CITY OF LEAWOOD GOVERNING BODY MEETING AGENDA

Monday, March 18, 2019
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:30 P.M.

MARCH 2019

S	M	T	W	T	F	S
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17	**18**	19	20	21	22	23
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31						

APRIL 2019

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14	**15**	16	17	18	19	20
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AGENDA

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

Mayor Peggy Dunn

Councilmembers

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

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. CITIZEN COMMENTS

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

4. PROCLAMATIONS

5. PRESENTATIONS/RECOGNITIONS **Recognition Resolution No. 5140 of Mary Tearney, former Arts Council Chair**

6. SPECIAL BUSINESS

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. 2019-9 and 2019-10
B. Accept minutes of the March 4, 2019 Governing Body meeting
C. Accept minutes of the January 30, 2019 Stormwater Management Committee
D. Accept minutes of the October 25, 2018 Ironhorse Advisory Board meeting
E. Accept minutes of the October 23, 2018 Leawood Foundation meeting
F. Approve purchase in the amount of $111,036.00, from Shawnee Mission Ford for the purchase of [3] vehicles for Public Works

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.

G. Resolution accepting the 2018 Annual Report regarding the Leawood Park Impact Fee, pursuant to § 12-409, of the Code of the City of Leawood, Kansas, 2000

H. Resolution accepting the 2018 Annual Report regarding the Public Art Impact Fee, pursuant to § 12-609, of the Code of the City of Leawood, Kansas, 2000

I. Resolution approving and authorizing the Mayor to execute a Service Agreement in the amount of $68,820.00, between the City and Next to Nature, pertaining to right-of-way [ROW] and median maintenance

J. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of $3,219,842.85, between the City and J. M. Fahey Construction Company, pertaining to the Mission Road Improvement Project, between 119th Street and 127th Street [Project # 72065]

K. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of $1,466,445.30, between the City and McAnany Construction, pertaining to the 2019 Residential Mill & Overlay Program [Project # 70026]

L. Resolution approving and authorizing the Mayor to execute Amendment No. 1 to that certain Engineering Service Agreement dated March 19, 2018, between the City and HDR Engineering, Inc., for a total amount not to exceed $70,035.00, pertaining to the Preliminary Engineering Study for drainage improvements north of I-435 between Mission Farms and Lee Boulevard [Project # 73004]

M. Resolution approving and authorizing the Mayor to execute a Reimbursement Agreement for an amount not to exceed $1,300,000.00, between the City and Magellan Pipeline Company, L.P., pertaining to the 143rd Street Improvement Project from Windsor to Kenneth Road [Project # 80129]

N. Resolution accepting a Deed of Dedication for Right-of-Way from Grantors Pedro L. and Susan B. Rodriguez, for property located at 14204 Canterbury Court, Lot 4, Block 4, Charlemagne Manor Subdivision, pertaining to the 143rd Street Improvement Project from Windsor to Kenneth Road [Project # 80129]

O. Resolution accepting a Temporary Construction Easement from Grantors Pedro L. and Susan B. Rodriguez, for property located at 14204 Canterbury Court, Lot 4, Block 4, Charlemagne Manor Subdivision, pertaining to the 143rd Street Improvement Project from Windsor to Kenneth Road [Project # 80129]

P. Resolution accepting a Temporary Construction Easement from Grantors Mujeep A. Noorani and Maria Noorani, for property located at 12851 Pembroke Circle, Lot 3, Block 3, Leawood South, Second Plat, pertaining to the 2018 CMP Replacement Project [Project # 80255]

Q. Resolution approving a Revised Final Plat for the Smith Estate, located south of 143rd Street and west of Mission Road. (PC Case 07-19)*[from the February 26, 2019 Planning Commission meeting]*

R. Resolution approving a Revised Final Sign Plan for Plaza Pointe – Revised Sign Criteria, located south of 135th Street and east of Briar Street (PC Case 08-19) *[from the February 26, 2019 Planning Commission meeting]*

S. Resolution approving a Final Plan for changes to the façade of a tenant space for Town Center Crossing – Lovesac (Retail: Furniture), located south of 119th Street and east of Roe Avenue. (PC Case 09-19) *[from the February 26, 2019 Planning Commission meeting]*

T. Police Department Monthly Report

U. Fire Department Monthly Report

V. Municipal Court Monthly Report

The next regular meeting of the Leawood Governing Body will be
Monday, April 1, 2019

8. MAYOR'S REPORT

9. COUNCILMEMBERS' REPORT

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. ARTS COUNCIL

[from the January 22, 2019 Arts Council meeting]

Repair of Art Piece, 'Faith,' located at Brook Beatty Park, located at 8646 Lee Boulevard

13. PLANNING COMMISSION

[from the February 26, 2019 Planning Commission meeting]

A. Resolution approving a Revised Final Plan for Town Center Plaza – Chase Bank, located north of 119th Street and west of Roe Avenue. (PC Case 11-19)

B. Ordinance approving a Special Use Permit [SUP] for a Place of Worship for Village of Seville – The New Apostolic Church USA, located north of 133rd Street and west of State Line Road. (PC Case 12-19) **[ROLL CALL VOTE]**

C. Ordinance approving a Special Use Permit [SUP] for a before-and-after school program for Brookwood Elementary School, located south of 103rd Street and east of Mohawk Road. (PC Case 13-19) **[ROLL CALL VOTE]**

D. Ordinance amending § 16-2-7 of the Leawood Development Ordinance entitled "Table of Uses" and repealing existing Section 16-2-7 and other sections in conflict herewith. (PC Case 17-19) **[ROLL CALL VOTE]**

E. Resolution approving the 2018 Update to the Comprehensive Plan of the City of Leawood, Johnson County, Kansas. (PC Case 144-18)

14. OLD BUSINESS

15. OTHER BUSINESS

16. NEW BUSINESS

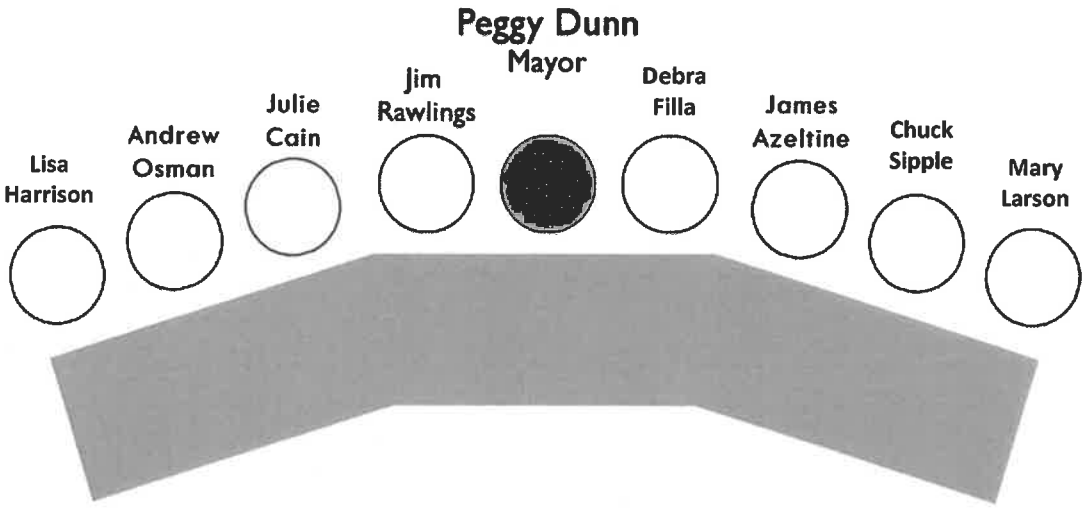
A. Ordinance amending Chapter 3, Article 1 of the Code of the City of Leawood, Kansas, 2000, entitled, 'Cereal Malt Beverages,' by amending § 3-101, 3-102, 3-103, 3-107, 3-109, 3-111, 3-114, 3-115, and 3-116, and repealing existing sections and other provisions in conflict herewith **[ROLL CALL VOTE]**

B. Ordinance amending § 3-201 and 3-217 of the Code of the City of Leawood, Kansas, 2000, respectively entitled, 'Definitions' and 'Revocation of Alcoholic Beverage Licenses' and repealing existing § 3-201 and 3-217 sections and other provisions in conflict herewith **[ROLL CALL VOTE]**

C. Schedule an Executive Session on Monday, April 1, 2019 for a Personnel Matter; City Administrator's 6-month review

ADJOURN

Mayor and City Council



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

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

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

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

DATE	TIME	SUBJECT	LOCATION
March 18	**6:30 P.M.**	**Executive Session; - Attorney-client privilege for discussion on possible acquisition of real property**	**Main Conf. Room**
April 1	**6:00 P.M.**	**Executive Session – Personnel Matter; City Administrator's 6-month review**	**Main Conf. Room**
April 9	**6:00 P.M.**	**Discuss Future Housing Options for City of Leawood;** **Joint Meeting with Governing Body / Planning Commission / Leawood Chamber of Commerce Executive Board & Executive Economic Development Council**	**Vista 154**
April 15	**6:00 P.M.**	**Presentation of CIP; Discuss 2020-2024 Budget Model Assumptions**	**Main Conf. Room**
June 10	**5:30 P.M.**	**Budget & Finance Committee Work Session**	**Main Conf. Room**
June 11	**5:30 P.M.**	**Budget & Finance Committee Work Session** ***[tentative]***	**Main Conf. Room**
August 5		**NO GOVERNING BODY MEETING; NO WORK SESSION**	

The next regular meeting of the Leawood Governing Body will be
Monday, April 1, 2019

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5.

RESOLUTION NO. 5140

RESOLUTION OF RECOGNITION

WHEREAS, Mary Tearney has been a Leawood resident for 50 years and a vital part of this community. She taught for 34 years, 26 of those years spent at Barstow School in Kansas City, Missouri, and served as a leader on many projects; and

WHEREAS, following her retirement from teaching, Mary focused her energy on making Leawood's cultural programs the envy of the region. Since 1995, she has served as a volunteer on the Leawood Arts Council, as well as numerous other boards and commissions in the metropolitan area. She has grown the Arts Council from its early stages to the active committee it is today. She has remained Chair of the Arts Council since 1999. In that time, the calendar of events has grown to over 40 event dates per year with offerings such as concerts, art shows, stage productions, dance and educational outreach programming. Also in her tenure, the Art In Public Places subcommittee was formed and the collection of public art installations has grown from nothing to 20 sculptures and many 2-dimensional works hanging in Leawood public buildings; and

WHEREAS, Mary has been the recipient of several awards, including but not limited to, Leawood Rotary 2003 Volunteer of the Year; Leawood Stage Company 2002 Volunteer of the Year; Leawood Chamber of Commerce 2004 Hall of Fame; Missouri State University 2008 Outstanding Alumni; Kansas Park and Recreation 2014 Volunteer of the Year; and ArtsKC Virtuoso 2018 finalist; and

WHEREAS, Mary's dedication is second to none. Her volunteer efforts often receive inadequate appreciation. She is able to influence the recruitment of other volunteers, making programs even more varied and available.

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

SECTION ONE: That the Governing Body of the City of Leawood, Kansas, on behalf of the citizens of Leawood, has the privilege and pleasure of extending sincere appreciation to Mary Tearney, and best wishes on all future endeavors.

SECTION TWO: That this resolution be presented to Mary Tearney as evidence of the deep respect and high esteem in which she is held, and in recognition of her many years of exceptional volunteer service to the residents of Leawood and the Metropolitan area.

ADOPTED by the Governing Body this 18th day of March, 2019.

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper

Debra Harper, City Clerk, CMC

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7.A.

CITY OF LEAWOOD
Check Date 03/06/2019
Ordinance 2019-9

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
100026	10ZIG TECHNOLOGY INC	10ZIG 5872-QD-2200 THIN CLIENTS	2,348.61	**2,348.61**
100027	435 MAGAZINE	ADVERTISING	250.00	**250.00**
100028	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	4,511.20	**4,511.20**
100029	AHRING, JASON	REIMBURSEMENT FOR MEALS	53.79	**53.79**
100030	ALL CITY MANAGEMENT SERVICES	JAN - JUN 2019 PORTION OF	86.92	
		JAN - JUN 2019 PORTION OF	3,042.20	**3,129.12**
100031	ALLIED TOWING SERVICE INC	TOWING SERVICE	95.00	**95.00**
100032	AMERICAN EQUIPMENT COMPANY	VEHICLE SUPPLIES	205.64	**205.64**
100033	APWA	TRAINING~	384.00	
		TRAINING~	384.00	
		TRAINING~	384.00	**1,152.00**
100034	ARBOR MASTERS TREE LANDSCAPE	STORM DEBRIS REMOVAL JAN '19	30,150.00	**30,150.00**
100035	BLUE VALLEY LABORATORIES INC	AQUATIC PLANT CONTROL WATER TREATMENT	3,120.00	
		AQUATIC PLANT CONTROL WATER TREATMENT	4,020.00	
		AQUATIC PLANT CONTROL WATER TREATMENT	3,900.00	**11,040.00**
100036	BLUE VALLEY SCHOOL DISTRICT	Q1 ALCOHOL TAX FUND ALLOCATION	2,763.00	**2,763.00**
100037	BROWN, MONICA	TRANSCRIBE BZA MINUTES 2-27-19	325.00	**325.00**
100038	CDW GOVERNMENT INC	FORTINET 1048E SWITCH	10,595.00	
		FORTIMANAGER 10 DEVICE LICENSE	2,140.00	**12,735.00**
100039	CE WATER MANAGEMENT INC	QUARTERLY WATER MGMT SERVICE	250.00	**250.00**
100040	CHAMPION BRANDS LLC	OIL & LUBRICANTS	753.83	**753.83**

Check #	Vendor	Description	Amount Paid	Check Total
100041	CHETS LOCK & KEY	DUPLICATE KEYS	18.48	
		DUPLICATE KEYS	9.24	**27.72**
100042	COBRA PUMA GOLF INC	FOOD & BEVERAGE STAFF UNIFORMS	864.00	**864.00**

Check #	Vendor	Description	Amount Paid	Check Total
100043	COMMERCE BANK			
	A TO Z THEATRICAL SUPPLY & SVC	PROP RENTAL	20.00	
	ACROSS THE STREET PRODUCTIONS	TRAINING/GILMORE,WALKER	770.00	
	ACROSS THE STREET PRODUCTIONS	TRAINING/HOFFINE,RILEY	770.00	
	AMAZON.COM	WEAPON LIGHT	624.95	
	AMAZON.COM	UNIFORM BOOTS	109.95	
	AMAZON.COM	DUTY BOOTS/DAY, S.	189.95	
	AMAZON.COM	THRIFTBOOKS/JOB OF THE PLANNING	6.73	
	AMAZON.COM	ACADEMIC BOOKS/JOB OF THE PLANNING	17.30	
	AMAZON.COM	JENSON BOOKS/JOB OF THE PLANNING	10.27	
	AMAZON.COM	F&B OPERATING SUPPLIES	35.98	
	AMAZON.COM	NATURE CENTER SUPPLIES	105.84	
	AMAZON.COM	GARMIN WINNERS/GIFT CARDS	450.00	
	AMAZON.COM	NATURE CENTER SUPPLIES	10.57	
	AMAZON.COM	NATURE CENTER SUPPLIES	95.39	
	AMAZON.COM	SCHOOL BOOK	5.88	
	AMAZON.COM	RECEPTION PLATES	144.59	
	AMAZON.COM	GUN SAFE RETURN	-158.58	
	AMAZON.COM	WHITE BOARD	235.43	
	AMAZON.COM	SAFE	162.89	
	AMAZON.COM	CS'S FOR DISPATCH	59.98	
	AMAZON.COM	DRONE SUPPLIES	59.98	
	AMAZON.COM	STOOL FOR PROPERTY ROOM	26.28	
	AMERICAN AIRLINES	AIRFARE-CONFERENCE/LONG	174.61	
	AMERICAN PLANNING ASSOC	CONF REGISTRATION/SANCHEZ	280.00	
	AMERICAN SAFETY & HEALTH INST	CPR INSTRUCTOR RECERTIFICATION FEES~	80.00	
	APPLE STORE	COMPUTER HARDWARE/SMART KEYBOARD	258.00	
	APPLE STORE	COMPUTER HARDWARE/BELKIN SC/PHONE CAS	74.95	
	APPLE/ITUNES	OFFICE 365 SUBSCRIPTION FEE	7.63	
	APPLE/ITUNES	SOFTWARE/STORAGE PLAN SUBSCRIPTION	2.99	
	APPLE/ITUNES	SOFTWARE/STORAGE PLAN SUBSCRIPTION	0.99	
	APWA	STORM DRAIN BOOKS/COMMUNITY OUTREACH	98.30	
	ASSOCIATION CHIEFS OF POLICE, KA	TRAINING REGISTRATION/RETTIG	250.00	
	ATRIUM HOTEL & CONF CENTER	ACCOM/ANDERSON	149.80	
	BEST BUY STORES	IPHONE CASE	49.99	

Check #	Vendor	Description	Amount Paid	Check Total
	BIG DADDY'S DONUTS	MONTHLY CREW SAFETY MEETING	12.06	
	BRAVO CUCINA ITALIANA	PARK BOARD MEETING	260.96	
	BRIDGING THE GAP	TREE CARE TRAINING CLASS/BRANICK	150.00	
	BUILDERS' ASSOCIATION/AGC, OF KC	MIDWEST CONSTRUCTION SAFETY	458.00	
	BURG & BARREL	EMPLOYEE MEALS	147.00	
	CASEY'S GENERAL STORE	FUEL/RETURN FROM KRPA CONF	34.33	
	CHIPOTLE	MEAL/STAFF MEETING	78.12	
	CITY OF TOPEKA	PARKING CHARGES	3.00	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	38.97	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	38.97	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	32.65	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	16.43	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	32.61	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	29.97	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	29.97	
	CLAIRE'S BOUTIQUE	DADDY DAUGHTER GIFTS	206.97	
	CONSOLIDATED COMMUNICATION	COMMUNICATION	453.18	
	CORNER BAKERY	SAB MEETING	155.50	
	CORNER BAKERY	BREAKFAST/STORMWATER COMMITTEE MEETI	161.35	
	CORPORATE ARMOR TECH LLC	COMPUTER HARDWARE/FIREWALL	764.00	
	CORPORATE ARMOR TECH LLC	COMPUTER HARDWARE/AC ADAPTER	98.75	
	DATAVEILLANCE	TRAINING REGISTRATION/MAIS	450.00	
	DAYS INN	ACCOM/NICHOLS	240.71	
	DAYS INN	ACCOM/CURRAN	160.47	
	DRY CLEAN SUPER CENTER LLC	CLEAN COSTUMES	56.25	
	DUNKIN' DONUTS	DONUTS/MEETING	10.06	
	DURAFIT SEAT COVERS	SEAT COVERS	409.97	
	E EDWARDS WORK WEAR INC	WORK BOOTS/MALONE, JONES	401.32	
	ELEPHANT CLUB, JCRP	LUNCH WITH SENATOR MORAN	35.00	
	FACEBOOK	ADVERTISING	14.06	
	FACEBOOK	AD FOR DADDY DAUGHTER DATE NIGHT	32.88	
	FAIRFIELD BY MARRIOT	ACCOM/CLAXTON	269.64	
	FBI ANNUAL DINNER	TRAINING REGISTRATION/OSBORN	695.00	
	FBI-NAA	MEMBERSHIP FEE/FINGER	25.00	
	FEDEX	LUNAR NEW YEAR SIGNS	125.94	

Check #	Vendor	Description	Amount Paid	Check Total
	FLORASOURCE KC	FLOWERS FOR CENTERPIECES~	214.90	
	FLUKER FARMS	CRICKETS/NATURE CENTER REPTILES	42.61	
	FLUXLIGHT INC.	COMPUTER HARDWARE/TRANSCEIVER	170.74	
	HEREFORD HOUSE - LEAWOOD	JO CO TRAINING CHIEF'S MEETING	21.00	
	HILTON HOTEL	APA CONF/ ACCOM-SCHULLER	324.90	
	HOME DEPOT, THE	SHOP SUPPLIES	87.66	
	HOME DEPOT, THE	ROLLING TOOL CHEST	598.00	
	HR DIRECT	EMPLOYMENT POSTERS	78.99	
	HYVEE FOOD STORE	RETIREMENT CAKE/GRAVES	58.99	
	IMLA	HIPAA SEMINAR/M.KNIGHT	49.00	
	INTERCONTINENTAL KC	FUNERAL ARRANGEMENT/VAN VLEET (KLEIN)	137.00	
	INTL SOCIETY OF ARBORICULTURE	MEMBERSHIP, CHAPTER DUES/LOWE	165.00	
	INTL SOCIETY OF ARBORICULTURE	MEMBERSHIP/CERT RENEWAL/ANDERSON	280.00	
	INTL SOCIETY OF ARBORICULTURE	MATERIALS/SUPPLIES	167.84	
	JO CO DEPT HEALTH- ENVIRONMENT	POOL OPERATING LICENSE	365.00	
	JO CO LAW LIBRARY	ATTORNEY REGISTRATION FEE/GURNEY	103.95	
	JOE'S KANSAS CITY BBQ	ORAL BOARDS:YODER,TOTHWELL,BUTLER,~	58.61	
	JOSE PEPPERS	GOVERNING BODY WORK SESSION	454.50	
	KANSAS CITY GOLF ASSOCIATION	2019 KC CUP ENTRY FEE	650.00	
	KANSAS LAW ENFORCEMENT CIT, CC	TRAINING REGISTRATION/BUTLER	200.00	
	KANSAS LAW ENFORCEMENT CIT, CC	TRAINING REGISTRATION/WREN	400.00	
	KANSAS LAW ENFORCEMENT CIT, CC	TRAINING REGISTRATION/HUDSON	200.00	
	KANSAS SECRETARY OF STATE	FILING FEES/143RD ST CONDEMNATION	50.00	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	3.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	3.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	1.25	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	3.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	3.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	3.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	3.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	1.25	
	KC ARSON TASK FORCE	TRAINING/GURSKE	240.33	
	KC ARSON TASK FORCE	TRAINING/AKERS	240.33	
	KCIAAI	KS IAAI CONF/HERRICK	200.00	
	KELBYONE	ANNUAL SUBSCRIPTION/PUTMAN	99.00	

Check #	Vendor	Description	Amount Paid	Check Total
	KS STATE UNIV POLYTECHNIC CAMP	KDOT TRAINING/KLOTZ	45.00	
	KS STATE UNIV POLYTECHNIC CAMP	KDOT TRAINING/BERGERON	80.00	
	KSGFOA	ANNUAL MEMBERSHIP	50.00	
	KWIK SHOPS	FUEL/RETURN FROM CONFERENCE	25.11	
	LEAWOOD CHAMBER OF COMMERCE	LUNCH REGISTRATION/FINGER	30.00	
	LOCK PAPER SCISSORS	CHALLENGE COURSE GAME GUIDE	29.29	
	MATT ROSS COMM CENTER	TRAINING/REED	125.00	
	MATT ROSS COMM CENTER	TRAINING/VINCENT,GIRARDI,~	375.00	
	MCKEEVERS PRICE CHOPPER	LUNCH/DEPT TRAINING -AED/CPR/FIRST AID	28.43	
	MCKEEVERS PRICE CHOPPER	F&B OPERATING SUPPLIES	14.99	
	MID AMERICA REGIONAL COUNCIL	STORMWATER CONFERENCE/ROBERTS	150.00	
	MIDWEST ENGRAVERS	AWARD SUPPLIES	15.00	
	MINSKYS PIZZA	ORAL BOARDS:OSBORN,ROTHWELL,~	33.96	
	MINSKYS PIZZA	LUNCH/DEPT TRAINING-~	130.91	
	MINSKYS PIZZA	LUNCH/DEPT TRAINING-~	120.91	
	MINSKYS PIZZA	LUNCH/TRAINING MEETING	53.97	
	MINSKYS PIZZA	SNOWDAY/MEAL	195.97	
	MINSKYS PIZZA	STAFF MEETING	51.21	
	MO PARK AND RECREATION	JOB POSTING	125.00	
	MO PARK AND RECREATION	JOB POSTING	125.00	
	MO SOCIETY PROF ENGINEERS	E-WEEK LUNCHEON/3 ATTENDEES	150.00	
	NAPWDA - NORTH AMERICAN, POLICE	MEMBERSHIP FEE/HERMAN	45.00	
	NATIONAL PEN COMPANY LLC	PRINTED SCREWDRIVER TOOLS/COMMUNITY	247.40	
	NATIONAL PEN COMPANY LLC	PENS	115.00	
	NHI	PIPE TRAINING/KLOTZ	50.00	
	NHI	PIPE TRAINING/JOHNSON,S.	50.00	
	PANERA BREAD	PC MEETING EXPENSE	160.42	
	PANERA BREAD	MEDICARE MEETING REFRESHMENTS	108.94	
	PANERA BREAD	PANERA BREAD/EMPLOYEE LUNCH	45.60	
	PANERA BREAD	GOVERNING BODY WORK SESSION	89.39	
	PAPA JOHN'S PIZZA	FOOD/SET CONSTRUCTION	167.53	
	PARTY CITY	DADDY DAUGHTER SUPPLIES	113.21	
	PARTY CITY	DADDY DAUGHTER SUPPLIES	40.88	
	PAY.GOV USHR FLAG	RETIREMENT FLAG/CAULEY	28.80	
	PAY.GOV USHR FLAG	RETIREMENT FLAG/FREEMAN	28.80	

Check #	Vendor	Description	Amount Paid	Check Total
	PEER SUPPORT FOUNDATION	TRAINING/VAUGHN	155.00	
	PETLAND	SUPPLIES FOR NATURE CENTER	70.97	
	PICKLEMANS GOURMET CAFE	BZA MEETING	190.16	
	PICKLEMANS GOURMET CAFE	PC MEETING	203.55	
	PLASTICPRINTERS.COM	IRONHORSE GIFT CARDS	806.15	
	POST PUBLISHING INC	SM POST INTRO FEE	0.99	
	PROVANTAGE LLC	COMPUTER HARDWARE	367.97	
	QUIK-TRIP	GARMIN WINNERS/GIFT CARDS	460.00	
	RANCH MART ACE HARDWARE	LOCK	15.40	
	RECREATION & PARK ASSOCIATION, I	FRAMED PHOTOGRAPH FOR NATURE CENTER	30.00	
	RECREATION & PARK ASSOCIATION, I	EXTRA TICKETS/AWARD LUNCHEON	30.00	
	SCHLOTZSKY'S	LUNCH/KKA TRAINING	81.81	
	SHRM	EMPLOYEE LAW/BENEFITS CONFERENCE/REAV	59.00	
	SPORTS TURF MANAGERS ASSN	ANNUAL MEMBERSHIP/LOWE	130.00	
	SPRINT	SPRINT/CELL PHONE SERVICE	5,540.16	
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	103.01	
	STATELINE PIZZA SHOPPE	STAFF LUNCH/S.O.C. SET-UP	75.35	
	STORAGEMART 0130	MONTHLY RENTAL	356.99	
	TRADER JOE'S	ADDL FLOWERS FOR S.O.C.	17.95	
	TRI-TECH FORENSICS INC.	TRAINING REGISTRATION/OSBORN	439.00	
	TYLER TECHNOLOGIES INC	TRAINING/KURZ	950.00	
	UCHEALTH MEDICAL GROUP	PRE-EMPLOYMENT TESTING/OGLESBY	283.00	
	UNIVERSITY OF KANSAS- REGISTAR	REFUND/CANCELLED CLASS	-45.00	
	UPS STORE, THE	SHIPPING CHARGES	53.07	
	US FLEET TRACKING	MONTHLY CHARGES/INVESTIGATIONS	39.95	
	WALGREEN'S	DISTILLED WATER	4.00	
	WALGREEN'S	DISTILLED WATER	6.00	
	WALMART	PRIZES/SUPPLIES DADDY DAUGHTER DATE	114.59	
	WATERMARK BOOKS	KS LEADERSHIP BOOKS/OSBORN,~	65.79	
	WATERMARK BOOKS	LEADERSHIP TRAINING BOOK AND SUPPLIES	33.89	
	WAYFAIR	CABINET/SMALL WEST CONF ROOM	234.55	
	WAYSIDE WAIFS	DONATION/PINT GLASS SALE	39.00	
	WORLD MARKET	SUPPLIES/KRPA CONFERENCE AUCTION	63.68	
	XYBIX SYSTEMS INC	TASK LIGHT FOR DISPATCH	388.95	**31,602.23**

Check #	Vendor	Description	Amount Paid	Check Total
100044	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT.	422.65	
		VEHICLE MAINT.~	444.55	
		VEHICLE MAINT.~	73.72	
		VEHICLE MAINT	39.15	**980.07**
100045	CONTINENTAL RESEARCH CORP	MECHANICS GLOVES	500.25	**500.25**
100046	CORPORATE HEALTH KU MEDWEST	POST-OFFER TESTING	1,083.00	
		POST-OFFER TESTING	1,061.00	**2,144.00**
100047	DELTA DENTAL PLAN OF KANSAS	FEBRUARY 2019 DENTAL PREMIUM	18,665.50	**18,665.50**
100048	DICK RAY MASTER PLUMBER	POOL BATHROOM TOILET / LEAK REPAIR	2,031.34	**2,031.34**
100049	ELECTRONIC TECHNOLOGY INC	SECURITY CAMERA SERVICE	360.00	**360.00**
100050	EVERLASTING SIGN ART	VEHICLE DECALS~	414.80	**414.80**
100051	GALLS LLC	UNIFORM SHIRT	75.60	
		UNIFORM ACCESSORIES	425.00	
		UNIFORM SHIRTS	142.54	**643.14**
100052	GALLS LLC	UNIFORMS	69.99	**69.99**
100053	GERKEN RENT-ALL	STUMP GRINDER RENTAL	226.80	**226.80**
100054	GOLFNOW LLC	JANUARY COMMISSIONS	159.88	**159.88**
100055	GRAINGER INC	MATERIAL & SUPPLIES	40.56	
		MATERIALS & SUPPLIES	33.14	
		MATERIALS & SUPPLIES	104.46	
		BLOWER	72.95	**251.11**
100056	GRAINGER INC	IRRIGATION MAINTENANCE SUPPLIES	71.13	**71.13**
100057	GREAT PLAINS ROOFING	BUILDING & GROUNDS	410.36	**410.36**
100058	GT DISTRIBUTORS INC	UNIFORM SUPPLIES	443.94	
		AMMUNITION	2,145.82	**2,589.76**
100059	H2O WINDOW CLEANING LLC	WINDOW CLEANING	137.00	**137.00**

Check #	Vendor	Description	Amount Paid	Check Total
100060	HDR ENGINEERING INC	PRELIM ENGINEERING STUDY STORMWATER	5,997.50	**5,997.50**
100061	HEN HOUSE BALLS FOOD STORES	TRAINING ROOM SUPPLIES	72.64	
		TRAINING SUPPLIES	185.89	
		TRAINING SUPPLIES	35.96	
		MEETING EXPENSE	11.98	
		CHILI LUNCHEON SUPPLIES	7.58	**314.05**
100062	HERITAGE-CRYSTAL CLEAN	HAZARDOUS WASTE DISPOSAL	429.45	**429.45**
100063	IMSA - CENTRAL SECTION	TRAINING - WALLACE	400.00	
		TRAINING - WALLACE	400.00	**800.00**
100064	INTERSTATE ELECTRICAL SUPPLY	BUILDING & GROUNDS	76.90	**76.90**
100065	IPROMOTEU INC	2019 16OZ BIRTHDAY GLASSES	1,648.00	**1,648.00**
100066	JO CO COMMUNITY COLLEGE	TRAINING~	301.75	**301.75**
100067	JO CO COMMUNITY COLLEGE	TRAINING~	301.75	
		TRAINING~	301.75	
		TRAINING~	301.75	
		TRAINING~	301.75	**1,207.00**
100068	JO CO GOVERNMENT	EMC-NOTIFY JOCO MASS SYSTEM FEE	6,570.87	**6,570.87**
100069	JOHNSON COUNTY MOTOR VEHICLE	MOTORCYCLE PLATES	33.75	**33.75**
100070	JUST FRAME IT	RETIREMENT SUPPLIES	140.00	**140.00**
100071	KANSAS DEPT OF REVENUE	CEREAL MALT BEVERAGE LIC PERMIT	25.00	**25.00**
100072	KANSAS GOLF & TURF INC	EQUIPMENT SUPPLIES	557.27	**557.27**
100073	KELLER FIRE & SAFETY	FIRE SUPPRESSION SYSTEM MAINT	296.14	**296.14**
100074	KIERL-LATENSER, MARY	INSTRUCTOR FEES	168.00	**168.00**

Check #	Vendor	Description	Amount Paid	Check Total
100075	LEGAL RECORD	BID PUBLICATION	32.15	
		BID PUBLICATION	30.22	
		ORDINANCE PUBLICATION	53.05	
		ORDINANCE PUBLICATION	293.21	
		ORDINANCE PUBLICATION	277.31	
		PUBLIC NOTICE	48.40	**734.34**
100076	LENEXA POLICE DEPARTMENT	TRAINING-09/18 TO 09/20/19	2,100.00	**2,100.00**
100077	LEXINGTON PLUMBING & HEATING	PLUMBING SERVICE - CITY HALL	440.00	**440.00**
100078	LIGHT BULBS ETC	BUILDING MAINTENANCE SUPPLIES	754.56	**754.56**
100079	LINCOLN AQUATICS	POOL BUILDING/GROUNDS MAINT	893.16	**893.16**
100080	LIVE 4 DANZ INC	2019 DANCE CLASSES	1,065.35	**1,065.35**
100081	LOWES	HARDWARE SUPPLIES	35.02	
		HARDWARE SUPPLIES	10.80	
		WASHING MACHINE - FIRE STATION 1	627.05	
		HARDWARE SUPPLIES	27.37	**700.24**
100082	LOWES	WILD BIRD FOOD	30.36	
		HARDWARE SUPPLIES	39.70	
		HARDWARE SUPPLIES	33.12	
		HARDWARE SUPPLIES	83.90	
		HARDWARE SUPPLIES	23.70	
		WILD BIRD FOOD	30.36	
		HARDWARE SUPPLIES	23.72	
		HARDWARE SUPPLIES	145.35	
		WILD BIRD FOOD	61.78	
		HARDWARE SUPPLIES	11.34	
		HARDWARE SUPPLIES	30.96	
		HARDWARE SUPPLIES	41.22	
		HARDWARE SUPPLIES	154.36	
		HARDWARE SUPPLIES	493.21	
		HARDWARE SUPPLIES	35.65	
		HARDWARE SUPPLIES	6.75	**1,245.48**

Check #	Vendor	Description	Amount Paid	Check Total
100083	LOWES	STAGE COMPANY SET SUPPLIES	53.05	
		STAGE COMPANY SET SUPPLIES	39.13	
		SHOP VAC	114.49	
		HARDWARE SUPPLIES	173.48	**380.15**
100084	LOWES	FERTILIZER BUCKETS	55.89	
		IRRIGATION SUPPLIES	26.17	**82.06**
100085	LSC COMMUNICATIONS US	PRINT 2019 SUMMER GUIDE	8,799.53	**8,799.53**
100086	METRO POLYGRAPH LLC	PRE-EMPLOYMENT SCREENING	900.00	**900.00**
100087	MOBILFONE WIRELESS	COMMUNICATION	155.71	**155.71**
100088	NEEDLEMAN, MICHAEL	2019 4TH OF JULY BAND	450.00	**450.00**
100089	NIGROS WESTERN STORE INC	EMPLOYEE UNIFORMS	3,881.97	**3,881.97**
100090	NORTHERN SAFETY COMPANY INC	SAFETY SUPPLIES	596.08	**596.08**
100091	O REILLY AUTO PARTS	VEHICLE SUPPLIES	22.38	
		FLEET SUPPLIES	2.99	
		MATERIALS & SUPPLIES	108.96	
		WORK GLOVES	114.95	
		WORK GLOVES	24.99	
		EQUIPMENT SUPPLIES	26.56	
		SPARK PLUGS (8)	28.72	
		VEHICLE SUPPLIES	6.98	**336.53**
100092	OBIJI, MISHEA	CLEANING	300.00	**300.00**
100093	OVERLAND PARK ART & FRAME	CUSTOM FRAMING	89.00	**89.00**
100094	PETTY CASH - CITY OF LEAWOOD	REIMBURSEMENTS	107.85	**107.85**
100095	PLUMBERS FRIEND INC, THE	PLUMBING SUPPLIES	324.09	
		DRAIN CLEANER	39.22	**363.31**
100096	PNC EQUIPMENT FINANCE LLC	FIRE PUMPER LEASE PAYMENT	146,703.09	**146,703.09**

Check #	Vendor	Description	Amount Paid	Check Total
100097	PRIDE CLEANERS MJV-A LLC	LAUNDER TABLECLOTHS	36.00	
		LAUNDER TABLECLOTHS	36.00	
		LAUNDER TABLECLOTHS	36.00	
		LAUNDER TABLECLOTHS	36.00	
		LAUNDER TABLECLOTHS	24.00	**168.00**
100098	PRINT TIME	CAFR COVERS	55.00	**55.00**
100099	PROFESSIONAL TURF PRODUCTS	EQUIPMENT SUPPLIES	120.53	
		IRRIGATION SUPPLIES	79.65	**200.18**
100100	PROGRESSIVE ELECTRONICS INC	FIRE ALARM MONITORING 4Q 2018	84.00	**84.00**
100101	Q4 INDUSTRIES LLC	FACILITY SUPPLIES	629.68	
		COPY PAPER	217.53	
		BUILDING SUPPLIES	1,772.62	
		FACILITY SUPPLIES	58.10	**2,677.93**
100102	RED FORCE FIRE & SECURITY, THE	FIRE EXTINGUISHER SERVICE	109.82	**109.82**
100103	RED WING SHOE STORE	SAFETY BOOTS~	200.00	
		UNIFORMS	221.98	**421.98**
100104	REEVES WIEDEMAN COMPANY	BUILDING & GROUNDS	162.50	**162.50**
100105	REGIONAL JUSTICE INFORMATION	WEB SUBSCRIPTION FEES	2,535.01	**2,535.01**
100106	ROB SIGHT FORD	VEHICLE PARTS	51.74	
		VEHICLE PARTS	280.08	**331.82**
100107	SCOTWOOD INDUSTRIES INC	MAGNESIUM CHLORIDE-FREEZGARD Z 4500GAL	5,700.36	**5,700.36**
100108	SIPPLE, KAY L	2019 YOGA CLASSES	1,953.90	**1,953.90**
100109	SITEONE LANDSCAPE SUPPLY LLC	ICE MELT	191.00	**191.00**

Check #	Vendor	Description	Amount Paid	Check Total
100110	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	32.46	
		OFFICE SUPPLIES	30.95	
		OFFICE SUPPLIES	33.10	
		OFFICE SUPPLIES	39.88	
		OFFICE SUPPLIES	3.40	
		OFFICE SUPPLIES	91.26	
		OFFICE SUPPLIES	46.92	**277.97**

Check #	Vendor	Description	Amount Paid	Check Total
100111	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	115.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
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		YARD WASTE TIP FEE - STORM DEBRIS	30.00	
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		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	154.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
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		YARD WASTE TIP FEE - STORM DEBRIS	154.00	
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		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	154.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	

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		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	115.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - STORM DEBRIS	35.00	
		YARD WASTE TIP FEE - PARKS	40.00	
		YARD WASTE TIP FEE - PARKS	58.00	
		YARD WASTE TIP FEE - PARKS	22.00	
		YARD WASTE TIP FEE - PARKS	25.00	
		YARD WASTE TIP FEE - PARKS	10.00	
		YARD WASTE TIP FEE - PARKS	33.00	
		YARD WASTE TIP FEE - PARKS	18.00	
		YARD WASTE TIP FEE - PARKS	18.00	
		YARD WASTE TIP FEE - PARKS	18.00	**3,629.00**
100112	SUPERIOR VISION SERVICES INC	FEBRUARY 2018 VISION PREMIUM	1,929.16	**1,929.16**
100113	TABEN GROUP LC	MARCH 2019 SEC 125 ADMIN FEES	161.50	**161.50**
100114	TIME WARNER CABLE	CABLE	53.46	**53.46**
100115	TOMPKINS INDUSTRIES INC	EQUIPMENT SUPPLIES	21.22	**21.22**
100116	UNUM LIFE INSURANCE CO	FEBRUARY 2019 LTC PREMIUM	1,033.60	**1,033.60**
100117	VAN BOOVEN LAWN & TREE CARE	JAN '19 SNOW STORM DEBRIS PICK UP	12,040.00	**12,040.00**
100118	VANCE BROS INC	ASPHALT	140.00	
		ASPHALT	140.00	
		ASPHALT	155.00	**435.00**
100119	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	128.03	**128.03**

Check #	Vendor	Description	Amount Paid	Check Total
100120	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	103.78	**103.78**
100121	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	96.04	
		MAT CLEANING	96.04	
		MAT CLEANING	96.04	
		MAT CLEANING	98.54	**386.66**
100122	WASSALL, SEAN	REIMBURSEMENT	67.98	**67.98**
100123	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	277.27	
		TRASH DISPOSAL	259.24	
		TRASH DISPOSAL	49.00	
		TRASH DISPOSAL	206.60	
		TRASH DISPOSAL	289.49	
		TRASH DISPOSAL	174.21	**1,255.81**
100124	WATCHGUARD INC	PATROL SUPPLIES	70.00	**70.00**

Check #	Vendor	Description	Amount Paid	Check Total
100125	WATER DISTRICT 1 JO CO	WATER SERVICE	215.13	
		WATER SERVICE	64.90	
		WATER SERVICE	25.10	
		WATER SERVICE	44.20	
		WATER SERVICE	64.90	
		WATER SERVICE	25.10	
		WATER SERVICE	31.84	
		WATER SERVICE	17.80	
		WATER SERVICE	164.18	
		WATER SERVICE	64.90	
		WATER SERVICE	64.90	
		WATER SERVICE	70.37	
		WATER SERVICE	28.40	
		WATER SERVICE	90.40	
		WATER SERVICE	17.80	
		WATER SERVICE	115.02	
		WATER SERVICE	14.20	
		WATER SERVICE	208.47	
		WATER SERVICE	100.14	
		WATER SERVICE	28.40	
		WATER SERVICE	141.71	
		WATER SERVICE	103.23	
		WATER SERVICE	25.10	**1,726.19**
100126	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	94.16	**94.16**
100127	WESTLAKE HARDWARE	HARDWARE SUPPLIES	67.72	
		HARDWARE SUPPLIES	34.56	
		IRRIGATION SUPPLIES	16.98	
		HARDWARE SUPPLIES	15.98	
		HARDWARE SUPPLIES	22.96	**158.20**
380319	KC POWER & LIGHT CO	POWER SERVICE	187.35	**187.35**

103 checks in this report.

Grand Total All Checks:	359,905.93

CITY OF LEAWOOD
Check Date 03/13/2019
Ordinance 2019-10

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
100128	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE	349.00	**349.00**
100129	AHEAD INC	PROSHOP MERCHANDISE	678.38	**678.38**
100130	ALLIED OIL & TIRE COMPANY	DIESEL EXHAUST FLUID	687.88	**687.88**
100131	APAC KANSAS INC	STONE	452.97	**452.97**
100132	ARTHUR J GALLAGHER RISK MGMNT	QTRLY INSURANCE INSTALLMENT	90,990.25	**90,990.25**
100133	AUDUBON INTERNATIONAL	MEMBERSHIP RENEWAL	300.00	**300.00**
100134	BATTERIES PLUS	BATTERY	18.95	**18.95**
100135	BEST PORTABLE TOILETS INC	PORTABLE TOILETS SERVICE/MAINTENANCE	1,125.00	
		PORTABLE TOILETS SERVICE/MAINTENANCE	1,125.00	**2,250.00**
100136	BLUE VALLEY HIGH SCHOOL	'19 BV HIGH SCHOOL PROJECT GRAD	2,950.00	**2,950.00**
100137	BLUE VALLEY LABORATORIES INC	GOLF HOLE POND MAINTENANCE	450.00	
		GOLF HOLE POND MAINTENANCE	225.00	**675.00**
100138	BLUE VALLEY TRACTOR & SUPPLY	EQUIPMENT SUPPLIES	125.28	**125.28**
100139	CARQUEST AUTO PARTS	VEHICLE SUPPLIES	34.62	
		EQUIPMENT SUPPLIES	10.90	**45.52**
100140	CDW GOVERNMENT INC	4 BROADCOM 57412 NETWORK CARDS	1,556.08	
		COMPUTER SUPPLIES	294.00	**1,850.08**
100141	CHARLESWORTH CONSULTING LLC	RISK MGMT/INSURANCE CONSULTING	500.00	**500.00**
100142	CHETS LOCK & KEY	KEYS	20.93	**20.93**
100143	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT	1,088.84	**1,088.84**

Check #	Vendor	Description	Amount Paid	Check Total
100144	CORPORATE HEALTH KU MEDWEST	SCREENINGS / HEPATITIS B VACCINE	241.00	**241.00**
100145	CROFT TRAILER SUPPLY INC	MATERIALS & SUPPLIES	67.70	**67.70**
100146	DATCO INC	UNIFORMS	321.60	**321.60**
100147	DREXEL TECHNOLOGIES	PLOTTER INK	534.45	
		CUTTER-PLOTTER SERVICE/SUPPLIES	144.80	
		POST JOB IN THE PLAN ROOM	114.94	**794.19**
100148	E EDWARDS WORK WEAR INC	WORK CLOTHING	1,241.92	**1,241.92**
100149	EZLINKS GOLF LLC	ONLINE TEE TIMES	972.50	**972.50**
100150	FAGAN COMPANY, THE	BUILDING MAINTENANCE-LABOR	1,760.65	**1,760.65**
100151	FAMILY CONSERVANCY, THE	Q1 ALCOHOL TAX FUND ALLOCATION	1,758.75	**1,758.75**
100152	FBI - LEEDA	MEMBERSHIP FEES	50.00	**50.00**
100153	FITZGERALD, COLIN	RECONCILIATION	180.09	**180.09**
100154	FOLEY, CHRISTOPHER	REIMBURSE CDL	33.75	**33.75**
100155	GAILS HARLEY DAVIDSON	MOTORCYCLE MAINTENANCE	136.00	**136.00**
100156	GALLS LLC	UNIFORMS	362.80	
		UNIFORM ADJUSTMENTS	14.96	**377.76**
100157	GALLS LLC	UNIFORMS	139.98	**139.98**
100158	GPSI LEASING II - ACCORD LLC	GOLF CAR GPS SERVICES FOR 2019	1,628.00	**1,628.00**
100159	GRAINGER INC	BUILDING MAINTENANCE SUPPLY	203.44	
		MATERIAL & SUPPLIES	186.15	
		BUILDING MAINTENANCE SUPPLIES	172.41	
		MATERIALS & SUPPLIES	62.04	
		BUILDING MAINTENANCE SUPPLIES	50.86	**674.90**

Check #	Vendor	Description	Amount Paid	Check Total
100160	GUNTER PEST MANAGEMENT INC	PEST CONTROL	125.00	
		PEST CONTROL	100.00	
		PEST CONTROL	55.00	
		PEST CONTROL	55.00	
		PEST CONTROL	50.00	
		PEST CONTROL	40.00	
		PEST CONTROL	40.00	
		PEST CONTROL	35.00	**500.00**
100161	HARPER INDUSTRIES INC	EQUIPMENT SUPPLIES	316.23	**316.23**
100162	HAWLEY, JARRETT	RECONCILIATION	180.09	**180.09**
100163	HEN HOUSE BALLS FOOD STORES	TRAINING ROOM SUPPLIES	22.94	**22.94**
100164	ICE MASTERS INC	ICE MACHINE RENTAL	172.00	
		ICE MACHINE RENTAL	157.00	
		BUILDING & GROUNDS	114.00	
		ICE MACHINE RENTAL	67.00	**510.00**
100165	INSIGHT PUBLIC SAFETY	NEW HIRE EVALUATIONS (3)	1,350.00	**1,350.00**
100166	INTERSTATE ELECTRICAL SUPPLY	MATERIAL & SUPPLIES	376.56	**376.56**
100167	JANSSEN GLASS & DOOR LLC	BUILDING & GROUNDS	225.00	**225.00**
100168	JO CO GOVERNMENT	RTA-Q1 ONLINE SUBSCRIPTION	450.00	**450.00**
100169	KANSAS CITY GOLF ASSOCIATION	GHIN HANDICAP SERVICE	968.00	**968.00**
100170	KANSAS GOLF & TURF INC	BLOWER	7,521.00	**7,521.00**
100171	KANSAS GOLF & TURF INC	EQUIPMENT SUPPLIES	39.68	**39.68**
100172	KC BOBCAT INC	EQUIPMENT SUPPLIES	221.30	**221.30**
100173	LANGUAGE LINE SERVICES	INTERPRETATION SERVICES	40.99	**40.99**
100174	LARRYS GLASS SERVICE	VEHICLE REPAIR	275.48	**275.48**

Check #	Vendor	Description	Amount Paid	Check Total
100175	LASER CYCLE INC	PRINTER TONER	94.99	
		PRINTER TONER	89.98	**184.97**
100176	LEAWOOD CHAMBER OF COMMERCE	STATE OF THE COUNTY LUNCHEON	350.00	
		GOLF OUTING 4-30-19~	240.00	**590.00**
100177	LIBERTY MOUNTAIN SPORTS LLC	MATERIALS & SUPPLIES	123.54	**123.54**
100178	LOCATION TECHNOLOGIES INC	MATERIALS & SUPPLIES	79.00	**79.00**
100179	LOGAN CONTRACTORS SUPPLY INC	MATERIALS & SUPPLIES	76.08	**76.08**
100180	LOWES	HARDWARE SUPPLIES	139.81	
		HARDWARE SUPPLIES	134.08	
		HARDWARE SUPPLIES	102.14	
		BUILDING MAINTENANCE SUPPLIES	95.83	
		HARDWARE SUPPLIES	75.55	
		HARDWARE SUPPLIES	65.29	
		HARDWARE SUPPLIES	48.64	
		HARDWARE SUPPLIES	36.57	
		BUILDING MAINTENANCE SUPPLIES	32.96	
		HARDWARE SUPPLIES	30.91	
		BUILDING MAINTENANCE SUPPLIES	26.02	
		HARDWARE SUPPLIES	25.23	
		HARDWARE SUPPLIES	23.72	
		HARDWARE SUPPLIES	19.55	
		HARDWARE SUPPLIES	19.49	
		HARDWARE SUPPLIES	18.55	
		HARDWARE SUPPLIES	14.09	
		BUILDING MAINTENANCE SUPPLIES	13.58	
		HARDWARE SUPPLIES	8.25	
		HARDWARE SUPPLIES	5.35	**935.61**
100181	LUCITY INC	LUCITY RENEWAL	12,400.24	**12,400.24**
100182	MAIS, TIMOTHY	TRAVEL ADVANCE - MAIS	56.00	**56.00**

Check #	Vendor	Description	Amount Paid	Check Total
100183	MICRO CENTER AR	COMPUTER SUPPLIES	344.91	
		COMPUTER SUPPLIES	95.96	
		COMPUTER SUPPLIES	86.95	
		PRINTER TONER	69.99	
		COMPUTER SUPPLIES	13.98	**611.79**
100184	MILL CREEK RIFLE CLUB	MEMBERSHIP DUES 2019	90.00	**90.00**
100185	NASRO	MEMBERSHIP DUES 2019	40.00	**40.00**
100186	NIGROS WESTERN STORE INC	EMPLOYEE UNIFORMS	883.99	**883.99**
100187	NORTHERN TOOL & EQUIP, BLUE TAR	EQUIPMENT SUPPLIES	172.77	**172.77**
100188	O REILLY AUTO PARTS	VEHICLE SUPPLIES	69.32	
		MATERIALS & SUPPLIES	42.45	
		VEHICLE PARTS	42.32	
		VEHICLE SUPPLIES	37.16	
		VEHICLE SUPPLIES	10.24	
		VEHICLE PARTS	8.39	
		OIL FILTER	5.50	
		EQUIPMENT SUPPLIES	4.29	
		OIL FILTER	4.11	
		OIL FILTER	4.11	**227.89**
100189	PB HOIDALE CO INC	SERVICE FUEL MASTER TOTALIZER	142.25	**142.25**
100190	PHILLIPS 66-CONOCO-76	TRAINING FUEL	112.67	**112.67**
100191	PRAXAIR DISTRIBUTION INC 493	INDUSTRIAL ACETYLENE	380.40	**380.40**
100192	PRESTIGE FLAG & BANNER	PRISM TOURNAMENT PINS	1,872.76	
		FLAGS	826.63	**2,699.39**
100193	PROGRESSIVE ELECTRONICS INC	FIRE ALARM/SPRINKLER REPAIR	289.60	**289.60**
100194	RAMAIR INC	HVAC FILTERS	41.73	**41.73**
100195	RANCHVIEW FLORAL & INTERIORS	RETIREMENT SUPPLIES	30.00	**30.00**

Check #	Vendor	Description	Amount Paid	Check Total
100196	RED FORCE FIRE & SECURITY, THE	FIRE EXTINGUISHER INSPECTION	34.00	**34.00**
100197	REEVES WIEDEMAN COMPANY	MATERIAL & SUPPLIES	30.19	**30.19**
100198	ROB SIGHT FORD	VEHICLE SUPPLIES	145.67	
		VEHICLE PARTS	61.85	
		VEHICLE PARTS	49.12	**256.64**
100199	ROMA BAKERY	PREPARED FOOD	28.72	**28.72**
100200	RUBIN BROWN	CITY AUDIT SERVICES	2,500.00	**2,500.00**
100201	SANDERS, NIC	EMPLOYEE WELLNESS COMMITTEE LUNCH	110.00	**110.00**
100202	SCOTWOOD INDUSTRIES INC	MAGNESIUM CHLORIDE-FREEZGARD	5,879.72	**5,879.72**
100203	SHRED-IT USA LLC	SHREDDING SERVICE	317.81	**317.81**
100204	SOLARWINDS INC	HELPDESK ADDITIONAL SEATS	2,085.00	**2,085.00**
100205	SOUTHEASTERN SECURITY CONS IN(	PRE-EMPLOYMENT SCREENING	18.50	**18.50**
100206	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	45.44	
		OFFICE SUPPLIES	35.36	
		OFFICE SUPPLIES	28.49	
		OFFICE SUPPLIES	13.88	
		OFFICE SUPPLIES	4.33	**127.50**
100207	TIME WARNER CABLE	CABLE~	33.07	**33.07**
100208	TOMPKINS, DAVID	TRAVEL ADVANCE - KLETC	75.00	**75.00**
100209	TOWN & COUNTRY BLDG SERVICES	CLEANING SERVICES AT JC	4,950.00	
		MARCH CLEAN - CITY HALL 1ST/2ND	1,280.00	
		MARCH CLEAN - CITY HALL LL	950.00	
		MARCH CLEAN - PW MAINT	695.00	**7,875.00**
100210	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL INVESTIGATION SERVICES	50.00	**50.00**

Check #	Vendor	Description	Amount Paid	Check Total
100211	TROON GOLF LLC	MANAGEMENT FEES - TROON 2019	9,292.24	
		COOP MKTG & SERVICES TROON 2019	1,625.00	
		CENTRALIZED SERVICES TROON 2019	1,129.27	**12,046.51**
100212	UNITED COMMUNITY SERVICES	ALCOHOL TAX FUND ALLOCATION	4,080.75	**4,080.75**
100213	UNIVERSITY OF KS	TRAINING	20.00	**20.00**
100214	VAN-WALL EQUIPMENT INC	COURSE SUPPLIES-	2,128.62	
		EQUIPMENT	265.94	**2,394.56**
100215	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	557.92	
		TRASH DISPOSAL	217.12	
		TRASH DISPOSAL~	171.72	
		TRASH DISPOSAL~	120.63	
		TRASH DISPOSAL~	88.13	
		TRASH DISPOSAL	49.00	**1,204.52**
100216	WATER DISTRICT 1 JO CO	WATER SERVICE~	107.38	
		WATER SERVICE~	76.21	
		WATER SERVICE~	51.22	**234.81**
100217	WESTLAKE HARDWARE	HARDWARE	22.57	
		HARDWARE	7.98	**30.55**
100218	WINFIELD SOLUTIONS LLC	FERTILIZER	224.00	**224.00**
2600319	KC POWER & LIGHT CO	POWER SERVICE	33.82	**33.82**
3140319	KC POWER & LIGHT CO	POWER SERVICE	36.15	**36.15**
3380319	KC POWER & LIGHT CO	POWER SERVICE	344.47	**344.47**
5090319	KC POWER & LIGHT CO	POWER SERVICE	199.16	**199.16**
6040319	KC POWER & LIGHT CO	POWER SERVICE	60.62	**60.62**
6240319	KC POWER & LIGHT CO	POWER SERVICE	12.83	**12.83**
6400319	KC POWER & LIGHT CO	POWER SERVICE	112.37	**112.37**

Check #	Vendor	Description	Amount Paid	Check Total
6540319	KC POWER & LIGHT CO	POWER SERVICE	37.57	**37.57**
8380319	KC POWER & LIGHT CO	POWER SERVICE	735.49	**735.49**
4100319	KC POWER & LIGHT CO	POWER SERVICE	229.40	**229.40**
6170319	KC POWER & LIGHT CO	POWER SERVICE	268.07	**268.07**
2030319	KC POWER & LIGHT CO	POWER SERVICE	31.24	**31.24**
0420319	KC POWER & LIGHT CO	POWER SERVICE	20.77	**20.77**
8830319	KC POWER & LIGHT CO	POWER SERVICE	60.07	**60.07**
9120319	KC POWER & LIGHT CO	POWER SERVICE	36.39	**36.39**
4340319	KC POWER & LIGHT CO	POWER SERVICE	185.03	**185.03**
5430319	KC POWER & LIGHT CO	POWER SERVICE	34.30	**34.30**
5520319	KC POWER & LIGHT CO	POWER SERVICE	20.37	**20.37**
3130319	KC POWER & LIGHT CO	POWER SERVICE	195.80	**195.80**
6510319	KC POWER & LIGHT CO	POWER SERVICE	44.15	**44.15**

111 checks in this report.

Grand Total All Checks: 188,881.98

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DRAFT

7.B.

Regular Meeting

THE LEAWOOD CITY COUNCIL

March 4, 2019

Minutes

DVD No. 436

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, March 4, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: Chuck Sipple and Mary Larson

Staff Present: Scott Lambers, City Administrator
Patty Bennett, City Attorney
Chris Claxton, Parks & Recreation Director
Nic Sanders, Human Resource Director
Mike Pelger, Info. Services Specialist II
David Ley, Public Works Director
Chief Troy Rettig, Police Department
Chief Dave Williams, Fire Department
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
Troy Newport, Troon Management, Ironwoods Golf Course

1. **PLEDGE OF ALLEGIANCE** – Led by Noah Tarjan, Star Rank Scout from Troop 61.

2. **APPROVAL OF AGENDA**

A motion to approve the agenda was made by Councilmember Rawlings; seconded by Councilmember Harrison. The motion was approved with a unanimous vote of 6-0.

3. **CITIZEN COMMENTS** – None
Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. It is not appropriate to use profanity or comment on pending litigation, municipal court matters or personnel issues. Comments about items that appear on the action agenda will be taken as each item is considered. CITIZENS ARE REQUESTED TO KEEP THEIR COMMENTS UNDER 5 MINUTES.

4. **PROCLAMATIONS** – None

5. **PRESENTATIONS/RECOGNITIONS** – None

6. SPECIAL BUSINESS

Resolution No. 5132, 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]

Mr. Ley displayed a street map depicting residential winter storm debris pick-up as of March 1, 2019. Curbside pickup has occurred on approximately 40% of streets. Completed streets were shown in green, with pickup in progress on streets shown in red. There has been expenditure of $60,000 to-date. VanBooven Tree Care has two days work remaining on their $30,000 contract. The request is for an additional $60,000 for Arbor Masters Tree & Landscape to complete pickup between 133rd Street and north City limits. Arbor Masters has the least expensive hourly rate and would provide three trucks, and if approved, would again commence residential pickup on Wednesday. There will be no pickup from commercial properties, 133rd Street to 137th Street. Parks and Recreation and Public Work crews would complete the remainder of pickup south of 137th Street, pickup taking another three to four weeks to complete.

Mr. Ley confirmed to Councilmember Azeltine the City had previously provided debris pickup after storms in October 1996. Mr. Lambers stated debris from October was far worse. Councilmember Azeltine stated he had received comments from neighbors and from other areas that residents had taken the opportunity to prune their trees and place the limbs curbside for City pickup. He stated the City had under-sourced and should move more quickly in the future; Mr. Ley agreed. Mayor Dunn stated some residents do not realize that debris pickup ceases because City crews provide snow removal from storm events occurring every four to five days, since the start of debris pickup in January. Mr. Ley added it takes about three days to re-equip City trucks to switch between snow removal and debris pickup operations. Mayor Dunn asked the Councilmembers to educate their constituents in this regard.

Councilmember Filla thanked Mr. Ley. She stated her all neighbors are very patient and if the City had not provided the service, her Home Owners Association would have needed a special assessment on residents to cover costs. Mayor Dunn thanked Mr. Ley and stated her neighbors are thrilled their debris has been removed.

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

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
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 No. 5133**, 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 No. 5134**, 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 No. 5135**, 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 No. 5136**, 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 No. 5137**, 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 No. 5138**, approving and authorizing the Mayor to execute a Intergovernmental Agreement between the City and WaterOne, pertaining to the 143rd Street Improvement Project between Windsor and Overbrook Road [Project # 80129]

R. **Resolution No. 5139**, 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

Councilmember Filla requested Consent Agenda Item 7.I. be pulled.

A motion to approve the remainder of the Consent Agenda was made by Councilmember Azeltine; seconded by Councilmember Harrison. The motion was approved with a unanimous vote of 6-0.

7.I. Approve 2019 Governing Body Goals & Objectives

Councilmember Filla stated she had not attended the Governing Body Work Session on Goals and Objectives and offered apologies. She proposed a motion for an addendum to the short-term goals for proactive review of future stormwater funding. The City's 1/8th cent sales tax has two-years remaining and there are more than $50 Million in stormwater improvements to make. The impact of the County's revised is policy to fund only 50% rather than 75% of stormwater project costs is not known.

Councilmember Azeltine stated with the 1/8th Cent Sales Tax expiring in 2021, the City needs to begin looking at project funding options in 2020. He stated Finance Director Dawn Long and Budget Manager Kathy Byard attended a Stormwater Management Committee meeting and were asked to research enabling State statute to determine if the City could increase the tax.

Mayor Dunn anticipated the Stormwater Management Committee would provide a referral recommendation for consideration at a future Governing Body meeting.

Mr. Lambers stated funds from the 1/8th Cent Sales Tax are divided evenly between streets and storm sewer projects, so a joint referral from the Stormwater Management Committee and Public Works Committee is recommended, especially when reviewing ways to generate increased funding. Mayor Dunn stated the expertise of citizen committee members was needed, especially in regard to stormwater. Mr. Lambers suggested that due to inflation since the tax election, increase from 1/8th cent to 1/4 cent or 3/8th cent may be appropriate. Mayor Dunn stated such an increase may be more palatable than a stormwater utility tax.

A motion to amend the short-term goals to add review and evaluate stormwater funding options was made by Councilmember Filla; seconded by Councilmember Harrison. The motion was approved with a unanimous vote of 6-0.

A motion to approve the amended 2019 Governing Body Goals and Objectives was made by Councilmember Rawlings; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 6-0.

8. MAYOR'S REPORT

A. Director of Finance Dawn Long, Budget Coordinator Kathy Byard, City Administrator Scott Lambers and I met with County Appraiser Paul Welcome this morning. Summary of the 2019 Revaluation Report has been shared with the City Council. To highlight:

1. Market value comparison of appraised values for all areas, including new construction, from 2018 to 2019 increased by 7.20%, as compared to 5.01% a year ago.
2. Retail market is in expansion mode and most retail activity is in the redevelopment stage with mixed-use types of properties throughout County.
3. Apartment market is in expansion mode too, with 2,300 new unit starts this year and another 10,000 units in the pipeline.
4. Hotel market is in expansion mode, with eight new hotels under construction and 10 more proposed.
5. Residential market is in expansion mode, with 93% of values increasing in the 2019 valuation year.

6. In Leawood, 23% of properties increased 5% or less, about 33% increased 5% to 10%, another 33% increased over 10%, and about 9.9% decreased in valuation. Overall, 90% increasing and 10% decreasing.
7. Office market is in expansion mode.
8. Multiple Service Listings [MLS] shows continued positive sales price grow with north Leawood homes increasing about 9% and south Leawood homes increasing about 9.65%.
9. The average appraised value of a home in Leawood for 2019 is $560,000, compared to $520,700 last year, a 7.42% growth.

Lots of positive economic news!

B. Councilmember Chuck Sipple joined Scott Lambers and me at a recent Johnson County Elephant Club event where Senator Pat Roberts was the keynote speaker.

C. Congratulations to Sustainability Advisory Board Chair Chuck Sipple and Vice Chair Lisa Harrison, and their Board on the very successful Sustainability Summit. It was the 11th annual. We had nearly all Councilmembers and City Departments represented. There were many positive comments from attendees regarding educational information that was shared.

D. Attended the 58th Annual Greater Kansas Mayors' Prayer Breakfast with mayors from a five-county region. Mission: "To honor God, encourage spiritual awakening and moral growth in every citizen throughout the Greater Kansas City area."

E. Attended the American Public Square and Radio Station KCUR sponsored program titled "Lifelines – Preventing Teen Suicide" hosted by Church of the Resurrection in Leawood. Councilmember Chuck Sipple was also in attendance along with 1,500 registered guests. Please see informational handout on teen suicide that was provided at the event. This is a very serious problem in our community.

F. Congratulations on the excellent "Art Around Leawood" feature in the February 2019 Leawood Lifestyle Magazine. The photos were outstanding and Cultural Arts Coordinator April Bishop assisted with the script. It's very well done!

9. COUNCILMEMBERS' REPORT – None

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT – None

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION – None

13. OLD BUSINESS – None

14. OTHER BUSINESS – None

15. NEW BUSINESS

A. **Ordinance No. 2929C**, 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]

Ms. Bennett stated the proposed renewal was for a previous franchise issued to tw telecom of Kansas City which is now Level 3 Telecom, having an initial six-year term that would automatically renew for two successive terms of two years each, for a total of 10 years.

A motion to pass Agenda Item 15.A. was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous roll call vote of 6-0.

B. **Resolution No. 5141**, 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

Ms. Bennett confirmed to Mayor Dunn the Final Plan and Public Hearing would be on the same Governing Body meeting agenda, anticipated date to be April 15, 2019. Otherwise, the date of the Public Hearing would be continued as necessary. Mr. Lambers stated it is the City's practice to approve the Final Plan before consideration of adopting and establishment of a Community Improvement District [CID].

Mayor Dunn acknowledged the attendance of Mr. Trip Ross, who had no comments.

A motion to approve the Agenda Item 15.B. was made by Councilmember Filla; seconded by Councilmember Osman. The motion was approved with a unanimous vote of 6-0.

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

Ms. Bennett shared that Mr. Curtis Petersen has stated he is working on a draft agreement. She and Mr. Petersen would continue to work together in advance of the anticipated April 15, 2019 Governing Body meeting date.

A motion to approve the Agenda Item 15.C. as stated was made by Councilmember Filla; seconded by Councilmember Rawlings. The motion was approved with a unanimous vote of 6-0.

ADJOURN

There being no further business, the meeting was adjourned at 7:55 P.M.

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Debra Harper, CMC, City Clerk

_____

Cindy Jacobus, Assistant City Clerk

Return to Agenda

7.C.

MINUTES of the
STORMWATER MANAGEMENT COMMITTEE

Meeting of: Wednesday, January 30, 2019
Leawood City Hall, Main Conference Room

COMMITTEE MEMBERS PRESENT:
James Azeltine, CHAIR and Councilmember Ward 4
Debra Filla, Vice Chair and Councilmember Ward 1
Lisa Harrison, Councilmember Ward 3
Skip Johnson
John Kahl
Mary Larson, Councilmember Ward 2
Carole Lechevin
David Lindley
Curt Talcott

COMMITTEE MEMBERS ABSENT:
Bill Ramsey

STAFF PRESENT:
David Ley, P.E., Director of Public Works
Brian Scovill, P.E. City Engineer
Julie Stasi, Admin. Services Manager, Sr.

CALL TO ORDER: Chair Azeltine called the meeting to order at 7:30 A.M.
FIRST ITEM OF BUSINESS: **Review and approval of previous meeting Minutes.**
ACTION: Lisa Harrison made a Motion to approve the Minutes as corrected of November 28, 2018. Mary Larson seconded the Motion to approve. All members in attendance were in favor. Motion passed; Minutes approved.

SECOND ITEM OF BUSINESS: Design Consultant Selection for Second Phase of Stormwater Project in the Waterford Subdivision: 3504 W 129th Area, SMAC Project TM-04-007, Leawood Project #77017. David Ley-gave a review of the project map; pointing out the current phase that is under design and that this review for today is for design of the second phase. The Committee received packets last week with proposals of five consultants to review.

Committee Members had a brief discussion on their voting and what they look for. A few of the details looked for in the presentations would be the manager, planned schedule, detail effort in presentation, existing conditions, diversity of the team. Some may have worked for a similar firm and gained experience that way. Quality control is important, cost effectiveness. Storm projects being designed with stormwater engineers verses a road projects/traffic engineer. The number of times do they meet or plan to meet with residents on the project. Is the firm using a seasoned or specified engineer on the project or are they using a field of several inexperienced people on the job? Did they just repeat in their presentation the request information, or did they also come up with additional solutions and information to consider?

Committee members handed in their grade sheets for each firm and the scores were collected. Five (5) firms reviewed (in alphabetical order) were: Benesch, GBA, Lamp Rynearson, Olsson and Walter P. Moore.

ACTION: Deb Filla made a Motion to recommend to Council the selection of the top scoring firm (George Butler Associates, Inc. (GBA)) for the Design of the Stormwater Project as well as a recommendation of the second scoring firm (Lamp Rynearson) for the next stormwater project, the Design of the Corrugated Metal Pipe Project coming next year. Mary Larson seconded the Motion.
All members in attendance were in favor. Motion passed.

Staff and Chair Azeltine want to meet in February to review future stormwater projects and also hear from our Finance Department Budget Manager about funding of projects. It is important to know what we have coming and also take a look at the approval time to plan for funding of these projects.

Chair Azeltine adjourned the meeting at 8:10 AM.

Minutes submitted by Julie Stasi, Leawood Public Works Department.

Return to Agenda

7.D.

IRONHORSE
Golf Club

Ironhorse Advisory Board
Minutes of October 25, 2018
5:30 P.M. – Ironhorse Golf Club –Vista 154

Members attending: Chair Dick Fuller, Tommy Davidson, Leo Morton, Mark Bodine

Member absent: Adam Abrahams, Dr. Peppes, Scott Picker

Troon Management/Staff: Troy Newport, James Kennedy, Jeff Thomasson, Mitch Harrell

Council Liaisons attending: Mary Larson and Jim Rawlings

Council Liaisons absent: Chuck Sipple

Staff attending: Chris Claxton and Camille Sumrall

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

Chair Fuller made a motion to approve the May 31, 2018 meeting minutes. Leo Morton moved the motion. Mary Larson seconded the motion. The minutes were approved unanimously.

I. Discuss Fee Recommendations for 2019

Troy informed the group that the pass holder fees were not changed at all last year. He suggested increasing the non- resident Triple Crown Pass renewal by $80.00, which brings the total to $2,949.00. He suggested increasing the Triple Crown Pass for Leawood residents by $100.00, which brings the total to $2,799.00. The senior rate for Leawood resident Triple Crown Pass Holders will increase by $100.00, which brings the total to $1,750.00. The senior rate for non- residents will increase by $50.00, which brings the total to $2,049.00. The rates for Intermediate Pass holders, who are pass holders under 39 years of age, will increase by $150.00, which will bring the total to $2,149.00.The previous year's Intermediate Pass Holder program sold out at fifteen passes. For the 2019 season, there will be twenty Intermediate Passes available. We would like to stay right around 100 pass holders total for the season. If there is a large number of pass holders, their play erodes public play and outing play. Part of this year's financial success is due to outing play and we want to stay cognitive of that fact.

Vista 154 rental fees have changed to an all-day access pass. The all access non-resident rate for any date, including weekends is $3,800.00. The resident rate for the all-day access rental is $3,500.00. This package includes linen rental, use of the A/V system and event planning. There will still be an option to rent the facility at an hourly rate with the additional services such as linen rental added on separately to the hourly rate.

The public daily golf fee or "rack rate" has moved up to $74.00 and $59.00 for non-residents. The resident public rate has moved to from $48.00 to $49.00 and $58.00 to $59.00

Chair Fuller asked what the current senior rate is.

Troy responded it would be staying at $38.00. He added that he only mentioned the rates that will be changing.

Mitch added that with a large number of pass players you erode your fees and take up top tee times.

Jeff asked what the full day rental rate is for Lodge at Ironwoods.

Chair Fuller responded the resident rate is $3,355.00 for 12 hours and $2,800.00 for 10 hours.

Jeff added that the Triple Crown Pass rates are very attractive and priced correctly for the amenities provided.

Jeff asked when the fee recommendations would go to City Council.

Mitch suggested that Troy send out a rate sheet that illustrates the rates recommended to be changed.

Chair Fuller asked if we need to make a motion this evening to approve the proposed 2019 rate changes.

Chris responded that if the board would like to look at a rate sheet then vote electronically that would be fine. It will be helpful for everyone to see it on paper instead of just verbally.

Chair Fuller asked what percentage of pass holders are Leawood residents versus non-residents.

Troy responded that about 35 percent of pass holders are residents.

Chris stated they are in the process of also recommending a new corporate pass holder.

Troy explained that the Fairways of Ironhorse has expressed an interest in this type of pass.

Jeff asked why the early, similar corporate program went away in the first place.

Chair Fuller stated that the program never fully got off the ground. There was not enough interest in the program for it to sustain.

Troy stated the catalyst for bringing back the corporate program is the captive audience such as the Fairways of Ironhorse. The corporate pass would be open to all Leawood businesses and LLC's. The guidelines for obtaining the corporate pass will be strict. There payment must be in full at the onset and there will be a maximum number of passes sold per business. The business must be in the city of Leawood with an official corporate seal. The program requires the corporation to purchase five passes together at one time, which are nontransferable.

Mitch asked what the difference on the passes would be.

Troy responded the cost would be $300.00 less.

Jeff stated that the corporate purchase would also require the business to spend a set dollar amount at the facility on events and lessons.

Jeff asked where the Fairways of Ironhorse management believes the customers will come from. Do they believe they come from the local market or from out of town.

Troy responded the management at Fairways of Ironhorse believe the new residents would come from the surrounding area and not from out of town. They hosted a renter prospect night here at Vista 154 that had a great turnout of about seventy people.

Jeff asked if there is a way to customize the program into a point-based system. The Villas of Ironhorse may potentially purchase points for the golf course and lets the residents use a set amount of points on food, lessons, or golf rounds.

Troy responded yes, that is a possibility, but it needs further discussion.

II. Operations/Financial

The group received two financial statements, one standard financial statement with overall operating income and a second statement that attributes revenue by department.

Troy informed the committee that it is atypical in Troon finance reporting to attribute revenue to course maintenance.

Jeff asked what the benefit was of attributing revenue to golf course maintenance.

Troy stated that it was a way to determine if the golf shop was profitable without attributing greens fee revenue to the golf shop.

Chris added that they were having trouble communicating that the golf shop expenses were more than just cost of goods sold. The golf shop financials included other expenses and salaries that were not limited entirely to golf shop sales.

Troy informed the group that September has become the number one month for golf outing event revenue. They had approximately fourteen outings in September, sometimes several a day. June and September have become the most popular outing months.

Chair Fuller asked what the maximum number of golf outings a month they can host is.

Troy responded that about fourteen is the max; after that, the outings start cutting into regular players' course time too much.

Troy stated that there is slightly less overall revenue in September this year but there is approximately $10,000.00 more in net operating income. Expenses, including payroll have been lower this year which has contributed to a more profitable year.

Chair Fuller stated maintenance expenses should not be lowered to the detriment of the course.

Troy stated that in 2018, payroll expenses were lower due to vacancies in course maintenance positions. These vacancies can only be sustainable for a short period of time, not long term.

Chris stated that this year had a large amount of precipitation and the investment they made in new bunkers has proven to be very beneficial.

Jeff asked how many bunkers we lose now versus previously; before the new bunker investment.

James replied that the rebuilding of the bunkers takes about a quarter of the time it used to take. It is much more efficient than before and people can get back to playing the course much faster.

Troy stated event income is up this year because it is the first time we have had a full year of event income for Vista 154.

Jeff asked if we attribute any golf revenue from tournaments to event revenue.

Troy responded they do not attribute any golf revenue to events revenue. They would like to have more non-golf-based events a year and are working on a promotional strategy.

Chair Fuller asked why food and beverage revenue has only gone up approximately $10,000.00. He stated he thought it would be more with Vista 154 being open a full year.

Troy responded that most weddings or larger events will use an outside caterer. The kitchen here is small and cannot produce a large amount of food. We should keep that in mind making improvements to the clubhouse in the future.

Chair Fuller added that sometimes it is an added benefit to let clients bring in their own caterer.

Jeff added that there is a market for turn-key events as well.

Chris added that clients cannot bring in their own alcohol for events at Vista 154 and that Troon will be paying us $25,000.00 more dollars for the liquor sales fees.

Mitch added we are approximately $75,000.00 up in revenue for the year, including the additional $25,000.00 Troon is adding to the liquor sales fees.

Jeff added that rental business will continue to grow as word of mouth grows. Most clients book a rental space about eighteen months in advance so they will start booking more events soon.

Chris added that the alcohol prices at Vista 154 are very reasonable.

Troy added that we do not want to lose business based on alcohol prices, which is why we are so reasonable. We allow clients to buy beer by the keg which is not typical for event spaces.

Troy continued that in addition to being up in rental revenue we are also up in total number of rounds for the year and it is only October.

Chair Fuller stated that he can speak for the committee and he is very pleased to see that we have 101 percent in cost recovery year to date.

Leo asked if the council was given projection on the financial recovery time of the new Vista 154 space.

Chair Fuller responded that the council was given a five-year estimate but it will like be more like seven years.

Council Member Rawlings asked what the reaction from rental groups to the new space.

Troy responded that one thing the space lacks is bridal and groom rooms.

Chair Fuller stated that it is also a problem at the Lodge at Ironwoods. We knew that would be a problem when we built the space, unfortunately we were already at the budget limit.

Chris stated she has had great feedback from renters on the customer service in addition to the space itself.

Council Liaison Larson asked if they had given any thought to utilizing any open space in the off season for indoor golf hitting bays. It would utilize instructors and provide an added benefit for pass members. She stated that Hallbrook County Club has transformed their cart barn during the off season to indoor hitting bays, they store their carts off site. She added that the indoor space at Hallbrook is frequently busy and members seem to really enjoy the added playing time during the year.

Troy responded there may be space below the club building to utilize. The space would need to be heated, but it may be an option.

Mitch added that if they bought the equipment, they would need to find a way to monetize it to pay for it.

Chris responded that they will brainstorm about the idea and revisit at an upcoming meeting.

III. Course Maintenance / Projects Report

James informed the committee month-by-\ month of course maintenance and projects:

June
They completed their regular landscaping for the summer months. They also sodded half of the tee at the driving range; they moved the cool season portion back to the new synthetic area. The back fifty feet of the tee is newly sodded, twenty feet of blue grass and thirty feet of zoysia grass. They also finished sod work around greens and flood damage around cart paths. They also completed fence repair around the course.

July
They re-grassed some areas that had chronic growth problems due to shade and traffic. The areas with chronic growth problems have replaced zoysia grass with fescue grass.

August
They removed all old ball washers and upgraded them. Previously they have had ball washer at every hole; now they have new ball washers at every other hole. They have also upgraded all trashcans on the course. They have completed all fence repair on the course due to flood damage from the previous year.

September
During September, there was a water leak on hole fourteen. Tree roots crushed a restroom pipe coming from below the creek. They spent several days in the woods trying to locate the leak. It was difficult to find where the leak was going since it was running below the creek. Public works Director David Ley worked very hard to find the source of the leak. They also worked hard on fall planting and course upkeep for several large events. They completed the re-sodding of the rough and high traffic areas with reseeding and fertilizer. They are also getting the fall application on zoysia patches.

October:
The month started with flooding so they are working on cleaning and adding sand to bunkers.

James added that expenses have been down due to several full-time positions being vacant. The positions, including a full-time mechanic and irrigation specialist have been hard to back fill.

Upcoming projects:

1. Kissick Construction will begin working on a drainage issue near hole four; that project will begin early November.
2. Number two landscaping is being completed.
3. Will replace bunker liners on approximately four bunkers, they are all under warranty.
4. The number nine cart path relocation project is in the works; they are working on project details and cost.
5. During the winter they will be working on debris and tree removal.

Troy reminded the committee that the number nine cart path needs to move closer to the hole and further away from the creek bank that is eroding.

Chris added that we are anticipating there will be FEMA money to help move the cart path since erosion is due to flooding.

Leo added that Congressman Yoder is Chairman of Homeland Security which oversees FEMA. We may want to reach out to him if we have any issues.

Chair Fuller asked when they will need to address the larger issue: creek erosion.

Jeff thought that the cart path relocation would buy them about 15 more years.

IV. Miscellaneous

Mitch thanked the City of Leawood in the trust that they have shown him and Troon Management. He announced Jeff Thompson will be moving into the Troon Scottsdale office as a Vice President of Operations. Mitch will be turning over immediate oversight and the Corporate Liaison role at Ironhorse to Jeff Thompson.

Chair Fuller stated that he was very proud and happy to have Jeff come back as Corporate Liaison, but we will miss Mitch greatly. Mitch has always been a great advocate of Ironhorse and the committee and City of Leawood and we thank him for that.

Chris thanked Mitch for all of his hard work on making the golf course live up to its potential.

Chair Fuller stated that the Mayor is especially happy with Troon's management.

Chair Fuller made a motion to adjourn the meeting.

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

Respectfully submitted,

Chris Claxton

Chris Claxton, Director
Parks and Recreation Department

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7.E.

Leawood Foundation Meeting Minutes, October 23, 2018

The meeting of the Leawood Foundation took place at 5:30 P.M., Tuesday, October 23, in the Library Room at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas.

Attendees: Alice Hawk, Mike Best, Susie Rawlings, Marc Elkins, and Scott Lambers.

Board members absent: Renny Arensberg, Mary Ann Waldenmeyer and Charles Lusk.

Chairman's Report

- Chairman Alice Hawk called the meeting to order at 5:35 p.m.
- The June 7, 2018 minutes were approved unanimously.
- Alice told the board Chuck Udell, Brandon Scarborough and Debby Throckmorton have resigned from the board.
- Alice showed a picture of the new paw washing station at Leawoof, donated by Micah Feingold. Micah has offered to assist with another project.

City Update

- Scott Lambers, City Administrator, updated the board on developments for the park at 96th and Lee. There will be a public meeting on November 12th to discuss the move of the historic city hall. Possibilities include another area of the park, or a location to the west of the new city hall. Planning for the new fire station will be on hold until this decision is made.
- There have been several complaints about the new traffic lights at Lee Boulevard and Mission.
- A new Shake Shack will be built on the site of On The Border.
- The renovation of Ranchmart North is moving forward. The owners will ask for public assistance for the project.
- The purchase of the former Hy-Vee grocery by Barstow School has been completed.

Financial Report

- Mike Best gave the financial report. The current fund balance is $190,383. Our investment income is $6,984. Contributions are $13,525. Most of the disbursements were for the Greater Kansas City Community Foundation.
- The foundation also has $3,178 in the checking account at Blue Valley Bank. We have paid the accountants for preparing our annual report and 990-N tax return. The payment included the set up for our 501(c)(3) status. Ongoing fees will be lower at approximately $900.

Old Business

- Alice said we can still sell bricks. Mayor Peggy Dunn recently purchased one for her new grandchild.

New Business

- The foundation needs three additional board members, and possibly a fourth. Alice has several people who may be interested. Marc Elkins will contact attorney Dave Franze, who has had success with fundraising. Susie will contact JoLynn Hobbs, who donated the bench for Brooke Beatty Park.
- Alice said the foundation's brochure needs to be updated. It was agreed that an annual donation letter will be sent in early December, and the new brochure will be included. Scott said Marika can help with the graphics if we update the wording. Our past accomplishments should be included. Mike said he would assist.
- Project ideas for the foundation were discussed, including adult workout stations, and partnering on the old city hall move and park.
- Scott suggested the park trails need permanent restrooms along Tomahawk Creed Parkway. Scott will provide cost information. Marc suggested partnering with Leawood Rotary to build the restroom facilities since it's part of their history. Scott said the city may provide 50% of the funding. The restrooms would need to be vandal proof.
- Mike stated that our Articles of Incorporation have been updated, including the terms of the intent of the foundation. He will check to make sure the restroom project complies.
- Membership to the Leawood Chamber of Commerce was discussed, which is $300. The board voted to not renew the membership.
- Scott said the city's website is being totally revamped and should be completed by November 30. Susie Rawlings will review the foundation's website, and work with Ross Kurtz to update.
- The board discussed the next board meeting and decided it will be in January. Alice will look at possible dates.

The meeting was adjourned at 6:20 p.m.

Announcements

- **NEW: Prior to each board meeting, we will ask if you plan to attend. Your commitment will let us know if there will be a quorum. Thanks for your cooperation!**
- **The next board meeting will be in January at 5:30 in the Main Conference Room at City Hall. A specific date will be provided soon.**
- **Please put the following date on your calendar:**
    - **December 4 – Social event at the home of Alice and Mel Hawk**

Action Items:

- Alice, Marc and Susie will contact possible board members.
- Mike will work with Alice on updating the annual donation letter.
- Mike will review the Articles of Incorporation.
- Susie will review the foundation's website and update.

/s/Susie Rawlings
Susie Rawlings, Secretary

Return to Agenda

Staff Review

7.F.

Fact Sheet

SUBJECT: **APPROVE THE PURCHASE OF CITY EQUIPMENT/VEHICLES FROM SHAWNEE MISSION FORD**
March 18, 2019

DISCUSSION

The Public Works Department is requesting approval of the purchase of three (3) Ford F-250 pick-up trucks for Engineering & Inspection Divisions from Shawnee Mission Ford. The City received this pricing from the MACPP (Mid-America Council of Public Procurement) Co-op bids.

The three F-250's are replacing vehicles scheduled for replacement in 2019. The existing vehicles cannot be used for snow removal. The F-250's will be used by the Cul-De-Sac Crew that is being added to the Snow Team for the 2019-2020 season. The Cul-De-Sac Crew will consist of Public Works office/field staff that are not currently on the Snow Team.

