Mr. Ross has a close relationship with Price Chopper and experience with grocery-anchored shopping centers. Price Chopper has seen the quality and scale of the proposed plans as a credible opportunity to undergo massive interior renovation. A total “gut” job is planned to occur in phases so the store can remain open during their renovation, but construction work needs to commence within a few weeks to be complete by the start of the next holiday season. For the record, Price Chopper will not disrupt store operation during the holiday season, and construction would need to be complete by November 1, 2019.

5. Meat Mitch would provide an immediate impact. The barbeque restaurant is highly sought after and conversations about the location started some time ago. They really cannot wait any longer and want to get a start this Spring and be open late Summer 2019.

Mr. Petersen stated in the total $46 Million budget there are costs that would be expended on Price Chopper and Meat Mitch, and the entire proforma is built around budget. Millions of dollars will be spent on the Price Chopper interior and exterior, and on Meat Mitch, which is not requested for CID reimbursement. For the millions of dollars spent before the CID is approved, we want to be able to take receipts and prove expenditure, rather than having these disappear before the CID is approved. He stated there is a 50/50 test, and gave the example that Staff may say a receipt presented would be reimbursed 50% private and 50% CID.

Councilmember Filla summarized the applicant wants the start date for private investment only to begin now, and that does not impact the other CID column.

Mr. Petersen confirmed the start date of the CID Sales Tax must start on the 1st date of a calendar quarter, but needed to research the start date requested in the application, but it would be in 2020 not 2019.

Councilmember Azeltine questioned what would be included for Price Chopper and Meat Mitch, before the CID is possibly approved, and if those expenses are part of City ordinance and LDO-compliant. Mayor Dunn stated interiors are excluded per the City’s CID Policy. Mr. Petersen stated the CID is for the items totaling $13 Million, and Price Chopper and Meat Mitch expenses are not part of the CID and will never be reimbursable. Camelot Court CID had some engineering expenses that were handled in a similar manner.

Mr. Petersen confirmed to Councilmember Azeltine there would be no debt-issuance by the City and the City’s name would not be carried on any bonds or notes as an obligator. Mr. Petersen stated private financing will be used, one large mortgage and not bonds, and the “and/or” language used in Item 3 of the CID Petition is boilerplate to provide an option to the City if desired.
Councilmember Sipple stated by his calculation, the CID is 28.5% of total construction costs. Mr. Petersen stated the Camelot Court CID was 26% of their construction costs. Mayor Dunn stated the Camelot percentage was revised slightly upward to that percentage with recent parking lot improvements.

Councilmember Cain asked if other tenants were planning sizable interior improvements. Mr. Ross stated that the Hallmark Store already has and some are planning on a smaller scale. Mr. Petersen this would be the time and there may be a domino effect throughout the center. Any tenant space that opens up might be refreshed.

Mr. Petersen confirmed to Councilmember Harrison that the Price Chopper is owned by Cosentino, who also own the Price Chopper at 103rd and State Line Road, and that Meat Mitch will be a tenant, not an owner.

Councilmember Azeltine asked about the “additional information to be provided” stated in Item 8 of the CID application, if any improvements would be made to the McDonalds, U.S. Post Office or cemetery, and why the application certification and agreement are unsigned drafts. Mr. Petersen stated additional information could be supplied as requested. Mr. Ross stated there would be landscaping at the McDonalds and at the Post Office. Mr. Lambers stated documentation is unsigned because the applicant is requesting an exception to policy for construction discussed in the overall budget. If the Council approves the exception, applicant will sign the documents.

Councilmember Azeltine confirmed Councilmember Sipple’s calculation of CID’s percentage of 28% of the total project cost. He pointed out the $1 Million contingent portion of the application is about 7% to 7.5% of the application.

Councilmember Rawlings stated he had seen contractors reviewing plans in the Price Chopper. He asked what the Council needs to do to approve and let them proceed. Mr. Petersen stated Price Chopper is acutely aware of the importance of this Work Session. Mr. Coleman stated the Final Plan has not been approved, but the applicant could start interior work with permits. Mr. Ross stated documentation for Price Chopper permits is nearly final. Councilmember Azeltine agreed as long as there was no outstanding significant information to be provided in Item 8.

Mr. Petersen confirmed to Councilmember Filla the Johnson County Waste Water project is expected to be complete in about 30 days. Kansas City Power & Light would underground power lines when the center project begins in the Summer. Mr. Ross stated the General Contractor for the project will determine the order of façade work, probably done by section. Mr. Petersen stated more construction details would be known in April or May.

Councilmember Filla asked if any of the stores would need to close or be relocated, and if work would be done on Foo’s Fabulous Café or O’Neill’s Restaurant. Mr. Petersen stated no stores would need to close and the Foot Spa would be relocating because it is currently located in the area planned for the open courtyard. There is a list of interior “warm” improvements that would be part of the $10 Million for tenant space in the total cost of improvements; these would not be reimbursable by the CID Sales Tax. Mr. Ross stated the batting cages in the former bowling alley would be closing, and the two-story building would be an empty shell.
Councilmember Osman acknowledged project dedication shown tonight compared to years past, and the work done by Johnson County Waste Water to correct the sewers in advance. He stated support of Mr. Lambers and starting the clock now rather than in a couple of months, so City Staff can identify improvements that are included in the CID and to be very clear when a cost is not to be reimbursed.

Councilmember Osman shared that during improvement projects at Corinth in Prairie Village and Camelot Court, there was significant disruption. Hen House sales suffered at Corinth with spot renovation; in contrast Hen House at Camelot Court decided at the last minute to close during construction. He offered there may be an advantage to close to quicken a massive renovation and hasten the start sales tax generation. In regard to Meat Mitch, restaurant peak season is right before the holidays, while the months of January and February are typically the least busy. Foo’s and O’Neill’s would provide some, but quite a bit less, of sales tax revenue. Mr. Petersen stated Cadence has quite of bit of project experience and Cosentino would need to make their own decision. He shared a personal experience that two weeks ago, when temperature was 17 degrees with snow cover, Char Bar restaurant in Westport was very busy despite the inclement weather. Meat Mitch may not suffer business-wise.

Councilmember Osman stated many Ward 1 residents live, shop and own businesses in Ward 1, including the owners of Meat Mitch and O’Neill’s. Mayor Dunn attested that residents throughout Leawood and broad metro area visit Ward 1.

Councilmember Filla asked for instruction on how to proceed with the exception. Mr. Lambers stated if the Council consensus was to provide for the exception, documentation would be brought for formal adoption at the next Council meeting. Mayor Dunn reminded a comment was made that some interior work can move forward since that is not affected by the CID.

Mr. Petersen revisited the anticipated CID Sales Tax start date and stated the applicant wants the CID Sales Tax to start July 1 or October 1, after entire construction is complete in 2020. Ms. Bennett stated the City’s Budget Manager, Kathy Byard, would review and determine the start date of the CID Sales Tax. She pointed out advance timing is needed to go before the Council.

Councilmember Cain asked if a start date in 2020 would negate the need for accelerated payments. Mr. Petersen stated there is bifurcation between when the CID is approved and when the ordinance says the CID Sales Tax would start. Mayor Dunn pointed out the CID must be in place before any pay-as-you-go reimbursements can be made.

Councilmember Sipple asked if customers would see differences in the sales tax rate of Ranch Mart in Overland Park and Ranch Mart North in Leawood. Mr. Lambers stated Ranch Mart in Overland Park has a CID. Mayor Dunn stated improvement to the south side of Ranch Mart in Overland Park made 10 years ago did not utilized a CID; a CID was used for the recent backside improvements only. Mr. Petersen stated that CID was for 1%, and estimated this brings the total sales tax charged in Ranch Mart in Overland Park to 10%. He would need to verify and could provide this information.

Mayor Dunn stated work at Ranch Mart North has been eagerly anticipated by both the Council and center tenants for a long time. The project is exciting, would greatly improve the corner, and the ownership group should receive the benefit of reinvestment.
Councilmember Azeltine reiterated that terms of CID reimbursement and establishment of the CID must be according to statute. Mayor Dunn stated there would not be actual reimbursement prior to CID start, just allowance that costs be countable.

Councilmember Cain stated the project is beautiful and magnificent. Mayor Dunn expressed desire for the landscaping shown in the video. Councilmember Rawlings suggested the passage of time and many discussions have given the project a whole new ambience and to be proud of.

Mayor Dunn thanked Mr. Victor Regnier for traveling from California to attend the meeting and for his architectural skills on the project. She expressed appreciation that the project would be complete in a single phase in one year, as previous discussions were about phased construction taking seven to nine years.

There being no further business, the meeting was adjourned at 7:12 P.M.

Debra Harper, CMC, City Clerk

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

Board members absent: Kim Galbraith

Council liaisons present: Chuck Sipple

Council liaisons absent: Julie Cain

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

Chair Karen Ward-Reimer called the meeting to order at 5:45pm.

Amy made a motion to approve the November 11th, 2018 meeting minutes.

Steve moved the motion and seconded the motion. Lorrie seconded the motion; the minutes were approved unanimously.

I. Old Business  *See addendum attached

A. Update on RFP Process for 96th and Lee

Chris informed the group that the Committee has met and discussed several new options for the RFP for 96th and Lee. The RFP has been revised and will be sent back out to the original 2018 submitters. Revisions included the addition of one to two possible charrettes with the Park and Recreation Advisory Board and the Governing Body, as well as the addition of three optional plans for the site:

1. Keeping only former city hall
2. Keeping the old fire station #1 and former city hall
3. Keeping only old fire station #1

Steve asked if the City Council had decided officially to keep the former city hall. It was his understanding that was a concrete decision.

Council Liaison Sipple responded that several members of City Council felt that the fire station had more historical significance because it served as the original city hall; therefore, it became the third plan option on the RFP.

Chris responded that several factors went into keeping only the fire station as an option for the site and those include: the historical significance of the former fire station, being that it served as the original city hall, it would not necessarily have to be moved and it would
possibly be less expensive. She added that the original RFP that was sent out on February 8, 2018. There were eleven responses from the following businesses: Landworks Studio, Indigo Design, Confluence, RDG Planning, SWT Design, Viro, Land3 Studio, BBN, Land Plan Engineering, Plaid Collaborative and Bartlett and West. They had previously narrowed the submittals down to five frontrunner but no contract was ever awarded as the work sessions were inconclusive as to what the final park should include as to existing buildings.

The previous RFP only had one option for the site, which was keeping the former city hall and possibly keeping a portion of the fire station. The RFP’s that were submitted had a price range of approximately $10,000.00 to $50,000.00 so it was quite a spread between the eleven submittals. The new RFP submittals are due by January 17, 2019.

Chris read a section of the RFP to clarify what the applicants will need to provide:

“SPECIAL NOTE: If selected, the professional should be prepared to discuss the pros and cons of each design. Through the master planning process, the City needs to determine what amenities/services/features are the highest priority and recommend the best option based upon these findings.

Despite several community meetings and Governing Body work sessions, no clear consensus has been determined for the best use of the property as a park. This is the reason the City has asked for three (3) preliminary designs as a part of this project.”

Karen asked if the committee will narrow down the submittals to the best five then bring their choices to the Parks and Recreation Advisory Board to narrow down the final three choices. Karen asked if the Parks and Recreation Advisory Board will then make a recommendation to the Governing Body on whichever firm we choose to proceed with.

Steve asked if we would need to have a recommendation by March.

Chris responded that they are hoping City Council will award a contract in April. The timeline to complete the scope of work is between June 1, 2019 through September 1, 2019 and the timeline for final design and initiation of construction of the park will be between February 1, 2020 through June 30, 2020.

Amy asked when construction on the new fire station will begin.

Chris responded that the cell towers on the property will not come down until July of 2019; it will begin once the towers have come down.

Steve asked how long it will take to build the fire station.

Council Liaison Sipple responded approximately 2 years.

Karen added that while the new fire station is being built the old fire station still needs to be a working fire station.

New Business

A. Recommendation from Arts Council on Placement of Art Piece “Inspiration” – Rita Blitt, Artist
April informed the group that the city has an opportunity to acquire and install a sculpture created by Rita Blitt, who is a local, female, sculptor and Leawood Resident. The piece is currently located in front of a bank at Hillcrest and Bannister road. The current owner of the piece is willing to donate the piece to the City, pending the regular approval process from the city. The art in public places has selected a location at the southeast corner of College and Tomahawk Creek Parkway on the greenway. The height of the piece is approximately 28 feet high and would sit back from the road about 75 feet. This piece could be a great fit for the area because of its size. The piece would need to be restored and will be probably be painted a bright yellow or whatever the artist recommends. The Arts Council will be paying for restoration and installation costs. Because of the proposed location on the greenway, the piece must have location approval of the Park Board. It will then go to the Planning Commission and then to the City Council.