The F-250's will have a crew cab with the XLT trim package that includes the optional larger console between the driver and passenger seats. The inspectors use these vehicles as their office 8 months of the year and they need the larger storage console that is available only on the XLT and higher trim level to organize project manuals, project inspection books, iPad, calculator, scales, etc.

Public Works would like to purchase:
Three (3) Ford F-250 Crew Cab 4x4 XLT trucks
$37,012/each for a total cost of $111,036.00.

The above costs do not include snow plows or organizers. Those items will be on a future City Council agenda item.

It is the recommendation of the Public Works Department that the Governing Body approves the purchase of the equipment/vehicle from Shawnee Mission Ford for a total price of $111,036.00.

David Ley. P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Purchase of Vehicles

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☑ For
☐ Against
☐ No position ☐ No Assignment

POLICY OR PROGRAM CHANGE

☑ No ☐Yes

OPERATIONAL IMPACT

COSTS & FUND SOURCES

$111,036.00

Capital Equipment Fund 13010.33200.812000
PW Units 406, 410 and 414

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

March 5, 2019

David Ley
Leawood

MACPP Pricing

2019 Ford F-250 Crew Cab 4x4 SWB XLT (**W2B/160/603A**)

Exterior: Ingot Silver (**UX**)
Interior: 40/console/40 Gray (**2S**) / Camel (**2A**)

Base Price	$23,536.00		
Options:			
• Cab Crew (**W2**)	$3,164.00		
• Bed 6 3/4 Box (**160**)	$(150.00)		
• Drivetrain 4x4 (**2B**)	$2,462.00		
• Engine/Transmission 6.2L 2 Valve Gas	$standard		
• 3.73 Electronic Locking Axle Ratio (**X3E**)	$359.00		
• XLT (**603A**)	$3,591.00		
• Power Equip Group	$standard		
• Snow Plow Prep Package (**473**)	$171.00		
• BLIS (**60B**)	$496.00		
• CHMSL Camera (**873**)	$184.00		
• Bed Liner Line X	$519.00		
• Rear Wheel Well Spray Liner	$300.00		
• Defrost with Fixed and Privacy Glass (**43B**)	$included		
• Cruise Control	$standard		
• weather tech floor mats	$included		
• Carpet Delete (**166**)	$(40.00)		
• Reverse Sensing System (**76R**)	$225.00		
• Upfitter Switches (**66S**)	$152.00		
• SYNC 3 (**913**)	$415.00		
• Extended Running Boards only on XLT (**18D**)	$680.00		
• 40/Console/40 (**2**)	$869.00		
• Extra Heavy Duty Alternator (**67E**)	$79.00		
Total	$37,012	@ 2	$74,024

Thank you for your time and interest.
Sincerely,
Jay Cooper
Government Fleet Sales

Return to Agenda

City of Leawood

7 G

Memo

To:	Mayor and City Council
From:	Mark Klein, Planning Official
CC:	Scott Lambers, City Administrator Richard Coleman, Community Development Director Dawn Long, Director of Finance David Ley, Director of Public Works
Date of Meeting:	March 18, 2019
Date of Memo:	February 27, 2019
Re:	2018 - Park Impact Fee Report

Pursuant to Chapter XII, Article 4 of the Leawood City Code, an annual report regarding Park Impact Fees is required to be made to the Governing Body. Based on requirements of the Park Impact Fee ordinance, the City collects fees for residential and non-residential developments. This report contains a statement from Director of Community Development summarizing developments and enforcement of the fee, a statement from the Director of Finance on fees collected and disbursed, and a statement from the Director of Parks and Recreation along with a recommendation from the Parks Board.

Director of Community Development:

The City received Park Impact Fees in the in the amount of $18,068.10 in 2018 for the following projects.

- Hallbrook East Village: located south of 112th Street and east of State Line Road - $9,900.00
- Leawood Pines: located north of 103rd Street and west of Lee Boulevard – 900.00.
- Cornerstone: located south of 135th Street and east of Nall Avenue
  - Element Hotel - $7,268.10

Director of Finance:

The January 1, 2018 fund balance was $160,680.22. During 2018 impact fees of $18,068.10 were collected. Interest earnings for 2018 were $2,221.51. This leaves a fund balance at December 31, 2018 of $180,969.83.

Director of Parks and Recreation:

The Parks and Recreation Advisory Board met at 5:30 pm on Tuesday, February 12, 2019 and discussed the review of the Park Impact fee. The following recommendation was made:

- The Parks and Recreation Advisory Board recommends no changes to the Park Impact Fees in 2019. (Unanimous by committee)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE 2018 ANNUAL REPORT REGARDING THE LEAWOOD PARK IMPACT FEE, PURSUANT TO § 12-409, OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000

WHEREAS, in accordance with § 12-409 of the Code of the City of Leawood, 2000, the City Administrator has reviewed statements from the City Treasurer, the Director of Parks and Recreation, the Director of Community Development, and a statement and recommendation from the Parks and Recreation Advisory Board; and

WHEREAS, the City Administrator recommends no changes be made to the Park Impact Fee.

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

SECTION ONE: That the Governing Body hereby accepts the 2018 Annual Report for the Leawood Park Impact Fee, a copy of which is attached hereto as Exhibit "A," and incorporated by reference as if fully set out.

SECTION TWO: That based on the City Administrator's Annual Report, the Governing Body has determined that the Park Impact Fee shall be assessed as follows:

Applications for development received prior September 1, 2018 shall be assessed at $300.00 per residential dwelling unit and $.10 per square foot of nonresidential development.

Applications for development received after September 1, 2018 shall be assessed at $400.00 per residential dwelling unit and $.15 per square foot of nonresidential development.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____

Patricia A. Bennett, City Attorney

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City of Leawood

7 H

Memo

To:	Mayor and City Council
From:	Mark Klein, Planning Official
CC:	Scott Lambers, City Administrator Richard Coleman, Community Development Director Dawn Long, Director of Finance David Ley, Director of Public Works
Date of Meeting:	March 18, 2019
Date of Memo:	March 6, 2019
Re:	2018 – Public Art Impact Fee Report

Pursuant to Chapter XII, Article 6 of the Leawood City Code, an annual report regarding the Public Art Impact Fees is required to be made to the Governing Body. Based on requirements of the Public Art Impact Fee ordinance, the City collects fees for non-residential developments. This report contains a statement from Director of Community Development summarizing developments and enforcement of the fee, a statement from the Director of Finance on fees collected and disbursed, and a statement from the Director of Parks and Recreation along with a recommendation of the Leawood Arts Council.

Director of Community Development:

The City received Public Art Impact Fees in the amount of $18,402.15 in 2018 for the following projects.

- Park Place East End: located south of Town Center Drive and east of Nall Avenue - $7,500.00
- Cornerstone: located south of 135th Street and east of Nall Avenue
  - Element Hotel - $10,902.15

Director of Finance:

The January 1, 2018 fund balance was $356,339.68. During 2018 impact fees of $18,402.15 were collected. Interest earnings for 2018 were $2,468.26. Expenditures in 2018 were $218,085.11. This leaves a fund balance at December 31, 2018 of $159,124.98.

Director of Parks and Recreation:

In accordance with the provisions of the City of Leawood Public Art Impact Fee Ordinance, the following statements are forwarded on behalf of the Leawood Arts Council as recommended at the February 27, 2019 Arts Council meeting:

- The Leawood Arts Council is recommending that there be no increase to the Public Art Impact Fees for 2019.

Director of Public Works:

The Public Works Department does not acquire or develop art in connection with Public Works Projects.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE 2018 ANNUAL REPORT REGARDING THE PUBLIC ART IMPACT FEE, PURSUANT TO § 12-609, OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000

WHEREAS, in accordance with § 12-609 of the Code of the City of Leawood, 2000, the City Administrator has reviewed statements from the City Finance Director, the Director of Public Works, the Director of Community Development, and a statement and recommendation from the Leawood Arts Council; and

WHEREAS, the City Administrator recommends no change in the Public Art Impact Fee.

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

SECTION ONE: That the Governing Body hereby accepts the 2018 Annual Report for the Public Art Impact Fee, a copy of which is attached hereto as Exhibit "A," and incorporated by reference as if fully set out.

SECTION TWO: That based on the City Administrator's Annual Report, the Governing Body has determined that the Public Art Impact Fee of $.15 per square foot of nonresidential development in accordance with § 12-606 shall not be revised.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Return to Agenda

Staff Review

7.I.

Fact Sheet

SUBJECT: **APPROVE SERVICE AGREEMENT FOR TRAFFIC ROW/MEDIAN MAINTENANCE.**

Next to Nature Landscape, LLC

March 18, 2019

DISCUSSION

The Parks & Recreation Department opened bids on March 5 for the mowing of traffic islands throughout the city as well as our fire stations, justice center and public works facility. The work will include 30 weekly mowings, trimming and litter cleanup.

Two bids were received:

- Next to Nature Landscape – $68,820.00
- White Lawn & Landscape - $118,800.00

Next to Nature Landscape has been the contractor providing these services for the past four years and have been able to successfully execute the agreement.

Our budget for mowing services is $71,000 so the Next to Nature Landscape bid is under that amount.

Staff recommends acceptance of the Next to Nature Landscape bid.

Brian Anderson,
Superintendent of Parks

SPONSOR

Parks & Recreation Department

COUNCIL ACTION TO BE TAKEN

Approve Agreement for Mowing of ROW/Medians

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No

☐ Yes

OPERATIONAL IMPACT

COSTS

$68,820.00

FUND SOURCES

Operating Fund - Park Maintenance
11110.44500.625400

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF $68,820.00, BETWEEN THE CITY AND NEXT TO NATURE, PERTAINING TO RIGHT-OF-WAY [ROW] AND MEDIAN MAINTENANCE

WHEREAS, the City is in need of services pertaining to ROW and median maintenance;

WHEREAS, Next to Nature provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Service Agreement between the City and Next to Nature, in the amount of $68,820.00, 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 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Project Manual
For Building & Traffic Island Lawn Mowing

2019

LEAWOOD
Parks & Recreation

Department of Parks & Recreation
City of Leawood, Kansas
4800 Town Center Drive
Leawood, Kansas 66211
(913) 339-6700

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CITY OF LEAWOOD, KANSAS

BUILDING &TRAFFIC ISLAND LAWN MOWING

NOTICE TO BIDDERS

Sealed bids shall be received by the City of Leawood, Kansas, at the office of the City Clerk until 10:00 A.M., Central Legal Time on Tuesday, March 5th, 2019 for the maintenance mowing, complete, of the Building & Traffic Island Lawn Mowing, said work to include: Mowing, Trimming, Edging and Litter Removal.
All bids shall be submitted in sealed envelopes addressed to the City of Leawood, Kansas, and shall be clearly marked "BUILDING & TRAFFIC ISLAND LAWN MOWING (IN CAPITAL LETTERS)". At the above stated time and place, all bids shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the Contract Documents [including Instructions to Bidders, General Conditions, specifications, plans and other documents] are on file at: the Department of Parks & Recreation, 4800 Town Center Drive, Leawood, Kansas 66211.

Each person submitting a bid [Bidder] shall file with their bid proposal a cashier's check, certified check, or bid proposal bond, drawn on an acceptable bank in an amount of five percent (5%) of the total amount of the bid.

Nonresident corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars ($10.00) for each and every contract, as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars ($10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in amount of ten percent (10%) of the contract.

No bid may be withdrawn within a period of thirty (30) calendar days from and after the date fixed for opening bids.

The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities therein.

In accordance with various Federal and State civil rights legislation, the City of Leawood does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, national origin, age, marital status, medical condition or disability.

Debra Harper, CMC, City Clerk

INSTRUCTIONS TO BIDDERS

IB-1 PROPOSALS

All proposals must be made on the forms provided in this bound copy of the Contract Documents. The term "Contract Documents" includes Instructions to Bidders, General Conditions, specifications, plans and other documents as noted. All proposals must be legibly written in ink. No alterations in proposals or in printed forms therefore by erasures, deletions or interpolations will be accepted unless each alteration is signed or initiated by the Bidder; if initialed, the Owner may require the Bidder to identify the alteration so initialed. No erasures, interpolations or other physical changes shall be made by anyone in any bid, after its submission by the Bidder. **Each proposal submitted shall be enclosed in a sealed envelope, plainly marked "Building & Traffic Island Lawn Mowing".** In checking proposals, all unit prices shall govern, and any error in item totals shall be corrected to reflect the unit price proposed.

IB-2 PROPOSAL GUARANTEE

Each proposal shall, as a guarantee of good faith on the part of the Bidder, be accompanied by either a cashier's check, certified check or bid bond drawn on a Company meeting the criteria established in IB-13(a) in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to

The City of Leawood, Kansas

Herein referred to as the Owner, and the amount of the check may be retained by and forfeited to said Owner as liquidated damages if such proposal is accepted and the contract is awarded, and the Bidder fails to enter into a contract in the form prescribed, within ten (10) days after such award is made by the Owner.

IB-3 SIGNATURES OF BIDDERS

Each Bidder shall sign its bid proposal, using its usual signature and giving its full business address. Bid proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signatures and designation of the person signing. Bid proposals by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid proposal by a person who affixes to its-signature the word "president", "secretary", "agent" or other designation without disclosing its principal may be held to be the bid proposal of the

individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation would be furnished.

Each Bidder, by submitting its Bid Proposal, represents that:

a. Bidder has read and understands the bidding documents, including the Contract Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and its Bid Proposal is made in accordance therewith;

b. Bidder has familiarized itself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of all work required by these instructions, documents and specifications [the "Work"];

c. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed Contract Documents;

d. Bidder's Bid Proposal is based upon the materials, systems and equipment required by the bidding documents, including the Contract Documents

, without exception.

IB-4 QUALIFICATIONS OF BIDDERS

In determining the lowest responsible bidder, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; and has performed satisfactorily.

Each Bidder may be required to show that former work performed by the bidder has been handled in such manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if the bidder is engaged on any other work which impairs its ability to finance this contract or provide proper equipment for the proper execution of same. Each Bidder shall demonstrate its ability by meeting all requirements herein stipulated if asked for them.

IB-5 LOCAL CONDITIONS AFFECTING WORK

Each Bidder shall visit the site of the Work and thoroughly and fully inform itself relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the Work and the cost thereof, including the availability and cost of labor and available facilities for transportation, handling and storage of materials and equipment. The Contractor shall inform itself of natural hazards, drainage, runoff, structure locations and other special features of the Work. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every bid proposal submitted as there will be no subsequent financial adjustment to any contract awarded there under, which is based on the lack of such prior information or its effect on the cost of the Work.

IB-6 TAXES

It is the intention of the Owner to secure an Exemption Certificate for this project permitting the Contractor to purchase materials without payment of the sales or compensating tax. All Bidders shall make allowance for this exemption and shall prepare their bid proposals to reflect the exemption from sales or compensating taxes. Two copies of State of Kansas Project Completion Certification (Form STD-77) will be furnished to Owner by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to Contractor and must be signed and returned to Owner upon completion of the project. Owner will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment may be held by Owner until Owner has received the two Project Completion Certifications from Contractor along with a Consent.

IB-7 INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid proposal for the proposed Contract is in doubt as to the true meaning of any part of Plans, Specifications, Bid Proposal, Contract Documents, they may submit to the Architect/Engineer a written request for an interpretation thereof. The person submitting the request will be

responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bid proposals.

IB-8 TIME OF COMPLETION

It will be necessary that the Bidder satisfy the Owner of its ability to complete the work on a weekly basis in a first class and workmanlike manner.

The attention of the Bidder is called to the provisions of the General Conditions relative to Time Schedules, Time to Complete Work, and Failure to Maintain Mowing Schedule.

IB-9 WITHDRAWAL OF BID

Bid proposals may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901 (1995 Supp.), et seq., and as may be amended. Subject to that statute, no bidder may withdraw its bid proposal for a period of thirty (30) calendar days after the date and hour set for the opening herewith. A bidder may withdraw its bid proposal at any time prior to the expiration of the period during which bid proposals may be submitted by written request of the bidder, such request must be signed in the same manner and by the same person who signed the bid proposal.

IB-10 ACCEPTANCE AND REJECTION OF BIDS

The Owner reserves the right to accept the bid proposal which, in its judgment, is the lowest and best bid proposal on and for the Work covered by the bid proposal, to award the Work or to reject any or all bid proposals and to waive irregularities and informalities in any bid proposal submitted.

Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, when letting contracts for Bid Proposals, Owner must require any Bidder domiciled outside the State of Kansas to submit a Bid Proposal the same per cent less than the lowest Bid Proposal submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bid Proposals are received on this condition, and if it is determined by Owner that the apparent lowest responsible Bidder is a foreign domiciled Bidder, such Bidder shall be considered the successful Bidder only if such Bidder's Bid Proposal complies with this state law requirement and the Bid Proposal is found to be in the best interest of Owner.

All Bidders domiciled outside of the State of Kansas shall furnish Owner with a copy of their state's preferential bidding statutes and the applicable per cent received by in-state Bidders from the state in which the contract is located.

IB-11 BID ALTERNATES

Bid alternates submitted by the contractor during the bidding period maybe accepted by the Owner as long as Owner notifies contractor within sixty (60) days of contract date and the proposal does not alter the ranking of the bidder.

IB-12 RETURN OF PROPOSAL GUARANTEE

The proposal guarantee deposit of the Bidder will be returned when and in case its proposal is rejected. The proposal guarantee deposit of the Bidder to whom a contract award is made will be returned, provided and when said successful Bidder executes a contract and files a satisfactory bond as hereinafter stipulated. The

proposal guarantee deposit of the next lowest responsible Bidder may be retained for a period of not to exceed 15 days pending the execution of the contract and bond by the successful Bidder.

IB-13 BONDS

The Contractor to whom the Work is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one hundred percent (100%) of the amount of the Contract so awarded in each case.

The bond shall be executed on the form attached hereto, signed by a Surety Company authorized to do business in the State of Kansas, and acceptable as Surety to the Owner. With the bond there shall be filed with the owner one copy of "Power of Attorney" certified to include the date of the bond.

IB-14 INSURANCE:

(a) General –

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance on an occurrence basis of the types and amounts as required herein. Contractor shall provide certificate(s) of insurance and renewals thereof naming the City of Leawood as an additional insured as specifically required herein. The City will only accept coverage from an insurance carrier offering proof that the carrier is authorized to do business in Kansas and carries a Best Policyholder rating of A-:VII or better or as otherwise approved by the City. The Contractor is required to maintain the specified insurance throughout the duration of this contract.

(b) Notice of reduction of policy limits as a result of claim(s)-

The Contractor, upon receipt of notice of any claim in connection with this Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of any 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.

(c) Insurance required-

The 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 in the following amounts:

(1) General Liability

COVERAGE	LIMITS	
A) Bodily Injury & Property Damage Liability	$2,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits
B) Personal and Advertising Injury Liability	$1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
C) Aggregate Limits of Liability	$2,000,000	Products/Completed Operations Aggregate

$2,000,000 General Aggregate (other than Products Completed Operations)

(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:	$1,000,000
B) Uninsured Motorist Coverage	$1,000,000

(3) Umbrella or Excess Liability

Liability	$2,000,000

(4) Worker's Compensation and Employer's Liability-

This insurance shall protect the Contractor against all claims under the Worker's Compensation laws of the states of Kansas. The Contractor shall also be protected against claims for Bodily Injury or Disease or Death which, for any reason, may not fall within the provisions of a Workers Compensation Law. The policy shall include coverage for all states. Endorsement.

A) Workers Compensation	Statutory
B) Employers 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

(d) Subcontractor's Insurance-

If a part of the Contract is to be sublet, the Contractor shall either:

(1) Cover all subcontractors in its insurance policies, or

(2) Require each subcontractor not so covered to secure insurance which will protect the subcontractor, the Contractor and the City of Leawood against all applicable perils or risks of loss and in the minimum amounts as outlined herein.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including legal costs such as attorney's fees, and other costs arising out of the acts or omissions of its subcontractors.

IB-15 NONDISCRIMINATION

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin or ancestry. In all solicitations or advertisements for employees the Contractor, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the State Civil Rights Commission.

If the Contractor, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the State Civil Rights Commission which has become final, the

Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

IB-16 PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT

The Contractor, all subcontractors and vendors shall observe the provisions of the Americans with Disabilities Act, Public Law 101-330, and shall not discriminate against individuals with disabilities in the terms and conditions of employment or in the provision of public accommodations or services. If the Contractor, a subcontractor or vendor is found guilty of a violation of the Americans with Disabilities Act, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

IB-17 SUBCONTRACTORS:

Contractor may utilize the services of subcontractors on those parts of the Work, which, under normal contracting practices, are performed by subcontractors.

City may require the apparent successful Bidder and any other Bidder, prior to the Notice of Award, to submit a list of subcontractors. In any event, within seven (7) calendar days after Notice of Award and prior to commencing operations, the successful Bidder shall submit to City a list of the names of all subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

City shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor City can refuse to award the contract and the Bid Proposal security will be forfeited, or if services have begun, such failure will be grounds to terminate the contract. The successful Bidder/Contractor shall not make any substitution for any subcontractor who has been accepted by City unless City approves the substitution in writing.

GENERAL CONDITIONS

GC-1 PURPOSE & PROPERTY LOCATIONS.

Contractor shall complete lawn mowing, trimming, edging and litter clean up at traffic island medians, right-of-ways and other properties within the City of Leawood, Kansas in accordance with these General Conditions for each of the following properties:

The Property Name, Address (if applicable), Verbal Description of mowing limits and whether there is a Site Photo illustrating mowing limits is provided in the appendix are listed below.

Fire Station #1 / Former City Hall (73,633 SqFt)
9617 Lee Blvd. Site photo included.

Fire Station #2 (22,261 SqFt)
12701 Mission Road. Site photo included.

Fire Station #3 (71,094 SqFt)
14801 Mission Road. Site photo included.

Leawood Justice Center (103,386 SqFt)
4201 Town Center Drive. Site photo included.

Public Works Maintenance Facility (84,412 SqFt)
14303 Overbrook (143rd & Kenneth Road). Site photo included.

143rd & Overbrook Road Lot (159,950 SqFt)
Just North of Public Works Maintenance Facility. Site photo included.

College Boulevard Traffic Islands & Right of Way (61,864 SqFt)
Between State Line Road to Tomahawk Creek Parkway, mow the north side from curb to sidewalk and from sidewalk to retaining wall or existing mow line. South side mow from Overbrook to Tomahawk Creek Parkway the existing mow line. Site photo included.

Mission Road- from Indian Creek Parkway south to College Blvd. (29,860 SqFt)
The Traffic Island just North of Interstate 435 and the east side of Mission Road from the Mission Farms property line to Lee Blvd. the current mow line. Also the Right of Way on both sides of Mission Road between Lee Blvd south to College Blvd. Site photo included.

Nall Avenue (43,024 SqFt)
All the Traffic Islands from College Blvd. south to 119th Street. Includes traffic islands east of Nall at Ash Street and two islands east of Nall at 117th Street.

Roe Avenue (44,739 SqFt)
All the Traffic Islands between College Blvd. south to 143rd Street. Includes two islands east of Roe on College Blvd.

State Line Road/Kenneth Parkway (119,274 SqFt)
All the Traffic Islands from 83rd Terrace to 143rd Street (State Line becomes Kenneth Parkway south of 135th Street)

Town Center Drive (13,694 SqFt)
All Traffic Islands between Roe Ave. west to Nall Ave.

Tomahawk Creek Parkway (353,787 SqFt)
All Traffic Islands between College Blvd. south to 119th Street.

119th Street (29,281 SqFt)
All Traffic Islands between Tomahawk Creek Parkway west to Roe Avenue.

123rd Street (9,409 SqFt)
Three Traffic Islands west of State Line Road.

135th Street (241,098 SqFt)
All Traffic Islands between State Line Road west to Nall Ave.

143RD Street (1,046 SqFt)
One Traffic Island east of Nall Ave.

151ST Street (6,387 SqFt)
On the east side of Nall Ave. mow the guardrail to the black fence. On 151st Street mow the Traffic Islands just east of Nall.

Note to Bidders: Bidders are suggested to view the sites and clarify any questions by contacting Brian Anderson, Superintendent of Parks at (913) 663-9110 or briana@leawood.org

GC-2 MOWING AND TRIMMING AND LITTER REMOVAL.
Contractor shall mow and trim all turf areas once every seven (7) days. Contractor shall remove all trash and litter from each area prior to mowing, **including landscape and shrub beds**. All turf shall be cut to a height of three and one-half (3 ½") inches. **Curbs will be edged**, so that turf is vertically parallel with the curb. Each mowing will include litter pickup and disposal, and trim work around all park structures, trees, poles, tables, signs, fences, and shrub / flowerbeds. All trimming shall be accomplished maintaining the 3 ½" cutting height. All trimming must be accomplished concurrently with mowing operations. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed prior to leaving the site. Turf shall be cut in a professional manner as not to scalp the grass or leave areas of uncut grass. Care shall be taken trimming around tree trunks. Trees damaged by string trimmers will be replaced by the City at the contractor's expense.

EQUIPMENT: Contractor shall use a rear, side or no discharge mower with adequate guarding to prevent propulsion of foreign objects is required. Mowers and equipment are to be equipped with turf type tires. No cleated tires will be allowed. Mowers shall be of an appropriate size for the area being mown. Blades will be sharp as to give a fine, clean cut. Equipment must be operated at a safe speed that allows for an optimal cut.

Safety: Adequate flashing lights must be used on trucks, trailers, and should be used on mowers. Safety vests or orange/red shirts must be worn at all times. Any interruption of the normal flow of traffic must be done in accordance with the **Manual for Uniform Traffic Control Devices.**

GC-3 MOWING FREQUENCY

The 2019 mowing schedule will begin on April 1st, 2019 with 30 cuttings to all areas. A weekly cutting may be suspended, by the Superintendent of Parks or his designee, due to existing weather conditions. Examples would include: periods of heavy rain, or extended drought conditions such that mowing is not required.

GC-4 DEFINITIONS

Median: The area in the center of the street may also be referred to as a traffic island.

Right-of-Way: The area to the side of the street, extending from the curb to one (1) foot beyond the side walk.

Trimming: The cutting or removal of all vegetation adjacent to signs, light poles, trees, etc., or in areas a trim mower can not cut, to produce a neat finished result.

Litter: All litter, cigarette package size and larger, shall be removed and not moved to a non-mowable area of the median or Right-of-Way. All foreign debris shall also be removed (e.g. glass, metal, rock or asphalt).

Inclement Weather: A condition in which the operation of mowing equipment would leave ruts or excessive amounts of grass clippings on the turf causing an unsightly appearance.

City Representative: The Superintendent of Parks or his/her designated agent shall be the person monitoring work being done and shall be responsible for monitoring the performance of this agreement.

GC-5 SCHEDULES

Time to Complete Work: The Contractor shall begin work and proceed with all reasonable dispatch to completion. Work within an area must be completed within consecutive days. **No mowing will be permitted on Sunday or between 8 P.M. to 8 A.M. Monday through Saturday.**

Failure to Maintain Mowing Schedule: Failure on the part of the Contractor to maintain an area according to these specifications shall be sufficient reason for the Superintendent of Parks to have the work in question or portions there of completed by others. If work is completed by others, any additional cost caused by a higher bid price will be charged to the original Contractor and shall be deducted from any payments due the Contractor. Such failure shall also be grounds for termination of this Contract as authorized in section GC-6 of this Contract.

Agreement Duration: This agreement shall remain in force until November 1, 2019, unless terminated sooner through mutual agreement between the Contractor and the City.

Agreement Extension: This agreement is renewable for future mowing seasons provided Contractor renews bonds and insurance certificates and contract cost remain the same. Any such renewal shall be in writing and signed by the parties hereto.

GC-6 PAYMENTS

Payments shall be made to the Contractor monthly based on the work done and approved by the Superintendent of Parks or representative. At the end of every month, the Contractor shall submit an invoice to the City accompanied with the appropriate Site Mowing Form (attached hereto as Exhibit) **Under no circumstances will an invoice be paid without accompanying documentation.**

GC-7 RIGHT OF THE CITY TO TERMINATE CONTRACT

If the Contractor is adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the performance of the work under this Contract is being unnecessarily delayed or the quality of which is not meeting the expectations of the City, or that the Contractor is violating any of the conditions or covenants of this contract; then the City may serve written notice upon the Contractor, stating that the contract will terminate within fourteen days unless an arrangement, satisfactory to the City, is made for the continuance of the work by the Contractor within said fourteen days that permits the Contractor to continue work. If the Contractor and City do not agree for the Contractor to continue the work, at the expiration of fourteen days from the date of said notice of termination, the City may take over and complete the work, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor shall be liable to the City for any and all excess cost sustained by the City by reason of such completion. City may terminate this Agreement at any time, with or without cause, after 30 days written notice.

PROPOSAL
CITY OF LEAWOOD, KANSAS
BUILDING & TRAFFIC ISLAND MOWING

To the
City of Leawood, Kansas

THE UNDERSIGNED BIDDER, having examined Vicinity Maps, Specifications, Regulations of the Contract, General Conditions and other proposed Contract Documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character, and condition of existing streets, roads, pavements, surfacings, walks, driveways, curbs, gutters, trees, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature of the excavations to be made, and the type, character and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and floodwater; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (I) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that it will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, plus or minus any special payments and adjustments provided in the Specifications, and it understands that the estimated quantities herein given are not guaranteed to be the exact or total quantities required for the completion of the work shown on the drawings and described in the specifications, and that increases or decreases may be made over or under the Contract estimated quantities to provide for need that are determined during progress of the work and that prices bid shall apply to such increased or decreased quantities as follows:

TIME OF COMPLETION
The undersigned hereby agrees to complete the project subject to the stipulations of the Contract Documents, including the General Conditions.

It is understood and agreed that if this proposal is accepted, the prices quoted above include all applicable state sales taxes and that said taxes shall be paid by the Contractor.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the Proposal as principal is or are named herein and that no other person or firms than herein mentioned have any interest in the Proposal or in he Contract to be entered into; and this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should it fail to execute the Contract or furnish Bond as called for in the Specifications within the time provided.

If written notice of the acceptance of this bid is mailed, or telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivery of such notice, execute and deliver a Contract in the form of contract attached.

The undersigned designates as the office to which such notice of acceptance may be mailed, telegraphed or delivered:

It is understood and agreed that this bid may be withdrawn at any time prior to the schedule time for the opening of bids or any authorized postponement thereof.

Attached hereto is a Bid Bond for the sum of_____
($_____) Dollars, made payable to the City of Leawood, Kansas.

Signature of Bidder:

If an individual: _____, doing business as_____

If a Partnership: _____, by_____, member of firm

If a Corporation: _____

BY_____

TITLE_____SEAL

Business Address of Bidder _____

_____

If Bidder is a corporation, supply the following information:
State in which incorporated_____
Name and business address of its:

President _____

_____

Secretary _____

_____

Date _____

BID TABULATION SHEET
BUILDING & TRAFFIC ISLAND LAWN MOWING
2019

Fire Station #1 / First City Hall (73,633 SqFt)
Price per mowing $_____ X 30 = $_____

Fire Station #2 (22,261 SqFt)
Price per mowing $_____ X 30 = $_____

Fire Station #3 (71,094 SqFt)
Price per mowing $_____ X 30 = $_____

Leawood Justice Center (103,386 SqFt)
Price per mowing $_____ X 30 = $_____

Public Works Maintenance Facility (84,412 SqFt)
Price per mowing $_____ X 30 = $_____

143rd & Overbrook Rd Lot (159,950 SqFt)
Price per mowing $_____ X 30 = $_____

College Blvd. Traffic Islands & Right of Way (61,864 SqFt)
Price per mowing $_____ X 30 = $_____

Mission Road Indian Creek Parkway (29,860 SqFt)
Price per mowing $_____ X 30 = $_____

Nall Avenue (43,024 SqFt)
Price per mowing $_____ X 30 = $_____

Roe Avenue (44,739 SqFt)
Price per mowing $_____ X 30 = $_____

State Line Road/Kenneth Parkway (119,274 SqFt)
Price per mowing $_____ X 30 = $_____

Town Center Drive (13,694 SqFt)
Price per mowing $_____ X 30 = $_____

Tomahawk Creek Parkway (353,787 SqFt)
Price per mowing $_____ X 30 = $_____

119TH Street (29,281 SqFt)
Price per mowing $_____ X 30 = $_____

123rd Street (9,409 SqFt)
Price per mowing $_____ X 30 = $_____

135th Street (241,098 SqFt)
Price per mowing $_____ X 30 = $_____

143rd Street (1,046 SqFt)
Price per mowing $_____ X 30 = $_____

151st Street & Nall Ave. (6,387 SqFt)
Price per mowing $_____ X 30 = $_____

TOTAL BID FOR 30 MOWINGS $_____

_____
COMPANY

_____
OWNER/AGENT

INSERT OR STAPLE CERTIFICATE OF INSURANCE ON THIS PAGE

CITY OF LEAWOOD, KANSAS
PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned _____ of _____, hereinafter referred to as the "Contractor", and _____ a corporation organized under the laws of the State of _____ , and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the City of Leawood, Kansas, hereinafter referred to as "City", in the penal sum of _____Dollars ($ _____), lawful money of the United State of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20___, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for BUILDING & TRAFFIC ISLAND LAWN MOWING designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety shall pay to the City the cost of completion of the Work, including the costs of letting the bid proposal or bid proposals necessary for completion.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the Work, or to the specifications.

IN TESTIMONY WHEREOF, said Contractor has hereunto set hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____day of _____ , 20___.

_____
Contractor/Principal

[SEAL]

_____
Title

ATTEST:

_____

Secretary

_____
SURETY COMPANY

[SEAL]

_____
Address

_____
City, State, Zip

_____
Phone No.

_____
Facsimile No. (If available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

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

THIS AGREEMENT, made and entered into this _____ day of_____, 20____, by and between the City of Leawood, Kansas, "Owner" and _____
Hereinafter "Contractor".

WHITNESSETH:

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

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

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

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

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

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

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

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

provided by the contract) of

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

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

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

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

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

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

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

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

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

CITY OF LEAWOOD, OWNER

_____
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

CONTRACTOR

_____
[Name of Contractor]

BY: _____
Signature

_____
Title (SEAL)

_____
Address

_____
City, State, Zip

_____
Phone No.

_____
Facsimile No. (If available)

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

SITE LOCATION MOWING FORM

MONTH:

Location	Date	Date	Date	Date
Fire Station/Former City Hall				
Fire Station #2				
Fire Station #3				
Leawood Justice Center				
Public Works Maintenance Facility				
143rd & Overbrook Road Lot				
College Blvd.				
Mission Road				
Nall Avenue				
Roe Avenue				
State Line Road/Kenneth Parkway				
Town Center Drive				
Tomahawk Creek Parkway				
119th Street				
123rd Street				
135th Street				
143rd Street				
151st Street & Nall				

Return to Agenda

Staff Review

7.J.

Fact Sheet

SUBJECT: **APPROVE RESOLUTION AND CONSTRUCTION AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE MISSION ROAD, 119TH TO 127TH STREET IMPROVEMENTS**

March 18, 2019

DISCUSSION

Attached, is the resolution to approve a Construction Agreement between the City and JM Fahey Construction Company for work on the Mission Road, 119th to 127th Street Improvements. The City opened bids on February 20, 2019, and received four (4) bids.

The lowest bid was $3,219,842.85 and was from JM Fahey Construction. The second lowest bid was from O'Donnell & Sons Construction at $3,231,187.90.

The improvements to Mission Road will include pavement removal, curb removal, curb replacement, paving, storm sewer removal and replacement, pavement markings, sodding, street light removal and replacement, traffic signal modifications, striped bike lanes along with a center left turn lane to improve safety. Power lines will also be buried (under a separate contract).

JM Fahey worked for us in the past on the 2017 Arterial Mill & Overlay at Roe & Tomahawk Creek and 133rd Street and proved to be a good contractor.

It is the recommendation of the Public Works Department that the City Council approves the contract with JM Fahey Construction Company for a price of $3,219,842.85 and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$3,219,842.85

FUND SOURCES

Leawood Project No. 72065

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF $3,219,842.85, BETWEEN THE CITY AND J. M. FAHEY CONSTRUCTION COMPANY, PERTAINING TO THE MISSION ROAD IMPROVEMENT PROJECT, BETWEEN 119TH STREET AND 127TH STREET [PROJECT # 72065]

WHEREAS, the City is in need of construction services pertaining to the Mission Road Improvement Project from 119th Street to 127th Street;

WHEREAS, J. M. Fahey Construction Company provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Construction Agreement between the City and J. M. Fahey Construction Company, in the amount of $3,219,842.85, 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 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Bid Tab For: 2019 Mission Road, 119th to 127th Street			
BID OPENING DATE: February 20, 2019	TIME: 2:00 PM	Held in Room:	COUNCIL CHAMBERS

CITY OF LEAWOOD KANSAS
BID TABULATION
4800 Town Center Drive
Leawood, Kansas 66211
(913) 339-6700
(913) 339-9374 fax (913)339-6225 TDD

CONTRACTOR	BID BOND	ADDENDUM ACKNOWLEDGED	TOTAL BID
JM Fahey Construction	YES	YES	$3,219,842.85
O'Donnell & Sons Construction	YES	YES	$3,231,187.90
Freeman Concrete Construction	YES	YES	$3,283,790.08
Clarkson Construction	YES	YES	$3,760,422.87
Engineer's Estimate:	-------	YES	$3,266,846.70
(Staff Engineer)			

The City of Leawood, Kansas reserves the right to reject any and all bids.

This bid tabulation form is offered as information only on public read and received bids.

Bids received are reviewed for accuracies and review of meeting document and specifications as required with the Bid Notice. The "award" of the bid is determined by the City's purchasing policy.

Vendors awarded contracts with the City of Leawood are expected to comply with the City of Leawood Standard Contract forms and procedures and obtain all licenses and permits associated with the job.

Return to Agenda

Staff Review

7.K.

Fact Sheet

SUBJECT: **APPROVE RESOLUTION AND CONSTRUCTION AGREEMENT WITH MCANANY CONSTRUCTION COMPANY FOR THE 2019 RESIDENTIAL MILL AND OVERLAY PROGRAM**

March 18, 2019

DISCUSSION

Attached, is the resolution to approve a Construction Agreement between the City of Leawood and McAnany Construction Company for work on the 2019 Residential Mill & Overlay Program. The City opened bids on February 26, 2019, and received four (4) bids.

The lowest bid was $1,466,445.30 and was from McAnany Construction. The second lowest bid was from JM Fahey at $1,513,548.20.

The 2019 Residential Mill & Overlay Program will include milling, subgrade repairs, and paving in multiple subdivisions.

The locations for this year's program are in the following subdivisions:

Verona Gardens
Hunters Ridge
Foxborough
Royse
Bridgewood
Quail Crest
Tuscany Reserve
Siena
Mission Prairie

McAnany worked for us on the 2012 Mill & Overland Project and also with Water One with street restoration; their work history here has been very good.

It is the recommendation of the Public Works Department that the City Council approves the contract with McAnany Construction Company for a price of $1,466,445.30 and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Construction Agreement

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$1,466,445.30

FUND SOURCES

Leawood Project No. 70026

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF $1,466,445.30, BETWEEN THE CITY AND MCANANY CONSTRUCTION, PERTAINING TO THE 2019 RESIDENTIAL MILL & OVERLAY PROGRAM [PROJECT # 70026]

WHEREAS, the City is in need of construction services pertaining the 2019 Residential Mill & Overlay Program;

WHEREAS, McAnany Construction provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Construction Agreement between the City and McAnany Construction, in the amount of $1,466,445.30, 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 18th day of March, 2019.

APPROVED by the Mayor this 18th 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
2019 MILL AND OVERLAY
DETAILED BID TABULATION
2/26/2019

				Engineer's Estimate		McAnany		Odonnell		Fahey		Superior Bowen	
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mill and Overlay (1 inch)	145,469	SY	$ 6.80	$ 989,189.20	$ 5.80	$ 843,720.20	$ 6.00	$ 872,814.00	$ 6.05	$ 880,087.45	$ 7.15	$ 1,040,103.35
2	Mill and Overlay (2 inch)	51,571	SY	$ 9.80	$ 505,395.80	$ 8.10	$ 417,725.10	$ 8.70	$ 448,667.70	$ 8.25	$ 425,460.75	$ 9.85	$ 507,974.35
3	Base Repairs (7")	3,000	SY	$ 50.00	$ 150,000.00	$ 35.00	$ 105,000.00	$ 32.75	$ 98,250.00	$ 36.00	$ 108,000.00	$ 44.00	$ 132,000.00
4	Force Account	1	LS	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
				TOTAL BID:	$ 1,744,585.00	TOTAL BID:	$ 1,466,445.30	TOTAL BID:	$ 1,519,731.70	TOTAL BID:	$ 1,513,548.20	TOTAL BID:	$ 1,780,077.70

Corrected Calculation

Bid Tab For: 2019 Mill & Overlay

BID OPENING DATE: February 26, 2019 **TIME: 2:00 PM** **Held in Room:** COUNCIL CHAMBERS

CITY OF LEAWOOD KANSAS
BID TABULATION
4800 Town Center Drive
Leawood, Kansas 66211
(913) 339-6700
(913) 339-9374 fax (913)339-6225 TDD

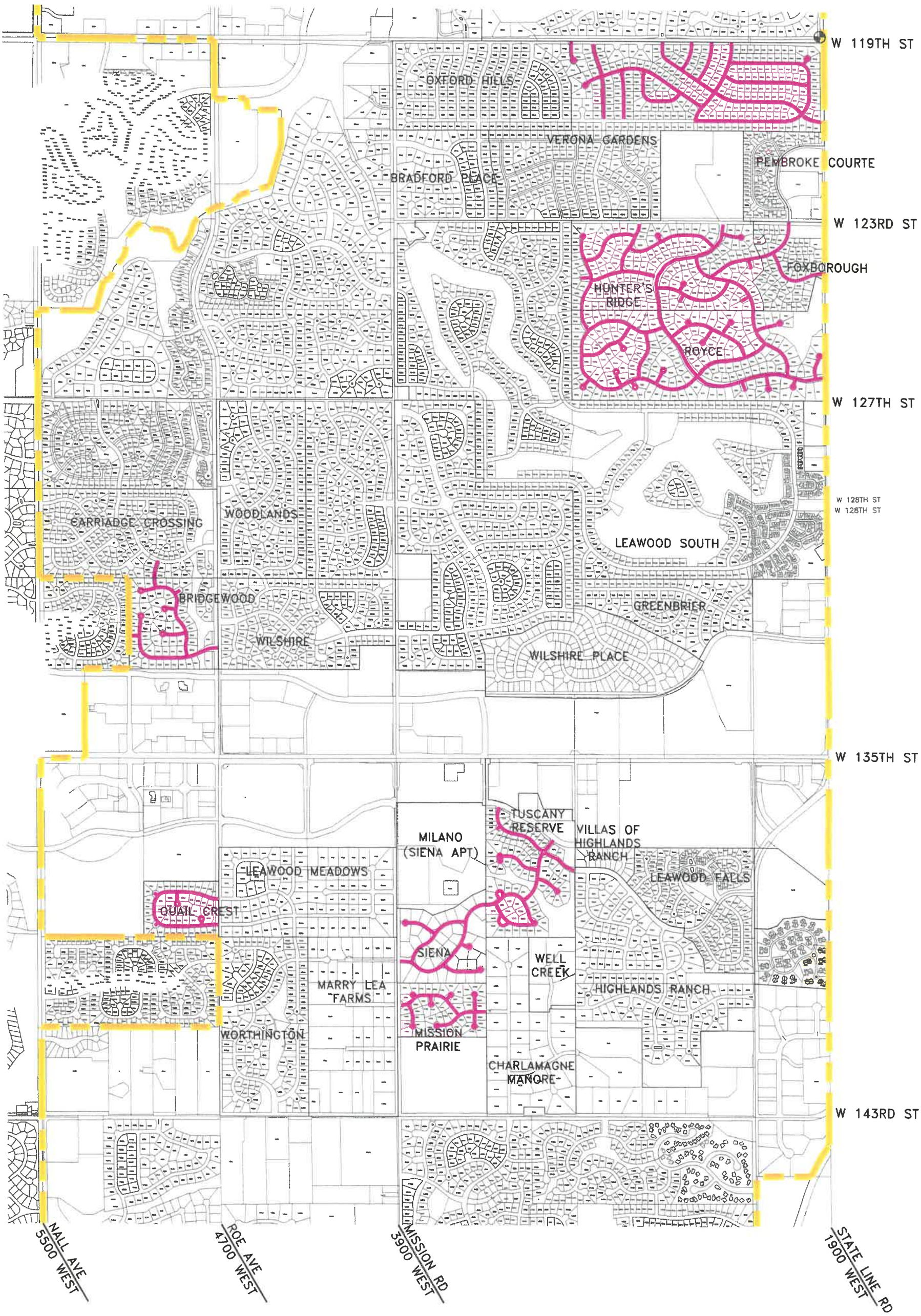
CONTRACTOR	BID BOND	ADDENDUM ACKNOWLEDGED	TOTAL BID
McAnany Construction	YES	YES	$1,466,007.90
JM Fahey	YES	YES	$1,513,548.20
O'Donnell & Sons	YES	YES	$1,519,731.70
Superior Bowen	YES	YES	$1,780,077.70
Engineer's Estimate:	-------	YES	$1,744,585.00
(Staff Engineer)			

The City of Leawood, Kansas reserves the right to reject any and all bids.

This bid tabulation form is offered as information only on public read and received bids.

Bids received are reviewed for accuracies and review of meeting document and specifications as required with the Bid Notice. The "award" of the bid is determined by the City's purchasing policy.

Vendors awarded contracts with the City of Leawood are expected to comply with the City of Leawood Standard Contract forms and procedures and obtain all licenses and permits associated with the job.



2019 PUBLIC WORKS MILL AND OVERLAY PROGRAM

SUBDIVISION	THICKNESS (INCHES)	APPROXIMATE ROADWAY AREA (SQUARE YARDS)
VERONA GARDENS	2	43,941.00
HUNTERS RIDGE	1	39,280.00
FOXBOROUGH	1	4,620.00
ROYCE	1	46,513.00
BRIDGEWOOD	1	14,927.00
TUSCANY RESERVES	1	18,216.00
SIENA	1	18,133.00
QUAIL CREST	2	11,647.00
MISSION PRAIRIE	1	7,630.00

2019 MILL AND OVERLAY

City of Leawood
4800 Town Center Drive / Leawood, Kansas
913 339-6700

Return to Agenda

Staff Review

7.L.

Fact Sheet

SUBJECT: **RESOLUTION APPROVING AMENDMENT NO 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR APPRAISALS ON THE STORMWATER STUDY NORTH OF I-435 (MISSION FARMS TO LEE BLVD)**

March 18, 2019

DISCUSSION

The Public Works Department is requesting approval of Amendment No 1 in the amount of $11,685.00 to the Professional Services Agreement with HDR Engineering, Inc.. The Agreement with HDR was originally approved on March 19, 2018, at a cost of $58,350.00 for a Preliminary Engineering Study. The study is regarding a potential storm drainage project to address flooding on the north side of I-435 between Mission Farms and Lee Blvd.

Amendment No. 1 is to have HDR contract with an appraiser to obtain more accurate values of seven properties to complete the Preliminary Engineering Study. The Study is being done in compliance with the requirements of the Johnson County Stormwater Advisory Council (SMAC). This amendment will qualify for County funding at a 75% / 25% split of the cost. The County will reimburse the City $8,763.75 of the Amendment.

With the Amendment, the contract is revised to a not to exceed amount of $70,035.00.

It is the recommendation of the Public Works Department the Governing Body approves Amendment No 1 with HDR Engineering in the amount of $11,685.00, and authorizes the Mayor to sign.

David Ley. P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution & Amendment No. 1 to Professional Agreement

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$11,685.00

FUND SOURCES

Project No. 73004

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THAT CERTAIN ENGINEERING SERVICE AGREEMENT DATED MARCH 19, 2018, BETWEEN THE CITY AND HDR ENGINEERING, INC., FOR A TOTAL AMOUNT NOT TO EXCEED $70,035.00, PERTAINING TO THE PRELIMINARY ENGINEERING STUDY FOR DRAINAGE IMPROVEMENTS NORTH OF I-435 BETWEEN MISSION FARMS AND LEE BOULEVARD [PROJECT # 73004]

WHEREAS, the City and HDR Engineering, Inc. entered into an Engineering Service Agreement on March 19, 2018; and

WHEREAS, the parties desire to amend such Engineering Service Agreement by executing Amendment No. 1.

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 Amendment No. 1 to the Engineering Service Agreement between the City and HDR Engineering, Inc., dated March 19, 2018, for a total amount not to exceed $70,035.00, 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 18th day of March, 2019.

APPROVED by the Mayor this 18th 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

AMENDMENT NO. 1

THIS AMENDMENT ("Amendment") is agreed to by and between the City of Leawood, Kansas ("City") and **HDR Engineering Inc.** ("Consulting Engineer").

ARTICLE 1 - APPLICATION

This Amendment amends the Engineering Services Agreement for the **Preliminary Engineering Study for Drainage Improvements North of I-435 between Mission Farms and Lee Boulevard**, dated **March 19, 2018**, any amendments thereto and any work orders, work authorizations, purchase orders or documents of similar effect issued thereunder, between City and Consulting Engineer (the "Agreement").

ARTICLE 2 – AMENDMENT

The Agreement is hereby amended as follows:

Consulting Engineer shall provide Appraisal Services for the following properties that consist of 9 single-family residences:

10521 Mohawk	10525 Mohawk	10528 Mohawk	10524 Pawnee
10528 Pawnee	10525 Pawnee	10524 Cherokee	10528 Cherokee
10524 Ensley			

These additional services shall not exceed: **ELEVEN THOUSAND, SIX HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS ($11,685.00)** for a total contract amount not to exceed $70,035.00

ARTICLE 3 – EFFECT

The effective date of this Amendment is _____. All other provisions of the Agreement, to the extent not inconsistent with this Amendment, remain in full force and effect. Any work performed prior to the effective date shall be treated as if performed under this Amendment.

The parties hereto have caused this Agreement to be executed this _____ day of

_____, 2019.

CITY OF LEAWOOD, KANSAS

By: _____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

HDR ENGINEERING, INC.

By: Joseph Drimmel (Feb 26, 2019)

Printed Name: Joseph E. Drimmel

Title: Senior Vice President

Address: 10450 Holmes Rd, Suite 600

Kansas City, MO 64131

Email: Joseph.Drimmel@hdrinc.com

Return to Agenda

Staff Review

7.M.

Fact Sheet

SUBJECT: RESOLUTION TO APPROVE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LEAWOOD AND MAGELLAN PIPELINE, COMPANY, L. P. FOR RELOCATION OF 143RD STREET GAS MAIN

March 18, 2019

DISCUSSION

The attached Agreement with Magellan Pipeline Company, L.P. in the amount of $1,300,000.00 is to relocate their gas lines within the project limits of the 143rd Street Windsor to Overbrook Improvement project.

The Magellan gas mains are within their private easements. The relocation of the gas lines will be completed by Magellan and the City will reimburse Magellan for their costs.

The cost for these relocations was included in the budget for the 143rd Street Improvement 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 Magellan Pipeline Company, L.P. in the amount of $1,300,000.00 and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

ACTION TO BE TAKEN

Approve Agreement with Magellan

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$1,300,000.00

FUND SOURCES

Project Number 80129

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT FOR AN AMOUNT NOT TO EXCEED $1,300,000.00, BETWEEN THE CITY AND MAGELLAN PIPELINE COMPANY, L.P., PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, Magellan Pipeline Company, L.P. ["Magellan"] owns a pipeline easement in the area of 143rd Street between Windsor and Kenneth Road;

WHEREAS, the City intends to improve 143rd Street between Windsor and Kenneth Road;

WHEREAS, the pipeline must be relocated to accommodate the improvements; and

WHEREAS, Magellan requires the City enter into a Reimbursement Agreement for the costs of pipeline relocation.

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 Reimbursement Agreement between the City and Magellan, in an amount not to exceed $1,300,000.00, 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 18th day of March, 2019.

APPROVED by the Mayor this 18th 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 instrument was drafted by Magellan Pipeline Company, L.P., P.O. Box 22186, Maildrop 27 (S. Guthrie), Tulsa, Oklahoma 74121-2186, 918/574-7350.

REIMBURSEMENT AGREEMENT

Dated: March _____, 2019

Project: 143rd Street – Windsor to Kenneth
Tracts: 9293, 9294

General Location: SW/4 & SE/4 of Section 34, Township 13 South, Range 25 East, Johnson County, Kansas.

This Reimbursement Agreement (hereinafter the "Agreement"), made and entered into by and between MAGELLAN PIPELINE COMPANY, L.P., (hereinafter called "Magellan"), whose address is P.O. Box 22186, Tulsa, Oklahoma 74121-2186, and the City of Leawood, Kansas, (hereinafter called "CITY"), whose address is 4800 Town Center Drive, Leawood, Kansas 66211. Magellan and CITY are referred to collectively as "Parties".

WITNESSETH:

WHEREAS, Magellan is the owner of one pipeline known as the #7-8" with related appurtenances (hereinafter called the "Pipeline") and a pipeline easement and right of way shown as the instruments recited below (hereinafter called the "Easement"), on, over and through parts of the Southwest Quarter and the Southeast Quarter (SW/4 and SE/4) of Section 34, Township 13 South, Range 25 East, Johnson County, Kansas, by virtue of the following:

1. A Right of Way Agreement from Harry M. Leonard and Monta A. Leonard, husband and wife, to Great Lakes Pipe Line Company, its successors and assigns, dated March 7th, 1964, and filed for record in the Recorder's Office of Johnson County, Kansas, in Book 143 at Page 52; and

2. A 30-foot easement obtained in Condemnation Case Numbers 33250 and 33523 in the District Court of Johnson County, Kansas in 1965 between Great Lakes Pipe Line Company, (Magellan's predecessor in title), and Cornelius Giblin and Francis Giblin; and

3. A Partial Release and Grant of Right of Way between Magellan and Christ Community Evangelical Free Church, dated January 29, 2009, and filed for record in the Recorder's Office of Johnson County, Kansas, in Book 200902 at Page 6182.

WHEREAS, CITY has proposed road and drainage improvements (the "CITY's Project") described by project and location as 143rd Street – Windsor to Kenneth; and

WHEREAS, Magellan certifies that its Pipeline located in or about the area traversed by the CITY's Project is at a location where it has right of occupancy due to the Easement; and

WHEREAS, the results of a recent review of CITY's Project plans by Magellan has confirmed the close proximity of various encroachments to Magellan's Pipeline and Easement; and

WHEREAS, due to construction activity to be performed by CITY's contractors within Magellan's Easement, it will be imperative for the safety and integrity of Magellan's Pipeline for Magellan to perform a relocation of the Pipeline by trenching and directional drill equaling approximately 2,500 feet (herein referred to as the "Relocation") as shown on the attached **Exhibit "A"**, and also to hire at least two inspectors, (herein referred to as the "Inspection"), to monitor the construction activity that will take place within Magellan's Easement during the CITY's Project; and

WHEREAS, CITY agrees that the costs associated with the Relocation and costs associated the Inspection, as shown on the attached **Exhibit "B"**, shall be reimbursable to Magellan by the CITY and the CITY agrees to pay such costs subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Magellan agrees to perform the Relocation, subject to the following terms and conditions:

1. **Performance of the Relocation**

Following the execution of this Agreement, the execution of the Encroachment Agreement in the form attached hereto as **Exhibit "C"** (the "Encroachment Agreement") and Magellan's receipt of the deposit described in Section 3 below, Magellan will proceed with the Relocation.

2. **Performance of the Relocation and Permitting**

It shall be the responsibility of CITY to apply for and acquire any necessary Wetlands, Corps of Engineers, or other Federal, State, or County approvals or permitting required

for the Relocation. However, Magellan shall cooperate with CITY as reasonably necessary in regard to obtaining these permits. CITY further agrees to provide all necessary survey and construction drawings required by Magellan to complete the Relocation.

3. Costs of CITY's Project Accommodation

3.1 Simultaneous with the execution and delivery of this Agreement, CITY shall provide to Magellan a deposit in the amount of $1,298,379.00 as a cost advance to cover Magellan's estimated cost of the Relocation and the Inspection. Such cost estimate will not limit CITY's obligation for the total costs finally incurred hereunder, provided, however, that in no event shall City be responsible for payment in excess of $1,300,000.00, unless such amount has been submitted to and approved by the City's Governing Body, such approval not to be unreasonably withheld, conditioned or delayed. Magellan agrees to provide CITY with additional estimates of any material differences in expected total costs estimated by Magellan to be incurred for the Relocation and the Inspection.

3.2 CITY agrees to bear all costs, both direct and indirect, actually sustained or incurred by Magellan in connection with the Relocation and the Inspection, including, but not limited to, labor, materials, construction damages, contractors' fees, administrative overhead, profits, taxes, engineering fees, legal fees, and document research and preparation fees. CITY recognizes and agrees that Magellan may use one or more contractors to perform the Relocation and the Inspection.

4. Final Accounting

4.1 Within 120 days after the completion of the Relocation and Inspection, Magellan shall make a final accounting of costs and provide CITY an invoice of the same reflecting a credit for the deposit paid previously by CITY. If the final accounting reflects that the sum of the advance deposit by CITY hereunder exceeds the total cost for the Relocation and the Inspection, Magellan will refund such excess with the final accounting invoice. If the final invoice shows that the sum of the advance deposit by the City hereunder is less than the total cost of the Relocation and Inspection, payment of Magellan's invoice for such shortfall shall be due within thirty (30) days after receipt. Full payment of such invoice shall be a condition precedent to the right to exercise the audit rights provided in Section 4.2 below.

4.2 Should the total costs for the Relocation and the Inspection exceed the sum of the estimate(s) and full payment of Magellan's invoice has been made pursuant to Section 4.1, CITY shall be entitled to conduct an audit of such costs. Such audit must be completed within sixty (60) days of the receipt of Magellan's final invoice. If the audit reveals unsupported charge(s), CITY shall provide Magellan with a copy of the audit and Magellan will have thirty (30) days to provide supporting documentation for the disputed charge(s). Magellan will write off any disputed charge(s) for which it fails or is unable to

provide supporting documentation, will provide written notice of same to, and reimburse CITY for, such charges.

5. **Performance of Operations**

The Parties agree to perform all operations and construction activity above or adjacent to Magellan's Pipeline in a workmanlike and safe manner, in conformance with applicable industry and governmental standards, and with such conditions as may be imposed by Magellan from time to time. All construction activity by CITY performed over, across, or adjacent to Magellan's Pipeline shall be done in accordance to the terms and conditions of the Encroachment Agreement, and such construction activity shall not commence until Magellan's Relocation has been completed.

6. **Notice**

Exclusive of Saturday, Sunday and legal holidays, notice shall be given to Magellan (and to the appropriate "One-Call" system) by CITY, at least 48 hours in advance of commencement of any construction activity on or adjacent to Magellan's Pipeline, excepting only emergencies. Such notice to Magellan shall be given to Magellan by telephone and concurrent facsimile (with confirmed confirmation thereof) as follows:

Magellan Contact:	Brian Ney
Phone:	(913) 523-3849
Fax:	(913) 647-8451

7. **Force Majeure**

Magellan shall not be liable for any losses or damages due to delay or failure to perform its obligations in this Agreement if such delay or failure (a) is caused by circumstances that are beyond its reasonable control, (b) is unavoidable or (c) makes performance impossible or impracticable. Such circumstances shall include, without limitation, acts of God, acts of war, riots, strikes, lockouts, acts of landowners, acts of government in sovereign or contractual capacity, shortages of or delays in delivery of necessary supplies or materials, accident, fire, water damages, flood, earthquake, tornado or any other natural catastrophes.

8. **Miscellaneous**

8.1 Except as and to the extent expressly provided in the Encroachment Agreement, nothing in this Agreement reflects or shall be deemed to constitute any release, relinquishment, abandonment, modification or subordination of any right, title or interest it may have in the above-described land or the above-described right-of-way and easement agreements.

8.2 This Agreement, including its exhibits, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

8.3 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

8.4 CITY is duly authorized to execute this Agreement, having obtained any and all necessary approvals, through its authorized signatory hereto.

8.5 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

8.6 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

8.7 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

8.8 Neither Party may assign this Agreement without the prior written consent of the other Party, which such consent shall not be unreasonably withheld. Any such attempted assignment in conflict with the previous sentence shall be void and of no effect. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8.9 This Agreement shall be governed by and enforced in accordance with the laws of the State of Kansas.

9. The following exhibits are attached to and incorporated in this Agreement:

Exhibit "A"	-	Magellan Relocation Drawings
Exhibit "B"	-	Relocation and Inspection Costs Estimate
Exhibit "C"	-	Encroachment Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Magellan Pipeline Company, L.P.
By its General Partner,
Magellan Pipeline GP, LLC

By: _____

Title: _____

Date: _____

CITY OF LEAWOOD, KANSAS

By: _____

Title: _____

Date: _____

ATTEST:

_____

Title: _____

APPROVED AS TO FORM:

_____
Patricia A. Bennett
City Attorney

6350-CD-00 3

143RD STREET RELOCATION

LINE 6350 - OLATHE-COLUMBIA #7-8 IN

JOHNSON COUNTY, KANSAS

EXHIBIT A

INDEX OF DRAWINGS:

COVER SHEET - 6350-CD-00
PLAN & PROFILE - 6350-CD-15
PLAN & PROFILE - 6350-CD-16
HDD DETAILS - 6350-CD-17
HDD DETAILS - 6350-CD-18

CONTACTS:

FARNSWORTH GROUP, INC.
20 ALLEN AVENUE, SUITE 200
ST. LOUIS, MO 63119
SCOTT JANSSEN
PHONE: (314) 962-7900

MAGELLAN PIPELINE COMPANY, LP
ONE WILLIAMS CENTER, MD DTC-9
TULSA, OK 74172
MARK VASICEK
PHONE: (918)574-7698

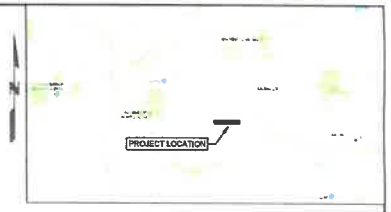
CONTROL POINTS:

NAD 83, KANSAS SOUTH ZONE

CP200 CUT CROSS
N: 213046.503
E: 2273239.633
ELEV. 980.533

CP204 CUT CROSS
N: 214157.3604
E: 2277113.085
ELEV. 922.178

PROJECT MAP



LOCATION MAP
SCALE: NONE

CONSTRUCTION NOTES:

1. ALL WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR, INCLUDING TASKS THAT AFFECT THE OPERATIONS OR INTEGRITY OF THE PIPELINE (COVERED TASKS) PER THE DEFINITIONS SET FORTH IN DOT REGULATIONS 49 CFR PART 195 (OPERATOR QUALIFICATIONS REQUIREMENTS), MUST BE PERFORMED OR SUPERVISED BY QUALIFIED INDIVIDUALS AS DEFINED IN SUCH OQ REQUIREMENTS. CONTRACTOR AGREES TO FURNISH COMPANY REPRESENTATIVE WITH ALL OQ DOCUMENTATION PRIOR TO START OF WORK.
2. ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL COMPANY STANDARDS AND SHALL CONFORM TO ANSI B31.4 LATEST EDITION.
3. THE EXCAVATIONS FOR THIS PROJECT SHALL BE CARRIED OUT IN ACCORDANCE WITH O.S.H.A. REGULATIONS. PROVISIONS FOR WORKER PROTECTION WITHIN EXCAVATIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR TO EXCAVATE AND RESTORE DISTURBED AREAS TO ORIGINAL CONDITIONS, INCLUDING TOPSOIL CONSERVATION, DOUBLE DITCHING PROVISIONS, ETC. SEE BID DOCUMENTS/SCOPE OF WORK FOR PROJECT-SPECIFIC REQUIREMENTS.
5. REMOVAL, RELOCATION, OR REPAIR OF FIELD TILE SHALL BE PERFORMED BY CONTRACTOR.
6. CONTRACTOR SHALL INSTALL CATHODIC PROTECTION TEST STATIONS AT LOCATIONS SHOWN OR AS DIRECTED BY COMPANY REPRESENTATIVE.
7. THE EXISTING PIPELINE WILL BE MARKED BY COMPANY. VEHICLE AND EQUIPMENT CROSSINGS OF THE PIPELINE SHALL BE KEPT TO A MINIMUM.
8. MINIMUM DEPTH OF PIPE COVER IS 4 FEET, UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY FABRICATION.
10. CONTRACTOR TO MAKE 1° TO 1 ½° FIELD BENDS WITH ONE PIPE DIAMETER MINIMUM SPACING BETWEEN BENDS AS REQUIRED FOR FINAL ALIGNMENT.
11. CONTRACTOR TO EXPOSE EXISTING LINE(S) AS REQUIRED FOR TIE-IN OR FIELD BEND(S) FOR FINAL ALIGNMENT.
12. CONTRACTOR TO CUT, CAP AND ABANDON CARRIER AND/OR CASING PIPE AS SPECIFIED IN THE SCOPE OF WORK.
13. CONTRACTOR TO REMOVE AND PROPERLY DISPOSE OF THE CARRIER/CASING PIPE THAT IS RECLAIMED BY THIS PROJECT.
14. CONTRACTOR TO CUT, CAP, AND FILL EXISTING CASING/CARRIER PIPE TO BE ABANDONED IN PLACE WITH APPROVED FILL (60 PSI MIN. TEST @ 28 DAYS).
15. CONTRACTOR TO BACK BEVEL PIPE FOR BUTT WELDING AS NECESSARY.
16. CONTRACTOR TO VERIFY THAT MINIMUM PIPE I.D. FOR PIPE, BENDS, AND FITTINGS IS MET AND SHALL RUN AN APPROPRIATE SIZING PLATE.
17. CONTRACTOR TO TRANSPORT ALL EXCESS NEW PIPE (FULL JOINTS ONLY) TO A SPECIFIED COMPANY FACILITY.
18. CONTRACTOR TO DISPOSE OF ALL NEW AND USED PIPE SCRAPS AT A NON-COMPANY FACILITY.
19. AVAILABLE PIPELINE DATA INDICATES EXISTING PIPE MAY BE COATED WITH COAL TAR COATING. CONTRACTOR TO FIELD VERIFY COATING ON EXISTING PIPE AND INSTALL CORRESPONDING TIE-IN GIRTH WELD COATING PER COMPANY STANDARD. CONTRACTOR SHALL ASSUME ALL COAL TAR COATING TO BE ASBESTOS-CONTAINING AND TREAT PER COMPANY STANDARD.
20. CONTRACTOR SHALL MAINTAIN, ON SITE, A SPILL CLEAN UP KIT IN THE EVENT OF A CONTAMINANT RELEASE FROM THE EQUIPMENT.
21. CONTRACTOR TO FURNISH WELDER NAMES FOR VERIFICATION OF QUALIFICATIONS BY COMPANY. OR WELDERS SHALL BE TESTED, PRIOR TO CONSTRUCTION. WELDER TESTING/QUALIFICATIONS SHALL BE PER COMPANY STANDARDS.

UTILITY NOTES:

1. THE LOCATIONS OF BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE, FOR CONTRACTOR INFORMATIONAL USE ONLY AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE COMPANY, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE.
2. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, MARKING, AND PROTECTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. REROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND COMPANY. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES, REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR MUST REQUEST UTILITY LOCATES 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.

GENERAL NOTES:

1. INFORMATION CONTAINED ON THESE DRAWINGS MUST BE CONSIDERED PROJECT SPECIFIC AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
2. INFORMATION PERTAINING TO NEW ROADWAYS, EXISTING LINE LOCATIONS, RIGHT-OF-WAY BOUNDARIES, AND ALL ELEVATION DATA MUST BE CONSIDERED AS APPROXIMATE ONLY.
3. CONTRACTOR MUST FIELD-VERIFY ALL INFORMATION SHOWN PRIOR TO CONSTRUCTION.
4. COMPANY TO FURNISH SUBCONTRACTOR TO PERFORM NON-DESTRUCTIVE TESTING OF ALL WELDS, PER COMPANY STANDARDS.
5. REFER TO PROJECT PLAN FOR SITE ACCESS REQUIREMENTS AND EASEMENT RESTRICTIONS.
6. CONTRACTOR TO FURNISH AND MAINTAIN SAFETY AND SECURITY MEASURES AS NECESSARY TO ENSURE PUBLIC SAFETY.
7. APPROPRIATE EROSION AND SILTATION CONTROLS MUST BE USED, AND ALL EXPOSED SOIL AND OTHER FILLS MUST BE PERMANENTLY STABILIZED AT THE EARLIEST PRACTICAL DATE. ANY TYPE OF LAND DISTURBANCE PERMIT THAT MAY BE REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BEGINNING ANY OF THE CONSTRUCTION ACTIVITIES. ALL CONTROLS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF NATURAL RESOURCES AND/OR LOCAL GOVERNING AUTHORITY.

BILL OF MATERIALS:

ITEM	SIZE	MATERIAL DESCRIPTION	QUANTITY	
A	8.625"	PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (18 MILS TARGET)	1240	FT
B	8.625"	PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (18 MILS TARGET) 35 - 40 MILS ARO (37 MILS TARGET)	1340	FT
C	8.625"	PIPE, 8.625" OD, 0.250" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (18 MILS TARGET)	40	FT
D	8.625"	ELL, WELD, 8", 45° 3R SEGMENTABLE, .322" W.T., MSS SP-75, WPHY-52	1	EA
F	8.625"	ELL, WELD, 8", 30° 3R, .322" W.T., MSS SP-75, WPHY-52	4	EA
G	8.625"	ELL, WELD, 8", 90° 3R SEGMENTABLE, .322" W.T., MSS SP-75, WPHY-52 (CONTINGENCY)	2	EA

ISSUED FOR CONSTRUCTION
DATE: 11-13-2018

DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH:
TRENCH : 1158'
HDD/BORE : 1229'
TOTAL : 2387

DESIGN PRESSURE: 1440 PSIG
EXISTING MOP: 703 PSIG

PIPE SPECIFICATIONS

EXISTING PIPE:
PIPE, 8.625" OD, 0.188" WT, 5L/X-52

CONVENTIONAL LAY PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (18 MILS TARGET)

TRANSITION PIPE:
PIPE, 8.625" OD, 0.250" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (18 MILS TARGET)

HDD/BORE PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (18 MILS TARGET) 35 - 40 MILS ARO (37 MILS TARGET)

LEGEND

- EXISTING PIPELINE
- PROPOSED PIPELINE
- ROAD R/W
- EASEMENT LINE
- SECTION LINE
- CONSTRUCTION CONSTRAINTS
- TEMPORARY WORKSPACE

NOTES:

1. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
2. CONTRACTOR TO LOCATE AND VERIFY ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THIS PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.
4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN TRENCHES.
5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED WHERE FEASIBLE. ABANDONED PIPE SHALL BE CAPPED AND FILLED WITH GROUT, UNLESS NOTED OTHERWISE.

REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY
4					
3	ISSUED FOR CONSTRUCTION				
	FGI	11-19-18	DF	M VASICEK	M VASICEK
2	ISSUED FOR CONSTRUCTION				
	FGI	11-13-18	DF	M VASICEK	M VASICEK
1	ISSUED FOR APPROVAL				
	FGI	10-24-18	DF		
0	ISSUED FOR REVIEW				
	FGI	10-10-18	DF		

Farnsworth GROUP
20 ALLEN AVENUE, SUITE 200
ST LOUIS, MISSOURI 63119
(314) 962-7900 / info@fgw.com
www.fgw.com
Engineers | Architects | Surveyors | Scientists

MAGELLAN MIDSTREAM PARTNERS, L.P.

MAGELLAN PIPELINE COMPANY, L.P.

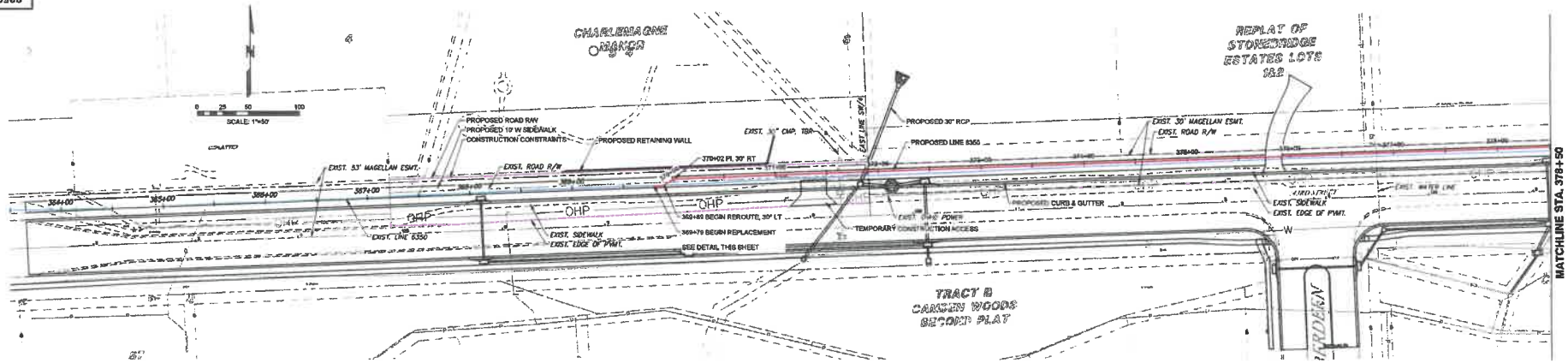
143RD STREET RELOCATION
LINE 6350 - OLATHE-COLUMBIA #7-8 IN
COVER SHEET

JOHNSON COUNTY KANSAS

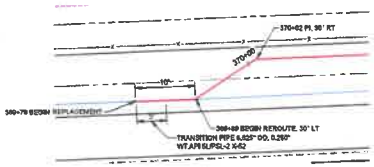
DRAWN BY	FGI	SCALE NONE	A.F.E.
DATE DRAWN	10-10-18	DRAWING NO.	
CHECKED BY	DF	6350-CD-00	
PROJECT ENGINEER	M VASICEK		
APPROVED BY	M VASICEK		

3

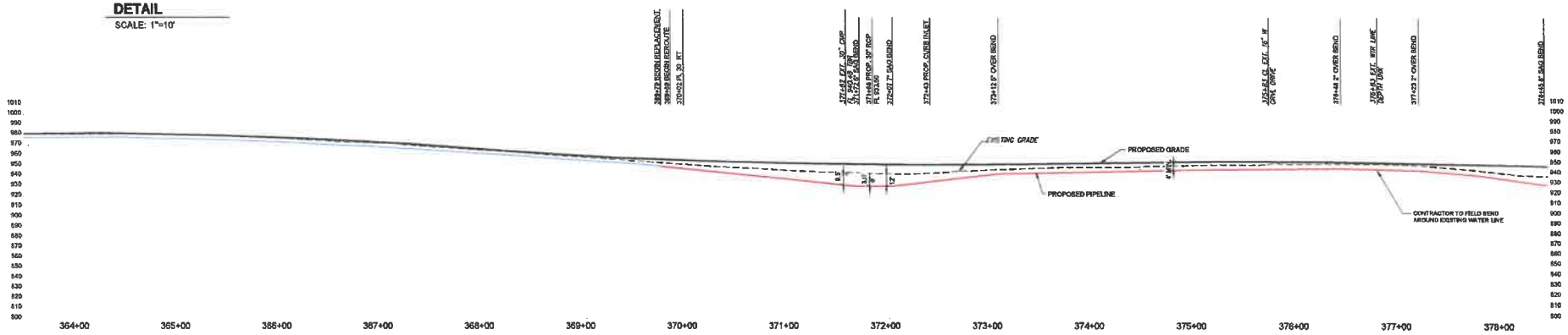
EXHIBIT A - Pg 2



PLAN
SCALE: 1"=50'



DETAIL
SCALE: 1"=10'



PROFILE
SCALE: 1"=50'

ISSUED FOR CONSTRUCTION
DATE: 11-13-2018

DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH:
TRENCH : 1158'
HDDBORE : 1229'
TOTAL : 2387'

DESIGN PRESSURE: 1440 PSIG
EXISTING MOP: 703 PSIG

PIPE SPECIFICATIONS

EXISTING PIPE:
PIPE, 8.625" OD, 0.188" WT, SLX-52

CONVENTIONAL LAY PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 16 MILS FBE (15 MILS TARGET)

TRANSITION PIPE:
PIPE, 6.625" OD, 0.250" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 16 MILS FBE (15 MILS TARGET)

HDDBORE PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 16 MILS FBE (15 MILS TARGET)
35 - 40 MILS ARO (37 MILS TARGET)

LEGEND

- EXISTING PIPELINE
- PROPOSED PIPELINE
- ROAD R/W
- EASEMENT LINE
- SECTION LINE
- CONSTRUCTION CONSTRAINTS
- TEMPORARY WORKSPACE

NOTES:

1. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
2. CONTRACTOR TO LOCATE AND VERIFY ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.
4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN TRENCHES.
5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED WHERE FEASIBLE. ABANDONED PIPE SHALL BE CAPPED AND FILLED WITH GROUT, UNLESS NOTED OTHERWISE.

REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY
4					
3	ISSUED FOR CONSTRUCTION				
	FGI	11-19-18	DF	M VASICEK	M VASICEK
2	ISSUED FOR CONSTRUCTION				
	FGI	11-13-18	DF	M VASICEK	M VASICEK
1	ISSUED FOR APPROVAL				
	FGI	10-24-18	DF		
0	ISSUED FOR REVIEW				
	FGI	10-10-18	DF		

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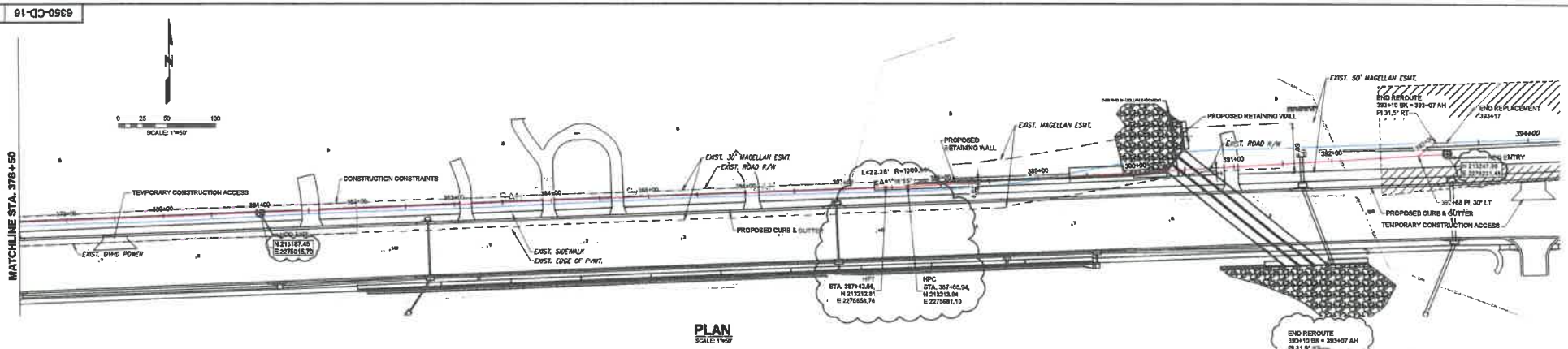
MAGELLAN PIPELINE COMPANY, L.P.

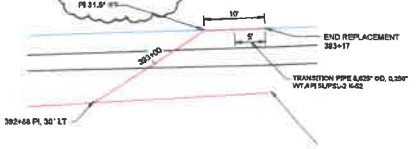
143RD STREET RELOCATION
LINE 6350 - OLATHE-COLUMBIA #7-8 IN
PLAN & PROFILE

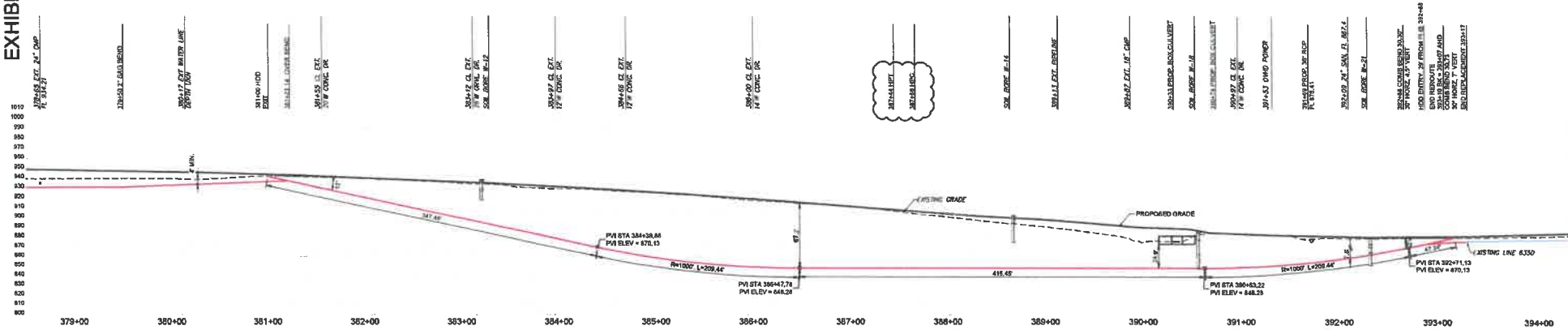
JOHNSON COUNTY KANSAS

DRAWN BY	FGI	SCALE 1"=50'	N.T.S.
DATE DRAWN	10-10-18	DRAWING NO.	
CHECKED BY	DF	6350-CD-15	
PROJECT ENGINEER	M VASICEK		
APPROVED BY	M VASICEK		3

EXHIBIT A - Pg 3







ISSUED FOR CONSTRUCTION
DATE: 11-13-2018

DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH:
TRENCH: 1158'
HDD/BORE: 1229'
TOTAL: 2387'

DESIGN PRESSURE: 1440 PSIG
EXISTING MOP: 700 PSIG

PIPE SPECIFICATIONS

EXISTING PIPE:
PIPE, 8.625" OD, 0.188" WT, SLX-52

CONVENTIONAL LAY PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (15 MILS TARGET)

TRANSITION PIPE:
PIPE, 8.625" OD, 0.250" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (15 MILS TARGET)

HDD/BORE PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (15 MILS TARGET)
35 - 40 MILS ARO (37 MILS TARGET)

LEGEND

- EXISTING PIPELINE
- PROPOSED PIPELINE
- ROAD R/W
- EASEMENT LINE
- SECTION LINE
- CONSTRUCTION CONSTRAINTS
- TEMPORARY WORKSPACE

NOTES:

1. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
2. CONTRACTOR TO LOCATE AND VERIFY ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.
4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN TRENCHES.
5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED WHERE FEASIBLE. ABANDONED PIPE SHALL BE CAPPED AND FILLED WITH GROUT, UNLESS NOTED OTHERWISE.

REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY
4					
3	ISSUED FOR CONSTRUCTION				
	FGI	11-19-18	DF	M VASICEK	M VASICEK
2	ISSUED FOR CONSTRUCTION				
	FGI	11-13-18	DF	M VASICEK	M VASICEK
1	ISSUED FOR APPROVAL				
	FGI	10-24-18	DF		
0	ISSUED FOR REVIEW				
	FGI	10-10-18	DF		

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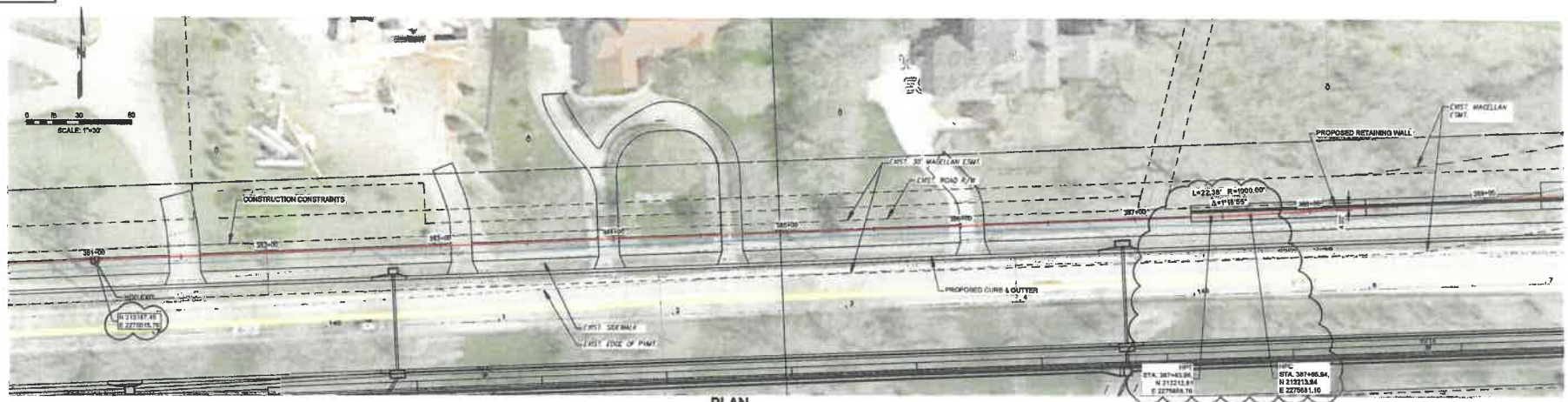
MAGELLAN PIPELINE COMPANY, L.P.

143RD STREET RELOCATION
LINE 6350 - OLATHE-COLUMBIA #7-8 IN
PLAN & PROFILE

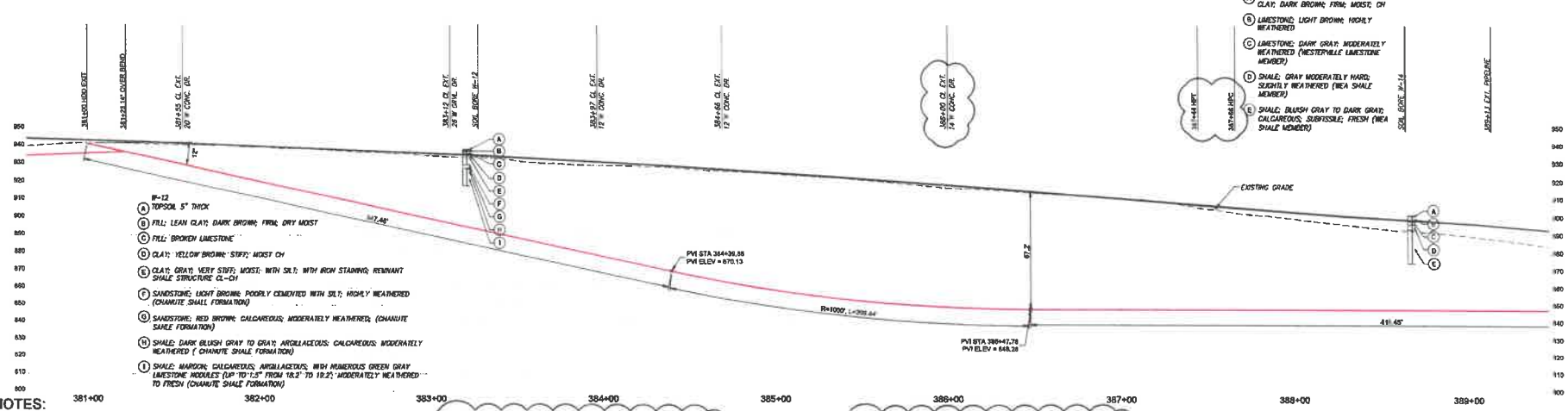
JOHNSON COUNTY KANSAS

DRAWN BY	FGI	SCALE: AS NOTED	A.F.E.
DATE DRAWN	10-10-18	DRAWING NO.	6350-CD-16
CHECKED BY	DF		
PROJECT ENGINEER	M VASICEK		
APPROVED BY	M VASICEK		

EXHIBIT A - Pg 4



PLAN
SCALE: 1"=30'



(A) TOPSOIL 6" THICK CLAY; DARK BROWN; FIRM; MOIST; CH

(B) LIMESTONE; LIGHT BROWN; HIGHLY WEATHERED

(C) LIMESTONE; DARK GRAY; MODERATELY WEATHERED (WESTERVILLE LIMESTONE MEMBER)

(D) SHALE; GRAY MODERATELY HARD; SLIGHTLY WEATHERED (WEA SHALE MEMBER)

(E) SHALE; BLUISH GRAY TO DARK GRAY; CALCAREOUS; SUBFISSILE; FRESH (WEA SHALE MEMBER)

B=12
(A) TOPSOIL 5" THICK
(B) FILL; LEAN CLAY; DARK BROWN; FIRM; DRY MOIST
(C) FILL; BROKEN LIMESTONE
(D) CLAY; YELLOW BROWN; STIFF; MOIST CH
(E) CLAY; GRAY; VERY STIFF; MOIST; WITH SILT; WITH IRON STAINING; REMNANT SHALE STRUCTURE CL-CH
(F) SANDSTONE; LIGHT BROWN; POORLY CEMENTED WITH SILT; HIGHLY WEATHERED (CHANUTE SHALE FORMATION)
(G) SANDSTONE; RED BROWN; CALCAREOUS; MODERATELY WEATHERED; (CHANUTE SAHLE FORMATION)
(H) SHALE; DARK BLUISH GRAY TO GRAY; ARGILLACEOUS; CALCAREOUS; MODERATELY WEATHERED (CHANUTE SHALE FORMATION)
(I) SHALE; MAROON; CALCAREOUS; ARGILLACEOUS; WITH NUMEROUS GREEN GRAY LIMESTONE NODULES (UP TO 1.5" FROM 18.2' TO 19.2'); MODERATELY WEATHERED TO FRESH (CHANUTE SHALE FORMATION)

HDD NOTES:

1. MINIMUM ALLOWABLE COMBINED RADIUS = 600 FEET.
2. MAXIMUM ALLOWABLE PULLBACK FORCE = 225,000 LBS. PER PULL.
3. THEORETICAL PULLBACK FORCE REQUIRED = 28,310 LBS.
4. MAXIMUM ROTATIONAL TORQUE = 0 IN-LBS PER PULL.
5. MAXIMUM PIPE SUPPORT SPACING: HYDROTEST = 35 FEET; STRINGING/PULLBACK = 35 FEET
6. PRE-PULLBACK HYDROTESTING SHALL BE IN ACCORDANCE WITH THE PROJECT-SPECIFIC HYDROTEST PLAN.
7. CONTRACTOR SHALL VERIFY THAT SOIL BORE HOLES HAVE BEEN ADEQUATELY SEALED TO PREVENT LOSS OF DRILLING FLUID.
8. SOIL BORE INFORMATION FROM KDOT PLANS
9. HORIZONTAL ALIGNMENT TOLERANCE: ± 5 FEET, ALIGNMENT CAN NOT COME CLOSER THAN 3 FEET FROM MAGELLAN'S ROW BOUNDARY LINE
10. VERTICAL ALIGNMENT TOLERANCE: ± 0 FEET, - 15 FEET.
11. ENTRY POINT SHALL BE AS SHOWN ON DRAWING.
12. EXIT POINT ± FEET SHORT OR SLIGHTLY LONG RELATIVE TO THE EXIT POINT SHOWN ON THE DRAWING.

PROFILE
SCALE: 1"=30'

VERTICAL CURVE DATA

STATION	ELEVATION	DESCRIPTION
381+00	842.37	EXIT
384+40	870.13	PT
386+48	848.28	PC; R=1000', Δ=12°
390+63	848.28	PT
392+71	870.13	PC; R=1000', Δ=12°
29' FROM PI @ 392+68	879.95	ENTRY

HORIZONTAL CURVE DATA

ENTRY	NORTH	EAST
HPC	213213.84	2275681.10
HPT	213212.81	2275658.76
EXIT	213187.45	2275015.70

ISSUED FOR CONSTRUCTION
DATE: 11-13-2018

DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH:
TRENCH : 1159'
HDDBORE : 1229'
TOTAL : 2387'

DESIGN PRESSURE: 1440 PSIG
EXISTING MOP: 703 PSIG

PIPE SPECIFICATIONS

EXISTING PIPE:
PIPE, 6.625" OD, 0.168" WT, SLX-52

CONVENTIONAL LAY PIPE:
PIPE, 6.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (15 MILS TARGET)

TRANSITION PIPE:
PIPE, 6.625" OD, 0.250" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (15 MILS TARGET)

HDDBORE PIPE:
PIPE, 6.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (15 MILS TARGET)
35 - 40 MILS ARO (37 MILS TARGET)

LEGEND

- EXISTING PIPELINE
- PROPOSED PIPELINE
- ROAD R/W
- EASEMENT LINE
- SECTION LINE
- CONSTRUCTION CONSTRAINTS
- TEMPORARY WORKSPACE

NOTES:

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REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY	
4						
3	FGI	11-19-18	DF	M VASICEK	M VASICEK	ISSUED FOR CONSTRUCTION
2	FGI	11-13-18	DF	M VASICEK	M VASICEK	ISSUED FOR CONSTRUCTION
1	FGI	10-24-18	DF			ISSUED FOR APPROVAL
0	FGI	10-10-18	DF			ISSUED FOR REVIEW

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Engineers | Architects | Surveyors | Scientists

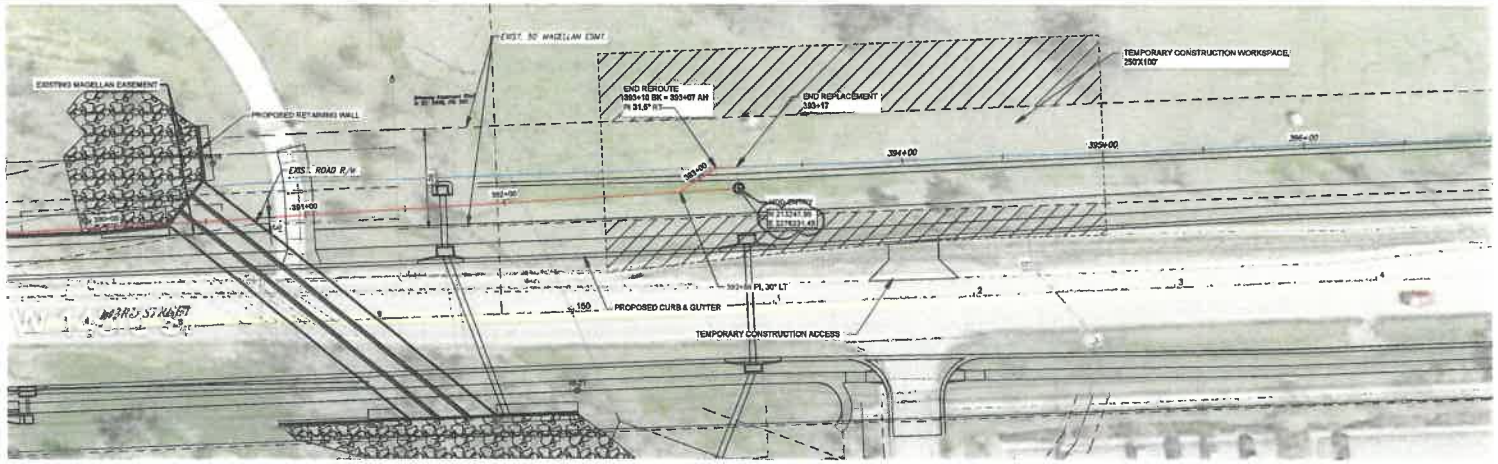
MAGELLAN MIDSTREAM PARTNERS, L.P.
MAGELLAN PIPELINE COMPANY, L.P.

143RD STREET RELOCATION
LINE 6350 - OLATHE-COLUMBIA #7-8 IN
HDD DETAILS

JOHNSON COUNTY KANSAS

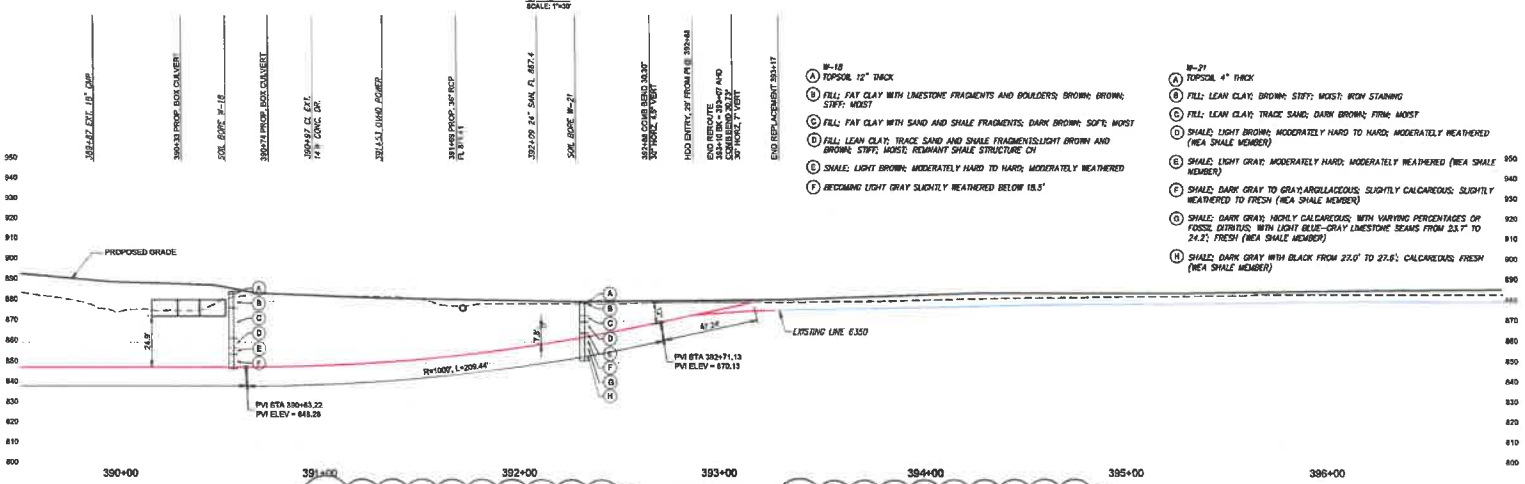
DRAWN BY	FGI	SCALE AS NOTED	A.P.I.
DATE DRAWN	10-10-18	DRAWING NO.	
CHECKED BY	DF	6350-CD-17	
PROJECT ENGINEER	M VASICEK		
APPROVED BY	M VASICEK		3

EXHIBIT A - Pg 5



PLAN

SCALE: 1"=30'



PROFILE

SCALE: 1"=30'

HDD NOTES:

1. MINIMUM ALLOWABLE COMBINED RADIUS = 600 FEET.
2. MAXIMUM ALLOWABLE PULLBACK FORCE = 225,000 LBS. PER PULL.
3. THEORETICAL PULLBACK FORCE REQUIRED = 20,310 LBS.
4. MAXIMUM ROTATIONAL TORQUE = 9 IN-LBS PER PULL.
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11. ENTRY POINT SHALL BE AS SHOWN ON DRAWING.
12. EXIT POINT 5 FEET SHORT OR 10 FEET LONG BELOW TO THE EXIT POINT SHOWN ON THE DRAWING.

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STATION	ELEVATION	DESCRIPTION
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384+40	870.13	PT
386+48	849.28	PC; R=1000', Δ=12°
390+63	849.28	PT
392+71	870.13	PC; R=1000', Δ=12°
29' FROM PI @ 392+88	879.95	ENTRY

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ENTRY	NORTH	EAST
HPC	213213.84	2275681.10
HPT	213212.81	2275658.76
EXIT	213187.45	2275615.70

ISSUED FOR CONSTRUCTION
DATE: 11-13-18

DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH:
TRENCH : 1185'
HDD/BORE : 1229'
TOTAL : 2387'

DESIGN PRESSURE: 1440 PSIG
EXISTING MOP: 703 PSIG

PIPE SPECIFICATIONS

EXISTING PIPE:
PIPE, 8 5/8" OD, 0.188" WT, SLX-52

CONVENTIONAL LAY PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 16 MILS FBE (15 MILS TARGET)

TRANSITION PIPE:
PIPE, 8.625" OD, 0.250" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13 - 18 MILS FBE (15 MILS TARGET)

HDD/BORE PIPE:
PIPE, 8.625" OD, 0.322" WT, API 5L/PSL-2 X-52, ERW, PEB 30 DEGREES, DRL, 13- 16 MILE FBE (15 MILS TARGET)
35 - 40 MILS ARO (37 MILS TARGET)

LEGEND

- EXISTING PIPELINE
- PROPOSED PIPELINE
- ROAD R/W
- EASEMENT LINE
- SECTION LINE
- CONSTRUCTION CONSTRAINTS
- TEMPORARY WORKSPACE

NOTES:

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REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY
4					
3	ISSUED FOR CONSTRUCTION				
	FGI	11-19-18	DF	M VASICEK	M VASICEK
2	ISSUED FOR CONSTRUCTION				
	FGI	11-13-18	DF	M VASICEK	M VASICEK
1	ISSUED FOR APPROVAL				
	FGI	10-24-18	DF		
0	ISSUED FOR APPROVAL				
	FGI	10-10-18	DF		

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MAGELLAN MIDSTREAM PARTNERS, L.P.
MAGELLAN PIPELINE COMPANY, L.P.

143RD STREET RELOCATION
LINE 6350 - OLATHE-COLUMBIA #7-8 IN
HDD DETAILS

JOHNSON COUNTY KANSAS

DRAWN BY	FGI	SCALE AS NOTED	A.F.E.
DATE DRAWN	10-10-18	DRAWING NO. 6350-CD-18	
CHECKED BY	DF		
PROJECT ENGINEER	M VASICEK		
APPROVED BY	M VASICEK		

EXHIBIT B

MAGELLAN MIDSTREAM PARTNERS, L.P.

Project #: 143rd Street Relocation
Location: Leawood, KS
Pipeline: Olathe - Columbia #7-8"
Description: The City of Leawood is expanding 143rd Street and will require portions of the pipeline to be replaced. This cost estimate is a for an HDD along with trenching installation of the relocated pipeline.

Date: 1/2/2019
Revised:

CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB TOTAL
ACA	**Right Of Way: Cost Of Easement**					
ACB	**Right Of Way: Acquisition Expense**					
ACC	**Right Of Way: Legal Expense**					
	RIGHT OF WAY SUB TOTAL					0.00
GAA	**Mainline Pipe**					
	Pipe - 8.625", 0.322" wt, FBE	1,180	LF	30.00	35,400.00	
	Pipe - 8.625", 0.322" wt, FBE, ARO	1,240	LF	36.00	44,640.00	
	Pipe Bends - 8.625", 0.322" wt, FBE	9	EA	600.00	5,400.00	
	Mainline Pipe Sub Total					85,440.00
GBA	**Mainline Mechanical Materials**					
	Mainline Mechanical Materials Sub Total					0.00
GCA	**Mainline Labor**					
	Mob/Demob	1	EA	$40,000.00	$40,000.00	
	Clearing	1	EA	$25,000.00	$25,000.00	
	HDD (Includes Pipe Fabrication)	1,230	LF	$325.00	$399,750.00	
	HDD ILI	1	EA	$30,000.00	$30,000.00	
	Trench Installation (Includes Pipe Fabrication)	1,160	LF	$200.00	$232,000.00	
	Hydrotest	1	EA	$50,000.00	$50,000.00	
	Drain up	1	EA	$50,000.00	$50,000.00	
	Tie Ins	2	EA	$17,500.00	$35,000.00	
	Pipe Abandonment (Removal and Grouting)	1	EA	$30,000.00	$30,000.00	
	Mainline Labor Subtotal					891,750.00
GCB	**Mainline Inspection & Testing**					
	Inspector (Multiple Inspectors)	90	DAY	$750.00	$67,500.00	
	X-Ray Services	5	DAY	$2,500.00	$12,500.00	
	Mainline Inspection & Testing Sub Total					80,000.00
GCC	**Mainline Instruments & Electrical Material**					
	Mainline Instruments & Electrical Material Sub Total					0.00
GCF	**Mainline Eng/Draft/Permit/Survey**					
	Third party engineering	35	DAY	$2,500.00	$87,500.00	
	Construction Engineering	7	DAY	$2,000.00	$14,000.00	
	Environmental Permits	1	EA	$3,000.00	$3,000.00	
	Legal Fees	0	HRS	$150.00	$0.00	
	Mainline Eng/Draft/Permit/Survey Sub Total					104,500.00
GCG	**Mainline Cathodic Protection**					
	Mainline Cathodic Protection Sub Total					0.00
GCH	**Construction Damages**	0	LOT	0.00	0.00	0.00
	MAINLINE SUB TOTAL					1,161,690.00
ZAV	**Capitalized Interest**	1	LOT	0.00	0.00	0.00
ZBV	**Internal Labor**					
	Company engineering	40	HRS	55.00	2,200.00	
	Real Estate Representative	40	HRS	55.00	2,200.00	
	Asset Integrity Supervisor	40	HRS	55.00	2,200.00	
	DPMO or COM	40	HRS	45.00	1,800.00	
	Travel (Airfare, Hotel, Rental Car, Food...)	3	EA	800.00	2,400.00	10,800.00
	Contingency	10%	%	1,172,490.00	117,249.00	117,249.00
ZCV	**Administrative Overhead**	80.0%	%	10,800.00	8,640.00	8,640.00
	INTERNAL CHARGES SUB TOTAL					136,689.00

TOTAL ESTIMATED PROJECT COST	**$ 1,298,379.00**

Notes:

Assumptions:
Conventional drain up
Abandoned pipe to be mostly grout filled
No construction damages
City to provide subsurface information

EXHIBIT "A" TO ENCROACHMENT AGREEMENT, 1 of 5

MAGELLAN PIPELINE COMPANY, L.P.

General Encroachment Requirements

A. GENERAL - These requirements define the minimum standards of practice for encroachments by a landowner (including any developer, business entity, utility company or individual working for, or on behalf of, or with permission of landowner) (herein referred to collectively as "Owner") to pipeline corridors and rights of way ("Magellan's Easement Tract") owned or operated by Magellan Pipeline Company, L.P. ("Magellan"). Upon written request by Owner to Magellan, a copy of these minimum requirements shall be provided to any developer, business entity, utility company or individual working on behalf of Owner or with the permission of Owner within Magellan's Easement Tract. Specific circumstances may require additional precautions or more stringent methods in order to protect the integrity of Magellan's pipelines and facilities. Magellan's Easement Tract for purposes of these General Encroachment Requirements shall be considered to be any area within fifty (50) feet of any Magellan pipeline or other Magellan-owned or operated facility unless a different right of way width is specified by one or more recorded right of way or easement documents (herein collectively called "Easement", whether one or more), in which case such specified width shall define Magellan's Easement Tract.

1. Encroachment Definition An "encroachment" is any use of the land within Magellan's Easement Tract which could interfere with Magellan's Easement rights or which could create safety concerns for Magellan pipelines and/or facilities located on Magellan's Easement Tract. Encroachments include, but are not limited to: structures, fixtures, personal property, landscaping, foreign utilities, foreign pipelines, roadways, railroads, waterway crossings, water impoundments, walls, heavy equipment and heavy loads on Magellan's Easement Tract, and also any excavation, digging, drilling, tunneling and addition, removal or disturbance of soil or subsoil within Magellan's Easement Tract.

2. Magellan Representative Required On-Site. Magellan pipeline systems operate at high pressures, and for safety reasons, Magellan requires its company representatives to be on-site while Owner is excavating or performing other activities which could endanger the Magellan pipelines or other facilities on

Magellan's Easement Tract. For other activities of the Owner on the Magellan Easement Tract, the Magellan field representative shall determine whether Magellan's continuous presence or periodic monitoring of encroachment activities will be required and shall inform the Owner. A Magellan representative will be made available upon 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of any Magellan pipelines. No excavation shall be commenced without prior written approval from Magellan and verification by Magellan of the location and approximate depth of its pipelines.

3. Magellan's Facilities. Magellan's facilities include, but are not limited to, Easement, rights of way, pipelines, meter and valve sites, aboveground piping manifolds and cathodic protection systems.

4. Land Use Change - Notification. The landowner and tenant, if any, must notify Magellan at any and every time when the land use will be changed for land on or adjacent to Magellan's Easement Tract. Examples of such land use changes are:

- Change from pasture to cultivation
- Change in depth of tilling (e.g. plowing deeper or deep-breaking the land)
- Change in that terraces will be cut or re-cut
- Change from agricultural use to residential, commercial or industrial use.
- Change from residential to commercial or from commercial to industrial

5. Governmental Regulations and Industry Guidelines. Owner must comply with all applicable laws and regulations, as well as Magellan's policies as expressed herein. Owner is also hereby referred to the Common Ground Alliance Best Practices which can be found on the web site: www.commongroundalliance.com (See "Program Information" / "Best Practices") and which is available from Common Ground Alliance in booklet form for easy reference. Best Practices addresses the most common issues for damage prevention for an encroaching party, including, among others: Planning and Design; One-Call Center; Locating and Marking; Excavation; and Mapping.
In the even of a conflict between laws and regulations, Magellan's policies and the Common Ground Alliance Best Practices, the following priority shall govern encroachments on Magellan's Easement Tract: 1st -- laws and regulations; 2nd -- Magellan policies; and 3rd -- Common Ground Alliance Best Practices.

B. MAGELLAN RIGHT OF WAY PRACTICE

1. Personal Property and Fixtures To Be Kept Off of Magellan's Easement Tract. In order to keep Magellan rights of way clear for operations, maintenance, inspection and emergency access, personal property and fixtures shall not be placed, stored or maintained on Magellan's Easement Tract. Personal property and fixtures include, but are not limited to, storage sheds, automobiles, trailers, mobile homes, above-ground swimming pools, business equipment, product inventory, scrap metal, boulders, large rocks, debris, junk and piles of materials.

2. Encroachments Subject to Being Cleared from Magellan's Easement Tract. Subject to the terms of its Easement (including right of way agreement[s] and other written agreements), Magellan may keep Magellan's Easement Tract clear of items that may hinder the exercise of Magellan's rights to construct, operate, inspect, maintain, repair and access its pipelines and other facilities. Clearing of the Magellan's Easement Tract shall include, but not be limited to the following: removal of trees, brush, crops, other vegetation and non-permitted encroachments located on or overhanging all or part of any Magellan's Easement Tract. Trees or other vegetation overhanging Magellan's Easement Tract may be side-trimmed.

C. ENCROACHMENT PLANNING

1. Plan Review Required by Magellan. For any encroachment, Magellan must be provided project plans to review and approve, *prior to the encroachment occurring*, for purposes of damage prevention.

2. Submission of Complete Plans. Owner must submit complete plans to Magellan for review. Incomplete plans could delay Magellan's engineering impact study and insufficient information could result in increased costs. Plans must include:

- A plan view of the project with the pipeline(s) location included.
- An illustration in profile of the existing surface elevations, the proposed surface elevations and the elevation of the Magellan pipeline(s)
- A comprehensive utility /structure /grading plan depicting the relationship to the pipeline(s).
- A proper legal description of the project location.
- Complete landscaping plans.
- Complete plans for backfilling and compaction of backfill material.

3. Plans Must Show Magellan's Easement Tract, Pipelines and Facilities. All construction plans (prints) showing lands where all or any part of Magellan's Easement Tract, any Magellan pipeline or facility is located must contain the

following:

- Location and depth of all Magellan pipelines and facilities
- The width of Magellan's Easement Tract
- A standard warning statement *conspicuously displayed* containing the following language:

WARNING
HIGH-PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited Without compliance with State One-Call AND Without Written Permission From MAGELLAN PIPELINE COMPANY, L.P.

4. Written Encroachment Agreement Required. A written, fully executed Encroachment Agreement must be in place between Magellan and Owner before Owner commences work on any encroachment.

5. Costs. Unless otherwise agreed in writing, all costs to Magellan that result from any encroachment should be paid by Owner. Such costs shall include, but not be limited to: modification, replacement, lowering, and protection of pipelines, including engineering evaluation and design, field labor and real estate research and document preparation and handling.

6. Pipeline Integrity Inspection. Prior to the installation of any structure, parking lot, roadway or other facility which might interfere with or hinder Magellan's inspection of any pipeline or facility, Magellan will perform an integrity review of its pipeline and any other assets which may be affected by the proposed structure, parking lot, roadway or other encroaching facility in order to determine that Magellan's assets comply with integrity requirements and to allow Magellan to make any needed changes prior to construction of any encroachments.

7. Soil On Magellan's Easement Tract -- Removing and Adding. No soil shall be removed from or added to Magellan's Easement Tract without written authorization from Magellan. Any soil added must be clean (without contaminants, trash or debris) fill dirt and must be *limited in amount* so that the

resulting cover (vertical distance from the surface of the land to the top of Magellan's pipeline) is not greater than eight feet (8')

8. Erosion Control Materials. Erosion-control materials may be allowed on Magellan's Easement Tract for temporary periods of construction and restoration.

9. Proof of Title to Property. Magellan may require Owner to provide proof of current ownership of the land where the proposed encroachment is to be located. Such proof may be in the form of a Title Commitment, Title Policy, or a copy of a recorded Warranty Deed.

10. Subdivision Plat. Magellan requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, Magellan requires a copy indicating the book and the page of the recording.

11. Location and Approximate Depth of Pipeline: A Magellan representative is normally available with 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of the pipeline(s). Determining actual depths of pipelines may require pot-holing or hand-digging by, and at the expense of Owner in the presence of an authorized Magellan representative. No excavation on Magellan's Easement Tract shall take place without approval by Magellan.

12. Vertical Separation Between Magellan Pipeline or Facility and an Encroaching Object or Structure. Vertical separation is defined in this document as the vertical distance between the outermost part of a Magellan pipeline, facility or appurtenance (for example, the outside of the pipe [for uncased pipe] or the outside of the pipe casing [for cased pipe]) and the outermost part of the encroaching object (for example, the outside of the encroaching pipeline or the outside of its conduit).

13. Construction Equipment Information. Owner shall provide to Magellan information as to the type, size, and weight of construction equipment that will be used over or in the vicinity of the pipeline(s).

D. ENCROACHMENT DESIGN REQUIREMENTS & STANDARDS

1. Risk of Loss and Damage. Owner shall bear the risk of loss, damage and/or destruction to any structure, fence, landscaping or improvement placed within the boundaries of Magellan's Easement Tract and shall hold Magellan harmless

EXHIBIT "A" TO ENCROACHMENT AGREEMENT, 2 of 5

for damages, destruction of structures and for any consequential damages which may arise out of Magellan or its designees exercising Magellan's Easement rights or which may arise out of accessing Magellan's Easement Tract, pipelines or facilities.

2. Buildings, Structures and Fences.

a. **Buildings and Structures.** No buildings, houses, barns, garages, patios, playhouses, sheds, septic systems or drain fields, swimming pools (above-ground or below-ground), reinforced concrete slabs or other similar structures will be permitted on the Magellan's Easement Tract.

b. **Septic System not permitted.** No septic-system, including any lateral lines will be permitted on Magellan's Easement Tract.

c. **Retaining Walls.** Retaining walls are not permitted on Magellan's Easement Tract.

d. **Fences.** No fence shall be constructed or maintained on Magellan's Easement Tract without a written agreement.

e. **Requirements for Fences.** If fencing on Magellan's Easement Tract is authorized by a written agreement with Magellan, the fencing must comply with the following:

1) **Not Parallel to Pipeline.** No fence shall be allowed to be constructed parallel closer than 10 feet to any Magellan pipeline, within the boundaries of Magellan's Easement Tract.

2) **Fence Posts Location.** No fence posts will be allowed to be within five (5) feet of any Magellan pipeline or facility.

3) **Gates Required.** Magellan may require any fence constructed within the boundaries of Magellan's Easement Tract to have gates of such size and suitability as is necessary or convenient for Magellan to access its pipelines and/or facilities for its operations, including inspections, at each point where the fence crosses a Magellan pipeline or facility boundary. Magellan shall be allowed to put a Magellan lock on such gates, which will allow access to Magellan's Easement Tract and/or facilities through such gates.

4) **Angle of Fence Crossing.** It is preferred that fence crossings be as close to 90 degrees as possible.

3. Landscaping, Elevation Changes and Water.

a. **Landscaping Definition.** Landscaping shall include, but not be limited to, trees, shrubs, underground irrigation or sprinkler systems, sidewalks or other paths, retaining walls, terraces or other land grade changes, within Magellan's Easement Tract.

b. **General Landscaping Requirements.** The following are the general rules for landscaping on Magellan's Easement Tract:

1) **Written Approval.** Landscaping proposed to be done on Magellan's Easement Tract must be approved by Magellan in a **written *encroachment agreement.*** Among other terms, the encroachment agreement will release Magellan from any liability for damages to the landscaping from the exercise of Magellan's Easement rights

2) **Trees Not Permitted.** Trees are not permitted on Magellan's Easement Tract.

3) **Shrubs.** Shrubs exceeding 3 feet in height and/or obstructing the view of any Magellan pipeline marker posts are not permitted on Magellan's Easement Tract.

4) **Irrigation Systems, Field Drain Lines, and Sidewalks.** Irrigation systems, field drain lines and sidewalks that are to cross a Magellan pipeline must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees and must comply with other applicable provisions of this document.

c. **No Water Bodies on Magellan's Easement Tract.** Retention of water, including but not limited to, Livestock ponds, lakes, retention ponds, or wetlands may not be constructed or formed on Magellan's Easement Tract.

d. **Surface Grade and Elevation Changes.** Surface grade or elevation changes must be reviewed and approved in writing by Magellan

4. Foreign Pipeline & Utility Crossings. No foreign pipelines or utility lines of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract

a. **Minimum Angle for Pipeline/Utility Crossing.** Any foreign pipeline or utility that is proposed to cross a Magellan pipeline must cross the Magellan pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees.

b. **Vertical Separation Requirements for Crossing.** Foreign pipeline(s), utilities (except high-voltage lines – see below) or flow lines should cross Magellan pipeline(s) with at least 24 inches of vertical separation. Special written authorization must be given in the event vertical separation is less than that specified in these General Encroachment Requirements. The preferred method for a foreign pipeline or utility to cross a Magellan pipeline is to cross ***below*** the Magellan pipeline.

c. **Warning Tape Required.** When any foreign pipeline or utility line is proposed to cross a Magellan pipeline, Owner must place 6" wide McMaster-Carr No. 8288T12 or equal within Magellan's Easement Tract in the following manner:

1) The tape must be placed directly over (parallel to) and at least 15 inches above the foreign line for the entire distance that it occupies Magellan's Easement Tract. Additionally, the tape must be placed directly over (parallel to) and at least 15 inches above each Magellan pipeline that is crossed for a minimum distance which is the greater of:

(a) a minimum distance of 20 feet on each side of the Magellan pipeline, or

(b) across the entire width of Magellan's Easement Tract

2) The placement of warning tape on each side of ***Magellan*** pipeline(s) will not be required for utility cables that are installed using the directional drill or jacking method.

d. **Crossings By Metal Pipelines or Conduits.** Metallic pipe crossing Magellan pipeline(s) may require Magellan to perform a cathodic protection interference survey. If interference with Magellan's cathodic protection system is detected and remediation is necessary, Owner agrees to cooperate with Magellan and to make necessary adjustments in Owner's interfering metallic pipe or other remediation to correct such interference problem insure that the Magellan cathodic protection system is operating properly.

e. **Crossing Requirements.** Electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables should cross Magellan pipeline(s) with a ***minimum of 24-inches of vertical separation*** All such lines must be covered with a *Concrete Slab* for the full width of the Easement Tract, if requested by Magellan. If such lines have an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.

f. **Crossing Requirements For Lines Going Over a Magellan Pipeline.** In the event the electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables cable crosses *over* a Magellan pipeline, such line shall be ***encased in red concrete across the full width of Magellan's Easement Tract,*** unless a variance is granted by Magellan, as set forth below.

g. **Written Authorization for Variance.** Owner must have written authorization from Magellan for any variance from the vertical separation requirements listed above and/or for any variance from the requirement for encasement of high-voltage electrical lines in red concrete.

h. **Utility Poles and Guy Anchors.** Utility poles and guy anchors shall not be placed on Magellan's Easement Tract without a written agreement. With a written agreement, poles and anchors may be placed no closer than 20 feet to any Magellan pipeline. Poles shall not be allowed to run parallel to a Magellan pipeline within the Magellan Easement Tract.

i. **Directional Drilling / Boring.**

1) Prior to commencing any horizontal directional drilling, Owner shall submit plans showing procedure and material descriptions for Magellan's approval. The plans and description shall include, but not be limited to the following:

- Profile and plan showing location of entry and exit points
- Work space required to perform the work
- Mud containment and disposal sites

2) Owner shall positively locate and stake the location of Magellan's existing pipelines and other underground facilities, including exposing any facilities located within 10 feet of the designed drilled path. Prior to commencing drilling operations, Owner shall modify drilling practices and down-hole assemblies to prevent damage to Magellan's existing pipelines and other facilities. Owner shall be responsible for losses and repairs occasioned by damage all Magellan pipelines and other facilities resulting from drilling or boring operations.

3) At all times, Owner shall provide and maintain instrumentation to document and accurately locate the pilot hole and the drill bit, to measure drill-string axial and torsional loads, and to measure drilling fluid discharge rate and pressure. At Magellan's request, Owner shall promptly provide Magellan with reasonable access to information and readings provided by these instruments, including copies of any written documentation.

4) Pilot Hole.

- The pilot hole shall be drilled along the path shown in the plan and profile drawings. No pilot hole shall be made that will result in any of the encroaching utility being installed in violation of laws and regulations or of Magellan's requirements described herein. However, safety for any adjacent utilities and/or structures is of utmost importance. Therefore, the listing of separation distances or tolerances herein does not relieve Owner from responsibility for safe operations or for damage to adjacent
- Elevation of +0 feet and -15 feet
- Alignment of +/-20 feet as long as it does not come to within 10 feet of Magellan's pipeline
- Initial penetration of ground surface at exact location shown in the plan and profile drawings
- Final penetration of the ground surface within +/-10 feet of the alignment and within +30 feet and -0 feet of the length shown in the plan and profile drawings
- Curves shall be drilled at a radius equal to or greater than that specified in the plan and profile drawings. The drilled radius will be calculated over any 3 joints (range 2 type drill pipe) segment using the following formula:

  Rdrilled = (Ldrilled/Aavg) x 180/π

  Where: Rdrilled =drilled radius over Ldrilled

  Ldrilled = length drilled; no less than 75 feet and no greater than 100 feet

  Aavg = total change in angle over Ldrilled
- At the completion of the pilot-hole drilling, Owner shall provide to Magellan a tabulation of horizontal and vertical coordinates, referenced to the drilled entry point, which accurately describe the location of the pilot hole.

5) **Drilling Fluids.**

- The composition of drilling fluids proposed for use shall comply with all applicable laws and regulations.
- Owner is responsible for obtaining, transporting and storing any water required for drilling fluids.
- Disposal of drilling fluids and drill cuttings shall be Owner's responsibility and shall be conducted in compliance with applicable laws and regulations. Drilling fluid shall *not* be disposed of by placing fluids on or under the surface of Magellan's Easement Tract.
- Owner shall employ best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. If annular circulation is lost, Owner shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand-placed barriers (e.g., hay bales, sand bags, silt fences, etc.) and collected using pumps as practical. If the amount of surface return is not great enough to allow practical collection, the affected area will be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If

			utilities and structures. • If tolerances are not specified in the plan and profile drawings, the pilot hole shall have the following tolerances:	
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the amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cubic yards) may be used unless permits or other regulations prohibit the use of collection sumps. If the amount of surface return exceeds that which can be contained and collected using barriers or small sumps, or if the return of drilling fluids occurs in the body of water proper, drilling operations will be suspended until surface return volumes can be controlled.

6) **As-Built Drawing** Owner shall provide to Magellan an as-built plan and profile drawing of the drilled crossing showing the location of the new crossing as well as the location of Magellan's pipeline.

5. **Roadway, Driveway, Railroad and Equipment Crossings.** No roadway, driveway, railroad or equipment crossings of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract.

a. **Pipeline Integrity Inspection** A pipeline integrity review shall be performed by Magellan as described in provision "6" under "C. *Encroachment Planning*" (above).

b. **Load Bearing and Stress Limit Requirements.** Prior to any road, driveway, rail bed or equipment crossing construction, Magellan's engineer must determine whether the proposed compacted cover meets load-bearing requirements and provides adequate protection to limit stress on Magellan's pipeline or other facilities and must advise Owner of any additional requirements necessary to provide adequate protection.

c. **No Crossing Over Pipeline Bend.** Paved surfaces or rail beds shall not be allowed to cross a pipeline bend (point of inflection).

d. **Minimum Angle of Crossing.** Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 30 degrees.

e. **Pipeline Casing Issues.** Magellan prefers that cased roadway and railroad crossings no longer be installed. If the carrier pipe under roadways and railroads requires adjustment or relocation, then instead of using casing, the carrier pipe will consist of extra strength material or heavier wall thickness to accommodate the additional longitudinal stress due to external loads. If a road or railroad crossing currently uses casing and the road or railroad is being widened and no other adjustment or relocation of the carrier pipe is required, then Magellan may elect to extend the casing pipe on the existing crossing(s) to accommodate additional road surface. If casing is used, it must not end under the roadway surface or track structure, but must extend across the entire length of the roadway or railroad right of way.

f. **Railroad Crossing Requirements.** Railroads shall be installed with a

minimum compacted cover over the carrier pipe, as measured from the base of the rail to the top of the pipe, as follows (*see Figures 1 and 3*):

Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline
Under track structure proper (Below bottom of rail)	6.0 feet
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet

g. **Roadway and Driveway Crossings.** Roadways and driveways, shall be installed with a minimum compacted cover over the carrier pipe, as measured from the top of the roadway surface to the top of the pipe, as follows (*see Figures 2 and 4*):

Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline
Under roadway surface proper (Below surface of pavement)	4.0 feet
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet

h. **Crossing Pipelines Transporting Highly Volatile Liquids.** For Magellan pipelines transporting highly volatile liquids, minimum cover for a crossing at a drainage ditch must be 4.0 feet.

i. **When Additional Depth Required.** Depth greater than the minimum depths stated above may be required for a pipeline due to the combined stress of internal pipeline pressure and external loading pressure. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth that may be required for the pipeline for safe operation.

j. **Temporary Roads and Equipment Crossings.** Any such road or crossing must meet the following requirements:

- Must be located at a site approved by a Magellan field representative.
- Must provide adequate protection for Magellan's pipeline and other facilities, as determined by the appropriate Magellan engineer, so that the compacted cover meets load-bearing requirements and provides adequate protection to limit stress on the pipeline or other facilities.

- Owner shall place Six-inch wide plastic warning tape, McMaster-Carr No. 8288T12 or equal, over each pipeline for the width of the temporary road or equipment crossing, plus an additional 20 feet past each outside edge of such temporary road or equipment crossing

k. **Owner Required to Protect Magellan Pipelines.** Magellan may require Owner to put in place additional cover and/or stabilization (timbers, steel plate, crushed rock, concrete slab, etc.) at any approved equipment crossing in order to protect Magellan pipelines, taking into account possible effects of weather, pipeline depth, and type of vehicles proposed to cross the pipelines. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth or protection that may be required for safe pipeline operation.

l. **Heavy Equipment - Definition and Requirements.** Heavy equipment shall be defined as vehicles having a *gross weight* in excess of 80,000 pounds. Heavy equipment shall be prohibited from working directly on top of the active pipeline. For vehicles having a *gross weight* of 80,000 pounds or less, the pipeline must have a minimum of 4 feet of cover. Magellan must analyze the additional longitudinal stress due to external loads if the vehicles have a *gross weight* in excess of 80,000 pounds in order to determine required pipeline depth for safe operation.

6. **Parking Lots and Other Pavement.**

a. **Parking Lot and Pavement Requirements.** All parking lots and other pavement installed on Magellan's Easement Tract shall consist of a flexible surface such as asphalt. No reinforced concrete will be allowed.

b. **Pipeline Depth Under Parking Lot.** The depth of Magellan's pipelines under a parking lot must meet or exceed compacted cover requirements listed in the previous "Roadway, Driveway, Railroad, and Equipment Crossings" section above

7. **Waterway Crossings.**

a. **Pipeline Depth Requirements.** If Owner proposes to cross a Magellan pipeline with a waterway (river, stream, creek, irrigation canal, or drainage ditch), such crossing must result in Magellan's pipelines meeting or exceeding the minimum depth below the bottom of the waterway for compliance with then current pipeline construction standards and federal, state, and local regulations.

b. **Requirements for Waterway Crossings:**

1) Minimum Angle or Crossing. Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 45

degrees

2) **Vertical Separation Requirements for Waterway Crossing.** Pipelines to be crossed must have a minimum vertical separation of five (5) feet, as measured from the bottom of the waterway to the outermost part of a Magellan pipeline, facility or appurtenance

3) **Adding Weight to Pipeline for Negative Buoyancy.** Owner shall bear the cost of Magellan adding sufficient weight or mechanical devices to any Magellan pipeline crossed by a waterway in order to create negative buoyancy for such pipeline.

8. **Blasting.**

a. **Magellan Written Approval Required – Plan To Be Submitted.** Magellan must approve any proposed blasting operations that could affect its pipelines or facilities. Should blasting be necessary, a comprehensive plan must be submitted to Magellan for review and written approval.

b. **Safety Considerations – Damage Prevention Plan.** For safety and preservation of Magellan assets, all blasting shall be in accordance with federal, state, and local governing agencies and the Magellan's "Damage Prevention Plan for Blasting Near Company Facilities". A copy of said plan will be made available upon request

F. **EXCAVATION NEAR MAGELLAN PIPELINES.**

1. **STATE "ONE-CALL" REQUIRED.** No excavation or activity listed in "*A. GENERAL - 1. Encroachment Definition*" above shall be performed by Owner in the vicinity of Magellan's facilities or within Magellan's Easement Tract until proper telephone notification has been made to the appropriate "One Call" system and a Magellan representative is on-site to monitor excavation activities. All of the states in which Magellan conducts pipeline operations have "One Call" laws, which require 48-72-hours notification prior to any excavation related activities. After making a One-Call, the state One-Call agency will notify Magellan to mark accurately, in a reasonable and timely manner, the location of the Magellan's pipeline facilities in the vicinity of the proposed encroachment.

2. **ONE-CALL NOTIFICATION.** *The following list is provided for convenience, but is not warranted by Magellan to be complete or accurate (telephone numbers were copied from each state's web site on 1/5/2004).* **Owner is required to acquire and call the appropriate One-Call number(s) for its location of activity.**

Current "ONE-CALL" numbers and information can be found on each state's "ONE-CALL" website:

Arkansas - www.arkonecall.com/ - 800 482-8998
Colorado - www.uncc2.org/ - 800 922-1987
Illinois - www.illinois1call.com/ - 800 892-0123
Iowa - www.iowaonecall.com/ - 800 292-8989
Kansas - www.kansasonecall.com/ - 800 344-7233
Minnesota -www.gopherstateonecall.org/ - - 800 252-1166
Missouri - www.mo1call.com/ - 800 344-7483
Nebraska - www.ne-diggers.com/ - 800 331-5666
North Dakota -www.ndonecall.com/ - 800 795-0555
Oklahoma - www.callokie.com/ - 800 522-6543
South Dakota -www.sdonecall.com/index.asp - 800 781-7474
Texas - www.texasonecall.com/ - 800 245-4545
Wisconsin - www.diggershotline.com/ - 800 242-8511

Alternatively, the National One-Call number – (888) 258-0808 - may be used to register a proposed excavation and to subsequently notify underground utility operators with assets in the vicinity.

3. **Excavation Plan Approval.** Owner shall submit to Magellan for its approval plans for any proposed excavation on the Magellan Easement Tract. No excavation on Magellan's Easement Tract shall be commenced until Owner has secured Magellan's written approval of the plans. The excavation work shall be in compliance with all applicable laws and regulations. Owner is also referred to the Common Ground Alliance Best Practices (referenced in this document).

4. **Magellan Representative On-Site for Excavation.** A Magellan representative must be on-site when an excavation is occurring on Magellan's Easement Tract (*see provision "2" under "A. General" beginning on page 1*).

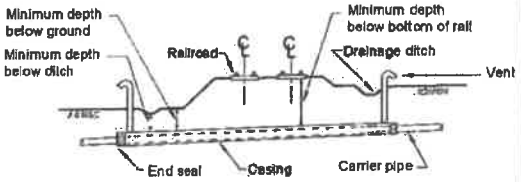
5. **Removal of Side-Cutting Teeth from Equipment.** Side-cutting teeth shall be removed from buckets of excavating equipment.

6. **Parallel Excavating Required.** When, in preparation for crossing any Magellan pipeline with any other pipeline or with electric line, communication line, roadway or any other structure or facility, Owner needs to locate a Magellan pipeline by use of mechanical means, Owner must perform such locating activity by excavating parallel to the Magellan pipeline with such mechanical means, but

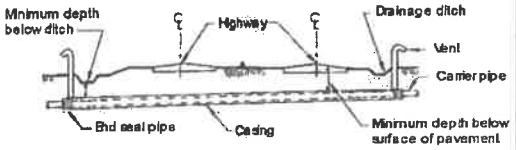
shall cease using the mechanical means when it reaches a point within two feet of the Magellan pipeline (*see next provision*)

7. **Exposing Pipeline by Hand.** Excavating within 2 feet of any Magellan pipeline shall be done by *hand-digging* until the pipeline is exposed and its location is accurately known. Then, Owner must position the excavation equipment so that from the point of operations the equipment will not reach within 2 feet of any Magellan pipeline.

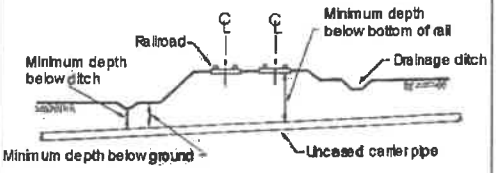
RAILROAD AND HIGHWAY CROSSINGS



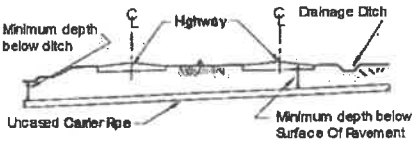
CASED RAILROAD CROSSING
FIGURE 1



CASED HIGHWAY CROSSING
FIGURE 2



UNCASED RAILROAD CROSSING
FIGURE 3



UNCASED HIGHWAY CROSSING
FIGURE 4

EXHIBIT B - PG 1

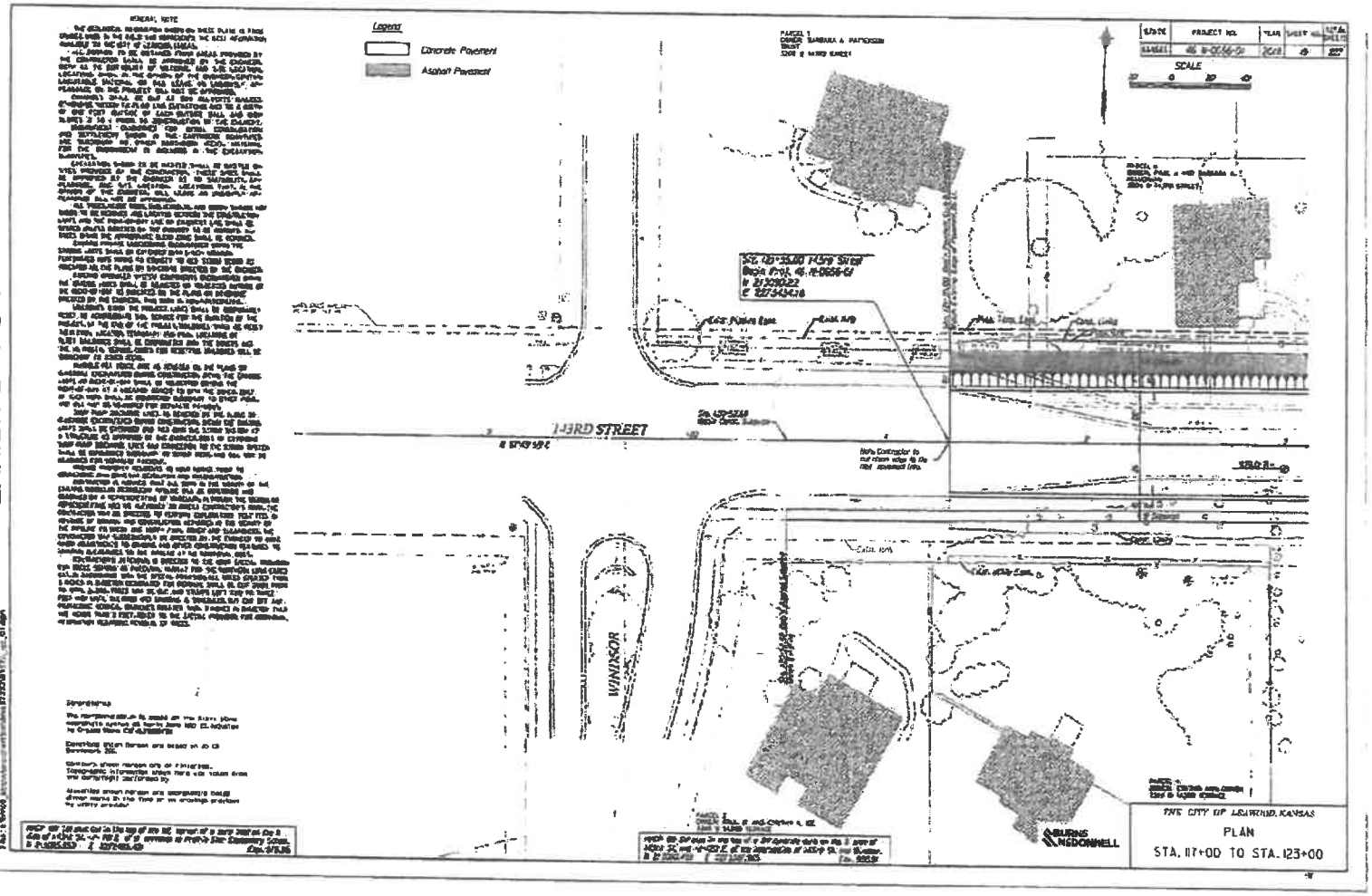


EXHIBIT B - PG 2

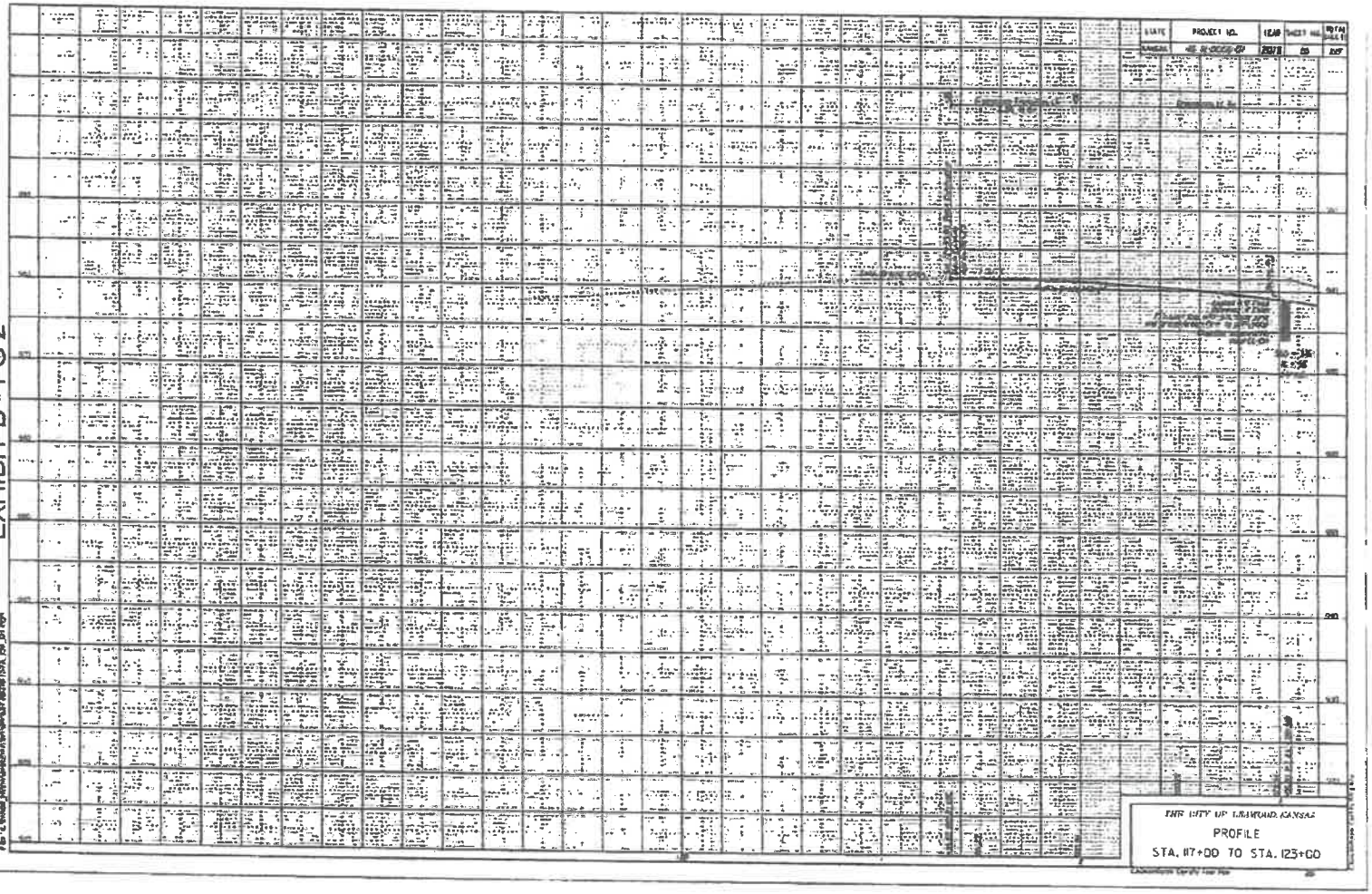


EXHIBIT B - PG 3

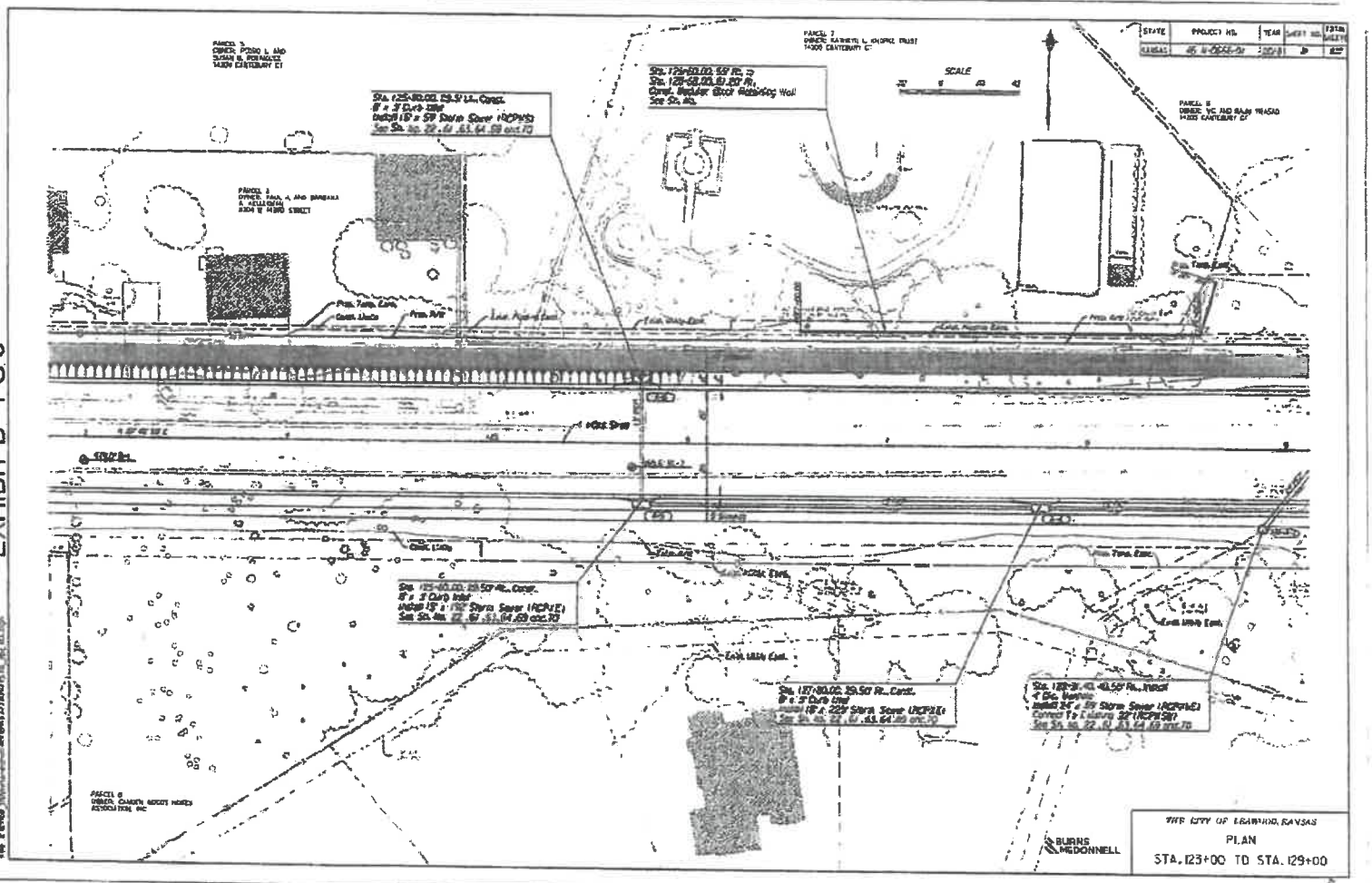


EXHIBIT B - PG 4

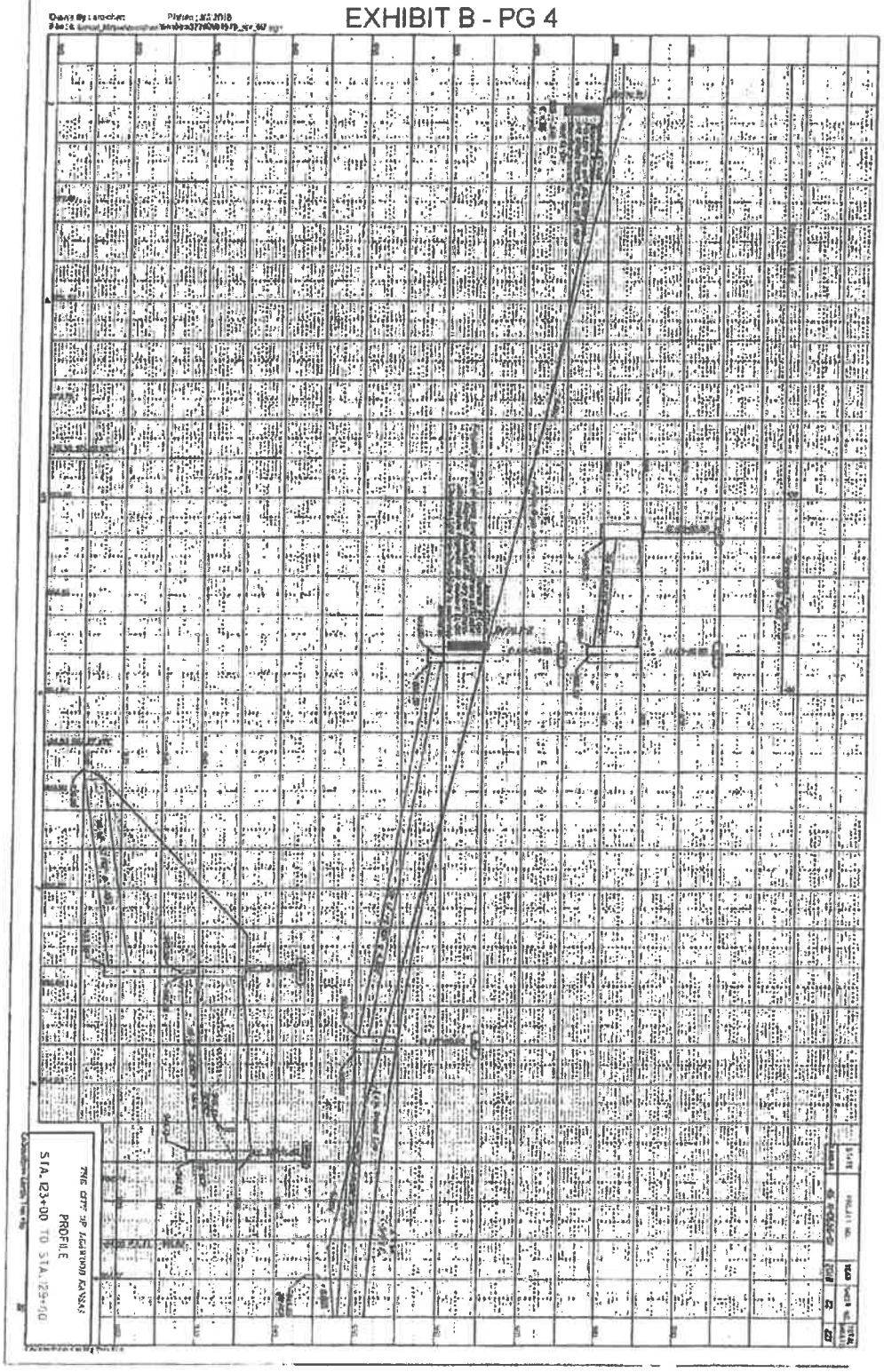


EXHIBIT B - PG 5

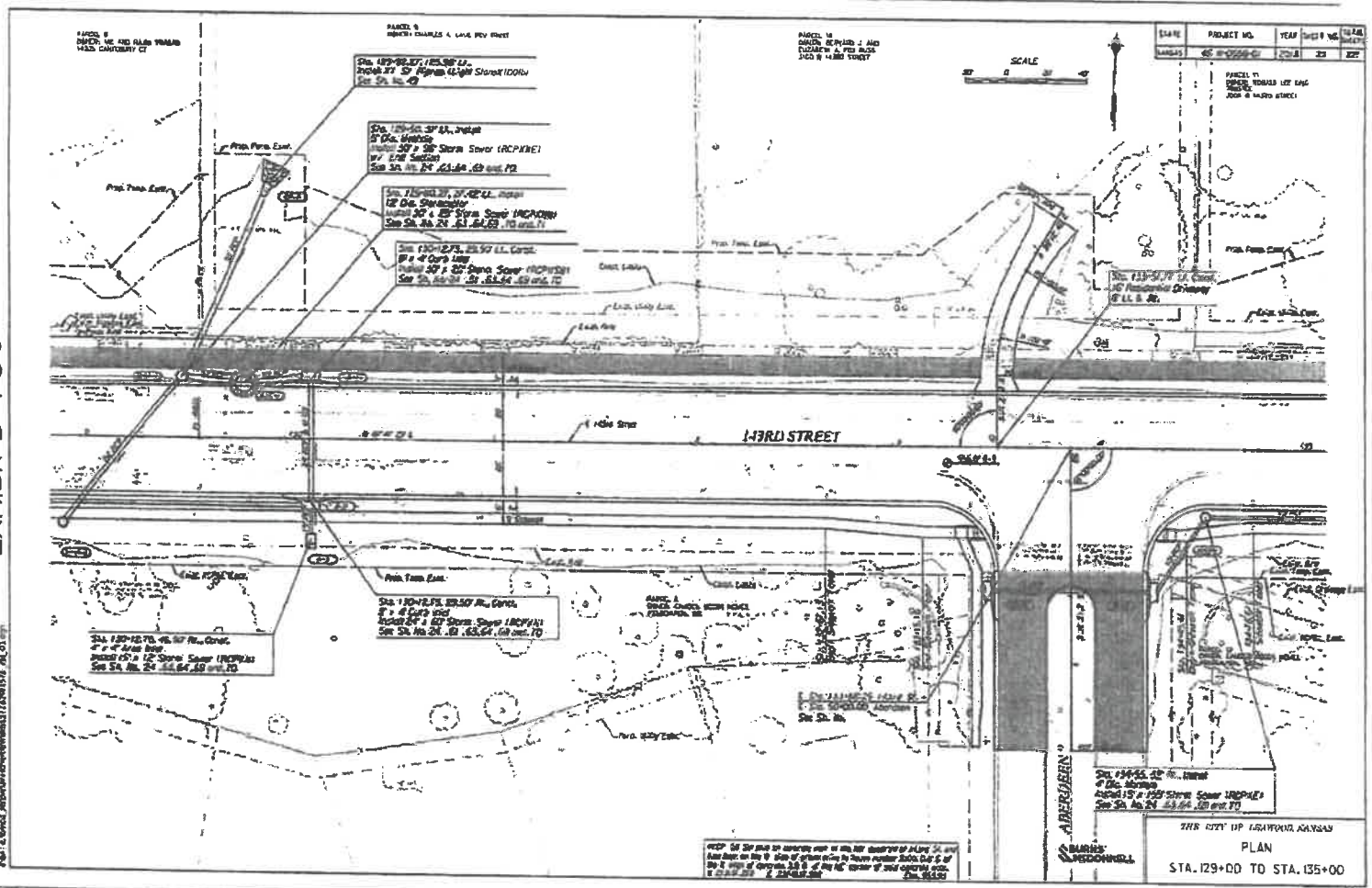
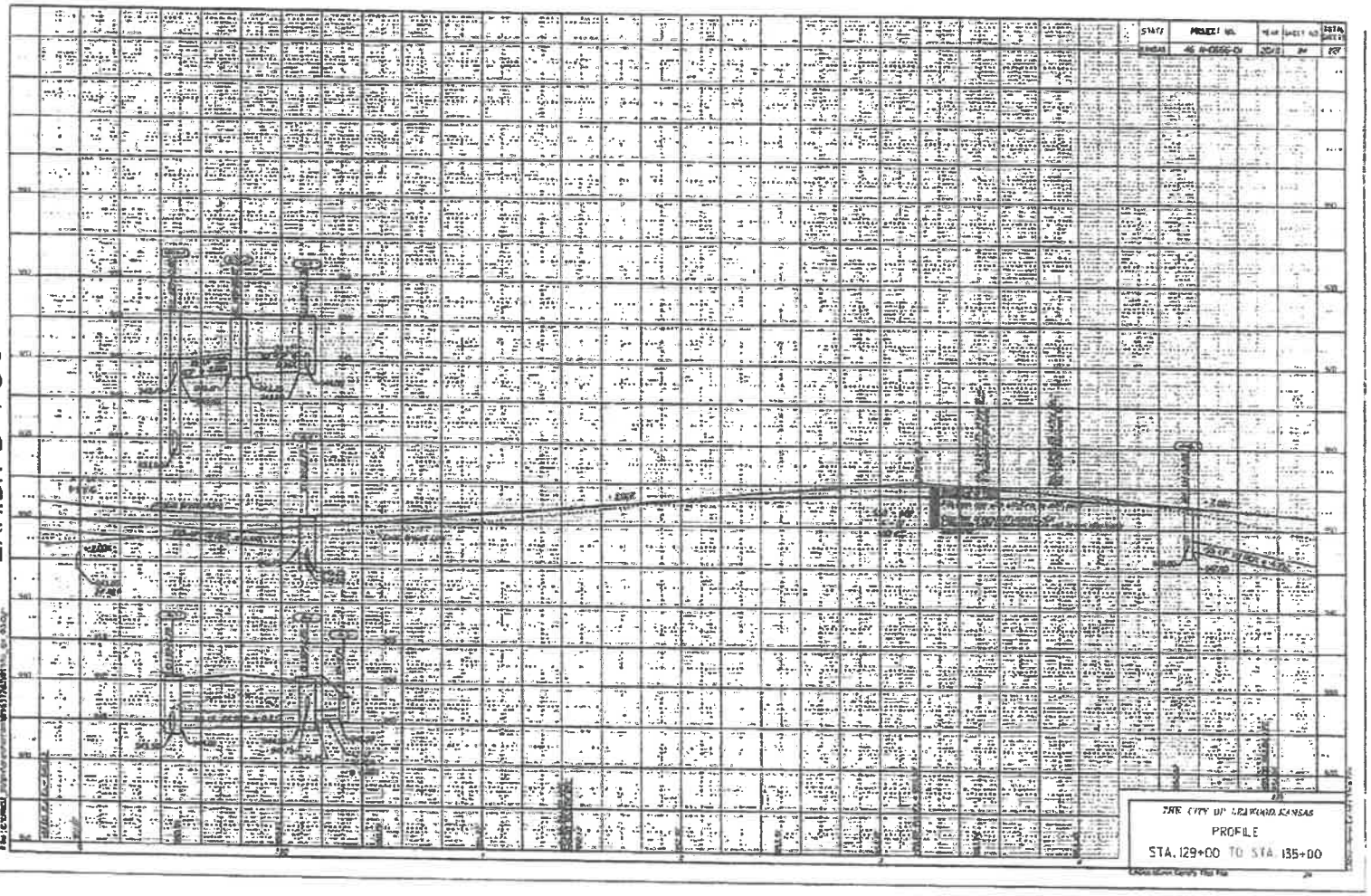


EXHIBIT B - PG 6



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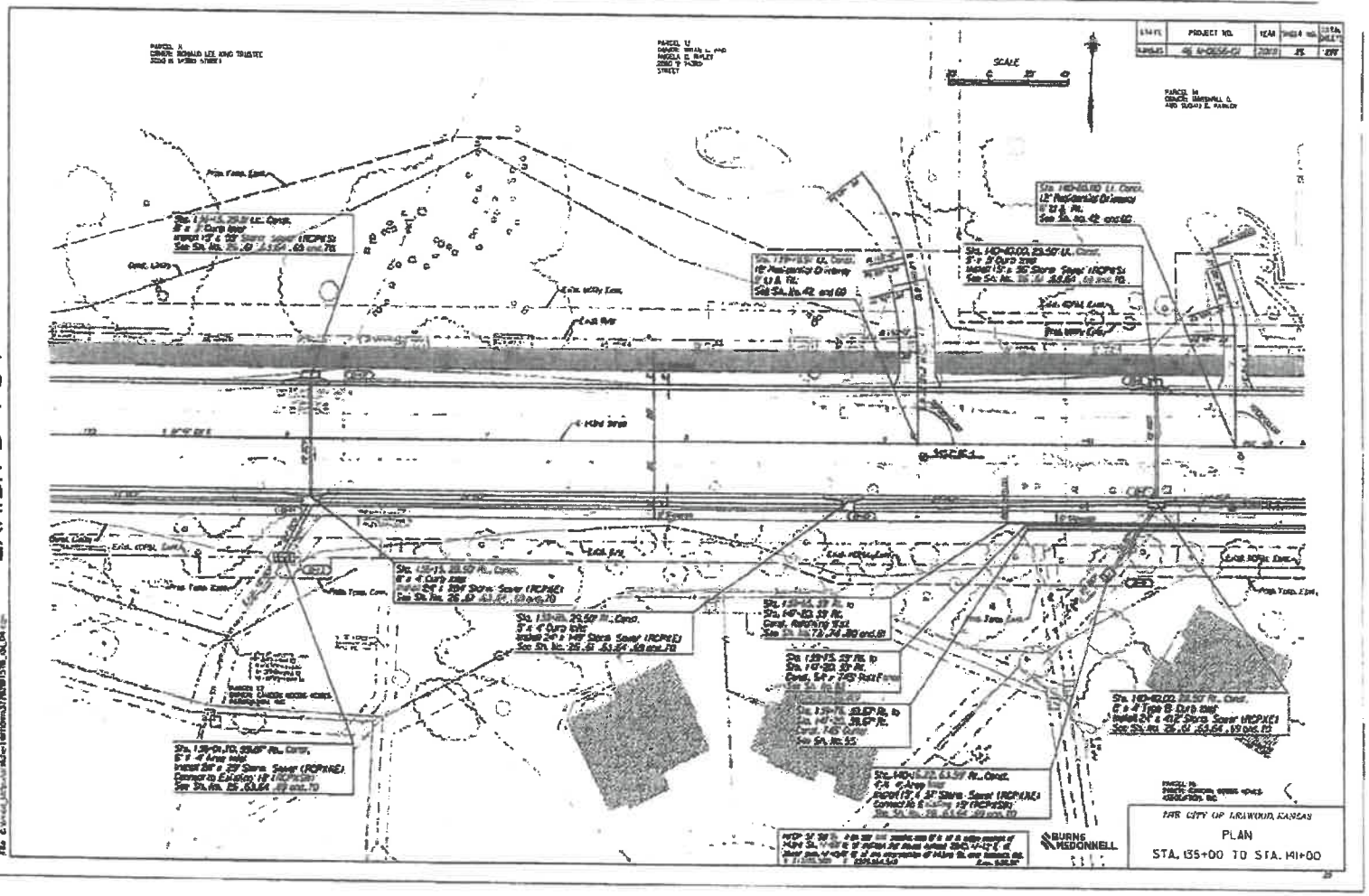
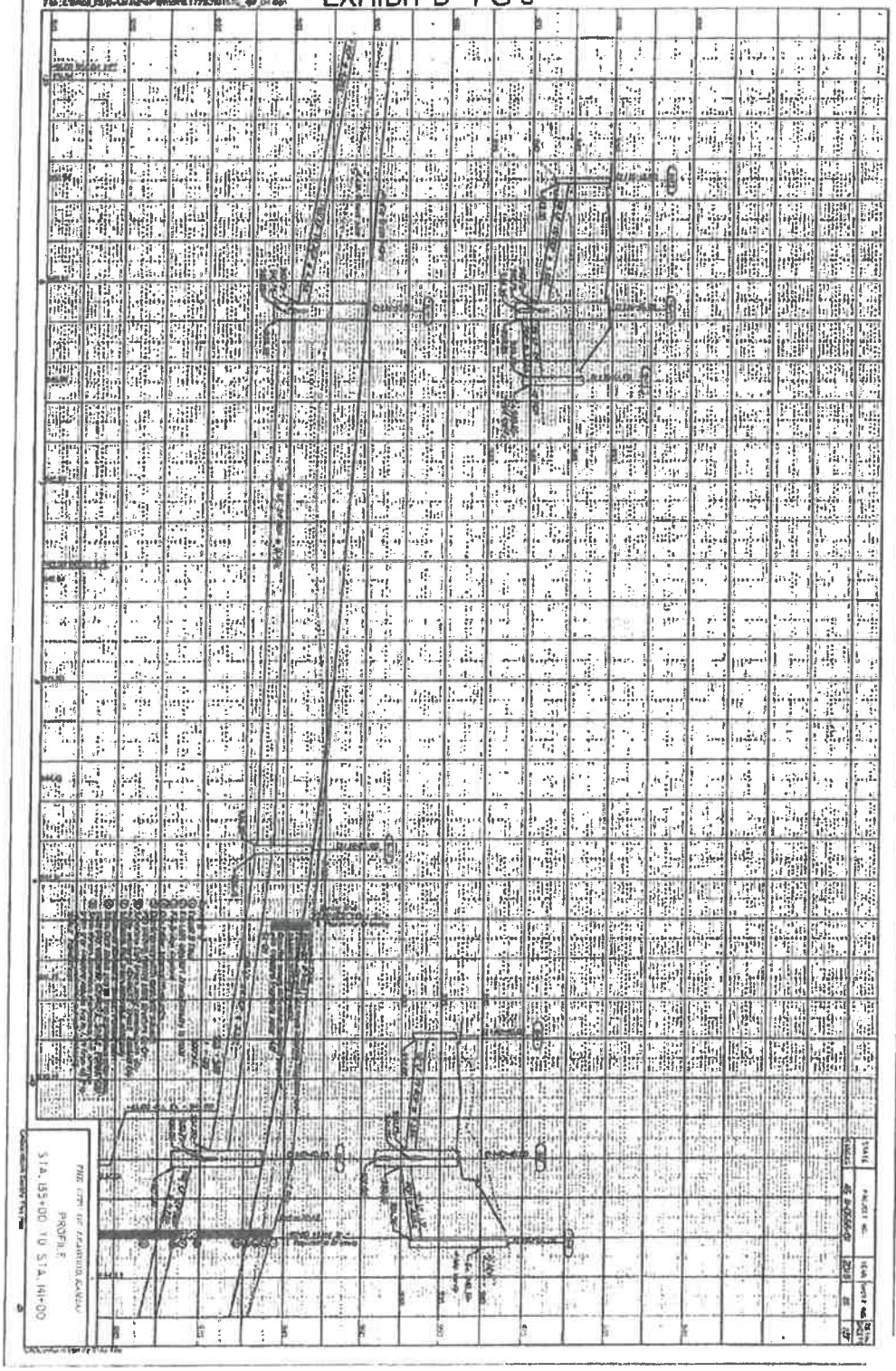