Karen asked if when the piece is restored, would be powdered coated.

April stated that the company that originally restored it 30 years ago would restore it again. It has not had any maintenance in 30 years and still looks good considering.

Steve asked if that area floods often.

Council Liaison Sipple responded that the area does flood some, but hopefully the piece will sit up high and it is fairly flood resistant due to the openings in the piece.

Chris asked the committee for a recommendation to accept the piece.

Bob made a motion to accept the recommended location of the piece; Amy seconded the motion. The motion was approved unanimously.

April added that we are also now in the process of accepting the Kwan Wu piece “Women of the World”. More to come on the new location and donation process of that piece.

Chris added that we will need to issue a new public art guide soon, especially one that focuses on the sculpture garden between College and 119th street.

Karen asked if there is a register for cities with great public art. Is there some kind of designation such as a “Sculpture City”.

Chris responded she will check in to it.

Staff Reports

Brian reported the following:

- City Park Pond flood improvement project bids came in higher than the original estimate of $130,000.00. The lowest bid was approximately $290,000.00. We are requesting increasing obligated funding from FEMA and revisiting and possibly reducing project costs. We are hopeful to have the project start in early 2019 and finished summer of 2019. There is an 18-month period that FEMA requires the work to be completed in and that started in November 2018.
- Ironwoods Park road resurfacing project is still progressing with concrete work. It is still too cold to do the asphalt resurfacing.

Chris reported the following
- The Leawood Foundation received the award from KRPA for the top Civic Organization based on their fundraising and park projects. They will receive the award at the Conference in Hutchinson the first week of February.
- Dustin Branick was named 2018 employee of the year. We are all very happy for him for receiving the recognition.
- Thank you to all Park and Recreation Advisory Board Committee members for all of their commitment and hard work over the past year.

**Kim** reported the following:

- Breakfast with Santa was held on December 8, at the Lodge at Ironwoods with 335 participants, which is up from last year.
- Staff is compiling information for the 2019 Spring/Summer program guide.
- July 4th event planning has commenced.
- Lifeguard interviews are starting.

**April** reported the following:

- Oxford School had the final event of the year on December 8: Holiday Traditions on The Prairie.
- Leawood Stage Company Orchestra is performing this Sunday at Union Station at 3 pm.
- Interviews for 2019 Leawood Stage Company Production Directors will take place this Saturday.
- Romance theme art show will be happening in conjunction with Leawood Stage Company production of “The Man Who Came to Dinner”, which will open on Valentine’s Day.

**II. Next scheduled Meeting Date**

The next meeting will be held on Tuesday, January 8th at 5:30 p.m. in the Maple Room in the Leawood Community Center.

**Bob** made a motion to adjourn the meeting.

**Steve** seconded the motion. The motion was approved unanimously.

The meeting adjourned at 7:10 pm.

Respectfully submitted,

![Signature]

Chris Claxton, Parks and Recreation Director
Mr. Lambers requested a motion be made to retain the former City Hall on the site for closure of the topic.

A motion for the former City Hall to remain at 9615 Lee Boulevard, located somewhere on the tract, was made by Councilmember Filla; seconded by Councilmember Azeltine.

Councilmember Harrison acknowledged receipt of resident concerns that the City has slighted north Leawood in regard to parks and numerous mentions that residents have not been offered the opportunity to provide input. She pointed out parks in the City are on property usually donated by developers and larger lots are typically found in north Leawood. There has not been an outright attempt to not have parks in north Leawood. The Governing Body has a regular meeting schedule [first and third Monday of month] with published agendas. The Governing Body, Parks & Recreation Advisory Board and Planning Commissions welcome input. She encouraged the public to visit the City’s website to view meeting agendas, and to contact Councilmembers or attend meetings to provide comments/wishes.

The motion was approved with a unanimous vote of 8-0.

Mr. Lambers confirmed to Mayor Dunn the Governing Body Work Session scheduled on December 3, 2018, for continued discussion would not be needed on this topic. He stated the next steps would be an RFQ [Request for Qualifications] for park consultants and to commence the City’s planning process for the new Fire Station.

Councilmember Cain inquired if a motion would be needed to declare directions and to have options for the RFP/RFQ. Mr. Lambers stated a separate motion would not be necessary. He would ensure the RFQ explicitly states there would be multiple options under consideration, along with costs needed for each. Mayor Dunn pointed out the City had paid DeGasperi $12,000 to $14,000 in regard to options/cost for retaining the existing Fire Station. She stated it is imperative to have alternate costs for the park plans; having glass doors was not previously estimated.

Mr. Lambers confirmed to Councilmember Harrison the new Fire Station is designed for three bays, one of which is planned to house the antique fire truck.

Mayor Dunn thanked all participants for their attendance and interest in this important project. She stated there would be multiple future opportunities for additional public comment in this deliberate process.

Mayor Dunn reminded the Holiday Lighting ceremony at City Hall would be Monday, November 19, 2018. She wished everyone a Happy Thanksgiving.
MEMORANDUM

TO: MAYOR AND CITY COUNCILMEMBERS
SCOTT LAMBERS, CITY ADMINISTRATOR

FROM: CINDY JACOBUS, ASSISTANT CITY CLERK

RE: RETAIL LIQUOR LICENSE RENEWAL

NALL VALLEY WINE & SPIRITS
5308 W. 151st STREET

DATE: MARCH 4, 2019

The Retail Liquor License for the above-referenced store is scheduled for renewal. I recommend approval of the license, 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 RENEWAL

BLADE & TIMBER
5203 W. 117th STREET

DATE: MARCH 4, 2019

A Cereal Malt Beverages [CMB] License application is scheduled for renewal for the above-referenced applicant. I recommend renewal of the license, 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:        NEW CEREAL MALT BEVERAGES [CMB] LICENSES

CVS/PHARMACY #8237       CVS/PHARMACY #8588
5001 WEST 135TH STREET   11729 ROE AVENUE

DATE:      MARCH 4, 2019

Cereal Malt Beverages [CMB] license applications have been received for new licenses at the two above-referenced locations. I recommend approval 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 PEGGY DUNN
    CITY COUNCILMEMBERS

FROM : SCOTT LAMBERS, CITY ADMINISTRATOR

RE : 2019 GOVERNING BODY GOALS AND OBJECTIVES

DATE : MARCH 4, 2019

SHORT-TERM GOALS [1 YEAR]

1. Continue 135th Street Community Plan including:
   a. Updated development assumptions [2016]
   b. Best management practices regarding sustainable landscaping into
      LDO and City property; and [2016]
   c. Cultural amenities [2016]

2. Continue evaluation of usage of City-owned property at 96th Street and
   Lee Boulevard [2013]

3. Parks Maintenance Facilities relocation Implementation Plan and
   Construction Plan [2018]

4. Place maps of bike loops, trail system and art pieces on City webpage
   [2019]

5. Add stepping stones to City art pieces [2019]

6. Receive summaries of EDC Exec and full EDC meetings [2019]

7. Consider institution of LGBTQ non-discrimination protection [2019]

8. Promote suicide prevention awareness and resources [2019]
NEAR-TERM GOALS  [1-2 YEARS]

1. Integrate upgrades and new improvements to City's Trail System from Roe Avenue to Tomahawk Creek Parkway and pedestrian crossing through median [2018]

2. Feasibility of installing signage at City entrances, including I-435 Highway east and westbound on city property [2018]

3. Review notice requirements for residential building activity via home owners associations [HOA] [2017]

4. Curé of Ars street and sidewalk improvement [2017]

5. Evaluate new home building codes with other Johnson County cities [2017]

6. Review fence permit procedures with area cities [2017]

7. Complete main routes to schools  [2017]

8. Study feasibility of south bicycle loop signage [2018]

9. Develop strategy for undergrounding of power lines [2018]

10. Add pickle ball to City facilities when courts are resurfaced [2018]

11. Evaluate pedestrian traffic management at Curé of Ars with Prairie Village and Curé of Ars  [2018]

12. Inventory and place more pet waste stations in City parks  [2019]

13. Plan MLK recognition  [2019]

14. Increase visibility of QR for art and how City’s art pieces are acquired  [2019]

15. Explore possible public use of former Parks Facility before sale of property  [2019]
LONG-TERM GOALS [2-5 YEARS]

1. Evaluate land-use options for remaining undeveloped portion of City-owned property at 117th and Tomahawk Creek Parkway [2013]

2. Evaluate feasibility/scope of Activity Center at Town Center Drive and Roe Avenue [2015]

3. Evaluate temporary low-impact uses [e.g., community gardens, horseshoes, etc.] for undeveloped land at Ironwoods Park [2015]

4. Incentivize private sector for LEED-certified criteria [2019]
DATE: March 4, 2019

TO: Leawood City Council Members

FROM: Mayor Peggy Dunn

RE.: Park & Recreation Advisory Board Appointment

I recommend for your approval the following individual to fill the unexpired term of Steve McGurren until February 28, 2021:

JoLynn Hobbs
8309 Lee Boulevard
Leawood, KS 66206

As always, please phone me in advance of the meeting with any questions, comments or concerns.

Thank you very much.
SPRINT CORPORATION, Overland Park, KS

Technical Engineer II 2006 – 2018

Provided responsive service and dedicated account support. Managed project implementations and maintenance requests for large corporate accounts that utilized Cisco ICM Dynamic Routing Tools to meet defined Toll-Free business needs.

- Created customer loyalty and value by exceeding expectations, delivering results and generating revenue through responsive project and implementation management of ICM Dynamic Network Routing Customer Installations, including identifying key customer business requirements, creating customer solutions, finalizing designs, configuring components, script building, performance testing and product demonstration training.
- Processed Dynamic Network Routing customer de-installasions, dismantling specified services and ensuring timely billing cessation which eliminated credit situations.
- Handled customer maintenance requests, quickly addressing and resolving customer issues and collaborated with other departments, ensuring exemplary service.
- Confirmed billing issues and initiated project which identified 220 applications that were not billing; assisted in having billing codes correctly reloaded, generating and recovering 378K in revenue.
- Led department conversion from ACD to Cisco ICM routing, improved routing efficiencies and eliminated ACD costs by building, testing and handling cutover to new routing scripts on group toll free numbers, allowing for employee WFH, weather or emergency routing activating in seconds versus minutes.
- Provided pre / post-sale Toll Free ICM technical and application support, sharing information and expertise with customers and account teams to ensure successful implementations without service issues.
- Participated and guided project team for order process initiative, resulting in detailed requirements creation, establishing processes and reviewing functions, becoming key quality performance measure for management and resulting in greater efficiency continuity and significant major reductions in customer credits.
- Continued supporting Custom Message Product, including order review and audits; served as key contact for product, providing documentation updates and training to department.
Implementation Project Manager II
1999 – 2006
Delivered responsive account support and maintenance for Sprint’s largest corporate accounts involving gathering requirements, implementation, testing and delivery of all Toll-Free Solutions. Specialized in Wireline Voice – Subject Matter Expert on International, Enhanced and Interactive Toll Free and Virtual Private Networks.

- Managed projects, service requests and implementations for complex customers which required defining action items, identifying requirements, securing resources, reviewing completed work, testing and on-time delivery.
- Contributed and actively led project team in creating a new Custom Message Product by developing processes that provided needed products for customer base and yielded additional revenue; initiated concept, secured approvals, created and maintained all documentation and managed full product lifecycle, including audits.
- Created detailed, user-friendly Visio flow charts, documenting all applicable application information, reducing missed requirements.
- Provided pre / post-sale technical and application support for Toll Free product portfolio, allowing both customer and account team access to expertise and information to ensure successful implementations.
- Processed customer maintenance requests, meeting or exceeding expectations, quickly addressing and resolving reported customer issues and collaborating with other departments.

ADDITIONAL SPRINT CORPORATION EXPERIENCE

Systems Support Analyst - Overland Park, KS
Major Account Specialist - Irving, TX.
Business Service Representative - Gardner, KS
Customer Service & Collection Representative - Overland Park, KS
Account Representative - Overland Park, KS
Customer Service Agent - Overland Park, KS

EDUCATION & PROFESSIONAL DEVELOPMENT

Undergraduate Studies, Advertising, Tyler Junior College, Tyler, TX
Undergraduate Studies, Marketing, Johnson County Community College, Overland Park, KS
1120+ hours of continuous learning and professional development, Sprint University of Excellence
Hours include numerous courses including Customer Service, Products, Quality Assurance, Covey, Time Management, Ethics, Software and 6-week PMP Project Management Course.