EXHIBIT B - PG 8



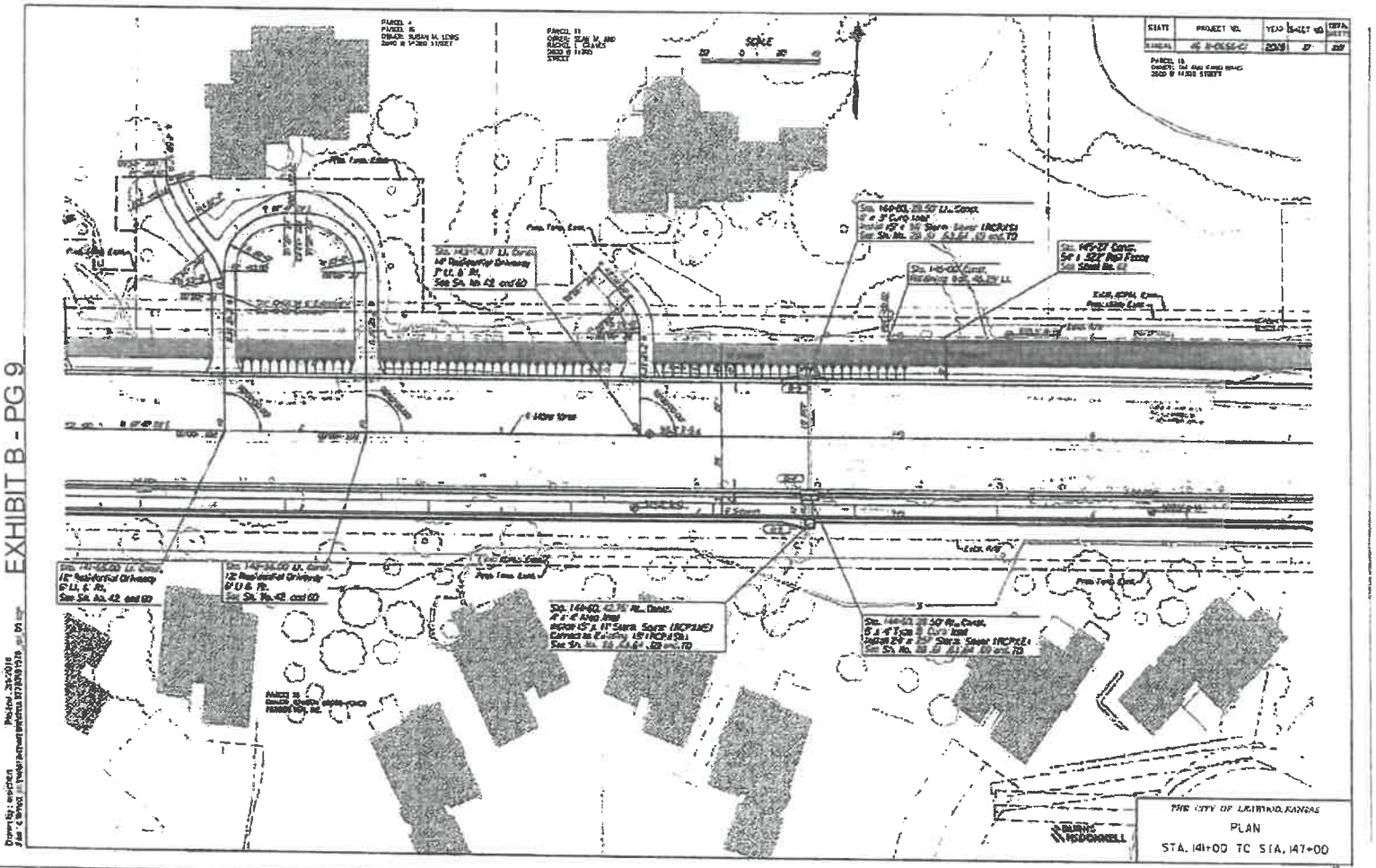


EXHIBIT B - PG 9

EXHIBIT B - PG 10

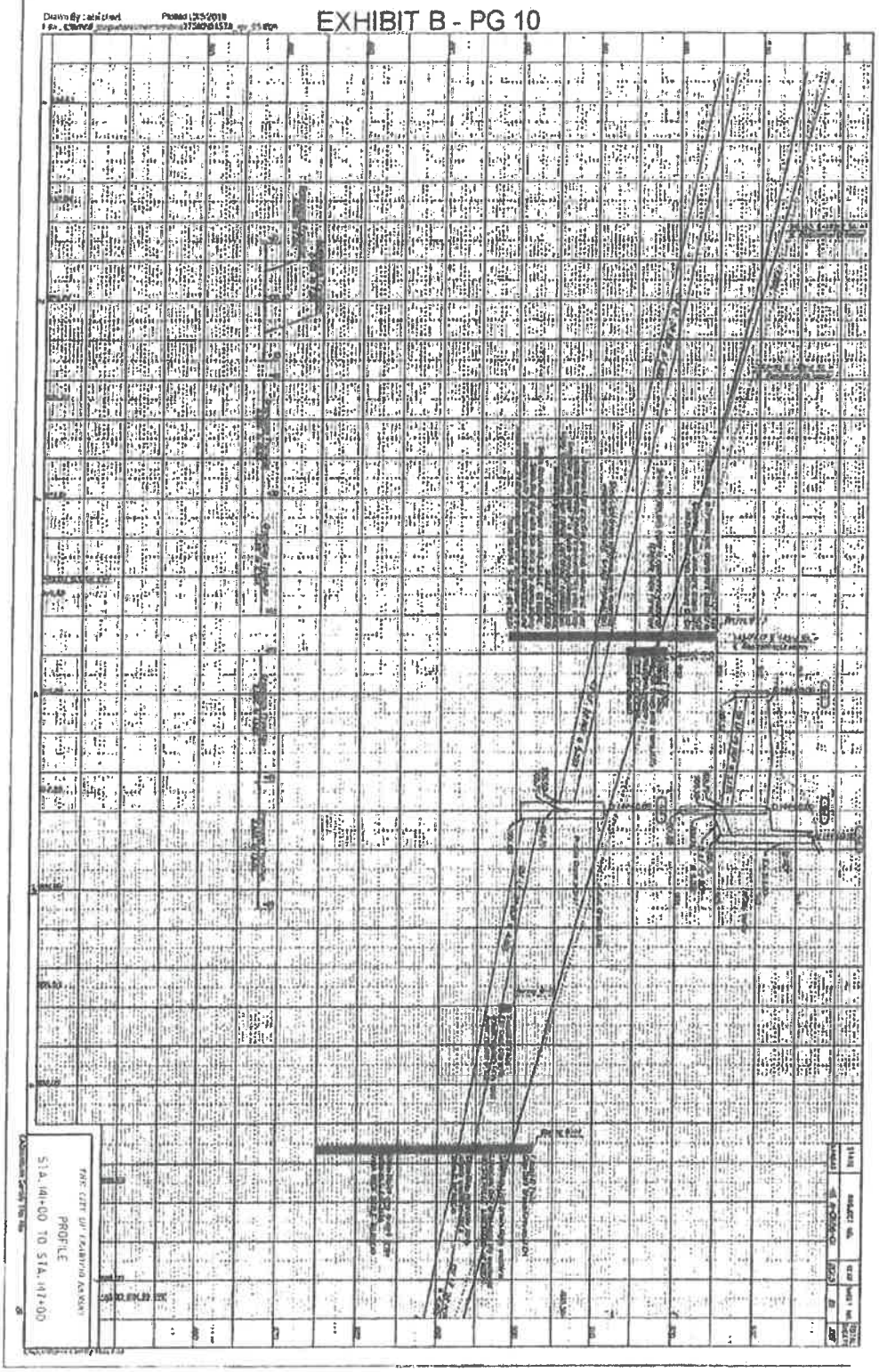


EXHIBIT B - PG 11

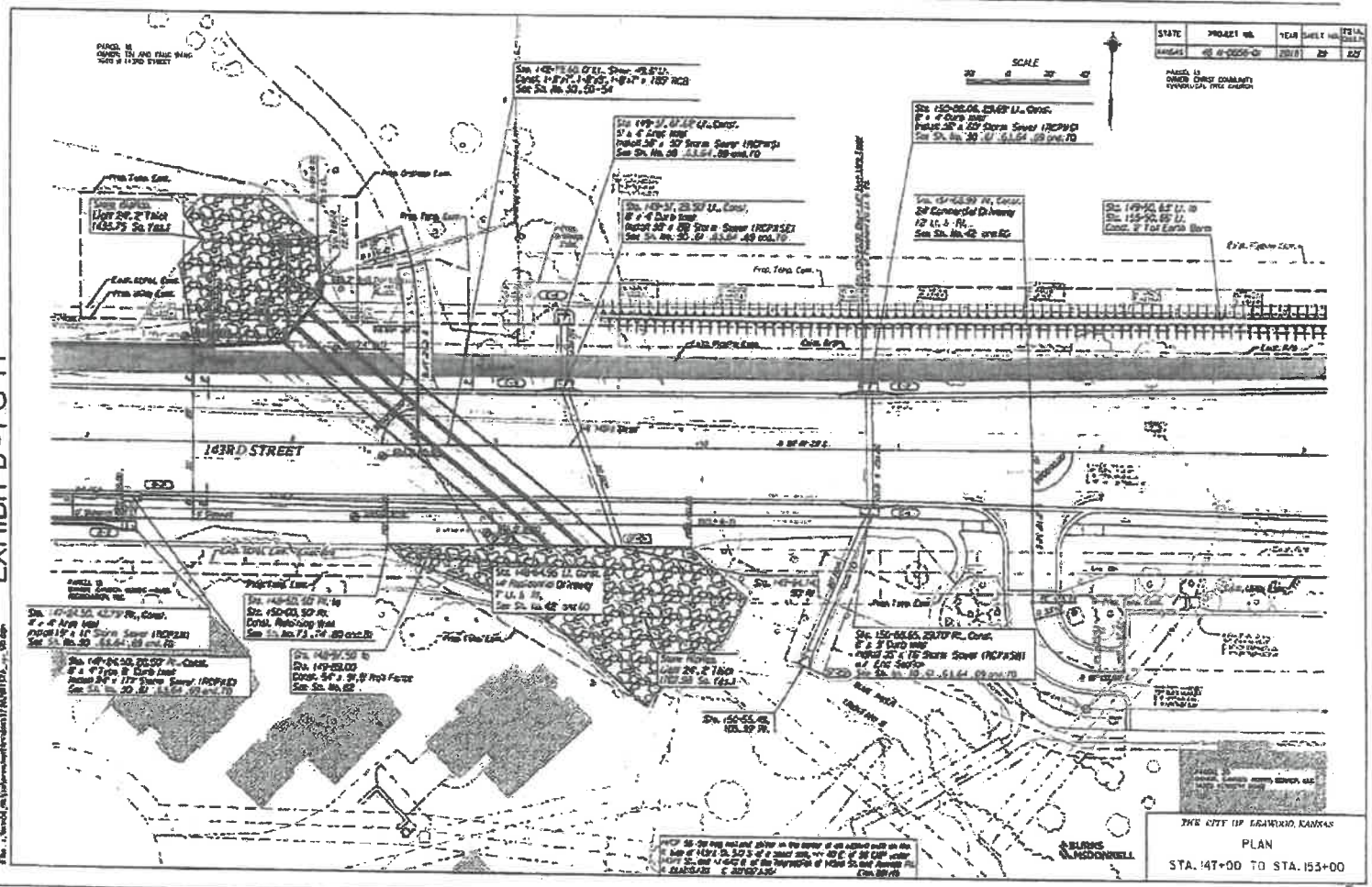


EXHIBIT B - PG 12

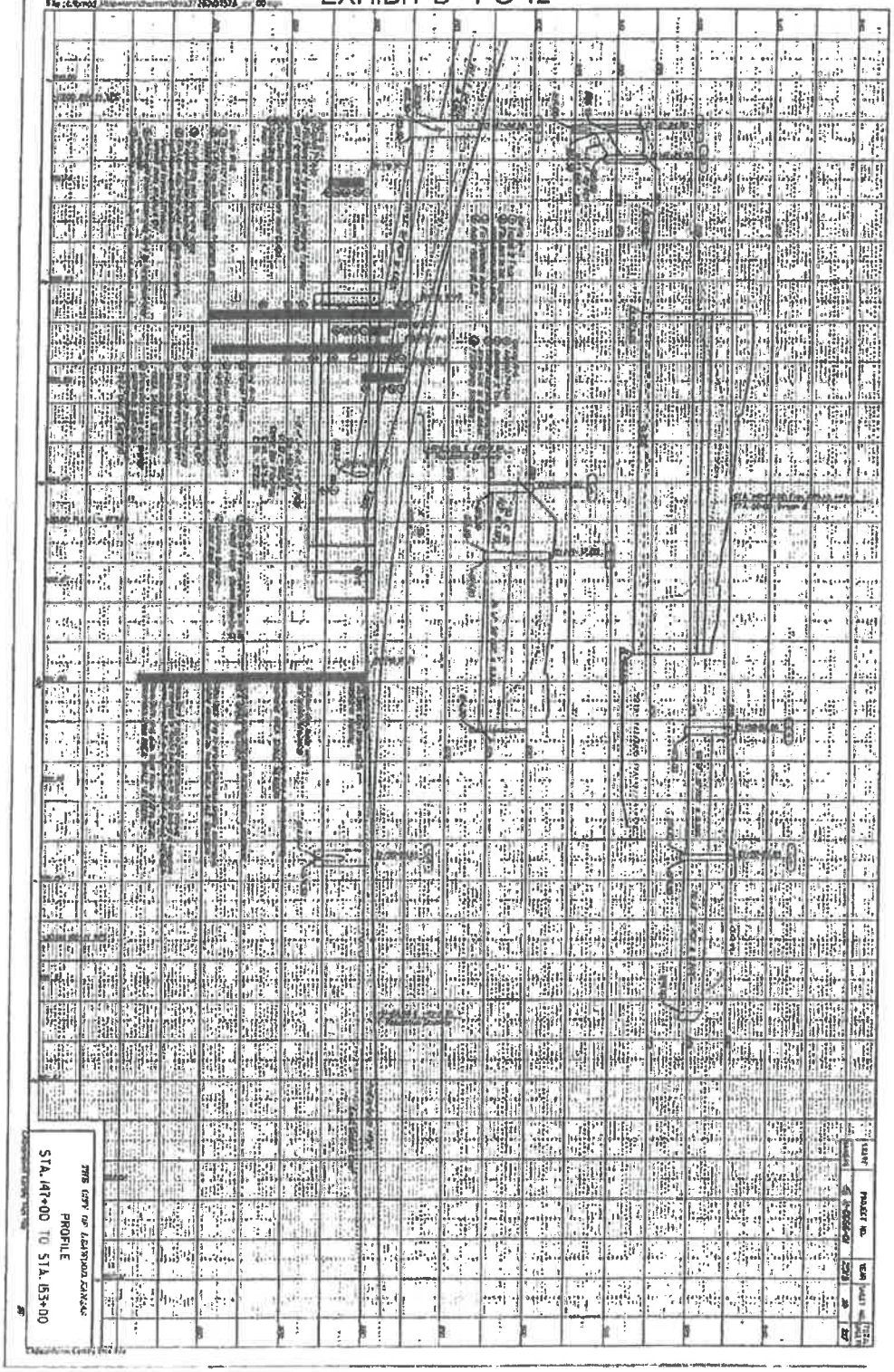


EXHIBIT B - PG 13

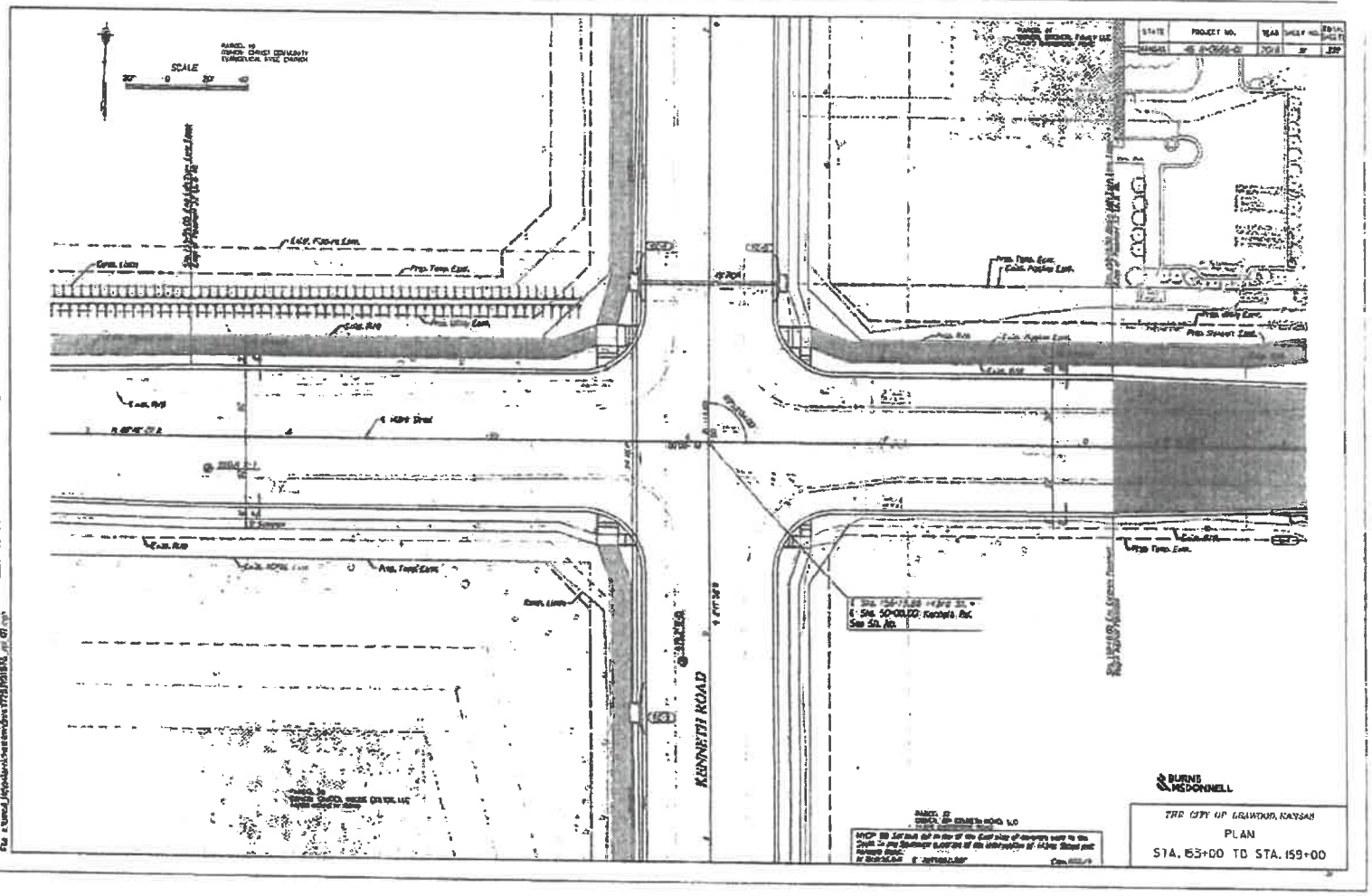


EXHIBIT B - PG 14

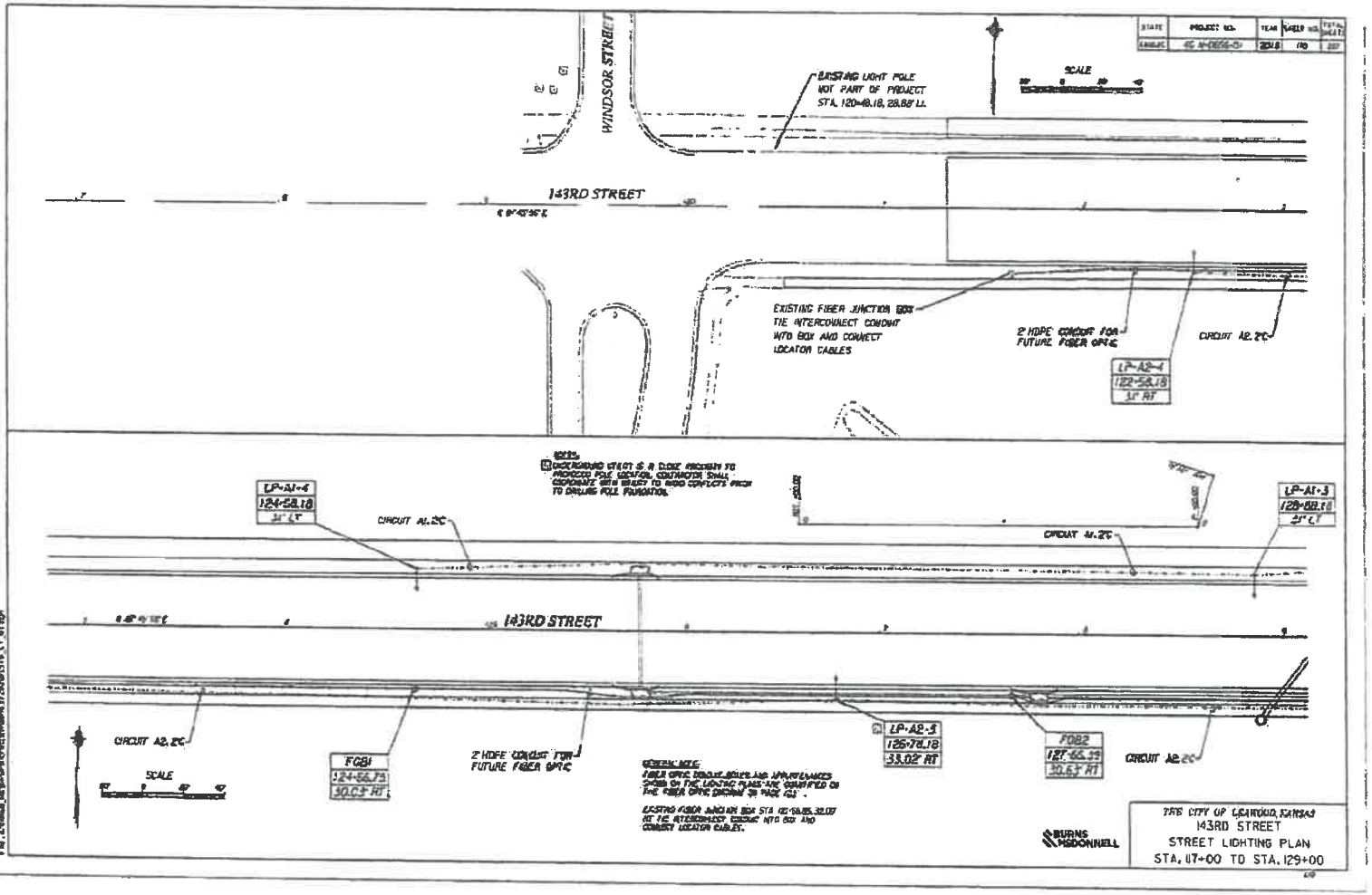


EXHIBIT B - PG 15

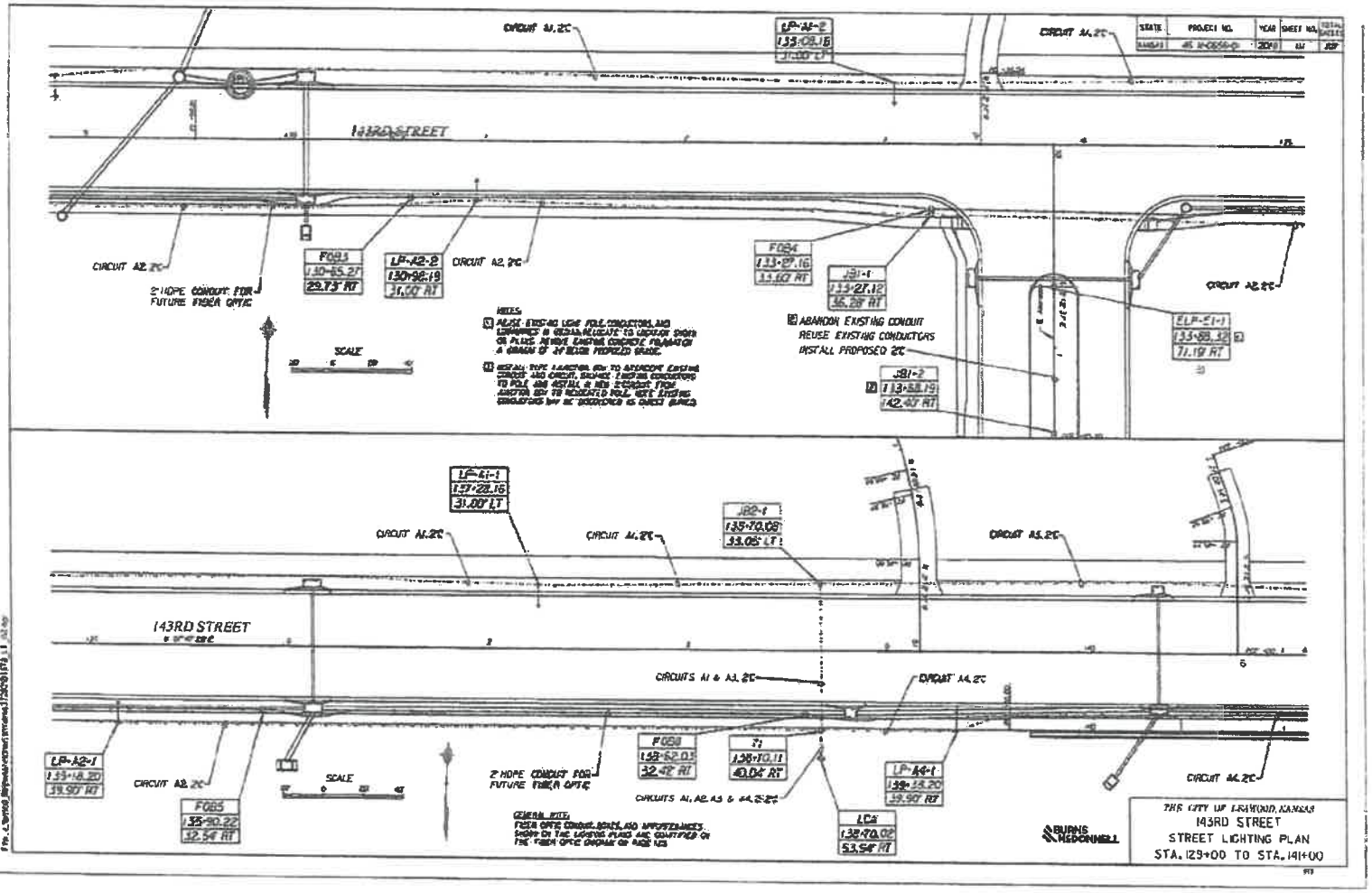
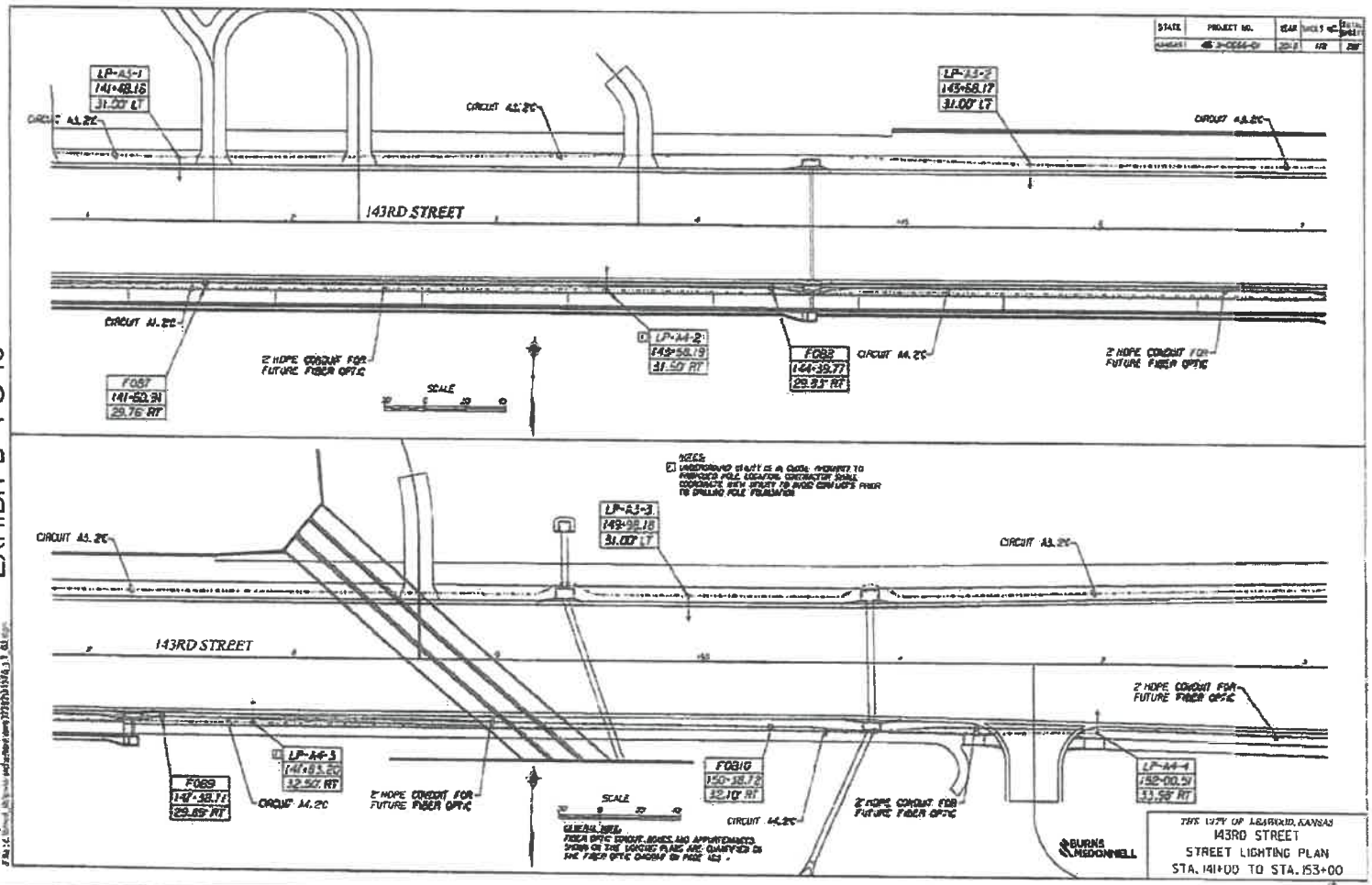


EXHIBIT B - PG 16



Return to Agenda

Staff Review

Fact Sheet

7.N. + 7.O.

SUBJECT: **ACCEPTANCE OF EASEMENTS FOR THE 143rd STREET IMPROVEMENT PROJECT WINDSOR TO KENNETH ROAD**

March 18, 2019

DISCUSSION

The Public Works Department is requesting the acceptance of Easements that are required with the improvements of 143rd Street, between Windsor Street and Kenneth Road. Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. A Resolution has been prepared to accept easements from the following:

Grantor/s: Pedro L. and Susan B. Rodriguez for Tract 5 located at 14204 Canterbury Court, Leawood, KS:

Deed of Dedication of Right of Way
Located in Part of Lot 4, Block 4, CHARLEMAGNE MANOR, a subdivision, Leawood, Kansas, containing 317 square feet, more or less- $1,650.00

Temporary Construction Easement
Located in Part of Lot 4, Block 4, CHARLEMAGNE MANOR, (a five foot wide strip of land containing 171 square feet) AND a part of Lot 4, Block 4, CHARLEMAGNE MANOR, (a fifteen foot wide strip of land containing 1,725 square feet, more or less) both in a subdivision, Leawood, Kansas, for a combination of 1,896 square feet more or less- $2,200.00
for a TOTAL for both easements: $3,850.00

In the acquisition agreement with the Grantors, the City agreed to compensate the owner for any on-site items that might be damaged or removed during construction such as trees/bushes/sod. A temporary fence during construction will be installed and the City will install a new decorative metal fence to match existing back yard fencing.

The property owners are in agreement with this offer and have signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $3,850.00 to Pedro L Rodriguez and Susan B. Rodriguez and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

SPONSOR

Public Works Department

COUNCIL ACTION TO BE TAKEN

Accept easements and Approve Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$3,850.00

FUND SOURCES

Capital Improvement Project 80129
Deed of Dedication ($1,650.00) = 80129.100.**822000**
Temporary Easement ($2,200.00) = 80129.100.823000

DRAFT

7.N.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A DEED OF DEDICATION FOR RIGHT-OF-WAY FROM GRANTORS PEDRO L. AND SUSAN B. RODRIGUEZ, FOR PROPERTY LOCATED AT 14204 CANTERBURY COURT, LOT 4, BLOCK 4, CHARLEMAGNE MANOR SUBDIVISION, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantors Pedro L. and Susan B. Rodriguez have executed a Deed of Dedication for Right-of-Way, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Deed of Dedication for Right-of-Way.

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

SECTION ONE: That the Governing Body hereby accepts the Deed of Dedication for Right-of-Way, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

DEED OF DEDICATION OF RIGHT OF WAY

KNOW ALL PERSONS BY THESE PRESENTS, That this Deed, made and entered into this 4TH day of MARCH, 2019, by and between Pedro L Rodriguez and Susan B Rodriguez, their heirs, successors and assigns ["Grantors"], and the CITY OF LEAWOOD, Johnson County, State of Kansas, ["Grantee"].

WITNESSETH:

That Grantors, in consideration of the sum of Ten Dollars [$10.00] and other good and valuable considerations, sufficiency and receipt of which is hereby acknowledged, by these presents do/does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee forever the following described real estate lying and situated in the County of Johnson, State of Kansas, to wit:

SEE ATTACHED EXHIBIT 'A' (the "PROPERTY")

TO HAVE AND TO HOLD THE same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the Grantee shall use said real estate in the construction, improvement, reconstruction, and maintenance of a public right-of-way and other public uses and ways, and should said right-of-way or any part thereof be vacated, the same shall revert to Grantors, his/her/its heirs, executors, administrators, successors, or assigns in accordance with Kansas law regarding right-of-way.

And the Grantors for its/their/his/her heirs, executors, administrators, successors, and assigns, does hereby covenant, promise, and agree to and with said Grantee that, at the delivery of these presents, it/he/she/they is/are lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every encumbrance whatsoever, except those filed of record as of this date, and that Grantor(s) will forever warrant and defend the same unto the Grantee or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

Grantors for his/her/its/their heirs, executors, administrators, successors or assigns, hereby waive and release to Grantee any and all claims for damages or compensation, whether now or in the future, arising by reason of the use of said real estate, for the purposes herein described.

Grantors hereby agree that Grantors shall pay any special assessments or installments thereof, matured or unmatured, on said premises hereby granted, and that Grantee shall not be liable in any way for the payment thereof. Grantors further agree that the proper Governing Body may release the premise granted from any special assessment to the remainder of the property adjacent to the premises hereby granted by Grantor.

In accepting this conveyance, Grantee agrees that all work within the right of way and surrounding areas shall be in accordance with design or construction project plans on file with and approved by Grantee. Such are available for review at 4800 Town Center Drive, Leawood, Kansas 66211.

IN WITNESS WHEREOF, said Grantor(s) has hereunto set hand and seal the day and year first above written.

Pedro L Rodriguez

Susan B Rodriguez

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 4TH day of MARCH, 2019, before me, the undersigned, a Notary Public in and for the County and State, came Pedro L Rodriguez and Susan B Rodriguez who ARE personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

NOTARY PUBLIC

ARTHUR A. DONOHO
Notary Public - State of Kansas
My Appt. Expires 4-14-19

My Term Expires:

February 18, 2019

LEGAL DESCRIPTION
ADDITIONAL WEST 143rd STREET RIGHT-OF-WAY
LOCATED IN PART OF LOT 4, BLOCK 4, CHARLEMAGNE MANOR, A SUBDIVISION
IN SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Rodriquez, Pedro L. and Susan B.

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

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

LEE A. HERMRECK
LICENSED
2/19/19
LS-1232
KANSAS
LAND SURVEYOR

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

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DRAFT

7.0.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS PEDRO L. AND SUSAN B. RODRIGUEZ, FOR PROPERTY LOCATED AT 14204 CANTERBURY COURT, LOT 4, BLOCK 4, CHARLEMAGNE MANOR SUBDIVISION, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR TO KENNETH ROAD [PROJECT # 80129]

WHEREAS, the Grantors Pedro L. and Susan B. Rodriguez have executed a Temporary Construction Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Temporary Construction Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Temporary Construction Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 28th day of January, 2019, Pedro L Rodriguez and Susan B Rodriguez ["Grantors"], for their heirs, successors and assigns, as owners of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED EXHIBIT 'A' (the "Easement Property")

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting 143rd Street (Windsor Dr to Overbrook Rd) ["Improvements"], as shown by the plans of the Improvements as shown by the plans of said Improvements prepared by Burns & McDonnell a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date listed below and shall expire two (2) years after completion of the construction project.

Grantee, hereby agrees to restore the Easement Property to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change, all in accordance with Grantee's design and or construction project plans.

Grantors do hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTORS

Pedro L Rodriguez

Susan B Rodriguez

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28 day of JANUARY, 2019, before me, the undersigned, a Notary Public in and for the County and State, came Pedro L Rodriguez and Susan B Rodriguez who are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

NOTARY PUBLIC

ARTHUR A. DONOHO
Notary Public - State of Kansas
My Appt. Exp. 4-14-19

My Term Expires:
4-14-19

December 27, 2017

EXHIBIT 'A'

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
WEST 143rd STREET IMPROVEMENTS
PART OF LOT 4, BLOCK 4, CHARLEMAGNE MANOR
SECTION 34, TOWNSHIP 13 SOUTH, RANGE 25 EAST
LEAWOOD, JOHNSON COUNTY, KANSAS
Current Owner: Rodriquez, Pedro L. and Susan B.

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

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

ALSO the following described tract of land:

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

Beginning at the Northeast corner of the aforesaid EXCEPTED TRACT, being also an angle point in the South line of aforesaid Lot 4 and being situate 141.43 feet North of the South line of the Southwest Quarter of Section 34, Township 13 South, Range 25 East as measured perpendicular to the South line thereof; thence West along the South line of said Lot 4, being also along the North line of said EXCEPTED TRACT, a distance of Fifty (50) feet; thence North, perpendicular to the last described course, a distance of Fifteen (15) feet; thence East along a line Fifteen (15) feet North of and parallel with the South line of said Lot 4, a distance of Sixty Five (65) feet; thence South along a line Fifteen (15) feet East of and parallel with the West line of said Lot 4, a distance of Sixty Five (65) feet; thence West, perpendicular to the West line of said Lot 4, a distance of Fifteen (15) feet to a point on the West line thereof, being also a point on the East line of said EXCEPTED TRACT; thence North along the West line of said Lot 4, being also along the East line of said EXCEPTED TRACT, a distance of Fifty (50) feet to the Point of Beginning.

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

SCOTT D. CONNER
LICENSED
LS-1249
KANSAS
LAND SURVEYOR
12-28-17

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

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ACQUISITION AGREEMENT
CITY OF LEAWOOD, KANSAS

This agreement made and entered into this 28TH day of JANUARY, 2019, by and between **Pedro L. Rodriguez & Susan B. Rodriguez**, hereinafter called the **Owner** and the City of Leawood, Kansas, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached documents

2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of $ 3,850 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.

3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of $ See Below which is full compensation for the cost to cure items described below:

OWNER WILL BE NOTIFIED 3 WEEKS BEFORE CONSTRUCTION BEGINS ON THE PROPERTY.

The **City** agrees to compensate the **Owner** for any on-site items that might be damaged or removed from the property during construction of the 143rd Street project, including trees and bushes. Any grass that might be disturbed during the construction process, will be restored with bluegrass sod after the project construction has been completed.

Temporary fencing to secure pets, will be installed by the **City** during construction as required, to secure the backyard, prior to the new decorative metal fence being installed.

The **City** will install new decorative metal fencing to match the existing backyard fencing when the "Kellerman Barn" to the South of the subject property is removed, to permanently secure the backyard after 143rd street construction has been completed. This includes approximately 100 lineal feet of new fence. The existing backyard fence was installed by Ace Fence Company, (Michael Davis) 816-807-3104.

The existing decorative metal fence extending along the South boundary of the property (adjacent to existing 143rd Street right of way) will be moved North by the **City**, to correspond with and be adjacent to the new right of way being acquired.

4. It is agreed by the **Owner** that the money or installations as set out above, provided by the **City** for cost to cure items, will serve as full consideration for their satisfaction of the cost to cure items, and release the **City** from any further responsibility for, or Owner's objections to the same.

5. Total compensation to be paid by the City to the Owner (Offer is contingent upon Governing Body approval):

Total Right-of-Way / Permanent Easement	$1,650
Total Temporary Construction Easement	$2,200
TOTAL COMPENSATION DUE OWNER	$3,850

Return to Agenda

Staff Review

7.P.

Fact Sheet

SUBJECT: **ACCEPTANCE OF EASEMENT FOR THE 2018 CMP REPLACEMENT PROJECT**

March 18, 2019

DISCUSSION

The Public Works Department is requesting the acceptance of a Temporary Construction Easement that is required with the 2018 Corrugated Metal Pipe (CMP) Replacement Project. This particular property is located at 12851 Pembroke Circle.

Grantor/s: Mujeep A. Noorani and Maria Noorani
12851 Pembroke Circle, Leawood, KS 66209

Temporary Construction Easement
All of the Southwest 10.00 feet of Lot 3, Block 3, Leawood South, Second Plat, a subdivision of record located in the City of Leawood, Johnson County, Kansas, containing 1,250 square feet, more or less.

The Public Works Department requests the acceptance of the Temporary Construction Easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and accept easement

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

Recording Fees

FUND SOURCES

Leawood Project #80255

DRAFT

RESOLUTION NO. _____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS MUJEEP A. NOORANI AND MARIA NOORANI, FOR PROPERTY LOCATED AT 12851 PEMBROKE CIRCLE, LOT 3, BLOCK 3, LEAWOOD SOUTH, SECOND PLAT, PERTAINING TO THE 2018 CMP REPLACEMENT PROJECT [PROJECT # 80255]

WHEREAS, the Grantors Mujeep A. Noorani and Maria Noorani have executed a Temporary Construction Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Temporary Construction Easement.

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

SECTION ONE: That the Governing Body hereby accepts the Temporary Construction Easement, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 06 day of February, 2019, Mujeeb A Noorani and Maria Noorani ["Grantors"], for their heirs, successors and assigns, as owners of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED ATTACHMENT 'A' (the "Easement Property")

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting the 2018 CMP Replacement Project designed by Affinis Corp, a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date listed below and shall expire two (2) years after completion of the construction project.

Grantee, hereby agrees to restore the Easement Property to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change, all in accordance with Grantee's design and or construction project plans.

Grantors do hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTORS

Mujeeb A Noorani

Maria Noorani

TIM S. SEILER
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: March 12, 2021
Commission Number: 13751318

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 6th day of February, 2019, before me, the undersigned, a Notary Public in and for the County and State, came Mujeeb A Noorani and Maria Noorani who I personally known to me to be the same person _____ who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

NOTARY PUBLIC

My Term Expires:
3/12/21

Tract 15 – 12851 Pembroke Circle
Temporary Construction Easement
2018 CMP Replacement Project
Affinis Corp No. 17-0104.03

Attachment "A"

Temporary Construction Easement

All of the Southwest 10.00 feet of Lot 3, Block 3, LEAWOOD SOUTH, SECOND PLAT, a subdivision of record located in the City of Leawood, Johnson County, Kansas.

Containing 1,250 square feet, more or less.

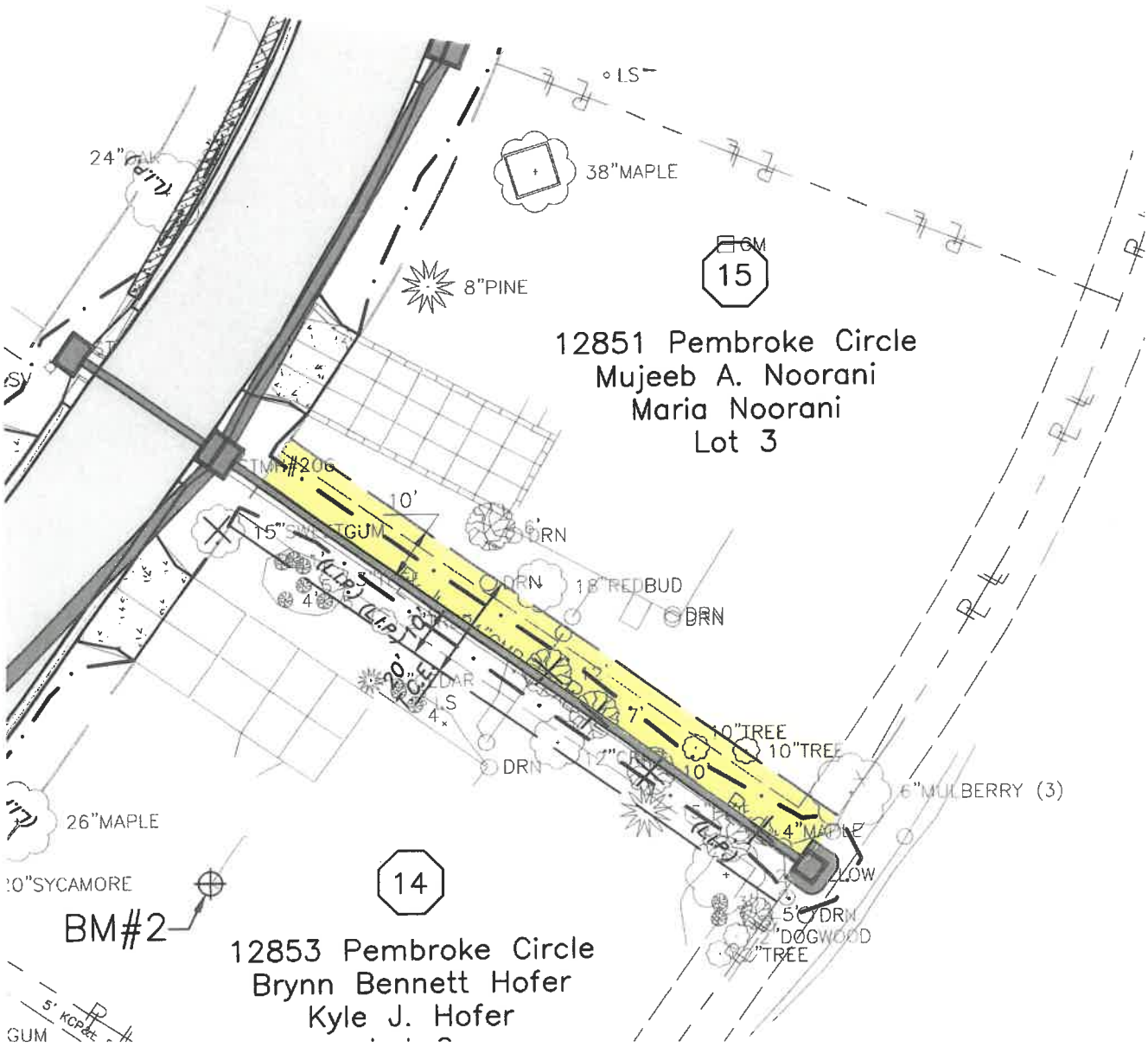
KELLAN M. GREGORY
LICENSED
LS-1577
4/4/18
KANSAS
LAND SURVEYOR

Easement description prepared by:
Kellan M. Gregory, KS PLS #1577
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210

Leawood South

Lot 3, Block 3, LEAWOOD SOUTH

12851 Pembroke Circle



LEGEND

T.C.E. = Temporary Construction Easement

NORTH

30 0 30

SCALE IN FEET

4/4/2018
\\afns-fs\OPprojects\17-0104-03\DWG\Tractmaps\Pembroke Circle\Tract Maps.dwg

Affinis corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Phone: 913-239-1100
Toll Free: 877-527-5468
Fax: 913-239-1111
www.affinis.us

CITY OF LEAWOOD, KANSAS
CMP REPLACEMENT IMPROVEMENTS

TRACT MAP 15

Date: 04/04/2018
Drawn By: BJG
Checked By: KMG
Approved By: CMS
File: TRACT MAP 15
Job #17-0104-03

1

Return to Agenda

7 Q

City of Leawood Governing Body Staff Report

MEETING DATE: March 18, 2019
REPORT WRITTEN: February 27, 2019

SMITH ESTATE – REQUEST FOR APPROVAL OF A REVISED FINAL PLAT – Located south of 143rd Street and west of Mission Road – Case 07-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 07-19, Smith Estate – request for approval of a Revised Final Plat, with the following stipulations:

1. The project is limited to a Revised Final Plat for the Smith Estate, containing one lot on 17.79 acres, zoned RP-A5.
2. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through two.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant and engineer is Harold Phelps with Phelps Engineering.
- The property is owned by Nanette and J. Douglas Smith.

REQUEST:

- The applicant is requesting approval of a Revised Final Plat for the Smith Estate, to replat the existing Hayward Estates, containing two existing lots and one tract of land, into one lot.
- No other changes are proposed with this application.

ZONING:

- The property is currently zoned RP-A5 (Planned Rural Density Single Family Residential).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Low Density Single Family Residential.

SURROUNDING ZONING:

- North — Directly north of the property is W. 143rd Street and Merry Lea Farms subdivision zoned R-1 (Planned Single Family Low Density Residential).
- South — Directly south of the property is a single family residential property zoned RP-A5 (Planned Rural Density Residential District).
- East — Directly east of the property is Mission Road and the Steeplechase subdivision, zoned R-1 (Planned Single Family Low Density Residential).
- West — Directly West of the property is vacant privately owned property zoned RP-A5 (Planned Rural Density Residential District).

LOCATION:

SITE PLAN COMMENTS:

- The lot is located south of 143rd Street and west of Mission Road.
- The original plat was recorded in 2014, which dedicated the right-of-way (ROW) along 143rd Street and Mission Road.
- The original plat has two lots and one tract, which contained a pond that was jointly owned by lots 1 and 2.
- The applicant proposes to replat the property to create one lot, containing 17.79 acres.

FINAL PLAT:

- A 100' build line is platted along the north property line (corner side yard setback).
- A 150' build line is platted along the east property line (front yard setback).
- The Final Plat of the Smith Estate is summarized as follows:

Lot 1 Area
774,830.23 SF
17.79 AC

Easements
10' Utility Easement on the north and east property lines
15' Utility Easement on the south and west property lines
10' Sanitary Sewer Easement on the south property line
10' Sanitary Sewer Easement at the southwest corner of the plat

BULK REGULATIONS:

Criteria	Required
Front Setback	150 ft.
Corner Lot Side Setback	100 ft.
Minimum Acres	5
Lot Frontage	150 ft.

- The plat complies with the bulk regulation requirements of the Leawood Development Ordinance.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAT FOR THE SMITH ESTATE, LOCATED SOUTH OF 143RD STREET AND WEST OF MISSION ROAD. (PC CASE 07-19)

WHEREAS, the applicant submitted a request for a Revised Final Plat;

WHEREAS, such request for approval was presented to the Planning Commission on February 26, 2019; and

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

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

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

1. The project is limited to a Revised Final Plat for the Smith Estate, containing one lot on 17.79 acres, zoned RP-A5.
2. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through two.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney

FINAL PLAT OF

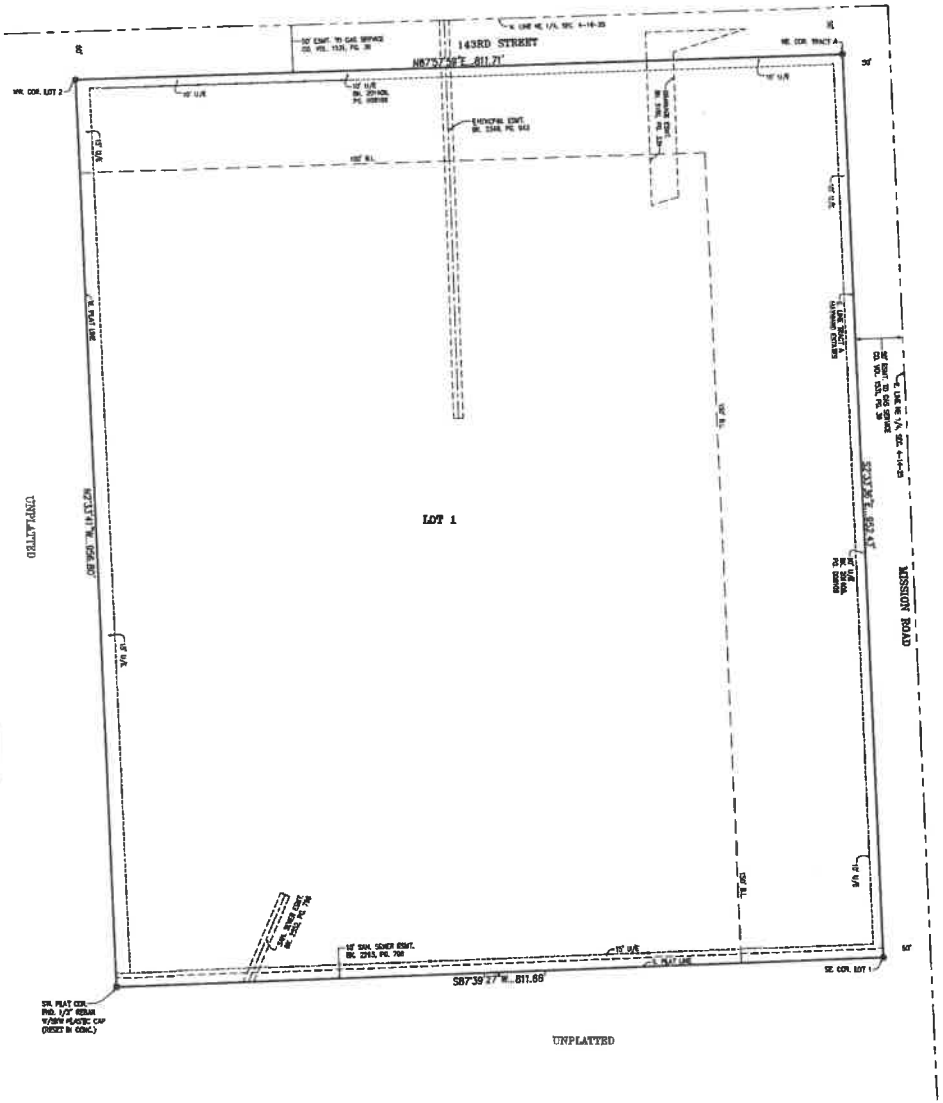
SMITH ESTATE

RESURVEY AND REPLAT OF TRACT A, LOT 1 AND LOT 2, HAYWARD ESTATES, A PLATTED SUBDIVISION OF LAND IN THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 14 SOUTH, RANGE 25 EAST, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

LOCATION MAP
SECTION 4-14-25

BEARING BASIS = RECORDED PLAT OF "HAYWARD ESTATES"

LOT AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
PLAT = LOT 1	774820.23	17.7877



LEGEND

- ● DENOTES FOUND 1/2" REBAR W/PHELPS CORP. CLS-02 PLASTIC CAP IN CONCRETE, UNLESS OTHERWISE NOTED
- ⊠ DENOTES FOUND MONUMENT AS DESCRIBED
- U/E DENOTES UTILITY EASEMENT
- B.L. DENOTES BUILDING LINE

TITLE NOTE:

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 5820006202, POLICY NO. 2730572-2107010012 DATED OCT. 19, 2016 AT 10:30 AM.

FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COMMUNITY NO. 200167, JOHNSON COUNTY, KANSAS, PANEL NO. 20091C0095G, AND DATED AUGUST 3, 2009.

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN FEBRUARY 2014, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

THOMAS D. PHELPS LICENSED LS-0078 KANSAS LAND SURVEYOR

LEGAL DESCRIPTION

Resurvey and replat of Tract A, Lot 1 and Lot 2, HAYWARD ESTATES, a platted subdivision of land in the City of Leawood, Johnson County, Kansas, containing 17.7877 acres, more or less, of replatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "SMITH ESTATE".

DEDICATION

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, places, roads, drives, lanes, avenues and alleys not heretofore dedicated.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sanitary sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar facilities, upon over and under those areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Leawood, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress or egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Leawood, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20___

Nanette Smith Trust dated 7/29/1998

By: _____ Nanette Smith, Trustee

By: _____ J. Douglas Smith, Trustee

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State, came Nanette Smith and J. Douglas Smith, Trustees of the Nanette Smith Trust dated 7/29/1998, who are personally known to me to be such persons who executed, the within instrument and such persons duly acknowledged the execution of the same to be the act and deed.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

Approved by the Planning Commission of the City of Leawood, Johnson County, Kansas, this ____ day of_____, 20_____.

_____
Mark E. Elkins, Chairman

Approved by the Governing Body of the City of Leawood, Kansas, this _____ day of_____, 20_____.

_____ Attest: _____
Peggy Dunn, Mayor Debra Harper, City Clerk

PHELPS ENGINEERING, INC
1200 N. Winchester
Olathe, Kansas 66062
(913) 393-1155
Fax (913) 393-1166
PLANNING
ENGINEERING
IMPLEMENTATION

PH #190086 - 8-21-19

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	March 18, 2019
Date of Memo:	February 27, 2019
Re:	Planning Commission Minutes

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

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: March 18, 2019
REPORT WRITTEN: February 27, 2019

PLAZA POINTE – REVISED SIGN CRITERIA – REQUEST FOR APPROVAL OF A REVISED FINAL SIGN PLAN – Located south of 135th Street and east of Briar Street – Case 08-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 08-19, Plaza Pointe – request for approval of a Revised Final Sign Plan, with the following stipulations:

1. This application is limited to a Revised Final Sign Plan to modify the sign criteria for the Plaza Pointe development, including the elimination of neon signage and the allowance of non-illuminated signage within the SD-O district of the development.
2. A sign permit from the Community Development Department shall be obtained prior to installation of any sign.
3. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through three.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is David Rayl with the Plaza Pointe Owners Association.
- The properties are individually owned by various entities represented by the Plaza Pointe Owners Association.

REQUEST:

- The applicant is requesting approval of a Revised Final Sign Plan for Plaza Pointe.

ZONING:

- The property is currently zoned SD-CR (Planned General Retail) and SD-O (Planned Office).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Mixed Use.

SURROUNDING ZONING:

- North — To the north is 135th Street, a major arterial street, and beyond 135th Street is Parkway Plaza, a Mixed Use Development comprised of retail, office, and multi-family residential units, zoned MXD.
- South — To the south is the Church of the Resurrection, zoned Agricultural with a Special Use Permit for a church on 67.59 acres.
- West — To the west is Cornerstone of Leawood, a commercial development zoned SD-CR. Beyond is Nall Avenue. Across Nall Avenue, is the Prairiefire development, a mixed use development, located within the City of Overland Park, Kansas.

- East To the east is The Villaggio at Leawood development, a largely undeveloped project zoned a combination of SD-CR and SD-O.

LOCATION:

SIGNAGE:

- The applicant is proposing to change the sign criteria for the Plaza Pointe development to allow non-illuminated signs in the office district (SD-O) of the Plaza Pointe development.
- The proposed guidelines also eliminate outdated illumination techniques related to neon, and specify that signage should be individually mounted channel letters or halo light letters.
- Non-illuminated signage is only allowed within the SD-O (Planned Office District) of the Plaza Pointe development.
- Externally illuminated wall signs are not allowed.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL SIGN PLAN FOR PLAZA POINTE – REVISED SIGN CRITERIA, LOCATED SOUTH OF 135TH STREET AND EAST OF BRIAR STREET. (PC CASE 08-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Sign Plan for Plaza Pointe sign criteria;

WHEREAS, such request for approval was presented to the Planning Commission on February 26, 2019; and

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

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

SECTION ONE: That the Governing Body approves the Revised Final Sign Plan for Park Place subject to the following stipulations and conditions:

1. This application is limited to a Revised Final Sign Plan to modify the sign criteria for the Plaza Pointe development, including the elimination of neon signage and the allowance of non-illuminated signage within the SD-O district of the development.
2. A sign permit from the Community Development Department shall be obtained prior to installation of any sign.
3. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through three.

SECTION TWO: This resolution shall become effective upon its passage.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney

Section 4:

General Sign Requirements

All sign packages shall be submitted to the Landlord and his designated architect within 120 days of lease commencement, prior to fabrication and installation. All drawings submitted must clearly communicate sizes, locations, materials, lettering styles, installation details, and type of illumination and logos. If the Landlord rejects proposed plans, the tenant shall resubmit them within 15 days from the date of the notice of disapproval from Landlord, or the designated Architect, until the Landlord approves such plans. All costs related to the signs, such as permitting, fabrication and installation, shall be the responsibility of each individual Tenant. Construction of the signs shall be completed in compliance with the City of Leawood sign ordinance, building code requirements and the criteria within this manual. Freestanding monuments shall be made of materials compatible with those used on the building.

a. Location/Review

The location of the primary Tenant sign shall be approved by the Landlord or designated Architect prior to installation. All sign requests must first be reviewed by the Landlord to insure that the requested sign meets the approved criteria and that the style and theme of the office development is maintained. Overall sign age area shall conform to .local ordinances and codes.

Allowable size for tenant signage shall conform to the following limitations based on square footage:

25,000 S.F. and up - 42"

6,000 S.F. and up - 30"

Below 6,000 S.P. - 24"

All proposed signage shall conform to all stipulations listed in this manual. Tenant shall submit signage design for review by the owner, the designated Architect and the City of Leawood.

b. Typography

The Tenant sign shall be all individual letters, within the approved space above the Tenant premises. The typography shall be upper or lower case letters. No script lettering shall be permitted unless it is part of the established trademark of the Tenant.

National or Regional Tenants shall be permitted to use their standard typography logo script and logos (provided logos meet the local sign ordinances and building codes) which have been used nationwide. No audible, flashing, or animated signs shall be permitted.

c. Materials

Letter faces shall be fabricated from flat, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one-inch (1") trimcap or the equivalent and match the return. ~~Sign lettering shall be illuminated with neon tubing~~. ~~Appropriate transformers shall power this tubing.~~ The depth of any lettering shall be 5". The color of the returns shall be a semi-gloss black enamel finish~~. Exposed neon signage shall be subject to approval by the Landlord, the designated Architect and the City of Leawood.~~

d. Illumination

Signage shall be individually mounted internally illuminated channel letters, or halo light individual letters. Externally illuminated wall signs are permitted.

Non-illuminated wall signs with individual mounted letters may be approved only within the SD-O (Planned Office) district of the Plaza Point development.

d. Color

Each sign letter shall be of a color submitted to and approved by the Landlord, the designated Architect and the City of Leawood. Secondary colors which border, accent, or otherwise are incidental to the primary sign colors shall be accepted, subject to the approval by the Landlord and the City of Leawood. The Landlord reserves the right to reject colors, which are deemed inappropriate. Any national Tenant with specific corporate signage colors will be allowed to use these signage colors provided they are in use at the majority of the companies other facilities.

e. Installation Requirements

The Tenant identification sign shall be centered within the sign space above or in front of the Tenant premises. No part of the sign shall be closer than 24" to the centerline of adjacent Tenant wall. No part of the sign shall extend beyond the Tenant's sign area. All signage letters shall be mounted to the parapet with concealed fasteners. Aluminum clip angles shall be attached to each letter using aluminum mounting studs to attach letters to surface. The maximum height and dimensions for letters in the body of the signs shall be pursuant to approved plans and specifications. All letters shall be flush mounted to masonry sign panel and no signs perpendicular to fascia of exterior canopy are allowed. All signs and their installation shall comply with all local building and electrical codes and must bear the

Underwriters Laboratory specifications. Electrical service to all signs shall be on Tenant's meter at Tenant's expense. All signs shall be connected to Landlord's switch device in order to allow uniform periods of lighting. Tenant shall be responsible for the installation and maintenance of all signs. Tenant shall be liable for the operation of Tenant's sign. Tenant's sign contractors shall repair any damage caused by said contractor's work or by its agents or

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	March 18, 2019
Date of Memo:	February 27, 2019
Re:	Planning Commission Minutes

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

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: March 18, 2019
REPORT WRITTEN: February 27, 2019

TOWN CENTER CROSSING – LOVESAC (RETAIL: FURNITURE) – REQUEST FOR APPROVAL OF A FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE – Located south of 119th Street and east of Roe Avenue – Case 09-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 09-19, Town Center Crossing – Lovesac – request for approval of a Final Plan for changes to the façade of a tenant space, with the following stipulations:

1. The project is limited to changes to the exterior of Space NO. A105, Lovesac storefront, within the Town Center Crossing development, zoned SD-CR.
2. The project shall comply with the design guidelines for Town Center Crossing.
3. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
4. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through four.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is Tim Schenk with Elder-Jones.
- The property is owned by 119 Leawood LLC.
- The architect is Lino Picnic with WJCA.Inc.

REQUEST:

- The applicant is requesting approval of a Final Plan for changes to the façade of a tenant space, including exterior mullions, addition of a teal colored powder coated surround, and relocation of the front doorway of the tenant space located in space NO. A105, on the western end of the main retail center of Town Center Crossing, in the SD-CR zoning district.
- No other changes are proposed with this application.

ZONING:

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

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

SURROUNDING ZONING:

- North — Directly north is 119th Street and Camelot Court Shopping Center, zoned SD-CR (Planned General Retail).

- South — Directly south is Tomahawk Creek Parkway and open space, zoned REC (Planned Recreation).
- East — Directly east is Tomahawk Creek Parkway and open space, zoned REC (Planned Recreation).
- West — Directly west is Roe Avenue and Hawthorne Plaza, a retail development within Overland Park, Kansas.

LOCATION:

ELEVATIONS:

- Tenant space A105 was previously occupied by Everything But Water.
- The applicant proposes to alter the storefront by installing a new storefront window system with clear glass and dark bronze metal surround with a 1" clear insulated glazing.
- A teal colored powder coated surround is proposed to accent the storefront system. Dark wood porcelain tile will border the storefront.
- No changes to exterior lighting are proposed.
- The existing metal canopy structure will remain.
- No other changes are proposed with the plan. The brick façade/masonry of the exterior building will not be altered.

SIGNAGE:

- Town Center Crossing has sign criteria recommended by the Planning Commission and approved by the Governing Body.
- Signage for Lovesac will be approved administratively through a separate application.

LIGHTING:

- Existing recessed downlights are located underneath the canopy.
- There are no proposed changes to lighting.

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE FOR TOWN CENTER CROSSING – LOVESAC (RETAIL: FURNITURE), LOCATED SOUTH OF 119TH STREET AND EAST OF ROE AVENUE. (PC CASE 09-19)

WHEREAS, the applicant submitted a request for a Final Plan for changes to the tenant façade in Town Center Crossing;

WHEREAS, such request for approval was presented to the Planning Commission on February 26, 2019; and

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

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

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

1. The project is limited to changes to the exterior of Space NO. A105, Lovesac storefront, within the Town Center Crossing development, zoned SD-CR.
2. The project shall comply with the design guidelines for Town Center Crossing.
3. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
4. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through four.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

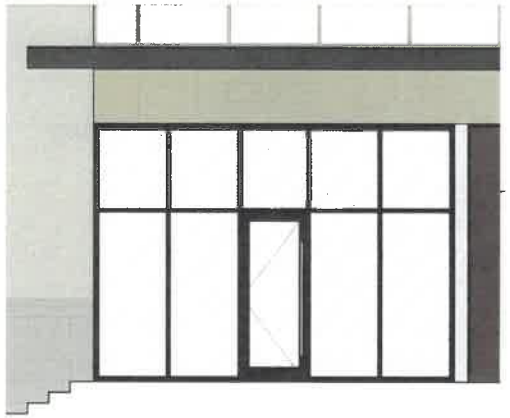
ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____

Andrew K. Hall, Assistant City Attorney

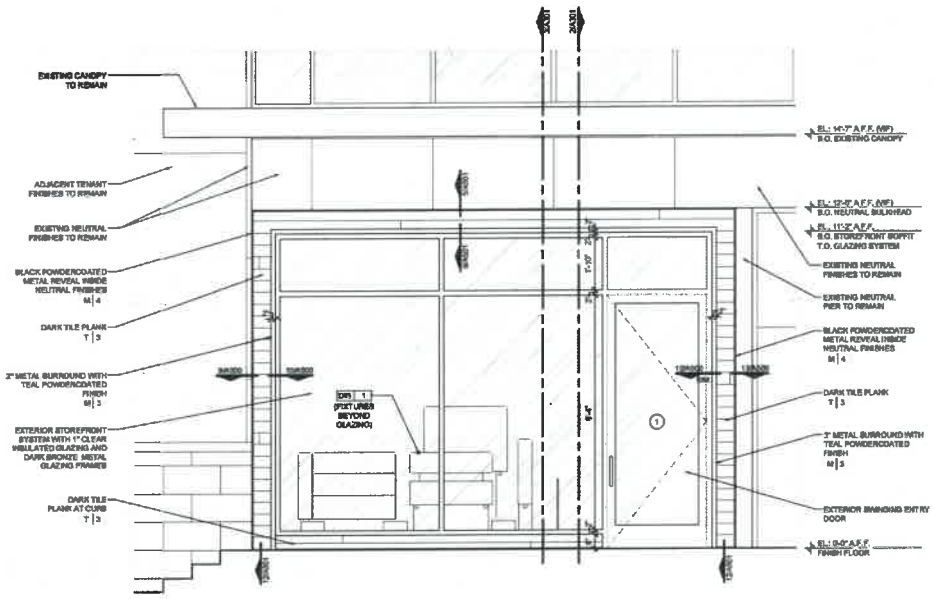


EXISTING STOREFRONT RENDERING

EXISTING STOREFRONT

PROPOSED STOREFRONT RENDERING

PROPOSED STOREFRONT RENDERING IN ENVIRONMENT



1 STOREFRONT - ELEVATION

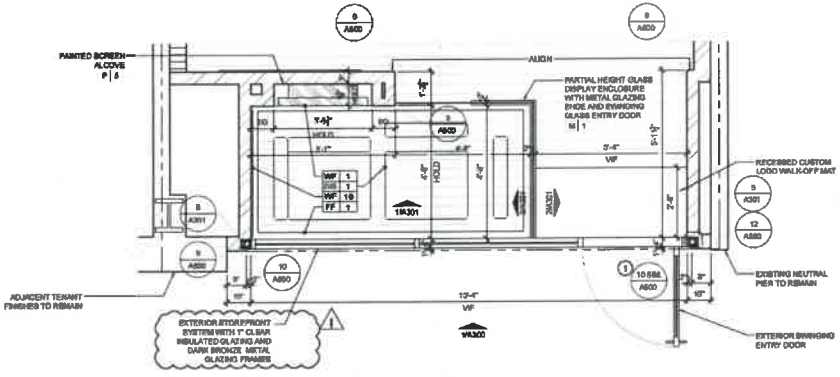
SCALE: 1/2" = 1'-0"

NOTES

SCOPE OF WORK TO INCLUDE:

1. CONSTRUCTION: INSTALLATION OF NEW STOREFRONT GLAZING, ENTRY DOORS, AND FRAMING AS INDICATED. NO ATTACHING OR HANGING FROM DECK ABOVE. MUST SUPPORT FROM STRUCTURAL STEEL. TYPICAL THROUGHOUT ALL TRADES.
2. FINISHES: CLADDING OF STOREFRONT AS INDICATED AND INSTALLATION OF STOREFRONT FINISHES AS NOTED (SEE A600 FOR FINISH SCHEDULE). NO TENANT FINISHES TO PROJECT BEYOND LEASE LINE.
3. STOREFRONT FIXTURES:
   A. CONSTRUCTION/INSTALLATION OF DISPLAY STAGE (FF1).
   INSTALLATION OF BOE WALL DIGITAL VIDEO SCREENS (WF1).
4. SQUARE FOOTAGE OF LOVESAC STORE IS 1,814 SQUARE FEET.

NOTE: SIGNAGE UNDER SEPARATE PERMIT



2 STOREFRONT - DETAIL PLAN

SCALE: 1/2" = 1'-0"

OWNER/TENANT:

LOVESAC

TWO LANDMARK SQUARE
SUITE 200
STAMFORD, CT 06901

PROJECT PLANNER:

WJCA INC.
786 SUSQUEHANNA AVE.
FRANKLIN LAKES, NJ 07417
TEL: 201-848-8080
FAX: 201-848-8881

ARCHITECT:

JOEL TONELLI
422 BOGERT ROAD
RIDGEWOOD, NJ 07450

LIC. #: 6680
EXP. DATE: 06/30/19

PROJECT NO:

25614

PROJECT LOCATION:

TOWN CENTER PLAZA & CROSSING
5000 W. 119TH STREET
SPACE # A105
LEAWOOD, KS 66209

ISSUE DATE:

NO	DATE	DESCRIPTION
	01-11-19	[illegible]
	01-18-19	ISSUED FOR BID AND PERMIT
1	01-28-19	PLANNING BOARD COMMENTS

DRAWING TITLE:

STOREFRONT - PLAN & ELEVATION

DRAWING NO:

A300

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	March 18, 2019
Date of Memo:	February 27, 2019
Re:	Planning Commission Minutes

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

Return to Agenda

7.T.

LEAWOOD POLICE

Integrity • Teamwork • Service • Fairness • Dedication

Feb. 2019 Monthly Report

AREA	CALLS	CODE 1	NON-EMERGENCY
North Zone	696	3:10	6:40
Center Zone	587	2:42	4:52
South Zone	635	3:22	6:05

CALLS FOR SERVICE	
Traffic Stops	1026
Traffic Complaint Areas investigated	17
Medical Calls	154
Alarms	99
Arrests (Adult/Juvenile)	73/4
Accidents (Total/Injury)	49/8
Open Doors	31
Suspicious Activity calls	26
Check the Welfare	26
9-1-1 Calls Received	840 (582 wireless)
Administrative Calls Received	5,292

CRIME REPORT	This month	Last month	A year ago
Burglaries	3	5	3
Thefts from buildings	3	4	4
Drug possession violations (municipal)	7	7	6
Thefts from vehicles	2	16	18
Agg. assault/batteries	0	1	0
Crim. Damage to Property/Vandalism	1	9	5
DUI	7	4	6
Shoplifting	8	3	8
Stolen Autos	0	4	4

HIGHLIGHTS

Snowy February

Last month Leawood officers were exposed to nearly everything other than a heat wave. Despite the frequent ice and snow accumulations, the number of crashes decreased by seven as drivers slowed down on covered roadways. Most other crimes, including thefts from autos and vandalisms also dropped. Possibly the bad guys decided to stay inside and avoid the nasty weather.

Frequent crash locations

INTERSECTION	Feb.	2019
I-435 & State Line Road	7	17
112th & Nall Ave.	2	3
85th & State Line Road	3	3
College & Tomahawk Creek Pkwy	0	2
103rd Street & State Line	0	2
135th Street & Roe Ave.	2	2
Town Center Dr. & Roe Avenue	1	2

Part I Crimes specified by the KBI:	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19
Agg. Assault/Battery:	2	1	3	1	0
Arson:	0	0	0	0	0
Burglary:	6	10	5	5	3
Homicide:	0	0	0	0	0
Rape:	0	0	0	0	0
Robbery:	1	0	0	0	0
Stolen Auto:	1	5	3	4	0
Theft:	26	42	27	32	16
All Other Larceny:	3	5	5	6	2
Pocket Picking:	1	0	0	0	0
Purse Snatching:	0	0	0	0	0
Shoplifting:	13	9	5	3	8
Theft from Building:	3	4	3	4	3
Theft from CoinOperated Machine:	0	0	0	0	0
Theft from Motor Vehicle:	2	24	14	16	2
Theft of Motor Vehicle Parts/Accessories:	4	0	0	3	1
Sub-Total:	**36**	**58**	**38**	**42**	**19**

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19
Adult Arrests	87	78	94	91	73
Juvenile Arrests	4	3	2	7	4
Citations/Citation Charges	792/1019	485/638	526/690	644/818	566/747
Warnings/Warning Charges	440/685	370/519	391/586	465/702	427/626
Damage over $1,000 Accident	38	53	47	44	38
Damage under $1,000 Accident	4	5	5	3	3
Injury Accident	8	8	7	9	8
Field Interview Contacts	16	11	15	12	8

Return to Agenda

7.U.

LEAWOOD FIRE DEPARTMENT

February 2019 Report

Monthly Calls for Service	
Fire Responses	6
EMS Responses	180
HazMat Responses	7
Tech Rescue Responses	1
Other Calls for Service	55
Total Calls This Month	249
YTD Total Calls	588

Fire Loss

Fire related incidents for the month in Leawood: 2

Fire Loss: $0

Monthly Activity Hours

(Non-training - can include response, public education, public services, maintenance, etc)

Staff Activity Hours: 1,514

Monthly Training Hours

Training Hours: 1,557

Monthly Highlights

- 4 Car Seat Installations
- 19 Public Relations / Education Events
- 23 CPR / First Aid students
- 5 Residential Smoke Detector Assists
- County-wide cooperative EMS training
- Department Ice Rescue training
- Neighborhood Meeting Hosted for Representative Kelly Warren

Incident Response Times

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

Summary of Monthly LFD Baseline Performance at the 90th Percentile

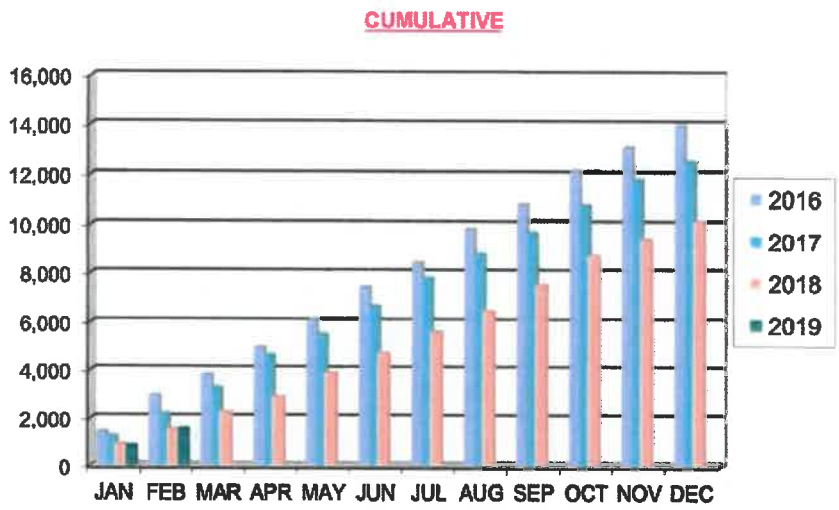
LFD - Baseline Performance 90th Percentile		All Calls	Fire	EMS	Tech Rescue	HazMat
Alarm Handling	Call Pick-Up to Dispatch	1:00	1:01	:54	:23	:38
Turnout Time	Dispatch to 1st Unit Enroute	1:22	1:20	1:22	:27	1:07
Travel Time 1st Unit	Enroute to Arrival 1st Unit on Scene Emergency Responses Only	5:41	N/A	5:41	N/A	N/A
Total Response Time - 1st Unit	Enroute to Arrival 1st Unit on Scene Emergency Responses Only	6:59	N/A	6:59	N/A	N/A
Total Response Time - ERF	Enroute to Arrival Effective Response Force Emergency Responses Only	11:25	N/A	11:34	N/A	N/A

Return to Agenda

LEAWOOD MUNICIPAL COURT
CASELOAD

7.V.

	CUMULATIVE				MONTHLY			
	2016	2017	2018	2019	2016	2017	2018	2019
JAN	1,430	1,246	890	820	1,430	1,246	890	820
FEB	2,959	2,201	1,537	1,559	1,529	955	647	739
MAR	3,813	3,253	2,280		854	1052	743	
APR	4,964	4,615	2,907		1,151	912	627	
MAY	6,111	5,483	3,900		1,147	1,318	993	
JUN	7,449	6,652	4,713		1,338	1,169	813	
JUL	8,446	7,783	5,607		997	1,131	894	
AUG	9,845	8,778	6,470		1,399	995	863	
SEP	10,821	9,677	7,527		976	899	1,057	
OCT	12,167	10,792	8,728		1,346	1,115	1,201	
NOV	13,094	11,812	9,420		927	1,020	692	
DEC	14,009	12,523	10,161		915	711	741	
					14,009	12,523	10,161	1,559



LEAWOOD MUNICIPAL COURT

RECEIPTS PROCESSED

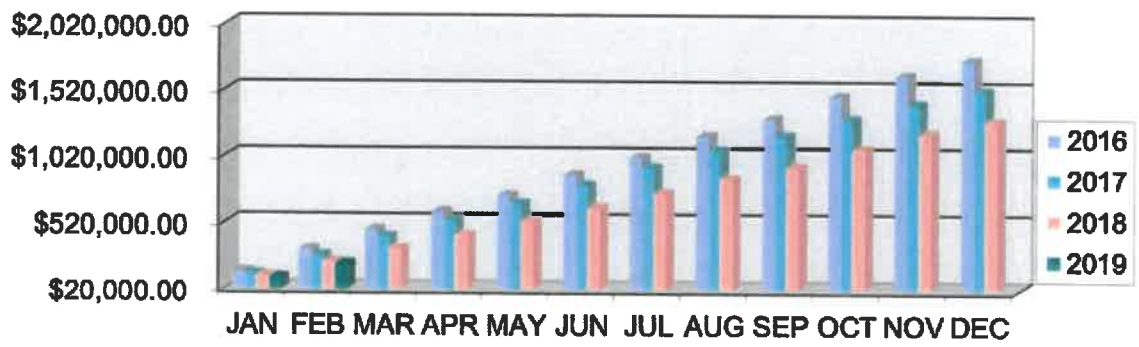
CUMULATIVE

	2016	2017	2018	2019
JAN	$ 152,402.00	$ 135,897.50	$ 124,209.00	$ 112,615.50
FEB	$ 319,887.25	$ 271,140.75	$ 226,773.06	$ 214,571.00
MAR	$ 469,496.20	$ 417,435.75	$ 328,422.81	
APR	$ 602,688.20	$ 539,966.25	$ 430,749.06	
MAY	$ 727,709.75	$ 667,316.25	$ 532,916.01	
JUN	$ 881,876.05	$ 803,020.75	$ 632,601.01	
JUL	$ 1,016,515.55	$ 937,496.25	$ 740,497.51	
AUG	$ 1,172,883.80	$ 1,065,718.25	$ 853,735.81	
SEP	$ 1,298,998.30	$ 1,171,682.50	$ 939,594.81	
OCT	$ 1,473,387.55	$ 1,293,663.50	$ 1,078,242.81	
NOV	$ 1,630,461.55	$ 1,413,905.25	$ 1,193,133.81	
DEC	$ 1,744,850.80	$ 1,518,103.44	$ 1,281,212.81	

MONTHLY

	2016	2017	2018	2019
JAN	$ 152,402.00	$ 135,897.50	$ 124,209.00	$ 112,615.50
FEB	$ 167,485.25	$ 135,243.25	$ 102,564.06	$ 101,955.50
MAR	$ 149,608.95	$ 146,295.00	$ 101,649.75	
APR	$ 133,192.00	$ 122,530.50	$ 102,326.25	
MAY	$ 125,021.55	$ 127,350.00	$ 102,166.95	
JUN	$ 154,166.30	$ 135,704.50	$ 99,685.00	
JUL	$ 134,639.50	$ 134,475.50	$ 107,896.50	
AUG	$ 156,368.25	$ 128,222.00	$ 113,238.30	
SEP	$ 126,114.50	$ 105,964.25	$ 85,859.00	
OCT	$ 174,389.25	$ 121,981.00	$ 138,648.00	
NOV	$ 157,074.00	$ 120,241.75	$ 114,891.00	
DEC	$ 114,389.25	$ 104,198.19	$ 88,079.00	
	$ 1,744,850.80	$ 1,518,103.44	$ 1,281,212.81	$ 214,571.00
	$ 1,500,000.00	$ 1,500,000.00	1,500,000.00	1,500,000.00

CUMULATIVE



Return to Agenda

Staff Review

12.

Fact Sheet

SUBJECT: **REPAIR OF ART PIECE "FAITH"**
BY ARTIST WENDELL CASTLE

March 18, 2019

DISCUSSION

The piece, located in Brook Beatty Park, received damage from a branch falling from a nearby tree onto the sculpture as a result of the snowstorm of January 12, 2019.

The abstract sculpture is constructed of bronze and was dedicated in June of 2002. This piece was designed to function as a bench. Although now deceased, Castle is still considered the founding father of American furniture art. His one-of-a-kind pieces are represented in major museums around the world.

Because of the unique nature and importance of this piece, it is suggested that we use Zahner's Metal Labs, LLC to handle the repair.

Repair of the piece will include: the removal from the site by Belger, transporting it to Metalabs and returning it to Brook Beatty Park, followed by reinstallation.

A frame to support the piece during transport will be built. Repairs will include: removing dents, filling the crack, refinish and repatinate the sculpture and cleaning surfaces. The entire piece will then be cleaned and waxed for strong surface protection before reinstallation.

A claim has been made with the City's insurance carrier, and staff is currently waiting to hear what we will receive.

Leawood Arts Council and Art in Public Places Initiative recommends the repair of the sculpture by Wendell Castle.

April Bishop, Cultural Arts Coordinator

SPONSOR

Parks & Recreation Department for the Leawood Arts Council

COUNCIL ACTION TO BE TAKEN

Approve Repair cost for sculpture "Faith" by Wendell Castle

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☑ For

☐ Against

☐ No position ☐ No Assignment

POLICY OR PROGRAM CHANGE

☑ No

☐ Yes

OPERATIONAL IMPACT

COSTS

$32,200.00

FUND SOURCES

Public Art Maintenance
13050.44440.625500

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: March 18, 2019
REPORT WRITTEN: February 27, 2019

TOWN CENTER PLAZA – CHASE BANK – REQUEST FOR APPROVAL OF A REVISED FINAL PLAN – Located north of 119th Street and west of Roe Avenue – Case 11-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 11-19, Town Center Plaza – Chase Bank – request for approval of a Revised Final Plan with the following stipulations:

1. The project is limited to the approval of a bank with drive-up ATM, the conversion of a single tenant building to a multi-tenant building, façade changes, and modification to the parking lot and pedestrian paths.
2. The applicant/owner shall construct a 5 ft. sidewalk along the full length of the north property line connecting the site to Roe Avenue and the existing sidewalk on the property to the west.
3. The applicant shall land bank the proposed parking to the west of the existing building and by the northern entrance of the site. The land banked parking may only be installed with Governing Body approval through a Revised Final Development Plan.
4. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.
5. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Planning as being in compliance with the Leawood Development Ordinance.
6. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body. The City may impose conditions on approval, including but not limited to duration or renewal requirements, where the circumstances are sufficiently unusual to warrant the conditions.
7. All pedestrian crosswalks shall be demarcated from the adjacent street pavement to match the existing crosswalks constructed of brick pavers at Restoration Hardware, directly to the west within the Town Center Plaza development.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with the existing architectural treatment, which is compatible with the building architecture. The height of the rooftop utilities must be lower than the current screen.
10. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings

and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.

11. Per the Leawood Development Ordinance all parking lot light fixtures shall be a maximum of 18 ft. in height from grade, inclusive of base.
12. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
13. Per the Leawood Development Ordinance the maximum foot-candles at the property line shall be 0.5 foot-candles.
14. Per the Leawood Development Ordinance the parking lot lighting shall have a uniformity ratio of 4 to 1 average/minimum.
15. All parking lot light fixtures shall be a similar style to the existing rectangular shoebox style and shall be similar in color of the existing parking lot light fixtures within the Town Center Plaza development.
16. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.
17. Per the Leawood Development Ordinance, all medium and large deciduous trees (including street trees), shall be 2 ½" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 ½" caliper as measured 6" above the ground, conifers and evergreen trees shall be a minimum of 6' in height, and shrubs shall be a 24" in height at the time of planting.
18. Per the Leawood Development Ordinance, at the time of planting, plant material screening the ground mounted utilities shall be a minimum of 6" taller than the utility it is to screen, with lower shrubs in the foreground to eliminate any gaps in screening.
19. The approved final landscape plan shall contain the following statements:
    a) All trees shall be callipered and undersized trees shall be rejected.
    b) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
    c) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.
    d) All landscaped open space shall consist of a minimum of 60% living materials.
20. A letter, signed and sealed by a Kansas Registered Landscape Architect, shall be submitted prior to final occupancy that states that all landscaping has been installed per the approved landscape plan and all plant material used is to the highest standards of the nursery industry.
21. An erosion control plan for both temporary and permanent measures to be taken during and after construction shall be required at the time of application for building permit.
22. All sidewalks shall be installed as per street construction standards.
23. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
24. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
25. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
26. A sign permit from the Planning Department shall be obtained prior to installation of any signs.
27. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-seven.

PLANNING COMMISSION CHANGES TO THE STIPULATIONS:

- None

APPLICANT:

- The applicant is Yosef Howley with Core States Group.
- The property is owned by KF Investments, LLC.
- The developer is Chris Foit with J.P. Morgan Chase
- The engineer is Patrick Bennett with Core States Group.
- The architect is Bruce LaSurs with Core States Group

REQUEST:

- The applicant is requesting approval of a Revised Final Plan for the conversion of the former Dean and Deluca site at Town Center Plaza into a multi-tenant building containing two tenants, a bank and a future office tenant. The application includes the following modifications:
  - An ancillary drive-thru ATM within the southeast corner of site.
  - The existing building to be split into two tenant spaces.
  - The removal of a plaza area at the southeast corner of the building to be replaced by three parking stalls.
  - Modifications to the parking lot.
  - Sidewalk along the northern property line and a pedestrian path from Roe Avenue to the east entrance of the building.
  - Façade updates to the east and south sides of the existing building.

ZONING:

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

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

LOCATION:

SURROUNDING ZONING:

- North — Directly to the north is the main center of the Town Center Plaza development zoned SD-CR. To the north of Town Center Plaza is 117th Street and Town Center Drive. Further to the north is Park Place, a mixed use development zoned MXD (Mixed Use District) and Leawood City Hall zoned RP-4 (Planned Cluster Residential).
- South — Directly south is 119th Street. On the south side of 119th Street is Hawthorne Plaza, a retail shopping center within Overland Park.
- East — Directly to the east is Roe Avenue. On the east side of Roe Avenue is the Camelot Court shopping center within Leawood, zoned SD-CR.
- West — Directly to the west is Restoration Hardware and other retail pad sites within the Town Center Plaza development, zoned SD-CR.

SITE PLAN COMMENTS:

- The site is located on an 88,246 sq.ft. (2.03 acre) lot at the southeast corner of the Town Center Plaza development. Roe Avenue is directly adjacent to the east and 119th Street is located directly to the south. The remainder of the Town Center Plaza development is located to the north and west.
- The applicant proposes to modify an existing building (former Dean and Deluca building) that is 9,037 sq.ft. and faces to the east towards Roe Avenue.
- The existing building would be split into two tenant spaces. The eastern half of the building will contain the Chase Bank (3,617 sq. ft.). The western half of the building is proposed to contain a future office tenant (5,420 sq. ft.).
- The new entrance into the Chase Bank tenant space will be located on the east side of the building, centered within the façade. The new entrance into the second tenant space is located on the south side of the building also centered within the existing façade of the building and will be accessed by a ramp and steps.
- Existing driveways into the site are located at the southwest corner of the site off of 119th Street, and at the northeast corner of the site that provides an interior connection with the remainder of the Town Center Plaza development.
- The site currently has 75 parking stalls. The applicant is proposing to modify the location of some of the parking spaces, keeping 64 parking spaces. Eleven additional parking spaces are proposed to be land banked for a total of 75 proposed and potential future parking spaces.
- A new ATM drive-thru is proposed at the southeast corner of the site and will require the removal of 12 existing parking spaces. Vehicular access to the ATM drive-thru from the east, under a proposed canopy, and will exit at the west end of the ATM drive, then turning north. The ATM is proposing to have a cuing capacity of three (3) vehicles.
- The existing plaza area at the southeast corner of the existing building is proposed to be removed to make room for three parking spaces.
- The proposed striped parking will wrap around the south and east sides of the building.
- An existing retaining wall runs along the perimeter of the southwest corner of the site, on the west side of the driveway off of 119th Street.
- A direct pedestrian connection to the front of the building is proposed from Roe Avenue. This connection will be constructed of brick pavers with a design to match the existing pedestrian connections within Town Center Plaza.

- The applicant is proposing to construct a sidewalk along the northern boundary of the site. The pedestrian crossing across the northern entrance from Town Center Plaza, will match the existing crosswalks within Town Center Plaza.
- Two bicycle parking spaces are proposed south of the main entrance into the proposed Chase Bank location. The bicycle racks are in an inverted "U" shape to allow for two points of contact for each bicycle to be parked.

BULK REGULATIONS:

- The following table outlines the required and provided regulations for the project:

Criteria	Required	Provided	Compliance
Exterior Structure Setback	40'	146'	Complies
Interior Structure Setback	10'	32'	Complies
Exterior Parking Setback	25'	25'	Complies
Interior Parking Setback	10'	28'	Complies
Open Space	30%	44%	Complies
Maximum Floor Area Ratio (F.A.R.)	0.25	0.10 0.22**	Complies
Height Limit	50 ft.	26 ft. – 6 in.	Complies
Maximum % of Paved Frontage	40%	Roe Ave. - 71.6%* 119th St. – 85.0%*	Legal Non-Conforming

* Legal Non-Conforming
** Overall Town Center Plaza Development

PARKING:

- The Town Center Plaza development was constructed under a previous Leawood Development Ordinance that had a minimum parking ratio of 5 parking spaces/1,000 sq.ft. of building. The Town Center Plaza development has a cross access parking easement between the main center and all out lots within the development.
- Per the current Leawood Development Ordinance, parking provided within the SD-CR district shall be between 3.5 to 4.5 parking spaces per 1,000 sq.ft. of building area. The project consists of a 9,037sq. ft. multi-tenant building. The parking required for the building is between 32 and 41 parking spaces.
- The site has an existing 75 existing parking spaces (8.2 parking spaces per 1,000 sq. ft.).
- This application is proposing to construct 64 permanent parking spaces with this project and is showing 11 land banked parking spaces as land banked parking that may be installed with City approval if it is determined that the parking is needed. Six land banked parking spaces are shown at the northeast corner of the site along Roe Ave., and 5 are shown on the west side of the building.

ELEVATIONS:

- The existing building is primarily constructed of red brick and stucco accented by an existing blue canopy fabric and aluminum canopies at the ends of the building.
- The existing glass above the canopies are to remain as part of this project.
- The north and west elevations will not be altered with this application.
- The east side of the building will be the main entrance into the proposed bank. The existing entrance on the east elevation will be moved to be more centrally located on the façade. The new entrance will be constructed of a new aluminum storefront to match the existing doors and windows on the building.

- An entrance is being proposed on the south elevation of the building. This entrance will be the main entrance into the second tenant of the building. This new entrance will be accessed by either a ramp from the east or stairs from the west.
- The existing windows and awnings are to remain with no additional changes to be made.
- The ATM Canopy is proposed to be 15' 4" in height and 20' in depth and 17' 4" in width. The canopy will be supported by four (4) bricked columns (two columns on the north side of the drive and two on the south) with stone bases. The ATM will be located along the north side of the canopy between the two columns along that same side.
- The new ATM Canopy will be constructed of a Savannah Stone base with Brick Veneer columns to match the existing building.
- The canopy portion will be constructed of metal in a latte color with blue color with blue trim.
- Concrete filled metal bollards used to protect the canopy are proposed to be painted blue.

SIGNAGE:

- Town Center Plaza has approved sign criteria for the development. Signage is reviewed administratively.
- No signage is proposed with this application.