TECHNICAL SKILLS

Software: Cisco ICM, VISIO and Mainframe. Microsoft Office Suite, including Word, Excel, Outlook

AWARDS

Numerous awards received for providing exceptional customer service, including Be The Reason, GEM VP, Sprint Values Excellence and the prestigious President’s Club Member Award.

COMMUNITY SERVICE

President, Leawood Homes Association – Serving 1500 Homes, 2012 – Present
Green Space Park Advocate, Leawood, KS, 2004 – 2013
Led effort for approval of community park enhancements, resulting in $110K worth of improvements.
TO: Peggy Dunn, Mayor  
City of Leawood City Council  
Scott Lambers, City Administrator

FROM: David Williams, Fire Chief

DATE: March 4, 2019

SUBJECT: Replacement of Self Contained Breathing Apparatus (SCBA) - Air Bottles

The Fire Department is requesting to replace 25 Self Contained Breathing Apparatus (SCBA) Air Bottles. The current air bottles have a 15 year service life and we have 25 bottles reaching the end of their serviceable life in 2019.

We recommend the purchase from Wise Safety & Environmental for $26,375.00. We received two bids Wise Safety & Environmental was the lowest bid. The other bid was from Feld Fire for 26,500.00.

Expendable Equipment Replacement Schedule - Account # 11110.22530-713000. The purchase is included in the 2019 Expendable Budget.

Please let me know if you have any questions.

Respectfully submitted,

David Williams Fire Chief
## QUOTE

**COMPANY:** Leawood FD  
**DATE:** 12/6/18

**SPECIAL INSTRUCTIONS:** Freight included in the pricing.

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**PLEASE NOTE:** Quote is good for 30 days, after that please call to verify pricing.

*Example: 6.125% = .06125*
**Feld Fire**

**Quote**

**Date:** February 11, 2019  
**Quote #:** Austin Berry  
**Customer ID:** 1243960

**To:**  
ATT: Austin Berry  
Leawood Fire Department  
4800 Town Center Drive  
Leawood, KS 66209  
913-681-6788

**Ship to:**

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**Shipping Included**

**Pricing Good Until January 31, 2019**

Subtotal $ 26,500.00  
Sales Tax  
Total $ 26,500.00

Make all checks payable to Ed M. Feld Equipment Co., Inc.  
Thank you for your business!

113 N. Griffith Rd., Carroll, IA 51401  800.568.2403  712.792.6658  sales@feldfire.com
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ORDERING A PUBLIC HEARING FOR RIGHT OF WAY VACATION KENNETH ROAD NEAR 135TH
March 4, 2019

DISCUSSION

Property owner/developer Vic Regnier Builders, Inc. have requested and are petitioning the City to grant a vacation of Right of Way, reclaiming ground which was previously used for Kenneth Road right-of-way. The area is near 135th Street.

A Statutory Requirement is for the applicant of such a request, to petition for a public hearing to consider the vacation. The request is published and then after twenty (20) days, the public hearing is held to consider the request. This petition was originally on the January 7, 2019, meeting however the developer did not meet the deadline for submitting the petition for the public hearing.

Utility companies have been contacted regarding the request. So far, KCPL has responded with no objection. AT&T/Sprint has advised they will waive objection subject to them leaving all telco facilities in place as is. And if removal or relocation is required, the owner will bear all associated costs to relocate facilities in conflict.

It is the recommendation of the Public Works Department that the City Council approves the Resolution ordering a public hearing and authorizes the granting of the Right of Way vacation at the public hearing on April 1, 2019.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution for public hearing for Right of Way vacation.

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position  ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

None

COSTS

Recording fees only

FUND SOURCES

n/a
RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HELD ON APRIL 1, 2019, AT 7:30 P.M., OR AS SOON THEREAFTER AS MAY BE HEARD TO CONSIDER THE VACATION OF A RIGHT-OF-WAY LOCATED AT 135TH STREET & KENNETH ROAD WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS AND REPEALING RESOLUTION NO. 5112 [REQUESTOR: VIC REGNIER BUILDERS, INC.]

WHEREAS, the Governing Body passed Resolution No. 5112 on January 7th, 2019 calling for a public hearing to be heard on February 4th, 2019 for the vacation of certain public right-of-way;

WHEREAS, the public hearing did not take place as called for on February 4th, 2019 because a proper Petition had not yet been filed; and

WHEREAS, a proper Petition for vacation has now been filed with the City Clerk and the Petitioner has requested a vacation of a Right-of-Way, located at approximately 135th Street and Kenneth Road.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, that a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood on April 1, 2019, at 7:30 p.m., at the Leawood City Hall, Johnson County, Kansas, for the purpose of discussing and reviewing the proposed Right-of-Way vacation request located at approximately 135th Street and Kenneth Road, within the City of Leawood, Johnson County, Kansas.

BE IT FURTHER RESOLVED that the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City paper, in accordance with K.S.A. 12-504 in the following form:

NOTICE OF PUBLIC HEARING TO CONSIDER THE VACATION OF A RIGHT-OF-WAY GENERALLY LOCATED AT APPROXIMATELY 135TH STREET AND KENNETH ROAD, WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a public hearing in the City Council Chambers of City Hall, 4800 Town Center Drive, Leawood, Kansas, on April 1, 2019, at 7:30 p.m., to discuss, review and consider approval of the vacation of a Right-of-Way generally located at 135th Street and Kenneth Road, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST, IN THE CITY OF LEAWOOD,
JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE S 2°17’37” E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 773.30 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNETH ROAD, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S 2°17’37” E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 556.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHEAST PLAT CORNER OF LEAWOOD FALLS, FIRST PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS; THENCE S 87°25’56” W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, AND THE NORTH PLAT LINE OF SAID LEAWOOD FALLS, FIRST PLAT AND LEAWOOD FALLS, FOURTH PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, A DISTANCE OF 30.00 FEET; THENCE N 2°17’37” W, 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 676.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID KENNETH ROAD; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID KENNETH ROAD, ON A CURVE TO THE LEFT SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 11°37’19” E AND A RADIUS OF 756.20 FEET, AN ARC DISTANCE OF 123.94 FEET TO THE POINT OF BEGINNING, CONTAINING 18288 SQUARE FEET OR 0.4198 ACRES, MORE OR LESS.

The hearing may be adjourned from time to time and until the Governing Body shall have made findings by either denying or approving by Ordinance said petition for vacation of the Right-of-Way. All persons desiring to be heard with reference to the proposed vacation will be heard at said time.

Debra Harper  
City Clerk

BE IT FURTHER RESOLVED, that Resolution No. 5112 is hereby repealed.

PASSED by the Governing Body this 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

[SEAL]
Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
PETITION FOR VACATION OF RIGHT OF WAY

COMES NOW Vic Regnier Builders, Inc. and files this petition with the City Clerk of the City of Leawood, Kansas praying for vacation of the dedicated right of way legally described as follows:

TO WIT:

[See attached Exhibit "A"]

Petitioner further states that, after publication by the Governing Body of the City of Leawood at least once 20 days prior to the date of hearing in a newspaper of general circulation in the vicinity, then this petition shall be presented to the Governing Body of the City of Leawood, Kansas, for a hearing thereon, and that at such time and place, all persons interested can appear and be heard under the petition.

Dated this ___ day of ______, 2019

PETITIONER:

[Signature]

C:\Users\bregnier\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\PLU1T15T\PETITION TO VACATE RIGHT OF WAY FORM.doc

Rev. 1/22/19
VERIFICATION

STATE OF KANSAS ]
COUNTY OF JOHNSON ]

BE IT REMEMBERED, that on this 22 day of JANUARY, 2019, before me, the undersigned, a Notary Public in and for said County and State, came ROBERT D. REGNIER, who is known to me to be such officer and who is known to me to be the same person who executed the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

[Signature]
Notary Public

My Commission Expires: 10/24/21
EXHIBIT "A"
RIGHT-OF-WAY VACATION
PART OF THE N.E. 1/4 SECTION 34, T. 13 S., R. 25 E.,
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

DESCRIPTION:

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST, IN THE
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE S
21°7'37" E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 773.30
FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNETH ROAD, AS NOW ESTABLISHED, SAID
POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S 21°7'37" E, ALONG THE EAST LINE OF
THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 556.45 FEET TO A POINT ON THE SOUTH LINE
OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING THE
NORTH EAST PLAT CORNER OF LEAWOOD FALLS, FIRST PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF
LEAWOOD, JOHNSON COUNTY, KANSAS; THENCE S 87°25'56" W, ALONG THE SOUTH LINE OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, AND THE NORTH PLAT LINE OF SAID LEAWOOD
FALLS, FIRST PLAT AND LEAWOOD FALLS, FOURTH PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF
LEAWOOD, JOHNSON COUNTY, KANSAS, A DISTANCE OF 30.00 FEET; THENCE N 21°7'37" W, 30.00 FEET WEST
OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF
676.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID KENNETH ROAD; THENCE
SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID KENNETH ROAD, ON A CURVE TO THE LEFT
SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 11°37'19" E AND A RADIUS OF 756.20 FEET, AN ARC
DISTANCE OF 123.94 FEET TO THE POINT OF BEGINNING, CONTAINING 18288 SQUARE FEET OR 0.4196 ACRES,
MORE OR LESS.

I HEREBY CERTIFY THAT THIS REAL
PROPERTY LEGAL DESCRIPTION HAS
BEEN PREPARED BY ME OR UNDER
MY DIRECT SUPERVISION.

[Signature]

CERTIFICATE OF AUTHORIZATION KANSAS LAND
SURVEYING - L-62
PROJECT NO. 180224
DATE: 10-29-18

CERTIFICATE OF AUTHORIZATION MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007001068

BY: DAG
EXHIBIT "A"
RIGHT-OF-WAY VACATION
PART OF THE N.E. 1/4 SECTION 34, T. 13 S., R. 25 E.,
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

POINT OF COMMENCING
NE COR. N.E. 1/4,
SEC. 34-13-25

W. RIGHT-OF-WAY LINE
E. LINE NE 1/4,
SEC. 34-13-25

TRACT D
LEAWOOD
MARKET
CENTER

I.T.B.=S11°37'19"E,
R=756.20'...123.94'

POINT OF BEGINNING

K.E. 37'37"E,
597'72"N...55.45'

S. LINE NE 1/4, NE 1/4,
SEC. 34-13-25 &
N. Plat LINES

NE Plat Cor,
Leawood Falls,
1st Plat
587'25"56"W...30.00'

2 3 4 5 6 7
Leawood Falls,
Fourth Plat

TRACT E
Leawood Falls,
First Plat

SCALE: 1"=200'

I HEREBY CERTIFY THAT THIS REAL
PROPERTY LEGAL DESCRIPTION HAS
BEEN PREPARED BY ME OR UNDER
MY DIRECT SUPERVISION.

SHEET 2 OF 2

THOMAS D. PHELPS, KS, LS-1075
KANSAS LAND SURVEYOR
To: Mayor Peggy Dunn and Councilmembers  
    Scott Lambers, City Administrator  

From: Dawn Long, Finance Director  

Date: March 4, 2019  

Re: Pre-Budget Public Input Hearing on the 2020 Budget  

Attached is a resolution calling for a pre-budget public input hearing to be conducted at the April 1, 2019 Governing Body meeting and directing the City Clerk to publish the same. This hearing gives the public the opportunity to ask questions, make statements, etc., on the 2020 Budget. Preparation on the operating budget began in February and departmental budget submissions will be reviewed this month.

Please contact me if you should have any questions.
RESOLUTION CALLING FOR A PRE-BUDGET PUBLIC HEARING TO BE HEARD ON MONDAY, APRIL 1, 2019, AT 7:30 P.M., OR AS SOON THEREAFTER AS MAY BE HEARD, ON THE 2020 FISCAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS

WHEREAS, the City of Leawood, Kansas desires to conduct a Pre-Budget Public Hearing on the 2020 Fiscal Budget for the City of Leawood, Kansas; and

WHEREAS, the City directs a public hearing to be held on Monday, April 1, 2019, at 7:30 P.M., and publish notice of same in the official city newspaper.

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

SECTION ONE: That a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood, Kansas, on Monday, April 1, 2019, at 7:30 P.M., or as soon thereafter as may be heard, at the Leawood City Hall, 4800 Town Center Drive, Leawood, Johnson County, Kansas, for the purpose of considering the proposed 2020 Fiscal Budget.