LANDSCAPING:

- The applicant is proposing to conform to the currently approved landscape plan for the site. Since the applicant is not proposing to enlarge the building or increase the intensity of the use, they are not required to meet the current landscaping requirements of the Leawood Development Ordinance.
- Generally, the current landscape plans show shade and ornamental trees along the perimeter of the site, shrubs screening the parking areas, trees within the parking lot landscaped islands, and shrubs around the building.

LIGHTING:

- The applicant is proposing to replace the parking lot light poles with a smaller light pole that meets the maximum 18 ft. in height of the Leawood Development Ordinance. The applicant is proposing a KAD LED light fixture that is similar to the fixtures within the Town Center Development.

STAFF COMMENTS:

- The Town Center Plaza development was constructed under a previous Leawood Development Ordinance that had a minimum parking ratio of 5 parking spaces/1,000 sq.ft. of building. The current site has 75 striped parking spaces. The applicant is proposing 64 striped spaces with an additional 11 spaces proposed to be land banked, for a total of 75 proposed and land banked parking spaces. The land banked parking spaces may be installed with City approval if it is determined that they are needed through a Revised Final Plan application. The land banked parking spaces are located to the west of the building (5 parking spaces) and in the northwest corner of the site, by the northern entrance (6 parking spaces). The current Leawood Development Ordinance requires a parking ratio of 3.5 to 4.5 parking spaces per 1,000 sq.ft., which is 32-41 parking for this site. **(Stipulation 3)**

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAN FOR TOWN CENTER PLAZA – CHASE BANK, LOCATED NORTH OF 119TH STREET AND WEST OF ROE AVENUE. (PC CASE 11-19)

WHEREAS, the applicant submitted a request for a Revised Final Plan for a bank and adjacent tenant space;

WHEREAS, such request for approval was presented to the Planning Commission on February 26, 2019; and

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

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

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

1. The project is limited to the approval of a bank with drive-up ATM, the conversion of a single tenant building to a multi-tenant building, façade changes, and modification to the parking lot and pedestrian paths.
2. The applicant/owner shall construct a 5 ft. sidewalk along the full length of the north property line connecting the site to Roe Avenue and the existing sidewalk on the property to the west.
3. The applicant shall land bank the proposed parking to the west of the existing building and by the northern entrance of the site. The land banked parking may only be installed with Governing Body approval through a Revised Final Development Plan.
4. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.
5. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Planning as being in compliance with the Leawood Development Ordinance.
6. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body. The City may impose conditions on approval, including but not

limited to duration or renewal requirements, where the circumstances are sufficiently unusual to warrant the conditions.

7. All pedestrian crosswalks shall be demarcated from the adjacent street pavement to match the existing crosswalks constructed of brick pavers at Restoration Hardware, directly to the west within the Town Center Plaza development.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with the existing architectural treatment, which is compatible with the building architecture. The height of the rooftop utilities must be lower than the current screen.
10. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.
11. Per the Leawood Development Ordinance all parking lot light fixtures shall be a maximum of 18 ft. in height from grade, inclusive of base.
12. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
13. Per the Leawood Development Ordinance the maximum foot-candles at the property line shall be 0.5 foot-candles.
14. Per the Leawood Development Ordinance the parking lot lighting shall have a uniformity ratio of 4 to 1 average/minimum.
15. All parking lot light fixtures shall be a similar style to the existing rectangular shoebox style and shall be similar in color of the existing parking lot light fixtures within the Town Center Plaza development.
16. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.
17. Per the Leawood Development Ordinance, all medium and large deciduous trees (including street trees), shall be 2 ½" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 ½" caliper as measured 6" above the ground, conifers and evergreen trees shall be a minimum of 6' in height, and shrubs shall be a 24" in height at the time of planting.
18. Per the Leawood Development Ordinance, at the time of planting, plant material screening the ground mounted utilities shall be a minimum of 6" taller than the utility it is to screen, with lower shrubs in the foreground to eliminate any gaps in screening.
19. The approved final landscape plan shall contain the following statements:
    a) All trees shall be callipered and undersized trees shall be rejected.
    b) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
    c) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.
    d) All landscaped open space shall consist of a minimum of 60% living materials.
20. A letter, signed and sealed by a Kansas registered Landscape Architect, shall be submitted prior to final occupancy that states that all landscaping has been installed per the approved landscape plan and all plant material used is to the highest standards of the nursery industry.

21. An erosion control plan for both temporary and permanent measures to be taken during and after construction shall be required at the time of application for building permit.
22. All sidewalks shall be installed as per street construction standards.
23. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
24. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
25. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
26. A sign permit from the Planning Department shall be obtained prior to installation of any signs.
27. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-seven.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney

DESIGN AND DEVELOPMENT CONTACTS:

APPLICANT/OWNER	JPMORGAN CHASE 10 S. DEARBORN 8TH FLOOR CHICAGO, IL 60603 CONTACT: CHRIS FOIT (708) 912-3812
CIVIL ENGINEER	CORE STATES GROUP 6800 CHIPPEWA STREET SUITE 200 ST. LOUIS, MO 63109 CONTACT: PATRICK BENNETT, P.E. (314) 843-4320
ARCHITECT	CORE STATES GROUP 6800 CHIPPEWA STREET SUITE 200 ST. LOUIS, MO 63109 CONTACT: BRUCE LABURS, A.I.A. (314) 843-4320
SURVEYOR	SCHMIDT, BECK & BOYD 1418 SW TOPEKA BOULEVARD TOPEKA, KS 66612 CONTACT: RICHARD T. SCHMIDT, L.S. (785) 215-9630

GOVERNING AGENCIES CONTACTS:

CODES ADMINISTRATION	CITY OF LEAWOOD 4800 TOWN CENTER DR LEAWOOD, KS 66211 (913) 663-4160
PLANNING SERVICES	CITY OF LEAWOOD 4800 TOWN CENTER DR LEAWOOD, KS 66211 (913) 663-4163
ENGINEERING DIVISION	CITY OF LEAWOOD 4800 TOWN CENTER DR LEAWOOD, KS 66211 (913) 663-5700

UTILITY CONTACTS:

GAS COMPANY	KANSAS GAS SERVICE (800) 794-4780
WATER	WATER DISTRICT #1 OF JOHNSON COUNTY (913) 895-1800
ELECTRIC	KANSAS CITY POWER & LIGHT (816) 471-5275

FINAL SITE PLAN APPROVAL FOR CHASE

4700 W 119TH ST
LEAWOOD, KS 66209
LOT 1, TOWN CENTER PLAZA
CITY OF LEAWOOD
JOHNSON COUNTY, KANSAS

SHEET INDEX

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C-2	GENERAL NOTES	CORE STATES									
C-3	DEMOLITION & SOIL EROSION CONTROL PLAN	CORE STATES	△	△	△						
C-4	SITE PLAN	CORE STATES	△	△	△						
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ALERT TO CONTRACTOR:

1. THE SITE WORK FOR THE PROPOSED DEVELOPMENT SHALL MEET OR EXCEED ALL TOWN AND/OR COUNTY AND STATE STANDARDS FOR SITE WORK.

CORE STATES GROUP

DISCLAIMER: PROPRIETARY INFORMATION: THIS DRAWING AND THE DESIGNS CONTAINED HEREIN ARE THE PROPERTY OF CORE STATES GROUP, INC. AND MAY NOT BE REPRODUCED OR USED FOR OTHER PURPOSES THAN THE SPECIFIC PROJECT FOR WHICH THEY WERE INTENDED. ANY REPRODUCTION OF USE IN ANY OTHER PROJECTS, BY ENGINEERS OR ANY OTHER PARTY, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CORE STATES GROUP, INC. IS DEEMED UNLAWFULLY AND AT THE USERS OWN RISK. IF USED IN A NEW BUILD THAT HAS BEEN PREVIOUSLY REVIEWED, USER MUST REQUEST AND OBTAIN AN ORIGINAL PROPER CLEARANCE APPLICATION

CLIENT

CHASE

811 Know what's below. Call before you dig.

REV	DATE	COMMENT	BY
1	[illegible]	REVISED PER CITY COMMENTS	CC
2	[illegible]	REVISED PER CITY COMMENTS	CDF
3	[illegible]	REVISED PER CITY COMMENTS	CC

DOCUMENT
FINAL SITE PLAN

SITE LOCATION
4700 W 119TH ST
LEAWOOD, KS
66209

ENGINEER SEAL

SHEET TITLE
COVER SHEET

JOB #	JPM 21948
DATE	02/20/2019
SCALE	NONE
DRAWN BY	MFS
CHECKED BY	PB

SHEET NO
C-1

[illegible]	
AC	ACRES
ADA	AMERICANS WITH DISABILITY ACT
ARCH	ARCHITECTURAL
BC	BOTTOM OF CURB
BF	BASEMENT FLOOR
BK	BLOCK
BL	BASELINE
BLD	BUILDING
BOL	BOLLARD
BM	BENCH MARK
BRL	BUILDING RESTRICTION LINE
CF	CUBIC FEET
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONN	CONNECTION
CONC	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARDS
DEC	DECORATIVE
DEP	DEPRESSED
DIP	DUCTILE IRON PIPE
DOM	DOMESTIC
ELEC	ELECTRIC
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
EW	END OF WALL
EX	EXISTING
FES	FLARED END SECTION
FF	FINISH FLOOR ELEVATION
FH	FIRE HYDRANT
FG	FINISHED GRADE
G	GRADE
GF	GARAGE FLOOR
GH	GRADE HIGH SIDE OF WALL
GL	GRADE LOW SIDE OF WALL
GRT	GRATE
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HP	HIGH POINT
HOR	HORIZONTAL
HW	HEADWALL
INT	INTERSECTION
INV	INVERT
LF	LINEAR FOOT
LOC	LIMITS OF CLEARING
LOD	LIMITS OF DISTURBANCE
LOS	LINE OF SIGHT
LP	LOW POINT
LS	LANDSCAPE
MAX	MAXIMUM
MIN	MINIMUM
MH	MANHOLE
MJ	MECHANICAL JOINT
OC	ON CENTER
PC	POINT OF CURVATURE
PCCR	POINT OF COMPOUND CURVATURE, CURB RETURN
PI	POINT OF INTERSECTION
POG	POINT OF GRADE
POI	POINT OF INTEREST
PROP	PROPOSED
PT	POINT OF TANGENCY
PTCR	POINT OF TANGENCY, CURB RETURN
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RCPR	REINFORCED CONCRETE WITH RUBBER GASKET
RET-WALL	RETAINING WALL
RW	RIGHT OF WAY
S	SLOPE
SAN	SANITARY SEWER
SF	SQUARE FEET
STA	STATION
STM	STORM
TBR	TO BE REMOVED
TBRL	TO BE RELOCATED
TC	TOP OF CURB
TEL	TELEPHONE
TP	TREE PROTECTION
TW	TOP OF WALL
TYP	TYPICAL
UG	UNDERGROUND
UP	UTILITY POLE
WL	WATER LINE
WM	WATER METER
±	PLUS OR MINUS
°	DEGREE
Ø	DIAMETER
#	NUMBER

GENERAL SITE NOTES

1. ALL CONSTRUCTION MATERIALS AND TECHNIQUES OF INSTALLATION SHALL MEET PERFORMANCE VALUES OF THE MATERIALS SPECIFIED AND COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THIS PROJECT IS CONSTRUCTED IN ACCORDANCE WITH THESE DOCUMENTS AND IN COMPLIANCE WITH CODES INDICATED HEREIN. THE QUALITY OF WORKMANSHIP AND INSTALLATION OF MATERIALS SPECIFIED BY THE ARCHITECT/ENGINEER ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE ARCHITECT/ENGINEER WILL NOT BE HELD RESPONSIBLE FOR ANY SUBSTANDARD OR INSUFFICIENT WORKMANSHIP, MATERIALS, OR SERVICES PROVIDED IN THE EXECUTION OF ANY PHASE OF CONSTRUCTION OF THIS PROJECT.
3. ALL MATERIALS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS. THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL MANUFACTURER'S WARRANTIES WILL BE HONORED.
4. ALL CONDITIONS SHOWN TO BE "EXISTING" SHALL BE VERIFIED IN THE FIELD BY THE GENERAL CONTRACTOR PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE NOTED AND SUBMITTED TO THE OWNER AND THE ARCHITECT/ENGINEER FOR REVIEW. CHANGES TO THE ORIGINAL DESIGN OF THE PROJECT DUE TO EXISTING SITE CONDITIONS MUST BE APPROVED BY BOTH THE OWNER AND THE ARCHITECT/ENGINEER PRIOR TO MAKING ANY CHANGES.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF EXISTING FIELD CONDITIONS AND OF ALL DRAWINGS AND SPECIFICATIONS RELATED TO THEIR FIELD. THE FAILURE TO ACQUAINT HIMSELF WITH THIS PROJECT AND HIS FIELD OF SERVICE SHALL NOT RELIEVE HIM OF ANY RESPONSIBILITY FOR PERFORMING HIS WORK PROPERLY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED DUE TO THE GENERAL CONTRACTOR'S FAILURE TO CONVEY THE NECESSARY KNOWLEDGE TO FAMILIARIZE WORKERS AND SUBCONTRACTORS WITH THIS PROJECT.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THE SAFETY OF ALL PERSONS ON THE JOB SITE AT ALL TIMES INCLUDING (BUT NOT LIMITED TO) SUBCONTRACTORS, FACILITY EMPLOYEES, VENDORS, DESIGN STAFF PROFESSIONALS AND INSPECTION PERSONNEL.
7. THE GENERAL CONTRACTOR SHALL PROVIDE DUMPSTERS, PORTABLE TOILETS AND TEMPORARY POWER FOR UNRESTRICTED PROJECT RELATED USE BY OTHERS FOR THE DURATION OF THE PROJECT.
8. THE GENERAL CONTRACTOR SHALL COORDINATE PROJECT PHASING AND STORAGE OF MATERIALS WITH THE OWNER.
9. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR RECEIVING, UNLOADING, STORING AND PROTECTING OF MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER UNTIL IT HAS BEEN INSTALLED AND ACCEPTED BY THE OWNER.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE AREA CLEAN AND FREE OF DEBRIS AT ALL TIMES DURING CONSTRUCTION. THE GENERAL CONTRACTOR SHALL POWER WASH THE ENTIRE CONSTRUCTION AREA PRIOR TO TURNOVER TO THE OWNER.
11. EXISTING PAVING THAT WILL REMAIN AFTER CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE. AREAS OF EXISTING PAVING THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE SAWCUT, THEN REMOVED AND REPLACED.
12. THE GENERAL CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION, SPECIFIC TO THIS PROJECT PRIOR TO THE START OF ANY DEMOLITION OR CONSTRUCTION. SHOULD ANY UTILITY REQUIRE RELOCATION, CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE ARCHITECT/ENGINEER.
13. SAWCUT AND REMOVE PORTIONS OF EXISTING PAVING ONLY AS REQUIRED TO INSTALL NEW UTILITIES OR TO CONSTRUCT PROPOSED FACILITIES PER THIS PLAN. REPLACE PORTIONS REMOVED TO MATCH EXISTING FLUSH AND SMOOTH.
14. IF REQUESTED BY THE OWNER, PROVIDE TEMPORARY CONSTRUCTION FENCING, MINIMUM 6'-0" HIGH, AROUND ENTIRE AREA OF CONSTRUCTION OR PER THE CLIENTS STANDARDS. FIELD VERIFY EXACT LOCATION AND SPECIFICATIONS OF FENCE WITH THE OWNER PRIOR TO START OF CONSTRUCTION. REMOVE FENCING AT COMPLETION OF PROJECT AND PATCH PAVING AS REQUIRED AT FENCE POST HOLES.
15. ALL DIMENSIONS ARE TO GROUND LEVEL IMPROVEMENTS (FACE OF CURB, CONCRETE SLAB, ETC.) UNLESS NOTED OTHERWISE.
16. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
17. CONTRACTOR SHALL MATCH PROPOSED CURB AND GUTTER, CONCRETE, AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
18. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND BE CONSTRUCTED TO SAME.
19. CONTRACTOR IS RESPONSIBLE FOR REPAIRING THE DAMAGE DONE TO ANY EXISTING ITEM TO REMAIN DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO, OR BETTER THAN, EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY OWNER PRIOR TO CONSTRUCTION START.
20. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING APPURTENANCES, STAIRS, RAMPS, SLOPE PAVING, SIDEWALKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
21. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED OR SOD, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
22. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, UNLESS OTHERWISE NOTED ON PLANS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
24. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE SPECIFICATIONS IN THE CONTRACT DOCUMENTS.
25. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER OF RECORD BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL.
26. IN THE EVENT THE CONSTRUCTION IS ABANDONED PRIOR TO THE COMPLETION OF THE PROJECT, ALL CONSTRUCTION AND STOCKPILED VEGETATIVE DEBRIS AND FILL SHALL BE REMOVED FROM THE SITE AND THE SITE SHALL BE STABILIZED PER THE PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES IMPOSED.
27. THESE PLANS ARE INTENDED TO AND SHALL COMPLY WITH AMERICANS WITH DISABILITIES ACT.
28. ALL VEGETATION FROM CLEARING AND GRUBBING SHALL BE DISPOSED OF OFF-SITE.
29. CONTRACTOR IS RESPONSIBLE FOR PERMITTING, INSTALLATION AND MAINTENANCE OF ALL MAINTENANCE OF TRAFFIC OPERATIONS DURING CONSTRUCTION. MAINTENANCE OF TRAFFIC SHALL CONFORM TO GOVERNING AGENCY STANDARDS.
30. ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN THE CITY OF LEAWOOD DEVELOPMENT CODE, ZONING, AND/OR RELATED ORDINANCES, AND MINIMUM TESTING FREQUENCY REQUIREMENTS.
31. CONC CURB:
   - A. CONCRETE CURBS SHALL BE INSTALLED ALONG EVERY STREET WITHIN A DEVELOPMENT AND AT INTERSECTIONS WITH LOCAL ROADS, COUNTY ROADS AND STATE HIGHWAYS. THE STANDARD CURB SECTION TO BE USED SHALL BE NOT MORE THAN 10 FEET IN LENGTH, SHALL BE SET IN ACCORDANCE WITH APPROVED LINES AND GRADES, AND RADIAL CURBS SHALL BE FORMED IN AN ARC SEGMENT, IN A SMOOTH CURVE. CHORD SEGMENTS ARE PROHIBITED. CONCRETE CURBS SHALL BE EIGHT INCHES BY SIX INCHES BY 18 INCHES (SIX-INCH EXPOSED FACE), USING CLASS B CONCRETE HAVING TWENTY-EIGHT-DAY COMPRESSIVE STRENGTH OF 4,000 POUNDS PER SQUARE INCH AND SHALL BE AIR-ENTRAINED AT LOCATIONS SPECIFIED BY THE APPROVING AUTHORITY, THE CURBING SHALL BE DESIGNED TO PROVIDE A RAMP FOR BICYCLES AND/OR WHEELCHAIRS.
   - B. CONCRETE GUTTERS SHALL BE CONSTRUCTED AS A MONOLITHIC STRUCTURE WITH THE CURB WHEN THE GRADE OF THE STREET HAS LESS THAN A ONE-PERCENT SLOPE. THE DIMENSIONS OF THE PARTICULAR PARTS OF THE COMBINED CURB AND GUTTER SHALL BE AS FOLLOWS:

(1) THE TOP OF THE CURB SHALL BE SIX INCHES IN WIDTH.
   - (2) THE REAR FACE OF THE CURB SHALL BE 18 INCHES IN HEIGHT.
   - (3) THE WIDTH OF THE CURB AT THE GUTTER ELEVATION SHALL BE SEVEN INCHES.
   - (4) THE WIDTH OF THE GUTTER SHALL BE 12 INCHES.
   - (5) THE HEIGHT OF THE CURB FACE AT THE GUTTER SHALL BE SIX INCHES, AND THE DEPTH OF THE GUTTER AT THE STREET FACE SHALL ALSO BE SIX INCHES.
   - (6) ALL EXPOSED EDGES SHALL BE ROUNDED WITH A RADIUS OF 3/4 INCH TO ONE INCH.

32. PREVIOUS SITE PLAN REMAINS IN EFFECT EXCEPT AS MODIFIED BY THE PROPOSED REVISIONS.
33. EXISTING CONDITION, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHIC WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WERE TAKEN FROM BOUNDARY AND TOPOGRAPHIC SURVEY.

GATEWAY LAND SERVICES, INC.
9378 OLIVE BLVD.
ST. LOUIS, MO 63132
DATE: OCTOBER 01, 2018
ALTA/NSPS LAND TITLE SURVEY
A TRACT OF LAND IN BLOCK 7
WASHINGTON HEIGHTS,
PB 17, PG 118 CITY BLOCK 6421

34. ALL PHASES OF THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER/DEVELOPER SITE WORK SPECIFICATIONS.
35. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.
36. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
37. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
38. SAFETY NOTICE TO CONTRACTOR: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES ON OR NEAR THE CONSTRUCTION SITE.
39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE AREA CLEAN AND FREE FROM DEBRIS AT ALL TIMES DURING CONSTRUCTION.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND CODES AND OBTAIN ALL REQUIRED PERMITS FOR ANY CONSTRUCTION ACTIVITY.
2. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS SHOWN ON THIS PLAN PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.
3. THE CONTRACTOR SHALL CONTACT ANY MARK-OUT COMPANY BEFORE PERFORMING ANY EXCAVATION WORK.
4. THE CONTRACTOR SHALL INSTALL ALL OWNER CONSTRUCTION FENCING AND EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO THE START OF ANY DEMOLITION OR CONSTRUCTION ACTIVITY.
5. ALL STRUCTURES, UTILITIES, SITE IMPROVEMENTS AND TREES DESIGNATED ON THE DRAWINGS OR DIRECTED BY THE ENGINEER TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY ALL CONSTRUCTION OPERATIONS BY ERECTING BARRIERS, GUARDS AND ENCLOSURES AS SHOWN ON THE DRAWINGS OR OTHER APPROVED MEANS. PROTECTION SHALL BE MAINTAINED UNTIL ALL WORK IN THE VICINITY OF THE WORK BEING PROTECTED HAS BEEN COMPLETED.
6. THE CONTRACTOR SHALL COMPLY WITH ALL DEMOLITION AND NEW CONSTRUCTION INSPECTIONS AS REQUIRED BY FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND BUILDING CODES.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE CONTRACT DOCUMENTS.
8. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
9. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
10. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
11. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
12. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY AND REMOVED TO THE PROPERTY LINE. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
13. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE OWNER.
14. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
15. CONTRACTOR SHALL LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
16. DAMAGE TO ALL EXISTING CONDITIONS DESIGNATED TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
17. ALL DEAD AND DAMAGED SHRUBS TO BE REPLACED IN KIND.

GENERAL UTILITY NOTES:

1. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
2. ALL ELECTRIC, TELEPHONE AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
3. CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY SAID ENGINEER.
4. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
5. PRIOR TO CONSTRUCTION, THE GENERAL CONTRACTOR SHALL VERIFY THAT "STUB OUTS" FOR POWER, TELEPHONE, FIBER OPTICS, WATER AND SEWER (IF APPLICABLE) HAVE BEEN PROVIDED BY OTHERS AT THE AREA ADJACENT TO THE PROPOSED BUILDING. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CONNECTIONS AT THE BUILDING.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SCHEDULE FOR INSTALLATION WITH THE UTILITY COMPANIES AND THE OWNER. ALL EXISTING CONDITIONS THAT ARE REMOVED OR DISRUPTED DURING THE PLACEMENT OF NEW UTILITIES SHALL BE REPLACED OR REPAIRED TO MATCH ORIGINAL CONDITIONS. ANY EXISTING UTILITIES DISRUPTED DURING PLACEMENT OF NEW UTILITIES SHALL BE REPAIRED AND OPERATING NORMALLY THE SAME DAY OF DISRUPTION. ITEMS THAT MAY NEED TO BE REPLACED OR REPAIRED INCLUDE BUT ARE NOT LIMITED TO: EXISTING ASPHALT PAVING, EXISTING CONCRETE PAVING, WATER LINES, IRRIGATION LINES, GRASS AREAS, LANDSCAPING, AND SITE LIGHTING. THE GENERAL CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL EXISTING ITEMS THAT WILL BE DISRUPTED DURING THE PLACEMENT OF NEW UTILITIES AND PROVIDE THE OWNER A DETAILED PHASING SCHEDULE OUTLINING THE TIMELINE FOR INSTALLATION OF NEW UTILITIES INCLUDING THE PROPOSED TIMES THAT EXISTING ITEMS WILL BE DISRUPTED. THE NEW UTILITIES TRENCH WIDTH AND DEPTH SHALL MEET ALL LOCAL AND STATE REQUIREMENTS FOR THE DISPLACEMENT OF ALL UTILITIES. IF DIRECTIONAL BORING IS USED FOR INSTALLATION, THE ABOVE LISTED ITEMS ARE STILL REQUIRED TO BE SUBMITTED TO THE OWNER.
7. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
8. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
9. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
10. UNDERGROUND UTILITY LINES SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
11. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 4000 P.S.I.
12. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
13. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
14. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.
15. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
16. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES, GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE IN ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
17. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
18. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
19. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACKFILLED AND COMPACTED IN ACCORDANCE WITH SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
20. SHOP DRAWINGS FOR ALL MATERIALS AND APPURTENANCE SHALL BE SUBMITTED TO AND APPROVED BY THE GOVERNING UTILITY DEPARTMENT. CONTRACTOR TO COPY THE ENGINEER OF RECORD WITH APPROVED DRAWINGS AS REQUIRED. NO WORK IS TO BEGIN UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED, APPROVED AND RETURNED TO THE CONTRACTOR.
21. AT LEAST THREE WEEKS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY/COUNTY AND THE UTILITY COMPANY AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE AND OTHER INFORMATION AS REQUIRED. THE CITY/COUNTY ENGINEERING INSPECTION OFFICE SHOULD ALSO BE CONTACTED FIVE DAYS PRIOR TO CONSTRUCTION TO ENSURE AVAILABILITY OF INSPECTION PERSONAL. ANY WORK PREFORMED PRIOR TO NOTIFYING THE CITY/COUNTY ENGINEERING INSPECTION OFFICE OR WITHOUT A DEPARTMENT INSPECTOR PRESENT MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE SOLE EXPENSE OF THE CONTRACTOR.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING WATER MAINS, FORCE MAINS, SANITARY SEWER AND STORM MAINS AND MAINTAIN A MINIMUM CLEARANCE BETWEEN WATER MAINS AND OTHER UTILITIES AT ALL POINTS ALONG THEIR LENGTH AS REQUIRED IN THE PLANS, DETAILS, AND SPECIFICATIONS.
23. SANITARY SEWER, FORCE MAINS, SEWER LATERALS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS AND/OR WATER SERVICES WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS, SEWER LATERALS, AND STORM SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE TOP OF THE LOWER PIPE.
24. A MINIMUM HORIZONTAL DISTANCE OF TEN FEET SHOULD BE MAINTAINED BETWEEN WATER LINES AND SEWER LINES OR OTHER SOURCES OF CONTAMINATION. WATER LINES AND SEWERS SHALL NOT BE LAID IN THE SAME TRENCH EXCEPT ON THE WRITTEN APPROVAL OF THE AUTHORITY HAVING JURISDICTION. WATER MAINS NECESSARILY IN CLOSE PROXIMITY TO SEWERS MUST BE PLACED SO THAT THE BOTTOM OF THE WATER LINE WILL BE AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER LINE AT ITS HIGHEST POINT. IF THIS DISTANCE MUST UNAVOIDABLY BE REDUCED, THE WATER LINE OR THE SEWER LINE MUST BE ENCASED IN WATERTIGHT PIPE WITH SEALED WATERTIGHT ENDS EXTENDING AT LEAST TEN FEET EITHER SIDE OF THE CROSSING. ANY JOINT IN THE ENCASEMENT PIPE IS TO BE MECHANICALLY RESTRAINED. THE ENCASEMENT PIPE MAY BE VENTED TO THE SURFACE IF CARRYING WATER OR SEWER UNDER PRESSURE. WHERE A WATER LINE MUST UNAVOIDABLY PASS BENEATH THE SEWER LINE, AT LEAST 18 INCHES OF SEPARATION MUST BE MAINTAINED BETWEEN THE OUTSIDE OF THE TWO PIPES IN ADDITION TO THE PRECEDING ENCASEMENT REQUIREMENT. EXCEPTIONS TO THIS MUST BE APPROVED IN WRITING BY THE AUTHORITY HAVING JURISDICTION.
25. A MINIMUM HORIZONTAL DISTANCE OF THREE FEET SHALL BE MAINTAINED BETWEEN WATER LINES AND OTHER UNDERGROUND OF A NONSANITARY NATURE (GAS, ELECTRIC, ETC.). EXCEPTIONS TO THIS MUST BE APPROVED IN WRITING BY THE AUTHORITY HAVING JURISDICTION.
26. A MINIMUM 10 FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.
27. ALL DIP SHALL BE CLASS 50 OR HIGHER. DUCTILE IRON FITTINGS SHALL BE CLASS 350. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED.
28. TREES SHALL BE PLACED SO AS TO AVOID BURIED UTILITIES.
29. ALL UTILITY MAIN LENGTHS SHOWN ARE APPROXIMATE. ALL MANHOLE TOP ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL SET MANHOLE TOP LEVEL WITH FINISH PAVEMENT GRADES.
30. PRESSURE PIPE TESTING SPECIFICATIONS SHALL REFERENCE THE CITY/COUNTY AND/OR FIRE DEPARTMENT.
31. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. THIS AND THE FINAL CONNECTIONS OF THE SERVICE SHALL BE COMPLETED 30 DAYS PRIOR TO POSSESSION.
32. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
33. REFER TO BUILDING PLANS FOR SITE ELECTRICAL PLAN.

GENERAL PAVING AND GRADING NOTES:

1. ALL PAVING AND GRADING CONSTRUCTION MATERIALS AND METHODS SHALL MEET THE STANDARD SPECIFICATIONS AND REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.
2. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY, UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
4. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
5. PRECAST STRUCTURES MAY BE USED AT CONTRACTOR'S OPTION AND SHALL MEET ALL AUTHORITY HAVING JURISDICTION REQUIREMENTS/SPECIFICATIONS AT A MINIMUM.
6. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
7. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL NPDES PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
8. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
9. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
10. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY A LICENSED PROFESSIONAL SURVEYOR AND MAPPER. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
11. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
12. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
13. ALL PAVING, CONSTRUCTION MATERIALS, AND WORKMANSHIP WITHIN RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION SPECIFICATIONS AND STANDARDS (LATEST EDITION) RESPECTIVELY.
14. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III UNLESS OTHERWISE NOTED AND INSTALLED IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES LATEST REQUIREMENTS AND SPECIFICATIONS OR AUTHORITY HAVING JURISDICTION SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
15. ALL CONCRETE USED ON THE SITE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS. ALL CONCRETE SIDEWALKS SHALL HAVE CONTROL JOINTS CUT ON 5-FOOT CENTERS AND EXPANSION JOINTS PLACED ON 50-FOOT CENTERS, CHANGES IN DIRECTION, AND ABUTTING SEPARATE POURS. CONTRACTION JOINT SPACING MATCHES WIDTH OF SIDEWALK AND EXPANSION JOINTS ARE REQUIRED AT A MAXIMUM OF 72 FEET. THIS WOULD MEAN 36 FEET FOR A 6 INCH CURB. PAVEMENT JOINTS SHALL BE SPACED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND/OR DETAILS.
16. THE CONTRACTOR SHALL ENSURE THAT ALL PLANTING AREAS (INTERIOR ISLANDS, FOUNDATION PLANTING AREAS, ETC.) ARE NOT COMPACTED AND DO NOT CONTAIN LIMEROCK OR OTHER MATERIAL (CLAY, SUBGRADE MATERIAL, MARL, ETC.) WHICH MAY ADVERSELY AFFECT DRAINAGE OF GREEN AREAS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND BACKFILL WITH CLEAN, FREE DRAINING TOPSOIL.
17. CONTRACTOR IS SPECIFICALLY CAUTIONED, DEPENDING ON THE TIME OF YEAR AND PROJECT LOCATION, DEWATERING MAY BE REQUIRED.
18. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND ARCHITECT/ENGINEER PRIOR TO EXCAVATION.
19. STRIP TOPSOIL AND ORGANIC MATTER AND PAVING MATERIAL FROM ALL AREAS TO BE IMPERVIOUS. TOPSOIL SHALL BE STOCKPILED ON SITE FOR REPLACEMENT ON SLOPES AND ALL OTHER GREEN AND LANDSCAPE AREAS.
20. FIELD DENSITY TESTS SHALL BE TAKEN AT FREQUENCY AS REQUIRED IN THE SPECIFICATIONS OR AS REQUIRED BY THE GOVERNING REGULATORY AGENCY, WHICH EVER IS MORE STRINGENT.
21. CONTRACTOR SHALL ENSURE POSITIVE FLOW TO ALL INLETS WITHIN DRAINAGE BASINS TO PRECLUDE PONDED WATER.
22. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL SEDIMENT, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED.

SOIL EROSION AND SEDIMENT CONTROL NOTES:

1. ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATION AND/OR INSTALLATION OF PROPOSED STRUCTURES OR UTILITIES.
2. SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN KANSAS.
3. APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE UNTIL CONSTRUCTION IS COMPLETED AND/OR THE AREA IS STABILIZED.
4. THE CONTRACTOR SHALL PERFORM ALL WORK, FURNISH ALL MATERIALS AND INSTALL ALL MEASURES REQUIRED TO REASONABLY CONTROL SOIL EROSION RESULTING FROM CONSTRUCTION OPERATIONS AND PREVENT EXCESSIVE FLOW OF SEDIMENT FROM THE CONSTRUCTION SITE.
5. ANY DISTURBED AREA THAT IS TO BE LEFT EXPOSED FOR MORE THAN THIRTY (30) DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL IMMEDIATELY RECEIVE A TEMPORARY SEEDING AND FERTILIZATION IN ACCORDANCE WITH THE KANSAS STANDARDS AND THEIR RATES SHOULD BE INCLUDED IN THE NARRATIVE. IF THE SEASON PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH SALT HAY OR EQUIVALENT AND ANCHORED.
6. ALL SEDIMENTATION STRUCTURES WILL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS AND AFTER EVERY STORM EVENT.
7. PAVED AREAS MUST BE KEPT CLEAN AT ALL TIMES.
8. ALL CATCH BASIN INLETS WILL BE PROTECTED ACCORDING TO THE CERTIFIED PLAN.
9. ALL STORM DRAINAGE OUTLETS WILL BE STABILIZED, AS REQUIRED, BEFORE THE DISCHARGE POINTS BECOME OPERATIONAL.
10. MULCHING IS REQUIRED ON ALL SEEDED AREAS TO INSURE AGAINST EROSION BEFORE GRASS IS ESTABLISHED TO PROMOTE EARLIER VEGETATION COVER.
11. OFFSITE SEDIMENT DISTURBANCE MAY REQUIRE ADDITIONAL CONTROL MEASURES TO BE DETERMINED BY THE EROSION CONTROL INSPECTOR.
12. THE CITY OF LEAWOOD SHALL BE NOTIFIED 72 HOURS PRIOR TO ANY LAND DISTURBANCE.
13. ANY CONVEYANCE OF THIS PROJECT PRIOR TO ITS COMPLETION WILL TRANSFER FULL RESPONSIBILITY FOR COMPLIANCE WITH THE CERTIFIED PLAN TO ANY SUBSEQUENT OWNERS.
14. MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1 UNLESS OTHERWISE APPROVED BY THE DISTRICT.
15. ADJOINING PROPERTIES SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
16. USE STAGED CONSTRUCTION METHODS TO MINIMIZE EXPOSED SURFACES, WHERE APPLICABLE.
17. ALL VEGETATIVE MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK OF THE AMERICAN ASSOCIATION OF THE NURSERYMAN.
18. NATURAL VEGETATION AND SPECIES SHALL BE RETAINED WHERE SPECIFIED ON THE LANDSCAPING PLAN.
19. THE SOIL EROSION INSPECTOR MAY REQUIRE ADDITIONAL SOIL EROSION MEASURES TO BE INSTALLED, AS DIRECTED BY THE INSPECTOR.
20. NO MATERIALS SHALL BE STORED ON SITE DURING CONSTRUCTION. ALL MATERIAL EXCAVATED SHALL BE REMOVED FROM THE SITE THAT SAME DAY.

CORE STATES GROUP

[illegible]

CLIENT

CHASE

811 Know what's below. Call before you dig.

REV	DATE	COMMENT	BY
1	[illegible]	REVISED PER CITY COMMENTS	CC
2	[illegible]	REVISED PER CITY COMMENTS	CDF
3	[illegible]	REVISED PER CITY COMMENTS	CC

DOCUMENT
FINAL SITE PLAN

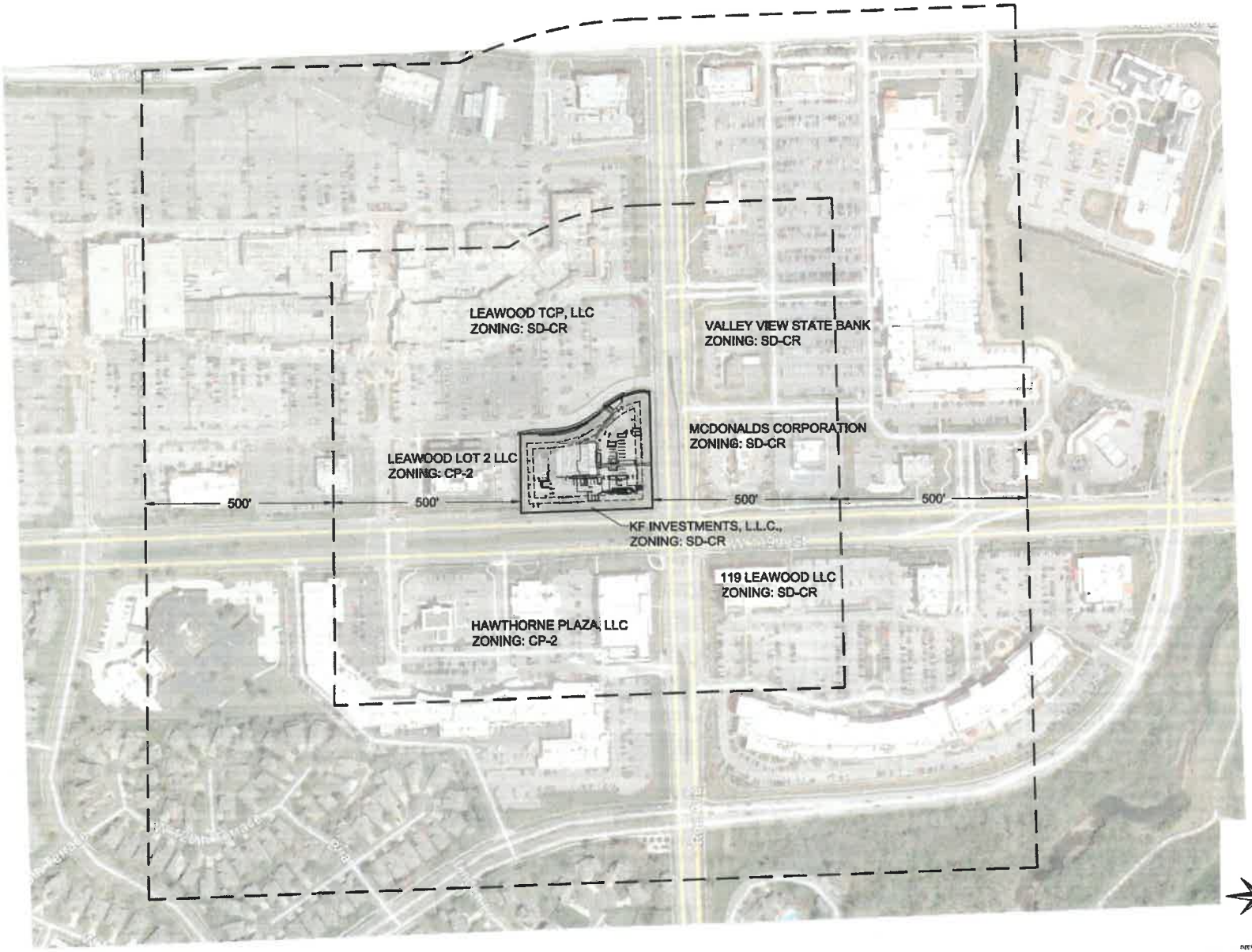
SITE LOCATION
4700 W 119TH ST
LEAWOOD, KS
66209

ENGINEER SEAL
02/20/19

SHEET TITLE
GENERAL NOTES

JOB #	[illegible]
DATE	[illegible]
SCALE	NONE
DRAWN BY	MFS
CHECKED BY	PB

SHEET NO.
C-2



CORE STATES GROUP

CHASE

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PLAN

02/20/19

GENERAL NOTES:

1. THIS PROJECT REFERENCES A SURVEY PREPARED BY:
   SCHMIDT, BECK & BOYD
   1415 SW TOPEKA BOULEVARD
   TOPEKA, KANSAS 66612
   DATE: OCTOBER 29, 2018
   ALTA/NSPS LAND TITLE SURVEY
   LOT 1, TOWN CENTER PLAZA
   4700 W 119TH STREET
   CITY OF LEAWOOD
   COUNTY OF JOHNSON
   STATE OF KANSAS
2. CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO COMMENCING ANY WORK.

MAINTENANCE

ALL MEASURES STATED ON THIS PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING.

1. INLET PROTECTION SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE INLET PROTECTION WHEN CLOGGING BECOMES APPARENT.
2. SILT FENCE SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED.

LIMITS OF DISTURBANCE
(AREA: 34 986 SF/0.80 AC)

DEMOLITION KEY NOTES:

A. EXISTING CONCRETE CURB AND GUTTER TO BE REMOVED.
B. EXISTING CONCRETE CURB AND GUTTER TO REMAIN CONTRACTOR TO PROTECT IN PLACE.
C. EXISTING HARDSCAPE TO BE REMOVED.
D. EXISTING WALK TO BE SAWCUT/REMOVED TO CLOSEST JOINTING.
E. EXISTING WALK TO REMAIN CONTRACTOR TO PROTECT IN PLACE.
F. SAWCUT LINE.
G. EXISTING TREE TO BE REMOVED.
H. EXISTING STRIPING TO BE REMOVED.
I. EXISTING LIGHT POLE TO BE REMOVED.

SEQUENCE OF CONSTRUCTION:

PHASE I

1. INSTALL TEMPORARY SILT PROTECTION(S) AND SILT FENCE.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA AT LOCATION IN PARKING LOT DESIGNATED BY OWNER.
3. BEGIN DEMOLITION ACTIVITIES HARDSCAPE REMOVAL.
4. START CONSTRUCTION OF BUILDING.

PHASE II

1. TEMPORARILY SEED OR MULCH, THROUGHOUT CONSTRUCTION, EXPOSED AREAS THAT WILL BE INACTIVE FOR 3 DAYS OR MORE.
2. INSTALL CURB AND PARKING BUMPER.
3. PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
4. PREPARE SITE FOR PAVING.
5. PAVE SITE AND INSTALL SIGNAGE.
6. COMPLETE PAVING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
7. CALL ENGINEER OF RECORD AFTER THE SITE APPEARS TO BE FULLY STABILIZED FOR AN INSPECTION.
8. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER APPROVAL OF THE ENGINEER OF RECORD AND STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF THE SWP.
9. CONTINUE DAILY INSPECTION REPORTS UNTIL THE FINAL DAILY INSPECTION IS SIGNED OFF BY THE OWNER STATE THE SITE IS FULLY STABILIZED AND THE PERMIT MAY BE TERMINATED.

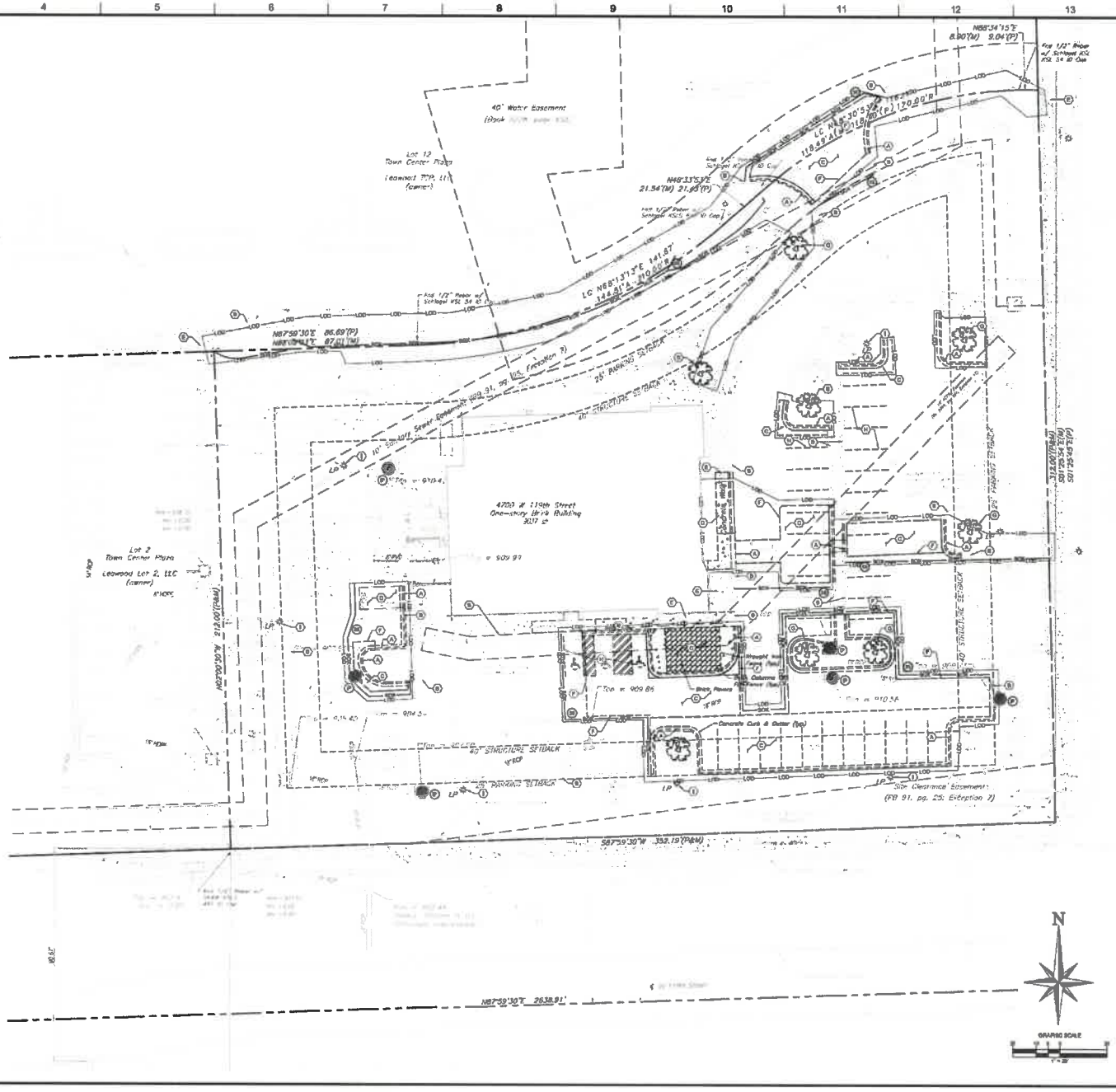
NOTE: THE GENERAL CONTRACTOR MAY COMPLETE CONSTRUCTION-RELATED ACTIVITIES CONCURRENTLY ONLY IF ALL PRECEDING SWPP HAVE BEEN COMPLETELY INSTALLED.

EXISTING LEGEND

- PROPERTY BOUNDARY LINE
- CENTER LINE OF EXISTING ROADWAY
- ADJOINING PROPERTY LINE
- EXISTING TREE LINE
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EXISTING FENCE
- EXISTING BLOCK NUMBER
- EXISTING LOT NUMBER
- EXISTING 5' INTERVAL CONTOUR LINE
- EXISTING 1' INTERVAL CONTOUR LINE
- EXISTING TREE
- EXISTING GAS MAIN
- EXISTING UTILITY POLE
- EXISTING STORM STRUCTURES
- EXISTING SANITARY STRUCTURES
- EXISTING WATER MAIN
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELEPHONE
- EXISTING OVERHEAD WIRES
- EXISTING SANITARY
- EXISTING STORM
- DEMO CURB
- DEMO GRAVEL ROAD
- DEMO ASPHALT
- DEMO PROPERTY LINE
- DEMO TREE
- DEMO UTILITY POLE
- PROPOSED SAWCUT LINE
- LOD — LOD — LIMITS OF DISTURBANCE

E&S LEGEND

- BOX — B — SILT BOXES, REFER TO SHEET C0-4 FOR DETAIL.
- INLET PROTECTION, REFER TO SHEET C0-3 FOR DETAIL.
- LOD — LOD — LIMIT OF DISTURBANCE (AREA: 15,633 SF / 0.359 AC)



CORE STATES GROUP

CLIENT

CHASE

811

REV	DATE	COMMENT	BY
1	[illegible]	REVISED PER CITY COMMENTS	CC
2	[illegible]	REVISED PER CITY COMMENTS	CDF
3	[illegible]	REVISED PER CITY COMMENTS	CC

DOCUMENT
FINAL SITE PLAN

SITE LOCATION
4700 W 119TH ST
LEAWOOD, KS
66209

ENGINEER SEAL
10/20/19

SHEET TITLE
DEMOLITION & SOIL EROSION CONTROL PLAN

JOB #	[illegible]
DATE:	01/01/2019
SCALE	1" = 20'
DRAWN BY	MPS
CHECKED BY	PS

SHEET NO.
C-3

GENERAL NOTES:

KEYED NOTES:

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

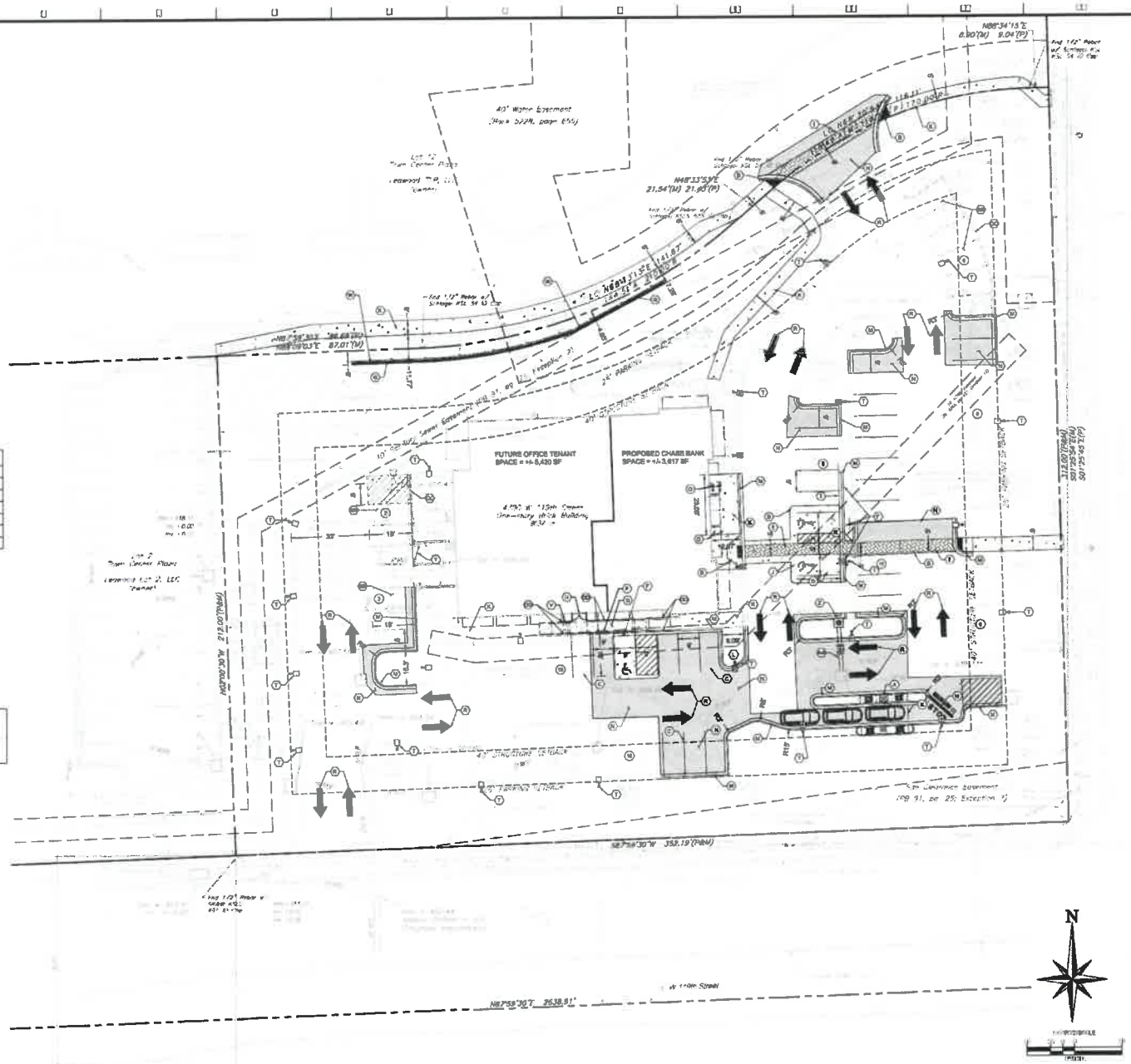
PROPOSED LOADING

OPEN SPACE LOADING

MILL AND OVERLAY ENTIRE LOT

SIDE LEGEND

- EXISTING PROPERTY BOUNDARY LINE
- EXISTING ADJOINING PROPERTY LINE
- EXISTING ROAD CENTERLINE
- PROPOSED ROAD CENTERLINE
- PROPOSED DITCH CENTERLINE
- PROPOSED LIMITS OF SMP / DETENTION
- PROPOSED WATER STRUCTURES
- PROPOSED STORM STRUCTURES
- PROPOSED SANITARY STRUCTURES
- EXISTING SANITARY STRUCTURES
- EXISTING WATER STRUCTURES
- PROPOSED PARKING COUNT
- PROPOSED VEHICLE CIRCULATION PATTERN



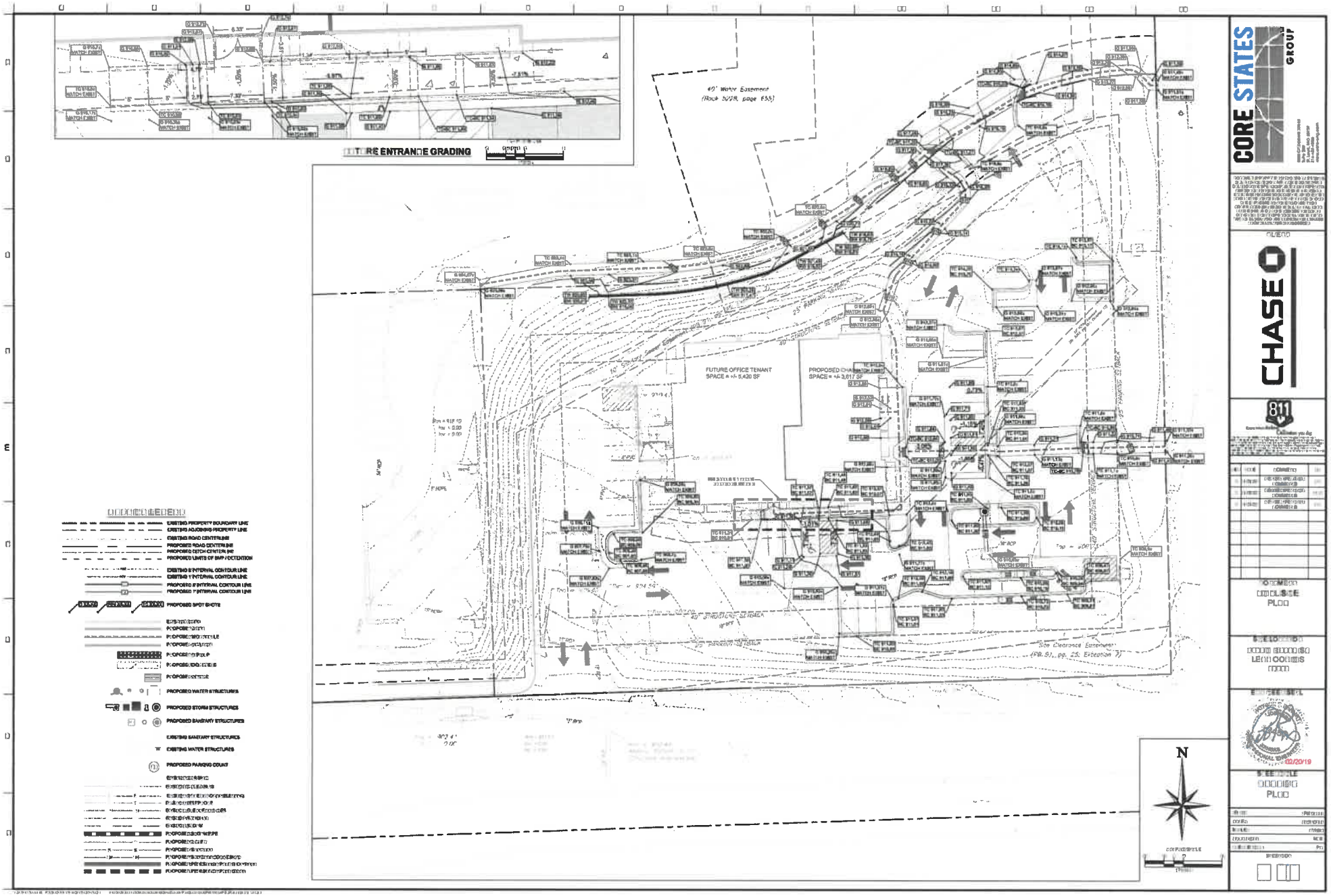
CORE STATES GROUP

CHASE O

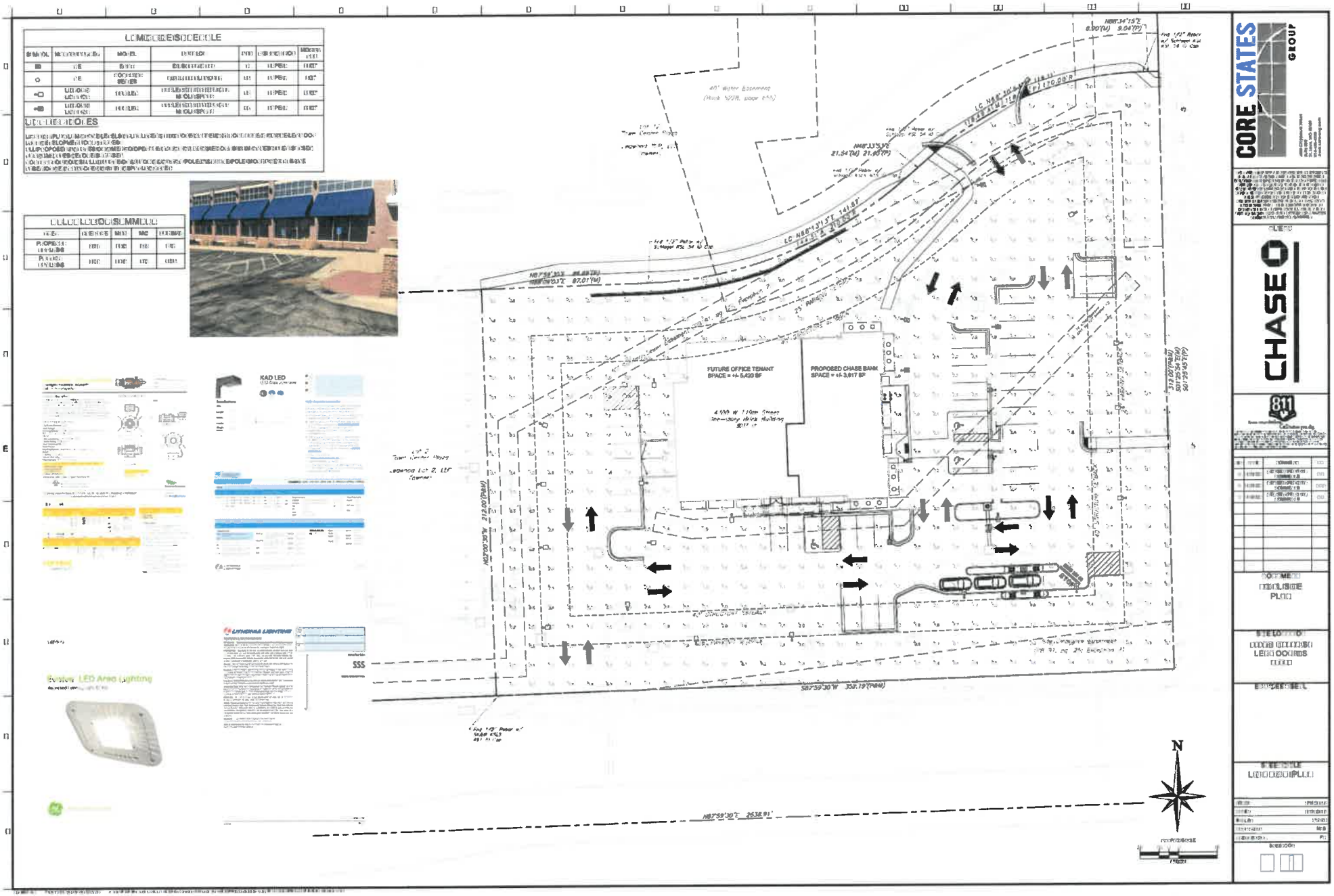
811

PLAN

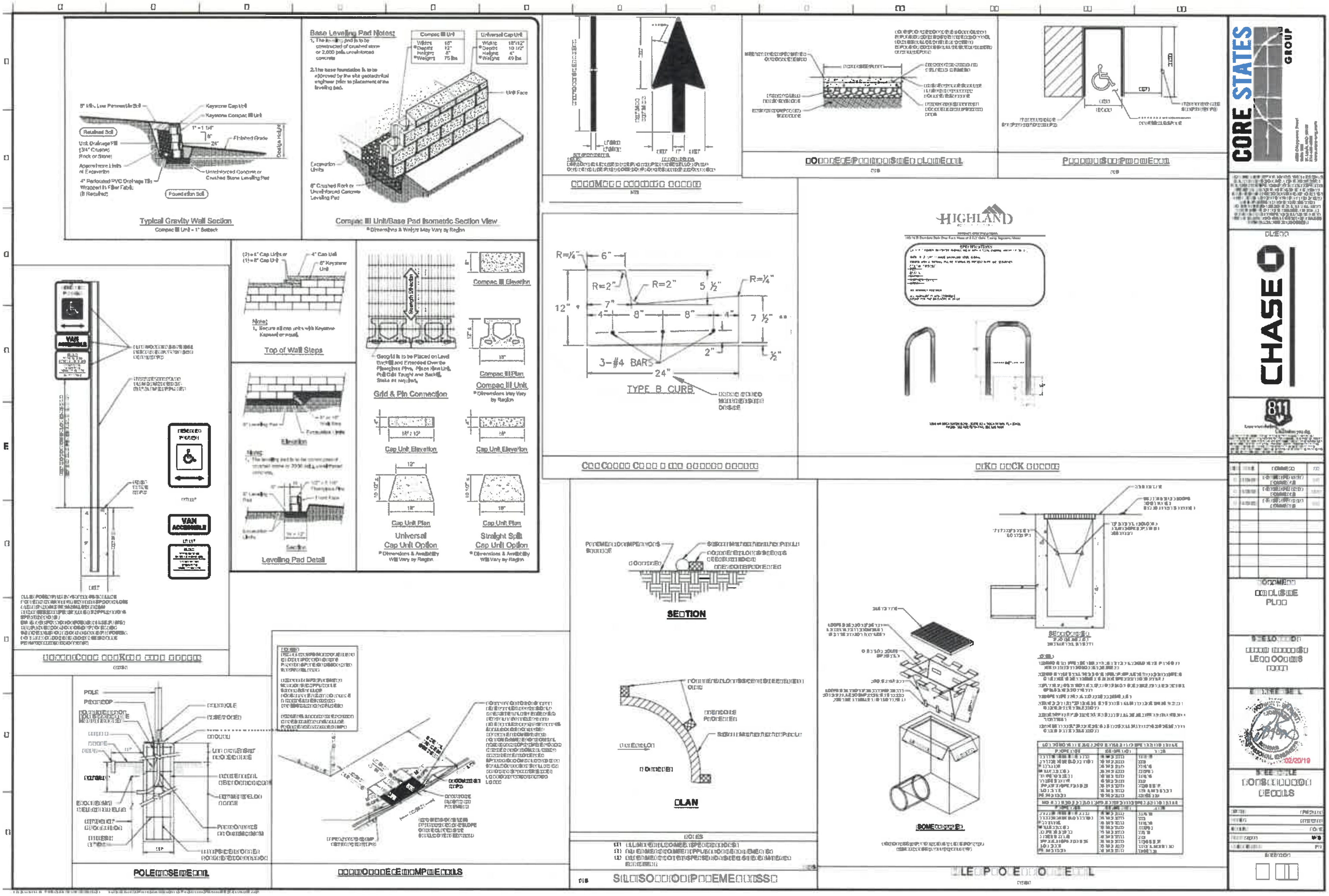
SIDE PLAN



FUTURE ENTRANCE GRADING
40' Water Easement
(Rock 5028, page 655)
FUTURE OFFICE TENANT
SPACE = +/- 5,420 SF
PROPOSED CHA
SPACE = +/- 3,617 SF
40' STRUCTURE SETBACK
25' PARKING SETBACK
Site Clearance Easement
(PB. 9), pg. 25; Exception 7)
N
CORE STATES
GROUP
CHASE
811
PLOT
PLOT
02/20/19



CORE STATES GROUP
CHASE
811
FUTURE OFFICE TENANT SPACE = +/- 5,420 SF
PROPOSED CHASE BANK SPACE = +/- 3,617 SF
KAD LED
LITHONIA LIGHTING
SSS
N


Base Leveling Pad Notes:
1. The leveling pad is to be constructed of crushed stone or 2,000 psi unreinforced concrete.
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.
Compac III Unit
Universal Cap Unit
Unit Face
Keystone Cap Unit
Keystone Compac III Unit
Retained Soil
Finished Grade
Design Height
Unreinforced Concrete or Crushed Stone Leveling Pad
Foundation Soil
Excavation Limits
Typical Gravity Wall Section
Compac III Unit - 1" Setback
Compac III Unit/Base Pad Isometric Section View
Top of Wall Steps
Compac III Elevation
Compac III Plan
Compac III Unit
Grid & Pin Connection
Elevation
Section
Leveling Pad Detail
Cap Unit Elevation
Cap Unit Plan
Universal Cap Unit Option
Straight Split Cap Unit Option
VAN ACCESSIBLE
R=¼"
6"
R=2"
R=2"
5 ½"
R=¼"
12"
7"
4"
8"
8"
4"
7 ½"
3-#4 BARS
2"
½"
24"
TYPE B CURB
HIGHLAND
SECTION
PLAN
POLE
CORE STATES GROUP
CHASE
811
02/20/19

GENERAL NOTES:

KEYED NOTES:

ITEM	EXISTING	EXISTING	PROPOSED	COMMENT
[illegible]	[illegible]	[illegible]	[illegible]	COMPLIANT
[illegible]	[illegible]	[illegible]	[illegible]	COMPLIANT
[illegible]	[illegible]	[illegible]	[illegible]	COMPLIANT
[illegible]	[illegible]	[illegible]	[illegible]	COMPLIANT
[illegible]	[illegible]	[illegible]	[illegible]	COMPLIANT
[illegible]	[illegible]	[illegible]	[illegible]	COMPLIANT

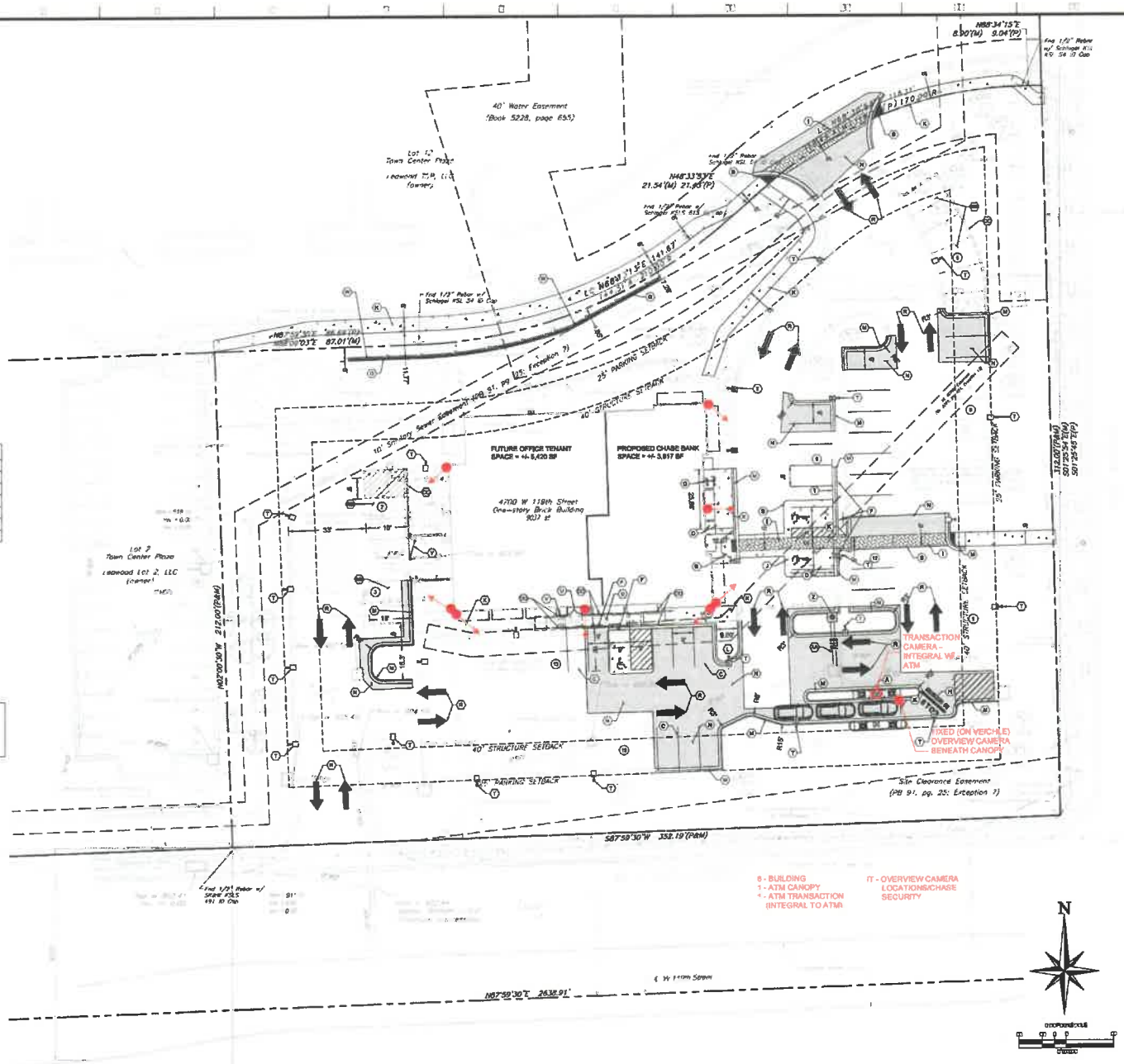
PARKING LOADING

OPEN SPACE LOADING

MILL AND OVERLAY ENTIRE LOT

SITE LEGEND

- EXISTING PROPERTY BOUNDARY LINE
- EXISTING ADJOINING PROPERTY LINE
- EXISTING ROAD CENTERLINE
- PROPOSED ROAD CENTERLINE
- PROPOSED DITCH CENTERLINE
- PROPOSED LIMITS OF SMP / DETENTION
- PROPOSED WATER STRUCTURES
- PROPOSED STORM STRUCTURES
- PROPOSED SANITARY STRUCTURES
- EXISTING SANITARY STRUCTURES
- EXISTING WATER STRUCTURES
- PROPOSED PARKING COUNT
- PROPOSED VEHICLE CIRCULATION PATTERN



CORE STATES GROUP

CHASE

811

COMMENT

DEPLISTE PLAN

SITE LOCATION

LEGEND

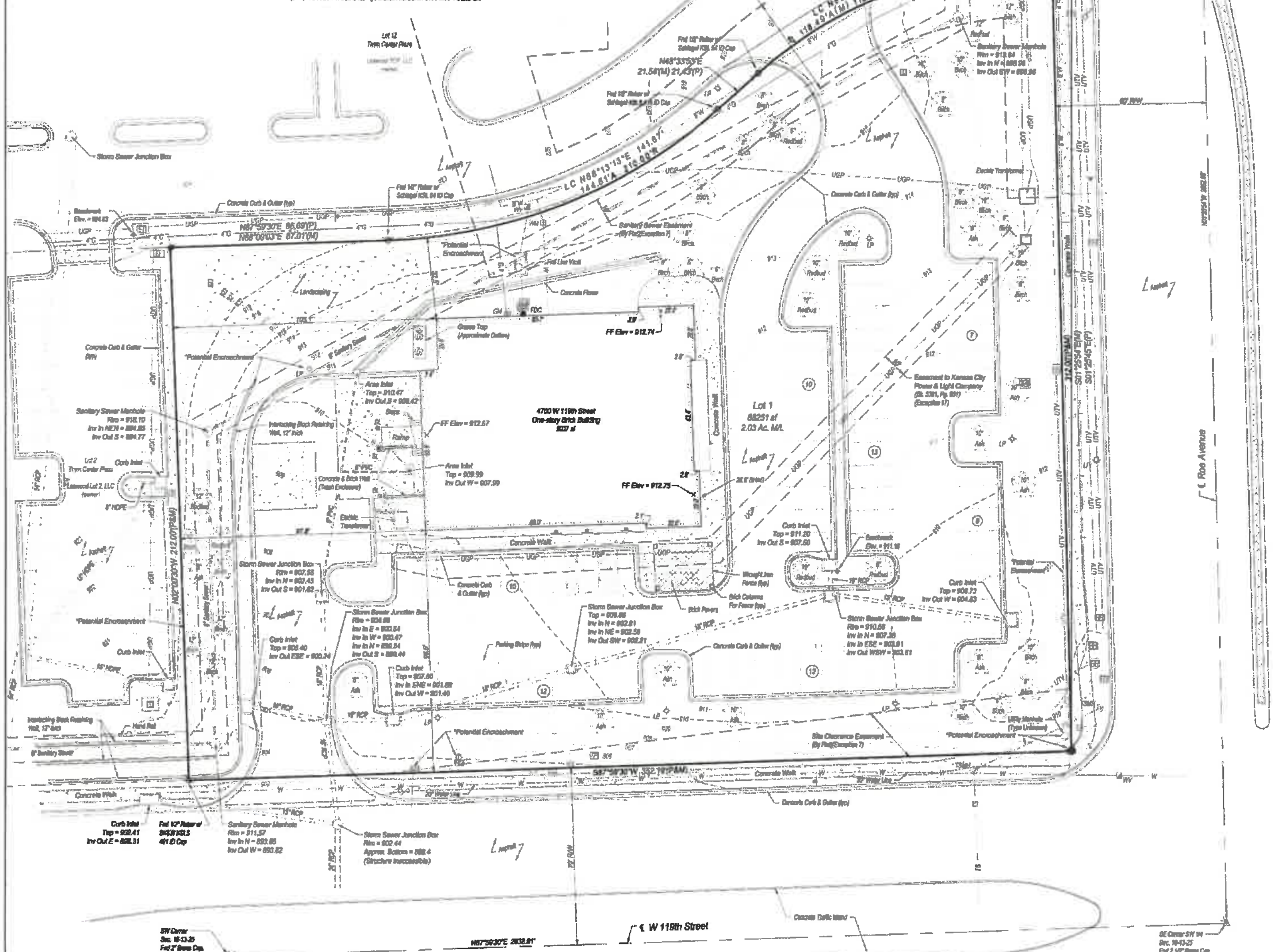
SITE PLAN

SD-CR Zoning District
City of Leawood Development Ordinance

Requirements	Minimum Distance/Area
Front Yard Setback:	Structures: 40 feet Surface Parking (Loading and Service Areas prohibited): 25 feet
Side Yard Setback:	Structures: 45 feet Surface Parking, Loading, and Service Areas: 25 feet
Interior Property Line Setback	Structures: 10 feet Surface Parking, Loading, and Service Areas: 10 feet
Rear Yard Setback:	Structures: 40 feet Surface Parking, Loading, and Service Areas: 25 feet
Open Space	30% minimum
Floor Area Ratio	.25 maximum
Height Limit	50 feet

NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]



Scale: 1" = 20'

0 20'

Location Map

NTS

PROJECT LOCATION

LEGAL DESCRIPTIONS

Tract I

[illegible]

Tract II

[illegible]

Tract III

[illegible]

COMMITMENT FOR TITLE INSURANCE

[illegible]

SCHEDULE B, PART II EXCEPTIONS:

[illegible]

CERTIFICATION

[illegible]

PREPARED FOR:

CoreState Group, Inc.
3039 Premiere Parkway Ste. 700
Duluth, Georgia 30097

SBB

Schmidt, Beck & Boyd Engineering, LLC

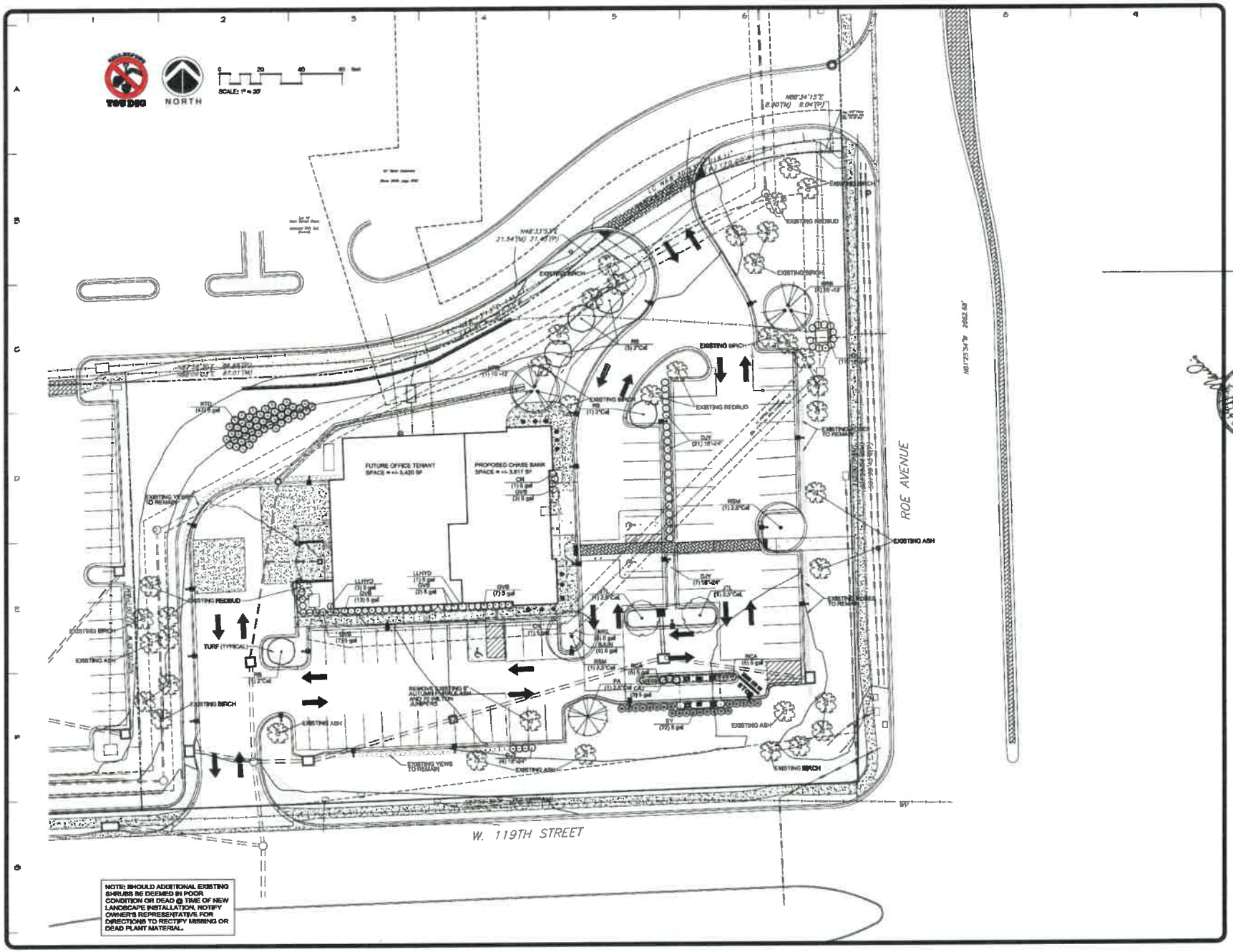
1415 SW Topeka Boulevard
Topeka, Kansas 66612
Ph: (785) 215-8530 / www.sbbeng.com

SHEET TITLE: ALTA/NSPS Land Title Survey

PROJECT LOCATION: 4700 W 119th Street, Leawood, Kansas 66209

SBB Proj. No.:	[illegible]
Drawn by:	JEM
Checked by:	RS
Date:	[illegible]
Drawing No.:	

Sh. 1 of 1



REVISIONS	BY
2/2/14	RHH

PLANTING PLAN FOR THE PROPOSED

Chase Bank

4700 W. 119th STREET LEAWOOD, KANSAS 66209

Landscape TECHNOLOGIES

DRAWN R. HARDIS
CHECKED RHH/EL
DATE 2/1/14
SCALE 1"=20'-0"
JOB No. 2014-108
SHEET

L-1

OF TWO SHEETS

LANDSCAPE GUIDELINE SPECS:

GENERAL:

1.) All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing structures or vegetation from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to public.
2.) The landscape contractor shall be responsible for any coordination and sequencing with other site related work being performed by other contractors. Refer to additional drawings for further coordination of work to be done.
3.) Underground facilities, structures and utilities must be considered approximate only. There may be others not presently known or shown. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of the above (Call utility location services in municipality).
4.) Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to 6" depth minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
5.) It shall be the landscape contractor's responsibility to:
   A.) Verify all existing and proposed features shown on the drawings prior to commencement of work.
   B.) Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision.
   C.) Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect ten (10) days prior to installation.
6.) Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect.
7.) Provide single-stem trees unless otherwise noted in plant schedule.
8.) All plant material shall comply with the recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock".
9.) It shall be the contractor's responsibility to provide for inspection of the plant material by the Landscape Architect (or Owners' Representative) prior to acceptance. Inspections may take place before, during or after installation. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
10.) All bids are to have unit prices listed. The Owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract; quotes shall be valid for 12 months.
11.) Should auger equipment be utilized in excavating any plant pits, vertical sides of plant pits shall be thoroughly scarified to avoid creation of "polished side walls" prior to plant material installation.
12.) All excess topsoil, rocks, debris and/or tainted soils shall be removed by the general contractor prior to point project is turned over to the landscape contractor to commence landscape installation.
13.) Keep all plant material (except turf) a minimum of 36" clear of fire hydrants.
14.) Landscape contractor shall kill & remove all existing weeds within the project site.
15.) All tags, nursery stakes, labels, etc. shall be removed by the landscape contractor at completion of all landscape installation.
16.) Landscape contractor shall be in compliance with all federal, state and local laws / regulations relating to insect infestation and/or plant diseases.
17.) All substitutions of plant material shall be submitted to landscape architect for approval.

PRUNING:

1.) Lightly prune trees at time of planting. Prune only the crossover limbs, intermingled leaders and/or any broken branches. Some interior twigs and lateral branches may be pruned. However, do not remove the terminal buds of branches that extend to the edge of the crown.
2.) All pruning shall comply with ANSI A300 standards.

INSURANCE:

1.) The landscape contractor shall submit certificates of insurance for workman's compensation and general liability.

MULCH:

1.) All mulch to be shredded oak bark mulch at 3" depth (after compaction) unless otherwise noted. Mulch shall be clean and free of all foreign materials, including weeds, mold, deleterious materials, etc.
2.) No plastic sheeting or filter fabric shall be placed beneath shredded bark mulch beds. Mirafi fabric shall be used beneath all gravel mulch beds. Lap fabric 6" over adjacent coverages.
3.) Edge all beds with spade-cut edge unless otherwise noted.

MAINTENANCE:

1.) Landscape Contractor shall provide a separate proposal to maintain all plants, shrubs, groundcover, perennials and annuals for a period of 12 months after acceptance.
2.) Contractor shall ensure that only competent and trained personnel shall provide such services and that such services be provided in a timely manner.
3.) Watering of seeded or sodded lawns shall begin immediately and shall continue to be provided continuously for the following 72 hours. Regardless, the landscape contractor shall be resposible for all landscape maintenance until project turnover.

SIGHT TRIANGLES:

1.) No landscape material or other obstructions shall be placed or be maintained within the sight distance area so as not to impede the vision between a height of thirty inches (30") and ten feet (10') above the adjacent street or paving surfaces.
2.) Sight triangles at the intersection of a public street and a private access way (except for single family residences) shall also be formed by measuring from the point of intersection of the street frontage curbs and the entrance curb lines a distance of 35' and connecting the points so established to form the sight triangle area.

TOPSOIL:

1.) Topsoil mix for all proposed landscape plantings shall be five (5) parts well-drained screened organic topsoil to one (1) part Canadian sphagnum peat moss as per planting details. Roto-till topsoil mix to a depth of 6" minimum and grade smooth.
2.) Provide a soil analysis, as requested, made by an independent soil-testing agency outlining the % of organic matter, inorganic matter, deleterious material, pH and mineral content.
3.) Any foreign topsoil used shall be free of roots, stumps, weeds, brush, stones (larger than 1"), litter or any other extraneous or toxic material. Landscape contractor shall be fully responsible for correcting all negative soil issues prior to plant installation. Killing and removal of all weeds shall be the responsibility of the landscape contractor as part of this task.
4.) Landscape contractor to apply pre-emergent herbicide to all planting beds upon completion of planting operations and before application of shredded bark mulch.
5.) Install siltation controls prior to commencement of any grading operations. Inspect and maintain all siltation fences on a weekly basis until vegetation is established.

MISC. MATERIAL:

1.) Provide stakes and deadmen of sound, new hardwood, free of knotholes and defects.
2.) Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.

TURF:

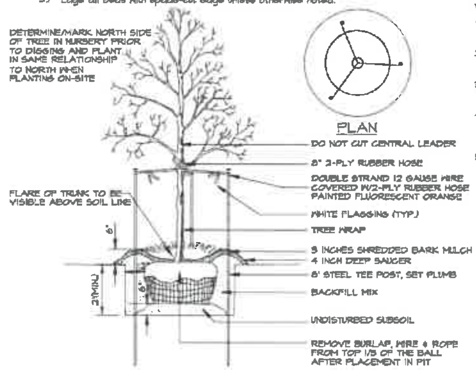
1.) All disturbed lawn areas to be seeded with a mixture of Turf-Type fescue (300# per acre) and bluegrass (18# per acre). Lawn areas shall be unconditionally warranted for a period of 90 days from date of final acceptance. Bare areas more than one square foot per any 30 square feet shall be replaced.
2.) Seed and fertilization operations shall occur between May 1 and June 15th or between September 1 and October 15th unless directed by others in writing AND irrigation system is operating.
3.) Granular or pelleted fertilizer consisting of 50% water-insoluble slow release nitrogen, phosphorous and potassium in a 12-12-12 composition.
4.) The turf contractor shall be responsible for protection of finished grade; restore and repair any erosion or water damage and obtain owners' approval prior to seeding or sod installation.
5.) Landscape contractor shall offer an alternate price for sod in lieu of seed. Sod shall be cut at a uniform thickness of 3/4". No broken pieces, irregular pieces or torn pieces will be accepted.
6.) Any points carrying concentrated water loads and all slopes of 15% or greater shall be sodded.
7.) All sod shall be placed a maximum of 24 hours after harvesting.
8.) Recondition existing lawn areas damaged by Contractor's operations including equipment/material storage and movement of vehicles.
9.) Sod Contractor to ensure sod is placed below sidewalk and all paved area elevations to allow for proper drainage.

WARRANTY:

1.) All plant material (excluding ground cover, perennials and annuals) are to be warranted for a period of 12 months after complete installation of all landscape material at 100% of the installed price.
2.) Any plant material found to be defective shall be removed and replaced within 30 days of notification or in growth season determined to be best for that plant.
3.) Only one replacement per tree or shrub shall be required at the end of the warranty period, unless loss is due to failure to comply with the warranty.
4.) Lawn establishment period will be in effect once the lawn has been mowed three times. Plant establishment period shall commence on the date of acceptance and 100% completion.
5.) A written guarantee shall be provided to the owner per conditions outlined in #1 above.

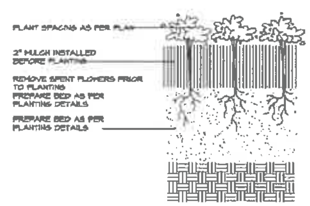
PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
HRB	2	Heritage River Birch / Betula nigra 'Heritage Improved'	10'-12'
PA	1	'Patmore' Ash / Fraxinus pennsylvanica 'Patmore'	2.5"Cal
RSM	2	'Red Sunset' Maple / Acer rubrum 'Frankered'	2.5"Cal
FLOWERING TREES	**QTY**	COMMON NAME / BOTANICAL NAME	SIZE
JTL	2	Ivory Silk Japanese Tree Lilac / Syringa reticulata 'Ivory Silk'	2.5"Cal.
RB	5	Redbud / Cercis canadensis	2"Cal
SHRUBS	**QTY**	COMMON NAME / BOTANICAL NAME	SIZE
RTD	47	Bailey's Red-twig Dogwood / Cornus sericea 'Cardinal'	5 gal
CAJ	3	Compact Andorra Juniper / Juniperus horizontalis 'Plumosa Compacta'	5 gal
CN	1	Coppertina Ninebark / Physocarpus opulifolius 'Coppertina'	5 gal
DJY	25	Dense Japanese Yew / Taxus cuspidata 'Densiformis'	18"-24"
EY	22	Everlow Yew / Taxus x media 'Everlow'	5 gal
GVB	32	Green Velvet Boxwood / Buxus 'Green Velvet'	5 gal
HY	11	Hicks Yew / Taxus media 'Hicksii'	18"-24"
LLHYD	4	Little Lime Hydrangea / Hydrangea paniculata 'Little Lime'	5 gal
RCA	10	Rose Creek Abelia / Abelia x grandiflora 'Rose Creek'	5 gal



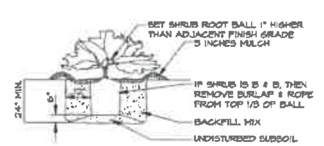
DECIDUOUS TREE PLANTING

N.T.S.



PERENNIAL / ANNUAL PLANTING

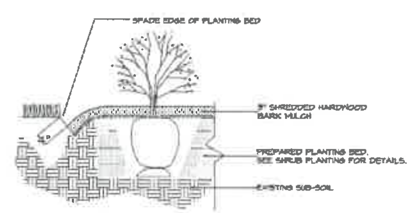
N.T.S.



PRUNE ANY BROKEN BRANCHES AFTER PLANTING. DAMAGED SHRUBS OR BROKEN / CRUMBLING ROOT BALLS WILL BE REJECTED.

SHRUB PLANTING

N.T.S.



SPADE-CUT EDGE DETAIL

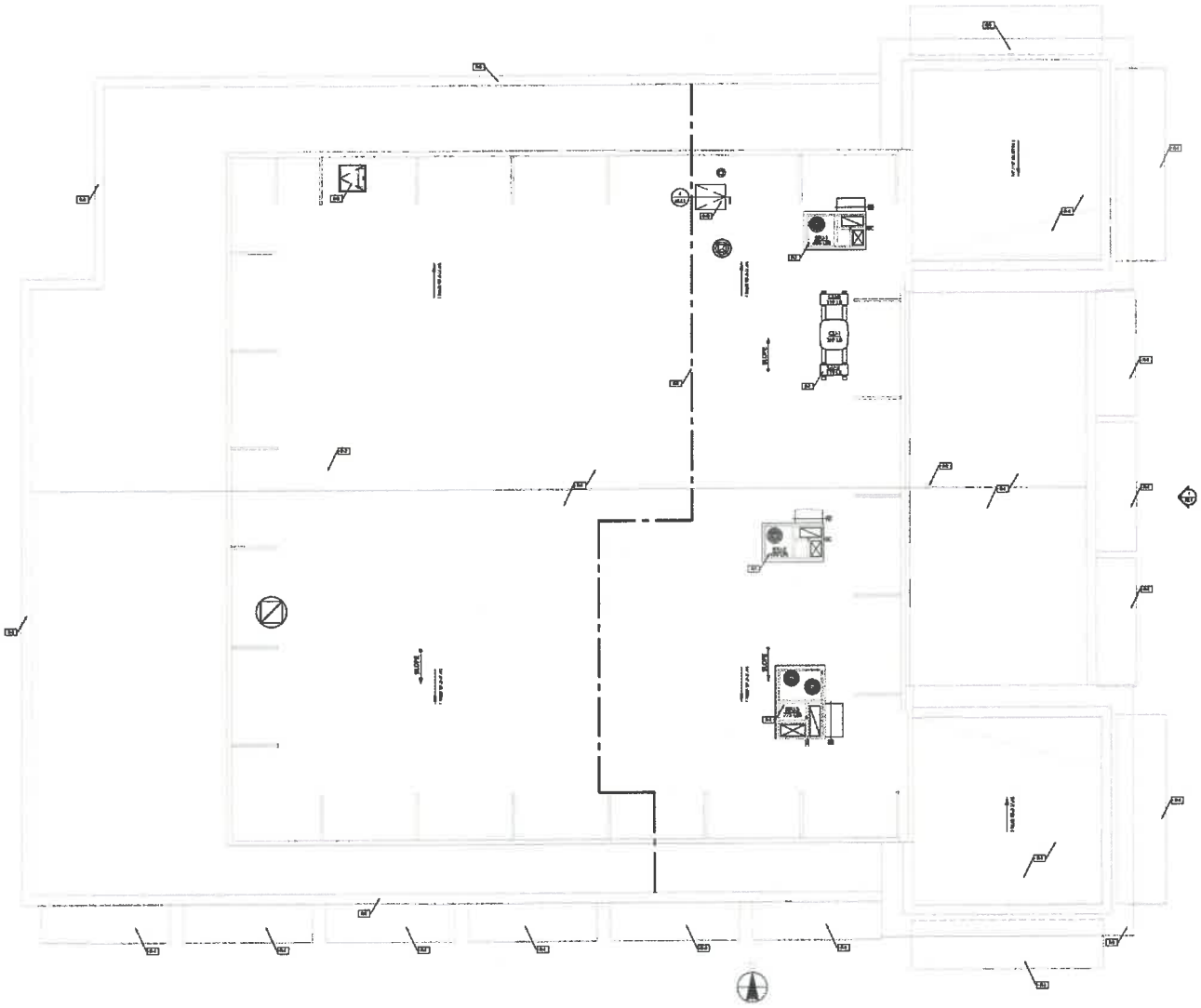
N.T.S.

REVISIONS	BY
2/2/14	RWM

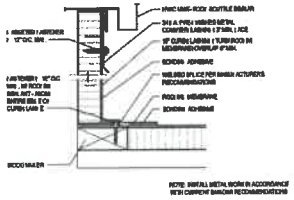
RANDALL W. MARDIS
KANSAS LANDSCAPE ARCHITECT #264
DATE: 2/2/14

PLANTING PLAN FOR THE PROPOSED
Chase Bank
4700 W. 119th STREET   LEAWOOD, KANSAS 66209

DRAWN R. MARDIS
CHECKED RWM
DATE 2/2/14
SCALE N.A.
JOB No. 2014-100
SHEET
L-2
OF TWO SHEETS



1 ROOF PLAN
A1.3.1 3/16" = 1'-0"



2 ROOF EQUIPMENT CURB
A1.3.1 3" = 1'-0"

ROOF PLAN NOTES

1	G. C. TO COORDINATE WITH LANDLORD REPRESENTATIVE ALL ROOF MODIFICATIONS REQUIRED FOR HVAC SYSTEM.

ROOF PLAN KEYNOTES

R-1	EXISTING MEMBRANE ROOF FINISH AND STRUCTURE TO REMAIN AS IS.
R-2	APPROXIMATE LOCATION OF EXISTING ROOF DRAIN.
R-3	APPROXIMATE LOCATION OF EXISTING ROOF HATCH. TO REMAIN AS IS
R-4	EXISTING PRE-FABRICATED CANOPY TO REMAIN AS IS.
R-5	EXISTING PARAPET CAP TO REMAIN AS IS.
R-6	NEW DEMISING WALL BELOW
R-7	MECHANICAL EQUIPMENT VENTILATION UNIT, PACKAGED ROOF TOP HEATING AND COOLING UNIT OR SPLIT-SYSTEM A/C UNIT MOUNTED TO SHOP-FAB. VIBRATION-ISOLATING RAIL OR INSULATED CURB UNIT- LAP FLASH WATER-TIGHT TO ROOFING MEMBRANE
R-8	PLUMBING STACK VENT. PVC BEED AS NEED. MITCH PRE-FABRICATED COMPATIBLE FLASHING BOOT ADHERED TO ROOF MEMBRANE- EXTEND VENT TO ALIGN WITH ADJACENT PARAPET COPING AND PROVIDE LATERAL BRACING AS NEED.
R-9	SURFACE-MOUNT MECHANICAL PIPING GAS AND REFRIGERANT PIPING SUPPORTED ON ROOFING BY BLINE DURABLOK PRE-FAB. RUBBER-BASE GALVANIZED STEEL UNIBSTRUT PIPE SUPPORTS AT 6'-0" o.c. MAX.
R-10	SURFACE-MOUNT SIGNAGE EQUIPMENT ENCLOSURE. WATER-TIGHT SHOP-FABRICATED METAL SIGNAGE ENCLOSURE BY SIGN VENDOR- SECURE TO BACKSIDE OF PARAPET WALL WITH MINIMAL PENETRATIONS OF ROOFING MEMBRANE- PROVIDE PERIMETER WATER-TIGHT SEALANT COMPATIBLE WITH ROOF MEMBRANE
R-11	NEW AIR HANDLING UNIT. COORDINATE WITH MECHANICAL DRAWING S.
R-12	NEW ROOF MOUNTED CONDENSER UNIT. COORDINATE WITH MECHANICAL DRAWING S.
R-13	NEW SS HATCH & LAD. COORDINATE WITH MECHANICAL DRAWING S.
R-14	SCUTTLE: PRE-FAB. INSULATED ROOF SCUTTLE WITH RETRACTABLE SAFETY POST- FLASH WATER-TIGHT TO ROOFING MEMBRANE- PROVIDE CARABINER THROUGH LATCH
R-15	SCUTTLE: PRE-FAB. INSULATED ROOF SCUTTLE WITH RETRACTABLE SAFETY POST- FLASH WATER-TIGHT TO ROOFING MEMBRANE- PROVIDE CARABINER THROUGH LATCH

CHASE
JPMORGAN CHASE, N.A.
ROE & 119TH
4700 W. 119TH ST.
LEAWOOD, KS 66209
38200DP31.5290

CORE STATES GROUP

ARCHITECT OF RECORD

KENNETH J MACKENZIE
LICENSED
7055
KANSAS
ARCHITECT

THESE DRAWINGS ARE NOT COMPLETE WITHOUT THE SEPARATE TYPE WRITTEN SPECIFICATIONS MANUAL WHICH ARE PART OF THE CONTRACT DOCUMENTS.

ISSUE	DATE	DESCRIPTION
	2019.02.18	PERMIT/BID SET

PROJECT INFORMATION

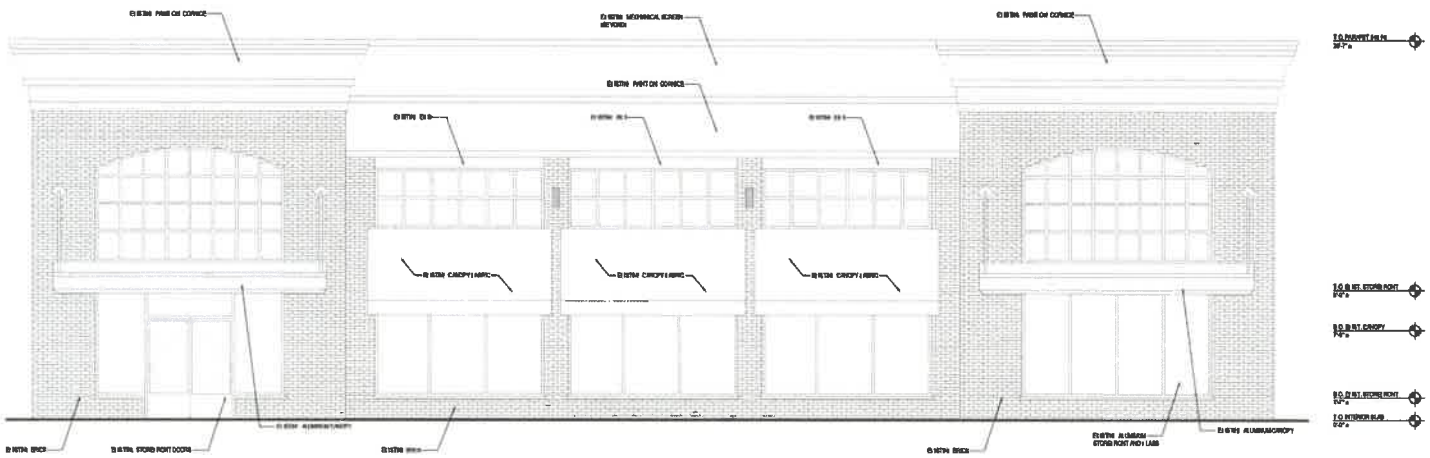
PROJECT NO:	JPM 25580
DATE:	02/18/2019
PROJECT TYPE:	18.3
DRAWN BY:	A. KUNKE
CHECKED BY:	V. ALVAREZ
VERSION:	1.00

SHEET TITLE

ROOF PLAN

SHEET NUMBER

A1.3.1



2 / A2.2 EXISTING ELEVATION - EAST
1/4" ± = 1'-0" ±

1 / A2.2 EXISTING ELEVATION - SOUTH
1/4" ± = 1'-0" ±

CHASE
JPMORGAN CHASE, N.A.
ROE & 119TH
4700 W. 119TH ST.
LEAWOOD, KS 66209
38200P315290

CORE STATES GROUP

ARCHITECT OF RECORD

KENNETH J MACKENZIE
LICENSED
7055
KANSAS
ARCHITECT

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ISSUE	DATE	DESCRIPTION
	2019.02.18	PERMIT/BID SET

PROJECT INFORMATION

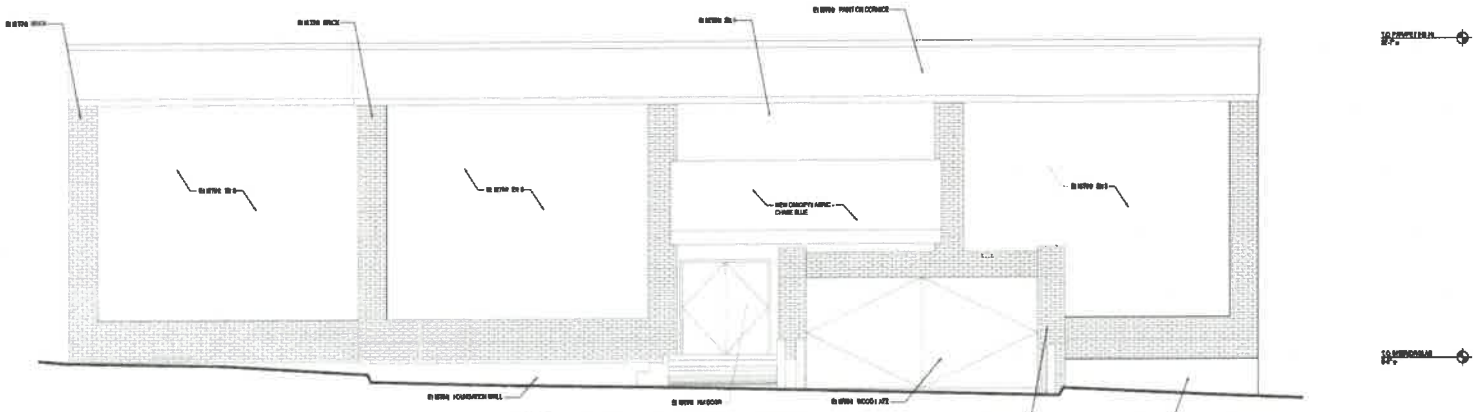
PROJECT NO:	JPM.25590
DATE:	02/18/2019
PROTOTYPE:	18.3
DRAWN BY:	A. KUNKE
CHECKED BY:	V. ALVAREZ
VERSION:	1.00

SHEET TITLE

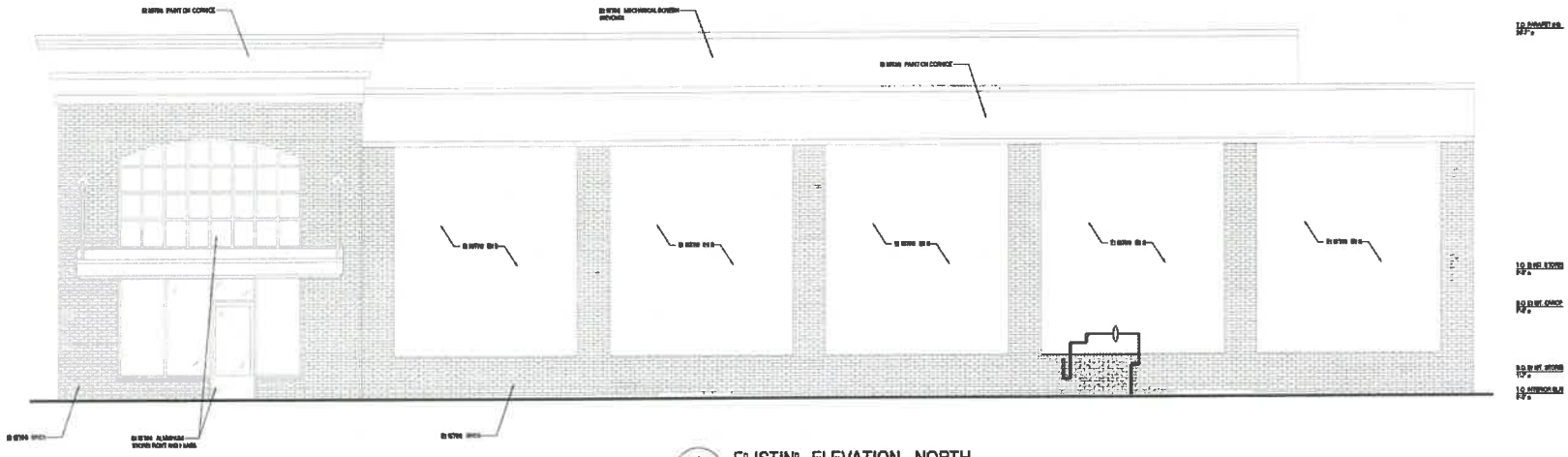
EXISTING EXTERIOR ELEVATIONS

SHEET NUMBER

A2.2



2 A2.3 EXISTING ELEVATION - WEST
1/4" = 1'-0"



1 A2.3 EXISTING ELEVATION - NORTH
1/4" = 1'-0"

CHASE

JPMORGAN CHASE, N.A.
ROE & 119TH
4700 W. 119TH ST.
LEAWOOD, KS 66209
382000P315290

CORE STATES GROUP

ARCHITECT OF RECORD

KENNETH J MACKENZIE
LICENSED
7055
KANSAS
ARCHITECT

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ISSUE	DATE	DESCRIPTION
	2019.02.18	PERMIT/BID SET

PROJECT INFORMATION

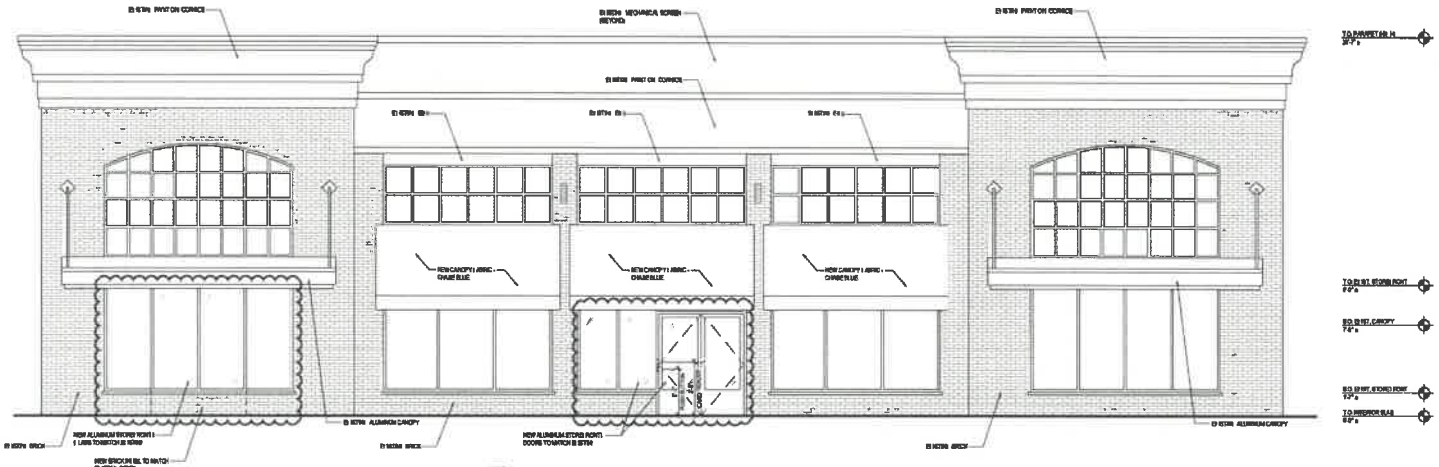
PROJECT NO:	JPM.35880
DATE:	02/18/2019
PROTOTYPE:	18.9
DRAWN BY:	A. KUNKE
CHECKED BY:	V. ALVAREZ
VERSION:	1.00

SHEET TITLE

EXISTING EXTERIOR ELEVATIONS

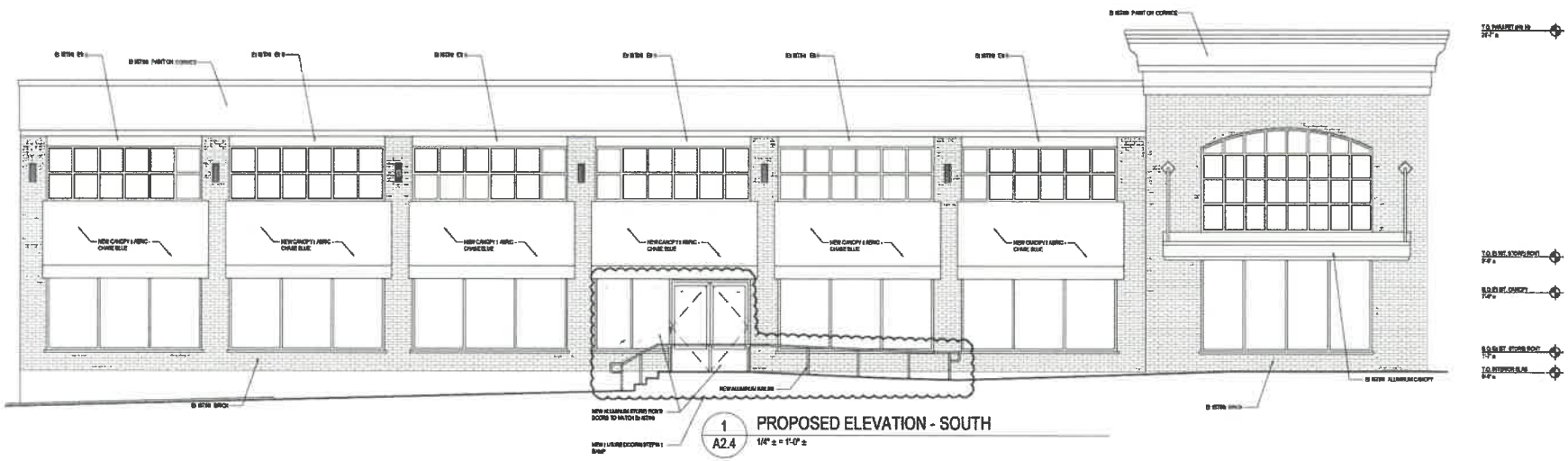
SHEET NUMBER

A2.3



2 A2.4 PROPOSED ELEVATION - EAST

1/4" = 1'-0" ±



1 A2.4 PROPOSED ELEVATION - SOUTH

1/4" = 1'-0" ±

CHASE

JPMORGAN CHASE, N.A.

ROE & 119TH

4700 W. 119TH ST.

LEAWOOD, KS 66209

38200P315290

CORE STATES GROUP

ARCHITECT OF RECORD

KENNETH J. MACKENZIE LICENSED 7055 KANSAS ARCHITECT

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ISSUE	DATE	DESCRIPTION
	2019.02.18	PERMIT/BID SET

PROJECT INFORMATION

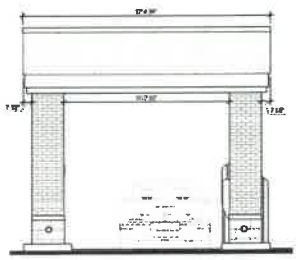
PROJECT NO:	JPM-25880
DATE:	02/18/2019
PROTOTYPE:	18.a
DRAWN BY:	A. KUNKE
CHECKED BY:	V. ALVAREZ
VERSION:	1.00

SHEET TITLE

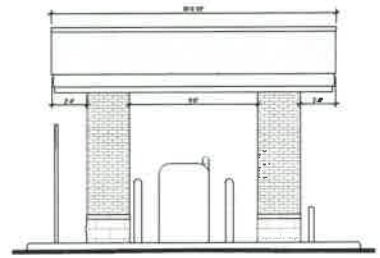
PROPOSED EXTERIOR ELEVATIONS

SHEET NUMBER

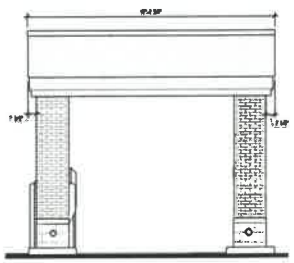
A2.4



4 A5.6.3 EAST ELEVATION
1/4" = 1'-0"



3 A5.6.3 NORTH ELEVATION
1/4" = 1'-0"



2 A5.6.3 WEST ELEVATION
1/4" = 1'-0"

1 A5.6.3 SOUTH ELEVATION
1/4" = 1'-0"

CHASE
JPMORGAN CHASE, N.A.
ROE & 119TH
4700 W. 119TH ST.
LEAWOOD, KS 66209
38200P315290

CORE STATES GROUP

ARCHITECT OF RECORD

NOT FOR CONSTRUCTION

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ISSUE	DATE	DESCRIPTION
	2019.02.18	PERMIT/BID SET

PROJECT INFORMATION

PROJECT NO:	JPM.25980
DATE:	02/18/2019
PROTOTYPE:	18.3
DRAWN BY:	A. RUHNKE
CHECKED BY:	V. ALVAREZ
VERSION:	1.00

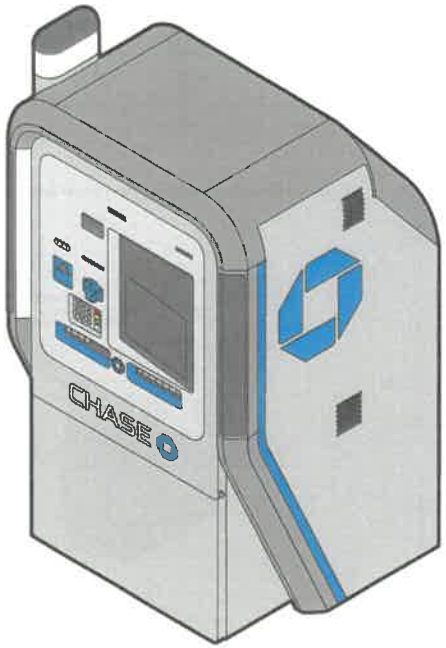
SHEET TITLE

DETAILS:
ATM DRIVE UP

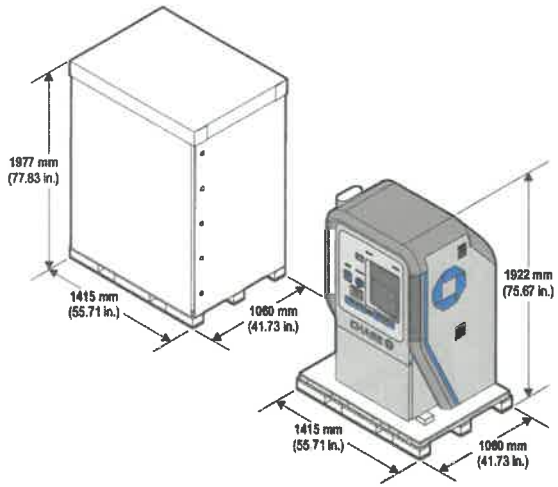
SHEET NUMBER

A5.6.3

JPMC Express Banking Drive-up ATM (2043) Site Preparation



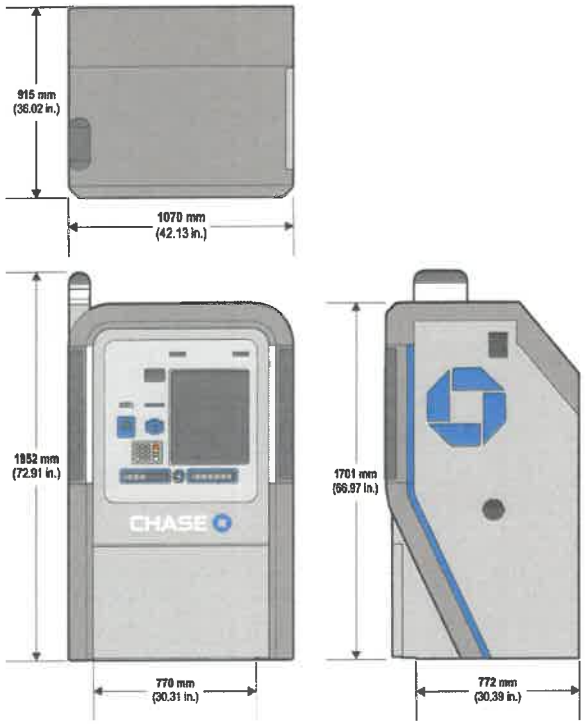
PACKAGE DIMENSIONS



WEIGHT AND FLOOR LOADING

	CEN 1
Maximum weight	kg (lb.)
Floor loading	kg/m^2 (lb./ft^2)

ATM DIMENSIONS



SECURITY BOLTS

The island, or base, must be capable of withstanding the loading imposed by the anchor points for the bolts. Bolts and anchors must be supplied by the owning organisation.

To meet security standards the ATM must be bolted to the island, or base, through all of the bolt holes, using bolts with anchor washers as specified below. Bolts and anchor washers are to be supplied by the owning organisation.

Make sure that the island, or base, is capable of withstanding the loading imposed by the anchor points for these bolts.

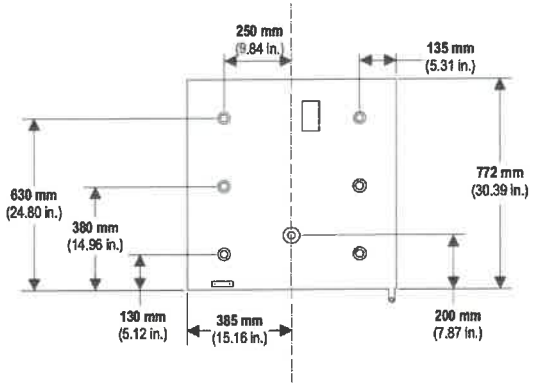
If an adjustable plinth is used, it must be bolted to the island, or base, to the same specification as the ATM.

The minimum specification for bolts and washers to secure the ATM is:

- Bolts
  - Type - either resin anchor or shield anchor bolts
  - Size - **M16** (5/8 in.)
  - Minimum Length - **150 mm** (5.9 in.)
  - Strength - high tensile (minimum ISO property class **8,8**).
- Washers
  - Type - flat, steel (as per DIN7349 or equivalent)
  - Size - **M16** (5/8 in.)
  - Outer diameter - no greater than **40 mm** (1.58 in.)
  - Minimum thickness - **6 mm** (0.2 in.).

BOLT HOLES

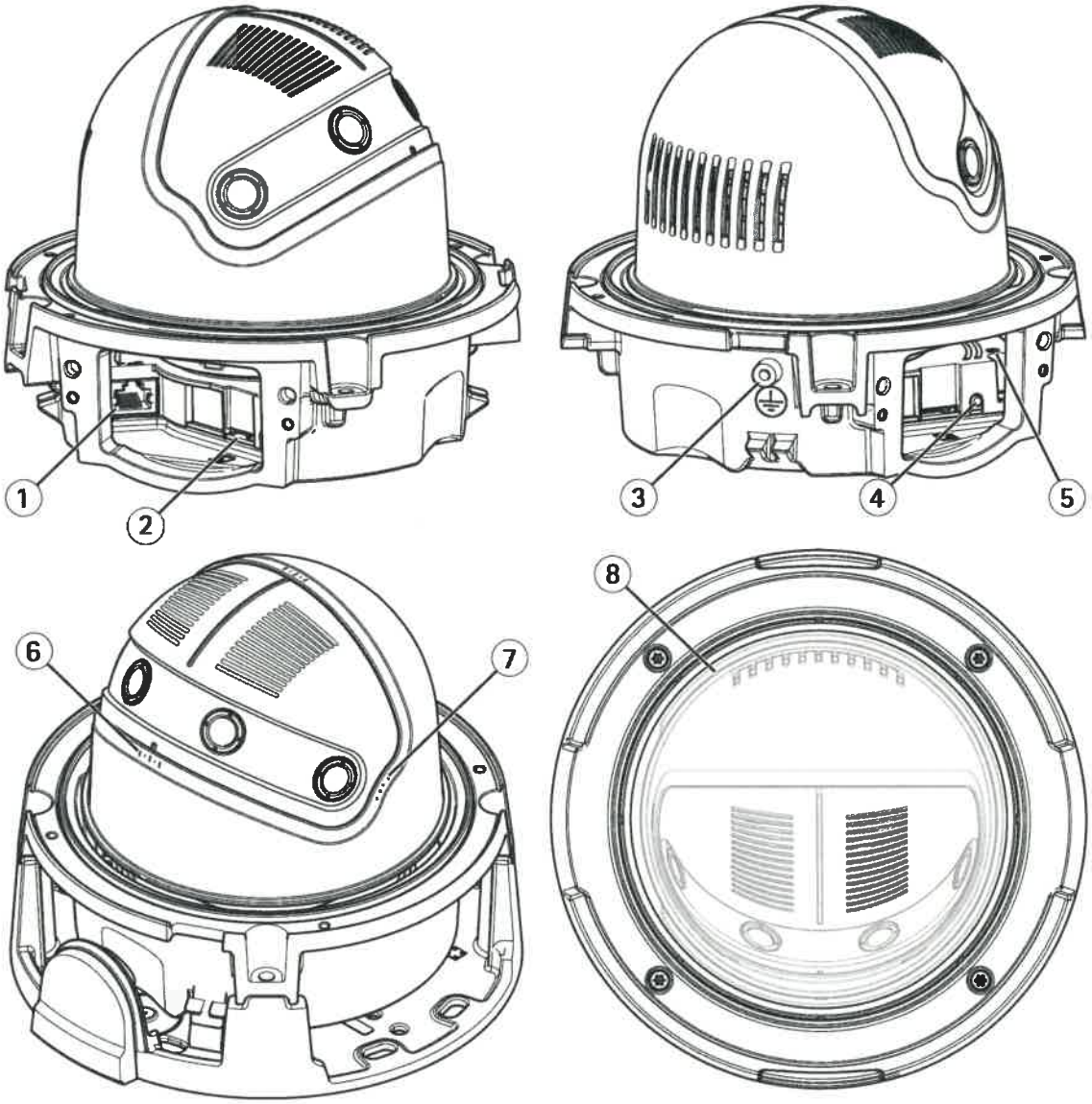
The illustration below shows the location of the six security enclosure bolt holes.



AXIS P3807-PVE Network Camera

User Manual

Product overview



1 *Network connector*
2 *SD card slot*
3 *Grounding contact*
4 *Control button*
5 *Status LED indicator*
6 *Roll ±10°*
7 *Tilt 0°, 35°, 45°, 55°*
8 *Pan ±180°*

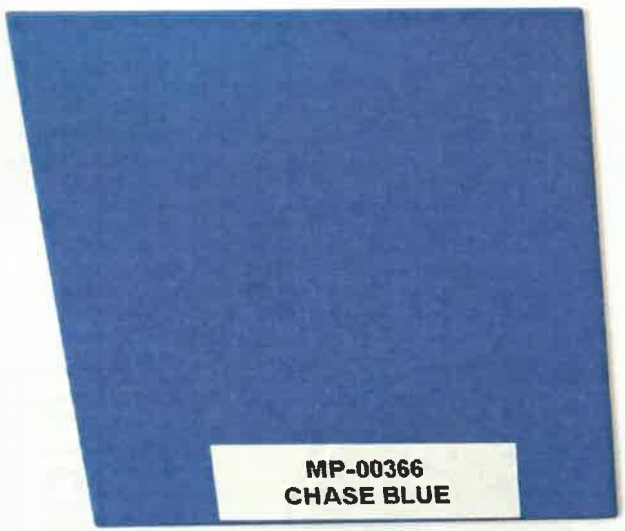
PRELIMINARY Datasheet

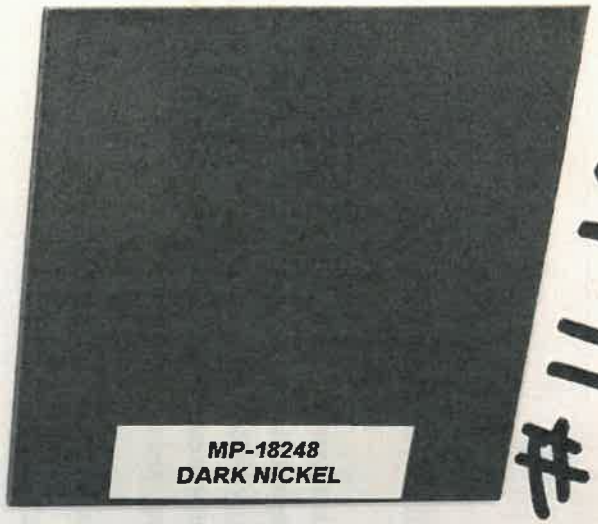
AXIS P3807-PVE

Panoramic camera for seamless, 180° coverage

AXIS P3807-PVE Network Camera is a fixed dome camera with multiple sensors, providing an easy, reliable and cost-efficient one-camera installation – reducing installation time, cabling and VMS license costs. Thanks to its excellent image sensors, along with Forensic WDR and Lightfinder technology, it provides great video quality in any light conditions. Its four sensors give a seamless 180° panoramic overview, at up to 30 fps in 8 MP resolution. The camera is easy to install as recessed, flush, pendant, back-to-back, and comes with adjustable pre-set camera positions.

- > 180° panoramic overview and 90° vertical coverage
- > Cost-efficient one-camera installation
- > 8 MP resolution at full frame rate
- > Axis Lightfinder and Forensic WDR
- > Axis Zipstream for reduced bandwidth and storage needs





#11-19

CHASE
4700 119th W. ST.
LEAWOOD, KS 66209

ATM CANOPY MATERIALS

58 MOUNT BETHEL ROAD,
STE 301
WARREN, NJ 07059
Contact: Jim Lalli
jlalli@core-eng.com

CORE STATES GROUP

City of Leawood
Planning Commission Meeting
February 26, 2019
Dinner Session – 5:30 p.m. – No Discussion of Items
Leawood City Hall – Main Conference Room
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

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

APPROVAL OF THE AGENDA

Chairman Elkins: I note there is a revised agenda. Do any commissioners have questions about the revised agenda? Does staff have any other comments?

Mr. Klein: No.

A motion to approve the revised agenda was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

APPROVAL OF MINUTES: Approval of the minutes from the January 29, 2019 Planning Commission meeting and the February 12, 2019 Planning Commission work session.

A motion to approve the minutes from the January 29, 2019 Planning Commission meeting was made by Stevens; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Comm. Coleman: On page 5, under my name, the sentence that begins, "I tend to agree…" should be Mr. Coleman as opposed to myself. Then, also the last sentence that begins, "People would plant trees…" should also be Mr. Coleman.

A motion to approve the minutes as amended from the February 12, 2019 Planning Commission work session was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CONSENT AGENDA:
CASE 07-09 – SMITH ESTATE – Request for approval of a Revised Final Plan, located south of 143rd Street and west of Mission Road.

DRAFT

Comm. Coleman: It states in the stipulations that the Special Use Permit is limited to a term of 14 months from the date of Governing Body approval.

Mr. Simpson: *Inaudible comments*

Comm. Coleman: We could do 16 months.

Chairman Elkins: Do you care to make a motion, then?

A motion to recommend approval of CASE 10-19 – HILLS OF LEAWOOD – SALES TRAILER – Request for approval of a Special Use Permit for a Temporary Sales Trailer, located east of Mission Road and north of 151st Street – including six staff stipulations and including an edit to No. 1 to limit the term of the Special Use Permit to 16 months from the date of Governing Body approval – was made by Coleman; seconded by Pateidl. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 11-19 – TOWN CENTER PLAZA – CHASE BANK – Request for approval of a Revised Final Plan, located north of 119th Street and west of Roe Avenue.

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

Mr. Sanchez: This is Case 11-19 – Town Center Plaza – Chase Bank – request for approval of a Revised Final Plan, located north of 119th Street and west of Roe Avenue. The site for this project is located at a former Dean & DeLuca restaurant north of 119th Street and west of Roe Avenue. The applicant is proposing to convert the existing building into a multi-tenant space containing two tenants: Chase Bank and a future tenant, along with a drive-through ATM. The applicant is proposing modifications to the parking lot, façade updates to the east and south sides of the building, and pedestrian connections into the site long the north property line and in from Roe. The ATM drive-through is proposed on the southeast corner of the site and will require a removal of 12 existing parking spaces on the site. A median and canopy are proposed to be constructed for the ATM drive-through. The canopy will be 15'4" tall and will be constructed of materials that match the existing façade of the building. With the removal of the 12 existing parking spaces due to the ATM drive-through, the applicant has proposed a land bank with 11 parking spaced, six to be located at the northern entrance of the site and five to be located at the western side of the building. If it is determined by the applicant that the spaces are needed at a later date, the spaces may be installed with city approval through a Revised Final Plan. The eastern entrance into the building has moved from the southeast corner of the building to be centered along the façade. A new entry is proposed along the south side of the building for a main entrance for the secondary tenant space. The Revised Final Plan meets the regulations for the LDO with the stipulations listed in the Staff Report. Staff recommends approval of Case 11-19 with the stipulations listed, and I would be happy to answer any questions.

DRAFT

Chairman Elkins: Questions for staff? The drive-through does not require a Special Use Permit?

Mr. Klein: That is correct. This is more or less an ATM and not considered a drive-through, but even if it was a bank with a drive-through, within the SD-CR district, an SUP is not required.

Chairman Elkins: Seeing no further questions for staff, I would invite the applicant to step forward.

Applicant Presentation:
Patrick Bennett, Core States Group, 6500 Chippewa Street, St. Louis, MO, appeared before the Planning Commission and made the following comments:

Mr. Bennett: I'm also the professional engineer of record for the civil engineering portion of the project. It's a pretty straightforward project. I think it speaks for itself. I'm happy to answer any questions.

Chairman Elkins: Are you and your client in agreement with the staff stipulations?

Mr. Bennett: Yes, sir.

Chairman Elkins: Are there questions for Mr. Bennett? Seeing none, you can step down. Discussion concerning Case 11-19?

Comm. Coleman: I'm sorry, but I was hoping for something a little nicer than a bank with the drive-through pointed out toward the intersection. It's just personal preference. It's prime real estate and is within their purview to put it in; I was just hoping for something a little different.

Chairman Elkins: Other comments or questions?

A motion to recommend approval of CASE 11-19 – TOWN CENTER PLAZA – CHASE BANK – Request for approval of a Revised Final Plan, located north of 119th Street and west of Roe Avenue – with 28 stipulations – was made by Pateidl; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 12-19 – VILLAGE OF SEVILLE – THE NEW APOSTOLIC CHURCH USA – Request for approval of a Special Use Permit for a place of worship, located north of 133rd Street and west of State Line Road. **PUBLIC HEARING**

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

DRAFT

Return to Agenda

13 B

City of Leawood Governing Body Staff Report

MEETING DATE: March 18, 2019
REPORT WRITTEN: February 27, 2019

VILLAGE OF SEVILLE – THE NEW APOSTOLIC CHURCH USA – REQUEST FOR APPROVAL OF A SPECIAL USE PERMIT FOR A PLACE OF WORSHIP – Located north of 133rd Street and west of State Line Road – Case 12-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 12-19, Village of Seville – request for approval of a Special Use Permit for a church, with the following stipulations:

1. The project is limited to the approval of a Special Use Permit for a place of worship within the Village of Seville, zoned SD-CR (Planned General Retail).
2. The Special Use Permit shall be issued to the National Organization of the New Apostolic Church of North America and shall be limited to a term of 20 years from the date of Governing Body approval.
3. This application does not include any exterior alterations to the existing building or site and is limited to a place of worship within a 5,041 sq.ft. space containing 120 seats.
4. Parking approved with the hospital at the southeast corner of the Village of Seville development with Planning Commission Case 75-16 approved by the Governing Body on August 15, 2016, shall be reserved for the hospital. As shown on Exhibit A, parking along the north side of the hospital building and the row directly to the west are not to be used by church employees or attendees.
5. In the event the allowed use is discontinued for a period of three months or more, the Special Use shall be determined abandoned, and this permit shall become null and void.
6. A sign permit from the Planning Department shall be obtained prior to the erection of any signs. No signage is approved with this application.
7. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
8. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through eight.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant and architect is David Eskov with Klover Architects, Inc.
- The property is owned by 133 State Line 2003 LLC.

REQUEST:

- The applicant is requesting approval of a Special Use Permit for a 5,041 sq.ft. worship and meeting space, located within two single-level joined suites at the Village of Seville retail plaza.
- No changes to the exterior of the retail center are proposed.

ZONING:

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

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

LOCATION:

SURROUNDING ZONING:

- North — Adjacent to the north property line of the Village of Seville are the Leawood South Townhomes, zoned RP-4 (Planned Cluster Residential under a previous version of the Leawood Development Ordinance) and Leawood Square, a commercial development zoned SD-CR (Planned Commercial Retail).
- South — Adjoining the south property line of the Village of Seville is 133rd Street. On the south side of 133rd Street is vacant land (formerly used as an airport) zoned SD-O.
- East — State Line Road is adjacent to the east property line. On the east side of State Line Road is commercial development within Kansas City, Missouri.
- West — Directly to the west of Village of Seville is the Enclave at Cedar Point, Zoned RP-2 (Planned Cluster Detached Residential District) and Greenbrier of Leawood, a single-family subdivision zoned R-1 (Planned Single-family Low Density Residential).

SITE PLAN COMMENTS:

- The applicant is requesting a Special Use Permit to locate a place of worship within the Village of Seville Development. Per Section 16-2-7, Table of Uses of the Leawood Development Ordinance, this use is permitted within an SD-CR zoned district with the issuance of a Special Use Permit.
- A Preliminary Plan for the Village of Seville Development was approved on July 19, 2004 with Ordinance 2070 (Case 35-04). A Final Plan was approved on December 6, 2004 with Ordinance 2342 (Case 71-04).
- The church is proposed to be located within the existing retail space located at the southwest corner of the Village of Seville and is not proposing any changes to the existing site.

- The applicant will utilize two single-level joined suites, comprising 5,041 sq.ft.
- No exterior changes are proposed to building.
- The space will generally be utilized as follows:
  - Sunday: 9:00 AM – 1:00 PM
  - Wednesday (1 per month): 7:30 PM – 9:00 PM
  - Holy Days (Christmas, Good Friday, Ascension Day etc.) 7:30 PM – 9:00 PM.

PARKING:

- The New Apostolic Church USA leases 5,041 sq.ft. with 120 seats. Per the Leawood Development Ordinance 16-4-5.4(B) the 120 seats requires 40 parking spaces (1 space for every 3 seats). The building has a cross access agreement with the Village of Seville Development that allows for shared parking within the entire development.
- There are currently 182 spaces constructed within the Village of Seville Development, of a planned 340 parking spaces. Staff has estimated that the development is currently under parked due to individual tenants requiring additional parking per the Leawood Development Ordinance. At full build-out, the site will conform to the Leawood Development Ordinance.

SIGNAGE:

- The Village of Seville has signage guidelines recommended by the Planning Commission and approved by the Governing Body.
- No signage is proposed with this application. Signage is approved administratively through a separate application.

INTERACT MEETING:

- An Interact Meeting was held on February 12, 2019. A summary of the meeting and sign in sheet are attached.

GOLDEN CRITERIA:

The character of the neighborhood:

The character of the neighborhood is commercial uses, including a mix of retail and restaurants. The subject property is located on the south western edge of the Village of Seville Development at 133rd Street and State Line Road. Commercial developments are located to the north and east of the development. Single-family residential properties are located to the north and west.

The zoning and uses of properties nearby:

- North — Adjacent to the north property line of the Village of Seville are the Leawood South Townhomes, zoned RP-4 (Planned Cluster Residential under a previous version of the Leawood Development Ordinance) and Leawood Square, a commercial development zoned SD-CR (Planned Commercial Retail).
- South — Adjoining the south property line of the Village of Seville is 133rd Street. On the south side of 133rd Street is vacant land (formerly used as an airport) zoned SD-O.
- East — State Line Road is adjacent to the east property line. On the east side of State Line Road is commercial development within Kansas City, Missouri.
- West — Directly to the west of Village of Seville is the Enclave at Cedar Point, Zoned RP-2 (Planned Cluster Detached Residential District) and Greenbrier of Leawood, a single-family subdivision zoned R-1 (Planned Single-family Low Density Residential).

The suitability of the subject property for uses to which it has been restricted:
Commercial properties surround the subject site to the north and east with residential to the west. The applicant is requesting a Special Use Permit for a place of worship within the commercial development. The subject property is suitable for the restricted uses.

The time for which the property has been vacant:
The property is not vacant. There are existing structures on this property, although the Village of Seville is not fully developed.

The extent to which removal of the restrictions will detrimentally affect nearby property:
The project is suitable to this site, but the required Special Use Permit and stipulations recommended for approval with this application are necessary to ensure a high quality development.

The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:
Denial of this application will not result in a relative gain to the public health, safety and welfare because this project does not propose a disruptive use or any changes to the site.

The recommendation of the permanent staff:
Staff is recommending approval of Case 12-19, Village of Seville – New Apostolic Church USA, request for approval of a Special Use Permit for a place of worship.

Conformance of the requested change to the adopted master plan of the City of Leawood:
The Comprehensive Plan designates this property as retail. The zoning is SD-CR. The use is allowed with a Special Use Permit.

ORDINANCE NO. _____

ORDINANCE APPROVING A SPECIAL USE PERMIT [SUP] FOR A PLACE OF WORSHIP FOR VILLAGE OF SEVILLE – THE NEW APOSTOLIC CHURCH USA, LOCATED NORTH OF 133RD STREET AND WEST OF STATE LINE ROAD. (PC CASE 12-19)

WHEREAS, the applicant submitted a request for approval of a Special Use Permit for a church;

WHEREAS, such request for approval was presented to the Planning Commission on February 26, 2019;

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

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body on March 18, 2019.

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

SECTION 1. APPROVAL OF SPECIAL USE PERMIT. Pursuant to Section 16-4-3 of the Leawood Development Ordinance, permission is hereby granted to use the following property, in the manner set forth in the Special Use Permit on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas 66211, and in accordance with Section 16-2-6.3 of the Leawood Development Ordinance, and subject to the conditions and stipulations listed in Section 2 below, and all other laws and regulations:

Legal Description:

"VILLAGE OF SEVILLE FIRST PLAT LT 4 LWC 491 5 4".

SECTION 2. CONDITIONS AND STIPULATIONS. The Special Use Permit referenced in Section 1 above is hereby approved and adopted subject to the following conditions and stipulations:

1. The project is limited to the approval of a Special Use Permit for a place of worship within the Village of Seville, zoned SD-CR (Planned General Retail).
2. The Special Use Permit shall be issued to the National Organization of the New Apostolic Church of North America and shall be limited to a term of 20 years from the date of Governing Body approval.
3. This application does not include any exterior alterations to the existing building or site and is limited to a place of worship within a 5,041 sq.ft. space containing 120 seats.
4. Parking approved with the hospital at the southeast corner of the Village of Seville development with Planning Commission Case 75-16 approved by the Governing Body on

August 15, 2016, shall be reserved for the hospital. As shown on Exhibit A, parking along the north side of the hospital building and the row directly to the west are not to be used by church employees or attendees.

5. In the event the allowed use is discontinued for a period of three months or more, the Special Use shall be determined abandoned, and this permit shall become null and void.
6. A sign permit from the Planning Department shall be obtained prior to the erection of any signs. No signage is approved with this application.
7. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
8. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through eight.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

(SEAL)

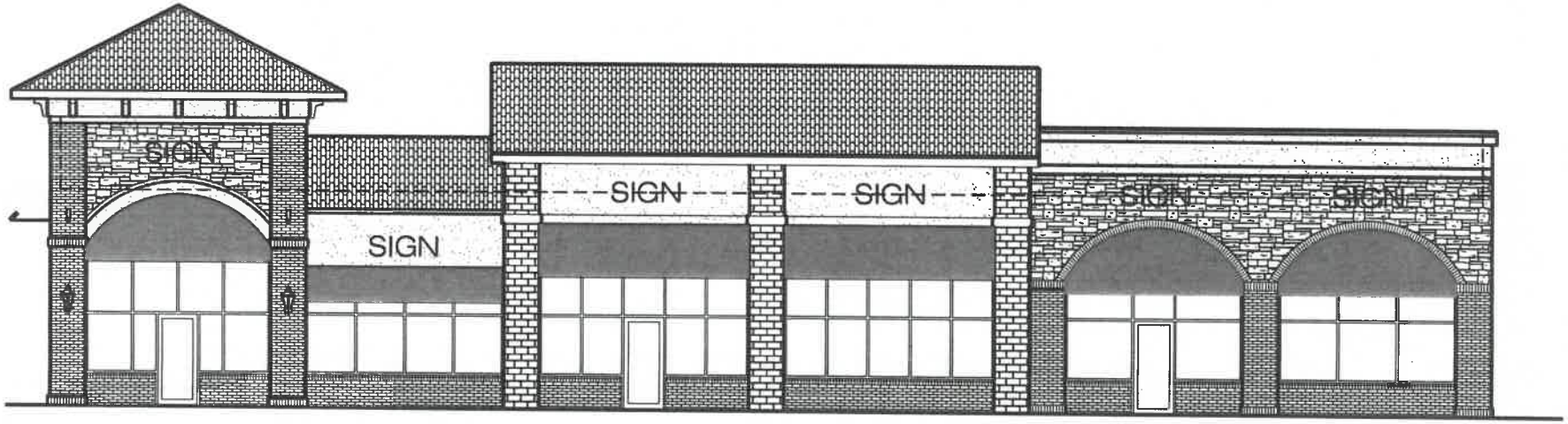
_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney



*NOTE: NO PROPOSED CHANGES TO EXTERIOR

FRONT ELEVATION

SCALE: 1/8" = 1'-0"

hckloverarchitect
10955 LOWELL AVENUE, SUITE 700 • OVERLAND PARK, KS 66210
ph: 913.649.8181 • fx: 913.649.1275 • www.kclover.net

NEW APOSTOLIC CHURCH USA | 01.31.2019

NEW APOSTOLIC CHURCH USA | 01.31.2019

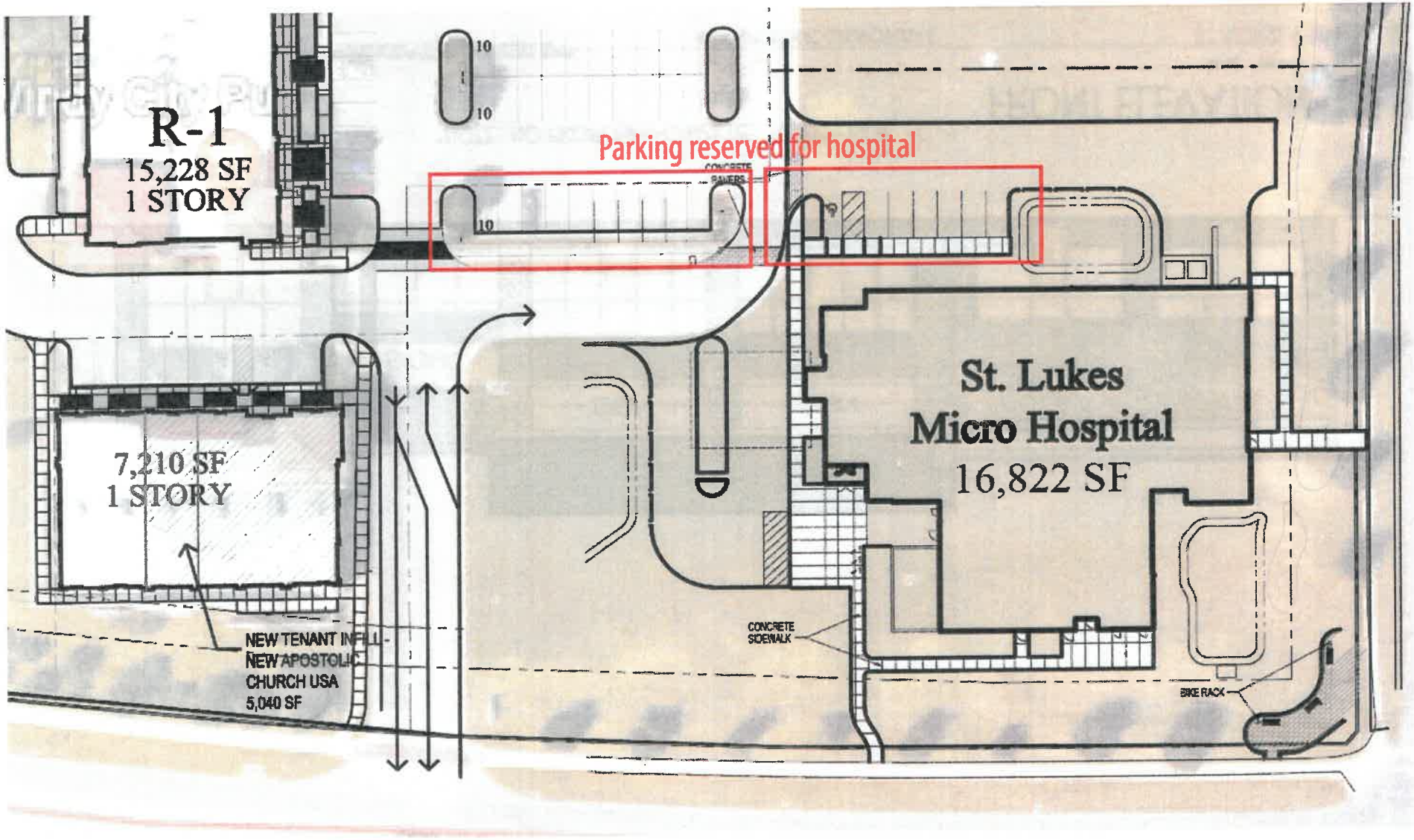
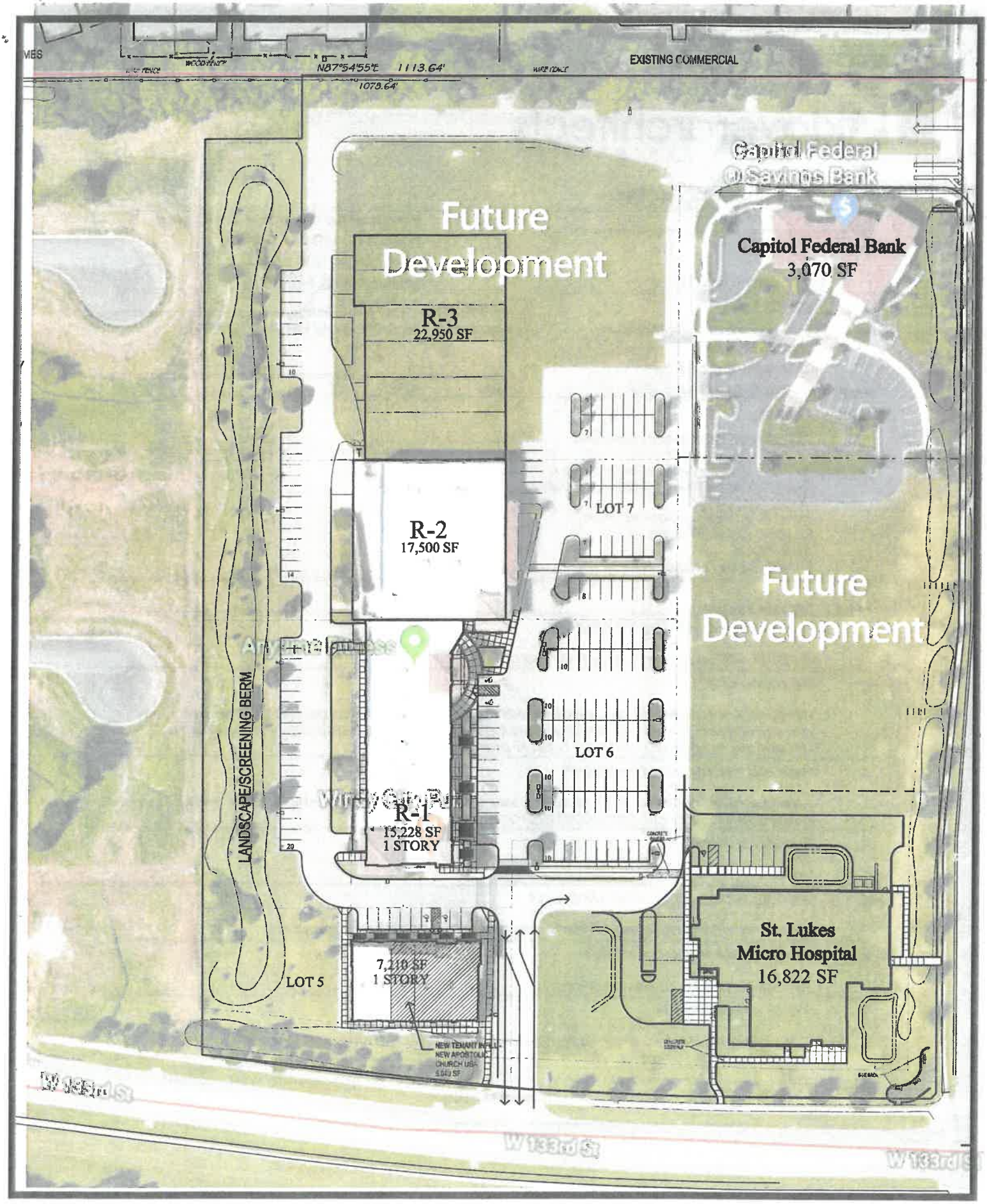

R-1
15,228 SF
1 STORY
Parking reserved for hospital
CONCRETE PAVERS
10
10
10
7,210 SF
1 STORY
NEW TENANT INFILL -
NEW APOSTOLIC
CHURCH USA
5,040 SF
St. Lukes
Micro Hospital
16,822 SF
CONCRETE SIDEWALK
BIKE RACK

Exhibit A



Village of Seville

kloverarchitects
incorporated

project meeting notes

date:

date/time of meeting:

February 12, 2019

attn: Randy Bauer

to: New Apostolic Church USA
3753 N Troy St
Chicago, IL 60618

email: *Randy.Bauer@NAC-USA.org*

project: Village of Seville Shopping Center
Project Location / center
13212 State Line Road,
Leawood, KS 66209

project no. XXXXX.XXX

copy(s) to: all participants (noted below)

via: email ONLY

location of meeting:
Planning Commission Meeting

key participants in attendance (in addition to the Architect representative):
David Wilson- New Apostolic Church
Linda Grindinger
John Blessing- Leawood HOA
Quintin Cole- Wilshire HOA
Alex Floyd
David Eskov- Klover Architects

Item #:	Discussion topics:
1.	How much of building for church? *-5000 SF will be occupied by the church.*
2.	New church? *-NAC-USA is a national organization with several locations across the US. Currently, we are combining two of our smaller local branches into this one temporary space to determine a future location to build a permanent facility.*
3.	How will the area be reworked? *-We are anticipating a 2,000SF sanctuary space, 2,000 SF fellowship space, with 3 classrooms and code compliant restrooms.*
4.	Sunday School? *-Yes*
5.	Adding sunscreen to east windows? *-Yes, this will be determined during the construction document phase.*
6.	What about more capacity? *-Not planned for at this location.*
7.	What is time frame? *-Once we have planning approval, we will start the construction Document phase and submit for a building permit.*
8.	There were no concerns from anyone in attendance. All attendance were current members of the church other than one person.

item #: Discussion topics:

issued by the Architect:

Klover Architects, Inc.

by:

David Eskov- Project Manager

attachments:

The following are included as a part of the meeting notes to clarify the items discussed:

Meeting Sign-In Sheet

Name (Please Print)		Contact info (email or phone or address)	Comments
Roger	Buckmann	rogerbuckmann@msn.com	
DAVID	WILSON	d.g.wilsonkc@hotmail.com	NEW APOSTOLIC CHURCH
~~JOHN~~	~~BLESSI~~	Linda Grindinger	
JOHN	BLESSING	jblessing1944@yahoo.com	LEAWOOD HOA NO CONCERN
~~ALEX~~	FLOYD	alefloyd8@gmail.com	
QUENTIN	COLE	quentin.cole@gmail.com	WILSHIRE HOA
			NO CONCERNS
			GENERAL QUESTIONS

2/10/19

C:\Users\DaM\Dropbox\[Sign In Sheet.xlsx]Sheet1

City of Leawood
Planning Commission Meeting
February 26, 2019
Dinner Session – 5:30 p.m. – No Discussion of Items
Leawood City Hall – Main Conference Room
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

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

APPROVAL OF THE AGENDA

Chairman Elkins: I note there is a revised agenda. Do any commissioners have questions about the revised agenda? Does staff have any other comments?

Mr. Klein: No.

A motion to approve the revised agenda was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

APPROVAL OF MINUTES: Approval of the minutes from the January 29, 2019 Planning Commission meeting and the February 12, 2019 Planning Commission work session.

A motion to approve the minutes from the January 29, 2019 Planning Commission meeting was made by Stevens; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Comm. Coleman: On page 5, under my name, the sentence that begins, "I tend to agree…" should be Mr. Coleman as opposed to myself. Then, also the last sentence that begins, "People would plant trees…" should also be Mr. Coleman.

A motion to approve the minutes as amended from the February 12, 2019 Planning Commission work session was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CONSENT AGENDA:
CASE 07-09 – SMITH ESTATE – Request for approval of a Revised Final Plan, located south of 143rd Street and west of Mission Road.

DRAFT

Chairman Elkins: Questions for staff? The drive-through does not require a Special Use Permit?

Mr. Klein: That is correct. This is more or less an ATM and not considered a drive-through, but even if it was a bank with a drive-through, within the SD-CR district, an SUP is not required.

Chairman Elkins: Seeing no further questions for staff, I would invite the applicant to step forward.

Applicant Presentation:
Patrick Bennett, Core States Group, 6500 Chippewa Street, St. Louis, MO, appeared before the Planning Commission and made the following comments:

Mr. Bennett: I'm also the professional engineer of record for the civil engineering portion of the project. It's a pretty straightforward project. I think it speaks for itself. I'm happy to answer any questions.

Chairman Elkins: Are you and your client in agreement with the staff stipulations?

Mr. Bennett: Yes, sir.

Chairman Elkins: Are there questions for Mr. Bennett? Seeing none, you can step down. Discussion concerning Case 11-19?

Comm. Coleman: I'm sorry, but I was hoping for something a little nicer than a bank with the drive-through pointed out toward the intersection. It's just personal preference. It's prime real estate and is within their purview to put it in; I was just hoping for something a little different.

Chairman Elkins: Other comments or questions?

A motion to recommend approval of CASE 11-19 – TOWN CENTER PLAZA – CHASE BANK – Request for approval of a Revised Final Plan, located north of 119th Street and west of Roe Avenue – with 28 stipulations – was made by Pateidl; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 12-19 – VILLAGE OF SEVILLE – THE NEW APOSTOLIC CHURCH USA – Request for approval of a Special Use Permit for a place of worship, located north of 133rd Street and west of State Line Road. **PUBLIC HEARING**

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

Ms. Schuller: This is Case 12-19 – Village of Seville – The New Apostolic Church USA. It is a request for approval for a Special Use Permit for a place of worship. The applicant is requesting to utilize two adjoined tenant spaces located in the southernmost building within the Village of Seville as a worship and meeting space for The New Apostolic Church USA. This space consists of 5,041 square feet and will contain 120 seats for members. The church will be utilized in off-peak hours, including Sunday mornings, Wednesday evenings, and on holy days. There are no exterior changes proposed to the building. A Special Use Permit for the church will be limited to a term of 20 years. Staff does recommend approval of Case 12-19 with the stipulations in the Staff Report. I'd be happy to answer any questions.

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

Comm. Block: Usually with the interact meetings, there are answers to the questions. I don't know exactly what we're looking at. I just got a list of handwritten questions. I don't know if those were from the participant or the moderator.

Ms. Schuller: It is my understanding that those that came were members of the church who were curious about the space itself. I think that he jotted down questions that were more particular to their church space on the interior. He noted there were no concerns on the last comment.

Comm. Coleman: I'm looking at the hours stipulated in the report that the space will generally utilize. It is on Sunday from 9:00-1:00 and also Wednesday evening. My concern is with the other tenants in that parking situation. If I recall, there is at least one restaurant.
+
Ms. Schuller: There are two restaurants.

Comm. Coleman: The Breakfast Spot will probably be very welcome to the church coming there to have some additional patrons. I'm additionally concerned with that lot, especially the way it is designed, that the parking will go from south to north and potentially crowd out potential customers going into those restaurants and other buildings. I assume we didn't need a parking study.

Ms. Schuller: We did not require a parking study. Staff considered the parking concerns as well with the thought that the retail spaces are probably not going to be open Sunday mornings.

Comm. Coleman: It is just the crossover from Sunday 9:00-1:00. There will be a lunch crowd coming in there.

Ms. Schuller: There will be a little bit of crossover.

Comm. Coleman: I didn't see in the interact meeting if it included homeowners' associations. Do those notices go out to existing tenants as well or just to the ownership?

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Ms. Schuller: It just goes to property owners, so not necessarily the tenants.

Comm. Coleman: So, we don't have feedback from the operators of the restaurants or other businesses.

Ms. Schuller: No.

Chairman Elkins: Thank you. Other questions? If not, I would invite the applicant to step forward.

Applicant Presentation:
Henry Klover, Klover Architects, 10955 Lowell, Overland Park, appeared before the Planning Commission and made the following comments:

Mr. Klover: I'm here representing the SUP for The New Apostolic Church. With me tonight is Dave Wilson. I was also at the interact meeting. It was all church members with the exception of Clinton, who was part of the homeowners' association for one of the residential elements to the west. He was actually very positive. He was more interested in what would happen, who would be there. The time frame listed is 9:00-1:00, but that's generous because it's people milling around. The services end at 11:30. We thought it was a perfect use because people would be leaving. We've also given a heads up about the secret ninja parking behind it that never tends to get used and is easy to get to. There is a whole row of parking behind the building, which would be very useful as well. Everybody was very favorable and positive. We're excited to move forward. I'm here to answer any questions you may have.

Chairman Elkins: Questions for Mr. Klover? What are the hours of usage again?

Mr. Klover: It is listed as 9:00-1:00, but the service is over at 11:30. That allows for people to mill around before and after. The hope is that they will go over to the restaurant and give them business either before or after. The timing should be perfect.

Chairman Elkins: There is provision made for holy days and Wednesday as well?

Mr. Klover: Wednesday evening once a month.

Chairman Elkins: That is really my question. It struck me that sometimes, during various holiday seasons, churches have activities other than on Sunday morning. Apparently, that has been addressed to the church's satisfaction.

Mr. Klover: The stipulations were read by the church, and they were in complete agreement with them.

Chairman Elkins: Thank you. Any other questions for Mr. Klover? If not, you may step down. Because this is a Special Use Permit, a Public Hearing is required.

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Public Hearing
Deborah Hellinger, 13213 Overbrook, Leawood, appeared before the Planning Commission and made the following comments:

Ms. Hellinger: I live directly behind the building they're talking about. I have a few concerns that are threefold, but then with respect to what the gentleman just said, I have to add another concern. First would be traffic on 133rd Street. It's getting busier and busier, and with the church population, I have no idea what it's going to do to the traffic. There are bike lanes on that street. People speed on that street all the time. That is an issue. Secondly, regarding parking, I respectfully disagree. I live right behind there, and I see what happens all the time. The parking spaces behind are used all the time. They're used by the Windy City Brewery. They're there until midnight. Cars are always there. I have a feeling parking might be a problem. I am also worried about the makeup of the congregation and if the congregation caters to homeless people. We've had an increasing problem with the homeless population. You probably remember the dead body found across the street from my house in September. On December 29th, a policeman came to my house in the morning because a gun had been fired right into my intersection. They found the casings right there. Two months before that, the police were called by a neighbor of mine because he looked out his window at midnight, and he saw a man crawling on his hands and knees in front of my house on the sidewalk and then crossed over to the little pond behind us. The police came and talked to him. They couldn't do anything because he wasn't doing anything except for crawling on his hands and knees. Just last week, the police were sitting in front of my house for at least half an hour because they had a trespassing call. From what I understand, someone had put ropes up in a tree for a hammock right next to my house. There is no barrier between that shopping center and the houses in my neighborhood. There are some trees, but they don't cover the entire thing. Behind the building that they are going to occupy, there is a bunch of weeds and two trees. If they decide to put parking right there, there is no barrier. My concern is one of safety more than anything. That is my opinion. I appreciate you listening to me.

Chairman Elkins: Thank you. Are there any other comments?

As no one else was present to speak, a motion to close the Public Hearing was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Chairman Elkins: Mr. Klover, do you wish to respond to Ms. Hellinger's concerns?

Mr. Klover: From all my years in Leawood, this is actually pretty shocking. No homeless people. This is actually combining two existing churches that are on either side. This is a national organization. My statement would be that we don't consider the parking to be a problem. In all my experience with shopping centers, having something in there before the restaurant really starts to get active is a good use. Also, we'll bring more people to the center. It's a symbiotic use. We don't typically consider that to be an increase in parking

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or an increase in traffic requirements. I hope I've answered your questions, but definitely no homeless people.

Chairman Elkins: Thank you. That brings us to a discussion about the application.

Comm. Belzer: I'm curious as to how many members are in the two churches that are combining into one.

David Wilson, 11905 East 76th Terrace, Raytown, MO, appeared before the Planning Commission and made the following comments:

Mr. Wilson: I'm the local pastor of The New Apostolic Church. The average Sunday attendance in 2018 was approximately 100 people with approximately 40 cars. That is the increase in traffic we will have.

Chairman Elkins: Thank you. Other questions? Perhaps after this meeting, you could meet with Ms. Hellinger and address some of her concerns.

Mr. Wilson: I would love to.

Chairman Elkins: Any questions or discussion about Case 12-19?

A motion to recommend approval of CASE 12-19 – VILLAGE OF SEVILLE – THE NEW APOSTOLIC CHURCH USA – Request for approval of a Special Use Permit for a place of worship, located north of 133rd Street and west of State Line Road – with 8 stipulations – was made by Block; seconded by Pateidl. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 13-19 – BROOKWOOD ELEMENTARY SCHOOL – Request for approval of a Special Use Permit for a before-and-after-school program, located south of 103rd Street and east of Mohawk Road. **PUBLIC HEARING**

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

Ms. Schuller: This is Case 13-19 – Brookwood Elementary School – Request for approval of a Special Use Permit for a before- and-after-school-program. The applicant is requesting to operate the program for Brookwood students beginning at 7:00 a.m. and running until 6:00 p.m. The program is run by Johnson County Parks & Recreation. There will be a total of 60 elementary-grade students and 24 pre-kindergarten students. The program will be facilitated by six staff members. The SUP for the program is limited to a term of 20 years. Staff recommends approval of Case 13-19 with the stipulations in the Staff Report. I'm happy to answer any questions.

Comm. Block: Is this school already open?

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Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: March 18, 2019
REPORT WRITTEN: February 27, 2019

BROOKWOOD ELEMENTARY SCHOOL – REQUEST FOR APPROVAL OF A SPECIAL USE PERMIT FOR A BEFORE-AND-AFTER SCHOOL PROGRAM – Located south of 103rd Street and east of Mohawk Road – Case 13-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 13-19, Brookwood Elementary School – request for approval of a Special Use Permit for a before-and-after school program, with the following stipulations:

1. The project is limited to the approval of a Special Use Permit for the operation of a before-and-after school program for Brookwood Elementary School, opening at 7:00 AM and continuing after school until 6:00 PM.
2. The Special Use Permit shall be issued to Johnson County Park & Recreation District and shall be limited to 20 years from the date of Governing Body approval.
3. No modifications to the site are approved with this application.
4. No signage is approved with this application.
5. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
6. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through six.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is Kim Chappelow-Lee with Johnson County Parks & Recreation.
- The property is owned by the Unified School District 512.

REQUEST:

- The applicant is requesting approval of a Special Use Permit to operate a before-and-after school program for Brookwood students during all regular session school days, opening at 7 AM and running after school until 6 PM. The program is run by Johnson County Park and Recreation District.
- No exterior changes are proposed with this application.

ZONING:

- The property is currently zoned R-1 (Planned Single Family Low Density Residential).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property for Public Use.

LOCATION:

SURROUNDING ZONING:

- North — To the north, across 103rd Street, is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District).
- South — Directly south of the site, is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District) and estate lots within Mission Farms, zoned R-1 (Planned Single Family Low Density Residential District).
- East — To the east of the school is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District).
- West — West of the school is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District).

SITE PLAN COMMENTS:

- Brookwood Elementary School is located south of 103rd Street and east of Mohawk Road.
- A new facility for Brookwood Elementary School was recently completed, in the same location as the original school. A Preliminary Plan for the new building was approved with Case 31-17 on June 5, 2017 with Ordinance 2838. The Final Plan for Brookwood Elementary School was approved with Case 65-17 on July 17, 2017 with Ordinance 4820.
- The before-and-after school program will serve students enrolled in Pre-Kindergarten and Kindergarten through 6th grade at Brookwood Elementary School.
- The program is licensed by the Kansas Department of Health and the Environment and is run by the Johnson County Park and Recreation District.
- A total of 60 students in elementary grades will be served, along with 24 Pre-Kindergarten students.
- Before school services will begin at 7:00 AM. After school hours will extend to 6:00 PM.
- The program will provide a variety of activities for the students, including physical games, activities and social time, as well as creative arts, homework and reading time.
- No modifications are proposed to the site.

PARKING:

- The parking requirements for Brookwood Elementary School are 1 space for each teacher and staff member. Brookwood Elementary School has 90 parking spaces.
- The parking requirements for a daycare use are 1.5 spaces per employee on maximum shift. The after-school-program maintains a 1:15 staff to participant ration. A total of 6 parking spaces are needed to serve the before-and-after school program. The existing school provides sufficient parking for the before and after school care program.

INTERACT MEETING:

- An Interact Meeting was held on February 18, 2019. A summary of the meeting and sign in sheet are attached.

SIGNAGE:

- No signage is proposed with this application.

GOLDEN CRITERIA:

The character of the neighborhood:

The neighborhood is characterized by single family residential in all directions. The subject property is located south of 103rd Street and east of Mission Road and has existed at this location since 1960. Sidewalk connectivity is available on 103rd Street and within the majority of neighborhoods surrounding the school.

The zoning and uses of properties nearby:

- North — To the north, across 103rd Street, is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District).
- South — Directly south of the site, is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District) and estate lots within Mission Farms, zoned R-1 (Planned Single Family Low Density Residential District).
- East — To the east of the school is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District).
- West — West of the school is the single family residential subdivision of Leawood Estates, zoned R-1 (Planned Single Family Low Density Residential District).

The suitability of the subject property for uses to which it has been restricted:

Residential properties surround the subject site in all directions. The applicant is requesting a Special Use Permit for a before-and-after school program at the school which has existed since 1960. The program is not proposing any exterior changes to the property. The subject property is suitable for the restricted uses.

The time for which the property has been vacant:

The property is not vacant. A school has existed on the property since 1960. A new school was constructed in the same location in 2017.

The extent to which removal of the restrictions will detrimentally affect nearby property:

The project is suitable to this site, but the required Special Use Permit and stipulations recommended for approval with this application are necessary to ensure compatibility with the existing use and the surrounding area.

The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:
Denial of this application will not result in a relative gain to the public health, safety and welfare because this project does not propose a disruptive use or any changes to the site.

The recommendation of the permanent staff:
Staff is recommending approval of Case 13-19, Brookwood Elementary School – request for approval of Special Use Permit for a before-and-after school program.

Conformance of the requested change to the adopted master plan of the City of Leawood:
The Comprehensive Plan designates this property as Public Use. The zoning is R-1. The use is allowed with a Special Use Permit.

ORDINANCE NO. _____

ORDINANCE APPROVING A SPECIAL USE PERMIT [SUP] FOR A BEFORE-AND-AFTER SCHOOL PROGRAM FOR BROOKWOOD ELEMENTARY SCHOOL, LOCATED SOUTH OF 103RD STREET AND EAST OF MOHAWK ROAD. (PC CASE 13-19)

WHEREAS, the applicant submitted a request for approval of a Special Use Permit for an before-and-after school program;

WHEREAS, such request for approval was presented to the Planning Commission on February 26, 2019;

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

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body on March 18, 2019.

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

SECTION 1. APPROVAL OF SPECIAL USE PERMIT. Pursuant to Section 16-4-3 of the Leawood Development Ordinance, permission is hereby granted to use the following property, in the manner set forth in the Special Use Permit on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas 66211, and in accordance with Section 16-2-5.3 of the Leawood Development Ordinance, and subject to the conditions and stipulations listed in Section 2 below, and all other laws and regulations:

Legal Description:

Brookwood Addition, Lot 1

SECTION 2. CONDITIONS AND STIPULATIONS. The Special Use Permit referenced in Section 1 above is hereby approved and adopted subject to the following conditions and stipulations:

1. The project is limited to the approval of a Special Use Permit for the operation of a before-and-after school program for Brookwood Elementary School, opening at 7:00 AM and continuing after school until 6:00 PM.
2. The Special Use Permit shall be issued to Johnson County Park & Recreation District and shall be limited to 20 years from the date of Governing Body approval.
3. No modifications to the site are approved with this application.
4. No signage is approved with this application.
5. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.

6. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through six.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

(SEAL)

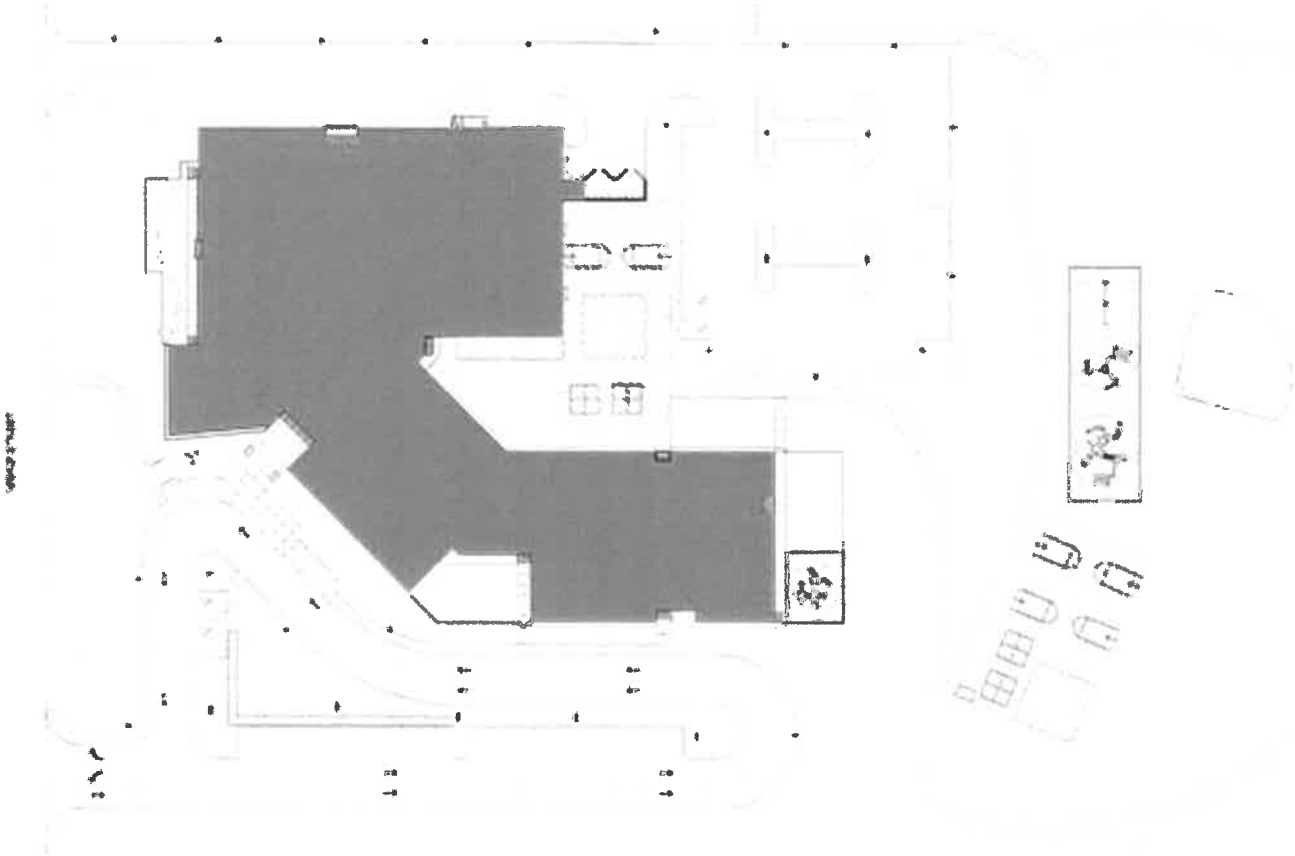
_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney



1

[1] Brookwood Elementary School; 3411 W 103 Street, Leawood, Kansas 66206

Johnson County Park & Recreation District Special Use Permit Application
Interact Meeting: Monday, February 18, 2019 6:00pm
Re: the Operation of a Before and After School Program at Brookwood Elementary School
Leawood Pioneer Library - 4700 Town Center Drive; Leawood, Kansas

Meeting Summary

Three Leawood residents attended the interact meeting. Sign in sheet attached.