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

PASSED by the Governing Body this 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE 2020 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a pre-budget public hearing in the City Council Chambers at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas, at 7:30 P.M., or as soon thereafter as may be heard, on Monday, April 1, 2019 on the 2020 Fiscal Budget for the City of Leawood, Kansas.

The hearing may be adjourned from time to time, as deemed necessary by the Governing Body. All persons desiring to be heard with reference to the 2020 Fiscal Budget will be heard at said time.

DEBRA HARPER, CMC
CITY CLERK
Memo

To: Mayor Dunn and City Council
From: Chris Claxton, Director
CC: Troon
Ironhorse Advisory Board

Date: 2/22/2019
Re: Revision to 2019 Fee Schedule – Corporate Golf Pass at Ironhorse Golf Course

The City’s management company for Ironhorse Golf Course, Troon Golf, is recommending the establishment of a Corporate Annual Pass as per the attached.

The proposal was made to the Ironhorse Advisory Board on October 26, 2018 and was approved to be recommended to the Governing Body.

As you can see, the program is similar to the Triple Crown Pass program, but geared more towards the business community. It is also structured to encourage a bigger commitment to making Ironhorse the participant’s “home course”.

These proposed fees will require a revision to the 2019 fee schedule.

Please let me know if you have any specific questions prior to the meeting.
RESOLUTION NO. __________


WHEREAS, the Code of the City of Leawood, 2000, ["Code"] omits certain fee schedules for reasons of economy and expediency;

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

WHEREAS, the City Administrator hereby desires to revise the fees for 2019 at Ironhorse Golf Course.

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

SECTION ONE: That the Governing Body hereby approves and authorizes the addition of the fee package, marked as Exhibit "A" and attached hereto, to the 2019 Schedule of Fees; and otherwise not modifying the 2019 Schedule of Fees as approved in Resolution No. 5061.

SECTION TWO: That Resolution No. 5061 is hereby revised.

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

SECTION FOUR: That this resolution shall become effective upon passage and publication once in the official city newspaper.

PASSED by the Governing Body this 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

[SEAL]  

Peggy J. Dunn, Mayor

ATTEST:

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

Patricia A. Bennett, City Attorney
SPECIAL PROGRAMS

**Corporate Package Pass Holders**
March 1st through end of February each annual cycle. No pro-rating of fees offered. Program for Leawood, Kansas corporations & LLC’s.

Initial purchase must be for at least 5 passes and lump sum payment from corporate entity of record. Subsequent to initial purchase, and at least 5 pass holders are current, purchases of less than 5 passes can be made by said corporation or LLC. Each pass purchased must be designated to only one user and is non-transferable.

Minimum purchase of 5 passes; Maximum 15 pass holders

Minimum $500.00 purchase of individual golf lessons [regular lesson rates apply]

Host minimum of one annual Vista 154 event; $1,000.00 Minimum purchase including rental & food [bar charges not applicable towards minimum purchase]

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

LEAGUES

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

| League Rate | $30.00 |
TOURNAMENTS
Groups of 12 or more players are invited to choose Ironhorse as their event venue. Customized group packages are available upon request, with prices ranging from $30 to $70 per player depending upon the day of the week, time of day and field size.

SCHOOLS

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH SCHOOL</td>
<td>$500.00 per school, per season</td>
</tr>
<tr>
<td>COLLEGE</td>
<td>$2,250 per school</td>
</tr>
</tbody>
</table>

“OFF-SEASON” RATES
From November 2, 2018 through March 15, 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee [Mon-Thu]</th>
<th>Fee [Fri-Sun]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime [Open – 2:00]</td>
<td>$41.00</td>
<td>$51-.00</td>
</tr>
<tr>
<td>Twilight [2:00 PM]</td>
<td>$31.00</td>
<td>$31.00</td>
</tr>
<tr>
<td>Senior (60+)</td>
<td>$31.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Junior</td>
<td>$21 walk/$31 ride</td>
<td>$40 walk/$41 ride</td>
</tr>
</tbody>
</table>

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

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

GHIN HANDICAP SERVICE
Any golfer is invited to purchase a 2019 GHIN Handicap Account through Ironhorse Golf Club for a $30 annual fee. Please inquire with our Professional Staff to sign up.
TO: Peggy Dunn, Mayor  
City of Leawood City Council  
Scott Lambers, City Administrator

FROM: David Williams, Fire Chief

DATE: March 4, 2019

SUBJECT: Renewal of Burn Tower and Facilities Agreement with Southern Platte Fire Protection District

The Fire Department is requesting the renewal of a five year facility use agreement with Southern Platte Fire Protection District (SPFPD) for the use of their burn tower and training facilities.

As part of our annual training schedule, the fire department conducts live burn training at SPFPD. Live burn training is a critical part of our training calendar as responding to fires is one of the most hazardous parts of our job. It is imperative that we train to maintain and advance our skills in a controlled environment. SPFPD is a Class A burn facility meaning it uses wood and other natural products. This is much more realistic and a better training experience than you can get using gas fed burn facilities.

We typically schedule annual training at SPFPD on three consecutive days with each shift training on their scheduled day off. This does incur an overtime cost.

We also have a similar agreement with Overland Park that gives us access to a closer training facility and tower that we can use for a variety of single company (one apparatus) drills during normal duty hours.

The training agreement that we have with SPFPD is one of the key reasons we were able to earn an ISO 1 rating.

The fees associated with this agreement will be paid from Account-# 22530.633400 Fire Service Operations – Training. SPFPD did not increase any of their fees from the last agreement.

Please let me know if you have any questions.

Respectfully submitted,

David Williams Fire Chief
RESOLUTION NO. ____________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USAGE AGREEMENT BETWEEN THE CITY AND SOUTHERN PLATTE FIRE PROTECTION DISTRICT, PERTAINING TO LIVE FIRE TRAINING AND USAGE OF THE SOUTHERN PLATTE FIRE PROTECTION DISTRICT TRAINING CENTER, LOCATED AT 8795 NW ‘N’ HIGHWAY, KANSAS CITY, MO, FOR A 5-YEAR PERIOD

WHEREAS, the parties entered into a Facility Usage Agreement on April 20th, 2015, pertaining to live fire training and usage of the Southern Platte Fire Protection District’s training center; and

WHEREAS, the parties desire to execute a Facility Usage Agreement to allow usage of the training center.

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 Facility Usage Agreement between the City and Southern Platte Fire Protection District, 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 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
THIS AGREEMENT is made this ___29th_ day of January, by and between Southern Platte Fire Protection District a Missouri Political Subdivision in (hereinafter the “Owner”), and City of Leawood (hereinafter the “User”).

WHEREAS, Owner controls certain Property located at 8795 NW “N” Highway Kansas City, Missouri 64153 which user desires to use for purposes of conducting exercises, classes, meetings, conferences, or demonstrations for educational purposes; and

WHEREAS, the parties desire to enter into an agreement, setting forth their respective rights and responsibilities relating to the usage of the Property.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

1. **Permission to Use.** Owner hereby gives User the permission to use the above specified portions of the Property during the above Time Period for the above-described Type of Event (hereinafter the “Event”). In the event permission shall be for Annual Usage, such Annual Usage shall consist of up to eighteen (18) Events per contract, each such Event to consist of 3 to 6 Events per year, each such Event to consist of usage during one calendar day for a period not to exceed eight (8) hours, with all such days to be scheduled in advance subject to availability as provided in paragraph 7, below. In licensing the Property hereunder, however, Owner does not relinquish its right to control the Property and to enforce all necessary and proper rules for the management and operation of the same.

2. **Payment of Fee.** User agrees to pay Owner the Fee as stated above. Payment is due within 30 days of receipt of an invoice. User agrees to pay interest and attorney’s fees if the invoice is not paid upon receipt. Prior to User’s use of the Property, User agrees to pay Owner the non-refundable Fee Deposit as stated above
to be applied toward the Fees and Damage/Security Deposit as stated above to be applied toward any amounts due from User for damage to the Property.

3. **Supplies.** User shall be responsible to Owner for the cost associated with the following consumables and supplies as specified:

4. **Loss and Damage.** Damage to or loss or destruction of the Property and items contained therein (including appliances, equipment, furniture and furnishings, if any) caused by the willful act or negligence of User, or any guest, invitee, or employee of User, shall be promptly repaired or replaced by User to the satisfaction of Owner, or in lieu of such repair or replacement, User shall pay to Owner an amount of money sufficient to compensate for the required repair and/or replacement. Owner may retain the Damage/Security Deposit in full or partial satisfaction of any liability of User hereunder.

5. **Safety Guidelines.** User agrees to comply with all rules, regulations, guidelines and suggestions set forth in Owner's Safety Guidelines, *that pertains to the use of the facility*, as detailed in the attached Exhibit A and incorporated herein.

6. **Purpose and Restrictions.** User may not use the Property for any purpose other than the Event as described above. User agrees to all restrictions and instructions regarding the use of the Property as described in the attached Exhibit A. User shall not use the Property for any unlawful purpose nor any purpose inconsistent with the purposes of Owner. User shall not use the Property in any way which would constitute a nuisance, shall not damage or waste the Property in any way, and shall not obligate Owner in any way.

7. **Advance Notice for Usage.** In the event this Usage Agreement shall be for Annual Usage, then the dates and times of usage for each Event shall be scheduled at least thirty (30) days in advance of such Event and User shall give Owner thirty (30) days advance notice of any desired change to such schedule. In the event this Usage Agreement shall be for daily or hourly usage, if User desires to use the Property on dates and/or times other than those listed above, User shall give Owner seven (7) days advance notice of the date and time desired. Either party (User or Owner) may terminate the Agreement upon ninety (90) days written notice.

Owner may, but is not required to, grant permission to use the Property on these alternative dates and/or times.

8. **Alterations by User.** User shall not make any alterations to the Property without first obtaining Owner's written approval of such alterations; User agrees that any improvements made by it shall immediately become the property of Owner and shall remain upon the Property in the absence of a written agreement to the contrary. User shall not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Property without first obtaining Owner's written consent.

9. **Insurance and Release.** User shall maintain a minimum of $1,000,000 liability insurance for the purpose of the Event and shall deliver to Owner prior to the Event a certificate evidencing the same. User and all of User's guests, invitees, employees and agents shall assume all risks of use. User, for itself and its employees, agents, guests, and invitees hereby releases and discharges Owner from any and all liability of any kind arising from User's use of the property that is wholly or partly a result of the negligence or other actionable fault of the User, its employees, agents, guests and invitees. Owner assumes no responsibility for any property of User, its employees, agents, guests or invitees placed in or on the Property and is hereby expressly released from any and all liability for loss, injury or damage to such property. Owner and User are not partners, joint ventures, principals, and agents or otherwise related in any way.
10. **User Not a Lessee.** No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in User by anything contained in this Agreement or by User's use of the Property.

11. **Assignment.** This permission to use the Property is personal to User and User shall not assign in whole or in part, any part of the Property or permit the use of any part of the Property by any other person, firm or entity without the prior written consent of Owner.

12. **Remedies Cumulative.** No mention in this Agreement of any specific right or remedy shall preclude Owner from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; the failure of Owner to insist in any one or more instances upon strict performance of any covenant of this Agreement or to exercise any option or right contained herein shall not be construed as a waiver of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Owner.

13. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be deemed to explain or modify the interpretation or meaning of any provision in this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties.

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<th>OWNER: Southern Platte Fire Protection District</th>
<th>USER: City of Leawood</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NAME: Richard Carrizzo</strong> DATE: January 29, 2019</td>
<td><strong>NAME: Peggy Dunn</strong> DATE:</td>
</tr>
<tr>
<td><strong>TITLE: Fire Chief</strong></td>
<td><strong>TITLE: Mayor</strong></td>
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<td><strong>SIGNATURE:</strong></td>
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A. Live Fire Training

Section 1: Purpose

1-1 This document addresses live fire training evolutions conducted at the Southern Platte Fire Protection District Training center (TC). This document is provided with the expressed intent of minimizing exposure to risk for any persons engaged in, instructing or observing live fire training exercises.

A. All live fire-training evolutions conducted at the TC shall be conducted using an Incident Management System (IMS). IMS approved by the Metro Fire Chiefs are acceptable. Agencies utilizing other incident management systems shall submit a copy of the system used to the TC staff for review and approval. The TC staff reserves the right to require additional safety precautions as needed, including but not limited to designating instructor-student ratios, additional safety officers, required presence of TC staff and/or instructors. Lines of authority shall be made clear to all participants prior to the start of live fire training to ensure efficient management of expected and unforeseen situations and to provide reasonable margins of safety to all participants.

B. Live fire training evolutions shall be carefully planned and closely supervised by instructors.

Section 2: Instructors

2-1 Safety shall be the primary responsibility of the instructor(s) at all times. Instructors shall be responsible for full compliance with safety guidelines at all times.

2-2 All instructors shall meet one or more of the following criteria:

a) University of Missouri Instructor I certification
b) University of Kansas Instructor I certification
c) Instructor I certification from agency recognized by the International Fire Service Accreditation Congress or National Professional Qualifications Board.
d) Successful completion of the National Fire Academy Educational Methodology resident course.
e) Recognition by Southern Platte Fire Protection District as a subject matter expert, generally due to completion of a course of study or verified prior field experience.

2-3 The participating student-instructor ratio shall be dependent upon the student body's prior experience and assessment by the instructor(s). The general ratio should be a minimum of one instructor for every two companies. The student-instructor ratio shall take into account the potential level of risk and additional instructors shall be assigned to ensure levels of safety.

2-4 Instructors shall closely monitor students during ALL TRAINING exercises and have knowledge of their location at all times.
Section 3: Safety Officer

3-1 A safety officer shall be appointed for all live fire training exercises (NFPA 1521, 3-8.2).

3-2 The safety officer shall have the authority to intervene and control any aspect of the operations when, in his or her judgment, a potential or actual danger of accident or unsafe condition exists.

3-3 The safety officer’s responsibilities include, but are not limited to, the prevention of unsafe acts and the elimination of unsafe conditions. The safety officer shall not be assigned duties that will interfere with these responsibilities.

3-4 The safety officer or lead instructor shall have direct control of any emergency fuel shutoff dead man switches during live fire training exercises.

3-5 The safety officer may required the presence of additional assistant safety officers depending on current conditions including, but not limited to, large numbers of personnel, recruit or other inexperienced personnel, multiple concurrent evolutions, etc.

Section 4: Minimum Training Requirements

4-1 All personnel participating in live structural fire training exercises shall meet the Firefighter I requirements of NFPA 1001, Fire Fighter Professional Qualifications.

4-2 All personnel participating in live outdoor fire training exercises shall have received basic training in the following areas:
   a) Safety
   b) Self Contained Breathing Apparatus
   c) Fire Behavior
   d) Fire hose, appliances and streams
   e) Fire department organization /Incident Management System

Section 5: Protective Clothing and Equipment

5-1 All students, instructors and safety personnel shall wear all protective clothing and equipment when participating in any live fire training exercise. Pump and aerial apparatus operators whose duties will not require them to enter the structure at any time during live fire training may be exempted from this requirement at the discretion of the safety officer.

5-2 Self-contained breathing apparatus shall be used when any of the following conditions exist or may exist in the training area atmosphere:
   a) Contamination from products of combustion
   b) Elevated temperatures
   c) Reduced oxygen levels
   d) Synthetic smoke levels which dictate the use of SCBA in accordance with AAI recommendations (Fire Trainer T-2000 operations and Maintenance Manual p. vi.)
5-3 Full protective clothing and equipment shall include all of the following:

   a) Protective coat
   b) Protective pants
   c) Gloves
   d) Protective footwear
   e) Helmet
   f) Protective hood
   g) Self contained breathing apparatus

Protective clothing and equipment shall meet all applicable NFPA standards. The use of PASS devices is required when they are available as a part of the user agency's normal protective clothing ensemble.

Section 6: Pre-Fire Briefing Session

6-1 Prior to conducting any live fire training exercises, a pre-fire briefing session shall be conducted for all participants. The pre-fire briefing shall include discussion of:

   a) Chain of command, instructors, safety officer identification
   b) Safety procedures and escape routes
   c) Orientation on structure layout, props to be used
   d) Evolutions to be conducted
   e) Crew assignments, radio use and identification signals
   f) Emergency procedures and signals

Section 7: Live Fire Training Site

7-1 All interior areas shall be inspected for hazards prior to use. All hazards shall be removed or isolated prior to live fire training exercises. Any hazard that cannot be removed or isolated shall be discussed during the pre-fire briefing session.

7-2 All exterior areas shall also be inspected for hazards prior to use. All hazards shall be removed or isolated prior to live fire training exercises. Any hazard that cannot be removed or isolated shall be discussed during the pre-fire burn session.

7-3 There shall be ample room provided around all props to ensure that there is sufficient room for crews to operate safely. The site shall be free of combustible exposures and/or obstructions.

7-4 Downwind areas will be surveyed to determine the effect of synthetic smoke on any potential exposures, including adjacent roadways. Training shall not be conducted if a significant exposure risk exists.

7-5 The lead instructor and/or safety officer shall determine weather conditions and anticipated changes in weather and their effect on training exercises. Conditions such as wind speed and direction, temperature extremes, precipitation and dangerous lighting or storm conditions shall be considered and monitored throughout the duration of training.
Section 8: Fuel Materials

8-1 The only approved fuel for live interior fire training shall be supplied by or approved by the owner prior to use.

8-2 The only approved fuels for live exterior fire training shall be supplied by or approved by the owner prior to use.

8-3 Small quantities of Class A and/or Class B materials may be used for the purpose of conducting outdoor fire extinguisher drills using the burn containers.

8-4 Any deviations from Sections 8-1, 8-2 and/or 8-3 must have the written permission of the Division Chief-Services or his representative prior to use.

Section 9: General Safety and Administrative Requirements

9-1 Sufficient backup lines and personnel shall be provided to ensure adequate protection for personnel on training attack lines.

9-2 The Lead Instructor/Training Incident Commander (IC) of the live fire training exercise shall determine, prior to the start of training, how many training and backup lines will be necessary. All interior lines shall be a minimum of 1 ½ inch diameter with appropriate nozzles. Booster lines, grass lines and other smaller diameter lines shall not be used for live fire interior fire training.

9-3 Booster lines may be used to extinguish the fire of exterior props at the discretion of the lead instructor/IC, dependent on existing and maximum possible fire conditions.

9-4 Each functional crew shall be under the supervision of an officer or acting officer. Crew size shall be dictated by task staffing requirements. When possible, all officers shall be provided with radio communication.

9-5 Emergency medical services (BLS) shall be available to handle any injuries.

9-6 A personnel accountability system shall be used during live fire training exercises.

9-7 A staging area shall be designated that provides adequate area for participants. When temperature or physical exertion extremes are anticipated, sufficient rehabilitation facilities shall be available for participants and instructors.

9-8 Spectators and visitors shall be restricted to an area outside the operations area perimeter as established by the safety officer. Spectators or visitors may only be permitted within the perimeter after being equipped with proper protective clothing and equipment and shall be accompanied by a fire department representative when practical.
Section 10: Reporting

10-1 The following records and reports shall be maintained on all interior and exterior live fire training exercises:

a) List of instructors and their assignments
b) List of students
c) Description of activities
d) Description of unusual conditions encountered and actions taken

10-2 Reportable accidents and injuries shall be documented in a written narrative format and submitted to the SPF PD Division Chief – Training or his/her designee no later than the same day at the end of the training session. Any injury, no matter how minor, that requires medical attention shall be documented.
B. Trench and Confined Space Rescue

Section 1: Purpose

1-1 This part of the document addresses use of the trench rescue and confined space rescue props. The intent is to minimize exposure to risk for all participants and instructors during trench and/or confined space rescue training.

1-2 Entries into the trench and/or confined space rescue areas shall be conducted in accordance with applicable OSHA standards, with particular attention to air monitoring and safe operating procedures (see Section 3).

1-3 All applicable safety, instructional and operational requirements in Part A of this document shall be in effect for use of the trench and confined space rescue props.

Section 2: Instructors

2-1 All instructors shall be able to provide proof of expertise in the appropriate area of instruction. Such proof may be in the form of documented instructor training in that area, prior job and/or teaching experience in that area, or any other combination of education and expert that is approved by the TC Staff. The Southern Platte Fire Protection District reserves the right to refuse use of facilities to any agency not able to provide a qualified instructor. If any outside agency is not able to provide a qualified instructor, they may contract with the Southern Platte Fire Protection District to provide a qualified instructor for the training period.

Section 3: Safety Officer, Safety and Air Monitoring

3-1 The lead instructor may act as safety officer when no more than two companies or crews participating in the training exercise. When three or more companies or any other large group of students are present, a safety officer shall be appointed.

3-2 Trench and confined space rescue props shall be monitored for air quality prior to training. The lead instructor or safety officer shall monitor the following:

   a) Oxygen
   b) Carbon monoxide
   c) Explosive/toxic gases

Air quality shall also be monitored periodically throughout the training exercises, generally as a part of the activities involved in each entry into the props.

3-3 Oxygen levels in the trench/confined space rescue props shall be equal to ambient outside levels. If unacceptable levels are found, the props shall be mechanically ventilated until acceptable levels are attained. The lead instructor and/or safety officer shall investigate the cause of the initial unacceptable level and mitigate any problems found.
3-4 Carbon monoxide levels in the trench/confined space rescue props shall be equal to ambient outside levels. If unacceptable levels are found, the props shall be mechanically ventilated until acceptable levels are attained. The lead instructor and/or safety officer shall investigate the cause of the initial unacceptable level and mitigate any problem found.

3-5 Explosive and/or toxic gas levels in the trench/confined space rescue props are not allowed and must be purged from the space prior to any entry by instructor or students. Exception: After the space has been ventilated and meets all requirements of section 3-3, 3-4 and 3-5, small amounts of product may be introduced into the spaces for the purpose of practicing air monitoring and utilizing ventilation to reduce air quality hazard. Personnel shall not enter the spaces until air quality is acceptable.

3-6 Guardrails shall be fixed in place at all times. Individual sections may be temporarily removed to access a specific area for training purposes.

3-7 Personal protective clothing and equipment, retrieval systems and stand-by rescue crews shall be utilized in accordance with OSHA requirements.

3-8 Fire apparatus, portable generators or pumps, or any other internal combustion engine driven device shall not be operated in such close proximity to the trench/confined space rescue props that the exhaust from such engine could enter and accumulate within the space. If internal combustion engines must operate closely to the props, the lead instructor and/or safety officer shall frequently monitor the spaces for hazardous atmospheres as outlined in Sections 3-2 through 3-5 above and shall immediately halt any operations if atmospheric hazards are detected, and shall remove or disable the source of the contamination.
C. High-Angle, Rope Rescue and Rooftop Operations

Section 1: Purpose

1-1 This part of the document addresses use of the training tower and rooftop areas. The intent is to minimize exposure to risk to all participants and instructors during any training conducted above grade level.

1-2 All applicable safety, instructional and operational requirements in Part A of this document shall be in effect for use of above grade areas of the training tower.

Section 2: Instructors

2-1 All instructors shall be able to provide proof of expertise in the appropriate area of instruction. Such proof may be in the form of documented instructor training in that area prior job and/or teaching experience in those areas, or any other combination of education and experience that is approved by the TC Staff. The Southern Platte Fire Protection District reserves the right to refuse use of facilities to any agency not able to provide a qualified instructor. If any outside agency is not able to provide a qualified Instructor, they may contract with the Southern Platte Fire Protection District to provide a qualified instructor for the training desired.

Section 3: Safety and Rope Rescue Equipment

3-1 The lead instructor may act as safety officer when no more than two companies or crews are participating in the training exercise. When three or more companies or any other large group of students are present, a safety officer shall be appointed.

3-2 All ropes, harneses, carabineers and other equipment used shall meet the requirements of NFPA 1983, Fire Service Life Safety Rope, Harness, and Hardware. Unapproved, non-maintained or damaged equipment shall not be used. The Southern Platte Fire Protection District reserves the right to inspect all equipment used by any agency and refuse use of facilities to any agency using unapproved equipment.

3-3 Guardrails shall be fixed in place at all times. Individual sections may be temporarily removed to provide access to a specific area of the tower rooftop area for training purposes, such as lowering ropes.

3-4 Personal protective clothing and equipment shall be utilized in accordance with NFPA requirements.

Section 4: Roof Operations

4-1 Guardrails shall be fixed in place at all times. Individual sections may be temporarily removed to provide access to a specific area of the roof area for training purposes, such as aerial or ground ladder placement. Personnel shall not hoist equipment from unguarded areas.
4-2 The use of roof ladders is recommended during operations on inclined roof surfaces. The safety officer or lead instructor may require the use of roof ladders any time that less than optimal footing conditions exist. Roof ladders shall be used any time that inclined surfaces are wet or slick from weather conditions or hoselines.