Questions asked by attendees:

Q: What are hours of operation? **A:** 7:00-8:00am and 3:00-6:00pm

Q: Who is eligible for attendance? **A:** Brookwood School Students

Q: How many children will be enrolled? **A:** 60 K-6 Grade Students, 24 Pre-K Students

Q: What spaces in school will be used for program? **A:** Gym, Cafeteria (MPR), and classroom TBD

Q: Where will students be delivered and picked up? **A:** Parents will enter the front school door

Q: What days will the program operate? **A:** Monday-Friday

Q: What will you do if a child runs away from the program? **A:** Staff will pursue and if needed law enforcement will be called.

Concerns expressed by attendees:

- Insufficient screen exists to keep headlights from shining in through neighboring home windows when cars enter parking lot.
- Landscaping promised has not been installed.
- Overall profile of the school has lowered property values of homes around school perimeter.
- New school has created drainage issues for surrounding homes.
- One way traffic pattern will have cars turning around in driveways on neighboring streets.
- School district has been unresponsive to neighbor concerns regarding profile of building and parking lot lighting.
- Do not understand the necessity of all school parking lot lighting being on from dusk to dawn as it shines through
- windows in neighboring homes.
- Want information on what type of fence will enclose the playground perimeter.

Conclusion:

Residents were satisfied with answers relating to the operation of the before and after school program. Meeting facilitator directed residents to express all non before and after school questions to the City of Leawood.
Meeting concluded at 7:04 pm.

Summary provided by meeting facilitator: Kim Chappelow-Lee 2/19/2019

Johnson County Park & Recreation District Special Use Permit Application
Interact Meeting: Monday, February 18, 2019 6:00pm
Re: the Operation of a Before and After School Program at Brookwood Elementary School
Leawood Pioneer Library - 4700 Town Center Drive; Leawood, Kansas

Meeting Attendees-PRINT ENTRY

Property Owner Name	Property Address
RAY HARRE	10311 MOHAWK RD
STEVE ROBERTSON	10208 HOWE LANE
Dirk Hacker	10312 Wenonga Ln.

City of Leawood
Planning Commission Meeting
February 26, 2019
Dinner Session – 5:30 p.m. – No Discussion of Items
Leawood City Hall – Main Conference Room
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

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

APPROVAL OF THE AGENDA

Chairman Elkins: I note there is a revised agenda. Do any commissioners have questions about the revised agenda? Does staff have any other comments?

Mr. Klein: No.

A motion to approve the revised agenda was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

APPROVAL OF MINUTES: Approval of the minutes from the January 29, 2019 Planning Commission meeting and the February 12, 2019 Planning Commission work session.

A motion to approve the minutes from the January 29, 2019 Planning Commission meeting was made by Stevens; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Comm. Coleman: On page 5, under my name, the sentence that begins, "I tend to agree…" should be Mr. Coleman as opposed to myself. Then, also the last sentence that begins, "People would plant trees…" should also be Mr. Coleman.

A motion to approve the minutes as amended from the February 12, 2019 Planning Commission work session was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CONSENT AGENDA:
CASE 07-09 – SMITH ESTATE – Request for approval of a Revised Final Plan, located south of 143rd Street and west of Mission Road.

or an increase in traffic requirements. I hope I've answered your questions, but definitely no homeless people.

Chairman Elkins: Thank you. That brings us to a discussion about the application.

Comm. Belzer: I'm curious as to how many members are in the two churches that are combining into one.

David Wilson, 11905 East 76th Terrace, Raytown, MO, appeared before the Planning Commission and made the following comments:

Mr. Wilson: I'm the local pastor of The New Apostolic Church. The average Sunday attendance in 2018 was approximately 100 people with approximately 40 cars. That is the increase in traffic we will have.

Chairman Elkins: Thank you. Other questions? Perhaps after this meeting, you could meet with Ms. Hellinger and address some of her concerns.

Mr. Wilson: I would love to.

Chairman Elkins: Any questions or discussion about Case 12-19?

A motion to recommend approval of CASE 12-19 – VILLAGE OF SEVILLE – THE NEW APOSTOLIC CHURCH USA – Request for approval of a Special Use Permit for a place of worship, located north of 133rd Street and west of State Line Road – with 8 stipulations – was made by Block; seconded by Pateidl. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 13-19 – BROOKWOOD ELEMENTARY SCHOOL – Request for approval of a Special Use Permit for a before-and-after-school program, located south of 103rd Street and east of Mohawk Road. **PUBLIC HEARING**

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

Ms. Schuller: This is Case 13-19 – Brookwood Elementary School – Request for approval of a Special Use Permit for a before- and-after-school-program. The applicant is requesting to operate the program for Brookwood students beginning at 7:00 a.m. and running until 6:00 p.m. The program is run by Johnson County Parks & Recreation. There will be a total of 60 elementary-grade students and 24 pre-kindergarten students. The program will be facilitated by six staff members. The SUP for the program is limited to a term of 20 years. Staff recommends approval of Case 13-19 with the stipulations in the Staff Report. I'm happy to answer any questions.

Comm. Block: Is this school already open?

DRAFT

Ms. Schuller: My understanding is they're planning on moving in over Spring Break. They will be open after that.

Mr. Coleman: They'll open March 15th.

Comm. Block: So, it's not finished?

Mr. Coleman: No, it is, but they're opening mid-semester.

Comm. Block: I ask because it leads me to my question. There were a lot of concerns at the interact meeting by neighbors. Is the landscaping not in yet? Will some of this be addressed?

Mr. Coleman: It's done. The lighting issues have been addressed as well as the landscaping.

Comm. Block: Was there a drainage issue?

Mr. Coleman: I'm unaware of any drainage issues. They have a detention facility in the back by the playground.

Chairman Elkins: Thank you. Any other questions for staff?

Comm. Coleman: I know it has nothing to do with the permit, but I assume we do go out and double check to make sure all the landscaping is put in and the drainage is adequate. The concerns raised by the residents were very valid concerns. They had nothing to do with the SUP, but I just hope that the developer will address them.

Mr. Coleman: Those issues would be addressed separately within my office.

Chairman Elkins: Thank you. If there are no further questions, I would invite the applicant to step forward.

Applicant Presentation:
Kim Chappelow-Lee, 6501 Antioch, Merriam, appeared before the Planning Commission and made the following comments:

Ms. Chappelow-Lee: I'm the Children's Services Manager for Johnson County Parks and Recreation District.

Chairman Elkins: Do you have any further information you'd like to present to the commission?

Ms. Chappelow-Lee: To your question about when the program is opening, we have been operating this program at Brookwood Elementary since 1980, and we are currently operating the program at Indian Creek Technology Center, where the school is

DRAFT

temporarily located. It's not a new business operation for us; it's one that has been in operation for quite some time.

Chairman Elkins: Do you have any objections to the six stipulations?

Ms. Chappelow-Lee: They're fine. We are in agreement.

Chairman Elkins: Do any commissioners have any questions? Because this is a request for an SUP, a Public Hearing is required.

Public Hearing

As there was on one to speak, a motion to close the Public Hearing was made by Pateidl; seconded by Coleman. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Chairman Elkins: Thank you.

A motion to recommend approval of CASE 13-19 – BROOKWOOD ELEMENTARY SCHOOL – Request for approval of a Special Use Permit for a before-and-after-school program, located south of 103rd Street and east of Mohawk Road – with six stipulations – was made by Pateidl; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 17-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-2-7, TABLE OF USES – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Recreation and Entertainment – Indoor. **PUBLIC HEARING**

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

Mr. Klein: This is Case 17-19 – Leawood Development Ordinance Amendment to Section 16-2-7 – Table of Uses, pertaining to Recreation and Entertainment – Indoor. This amendment is to add the use of Recreation and Entertainment – Indoor to the Table of Uses as an allowed use in the Business Park (BP) zoning district with a Special Use Permit. We discussed this change at our February 14th work session. Staff wanted to make the LDO consistent. Currently, Recreation and Entertainment – Outdoor is allowed within that district with an SUP. This would make Indoor consistent with that. The definition for Recreation and Entertainment – Indoor is, "an establishment offering recreation, entertainment, or games of skill to the public for a fee or charge that is wholly enclosed in the building. Typical uses include bowling alleys, indoor theaters, bingo parlors, pool halls, billiard parlors, and video game arcades." Staff is recommending approval of this change to the LDO, and I'd be happy to answer any questions.

DRAFT

Return to Agenda

City of Leawood

13D

Memo

To:	Mayor and City Council
From:	Mark A. Klein, Planning Official
CC:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	March 18, 2019
Date of Memo:	February 27, 2019
Re:	The Planning Commission recommends approval unanimously (6-0) Case 17-19, Leawood Development Ordinance Amendment to Section 16-2-7, Table of Uses, pertaining to Recreation and Entertainment, Indoor.

The attached amendment proposes to allow the use "Recreation and Entertainment, Indoor" within the BP (Planned Business Park) zoning district with the issuance of a Special Use Permit. Section 16-9-222 of the Leawood Development Ordinance defines "Recreation and Entertainment, Indoor" as follows.

Recreation and Entertainment, Indoor – An establishment offering recreation, entertainment or games of skill to the public for a fee or charge and that is wholly enclosed in a building. Typical uses include bowling alleys, indoor theatres, bingo parlors, pool halls, billiard parlors and video game arcades.

Currently the Leawood Development Ordinance allows the use "Recreation and Entertainment, Outdoor", within the BP district with a Special Use Permit, but "Recreation and Entertainment, Indoor" is only allowed within the SD-CR (Planned General Retail) district. Section 16-9-223 defines "Recreation and Entertainment, Outdoor" as follows.

Recreation and Entertainment, Outdoor – An establishment offering recreation, entertainment or games of skill to the public for a fee or charge, wherein any portion of the activity takes place in the open. Typical uses include archery ranges, batting cages, golf driving ranges, drive-in theaters and miniature golf courses.

It is staff's position that the use "Recreation and Entertainment, Indoor" is a suitable use within the BP district with a Special Use Permit and is consistent with the use "Recreation and Entertainment, Outdoor," that is currently allowed within the BP district with a Special Use Permit. The requirement of a Special Use Permit will ensure that the City of Leawood has greater control regarding the potential impacts associated with the use on surrounding properties. The amendment will also allow "Recreation and Entertainment, Indoor," to have retail sales as is currently allowed within the BP district, which is not more than 20% of the permitted use in the same building. The proposed amendment is as follows.

TABLE OF USES												
• = Permitted Use P= Planned Use S= Special Use		Zoning Districts										
(Uses)	AG	RP-A5	R-1	RP-1	RP-2	RP-3	RP-4	SD-O	SD-NCR	SD-NCR 2	SD-CR	BP
Residential												
Recreation and Entertainment, Indoor (excludes uses in retail Sales and Services, except as provided in BP)											P	S

PLANNING COMMISSION MODIFICATIONS:

- None

STAFF PROPOSED MODIFICATION:

Following the Planning Commission meeting on February 26th and after additional discussions with the Legal Department, staff recommends that the parenthetical that is listed in Section 16-2-7, Table of Uses, for "Recreation and Entertainment, Indoor" that restricts retails sales and service be removed as shown below, rather than modifying it to allow retail sales as allowed within the BP district.

TABLE OF USES												
• = Permitted Use P= Planned Use S= Special Use		Zoning Districts										
(Uses)	AG	RP-A5	R-1	RP-1	RP-2	RP-3	RP-4	SD-O	SD-NCR	SD-NCR 2	SD-CR	BP
Residential												
Recreation and Entertainment, Indoor ~~(excludes uses in retail Sales and Services)~~											P	S

The reason for the recommendation is that "Recreation and Entertainment, Indoor" is currently permitted as a Planned Use within the SD-CR zoning district, which allows retail sales and services. In the analysis for the proposed Leawood Development Ordinance amendment that is the subject of this application, it is staff's opinion that there is no reason to exclude retail sales and services for "Recreation and Entertainment, Indoor". However within the BP zoning district, retail sales are limited to a maximum of 20% of the permitted use in the same building for all uses within that zoning district. This restriction of retail sales within the BP district will still apply with the parenthetical being removed. Removal of the parenthetical will require an override of the Planning Commission recommendation.

ORDINANCE NO. _____

ORDINANCE AMENDING § 16-2-7 OF THE LEAWOOD DEVELOPMENT ORDINANCE ENTITLED "TABLE OF USES" AND REPEALING EXISTING SECTION 16-2-7 AND OTHER SECTIONS IN CONFLICT HEREWITH. (PC CASE 17-19)

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

SECTION ONE: Section 16-2-7 of the Leawood Development Ordinance is hereby amended to read as follows:

16-2-7 TABLE OF USES

Land Uses and Development. The following Table of Uses establishes the principal uses that are permitted subject to the provisions of this Ordinance, permitted as a planned use under this Article, or permitted as a special use under this Ordinance for each zoning district. Notwithstanding the designation on the Table of Uses, any use required to be permitted as a right in a residential district by applicable federal or state law shall be so permitted.

TABLE OF USES

• = Permitted Use P= Planned Use S= Special Use		Zoning Districts										
(Uses)	AG	RP-A5	R-1	RP-1	RP-2	RP-3	RP-4	SD-O	SD-NCR	SD-NCR2	SD-CR	BP
Residential												
Apartment House (up to 12 units)							P					
Assisted Living; independent; skilled nursing	S		S	S	S	S	S	S	S	S	S	
Group Home	S	P	P	P	P	P	P					
Single Family Attached (1-4 dwelling units)						P	P					
Nursing or Convalescent Home	S		S	S	S	S	S	S	S	S	S	S
Single Family Residential (detached)	•	P	P	P	P							
Non-Residential												
Adult Entertainment									S		S	
Agriculture	•											
Art Studio/Gallery									P	P	P	
Assembly halls, community centers, auditorium								S	S	S	S	S
Athletic Fields, (privately owned)									S	S	S	
Automated Bank Teller												
Ancillary to Bank or Financial Service								P	P	P	P	
Non-ancillary In-Wall											P	
Aviation fields or airports	S	S	S	S	S	S	S	S	S	S	S	S
Bank or Financial Services								P	P	P	P	
Bank or Financial Services w/ accessory drive-thru								S	P		P	
Campgrounds, picnic groves and fishing lakes	S	S	S	S	S	S	S	S	S		S	S
Cemeteries, mausoleums or crematories	S	S	S	S	S	S	S	S	S	S	S	
Churches, synagogues, other places of worship	S	S	S	S	S	S	S	S	S	S	S	
Club, Private	S	S	S	S	S	S	S	S	S		S	
Communication Tower	S							S	S	S	S	S
Convention Centers	S							S	S	S	S	S
Cultural Service								S	P	P	P	

TABLE OF USES

• = Permitted Use
P= Planned Use
S= Special Use

(Uses)	AG	RP-A5	R-1	RP-1	RP-2	RP-3	RP-4	SD-O	SD-NCR	SD-NCR2	SD-CR	BP
		Zoning Districts										
Day Care, Commercial (11+)/Montessori School								S	S	S	S	S
Funeral Home or Mortuary								P	P		P	
Gun Clubs, Skeet Shoots, Target Ranges	S								S	S	S	S
Health Club								S	P	P	P	P
Hospital	S							S	S	S	S	S
Hotel/Motel	S							S	S		S	S
Kennel									P		P	P
*Veterinary									S		S	S
*General											S	S
*Commercial												S
Manufacturing, assembly, processing												
*Electronic equipment												P
*Medical and dental equipment												P
*Drafting and optical equipment												P
*Watches and clocks												P
*Cosmetics, drugs and pharmaceutical products												P
*Computer equipment												P
Medical Outpatient Care Facility								S		P	P	
Medical/Dental Lab									P	P	P	P
Medical/Dental Service								P	P	P	P	P
Office, General								P	P	P	P	P
Office, Medical								P	P	P	P	P
Off-Street Parking Lots	S	S	S	S	S	S	S	S	S	S	S	S
Parking Structures	S							S	S		S	S
Personal Services								P	P	P	P	P
Photography services, photo processing								S	P	P	P	P
Printing and Publishing												P
Public Utility Facilities	S	S	S	S	S	S	S	S	S	S	S	S
Public Uses/Government Uses	P	P	P	P	P	P	P	P	P	P	P	P
Recreation and Entertainment, Indoor (excludes uses in retail Sales and Services, except as provided in BP)											P	S
Recreation and Entertainment, Outdoor	S							S	S		S	S
Repair Service												P
Research Service												P
Research Services - Limited										S		
Reservoirs, water towers, filter beds, or water treatment plants 1	S	S	S	S	S	S	S	S	S	S	S	S
Retail Sales and Service												
*Appliance and Electronics Sales									P	P	P	P
*Auto Parts supply										P	P	P
*Auto sales/service (not to include used car lots separate from new auto sales)											S	
*Auto Service Centers/TBA (Tire, Battery & Accessories)											P	
*Bakery (Retail only)									P	P	P	
*Bar/Tavern									S		P	
*Barber/Beauty Shop									P	P	P	
*Bicycle Shop									P	P	P	
*Boat Sales/Service											S	
*Book/Stationery/Gift Shop									P	P	P	
*Bowling Alley/Center											P	
*Building Materials Sales, Indoor/Totally Enclosed											P	
*Business Equipment												P

TABLE OF USES

• = Permitted Use
P= Planned Use
S= Special Use

(Uses)	AG	RP-A5	R-1	RP-1	RP-2	RP-3	RP-4	SD-O	SD-NCR	SD-NCR2	SD-CR	BP
		Zoning Districts										
*Business Services												P
*Camera Shop/Photographic Studio									P	P	P	
*Car Wash, Full Service/Totally Enclosed											P	
*Catalog Center											P	P
*Clothing/Accessory Store									P	P	P	
*Community service organization								P	P	P	P	
*Computer Sales and Service									P	P	P	P
*Construction Sales and Service, Indoor/Enclosed												P
*Convenience Store (w/o gasoline sales)									S		P	
*Convenience Store (with gasoline sales)											S	
*Department Store									S		P	
*Drug Store/Health Care Supply									P	P	P	
*Drug Store with Drive Thru											S	
*Dry Cleaner/Laundry									P	P	P	S
*Dry Cleaner with Drive Thru											S	
*Flower Shop/Garden Store									P	P	P	
*Food Stores, Specialty									P	P	P	
*Furniture Upholstery/repair												P
*Furniture/Home Furnishings									P	P	P	
*Gas Station/Service Station											S	
*Gift/souvenir shop									P	P	P	
*Graphic, Industrial, Interior Design												P
*Greenhouse, commercial	S										P	P
*Grocery Store/Supermarket									P		P	
*Hardware Store									P	P	P	
*Home Accessory Shop/Boutique									P	P	P	
*Home Remodeling and Light construction Supply/Sales										P	P	P
*Laundromat									P		P	
*Medical and hospital equipment supplies												P
*Motorcycle sales and service (indoor)											P	
*Movie Rental/Sales									P	P	P	
*Movie Theater/Indoor											P	
*Music Store									P	P	P	
*Nursery sales office (wholesale or retail) flower shop, green house	S								P		P	
*Office Supply									P	P	P	
*Packaged Liquor Sales									S		S	
*Pet Shop									P		P	
*Recreational Vehicles sales/service											S	
*Restaurant, Fast Food with Drive Through											S	S
*Restaurant, Fast Food, Dine In/Carry Out									S		P	S
*Restaurant, General									P		P	
*Sewing/Fabric Store									P	P	P	
*Shoe Repair									P	P	P	
*Shopping Center, Neighborhood									P		P	
*Shopping Center, Regional									S		P	
*Sporting Goods Sales/Rental									P	P	P	
*Tailoring/Alterations									P	P	P	
*Toy/Hobby Shop									P	P	P	
*Truck sales and service (1 ton or less "light")											S	
*Vehicle and Equipment Sales and Service											S	
*Vending/game machine sales/service												P
*BIG BOX RETAIL											S	

TABLE OF USES

• = Permitted Use P= Planned Use S= Special Use		Zoning Districts										
(Uses)	AG	RP-A5	R-1	RP-1	RP-2	RP-3	RP-4	SD-O	SD-NCR	SD-NCR2	SD-CR	BP
Retail Sales with Limited Manufacturing											S	
Riding stables and tracks	S	S	S	S	S	S	S	S	S		S	S
School, Public & Private, Elementary, Middle or High	S	S	S	S	S	S	S	S	S	S	S	
School, business/secretarial										P	P	P
School, college or university	S							S	S	S	S	
School, technical/vocational												P
Studio, Television or Film								P				P
Television and amateur radio antennae exceeding district height limitations	S	S	S	S	S	S	S	S	S	S	S	S
Towers, radio, television and microwave	S	S	S	S	S	S	S	S	S	S	S	S
Veterinarian/Animal Care	S							S	P		P	P
Warehouse												P
Wastewater treatment plant	S	S	S	S	S	S	S	S	S	S	S	S
Wholesale establishment												P
Wireless Communications Facilities & Antennae †	S	S	S	S	S	S	S	S	S	S	S	S

[1]Reservoirs, water towers, filter beds or water treatment plants developed pursuant to an interlocal agreement between the applicant and the Governing Body are exempt from the Special Use Permit requirement.
† *Subject to requirements of16- 4-12.*

SECTION TWO: This ordinance shall be construed as follows:

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

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

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

SECTION THREE: That existing LDO Section 16-2-7 and other sections in conflict herewith are hereby repealed.

SECTION FOUR: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 18th of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____

Peggy J. Dunn, Mayor

ATTEST:

_____

Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

_____

Andrew K. Hall, Assistant City Attorney

City of Leawood
Planning Commission Meeting
February 26, 2019
Dinner Session – 5:30 p.m. – No Discussion of Items
Leawood City Hall – Main Conference Room
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

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

APPROVAL OF THE AGENDA

Chairman Elkins: I note there is a revised agenda. Do any commissioners have questions about the revised agenda? Does staff have any other comments?

Mr. Klein: No.

A motion to approve the revised agenda was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

APPROVAL OF MINUTES: Approval of the minutes from the January 29, 2019 Planning Commission meeting and the February 12, 2019 Planning Commission work session.

A motion to approve the minutes from the January 29, 2019 Planning Commission meeting was made by Stevens; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Comm. Coleman: On page 5, under my name, the sentence that begins, "I tend to agree…" should be Mr. Coleman as opposed to myself. Then, also the last sentence that begins, "People would plant trees…" should also be Mr. Coleman.

A motion to approve the minutes as amended from the February 12, 2019 Planning Commission work session was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CONSENT AGENDA:
CASE 07-09 – SMITH ESTATE – Request for approval of a Revised Final Plan, located south of 143rd Street and west of Mission Road.

temporarily located. It's not a new business operation for us; it's one that has been in operation for quite some time.

Chairman Elkins: Do you have any objections to the six stipulations?

Ms. Chappelow-Lee: They're fine. We are in agreement.

Chairman Elkins: Do any commissioners have any questions? Because this is a request for an SUP, a Public Hearing is required.

Public Hearing

As there was on one to speak, a motion to close the Public Hearing was made by Pateidl; seconded by Coleman. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Chairman Elkins: Thank you.

A motion to recommend approval of CASE 13-19 – BROOKWOOD ELEMENTARY SCHOOL – Request for approval of a Special Use Permit for a before-and-after-school program, located south of 103rd Street and east of Mohawk Road – with six stipulations – was made by Pateidl; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 17-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-2-7, TABLE OF USES – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Recreation and Entertainment – Indoor. **PUBLIC HEARING**

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

Mr. Klein: This is Case 17-19 – Leawood Development Ordinance Amendment to Section 16-2-7 – Table of Uses, pertaining to Recreation and Entertainment – Indoor. This amendment is to add the use of Recreation and Entertainment – Indoor to the Table of Uses as an allowed use in the Business Park (BP) zoning district with a Special Use Permit. We discussed this change at our February 14th work session. Staff wanted to make the LDO consistent. Currently, Recreation and Entertainment – Outdoor is allowed within that district with an SUP. This would make Indoor consistent with that. The definition for Recreation and Entertainment – Indoor is, "an establishment offering recreation, entertainment, or games of skill to the public for a fee or charge that is wholly enclosed in the building. Typical uses include bowling alleys, indoor theaters, bingo parlors, pool halls, billiard parlors, and video game arcades." Staff is recommending approval of this change to the LDO, and I'd be happy to answer any questions.

DRAFT

Chairman Elkins: Thank you. Are there questions for Mr. Klein? If not, I note that because this is an amendment to the LDO, a Public Hearing is required.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Coleman; seconded by Pateidl. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Chairman Elkins: That brings us to a discussion. If not, is there a motion?

A motion to recommend approval of CASE 17-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-2-7, TABLE OF USES – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Recreation and Entertainment – Indoor – was made by Belzer; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 144-18 – 2018 ANNUAL UPDATE TO THE CITY OF LEAWOOD COMPREHENSIVE PLAN – Request for approval of the 2018 Comprehensive Plan. **PUBLIC HEARING**

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

Mr. Klein: This is Case 144-18 – Annual Update to the City of Leawood Comprehensive Plan for 2018. Within this change of the LDO amendment, we have done a lot of formatting, as discussed in previous work sessions. We have changed the look of the document, trying to add more graphics and make it a little easier to read. In addition to that, we added changes to the Points of Interest to make the symbols a little clearer. We also included the historic trails (Oregon, Santa Fe, and California) reflected in the Comprehensive Plan. We have also included a map that shows Self-Propelled Leawood. It is carried out in more detail in the document itself. Additionally, we have updated a number of uses in the Comprehensive Plan (*shows them on the monitor)*. There are seven changes made to the Comprehensive Plan map:

1. The first had to do with 9617 Lee Boulevard, which is the proposed site of the new Fire Station. The Police Station will be removed, and the city would like to turn the northern portion into a public park. Currently, this is shown as all Public. The revision has the northern park as Public Open Space.
2. The second change has to do with boundaries of Johnson County Wastewater. This amendment outlines the new boundaries to reflect it more accurately.
3. The third change has to do with property that is currently shown as Mixed-Use Development south of College Boulevard along State Line Road. There is actually an existing office building, and it seemed more appropriate to designate the area as Office.

DRAFT

Return to Agenda

City of Leawood
Planning Services

13 E

Memo

To:	Mayor and City Council
From:	Jessica Schuller, Planner II
CC:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development Mark Klein, Planning Official
Date of Meeting:	March 18, 2019
Date of Memo:	February 27, 2019
Re:	The Planning Commission recommends approval unanimously (6-0) Case 144-18, 2018 Annual Update of the City of Leawood Comprehensive Plan

---

Attached is the 2018 annual update of the City of Leawood Comprehensive Plan. The updates to the Comprehensive Plan include the following:

- Update to Tables and Figures within the plan reflecting the most recent demographic information from the U.S. Census American Communities Survey for Leawood.
- Revised layout, formatting and photos depicting developments within Leawood.
- Amendments to the Comprehensive Plan Land Use Map, including:
  - Additions and changes to the Points of Interest symbolization.
  - Inclusion of the existing, future and private trails within Leawood, which are shown in greater detail within the Self Propelled Leawood: A Pedestrian and Bicycle Master Plan trail maps.
  - Inclusion of the National Historic Trails, which are shown in greater detail on page 54 of the 2018 City of Leawood Comprehensive Plan.
  - Changed the northern half of the fire station property at 9609 Lee Boulevard to Public Open Space.
  - Updated the boundary of the Johnson County Wastewater Treatment Facility.
  - Changed the future land use of the property located south of College Boulevard and west of State Line Road from Mixed Use to Office.
  - Added a hospital icon to the property located at 133rd and State Line Road, representing St. Luke's Community Hospital.
  - Updated the alignment of 137th Street at Kenneth Road for better graphic representation.
  - Changed the future land use of the property in the northern portion of the public maintenance facilitiy, located at 143rd Street and Kenneth Road, from Business Park to Public.
  - Updated the future local street network at 151st and Mission Road, to represent the Hills of Leawood.
- Update of information regarding developments within Leawood.
- Update of the names of the Governing Body, Planning Commission, and staff.
- Update the year from 2017 to 2018.

PLANNING COMMISSION MODIFICATIONS:

- None.

RESOLUTION NO. _____

RESOLUTION APPROVING THE 2018 UPDATE TO THE COMPREHENSIVE PLAN OF THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS (PC CASE 144-18)

WHEREAS, the preparation of a comprehensive plan is necessary in order to successfully guide the growth of a community;

WHEREAS, the City of Leawood (the "City") has determined a need to update the Comprehensive Plan Text and Map (the "Comprehensive Plan") of the City;

WHEREAS, a review of the City's development trends, an inventory of existing conditions and a guide to the City's future development have all been created;

WHEREAS, a public hearing concerning these elements of the Comprehensive Plan was held on February 26, 2019 by the Planning Commission in accordance with K.S.A. 12-747; and

WHEREAS, following the public hearing on February 26, 2019 the Planning Commission voted to recommend approval of the Comprehensive Plan.

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

SECTION ONE: The Governing Body hereby approves the Planning Commission's recommendation of approval for said Comprehensive Plan Text and Map.

ADOPTED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019

_____
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney

City of Leawood
Planning Commission Meeting
February 26, 2019
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APPROVAL OF THE AGENDA

Chairman Elkins: I note there is a revised agenda. Do any commissioners have questions about the revised agenda? Does staff have any other comments?

Mr. Klein: No.

A motion to approve the revised agenda was made by Coleman; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

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Comm. Coleman: On page 5, under my name, the sentence that begins, "I tend to agree…" should be Mr. Coleman as opposed to myself. Then, also the last sentence that begins, "People would plant trees…" should also be Mr. Coleman.

A motion to approve the minutes as amended from the February 12, 2019 Planning Commission work session was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CONSENT AGENDA:
CASE 07-09 – SMITH ESTATE – Request for approval of a Revised Final Plan, located south of 143rd Street and west of Mission Road.

DRAFT

Chairman Elkins: Thank you. Are there questions for Mr. Klein? If not, I note that because this is an amendment to the LDO, a Public Hearing is required.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Coleman; seconded by Pateidl. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Chairman Elkins: That brings us to a discussion. If not, is there a motion?

A motion to recommend approval of CASE 17-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-2-7, TABLE OF USES – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Recreation and Entertainment – Indoor – was made by Belzer; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

CASE 144-18 – 2018 ANNUAL UPDATE TO THE CITY OF LEAWOOD COMPREHENSIVE PLAN – Request for approval of the 2018 Comprehensive Plan. **PUBLIC HEARING**

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

Mr. Klein: This is Case 144-18 – Annual Update to the City of Leawood Comprehensive Plan for 2018. Within this change of the LDO amendment, we have done a lot of formatting, as discussed in previous work sessions. We have changed the look of the document, trying to add more graphics and make it a little easier to read. In addition to that, we added changes to the Points of Interest to make the symbols a little clearer. We also included the historic trails (Oregon, Santa Fe, and California) reflected in the Comprehensive Plan. We have also included a map that shows Self-Propelled Leawood. It is carried out in more detail in the document itself. Additionally, we have updated a number of uses in the Comprehensive Plan (*shows them on the monitor)*. There are seven changes made to the Comprehensive Plan map:

1. The first had to do with 9617 Lee Boulevard, which is the proposed site of the new Fire Station. The Police Station will be removed, and the city would like to turn the northern portion into a public park. Currently, this is shown as all Public. The revision has the northern park as Public Open Space.
2. The second change has to do with boundaries of Johnson County Wastewater. This amendment outlines the new boundaries to reflect it more accurately.
3. The third change has to do with property that is currently shown as Mixed-Use Development south of College Boulevard along State Line Road. There is actually an existing office building, and it seemed more appropriate to designate the area as Office.

DRAFT

4. The fourth change has to do with a micro-hospital that was approved for Village of Seville. It's located at the northwest corner of the intersection of 133rd Street and State Line Road. It has been constructed and exists there currently. Staff is proposing to add a hospital symbol to designate it as a hospital.
5. The fifth change was to add a graphical representation for the alignment of 137th Street, particularly as it extends from Kenneth Road to the west. Currently, the graphics show it more jagged.
6. The sixth change deals with property at the southeast corner of 143rd Street and Kenneth Road. This is the location of the Public Works facility. The city is interested in these properties to the north that would actually be utilized for future Parks Department facilities. It has been changed from Planned Business District to Public.
7. The last change has to do with the platting that was done in the '60s to what has recently been proposed with Hills of Leawood, which you saw tonight. Currently, on the plan, they show the street extending from Mission Road and a northwest street going down to 151st Street. The change reflects the alignment that Hills of Leawood is proposing, and it also reflects the city's expectation that there will be a connection over to Mission Road.

Staff is recommending approval of the changes to the LDO, and I would be happy to answer any questions.

Chairman Elkins: Thank you. Are there questions for Mr. Klein?

Comm. Pateidl: On the piece of property located at 143rd and Kenneth Road next to the existing Public Works maintenance facility, you've indicated that the city has put an interest in doing something with that piece of property to the south and west. Does the city own that property?

Mr. Klein: I believe that it has been purchased.

Comm. Block: I think these are nice improvements. It does look much nicer. Thanks to staff for doing that and for adding the 135th Street Community Plan.

Chairman Elkins: If there are no other questions, this case requires a Public Hearing.

Comm. Pateidl: If we're looking at Case 17-19, it is related to some changes to the Table of Uses. Case 144-18 is the update. Are we taking both at the same time?

Chairman Elkins: We're already done with Case 17-19.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Pateidl; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

DRAFT

Chairman Elkins: That brings us to discussion of the Comprehensive Plan. Are there any other comments?

Comm. Coleman: Because this is Commissioner Pateidl's last meeting, I would like nothing better than for him to close out his ten years of service by making one additional motion.

A motion to recommend approval of CASE 144-18 – 2018 ANNUAL UPDATE TO THE CITY OF LEAWOOD COMPREHENSIVE PLAN – Request for approval of the 2018 Comprehensive Plan – was made by Pateidl; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: Hunter, Belzer, Pateidl, Coleman, Block, and Stevens.

Chairman Elkins: The chair notes that, on the dais with the plan, there are two memoranda that are part of the original. They constitute the required annual reports for two of our impact fees. Chair would note that the first memorandum is dated February 21, 2019, the subject of which is 2018 135th Street Corridor Impact Fee Report. I would note for the record that the balance in that fund as of December 31, 2018 was $143,363.10. Does anyone on the commission have questions or concerns about this memorandum?

Mr. Klein: Those were pulled from the agenda.

Chairman Elkins: Very good. Since it has been quite a night, I will rise to a point of personal privilege with mixed feelings. As Commissioner Coleman has already noted, tonight marks the end of ten years of service by Commissioner Pateidl, a number of which, he has served as Vice-Chairman of the Planning Commission in a very able way. I just want to express my appreciation at a personal level as well as a representative of the city for all the great work that Jim has done over the last ten years. He has always been willing to express his concerns about the best interests of the citizens of the City of Leawood. For that, the commission, the staff, and the City of Leawood are very grateful. I would also note that we have a small token of both the commission and the city's appreciation for the good, hard work that Commissioner Pateidl has done over the last ten years. In addition, this is a bit of an unusual night, and unfortunately, he was not able to join us tonight, but this also marks the end of Kip Strauss's service on the Leawood Planning Commission. He, too, has provided great value as a design professional, particularly in the space of transportation, which is his area of expertise. He has always been very generous in lending his expertise to the commission, to the staff, and to the City of Leawood. I would be remiss if I didn't note the work that he did over the years of study for the 135th Street Corridor Plan that we currently operate under. Again, he brought all of his expertise and enthusiasm for the City of Leawood to that project. For that, both the city and the staff are extremely grateful. I would open the floor to any other commissioners who wish to comment on the departure of our two colleagues.

Comm. Coleman: I did a little homework today in familiarizing myself on how long both Kip and Jim have been on the commission. I'll take Kip first. He has been on for eight

DRAFT

2018 UPDATE

CITY OF LEAWOOD
COMPREHENSIVE PLAN

Acknowledgements

Mayor
Peggy J. Dunn

Governing Body
Debra Filla
Andrew Osman
Mary Larson
Jim Rawlings
Lisa Harrison
Chuck Sipple
James Azeltine
Julie Cain

Chair
Marc Elkins

Planning Commission
James Pateidl - Vice Chair
Stacey Belzer
Matt Block
David Coleman
Liz Hoyt
Mandi Hunter
Doug Stevens
Kip Strauss

City Administrator
Scott Lambers

Community Development
Richard Coleman - Community Development Director
Mark Klein - Planning Official
Jessica Schuller - Planner
Ricky Sanchez - Planner
Debbie Brenner - Planning Administrative Assistant

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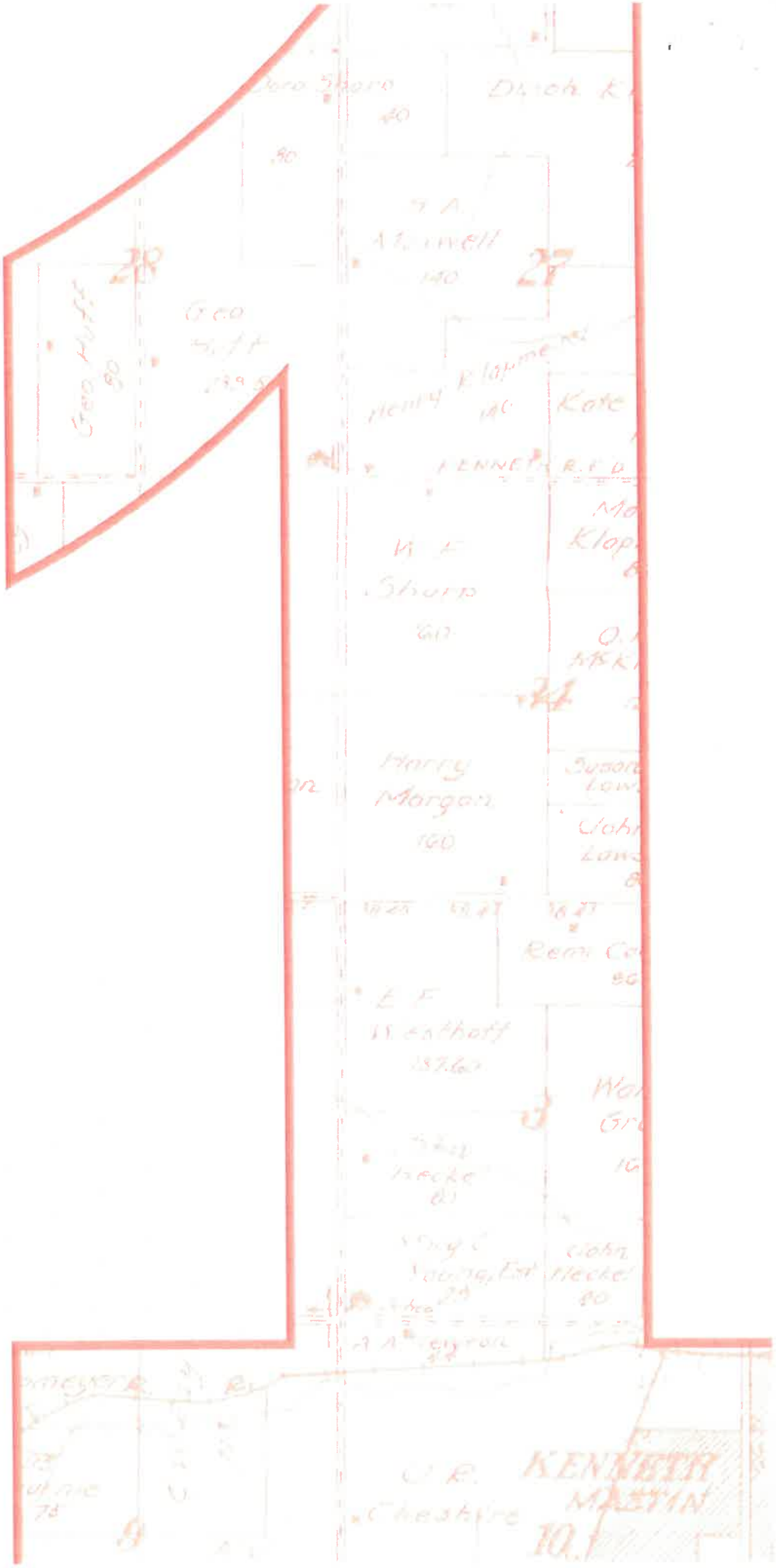

Doro Sharp
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Maxwell
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Geo
Geo Huff
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Henry Klapmeyer
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Kate
KENNETH R.F.D.
W. F.
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Klap
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Harry
Morgan
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U. R.
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1. INTRODUCTION

From its incorporation in 1948, Leawood has sought to emphasize high quality development, which offers a unique sense of place. The first 500 homes built in Leawood were custom designed by professional architects to reflect the owner's individuality and to avoid stereotypical designs. As a result, Leawood is widely recognized as a premier residential area and a desirable place to live and work.

The Plan

In order to successfully guide the community's growth, the Leawood Comprehensive Plan and the accompanying maps have been prepared. The purpose of the Comprehensive Plan is to guide the growth and development of the community. It includes analyses, recommendations and proposals for the community's population, economy, housing, transportation, community facilities, and land use. The 135th Street Community Plan was approved in 2014 by Resolution 4258. Self Propelled Leawood was also approved in 2014 by Resolution 4346, and both documents are ~~is~~ incorporated by reference into this document.

Analysis of Leawood

Section 2 chronicles the development of Leawood, providing a narrative history of the community, a description of its natural environment and land area (including a record of annexations) and a documentation of past demographic statistics. A preview of the City's development and economic trends completes this section.

Evaluation Area Analysis

Information contained in Section 3 forms the foundation of the Comprehensive Plan. Each distinct district within the community, the North, the Central, and the South, is examined in detail. ~~Additionally, specific studies of various development concerns within Leawood are included.~~ Tables are included to provide information regarding existing buildings, buildings which have been approved but not constructed, and the total square footage planned for a development.

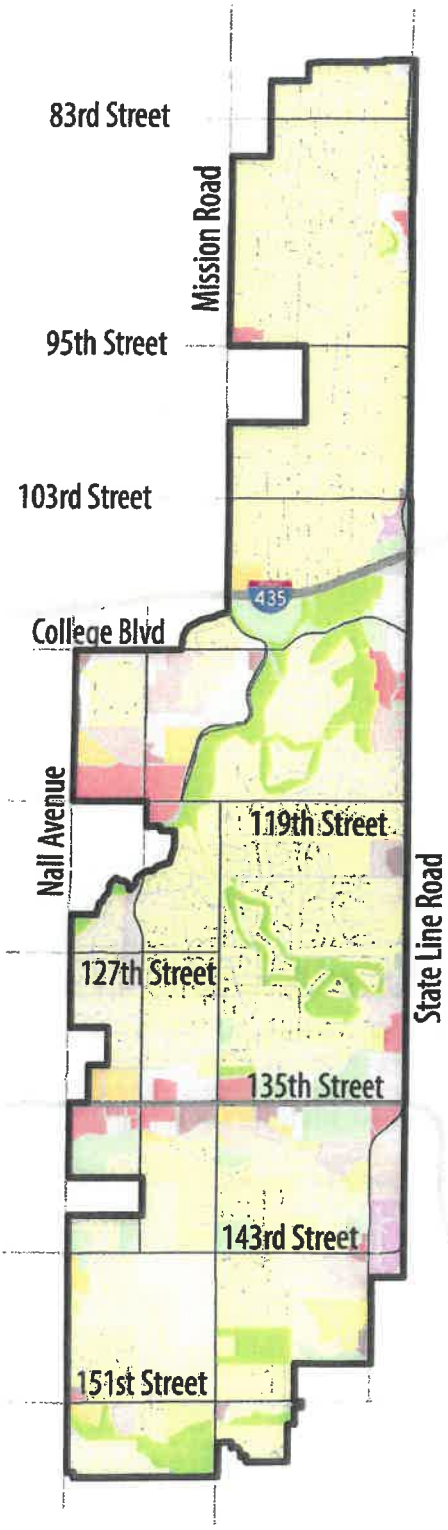
Guide to Future Development

Developed in ~~this final~~ Section 4 of the Comprehensive Plan is a framework for the future of the Leawood community. The goals and objectives of the City's development process are outlined and their implementation is addressed through planning policies and long-range plans.

The common thread throughout all sections of the Comprehensive Plan is the City's vision of distinctive development. The future Leawood will be a sophisticated mix of prestigious residential and vibrant commercial areas accentuated by the special qualities, identified within this Plan, that make Leawood unique among area cities.

Figure 1.1 Map of the City of Leawood

Figure 1.2 Zoning Map



Comprehensive Plan Land Use Categories

The Comprehensive Plan, in its role as a policy guide for future development, applies the following land use categories. In Table 1.1, the land use classification is shown in bold letters followed by the current zoning district(s) applicable to each specific land use classification. Proposed development is required to pursue one of the applicable zoning districts associated with the particular land use designation or to request a new land use classification.

Table 1.1 Land Use Designation and Corresponding Zoning Districts

Low Density Residential	
AG	Agricultural
RP-A5	Planned Rural Density Single Family Residential
R-1	Planned Single Family Low-Density Residential
RP-1	Planned Single Family Residential
Medium Density Residential	
RP-2	Planned Cluster Detached Residential
RP-3	Planned Cluster Attached Residential
High Density Residential	
RP-4	Planned Apartment Residential
Retail	
SD-NCR	Planned Neighborhood Retail
SD-NCR2	Planned Neighborhood Retail 2
SD-CR	Planned General Retail
Office	
SD-O	Planned Office
Mixed Use	
MXD	Mixed Use
Business Park	
BP	Planned Business Park
Open Space	
REC	Planned Recreational
FL	Flood Hazard Overlay

The Process

Kansas statute authorizes municipal Planning Commissions "to make or cause to be made a comprehensive plan" (K.S.A 12-747 et seq.) that will constitute the basis for coordinated and harmonious development in the community, K.S.A. 12-741 et seq. also authorizes cities to enact planning and zoning laws and regulations "for the protection of the public health, safety and welfare".

The plan document itself may be developed by staff, public committees, and the Planning Commission, or any combination thereof; the importance of community input is evident by the requirement of a public hearing as part of the process.

The Planning Commission, however, is ultimately responsible for providing final development recommendations to the Governing Body for final decision. Such recommendations should incorporate:

The general location, extent and relationship of land uses both public and private,

Population and building intensity standards and restrictions,

Public facilities, including systems for the transportation of persons and goods,

Public improvements programming, related fiscal information, including long-term financing plans for improvements associated with development,

Natural resource use and conservation measures, or any other element deemed necessary for the proper development or redevelopment of the City.

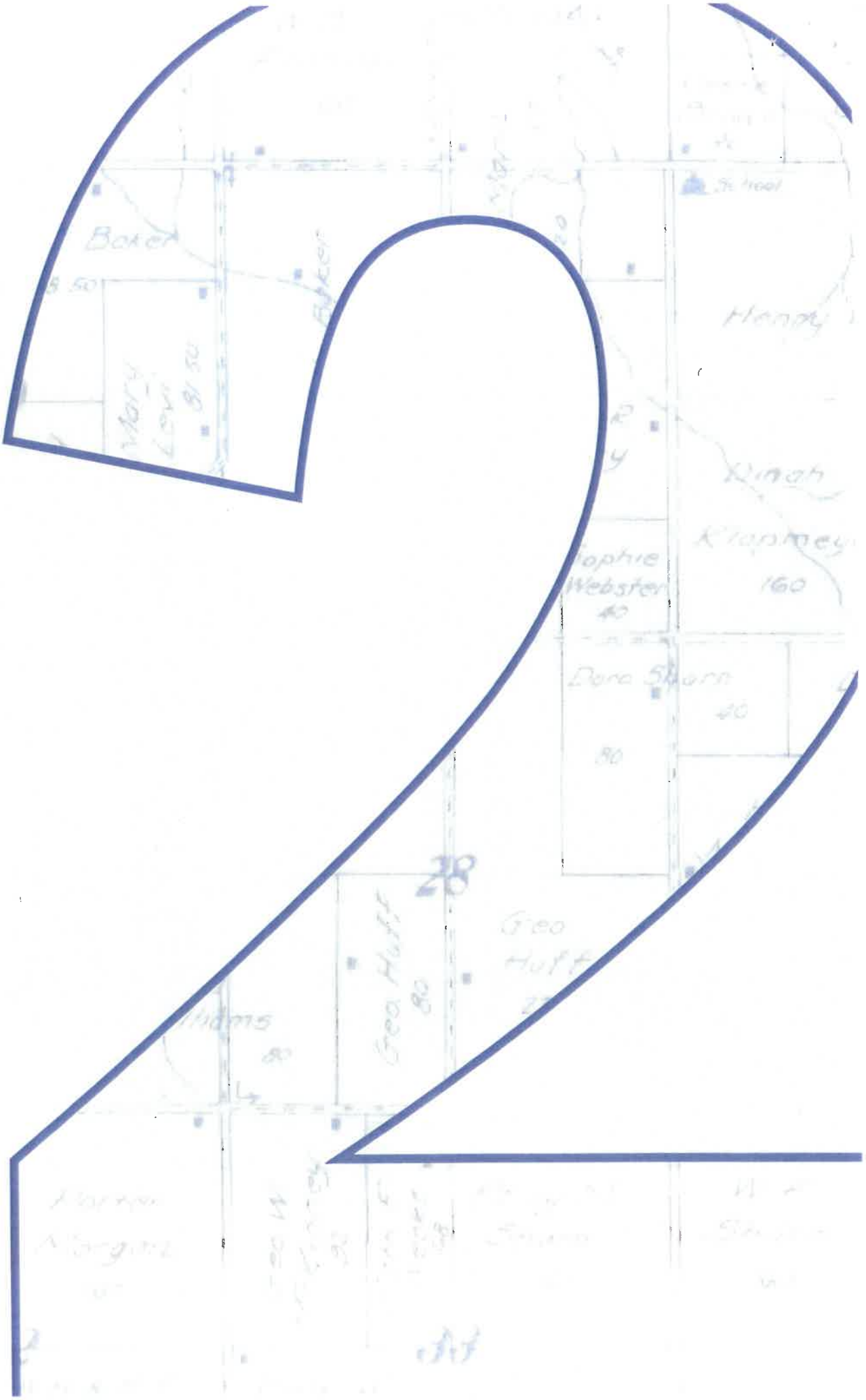
KANSAS OFFICE *of*
REVISOR *of* STATUTES

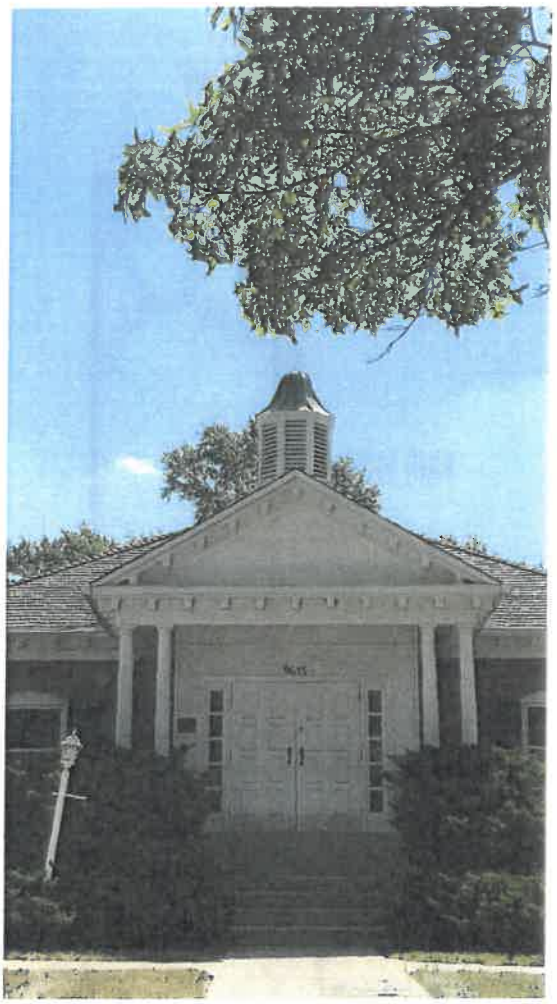
12-741. Planning and zoning in cities and counties; authorization. (a) This act is enabling legislation for the enactment of planning and zoning laws and regulations by cities and counties for the protection of the public health, safety and welfare, and is not intended to prevent the enactment or enforcement of additional laws and regulations on the same subject which are not in conflict with the provisions of this act.

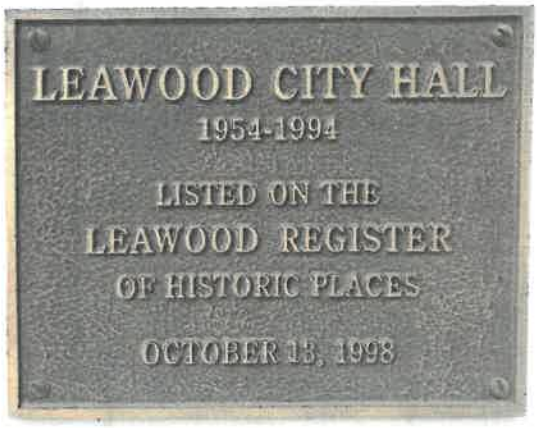
(b) The provisions of this section shall become effective on and after January 1, 1992.

History: L. 1991, ch. 56, § 1; July 1.

Leawood City Hall







2. ANALYSIS OF LEAWOOD

History

Although Leawood is a young city, it has a rich and vibrant history dating back to the Native American peoples that first lived in this area. In fact, the state name "Kansas" is derived from the Kanza tribe, the original inhabitants of the area that would become Leawood.

An influx of French and American traders in the 1700s, including the legendary Daniel Boone, explored this land. After the Louisiana Purchase in 1803, the area directly east of what would become State Line Road opened for settlement. The Santa Fe Trail, Oregon Trail, and California Trail, which crossed into the territory at 123rd and State Line, also hastened early development in the Leawood area.

The Border Ruffian War, 1855-1857, had a brief negative impact on the local economy - bands of men, on political pretext, robbed settlers and traders, leading to a curtailment of activities along the Santa Fe Trail. However, early in 1857, economic conditions rebounded as the town of Oxford, Kansas, was founded. Leawood's predecessor by a little less than a century, Oxford became a trade center for a large part of the surrounding area. Unfortunately, Oxford was one of the casualties of the Civil War -- after 1865, little remained but the boundaries of the township.

The seeds of modern Leawood were planted during the Roaring 20's, when Oscar G. Lee, a retired police officer from Oklahoma, moved to Johnson County. Mr. Lee, the namesake of Leawood, built his home just north of where the original Leawood City Hall now stands. Offering to provide a road through his property, Mr. Lee first dedicated for public use Lee Boulevard, from 83rd Street to 103rd Street.

By 1948, the housing development started by the Kroh brothers provided the impetus for incorporation as a city. Accordingly, on November 30, 1948, with a population less than 2,000, Leawood became a city of the third class. Leawood, the first of the suburban cities of northeast Johnson County to incorporate, continued its rapid development and in 1959 became a city of the second class.

From 1959 to the present Leawood has developed at a rapid pace. The City's boundaries now stretch from Somerset on the north to 155th Street on the south and State Line Road on the east to Mission Road (north of I-435) and Nall Avenue (south of I-435) on the west. As of 2015, Leawood, a city of the first class with approximately 33,339 residents, is a city proud of what it has accomplished in such a short time and proud of the rich heritage that has driven those accomplishments.

Natural Features

Leawood is considered a beautiful community in northeastern Kansas because of the City's natural resources. The Map of Natural Features (Figure 2.1) indicates the location of environmental elements that will affect urban development.

Land Characteristics

Leawood's land is characterized by flat valleys rising to gently rolling hills. The land generally slopes 2-8 percent. A very small percentage of the City's total land area slopes 12 percent or more, primarily in areas along the Indian, Tomahawk and Negro creeks. Land elevations range from 850 to 1000 feet above sea level.

Soils

Three general types of soil exist in Leawood:

Kennebec-Chase soils can be found in the Tomahawk Creek and Blue River floodplains. These soils are deep and moderately well drained except in lowland areas. Certain development limitations, including ground water problems, must be taken into account with this type of soil.

Polo-Oska is the predominate soil type found in Leawood. Polo-Oska, a well-drained, deep to moderately deep soil with loam or clay subsoil, is generally located on uplands. Development limitations of this soil include bedrock depth (20-48 inches) and shrink/swell potential.

Sharpsburg-Oska soils, deep to moderately deep and well drained to moderately well drained with loam or clay subsoil, appear in the uplands south of Interstate-435 adjacent to State Line Road. The permeability of this soil is a development limitation; depth problems are also possible with this soil type.

Figure 2.1 Map of Natural Features

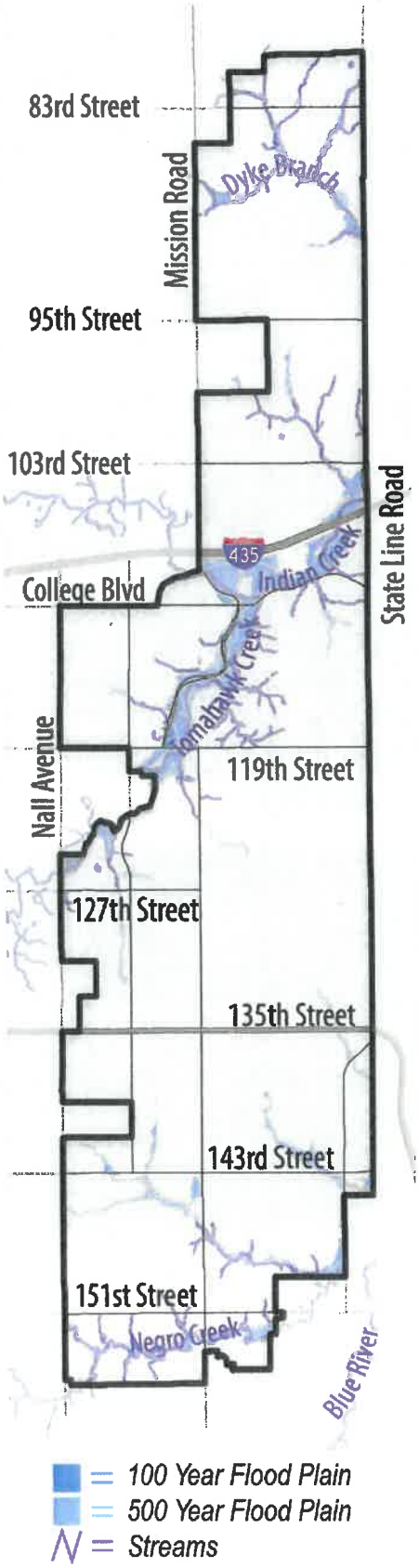
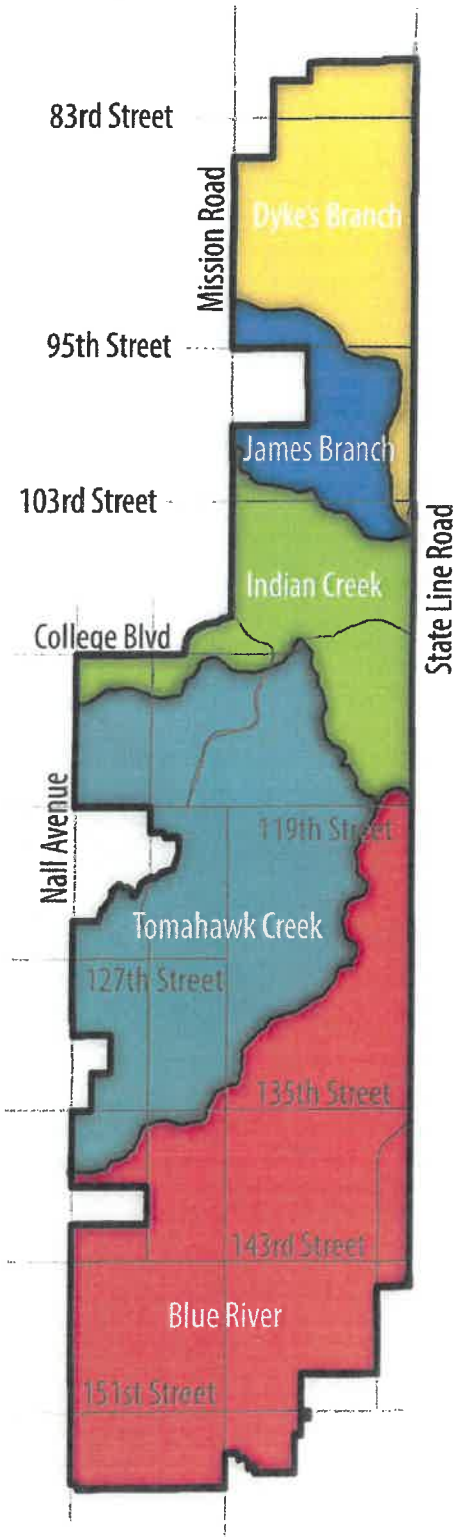


Figure 2.2 Map of Watersheds



Watersheds

Within the city limits of Leawood, there are five major watersheds that provide a natural system of surface water drainage. The natural system is enhanced where practical by engineered drainage systems. In developed northern Leawood, storm sewer systems are already in place; the few locations where these systems are considered inadequate are addressed in the City's Capital Improvements Program and/or the 1/8th Cent Sales Tax (Expires June 30, 2021).

Appropriate drainage system design remains an important element of runoff management in the developing portion of the City, as well – every new development and all redevelopment is required by ordinance to address and make provisions for drainage in accordance with the City's recommended storm water management criteria. Figure 2.2 displays the watersheds in Leawood, and Table 2.1 provides the total acreage of each watershed.

Table 2.1: Watersheds and Acreage

Watershed	≈ Acreage	Flows Into
Dykes Branch	1,318	Indian Creek
James Branch	624	Indian Creek
Indian Creek	1,257	Blue River
Tomahawk Creek	2,808	Indian Creek
Blue River	3,713	Missouri River
TOTAL	**9,720**	

Source: Leawood Community Development Department

Land Area

Leawood encompasses ~~14.7~~ 15.2 square miles and resembles an elongated rectangle running north/south. Leawood is bordered on the west and south by Overland Park, Kansas; on the north by Prairie Village, Kansas; and on the east by Kansas City, Missouri.

There have been sixty-one (61) annexations to Leawood since incorporation in 1948. The individual annexations ranged in size from 1.5 to over 1,000 acres, as shown in Table 2.2.

Table 2.2: Annexation History and Acreage

Annexation History	≈ Acreage
1950 – 1960	1,003.19
1961 – 1970	7,161.26
1971 – 1980	483.60
1981 – 1990	124.75
1991 – Present	41.00
TOTAL	**8,813.80**

Source: Leawood Community Development Department

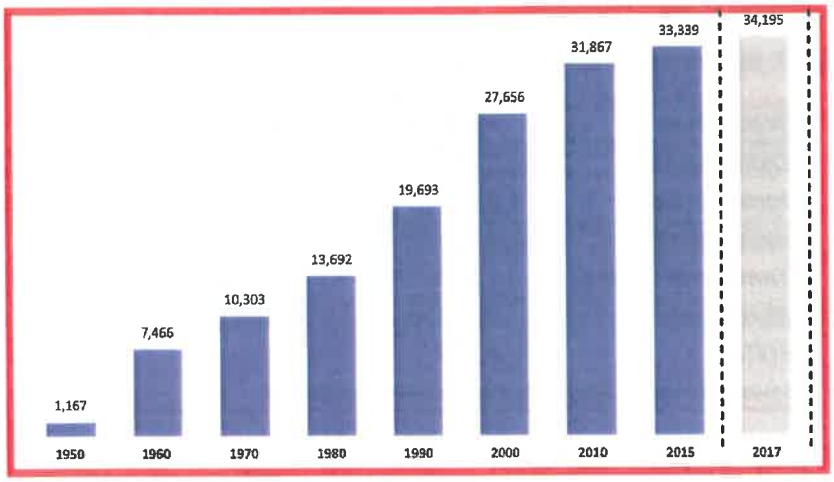
Demographics

Population

Growth Patterns

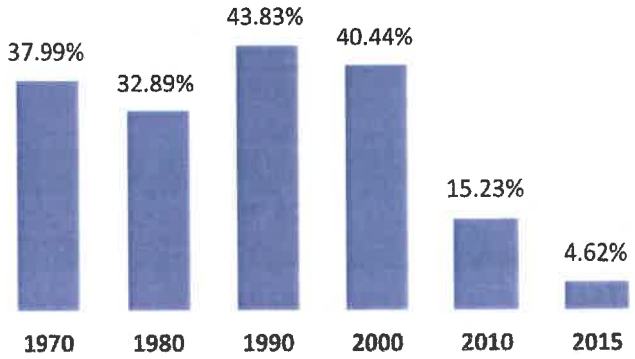
The first census taken following incorporation in 1950 established the young community's population at 1,167 residents. Over sixty years after incorporation, Leawood's population has grown to ~~33,339~~ 34,195 (2017 5-year ACS estimates). The 2020 Decennial Census will provide a concrete count of Leawood's population and provide a foundation for future estimates. Figure 2.3 shows a chart of total population in Leawood from 1950 to 2015.

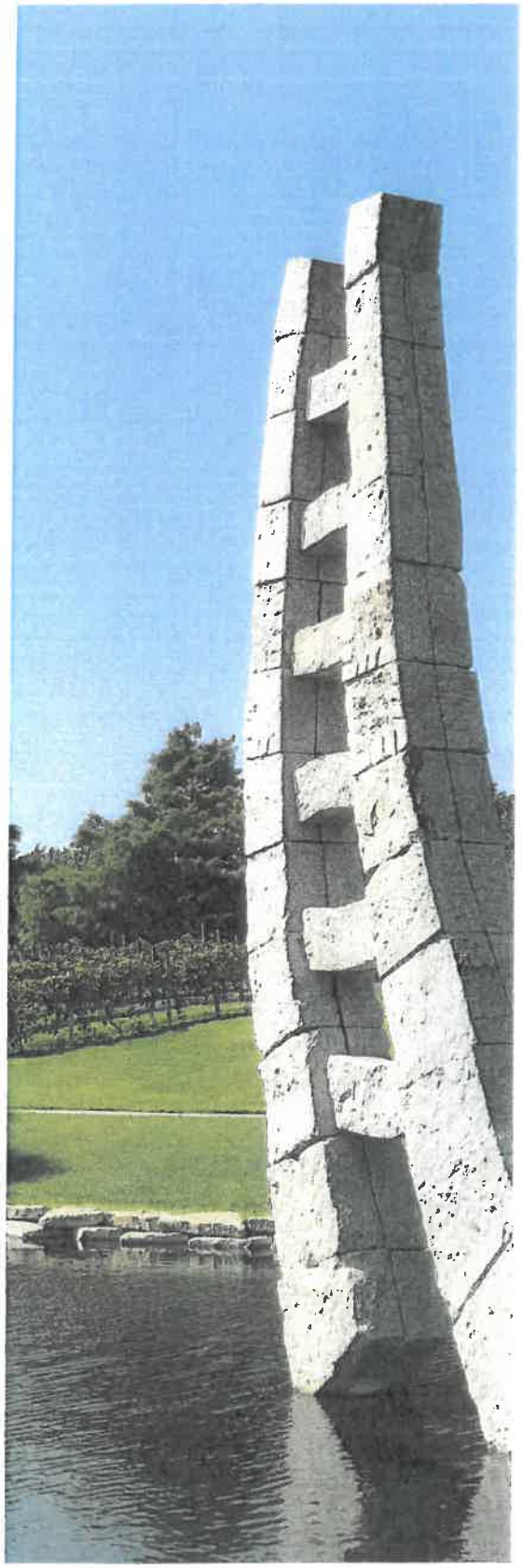
Figure 2.3: Total Population



In the City's first decade, the population increased 639%. In each subsequent decade, from 1970 through 2000, the City's population increased at least 30%. However, since 2000 the rate of growth has declined. The 2010 decennial census revealed that the City's population grew 15.23%, while from 2010 through 2015 the rate of growth has been 4.62%. Although the City is still growing, the rate of growth has decreased from previous decades as shown on Figure 2.4.

Figure 2.4: Rate of Population Growth ~~(in preceding decade)~~

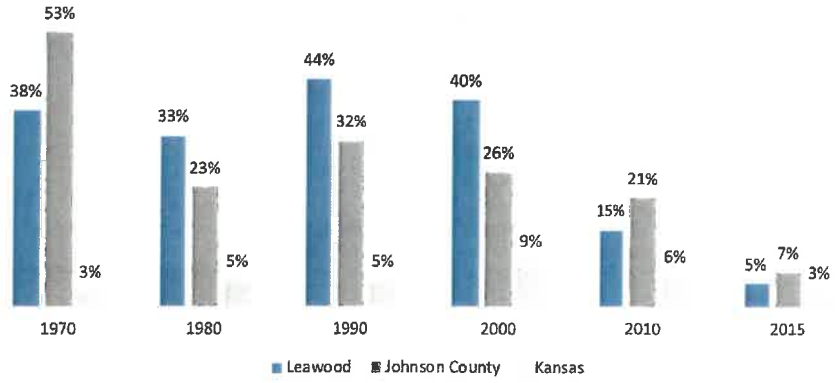




~~Despite the decreasing rate of growth, the City's rate of growth exceeds that of the State and the City remains one of the fastest growing in Kansas. According to the 2010 US Census, of the twenty five largest cities in Kansas, Leawood had the 8th highest rate of growth between 2000 and 2010.~~

From 1980 through 2000, the City's rate of growth exceeded the rate exhibited by Johnson County as a whole. Due to the City's decreasing growth rate from 2000 to 2015, the City is now growing at a slower rate than the County, as illustrated in Figure 2.5. This shift results from a combination of factors at play, most notably, the prevailing development patterns combined with Leawood's inability to expand through annexation. This result has played out in other communities such as Prairie Village, Mission, Roeland Park and Merriam as the development tide pushed farther south and west outside the boundaries of each landlocked city.

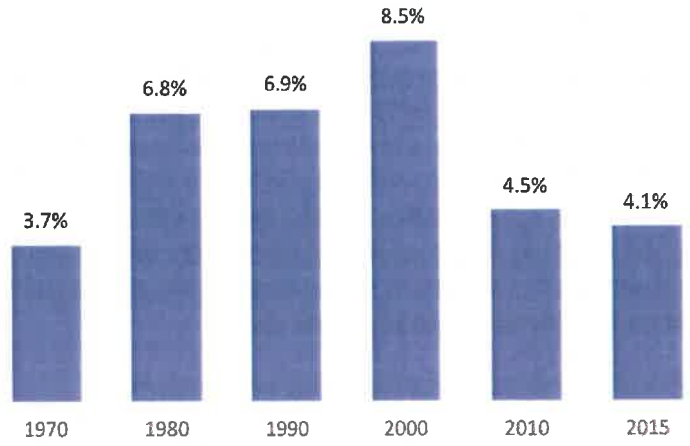
Figure 2.5: Rate of Population Growth in City, County and State Levels



This result is further demonstrated in Figure 2.6. Between 1990 and 2000 the City absorbed 8.5% of the total increase in County population in the same time period. However, between 2000 and 2010, the City absorbed 4.5% of the County's increase in population.

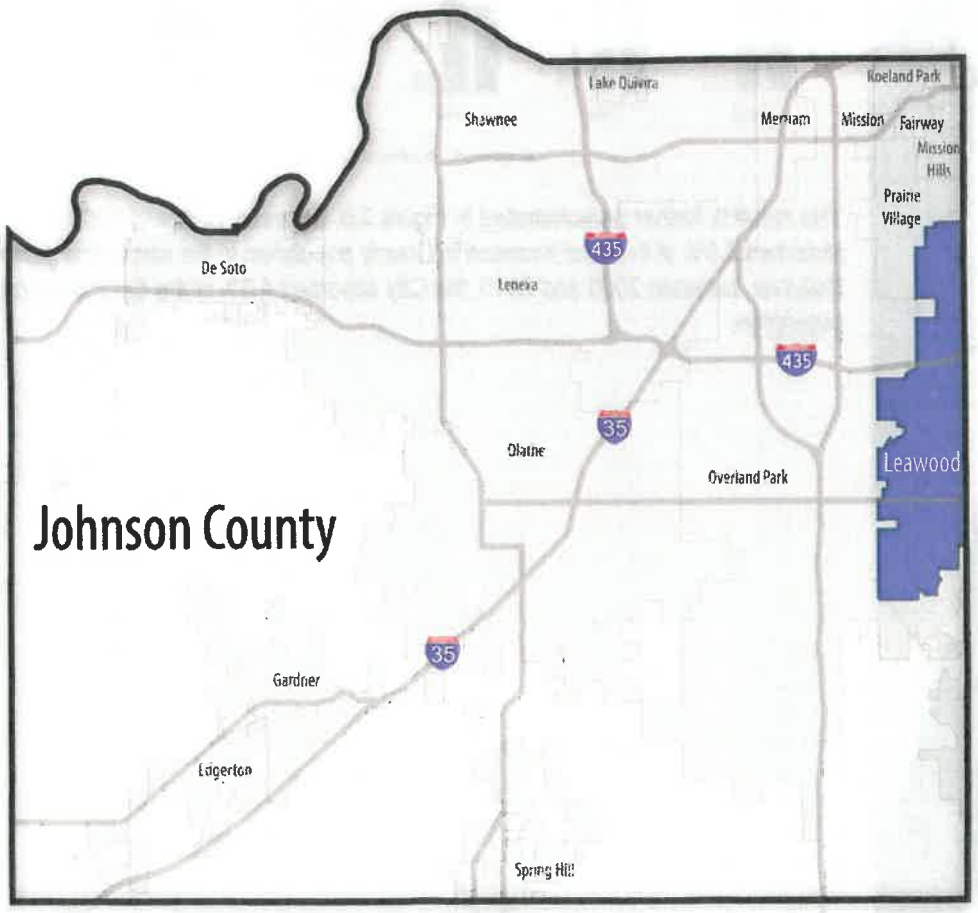
Figure 2.6 shows Leawood's rate of absorption of Johnson County population growth.

Figure 2.6: Rate of Absorption of Johnson County Population Growth



Given the prevailing pattern of development and Leawood's inability to expand through annexation, the City's rate of absorption is likely to continue to decline.

Figure 2.7: Map of Johnson County, Kansas



Population Composition

Race and Ethnicity

As of 2017, the majority population group in Leawood is the population of residents who identify themselves as white alone, at ~~92.5%~~ 91.2% of the total population. The remaining ~~7.5%~~ 8.8% of the population identifies themselves as non-white or not white alone. Those identifying as non-white or not white alone are composed of a several racial and ethnic population groups (hereinafter referred to as minority population or minority groups).

The largest minority group is those residents of Leawood identifying themselves as Asian at ~~3.9%~~ 4.0% of the total population. The Asian population is Leawood's only minority group which exceeds the State's percentage (~~2.6%~~ 2.8%), but is less than Johnson County's (~~4.5%~~ 4.7) percentage. The smallest minority group is those residents who identify themselves as ~~Native Hawaiian or Other Pacific Islander~~ Black or African American at ~~0.1%~~ 1.1% ~~(approximately 33 individuals identify themselves within this race category)~~. In summary, at ~~7.5%~~ 8.8% of the total population, Leawood's total minority group population is less than Johnson County (~~13.1%~~ 19.5%) and the State of Kansas (~~14.8%~~ 23.5%).

Table 2.3: Race and Ethnicity Composition (2015)

Race/Ethnicity	Population		
	Leawood	Johnson County	Kansas
American Indian or Alaskan Native	0.0%	0.2%	0.7%
Asian	4.0%	4.7%	2.8%
Black or African-American	1.1%	4.5%	5.6%
Hispanic or Latino (of any race)	2.1%	7.4%	11.5%
Native Hawaiian and Other Pacific Islander	0.0%	0.0%	0.1%
White	91.2%	80.5%	76.5%
Some Other Race	0.0%	0.1%	0.1%
Two or more races	1.5%	2.5%	2.8%

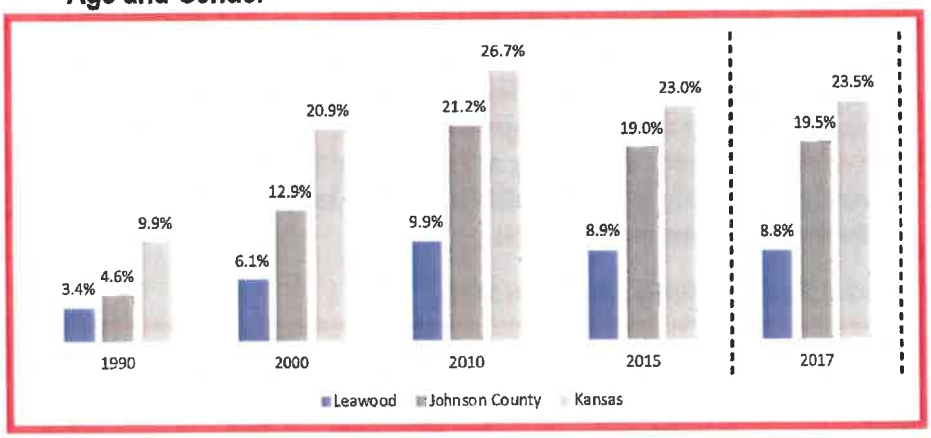
Source: 2017 5 Year Estimates American Community Survey, US Census Bureau

The historic trend in Johnson County and the State has been an increasing minority population, although fluctuations are seen in recent years. Since 1990, as a percentage of the population, Leawood's minority population has increased from 3.4% of the total population to ~~7.5%~~ 8.8% in 2017, while that of Johnson County's has more than quadrupled. Despite these increases, the percentage of minority populations of Leawood and Johnson County, ~~and the State~~ are significantly less than that of the nation. As of 2017, the minority population of the United States stands at ~~26.4%~~ 26.7% in 2017. Figure 2.8 shows minority population trends of Leawood compared to Johnson County and the state of Kansas from 1990 to 2017.

Picture by City of Leawood Parks & Rec Facebook

Figure 2.8: Minority Population Trends

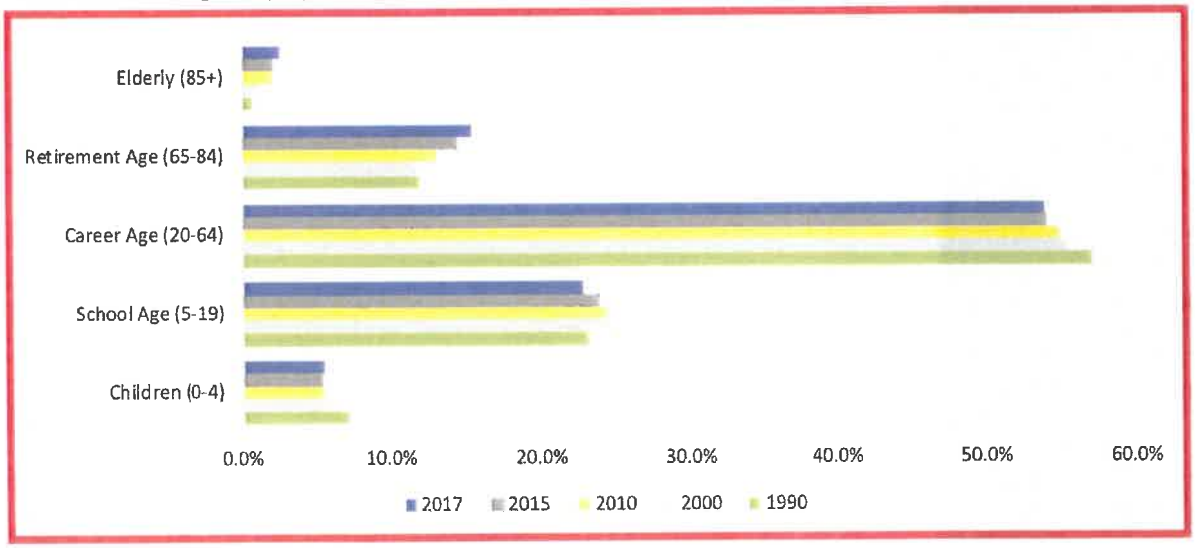
Age and Gender



The age distribution graph in Figure 2.9 illustrates the distribution of age groups in Leawood's population from 1990 to 2017. For the purposes of age distribution, the population is divided into five groups: Children (ages 0-4), School Age (ages 5-19), Career Age (ages 20-64), Retirement Age (ages 65-84) and Elderly (age 85+).

Figure 2.9: Age Distribution

As of 2017, the largest age group is the Career Age group, composing ~~54.0%~~ 53.8%



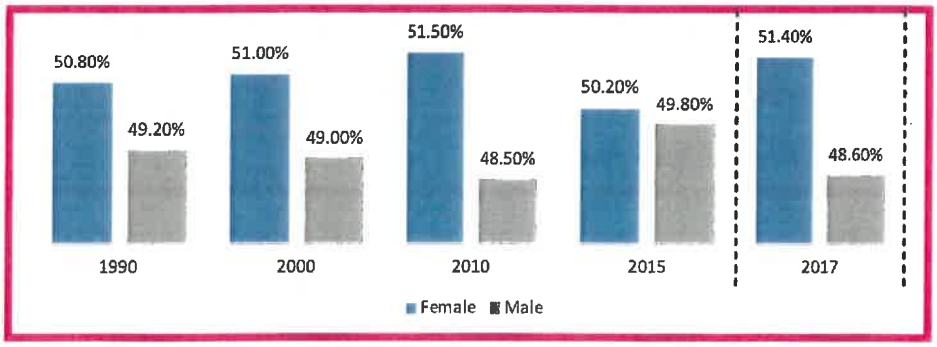
Picture by City of Leawood Parks & Rec Facebook

Picture by City of Leawood Parks & Rec Facebook

of the total population of Leawood. ~~From 1990 to 2015, most age groups, with the exception of the Career Age group, have increased in total population.~~ From 2000 to 2017, the population of the Elderly and Retirement age groups has trended upward, whereas the Career and School Age groups decreased as a percentage of the population.

The age distribution of Leawood residents is generally consistent with statewide and national trends which indicate an aging population. This is demonstrated by the increased Elderly and Retirement Age groups in Leawood. Statistical differences between decades in certain age groups that aren't correlated with a population trend tend to be associated with specific generations or spikes in population of a certain age. For instance, the relatively high population of Children (ages 0-4) in the 1990 Census is reflected as a relatively high School Age population in the 2000 Census. This corresponds to "Generation Y", also known as the "~~Echo Boom~~ Millennials" or the children of "Baby Boomers". As of the 2010 Census, this generation is entering Career Age which explains the relative decrease in School Age population in 2010. Though this generation is beginning to enter the Career Age, the rate at which they are entering is not off-setting the rate at which the "Baby Boom" generation is entering retirement. The median age of all residents of Leawood has increased from 41.3 years in 2000 to ~~45~~ 45.5 in 2017.

Figure 2.10: Gender Distribution



As of 2017, females composed ~~50.2%~~ 51.3% of the population of Leawood, while males composed ~~49.8%~~ 48.7%. Figure 2.10 shows this gender gap from 1990 – 2015 and how it has increased each decade between 1990 and 2010. Between 2010 and 2015, the trend has shifted ~~and gender distribution is nearly equal.~~ to nearly equal gender distribution; however, 2017 estimates show the gender gap widening by approximately 2% since 2015.

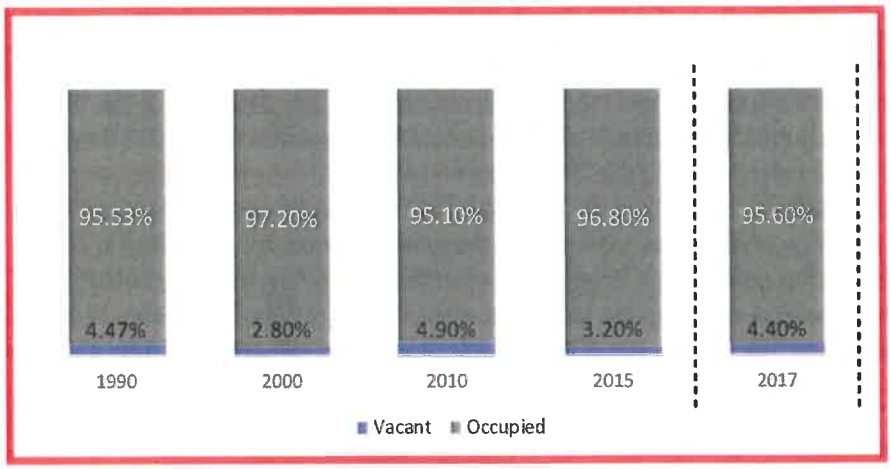
The median age for women remains higher, at ~~45.6~~ 45.8 years, than the median age for men, which is ~~44~~ 45 years. This illustrates that in Leawood, as in the remainder of the United States, on average, females have a higher life expectancy than males and consequently, as the population of Leawood ages, the gap between the genders increases.