D. Hazardous Substances

Note:

No hazardous substances will be permitted on site without the authorization of the Division Chief – Services or his/her designee. When such substances are permitted on site, the quantity shall be limited to only that which is required to fulfill the needs of planned training exercises. While on site, these substances shall be appropriately stored, marked and secured when not in use. Disposal of any waste or residue shall be in accordance with regulations currently in effect for the material used. Companies or agencies bringing hazardous substances onto the site shall be responsible for any cleanup and disposal costs and reporting requirements that may result from normal training usage or any leaks, spills or other product releases that necessitate cleanup.
TO: Peggy Dunn, Mayor  
City of Leawood City Council  
Scott Lambers, City Administrator

FROM: David Williams, Fire Chief

DATE: March 4, 2019

SUBJECT: Renewal of Burn Tower and Training Facilities Agreement with Overland Park

The Fire Department is requesting the renewal of a five year facility use agreement with Overland Park for the use of their burn tower and training facilities.

As part of our annual training schedule, the fire department conducts a variety of firefighting drills at the company level (one apparatus). We do some of those drills in Leawood, but many of them require a training tower or dedicated facility. We typically send an apparatus over for a few hours while on duty to complete those drills.

The training agreement that we have with Overland Park is one of the key reasons we were able to earn an ISO 1 rating.

Overland Park did not increase any of their fees from the last agreement.

The fees associated with this agreement will be paid from Account 22530.633400 Fire Service Operations - Training

Please let me know if you have any questions.

Respectfully submitted,

David Williams Fire Chief
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF LEAWOOD AND THE CITY OF OVERLAND PARK FOR THE USE OF OVERLAND PARK FIRE DEPARTMENT FACILITIES, EQUIPMENT AND BUILDINGS, PERTAINING TO FIRE TRAINING EXERCISES, FOR A 5-YEAR PERIOD

WHEREAS, the City of Leawood and the City of Overland Park entered into a Facility Use Agreement on April 20th, 2015 to allow Leawood Fire personnel to access Overland Park facilities, equipment and buildings for training purposes; and

WHEREAS, the parties desire to execute a Facility Use Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Facility Use Agreement between Leawood and Overland Park, 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 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
AGREEMENT BETWEEN
CITY OF OVERLAND PARK, KANSAS AND
THE CITY OF LEAWOOD, KANSAS

This AGREEMENT is made and entered into this ___ day of March, 2019, by and between the City of Overland Park, Kansas, hereinafter “The City”, and the City of Leawood, Kansas, hereinafter “Leawood”;

WITNESSETH:

WHEREAS, The City and Leawood have agreed to enter into a facility use agreement to govern the use of specified City of Overland Park Fire Department, hereinafter the "OPFD", facilities, equipment and buildings by the Leawood Fire Department, ["LFD"].

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and Leawood for itself, and its successors, as follows:

ARTICLE I. LFD will be allowed the use of the following facilities, equipment and buildings located at the OPFD Fire Training Facility for the term specified herein and subject to the terms and conditions provided in this agreement. These facilities include:

1. Training tower and live-fire simulator. Available for daily sessions and Saturday when scheduling allows. Tower and simulator include:
   a. Five story training tower
   b. Smoke machines
   c. Standpipe system
   d. Sprinkler lab
   e. SCBA maze
   f. Six (6) natural gas burn props
   g. Ventilation prop

   Operators of the live-fire simulator will be provided by OPFD.

2. Technical Classroom Building (TCB): The TCB will be available. LFD will have access to the classroom/south bay and restroom facilities of the TCB. Equipment and facilities of the TCB for use by LFD includes:
   a. Restroom/shower facilities
   b. Air compressor/cascade system to recharge LFD SCBA cylinders

3. Exterior props: LFD will have access to exterior props. Exterior props include:
   a. Simulated fuel spill-LP- fueled
   b. Car fire-LP- fueled
   c. Dumpster-LP- fueled
   d. Transformer-LP- fueled

4. Other items provided by OPFD include:
   a. Routine maintenance/cleaning of facility and props.

ARTICLE II: Items that will be supplied/purchased by LFD include, but is not limited to, the following:
a. Propane for exterior props.
b. Protective clothing.
c. Self-contained breathing apparatus.

ARTICLE III: LFD Responsibility:
   a. LFD agrees to leave facility and props in the same condition in which they are found.
   b. LFD agrees to pay for any damages to facility/props incurred as a result of negligence on the part
      of instructors or firefighters.

ARTICLE IV: The fee schedule for the facilities, equipment and services specified in Article I is as follows
   for calendar years 2019-2024. OPFD to invoice LFD on December 1 of each calendar year.

**Training Tower**
Daily Rate:
   • $400.00 for 8 hours
   • $250.00 for 4 hours

**Fire Simulator**
Daily Rate, includes setup, shutdown, gas, & operator:
   • $600.00 for 4 hours
   • $1000.00 for 8 hours

**Propane Props**
Daily Rate:
   • $300.00 for 4 hrs (plus cost of the propane)
   • $540.00 for 8 hrs (plus cost of the propane)

ARTICLE V. The term of this Agreement will begin on execution of this Agreement and continue through
Calendar Year 2024 unless otherwise terminated pursuant to the provisions of this Agreement. Either party
may cancel this Agreement at any time provided not less than 90 days written notice is provided. Should
cancellation of this Agreement be initiated, the other party will be reimbursed actual verified expenses incurred
attributed to this agreement.

ARTICLE VI. This Agreement constitutes the entire agreement between the parties and supersedes all prior
agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified
or amended except as provided herein.

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

ARTICLE VIII. Should any provision of this Agreement be determined to be void, invalid, unenforceable or
illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining
provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable,
unless such invalidating shall materially affect the respective obligations or rights of a party.

ARTICLE IX. The parties agree to comply with all applicable city, state and federal laws, rules, regulations
and executive orders governing equal employment opportunity, and nondiscrimination, including the
Americans with Disabilities Act.

ARTICLE X. If either party's performance under this Agreement depends upon the appropriation of funds
by its governing body, and if that governing body fails to appropriate the funds necessary for performance,
then such party may provide written notice of this to the other and cancel this Agreement without further obligation.

ARTICLE XI. Each party shall bear whatever responsibility the law provides for its and its agents actions or omissions. In consideration of the agreement between the City and Leawood, both parties agree to indemnify and save harmless each other, their agents and employees, to the extent permitted by law, from claims arising out of such party's negligent use or maintenance as required herein, but only to the extent that it is allowed by law and such indemnification does not amount to a waiver of any governmental or sovereign immunity available to either party.

ARTICLE XII. Neither the City nor Leawood nor any personnel of either the City or the LFD will for any purpose be considered employees or agents of the other. City and LFD assume full responsibility for the actions of its respective personnel, and are each solely responsible for their supervision, daily direction and control, payment of salaries (including withholding income taxes and social security), worker's compensation and disability benefits.

ARTICLE XIII. The LFD agrees that it will use this facility and equipment exclusively for programs operated by the LFD and that any sub-contracting or assignment to third parties is strictly prohibited without the prior written consent of the City.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf, thereunto duly authorized, the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By

Bill Ebel, City Manager

ATTEST:

Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

Eric Blevins
Assistant City Attorney II

City of Leawood:

By:

Peggy Dunn, Mayor

3
ATTEST:

Debra Harper, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney
Staff Review
Fact Sheet

SUBJECT: RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT BETWEEN WATERONE AND THE CITY OF LEAWOOD FOR RELOCATION OF 143RD STREET WATER DISTRIBUTION MAINS
March 4, 2019

DISCUSSION
The attached Agreement with WaterOne in the amount of $1,305,282.00 is to relocate their water lines within the project limits of the 143rd Street Windsor to Overbrook improvement project. The relocation of the water mains will be included with the City’s bid documents for the 143rd Street widening project.

Leawood is responsible for 62%, estimated at $809,275, of the relocation costs due to WaterOne being within their private easements for that portion of the project. WaterOne will reimburse Leawood 38%, estimated at $496,007, of the relocation costs where WaterOne’s lines are within the public Right-of-Way.

The cost for these relocations was included in the budget for the 143rd Street project. Construction of 143rd will begin in the spring of 2019.

It is the recommendation of the Public Works Department that the City Council approves the Agreement with WaterOne in the amount of $1,305,282 and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

ACTION TO BE TAKEN
Approve Agreement with WaterOne

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$1,305,282.00

FUND SOURCES
Project Number 80129
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND WATERONE, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT BETWEEN WINDSOR AND OVERBROOK ROAD [PROJECT # 80129]

WHEREAS, the City desires to make certain improvements to 143rd Street between Windsor and Overbrook Road which impact the water system in the area;

WHEREAS, WaterOne desires to cooperate with the City; and

WHEREAS, the parties desire to enter into an Intergovernmental Agreement pertaining to the water system along 143rd Street between Windsor and Overbrook Roads.

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 Intergovernmental Agreement between the City and WaterOne, 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 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
INTEGOVERNMENTAL AGREEMENT BETWEEN WATERONE AND THE CITY OF LEAWOOD, KANSAS FOR THE RELOCATION OF WATER DISTRIBUTION MAINS

THIS AGREEMENT is made this ____ day of ______________, 2019, by and between the City of Leawood, a municipal corporation of the State of Kansas, hereinafter called the "City," and Water District No. 1 of Johnson County, a quasi-municipal corporation of the State of Kansas, hereinafter called "WaterOne."

WITNESSETH that:

WHEREAS, the City has determined that it is appropriate to reconstruct West 143rd St, from approximately Windsor Rd to Overbrook Rd and Kenneth Rd from approximately West 144th St to West 142nd St. (the "Public Improvement"), City Project 46 N-0656-01; and

WHEREAS, the construction area is located in the vicinity of Sections 2 & 3, Township 14, Range 25 and Sections 34 & 35, Township 13, Range 25 in Leawood, Johnson County, Kansas; and

WHEREAS, as part of the said Public Improvement, it is necessary to reconstruct and otherwise relocate water facilities which are presently either located in public right-of-way or public utility easement, or located outside public right-of-way or public utility easement (WaterOne Project Number RA-16003) (the "Relocations"); and

WHEREAS, WaterOne has agreed to the Relocations subject to the cost of said Relocations being allocated between the City and WaterOne as set forth herein; and

WHEREAS, the City is willing to undertake the Relocations as a part of the Public Improvement subject to the terms and conditions of this Agreement; and

WHEREAS, the City and WaterOne have determined to enter into this Agreement for the aforesaid Public Improvement as authorized and provided by K.S.A. 68-169, K.S.A. 12-2908; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote of the body on the ____ day of ______________, 2019.

WHEREAS, the governing body of WaterOne did approve and authorize its Board Chairman to execute this Agreement by official vote of the body on the 12th day of ______________, 2019.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:
1. **PURPOSE OF AGREEMENT.** The parties hereto enter into this Agreement for the purpose of performing the Relocations as part of the Public Improvement.

2. **COST OF RELOCATIONS.**

   A. The cost of the Relocations shall include, but are not limited to, labor and materials in the Relocation work; design and construction engineering by WaterOne staff; project administration by City of Leawood, Burns & McDonnell, and WaterOne; submittal review; construction inspection; material testing; as-built documentation; utility relocations; pavement removal and restoration; landscaping; irrigation; financing; monuments; traffic control; and other items incidental to the Relocations.

   B. Estimated cost for construction and other expenses of the Relocations is $1,305,282.00.

   C. The cost of performing the Relocations incurred by either the City or WaterOne shall be distributed between the parties as follows:

   (1) WaterOne agrees to pay all costs associated with relocating that part of the existing water facilities now lying within public right-of-way or public utility easements or not in conflict with the City improvements. WaterOne's cost for relocation of these facilities is 38% of total Relocation costs [estimated amount of $496,007]. Final costs shall be determined based on actual construction costs using the Contractor's unit prices and the quantities shown in Exhibit A and/or additional work by WaterOne crews.

   (2) The City agrees to pay all costs of relocating the existing water facilities now lying in areas outside public right-of-way, or outside public utility easements, or those now lying within private easements or adjacent to private easements and within previously expanded public right-of-way. The City’s cost for relocation of these facilities is 62% of the total Relocation costs [estimated amount of $809,275]. Final costs shall be determined based on actual construction costs using the Contractor’s unit prices and the quantities shown in Exhibit A and/or additional work by WaterOne crews.

   (3) The existing water main does not meet the size standards established by WaterOne Rules and Regulations. For purposes of this Agreement, WaterOne agrees to pay the actual cost differential of bringing the water main into compliance for the Relocation. This differential will be deducted from the City’s final payment.

3. **FINANCING.** This section is reserved.

4. **ADMINISTRATION OF RELOCATIONS.**
A. Construction of the Relocations shall be administered by the City, acting by and through the Director of Public Works for Leawood, Kansas, who shall be the principal public official designated to administer the design and construction of said improvements; provided, that the Director of Public Works shall, among his several duties and responsibilities, assume and perform the following:

(1) The City shall make all contracts and change orders for the design and construction of the improvements, including the responsibility to solicit construction bids by publication in the Kansas Legal Record. The contract will be awarded to the lowest responsible bidder as determined by the City, with concurrence by WaterOne. The City reserves the right to reject any and all bids; to waive any and all irregularities and informalities; to negotiate contract terms with the successful bidder; and the right to disregard all nonconforming, non-responsive or conditional bids as allowed by its ordinances. In evaluating bids, the City may consider the qualification of bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. The City reserves the right to reject the bid of any bidder who does not pass the evaluation to the City’s satisfaction. Change orders related to the Relocations shall be approved by WaterOne and the City.

(2) The City shall incorporate plans and specifications for the Relocations, provided by WaterOne, and approved by the City, into the Public Improvement plans.

(3) The City shall coordinate utility relocations for the Public Improvement.

(4) The City shall incorporate minimum qualifications of contractors and/or subcontractors to perform the Relocations into the construction contract documents. These minimum qualifications shall be provided by WaterOne.

(5) The City will forward the apparent low bidding contractors, including subcontractors, to WaterOne for approval. The approval, or rejection, shall be submitted to the City within five (5) business days of WaterOne receiving notification of proposed contractors. The City reserves the right to award the contract and remove the Relocations from the contract if WaterOne does not approve the contractors, including subcontractors, who will perform the Relocations.

(6) The City shall not make final payment to the contractor until such time that WaterOne has accepted all Relocations as being compliant with the contract documents. Written certification that all Relocations are compliant with the contract specifications shall be forwarded by WaterOne to the City within ten (10) days of final inspection of the Public Improvement.

(7) The City shall submit to WaterOne, on a monthly basis, a statement of costs of constructing the Relocations; provided that WaterOne shall, within thirty (30)
days after receipt of the statement of costs, remit its portion of the accrued costs to the City as herein agreed.

(8) WaterOne shall be named as additional insured on all applicable certificates of insurance issued by the contractor for the Relocations.

5. **FUTURE RELOCATIONS.** The City may, in the future, elect to require WaterOne to again relocate its water facilities, which are the subject of this Agreement, to other areas within the expanded street right-of-way or public utility easements to avoid conflict with any future road improvements by the City and to specific locations to be agreed upon by both the City and WaterOne. In such event, if the facilities originated within or adjacent to a private WaterOne easement as shown on the attached Exhibit B showing the portions where the City is responsible for paying for the Relocations under this Agreement, then, the entire cost of any such future relocation shall be borne entirely by the City. In such event, WaterOne shall account to the City for all costs incurred in relocating, constructing and connecting those portions of the relocated facilities, which costs shall be fully reimbursed to WaterOne by the City.

6. **OWNERSHIP OF THE RELOCATIONS.** WaterOne shall have and retain full and complete title and ownership of the Relocations, now and into the future, pursuant to this Agreement.

7. **ACCOUNTING AND PAYMENT OF FINAL COSTS.**

   A. At the completion of the Public Improvement, the City will certify to WaterOne that the City has accepted the same, as constructed. Within thirty (30) days of the certification of final completion of the Public Improvement, the City shall submit to WaterOne a final accounting of all Relocation costs. WaterOne shall reimburse the City in accordance with item 2.C.(1) for the difference between the actual costs and the cost paid through previous payment requests, not later than thirty (30) days following receipt of notification by WaterOne.

   B. Upon receipt of final completion of Public Improvement, WaterOne shall submit to the City a final accounting of all costs for the Relocations. The City shall reimburse WaterOne in accordance with item 2.C.(2) not later than thirty (30) days following receipt of notification by the City.

8. **TERMINATION OF AGREEMENT.** This Agreement may only be terminated by mutual written consent of the parties.

9. **PLACING AGREEMENT IN FORCE.** The City shall cause this Agreement to be executed in quadruplicate. Each party hereto shall receive two duly executed copies of this Agreement for their official records.
10. **NOTIFICATION.** For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:
If to WaterOne:

Water District No. 1 of Johnson County
Dan Smith, P.E.
Director or Distribution
10747 Renner Boulevard
Lenexa, Kansas 66219

If to the City:

City of Leawood
David Ley, P.E.
Public Works Director
Public Works Department
4800 Town Center Dr
Leawood, Kansas

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the authority of their respective governing bodies the day and year first above written.

City of Leawood, Kansas

Peggy Dunn, Mayor

Attest:

Debra Harper, CMC, City Clerk

Water District No 1 of Johnson County

Robert P. Reese, Board Chairman

Attest:

Candace Golubski

Secretary to the Water District Board

Approved As To Form:

Patricia A. Bennett
City Attorney

Approved As To Form:

Eric Amer
General Counsel
## CONSTRUCTION PERFORMED BY CITY CONTRACTOR

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit of Measure</th>
<th>Estimated Total Quantity</th>
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<td>12-inch PVC Pipe</td>
<td>Linear Ft.</td>
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<td>6-inch PVC Pipe</td>
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<td>2-inch HDPE Pipe Perm/Temp Service Line</td>
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<td>20-inch steel encasement</td>
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<tr>
<td>Connection to Existing 12-inch - Kenneth &amp; 142nd</td>
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<td>Service Line/Change Over - 3091 W 143rd St</td>
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EXHIBIT B
City is responsible for costs associated with future relocations under agreement RA-16003

Vicinity Map
RA-16003

W 143rd St
(Windsor St to Overbrook Rd)

Kenneth Rd
(W 142nd St to W 145th St)
Memorandum

To: Mayor Dunn and City Council
CC: Chris Claxton, Director of Parks & Recreation
From: Kim Curran, Superintendent of Recreation
Date: 03/04/2019
Re: Request to Participate in the SuperPass Program

This request is for approval from the Governing Body to allow the Parks and Recreation Department to participate in the SuperPass program during the 2019 aquatic season. The department began participating in this program in 2010.

This program gives residents the option to purchase an add-on to their season pool pass, which allows access to the municipal pools in Prairie Village, Mission, Roeland Park and Fairway, Kansas. Non-residents who have purchased a pool pass for the Leawood Aquatic Center in 2018 would have the option to purchase a SuperPass in 2019. In 2018, 127 families and 77 individuals purchased a SuperPass.

SuperPass rates for 2019 are as follows:

- Resident family - $60 (up to 5 people) plus $5 per additional person
- Resident Individual - $25 per person
- Non-Resident Family- $65 (up to 5 people) plus $5 per additional person
- Non-Resident Individual - $30 per person

SuperPass rates for 2019 remain unchanged from the 2018 rates.

Each city receives one-half of the revenue for each SuperPass sold in their city. Participants can only buy the pass at the facility where they purchased their season passes.

The remaining amount will be placed in a fund to be split among the cities at the end of the season. This amount is calculated using the number of patrons visiting each facility from other SuperPass cities. Staff at the LAC (Leawood Aquatic Center)-will use a tangible method to record and total daily visitors from other facilities enrolled in the program. In 2018, the city generated $9,500 in additional revenue through the SuperPass Program.
An added benefit of participating in the program is giving all Leawood Aquatic Center pass holders the ability to use other SuperPass facilities on the days that we close early for home swim meets.

This program is in its ninth year and this will be our eighth season to participate. All participating facilities agree unanimously that this program is a benefit to the facilities both financially and from a service/public relations standpoint.

Staff is asking for the approval to participate, which will require the execution of an Interlocal Agreement and a Letter of Understanding inclusive of all participating cities, as attached.
RESOLUTION NO. ________________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT AND LETTER OF UNDERSTANDING BY AND BETWEEN THE CITY OF LEAWOOD AND THE CITIES OF FAIRWAY, MERRIAM, MISSION, PRAIRIE VILLAGE, ROELAND PARK, AND THE JOHNSON COUNTY PARKS AND RECREATION DISTRICT, PERTAINING TO THE SUPERPASS PROGRAM AT THE LEAWOOD AQUATIC CENTER, LOCATED AT 10601 LEE BOULEVARD

WHEREAS, Leawood and the cities of Fairway, Merriam, Mission, Prairie Village, Roeland Park and the Johnson County Parks and Recreation District [the "Parties"] desire to use the SuperPass Program at the Leawood Aquatic Center; and

WHEREAS, Leawood and the Parties are authorized to enter into the Inter-local Agreement and Letter of Understanding, attached hereto as Exhibit "A."

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 the Inter-local Agreement and Letter of Understanding between the City of Leawood and the Parties, 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 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas ("Fairway"), the City of Leawood, Kansas ("Leawood"), the City of Mission, Kansas ("Mission"), the City of Prairie Village, Kansas ("Prairie Village"), the City of Roeland Park, Kansas ("Roeland Park"), and Johnson County Park and Recreation District ("JCPRD") as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a "City" and collectively the "Cities") and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities ("Pool Facilities") described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2019 swim season with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the cities to enter into this agreement.

D. K.S.A. § 19-2862 authorizes JCPRD to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this agreement is establish cooperation among the Cities, and JCPRD as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2019 swim season, which commences approximately May 25, 2019 and ends approximately September 2, 2019.
II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2019 swim season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be $60 per up to five (5) person family category of seasonal pool pass, with an additional charge of $5 for each additional family member, and $25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be $65 per up to five (5) person family category of seasonal pool pass, with an additional charge of $5 for each additional family member, and $30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2019 swim season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how
many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Assistant to the City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the "Shared Revenue") in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2019 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city, or (c) operated by JCPRD.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.
e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]
CITY OF FAIRWAY, KANSAS

By ______________________
   Melanie Heperly, Mayor

Attest:

_____________________
City Clerk

Approved as to Form:

_____________________
City Attorney

CITY OF LEAWOOD, KANSAS

By ______________________
   Peggy Dunn, Mayor

Attest:

_____________________
City Clerk

Approved as to Form:

_____________________
City Attorney
CITY OF MISSION, KANSAS

By ______________________
   Ron Appletoft, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By ______________________
   Eric Mikkelsen, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney
CITY OF ROCHELLE PARK, KANSAS

By __________________________
Mike Kelly, Mayor

Attest:

______________________________
City Clerk

Approved as to form:

______________________________
City Attorney

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By __________________________
Nancy Wallerstein, Board
Chair

Attest:

______________________________
Steven L. Baru, Secretary

Approved as to Form:

Ernie Ballweg, District Legal Counsel
## Exhibit A

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<th>CITY</th>
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<tr>
<td>Fairway</td>
<td>6136 Mission Road Fairway, KS 66205</td>
</tr>
<tr>
<td>Leawood</td>
<td>10601 Lee Boulevard Leawood, KS 66206</td>
</tr>
<tr>
<td>Mission</td>
<td>6090 Woodson Road Mission, KS 66202</td>
</tr>
<tr>
<td>Prairie Village</td>
<td>7711 Delmar Street Prairie Village, KS 66208</td>
</tr>
<tr>
<td>Roeland Park/Parks and Recreation District</td>
<td>4843 Rosewood Drive Roeland Park, KS 66205</td>
</tr>
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Letter of Understanding

This UNDERSTANDING ("Understanding") is made and entered into this ___ day of _____________, by and between the Johnson County Park & Recreation District and the Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission (individually referred to as "Hosting Agency and collectively as "Hosting Agencies"), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and

2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2019 swim and dive team season from the beginning of June to the end of July.

2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.

3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.

4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.

5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2020 season.

6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.
CITY OF FAIRWAY, KANSAS
By: ________________________________
    Melanie Hepperly, Mayor
Attest: ________________________________

CITY OF LEAWOOD, KANSAS
By: ________________________________
    Peggy Dunn, Mayor
Attest: ________________________________

CITY OF MISSION, KANSAS
By: ________________________________
    Ron Appletoft, Mayor
Attest: ________________________________

CITY OF PRAIRIE VILLAGE, KANSAS
By: ________________________________
    Eric Mikkelson, Mayor
Attest: ________________________________
CITY OF ROELAND PARK, KANSAS

By: ____________________________
    Mike Kelly, Mayor

Attest: __________________________

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: ____________________________
    Michael Pirner, Board Chair

Attest: __________________________
Memo

To: Mayor Dunn and City Council Members
CC: Scott Lambers, City Administrator
From: Chief Troy Rettig
Date: March 4th, 2019
Re: Surplus Property

We recently transitioned to our new Watchguard body cameras and have nearly completed our transition to the Watchguard in-car camera systems. The Digital Ally body cameras and the Panasonic in-car camera systems the Watchguard system replaced are believed to have very limited or no value due to being outdated technology or otherwise becoming prone to problems due to age and or use.

We are asking you declare the old systems as surplus. Once that occurs we intend to offer them to other Kansas law enforcement agencies who may be able to find some use for them.

There are a total of 23 car camera systems and 50 body cameras.

Please let me know if you have any questions.

Troy Rettig
Memo

To: Mayor Dunn and City Council Members

CC: Patricia Bennett, Scott Lambers, Dawn Long

From: Andrew Hall, Assistant City Attorney

Date: February 18, 2019

Re: Level 3 Telecom of Kansas City ("Level 3") Contract Franchise

Level 3 has requested a renewal of a franchise agreement formerly granted to tw telecom of kansas city llc ("tw telecom"). The company known as tw telecom was purchased by Level 3 and continues operation as Level 3 Telecom of Kansas City. Should you approve the agreement, the renewed franchise will be in the name of Level 3 Telecom of Kansas City.

This franchise agreement is for an initial term of six years and automatically renews for two successive terms of two years each; a total of 10 years. Level 3 has agreed to pay the City a franchise fee of 5% of its gross receipts on services it renders within the City.

In 2017, tw telecom paid $4,921.64 in franchise fees. In 2018 it paid $4,169.47 in franchise fees.

Please contact me with any questions you may have at 913-663-9182 or via email at ahall@leawood.org.
ORDINANCE NO. ____________

AN ORDINANCE GRANTING TO LEVEL 3 TELECOM OF KANSAS CITY (F/K/A TW TELECOM OF KANSAS CITY LLC) A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF LEAWOOD, KANSAS

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.

c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(3), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.

d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.

e. "City" - means the City of Leawood, Kansas.

f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide local exchange telecommunications services within the City.

g. "Facilities" - includes but is not limited to telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide Telecommunication Services.
h. "Grantee" - means **Level 3 Telecom of Kansas City**, a telecommunications local exchange service provider. References to Grantee shall also include as appropriate any and all successors and assigns.

i. “Gross Receipts” - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.

j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

l. "Telecommunication services" – shall have the meaning ascribed to it in 47 U.S.C. § 153(53) and the implementing orders and regulations of the Federal Communications Commission.

**SECTION 2. GRANT OF CONTRACT FRANCHISE.**

a. There is hereby granted to Grantee this noneexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of any telecommunication service or system, including, but not limited to supplying local exchange services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract.
service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.

b. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).

c. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(e)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

d. This authority shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Ordinance, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. Grantee’s use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be consistent with Federal and State law, competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, the City’s Ordinance for Managing the Use and Occupancy of Public Right-of-way, adopted as Ordinance No. 1834C, and amendments thereto.

c. Grantee shall participate in the Kansas One Call utility location program.

d. The grant of this usage of the Public right-of-way by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated herein. It does not:

(1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
(2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or

(3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.

SECTION 4. COMPENSATION TO THE CITY.

a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access line fee in the following calendar year; provided, such Access line fee shall not exceed $2.00 per Access line per month. The access line fee shall be a maximum of $2.75. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.

b. Beginning January 1, 2004, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.

c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement, or comparable documents, showing the manner in which the franchise fee was calculated.

e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
g. Unless previously paid, within sixty (60) days of the effective date of this Ordinance, Grantee shall pay to the City a one-time application fee of One Thousand Dollars ($1000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Ordinance.

h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. The franchise fee is compensation pursuant to K.S.A. 12-2001(j) and shall in no way be deemed a tax of any kind.

i. Grantee shall remit an access line (franchise) fee or a gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a franchise ordinance.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee’s Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee’s activities in the Public right-of-way.
SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND

a. During the term of this Ordinance, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

(1) Workers’ compensation as provided for under any worker’s compensation or similar law in the jurisdiction where any work is performed with an employers’ liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee’s operations under this Ordinance.

b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one millions dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

c. Grantee shall, as a material condition of this Ordinance, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

d. Grantee shall, as a material condition of this Ordinance, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of $50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Ordinance, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Ordinance, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void,
and this Ordinance shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Ordinance. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Ordinance by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Ordinance is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council’s consideration, and Grantee shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Ordinance, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court’s final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Ordinance or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

a. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

b. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, or under any relevant federal statutes or rules implementing such statutes, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

c. In entering into this Ordinance, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Ordinance, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City’s right-of-way ordinance referenced in Section 3b of this Ordinance), and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same
shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

a. This Contract franchise shall be effective for a term of six (6) years from the effective date of this Contract franchise. Thereafter, this Contract Franchise shall renew for two (2) additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Ordinance at least ninety (90) days before termination of the then current term. If the Grantee wishes to renew this Contract franchise, it will cause the performance bond as discussed in Section 6d of this franchise to remain in force through the renewal terms. Any additional term made pursuant to the renewal shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.

b. Upon written request of either the City or Grantee, this Ordinance shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Ordinance granted to Grantee or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Ordinance. In the event of such invalidity, if Grantee is required by law to enter into an Ordinance with the City, the parties agree to act in good faith in promptly negotiating a new Ordinance.

d. Amendments under this Section, if any, shall be made by ordinance as prescribed by statute. This Ordinance shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new franchise or an amendment to this Ordinance upon the termination date of this Ordinance, the parties by written mutual agreement may extend the termination date of this Ordinance to allow for further negotiations. Such extension period shall be deemed a continuation of this Ordinance and not as a new franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact’s name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery with receipt confirmation, overnight delivery by a nationally recognized carrier with receipt confirmation, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile with transmission confirmation. Notices shall be effective upon actual receipt, refusal of delivery, in each case as reflected by the receipt or
transmission confirmation. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:
City of Leawood
4800 Town Center Drive
Leawood, Kansas 66211
Attn: City Clerk
Fax: 913-339-6781

Grantee:
Level 3 Telecom of Kansas City
1025 Eldorado Blvd,
Broomfield, Co 80021
Attn: Director ROW / NIS
& General Counsel

With copies of notices of default to:

Level 3 Telecom of Kansas City
General Counsel
931 14th Street
Denver Co 80202

or to replacement addresses that may be later designed in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Ordinance is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed; provided that such transfer or assignment may occur without written consent of the City to any entity controlling, controlled by or under common control with Grantee or to any entity that acquires all or substantially all of the assets or equity of Grantee. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Ordinance, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Ordinance.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Ordinance to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Ordinance, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Ordinance and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas.
SECTION 15. PAYMENT OF COSTS.

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Ordinance, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Ordinance, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Ordinance is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Ordinance.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

SECTION 18. PUBLICATION

This franchise ordinance shall be published once in the official City newspaper.

PASSED by the Governing Body this 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Andrew K. Hall, Assistant City Attorney
Memo

To: Mayor Dunn and Members of the Governing Body
From: Patricia A. Bennett
Date: February 22, 2019
Re: Public Hearing for Ranch Mart North CID/Redevelopment agreement

Mayor Dunn and Members of the Governing Body,

Attached please find a resolution setting a public hearing for the Ranch Mart CID petition. Per Kansas Statutes, the City Clerk will give notice of the hearing to be held on April 15, 2019.

The item following this on the agenda asks that the governing body direct the staff to commence work on a redevelopment agreement and that the agreement include a deviation from policy so that costs incurred prior to the date of the CID for Price Chopper and for Meat Mitch be included as a portion of the Developer’s share of costs.

Please let me know if you have any questions or suggestions.
RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT FOR THE RANCH MART NORTH SHOPPING CENTER; AND CALLING A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LEAWOOD, KANSAS, AND THE FINANCING OF CERTAIN IMPROVEMENTS THEREIN.

WHEREAS, on or about January 16, 2019, a petition was filed requesting the formation of a Community Improvement District [CID] for Ranch Mart North Shopping Center;

WHEREAS, a subsequent Governing Body Work Session was held on February 18, 2019; and

WHEREAS, the Governing Body hereby finds and determines it to be desirable to direct and order a public hearing on the advisability of creating a CID and the financing of projects therein as set forth in the petition, and further to provide for the giving of notice of said hearing in the manner required by law.

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

SECTION ONE. Petition. The Governing Body hereby accepts the petition and finds that it meets the requirements of law.

SECTION TWO. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of law, on the advisability of creating a Community Improvement District and the financing of projects therein as set forth in the petition. Such public hearing will be held on April 15, 2019, at 7:30 p.m., or as soon thereafter as the matter can be heard, at the Council Chambers, 1st Floor, 4800 Town Center Drive, Leawood, Kansas 66211

SECTION THREE. Notice of Hearing. The City Clerk is hereby directed to give notice of said public hearing by publication of a Notice of Public Hearing substantially in the
form attached hereto as Exhibit A at least once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of such Notice of Public Hearing, via certified mail, to all property owners within the District at least ten days prior to the date of the hearing.

SECTION FOUR. Effective Date. This Resolution shall be effective upon adoption by the Governing Body.

PASSED by the Governing Body this 4th day of March, 2019.

APPROVED by the Mayor this 4th day of March, 2019.

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
NOTICE OF PUBLIC HEARING

The Governing Body of Leawood, Kansas (the “City”), will hold a public hearing for the purpose of considering the advisability of creating a community improvement district, making certain described improvements and the financing thereof.

1. Time and Place of Hearing

April 15, 2019, at 7:30 p.m., or as soon thereafter as the matter can be heard, at 4800 Town Center Drive, Leawood, Kansas 66211.

2. The General Nature of the Proposed Project

The overall project is an estimated $46,957,186 renovation of Ranch Mart North Shopping Center located at the northeast corner of 95th Street and Mission Road in Leawood, Kansas. The Petition requests that CID sales tax proceeds be made available to pay for or reimburse the cost of the portion of the overall project that constitutes the CID Project, up to approximately $13,457,441 associated with the CID project.

3. The Estimated Cost of the Project

The estimated cost of the CID project is up to $13,457,441 on reimbursable amounts.

4. The Proposed Method of Financing

The proposed method of financing the CID project is CID Pay-as-you-go financing.

5. The Proposed Amount of the CID Sales Tax

Petitioner proposes that the CID project be financed through the levying of an add-on sales tax in the amount of 1.0% as authorized by the Act.

6. The Proposed Amount and Method of Assessment, if any

N/A

7. A Map of the District is attached as Exhibit 1.

8. A Legal Description of the Proposed District is attached as Exhibit 2.

The public hearing may be adjourned from time to time. At the conclusion of the public hearing, the Governing Body may, by passage of an ordinance, create the District, approve the Projects, and the estimated costs of such Projects, and approve the method of financing the same. Such ordinance shall become effective upon publication once in the official City newspaper.


/S/ City Clerk
Exhibit 1
Map of Proposed District
A tract of land in the Southwest Quarter of the Southwest Quarter of Section 34, Township 12, Range 25 in the City of Leawood, Johnson County, Kansas and being more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 34; thence North 01°43'21" West, along the West line thereof, a distance of 663.51 feet (measured, 663.60 feet, deed) to the Northwest corner of the South one-half of the West one-half of said Southwest Quarter of the Southwest Quarter of said Section 34; thence North 87°41'42" East, along the north line thereof, a distance of 661.88 feet (measured, 661.94 feet, deed) to the Northeast corner of the South one-half of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, said point being the Southwest corner of lot 1382, Leawood, Lots 1361 to 1404; thence North 87°36'50" East, parallel to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34 and along the South line of said Lot 1382, a distance of 330.73 feet (measured, 330.00 feet, deed) to the Southeast Corner thereof; thence South 01°43'21" East, parallel to the West line of the East one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, and along the Westerly line of Lot 1369, Leawood, Lots 1361 to 1404, a distance of 85.49 feet (measured, 85.5 feet, deed) to the Southernmost corner thereof and Southwest corner of Lot 1368, said Leawood; thence North 87°32'59" East (measured, North 87°36'50" East, calculated from deed and plat) along the South line of said Lot 1368, a distance of 280.81 feet (measured, 281.28 feet, deed) to the Southeast corner thereof, said point being the Northwest corner of Lot 1352, Leawood Lots 1302 -1360; thence South 01°45'33" East, along the Westerly line of said Leawood, Lots 1302-1360, a distance of 577.39 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34; thence South 87°36'50" West, along said South line, a distance of 1273.80 feet to the POINT OF BEGINNING less and except the South 40 feet and West 30 feet thereof dedicated for roadway purposes and containing 750,478.47 square feet or 17.23 acres, more or less.