Household Statistics

Occupancy Status

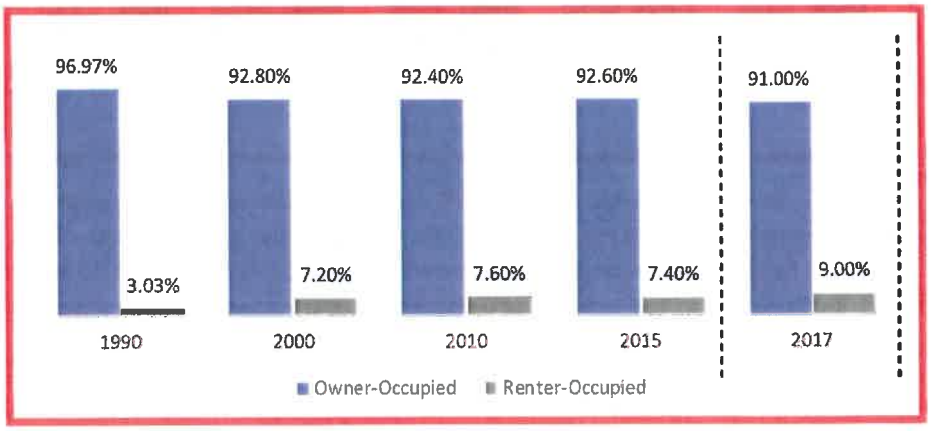
In 2017, a total of ~~12,848~~ 13,268 housing units were in the City. Of this amount, ~~12,433~~12,680 were occupied and ~~415~~ 588 were vacant. This translates to an occupancy rate of ~~96.8%~~ 95.6% and a vacancy rate of ~~3.2%~~ 4.4%.

Figure 2.11: Housing Occupancy



The graph above shows that the ~~3.2%~~ 4.4% vacancy rate in 2017 is lower than in 2010. For approximately 25 years, housing vacancy for Leawood has remained under 5%, which is lower than the state of Kansas, which had a 2017 housing vacancy rate of ~~12.3%~~ 10.9%.

Figure 2.12: Housing Occupancy by Status



The graph shown in Figure 2.12 provides occupancy by status of owner versus renter. ~~In 2015, of the 12,433 occupied housing units, 92.6% were owner-occupied and 7.4% were renter-occupied. The percentage of owner-occupied housing units has increased slightly since 2010.~~ In 2017, of the 12,680 occupied housing units, 91.0% were owner-occupied and 9% were renter-occupied.

Household Composition

As of 2017, there were ~~33,339~~ 34,195 persons in Leawood, living in ~~12,433~~ 13,268 households, for an average of ~~2.68~~ 2.58 persons per household. Leawood is continuing to grow both in population and households, as shown in Table 2.4.

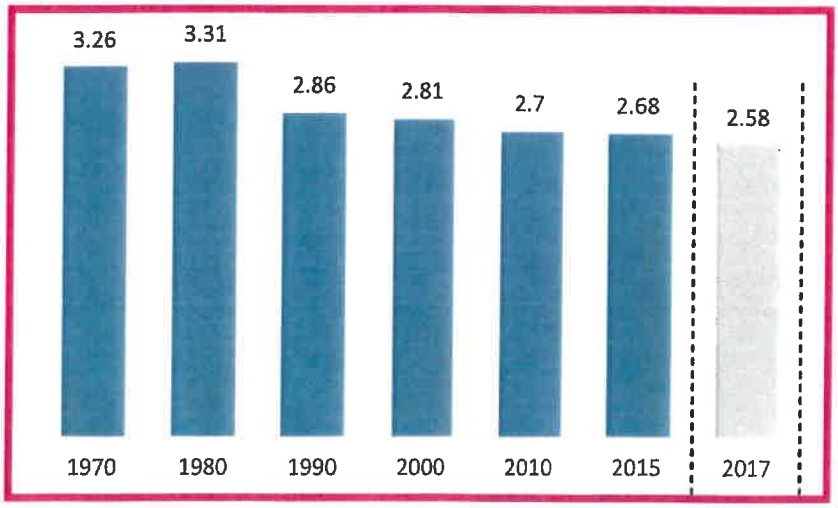
Table 2.4: Household Composition

Year	Population	Households	Average Persons per Household
1970	10,303	3,165	3.26
1980	13,692	4,132	3.31
1990	19,693	6,888	2.86
2000	27,656	9,841	2.81
2010	31,867	11,781	2.7
2015	33,339	12,433	2.68
2017	34,195	13,268	2.58

Source: U.S. Census Bureau, Decennial Census, 1970-2010; 2015 American Community Survey; 2017 5-Year Estimates

From 2010 to 2017, the number of households and total population in Leawood increased ~~5%~~ 11.2%. The average household size has trended downward from 3.31 in 1980 to ~~2.68~~ 2.75% in ~~2015~~ 2017. The decline in average household size in Leawood is generally consistent with declines nationally.~~; however a small increase in household size was seen between 2014 and 2015.~~ Overall decline is primarily due to fewer households with children and fewer children in family households. Figure 2.13 shows the average household size in Leawood.

Figure 2.13: Average Household Size



Picture by City of Leawood Parks & Rec Facebook

Housing Value

Leawood's owner occupied average home values continued a steady climb from 1990 through 2017. The average home value saw an ~~small~~ increase of approximately ~~3.6%~~ 12.1% from $384,600 to ~~$398,300~~ $431,000 from 2010 to 2017. The average monthly rent did not increase during the same time period. Rent decreased from $1,404 to ~~$1,234~~ $1,363.

Table 2.5: Home Value vs. Rent Value

Occupancy Type	1990	2000	2010	2015	2017
Owner-Occupied	$193,408	$274,900	$384,600	$398,300	$431,000
Renter-Occupied	$831	$786	$1,404	$1,234	$1,363

Source: U.S. Census Bureau, Decennial Census, 1990-2010; 2015 American Community Survey, US Census Bureau

Income

The per-capita income for Leawood and Johnson County significantly exceeds that of Kansas and the nation as a whole. Since 1990, the per-capita income of Leawood has increased ~~139%~~ 144% from $34,275 to ~~$81,743~~ $83,724, while the per-capita income for Johnson County increased ~~96%~~ 110%, or $20,582 to ~~$40,331~~ $43,061.

Per-capita incomes for Kansas and the nation each increased just over 100% since 1990. ~~This rate of growth exceeds that of Johnson County; however, their numeric increases are far less than that of Leawood and Johnson County.~~ The numeric increases for Kansas and the nation are ~~$14,406~~ $16,300 and ~~$14,710~~ $16,957, respectively. Figure 2.14 compares the per-capita income of Leawood residents to Johnson County residents, Kansas residents, and the entire population of United States residents.

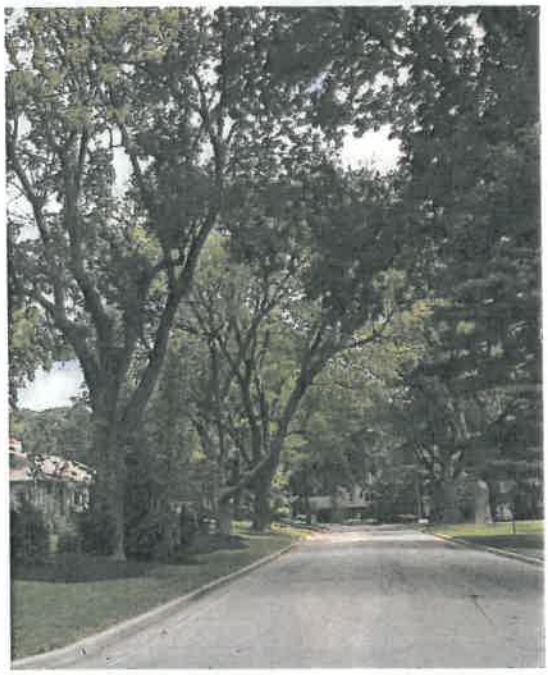


Figure 2.14: Per-Capita Income

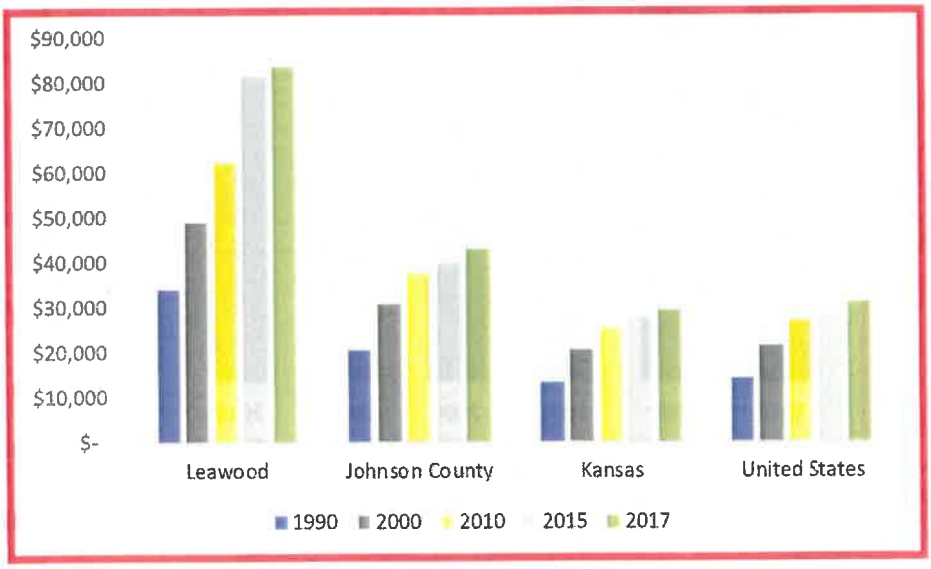
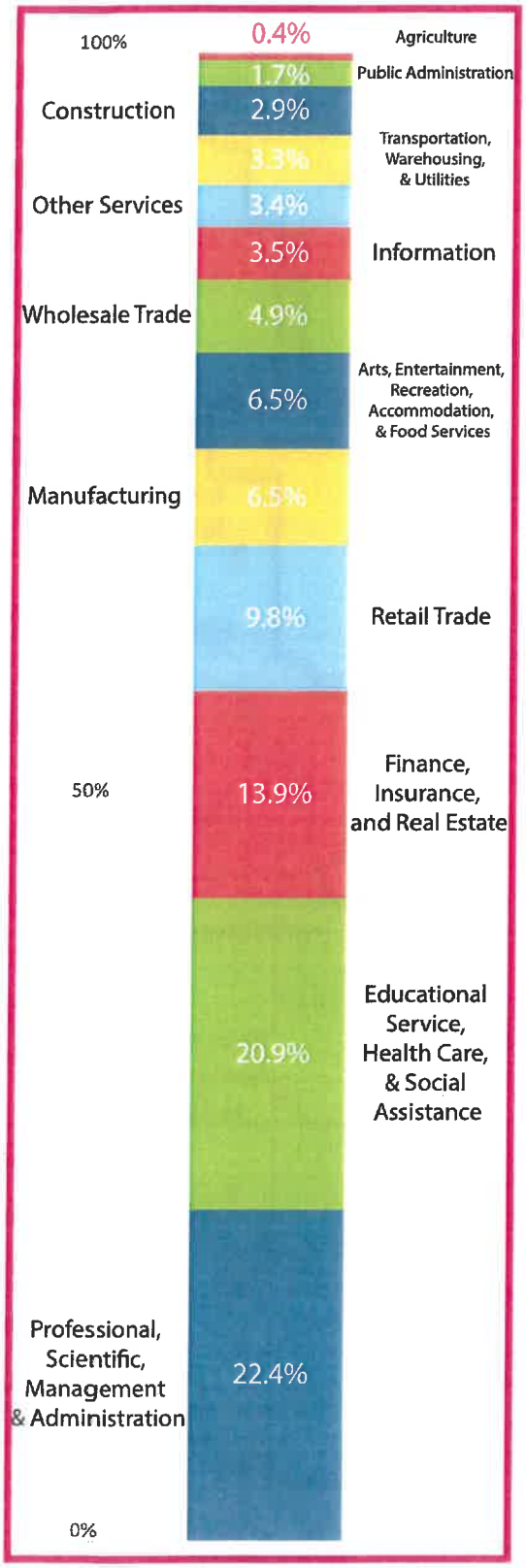
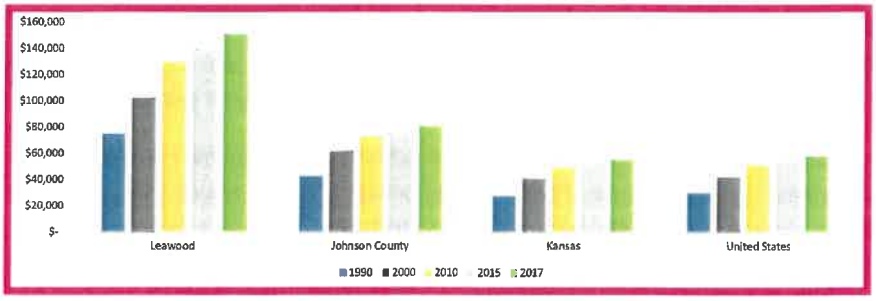


Figure 2.17 Employment by Occupation



The median household income for Leawood and Johnson County also exceed that of Kansas and the nation. Since 1990, the median family income of Leawood has increased ~~85.9%~~ 102% to ~~$139,384~~ $151,446 in 2017. Figure 2.15 exhibits a comparison of median household income.

Figure 2.15: Median Household Income



Educational Attainment

Leawood residents have historically had a high level of educational attainment. Of the estimated ~~22,762~~ 23,497 persons aged 25 and older in Leawood in 2017, ~~74.3%~~ 76% hold a bachelor's degree or a graduate or professional degree. Figure 2.16 displays a comparison of educational attainment between Leawood, Johnson County and Kansas. This rate far exceeds that of Johnson County and the state, at ~~52.8%~~ 54.7% and ~~31.0%~~ 32.3% respectively.

Figure 2.16: Educational Attainment

Labor

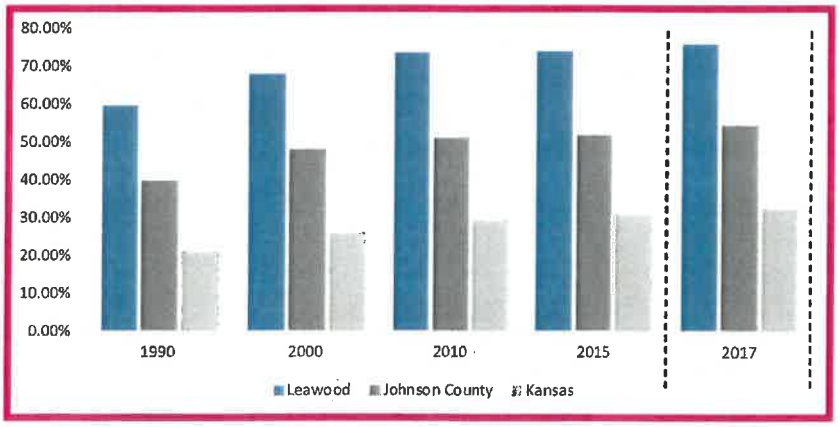


Figure 2.17 illustrates the estimated employment distribution, by occupation for all employed Leawood residents aged 16 and over as of 2017. The largest employment sectors are 1) Professional, Scientific, Management and Administration, 2) Educational Service, Health Care, and Social Assistance, ~~1) education, health and social services, 2) professional, management and administration,~~ 3) finance, insurance and real estate, and 4) retail trade.

Schools & Places of Worship

Leawood offers several public schools to residents. The public schools fall within the Shawnee Mission School District and the Blue Valley School District. These two districts are known throughout the state of Kansas for their excellence in education.

Some places in Leawood meet boundary requirements for schools outside the Leawood city limits. For example, there are no high schools within the city limits of Leawood so students in Leawood middle schools would feed into a corresponding high school nearest to the area. Figure 2.18 shows the public schools within Leawood.

In addition to public schools, various private schooling opportunities are available in and around Leawood. Some children attend private schools outside Leawood. Most private schools are affiliated with a religious institution. There is a diverse inventory of places of worship within Leawood as well as in neighboring communities. Figure 2.19 and Table 2.7 displays a map of the places of worship in Leawood.

Prairie Star Middle School - North of 143rd Street and East of Mission Road

United Methodist Church of the Resurrection - South of 135th Street and East of Nall Ave

Figure 2.18 Public Schools

= *Public School within the City of Leawood*

Figure 2.19 Places of Worship

Place of Worship within the City of Leawood

Table 2.7: Places of Worship within the City of Leawood

Map Key	Place of Worship
1	Leawood Baptist Church
2	Leawood Presbyterian Church
3	Curé of Ars
4	Leawood Methodist Church
5	Church of the Nativity
6	Covenant Chapel Evangelical Presbyterian Church
7	The Shul - Chabad of Leawood
8	Lord of Life Lutheran Church
9	Church of the Resurrection
10	Christ Community Evangelical Free Church
11	St. Michael the Archangel Church

Projected Growth

Future Development Trends

Demographics

Realistic population forecasts are essential to proper planning. Forecasts are often based upon past growth and anticipated trends. The City is surrounded on all sides by other incorporated cities and thus, is unable to annex additional land. Leawood's population projections consider this fact and assume that future growth will occur on the remaining undeveloped land within the City and that such growth will follow existing policies, including the policy for residential development on land designated for mixed use development along the 135th Street corridor. Though available land area for residential development outside this corridor is diminishing, the projections in Table 2.6 assume residential development will occur in a manner consistent with existing policies.

Table 2.6: Population Projections

Year	Population	Projected Difference
2000	27,656	
2010	31,867	
2015	33,300	+1,433
2020	35,500	+2,200
2025	37,300	+1,800
2030	38,000	+700

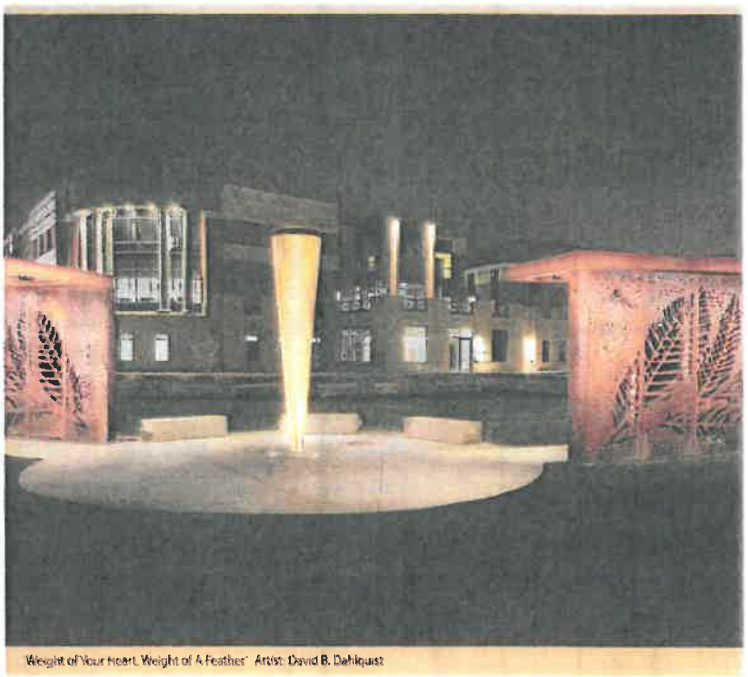
**Disclaimer: Information for 2000-2010 comes directly from the U.S. Census Bureau while future data is determined through a formula that assumes existing conditions and policies.*

Due to the City's inability to annex additional land, future growth patterns will rely upon the development of land already within the City's boundaries, and in particular how the land is developed in the form of land use and density. As remaining land is developed, population growth will slow. After build-out, future population is expected to fluctuate only slightly as natural changes occur.

Capital Improvements

The City of Leawood's Capital Improvements Program (CIP) is designed to identify an effective timing and financing schedule for various construction, renovation, and repair projects of benefit to the entire community.

A Capital Improvement Program is a document that is the result of systematic evaluation of capital projects. The plan serves as a guide for the efficient and effective provision of public facilities, outlining a timing and financing schedule of capital projects for a five-year period of time. In the process of formulating the plan, public improvements are prioritized and costs are projected, thereby allowing the City to take maximum advantage of federal, state and county funds. A responsible improvements program is necessary to support current and maintain future high levels of service that Leawood provides its residents. The Capital Improvement Program is updated annually.



2019-20 CAPITAL IMPROVEMENTS PROGRAM

CITY OF LEAWOOD KANSAS

GROWING WITH DISTINCTION

Future Economic Trends

Revenue Sources & Developments

The future commercial development potential of Leawood, as identified in this Comprehensive Plan, seeks to end a long-standing fiscal reliance on residential property tax as the City's primary revenue source.

The ~~2015~~ 2017 property taxes accounted for ~~33.9%~~ 35.6% of the total revenue for the City, whereas the sales/use tax for the City made up ~~27.9%~~ 29.1% of the total revenue.

As the estimated 2 million square feet of potential retail space is developed, a substantial boost in sales tax revenues is expected. The City's potential office developments will also increase property tax revenue from sources other than residential.

Approved Commercial Developments

The approved commercial developments within the City of Leawood are listed in Table 2.8 below. This table reflects approved developments, predominant uses and provides the total floor area within the development, as approved. Developments in which construction has commenced but not completed are given a status of "Developing". Developments in which construction has completed are given a status of "Existing". Developments with a predominant use designation of "Mixed Use" reflect a floor area which excludes the residential component of said development.

Figure 2.20 illustrates the general location of each of the developments summarized in Table 2.8

Figure 2.20 Commercial Developments ~~Areas~~

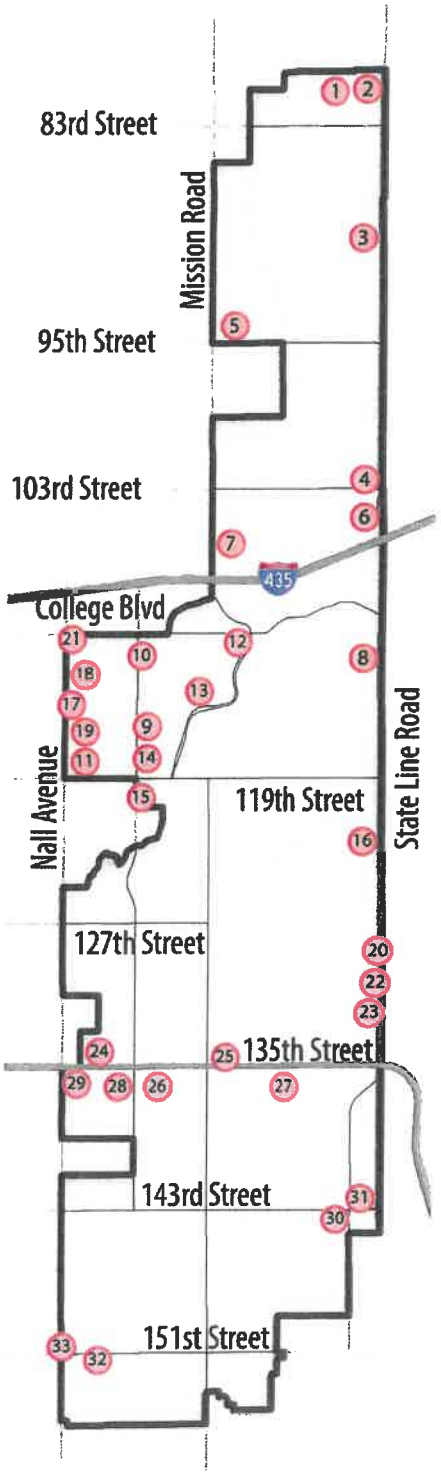


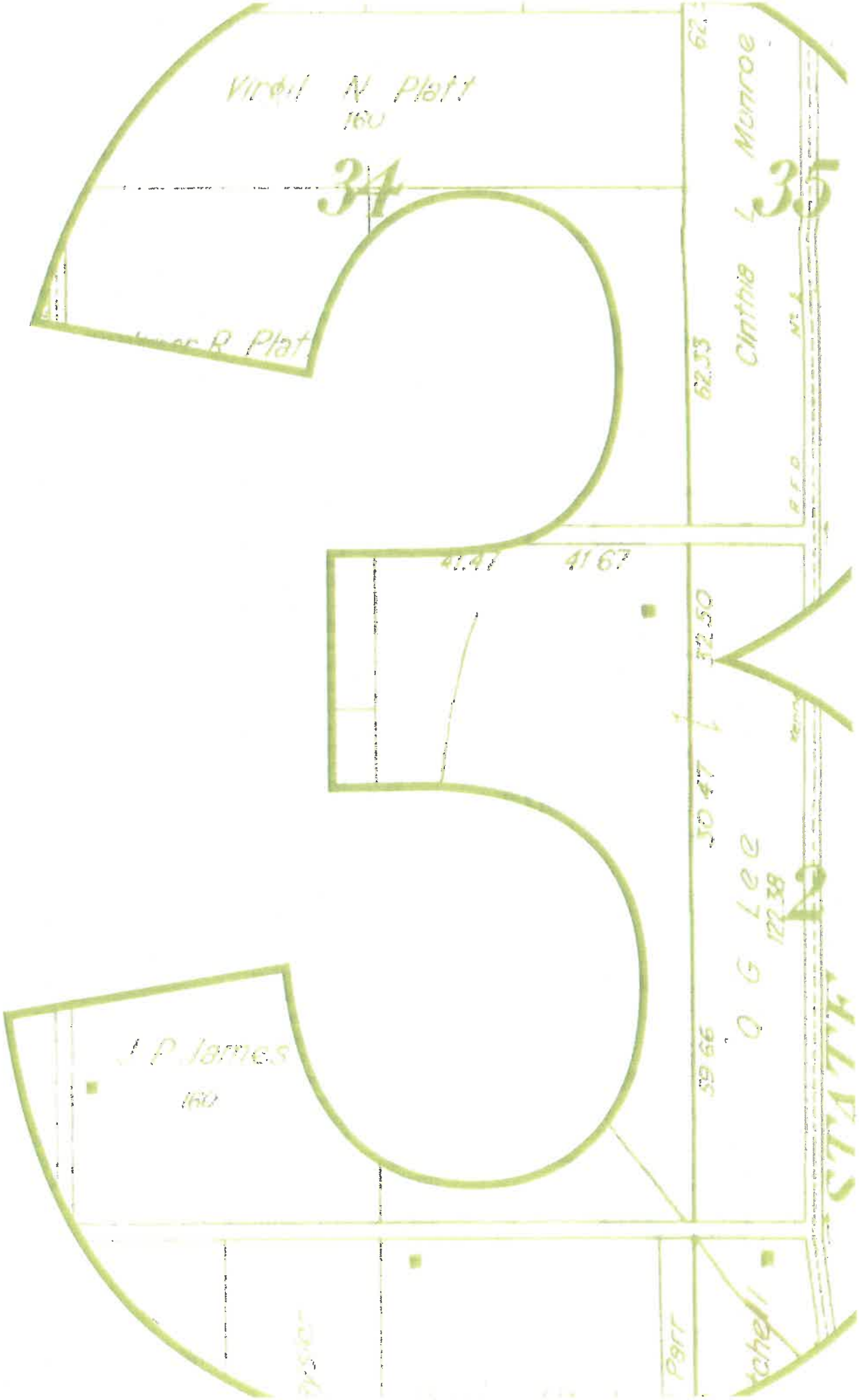
Table 2.8: Approved Commercial Development with Floor Area and Type

Map Key	Commercial Developments	Planned Floor Area	Status
1	Somerset Shops	12,541	Existing
2	State Line Executive Office Park	65,993	Existing
3	North Office Complex	329,303	Existing
4	Leawood Estates	14,523	Existing
5	Ranch Mart North	223,211	Existing
6	103rd & State Line Road	140,606	Existing
7	Mission Farms	464,581	Developing
8	Hallbrook Office Center	224,382	Developing
9	Town Center Business Park	170,728	Developing
10	Leawood Executive Centre	169,716	Existing
11	Town Center Plaza	735,050	Developing
12	Tomahawk Creek Office Park	530,021	Developing
13	Pinnacle Corporate Centre	419,469	Developing
14	Camelot Court	182,575	Existing
15	Town Center Crossing	170,279	Existing
16	Leawood Plaza*	125,168	Existing
17	Leawood Commons	100,570	Existing
18	University Park	79,592	Existing
19	Park Place	1,252,956	Developing
20	State Line Office Building	11,494	Existing
21	College Boulevard Office Corridor	261,484	Existing
22	Leawood Square	39,689	Existing
23	Village of Seville	102,991	Developing
24	Parkway Plaza	679,622	Developing
25	Market Square Center	172,542	Developing
26	The Villaggio at Leawood - West	400,800	Developing
27	Chadwick Place	62,000	Developing
28	Plaza Pointe	186,422	Developing
29	Cornerstone of Leawood	371,856	Developing
30	Shops of Camden Woods	22,189	Existing
31	Centennial Park	253,731	Developing
32	Ironhorse Centre	170,618	Developing
33	Nall Valley Shops	82,462	Developing
TOTAL DEVELOPMENT FLOOR AREA:		**8,229,164**	

Source: Leawood Planning Department, Johnson County Appraiser

**Note: Hy-Vee property is currently vacant*

= *Commercial Developments*



Virgil N Platt
160
34
35
Clinthia L Munroe
62.33
41.47
41.67
32.50
30.47
Q G Lee
122.38
2
59.66
J P James
160
STATE
Parr

Figure 3.1: Evaluation Areas

3. EVALUATION AREA ANALYSIS

For evaluation and analysis purposes, the 2018 Comprehensive Plan divides Leawood into three distinct areas: the North Leawood area is north of Interstate-435 (I-435), the Central Leawood area boundaries are I-435 and 135th Street and the South Leawood area is south of 135th Street. Although these three areas are identified for evaluation purposes, these dividing lines should not be used for any other purpose. Figure 3.1 shows a map of the specified evaluation areas within the City of Leawood.

North Leawood

North Leawood was the first area in the City to develop and established the initial character of the distinctive community that would become Leawood as we know it today. An inventory of the existing conditions in this area reveals an environment gradually being influenced by incremental demographic and development trends.

Population

Growth Patterns

Although small fluctuations have occurred, the population of North Leawood is essentially stable, having decreased slightly between 1990 and 2000, yet increasing between 2000 and 2010 as seen in Table 3.1.

Table 3.1: North Leawood Population

Year	Population	% of Total City
1990	8,601	44%
2000	8,478	31%
2010	8,660	27%

Source: U.S. Census Bureau, Decennial Census, 1990-2010

Population Composition

Race & Ethnicity

As of the 2010 Census, the majority population group in North Leawood is that population who identify themselves as white alone, accounting for 98% of the total population in North Leawood. The remaining 2% of the population identifies as non-white or not white alone. Those identifying as non-white or not white alone are composed of several racial and ethnic population groups (hereinafter referred to as minority population or minority groups). Relative to Leawood overall, North Leawood has a lower minority population. The concentration of the white population in this area is considerably higher than the concentration in the other areas of Leawood. Table 3.2 shows data for race and ethnicity.

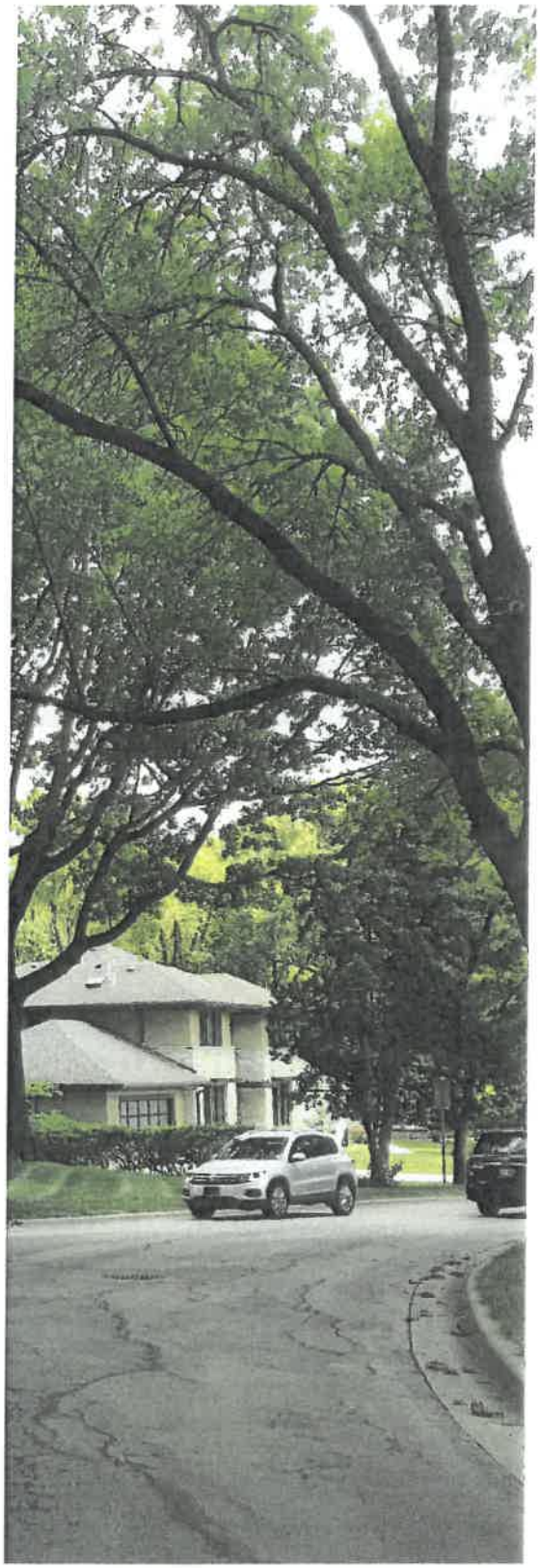
Table 3.2: North Leawood Race & Ethnicity Composition

Race/Ethnicity	North Leawood	All Leawood
American Indian or Alaskan Native	0.14%	0.10%
Asian	0.70%	3.80%
Black or African-American	0.38%	1.90%
Hispanic or Latino (of any race)	1.70%	2.20%
White	96.46%	90.10%
Some Other Race	0.23%	0.40%
Two or More Races	0.39%	1.40%

Source: U.S. Census Bureau, Decennial Census, 2010

Figure 3.2: Map of North Leawood

1. Somerset Shops
2. State Line Executive Office Park
3. North Office Complex
4. Leawood Estates
5. Ranch Mart North
6. 103rd St. and State Line Road
7. Mission Farms



Housing

As of the 2010 Census, the total number of housing units in North Leawood is 3,528, an increase of 41 units from 2000. Of the 3,528 units, 3,343 units were occupied in 2010, for an occupancy rate of 95% (Table 3.3). While the total number of units has increased since 2000, the number of occupied units has decreased, reflecting an increased vacancy rate.

Table 3.3: North Leawood Housing Occupancy

Type	2010		2000	
	Total	%	Total	%
Occupied	3,343	95%	3,406	98%
Vacant	185	5%	81	2%
Total	3,528	100%	3,487	100%

Source: U.S. Census Bureau, Decennial Census, 2000-2010

The 2010 Census shows increased in-migration of young families into North Leawood as evidenced by increasing household size from 2.49 in 2000 to 2.59 in 2010 and a 27% increase in the adolescent population between 2000 and 2010 (Table 3.4).

Table 3.4: North Leawood Population by Major Age Group

Age Group	Population (2010)	% of North Leawood	
		2010	2000
Adolescent	2,615	30%	22%
Career	4,547	53%	57%
Retired	1,498	17%	22%

Source: U.S. Census Bureau, Decennial Census, 2000-2010

Educational Attainment

High levels of educational attainment are also evident among the residents of the northern part of the City, with more than 84% having earned at least a bachelor degree as of 2010 (Table 3.5), up from 66% in 2000.

Table 3.5: North Leawood Educational Attainment

Highest Level of Attainment	Population (2010)	% of North Leawood	
		2010	2000
High School Graduate	224	4%	10%
Some College or Associates Degree	705	12%	24%
Bachelor Degree	3,366	55%	43%
Graduate or Professional Degree	1,732	29%	23%

Source: U.S. Census Bureau, Decennial Census, 2010

Community Profile

North Leawood is represented by a wide variety of community institutions.

Schools

North Leawood is served by Shawnee Mission school district, USD #512. Children of the area living north of 95th Street who are enrolled in public schools attend Corinth Elementary School, Indian Hills Middle School, and Shawnee Mission East High School, all located in Prairie Village. Children enrolled in public schools living south of 95th Street in North Leawood attend Brookwood Elementary School, located at 103rd Street and Wenonga Lane in Leawood, and Indian Woods Middle School and Shawnee Mission South High School, both located in Overland Park. Curé of Ars, a Catholic grade school is located in North Leawood and provides education for students through 8th grade.

Religious Institutions

Several religious institutions call North Leawood home, as listed in Table 3.6.

Table 3.6: Religious Institutions in North Leawood

Denomination	Institution
Baptist	Leawood Baptist
Catholic	Curé of Ars
Methodist	Leawood United
Presbyterian	Leawood Presbyterian

Source: Leawood Community Development Department

Public Buildings and Amenities

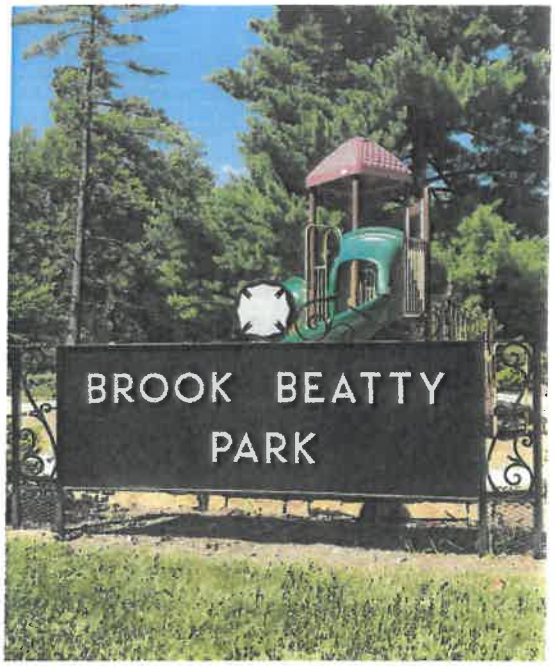
City offices located north of I-435 include Fire Station No. 1 at 96th and Lee Boulevard ~~and Parks and Recreation facility located at 104th Street and State Line Way.~~ Adjacent to Fire Station No. 1 (seen below) is the original Leawood City Hall, a local landmark. Brook Beatty Park is a small public park operated by the City at Lee Boulevard and Meadow Lane.

Leawood Baptist - North of 83rd Street and West of State Line Road

Cure of Ars - South of 93rd Street and East of Mission Road

Leawood United - South of 95th Street and East of Chadwick Street

Leawood Presbyterian - South of 83rd Street and East of Cherokee Lane



Development Profile

North Leawood is primarily residential, with ~~78%~~ 90.78% of its land area consisting of residential uses. The area's commercial land uses are concentrated along State Line Road, 95th and Mission Road and near Mission Road and I-435. A breakdown of the zoning by land area is provided in Table 3.7.

Table 3.7: North Leawood Zoning by Acreage

Zoning	Acres	%
AG	13.7	0.68
BP	13.94	0.69
REC	8.44	0.42
SD-CR	23.42	1.16
SD-NCR	2.24	0.11
SD-NCR2	2.92	0.11
SD-O	38.84	1.92
MXD	82.99	4.10
All Residential	1,835.33	90.78

Source: Leawood Community Development Department, 2018

The commercial areas within North Leawood are described in greater detail below.

Somerset Shops - Corner of Somerset Dr and Lee Blvd

1 Somerset Shops

This small commercial area is located at the southwest corner of Somerset Drive and Lee Boulevard. The development was constructed around 1950.

Table 3.8: Somerset Shops Data

Status	Existing
Total Square Feet	12,541
Location	Somerset Dr. & Lee Blvd.
Development Type	Retail
Zoning	SD-NCR

Source: Leawood Community Development Department

State Line Executive Office Park - On State Line and South of Somerset Dr

2 State Line Executive Office Park

This is a small office development, located at the extreme northeast corner of Leawood in the 8000 block of State Line Road constructed between 1975 and 1985.

Table 3.9: State Line Executive Office Park Data

Status	Existing
Total Square Feet	65,993
Location	80th St. & State Line Rd.
Development Type	Retail/Office
Zoning	SD-O

Source: Leawood Community Development Department

3 North Office Complex

This area consists of a collection of office buildings and an overflow parking lot associated with Ward Parkway Center near 89th & State Line Road. The buildings were constructed between 1971 and 1991. The overflow parking lot located north of the office complex is also a potential site for redevelopment.

Table 3.10: North Office Complex Data

Status	Existing
Total Square Feet	329,303
Location	89th St & State Line Rd.
Development Type	Office
Zoning	SD-O

Source: Leawood Community Development Department

North Office Complex - West of State Line and North of 89th Street

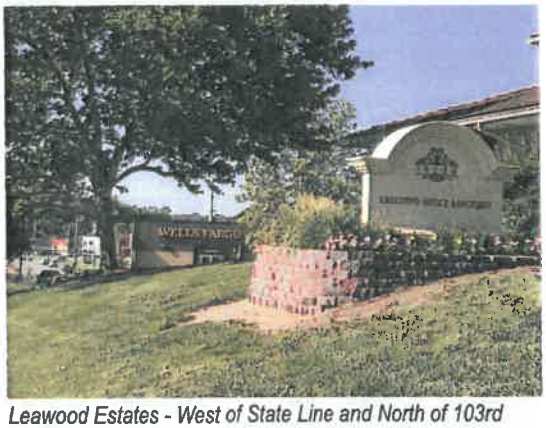
4 Leawood Estates

This is small, two-lot commercial area within the Leawood Estates subdivision constructed between 1985 and 1987.

Table 3.11: Leawood Estates Data

Status	Existing
Total Square Feet	14,523
Location	NW Corner of 103rd St.
Development Type	Retail/Office
Zoning	SD-O

Source: Leawood Community Development Department



Leawood Estates - West of State Line and North of 103rd Street

5 Ranch Mart North

Built in the late 1950's, Ranch Mart Shopping Center was at one time acclaimed for its innovative design. ~~Currently, renovations are underway to the façade of the main center which address deterioration and re-establish the success of this once prominent development.~~

Table 3.12: Ranch Mart North Data

Status	Existing
Total Square Feet	223,211
Location	NE Corner of 95th St. & Mission Rd.
Development Type	Retail
Zoning	SD-CR & SD-NCR2

Source: Leawood Community Development Department

Ranch Mart North - North of 95th Street and East of Mission Road

103rd and State Line Road - North of 104th Street and West of State Line Road

6 103rd St. & State Line Road

The commercial district located southwest of 103rd Street and State Line Road contains a variety of retail, office and service uses, many of which were established prior to annexation.

Table 3.13: 103rd & State Line Road Data

Status	Existing
Total Square Feet	140,606
Location	SW Corner of 103rd St. & State Line Rd.
Development Type	Retail/Office
Zoning	BP

Source: Leawood Community Development Department

Mission Farms - East of Mission Road and North of I-435

7 Mission Farms

The first mixed use development of its kind to be approved in the City, it is located on the former Saddle and Sirloin property. The entire development includes 14 single-family lots, 192 multi-family units, 7 townhomes, and a mix of retail and office. The mixed use and 7 acre private open space provides a buffer for the residents from I-435. Its location provides visibility from I-435 and a unique commercial district for the residents of North Leawood.

Table 3.14: Mission Farms Data

Status	Existing/ Planned
Total Square Feet	412,056 /464,581
Location	I-435 Highway & Mission Rd.
Development Type	Mixed Use
Zoning	MXD

Source: Leawood Community Development Department

Central Leawood

Central Leawood is the center of the community featuring much of the city's existing commercial floor area. An inventory of the existing conditions in this area reveals that much of the development of this area occurred between 1980 and 2010 with the area nearing buildout, however considerable land area designated for mixed use development remains along the 135th Street corridor.

Population

Growth Patterns

Central Leawood grew rapidly from 1970 through 2000. Since 2000, the residential development moved south of 135th Street, and the population has stabilized. The southward movement of residential growth has shifted the demographic profile of the entire community, progressively moving the City's population center southward into Central Leawood.

Table 3.15: Central Leawood Population

Year	Population	% of Total City
1990	10,491	53%
2000	14,933	54%
2010	14,624	46%

Source: U.S. Census Bureau, Decennial Census, 1990-2010

Population Composition

Race & Ethnicity

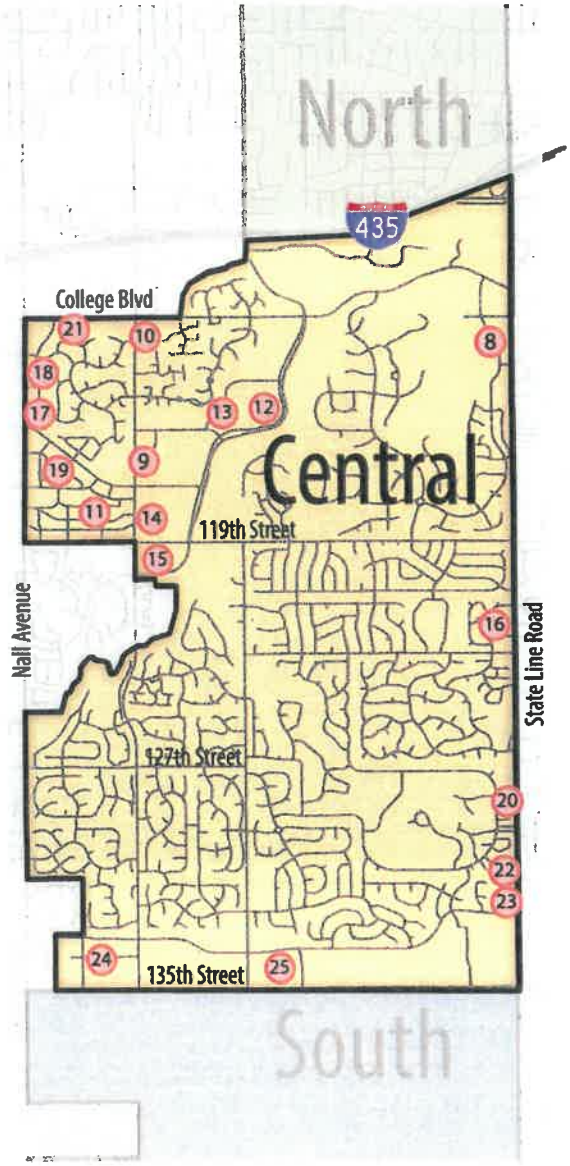
As of the 2010 Census, the majority population group in Central Leawood is that population who identify themselves as white, accounting for 91% of the total population of the area. The remaining 9% of the population identifies as non-white. Those identifying as non-white are composed of several racial and ethnic population groups (hereinafter referred to as minority population or minority groups). The largest minority group in Central Leawood is Asian with nearly four percent of the population. Relative to Leawood overall, Central Leawood has a slightly larger minority population.

Table 3.16: Central Leawood Race and Ethnicity

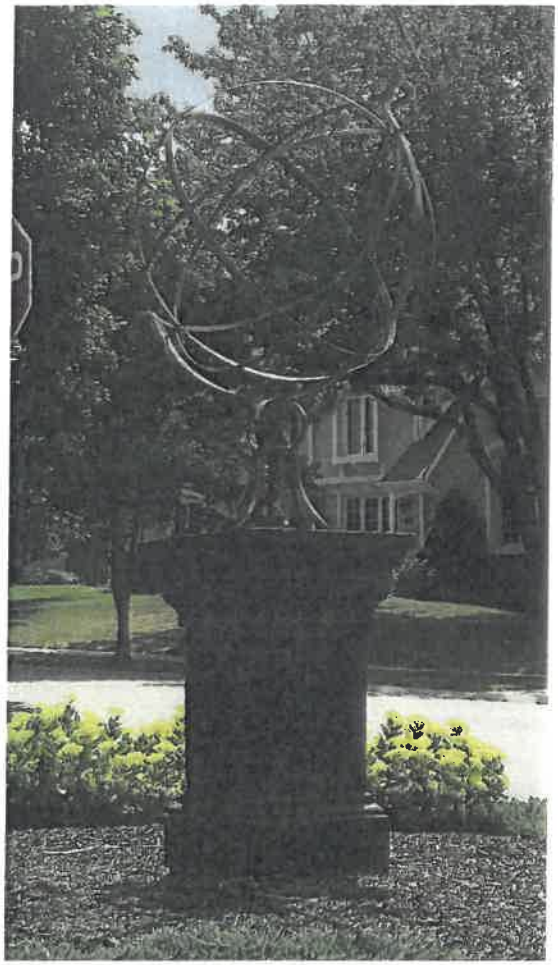
Race/Ethnicity	Central Leawood	All Leawood
American Indian or Alaskan Native	0.53%	0.10%
Asian	3.76%	3.80%
Black or African-American	3.54%	1.90%
Hispanic or Latino (of any race)	2.01%	2.20%
White	89.35%	90.10%
Some Other Race	0.26%	0.40%
Two or More Races	0.55%	1.40%

Source: U.S. Census Bureau, Decennial Census, 2010

Figure 3.3: Map of Central Leawood



8. Hallbrook Office Center
9. Town Center Business Park
10. Leawood Executive Centre
11. Town Center Plaza
12. Tomahawk Creek Office Park
13. Pinnacle Corporate Centre
14. Camelot Court
15. Town Center Crossing
16. Leawood Plaza
17. Leawood Commons
18. University Park
19. Park Place
20. State Line Office Building
21. College Boulevard Office Corridor
22. Leawood Square
23. Village of Seville
24. Parkway Plaza
25. Market Square



Housing

As of the 2010 Census, the total number of housing units in Central Leawood is 5,817, an increase of 340 units from 2000. Of the 5,817 units, 5,560 units were occupied in 2010, for an occupancy rate of 96%. This has resulted in a decreased vacancy rate since 2000.

Table 3.17: Central Leawood Housing Occupancy

Type	2010		2000	
	Total	%	Total	%
Occupied	5,560	96%	5,000	91%
Vacant	257	4%	477	9%
Total	5,817	100%	5,477	100%

Source: U.S. Census Bureau, Decennial Census, 2010

The average household size in 2010 was 2.63 persons, down from 3.36 in 2000 reflecting a nationwide trend toward smaller households. In the case of Central Leawood, this decrease may be caused by a combination of factors including smaller families replacing larger families since 2000 and an increase in the number occupied housing units combined with the slight population decline during the same time frame.

Such household size statistics are characteristic of stable neighborhoods which are composed of a mixture of young families and empty nesters. Since 2000, Central Leawood has become a neighborhood that was predominantly large young families to one that is more balanced.

Table 3.18: Central Leawood Population by Major Age Group

Age Group	Population (2010)	% of Central Leawood	
		2010	2000
Adolescent	4,391	30%	29%
Career	7,711	53%	57%
Retired	2,522	17%	14%

Source: U.S. Census Bureau, Decennial Census, 2010

Educational Attainment

High levels of education are sustained by Central Leawood residents; 85% have at least a bachelor degree, up from 72% in 2000.

Table 3.19: Central Leawood Educational Attainment

Highest Level of Attainment	Population (2010)	% of Central Leawood	
		2010	2000
High School Graduate	345	3%	6%
Some College or Associates Degree	998	10%	22%
Bachelor Degree	6,186	60%	41%
Graduate or Professional Degree	2,602	25%	31%

Source: U.S. Census Bureau, Decennial Census, 2010

Community Profile

Central Leawood is represented by a variety of community institutions, some of which are reflected below.

Schools

Central Leawood is serviced by the Blue Valley School District, USD #229. Children enrolled in public schools in the area attend either Leawood Elementary School or Mission Trail Elementary School, both located in Leawood, or Overland Trail Elementary School, located in Overland Park. Children living in the attendance area for Leawood and Mission Trail Elementary Schools attend Leawood Middle School. Those living in the area for Overland Trail Elementary School attend Overland Trail Middle School. All children in North Leawood attend Blue Valley North High School, located in Overland Park. Nativity Parish School is a Catholic grade school, located in Central Leawood and educates students through 8th grade.

Religious Institutions

Two religious institutions call Central Leawood home, as listed in Table 3.20.

Table 3.20: Central Leawood Religious Institutions

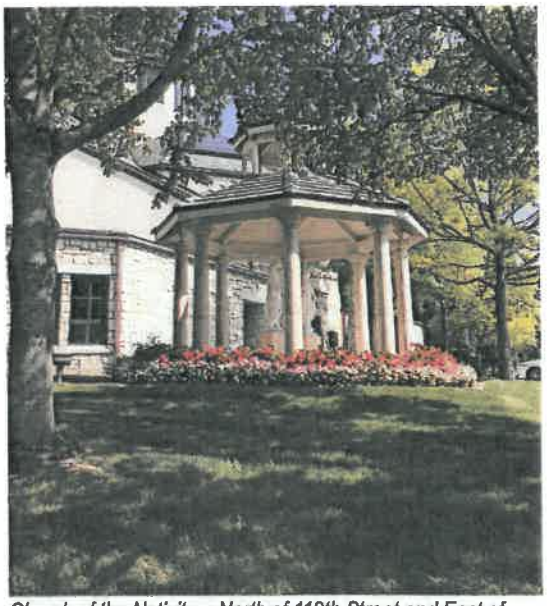
Denomination	Institution
Catholic	Church of the Nativity
Evangelical Presbyterian	Covenant Chapel
Judaism	The Shul – Chabad of Leawood

Source: Leawood Community Development Department

Public Buildings and Amenities

Central Leawood contains many public facilities and amenities including City Hall, the Leawood Justice Center and Police Headquarters, and Fire Station No. 2, all operated by the City. Johnson County Library operates its Leawood Pioneer Branch adjacent to City Hall. The combination of the city facility and the library provides a focus for many community activities and is a showcase for Leawood.

The City operates Tomahawk Creek Park along Tomahawk Creek through Central Leawood and I-Lan Park near 125th Street and Nall Avenue, adjacent to Tomahawk Creek. Gezer Park is located at the northeast corner of 133rd Street and Mission Road. City Park is located south of I-435 and east of Mission Rd. and features pools of water and athletic fields.



Church of the Nativity - North of 119th Street and East of Mission Road

Covenant Chapel - South of 133rd Street and West of Pembroke Lane

The Shul - Chabad of Leawood - South of 133rd Street and West of Briar Street

Development Profile

Residential and Commercial development are balanced in Central Leawood with approximately half of the land area dedicated for residential uses, and 13% each for recreational and commercial land uses. A breakdown of the zoning by land area is provided in Table 3.21.

Table 3.21: Central Leawood Zoning by Acreage

Zoning	Acres	%
AG	192.94	5.23
BP	0.00	0.00
REC	561.30	15.22
SD-CR	209.71	5.69
SD-NCR	38.69	1.05
SD-NCR2	0.00	0.00
SD-O	291.93	7.92
MXD	178.53	4.84
All Residential	2,215.08	60.06

Source: Leawood Community Development Department, 2018

The commercial areas within Central Leawood are described in greater detail below.

Hallbrook Office Center - North of 112th Terrace and West of State Line Road

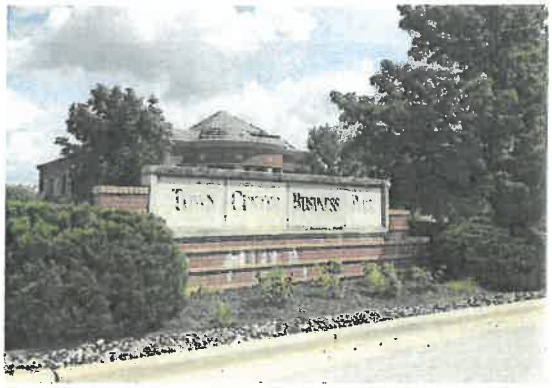
8 Hallbrook Office Center

Hallbrook Office Center is becoming one of Leawood's premier office developments. Located directly south of I-435 on the Kansas-Missouri state line, this commercial area will feature an attractively landscaped environment similar to the neighboring Hallbrook Subdivision.

Table 3.22: Hallbrook Office Center Data

Status	Existing
Total Square Feet	224,382
Location	111th St. & State Line Rd.
Development Type	Office
Zoning	SD-CR & SD-O

Source: Leawood Community Development Department



Town Center Business Park - South of 115th Street and East of Roe Avenue

9 Town Center Business Park

Town Center Business Park is an office development located southeast of 115th Street and Roe Avenue, with six developed parcels. There are currently three undeveloped parcels within the development, which are owned by the City of Leawood.

Table 3.23: Town Center Business Park Data

Status	Existing
Total Square Feet	170,728
Location	115th St. & Roe Ave.
Development Type	Office
Zoning	SD-NCR & SD-O

Source: Leawood Community Development Department

10 Leawood Executive Centre

This is an existing development in a prominent location at the southeast corner of College Boulevard and Roe Avenue, consisting of a collection of three office buildings constructed from 1986 to 1987.

Table 3.24: Leawood Executive Centre Data

Status	Existing
Total Square Feet	169,716
Location	SE Corner of College Blvd. & Roe Ave.
Development Type	Office
Zoning	SD-O

Source: Leawood Community Development Department

Leawood Executive Centre - South of College Boulevard and East of Roe Avenue

11 Town Center Plaza

Town Center Plaza has become one of the area's premier regional retail centers, located north of 119th Street between Nall Avenue and Roe Avenue. Town Center currently hosts many high quality commercial establishments, and major anchor stores including a 120,000 sq.ft. department store, 100,000 sq.ft. sporting goods store, and a theater complex. Accompanying the shopping center are numerous restaurants and a banking institution.

Table 3.25: Town Center Plaza Data

Status	Existing/Planned
Total Square Feet	683,696 / 735,050
Location	N of 119th St. between Nall Ave. & Roe Ave.
Development Type	Retail
Zoning	SD-CR

Source: Leawood Community Development Department

Town Center Plaza - North of 119th Street and East of Nall Avenue

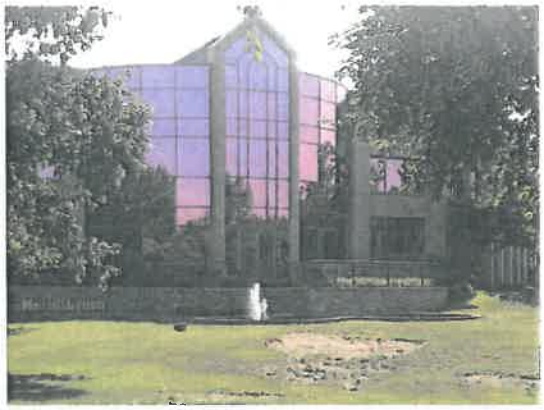
12 Tomahawk Creek Office Park

Tomahawk Creek Office Park is an existing development along Tomahawk Creek Parkway south of College Boulevard. The development has reached build-out and consists of several office buildings constructed from 1998 through the early 2000s.

Table 3.26: Tomahawk Creek Office Park Data

Status	Existing
Total Square Feet	508,807
Location	College Blvd. to 114th St. on Tomahawk Creek Parkway
Development Type	Office
Zoning	SD-NCR & SD-O

Source: Leawood Community Development Department



Tomahawk Creek Office Park - South of College Boulevard and west of Tomahawk Creek Parkway

Pinnacle Corporate Centre - North of 115th Street and Tomahawk Creek Parkway

13 Pinnacle Corporate Centre

Pinnacle Corporate Center is located north of 115th Street and Tomahawk Creek Parkway, immediately south of Tomahawk Creek Office Park. Development was recently concluded when the fifth and final office building was completed and occupied in 2015.

Table 3.27: Pinnacle Corporate Centre Data

Status	Existing
Total Square Feet	419,469
Location	114th St. to 115th St. on Tomahawk Creek Parkway
Development Type	Office
Zoning	SD-O

Source: Leawood Community Development Department

Camelot Court - East of Roe Ave and South of Town Center Drive

14 Camelot Court

Camelot Court is a retail development constructed between 1990 and 1996 and located at the northeast corner of 119th Street and Roe Avenue. This development recently underwent renovations utilizing the City's CID policy approved in 2014.

Table 3.28: Camelot Court Data

Status	Existing
Total Square Feet	184,477
Location	NE Corner of 119th St. & Roe Ave.
Development Type	Retail
Zoning	SD-CR

Source: Leawood Community Development Department

Town Center Crossing - Along 114th Street and North of Tomahawk Creek Parkway

15 Town Center Crossing

Town Center Crossing, located at the southeast corner of 119th Street and Roe Avenue within Central Leawood was constructed from 2006 to 2008. The Development consists of a multi-tenant main center and three outparcel buildings adjacent to 119th Street.

Table 3.29: Town Center Crossing Data

Status	Existing
Total Square Feet	170,279
Location	SE Corner of 119th St. & Roe Ave.
Development Type	Retail
Zoning	SD-CR

Source: Leawood Community Development Department

16 Leawood Plaza

Leawood Plaza is a neighborhood-scale commercial development located at the northwest corner of 123rd Street and State Line Road. This development was constructed between 1986 and 1988.

Table 3.30: Leawood Plaza Data

Status	Existing
Total Square Feet	125,168
Location	123rd St. & State Line Rd.
Development Type	Retail
Zoning	SD-NCR

Source: Leawood Community Development Department

Leawood Plaza - North of 123rd Street and West of State Line Road

17 Leawood Commons

An office/retail development along Nall Avenue north of Town Center Drive; this development was constructed beginning in the 1990s and is built-out.

Table 3.31: Leawood Commons Data

Status	Existing
Total Square Feet	100,570
Location	NE Corner of Town Center Dr. & Nall Ave.
Development Type	Office
Zoning	SD-NCR & SD-O

Source: Leawood Community Development Department

Leawood Commons - North of Town Center Drive and East of Nall Avenue

18 University Park

An office development immediately north of Leawood Commons. This development completed its final phase on construction during the late 1990's and is built out.

Table 3.32: University Park Data

Status	Existing
Total Square Feet	79,592
Location	112th St. & Nall Ave.
Development Type	Office
Zoning	SD-O

Source: Leawood Community Development Department

University Park - South of 112th Street and East of Nall Avenue

Park Place - East of Nall Ave. and South of Town Center Drive

19 Park Place

Park Place is a mixed use development located southeast of Town Center Drive and Nall Avenue, which opened its first phase consisting of retail and office in 2008. Approved for more than 1.2 million square feet of floor area, Park Place is the largest and most dense development in the City of Leawood. Development of the east end of Park Place is currently underway with the construction of an office building and multi-family residential building.

Table 3.33: Park Place Data

Status	Existing
Total Square Feet	508,807
Location	College Blvd. to 114th St. on
Development Type	Office
Zoning	SD-NCR & SD-O

Source: Leawood Community Development Department

State Line Office Building - West of State Line road and North of 128th Street

20 State Line Office Building

This development consists of one, relatively small office building constructed in 2006.

Table 3.34: State Line Office Building Data

Status	Existing
Total Square Feet	11,494
Location	128th St. & State Line Rd.
Development Type	Office
Zoning	SD-O

Source: Leawood Community Development Department

University Park - South of 112th Street and East of Nall Avenue

21 College Boulevard Office Corridor

The College Boulevard Office Corridor is a collection of individual buildings along the south side of College Boulevard between Nall Avenue and Roe Avenue. Many of the buildings were constructed beginning in the 1980s.

Table 3.35: College Boulevard Office Corridor Data

Status	Existing
Total Square Feet	261,484
Location	Nall Ave. to Roe Ave. along College Blvd.
Development Type	Office
Zoning	SD-NCR & SD-O

Source: Leawood Community Development Department

22 Leawood Square

Leawood Square is a small-scale neighborhood retail development located northwest of 131st Street and State Line Road. The development was constructed in 1988.

Table 3.36: Leawood Square Data

Status	Existing
Total Square Feet	39,689
Location	130th St. & State Line Rd.
Development Type	Retail
Zoning	SD-CR

Source: Leawood Community Development Department

Leawood Square - North of 131st Street and West of State Line Road

23 Village of Seville

Village of Seville is a relatively new retail development located south of Leawood Square. Construction commenced in 2006 and is ongoing. ~~A micro-hospital was approved for the development in 2016.~~ St. Luke's Community Hospital opened in 2018.

Table 3.37: Village of Seville Data

Status	Existing/ Planned
Total Square Feet	43,836 / 102,991
Location	133rd St. & State Line Rd.
Development Type	Retail
Zoning	SD-CR

Source: Leawood Community Development Department

Village of Seville - North of 133rd Street and West of State Line Road

Parkway Plaza - North of 135th Street and West of Roe Avenue

24 Parkway Plaza

Parkway Plaza is mixed use development along the 135th Street Corridor between Roe Avenue and Nall Avenue. The project began in 2005 and construction is ongoing. The development is approved to include a mixture of retail, office and residential uses. ~~In 2016, two additional buildings received final approval, one of which is currently under construction.~~

Table 3.38: Parkway Plaza Data

Status	Existing/ Planned
Total Square Feet	360,371 / 625,281
Location	NW Corner of 135th St. & Roe Ave.
Development Type	Mixed Use
Zoning	MXD

Source: Leawood Community Development Department

Market Square - North of 135th Street and East of Mission Road

25 Market Square

The Market Square Center was the first project to be finalized along the 135th Street Corridor, located at the northeast corner of 135th and Mission Road. This development consists of office and retail tenants including a grocery store and a bank building. One additional pad site is allowed along 135th Street, which may include a restaurant. The second phase of the main center still remains to be constructed.

Table 3.39: Market Square Center Data

Status	Existing/Planned
Total Square Feet	149,375 / 172,542
Location	NE Corner of 135th St. & Mission
Development Type	Retail
Zoning	SD-CR

Source: Leawood Community Development Department

South Leawood

This area, south of 135th Street, contains the largest share of undeveloped land in the City. While limited amounts of land area designated for residential uses remain undeveloped, considerable land area designated for mixed use development remains, primarily along the 135th Street corridor.

Population

Growth Patterns

South Leawood is experiencing the largest population increase of any sector. The area's population has increased by approximately 4,000 persons in each of the last two decennial censuses. The growth will continue in this area but at a slower pace.

Table 3.40: South Leawood Population

Year	Population	% of Total City
1990	601	3%
2000	4,245	15%
2010	8,583	27%

Source: U.S. Census Bureau, Decennial Census, 1990-2010

Population Composition

Race & Ethnicity

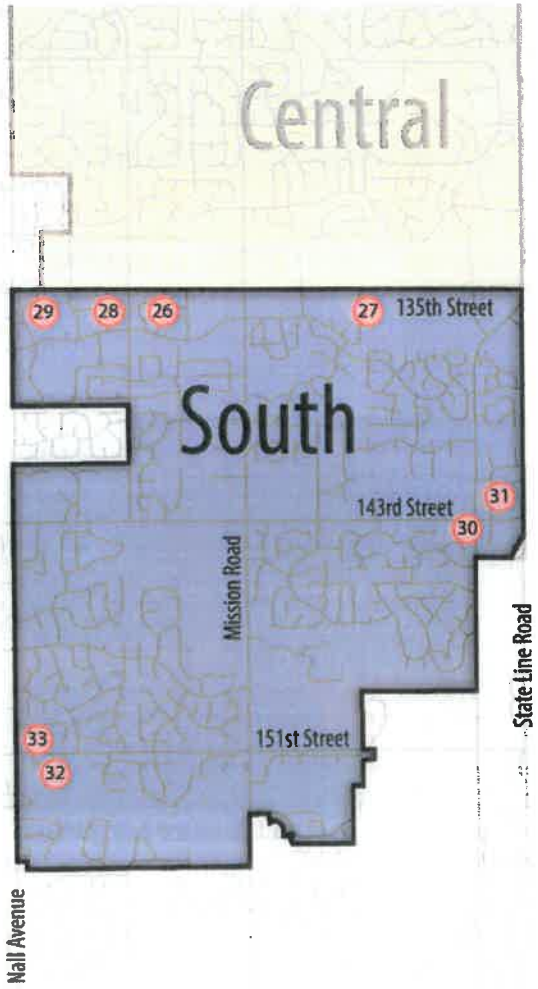
As of the 2010 Census, the majority population group in South Leawood, as in other areas of Leawood, are those who identify themselves as white, with almost 91% of the population. The largest minority group is Asian, with just over 5% followed by the Hispanic population.

Table 3.41: South Leawood Race & Ethnicity Composition

Race/Ethnicity	South Leawood	All Leawood
American Indian or Alaskan Native	0.57%	0.10%
Asian	5.22%	3.80%
Black or African-American	2.87%	1.90%
Hispanic or Latino (of any race)	3.00%	2.20%
White	87.67%	90.10%
Some Other Race	0.25%	0.40%
Two or More Races	0.41%	1.40%

Source: U.S. Census Bureau, Decennial Census, 2010

Figure 3.4: Map of South Leawood



26. The Villagio at Leawood - West
27. Chadwick Place
28. Plaza Pointe
29. Cornerstone of Leawood
30. Shops at Camden Woods
31. Centennial Park
32. Ironhorse Centre
33. Nall Valley Shops

Housing

As of the 2010 Census, the total number of housing units in South Leawood is 3,029, of which 2,868 are occupied for a vacancy rate of 5% which is up from 3% in 2000. The occupancy rates are summarized in Table 3.42.

Table 3.42: South Leawood Housing Occupancy

Type	2010		2000	
	Total	%	Total	%
Occupied	2,868	95%	1,424	97%
Vacant	161	5%	29	3%
Total	3,029	100%	1,453	100%

Source: U.S. Census Bureau, Decennial Census, 2000-2010

The average household size for South Leawood in 2010 was 2.99 persons. This is the largest average household size in the City relative to North and Central Leawood. This is reflective of a greater proportion of families in this area relative to the rest of the City.

Table 3.43: South Leawood Population by Major Age Group

Age Group	Population (2010)	% of South Leawood	
		2010	2000
Adolescent	3,287	38%	33%
Career	4,452	52%	60%
Retired	844	10%	7%

Source: U.S. Census Bureau, Decennial Census, 2000-2010

Educational Attainment

As with the remainder of Leawood, South Leawood residents have high levels of educational attainment; 83% of the area's residents hold at least a bachelor degree, up from 65% in 2000.

Table 3.44: South Leawood Educational Attainment

Highest Level of Attainment	Population (2010)	% of South Leawood	
		2010	2000
High School Graduate	102	2%	11%
Some College or Associates Degree	862	16%	23%
Bachelor Degree	3,439	65%	44%
Graduate or Professional Degree	883	17%	21%

Source: U.S. Census Bureau, Decennial Census, 2010

Community Profile

~~As South Leawood has grown, the need for community facilities has increased.~~

Schools

Blue Valley School District, USD #229 provides public school education to children in South Leawood. In 2000, this area was served with two elementary schools, however due to the growth that has occurred since then, the area is now served by four elementary schools; Mission Trail Elementary School and Prairie Star Elementary School, both located in Leawood, and Overland Trail Elementary School and Sunrise Point Elementary School, both located in Overland Park. Children enrolled in public schools in South Leawood attend either Leawood Middle School, Prairie Star Middle School, or Overland Trail Middle School. Both Blue Valley North High School and Blue Valley High School serve the area. St. Michael the Archangel School, a Catholic grade school, is located in South Leawood. Blue Valley School District closely monitors expected population growth in relation to the capacity of existing schools, especially in the 135th Street Corridor, which will develop new multi-family housing units.

Religious Institutions

Four institutions are located in South Leawood, as listed in Table 3.45.

Table 3.45: Religious Institutions in South Leawood

Denomination	Institution
Catholic	St. Michael the Archangel Catholic Church
Evangelical	Christ Community Church
Lutheran	Lord of Life Lutheran Church
Methodist	United Methodist Church of the Resurrection

Source: Leawood Community Development Department

Public Buildings and Amenities

Leawood's 18-hole municipal golf course, named for its proximity to a historic rail line Ironhorse, is the only City owned golf course and is located south of 151st Street. Ironhorse Golf Course is the only public course in the community.

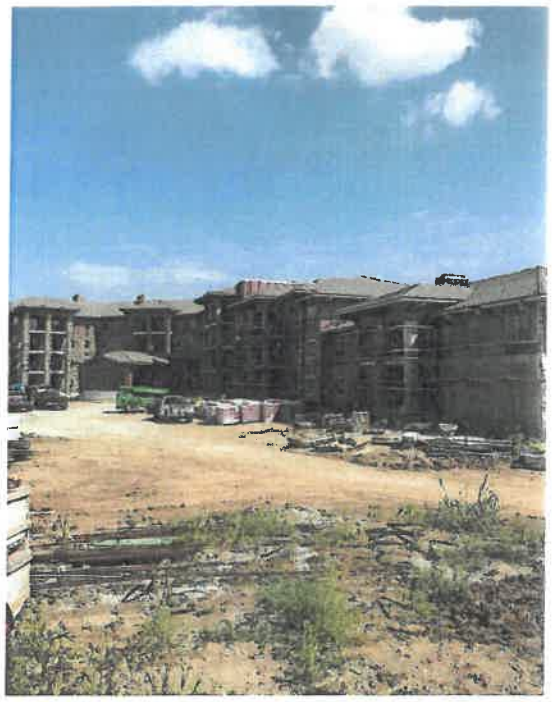
Ironwoods Park, located at Ironwoods Drive and Mission Road is a large public park operated by the City. The park has a wide variety of amenities such as trails, an amphitheater, cabins, alpine towers and a playground. Adjacent to the park is Fire Station #3. The City also operates a public works facility at the southeast corner of 143rd Street and Kenneth Road.

St. Michael the Archangel Catholic Church - North of 143rd Street and East of Nall Avenue

Christ Community Church - North of 143rd Street and West of Kenneth Road

Lord of Life Lutheran Church - South of 135th Street and West of Chadwick Street

United Methodist Church of the Resurrection - South of 137th Street and West of Roe Avenue



Development Profile

The majority of undeveloped land in the City of Leawood is located in South Leawood, but this land area has decreased substantially since 2000. Approximately 59% of the land area is planned or zoned for residential land uses. About 7% of the area is zoned for commercial land uses, however considerably more is planned to be developed for mixed uses, primarily along 135th Street. A breakdown of the zoning by land area is provided in Table 3.46.

Table 3.46: South Leawood Zoning by Acreage

Zoning	Acres	%
AG	192.94	5.23
BP	0.00	0.00
REC	561.30	15.22
SD-CR	209.71	5.69
SD-NCR	38.69	1.05
SD-NCR2	0.00	0.00
SD-O	291.93	7.92
MXD	178.53	4.84
All Residential	2,215.08	60.06

Source: Leawood Community Development Department, 2018

The commercial areas within South Leawood are described in greater detail below.

Villaggio at Leawood - West - South of 135th Street and East of Roe Avenue

26 The Villaggio at Leawood – West

This development was approved in 2005 and thus far, two buildings have been constructed while the remainder is undeveloped.

Status	Existing/Planned
Total Square	10,147 / 400,800
Location	SE Corner of 135th St. & Roe Ave.
Development	Retail/Office
Zoning	SD-CR & SD-O

Source: Leawood Community Development Department

Table 3.47: The Villaggio at Leawood – West Data

Chadwick Place - South of 135th Street and East of Chadwick Road

27 Chadwick Place

This development, located at the southeast corner of Chadwick Street and 135th Street was approved in 2004. Thus far a bank building has been constructed while the remainder is undeveloped.

Table 3.48: Chadwick Place Data

Status	Existing/Planned
Total Square	3,598 / 62,000
Location	135th St. & Chadwick
Development	Retail/Office
Zoning	SD-NCR & SD-O

Source: Leawood Community Development Department

28 Plaza Pointe

Plaza Pointe, located at the southwest corner of 135th Street and Roe Avenue, is a mixed office and commercial development that began in 2000 and is nearly complete with only one lot remaining. ~~A final plan for a single story building was recently constructed for the remaining lot within the development.~~

Table 3.49: Plaza Pointe Data

Status	Existing
Total Square Feet	186,422
Location	SW Corner of 135th St. & Roe Ave.
Development Type	Retail/Office
Zoning	SD-CR & SD-O

Source: Leawood Community Development Department

Plaza Pointe - South of 135th Street and West of Roe Avenue

29 Cornerstone of Leawood

Cornerstone of Leawood is a mixed office and retail development located at the southeast corner of 135th Street and Nall Avenue. In addition to a mix of office and retail uses, the development includes. a lifestyle center, an open-air pedestrian courtyard with decorative hardscape, landscaping, and shop access. Thus far, seven buildings have been constructed, but the main lifestyle center remains largely undeveloped. A four story hotel was approved in 2017, located in the central lot within the development and is currently under construction.

Table 3.50: Cornerstone of Leawood Data

Status	Existing/Planned
Total Square	81,459/ 371,856
Location	SE Corner of 135th St. & Nall Ave.
Development	Retail/Office
Zoning	SD-CR

Source: Leawood Community Development Department

Cornerstone - South of 135th Street and East of Nall Avenue

30 Shops at Camden Woods

The Shops at Camden Woods are located at the southwest corner of 143rd Street and Kenneth Road and consists of a single two-story mixed office and retail building. The project was constructed in 2004.

Table 3.51: Shops at Camden Woods Data

Status	Existing
Total Square	22,189
Location	SW Corner of 143rd St. & Kenneth Rd.
Development	Retail
Zoning	SD-NCR

Source: Leawood Community Development Department

Shops at Camden Woods - South of 143rd Street and West of Kenneth Road

Centennial Park - North of 143rd Street and East of Kenneth Road

31 Centennial Park

Centennial Park, located at 143rd and Kenneth Road, provides a unique ~~two-for-one~~ opportunity. Tenants of the park are registered in both Kansas and Missouri and are able to conduct business out of either state. Few business parks can claim this advantage. In addition, Centennial Park has excellent transportation access to both 135th Street in Kansas and Missouri 150 Highway. ~~A 23,200 square foot office building, currently under construction, is almost complete and an additional 53,323 square feet have been approved for Central States Beverage, which will be under construction in 2018.~~

Table 3.52: Centennial Park Data

Status	Existing/Planned
Total Square Feet	230,531 / 253,731
Location	NE Corner of 143rd St. & Kenneth Rd.
Development Type	Office
Zoning	BP

Source: Leawood Community Development Department

Ironhorse Centre - South of 151st Street and East of Nall Avenue

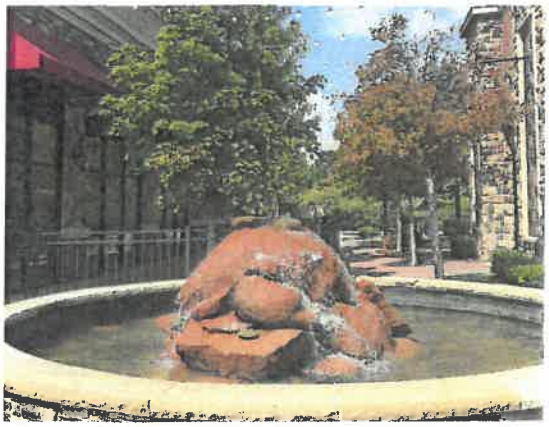
32 Ironhorse Centre

Ironhorse Centre is located at the southeast corner of 151st Street and Nall Avenue. The development consists of office/retail/residential buildings including a bank and retail uses which serve the nearby residents. A multi-story independent senior living facility, The Fairways of Ironhorse, has been approved as the final piece for the Development, and is under construction.

Table 3.53: Ironhorse Centre Data

Status	Existing/Planned
Total Square	61,499 / 170,618
Location	SE Corner of 151st St. & Nall Ave.
Development	Mixed Use
Zoning	MXD

Source: Leawood Community Development Department



Nall Valley Shops - North of 151st Street and East of Nall Avenue

33 Nall Valley Shops

Nall Valley Shops, located at the northeast corner of 151st and Nall Avenue, is a commercial development that began in 2004 and is nearly complete with one lot adjacent to 151st Street remaining.

Table 3.54: Nall Valley Shops Data

Status	Existing/Planned
Total Square	73,962 / 82,462
Location	NE Corner of 151st St. & Nall Ave.
Development	Retail
Zoning	SD-CR & SD-NCR

Source: Leawood Community Development Department

Cornelius Gates
80
Maple Park Land Co
Cemetery
27
E Voigts
Geo Mtlend
80
J Davis
J B
Fuque
26.50
Wood land
40
Platt
E C Platt
Virgil N Platt
Monroe
3
Lee

4. GUIDE TO FUTURE DEVELOPMENT

Leawood will always be identified with its trademark variety of prestigious, planned residential living environments. In addition, planned commercial areas developed now will have a positive impact on the community's prospering business climate for years to come. ~~With the 21st century upon us,~~ Leawood has an exciting future with a preserved quality of life for all residents and employers.

Our Vision

Leawood prides itself on being a safe, attractive community, which values its distinctive character. The citizens of Leawood are civic-minded and are an important component in shaping Leawood's future. As the City of Leawood looks to the future, it will continue to maintain the residential property values, promote neighborhood-oriented commercial developments and quality mixed use developments, offer a variety of high-quality residential neighborhoods, sustain environmental sensitivity, retain natural landscapes and provide public open space. With this vision, as articulated in a comprehensive plan, the City of Leawood will continue to grow with distinction.

Comprehensive Plan Map

The following comprehensive plan map provides a guide to the future development of Leawood, and depicts the long term vision for growth based upon expected population changes and job growth. The map designates land categories based on use and density. This evolving map is reviewed and updated on an annual basis. The Comprehensive Plan also includes a vision for the active transportation network along with significant cultural landmarks.

135th Street Community Plan

The 135th Street Community Plan is incorporated by reference into the City of Leawood's Comprehensive Plan, and serves as a guiding document for development between 133rd Street and 137th Street and between Nall Avenue and State Line Road. The plan identifies an optimal layout for 135th Street, defines key land uses, produces development concepts and provides a strategic implementation plan for creating a sustainable community. The plan was adopted in 2014 and was developed through a series of public meetings with community leaders, property owners, and governmental jurisdictions.

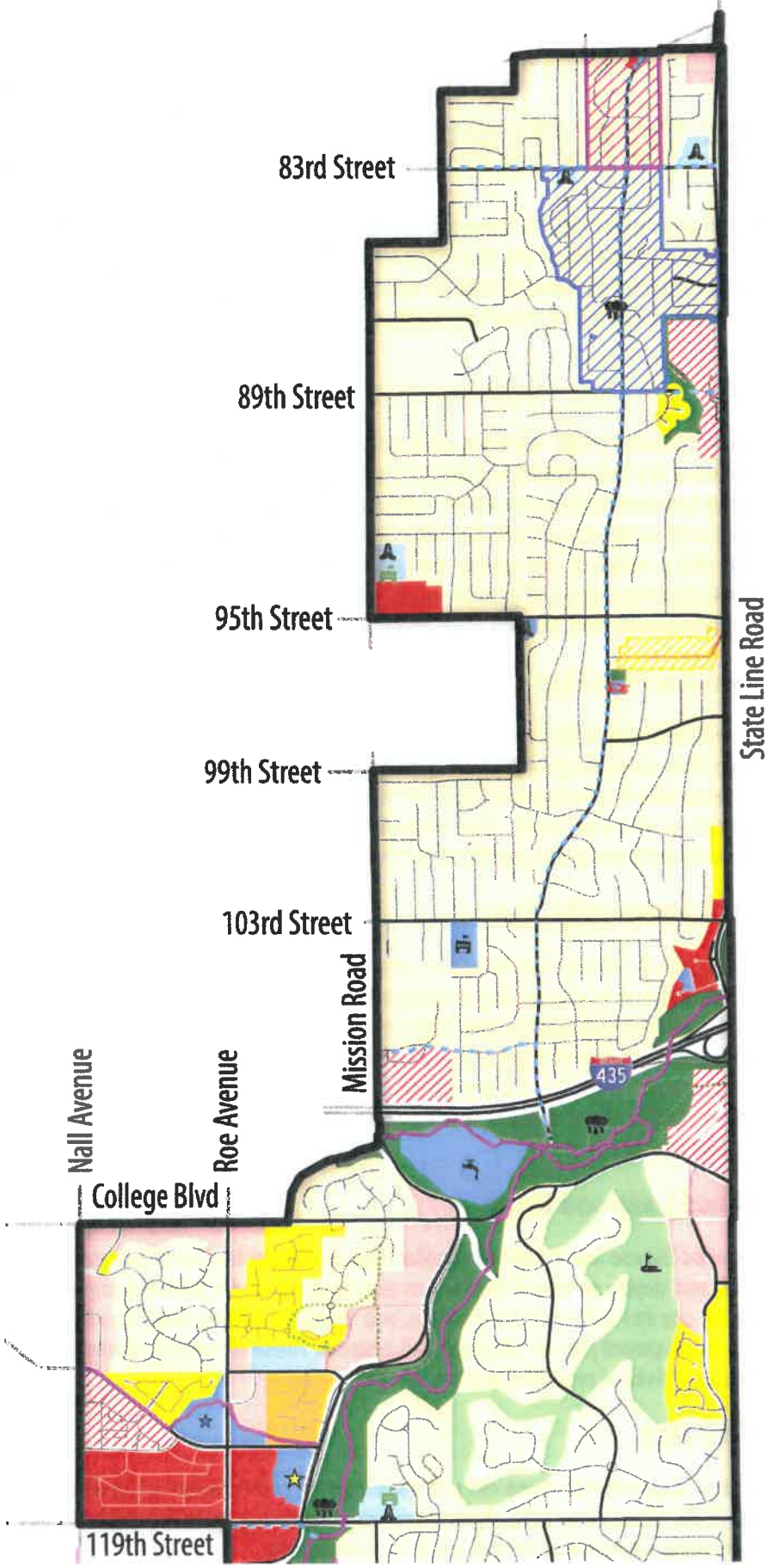
Self-Propelled Leawood Maps

Self-Propelled Leawood Bicycle and Pedestrian Master Plan articulates the City of Leawood's vision for pedestrian and bicycle access. This plan can also be found on the following pages. The two exhibits divide the city into north and south halves, and represent existing and future bike routes along with a development plan for Leawood trail systems. These recommendations should be furthered refined as individual projects are implemented.

Historic Trail Map

Leawood also includes approximately three miles of historic routes of the Santa Fe, Oregon and California National Trails. Since these trails bisect current development, proposed automobile and bicycle routes intersecting segments of the trail are being investigated.

Figure 4.1 Comprehensive Plan Map - North



City of Leawood Comprehensive Plan - 2018

City Limits
Future Streets

Land Uses
- Low Denisty Residential
- Medium Denisty Residential
- High Density Residential
- Mixed Use
- Office
- Retail
- Business Park
- Public
- Institutional
- Open Space - Private
- Open Space - Public

Points of Interest
- Places of Worship
- City Hall
- Public School
- Private School
- Police Station
- Fire Station
- Public Works Facility
- Justice Center
- Public Utility
- Hospital
- Park
- Golf Course

Historic Districts
- Leawood Historic District 1
- Leawood Historic District 2
- Lee Farmhouse Road

National Historic Trails
- Santa Fe
- Oregon
- California

Trails
- Existing
- Future
- Private

City of Leawood's Vision

Leawood prides itself on being a safe, attractive community, which values its distinctive character. The citizens of Leawood are civic-minded and are an important component in shaping Leawood's future. As the City of Leawood looks to the future, it will continue to maintain the residential property values, promote neighborhood-oriented commercial developments, offer a variety of high quality residential neighborhoods, sustain environmental sensitivity, retain natural landscapes and provide public open space. With vision, as articulated in a comprehensive plan, the City of Leawood will continue to grow with distinction.

Figure 4.2 Comprehensive Plan Map - South

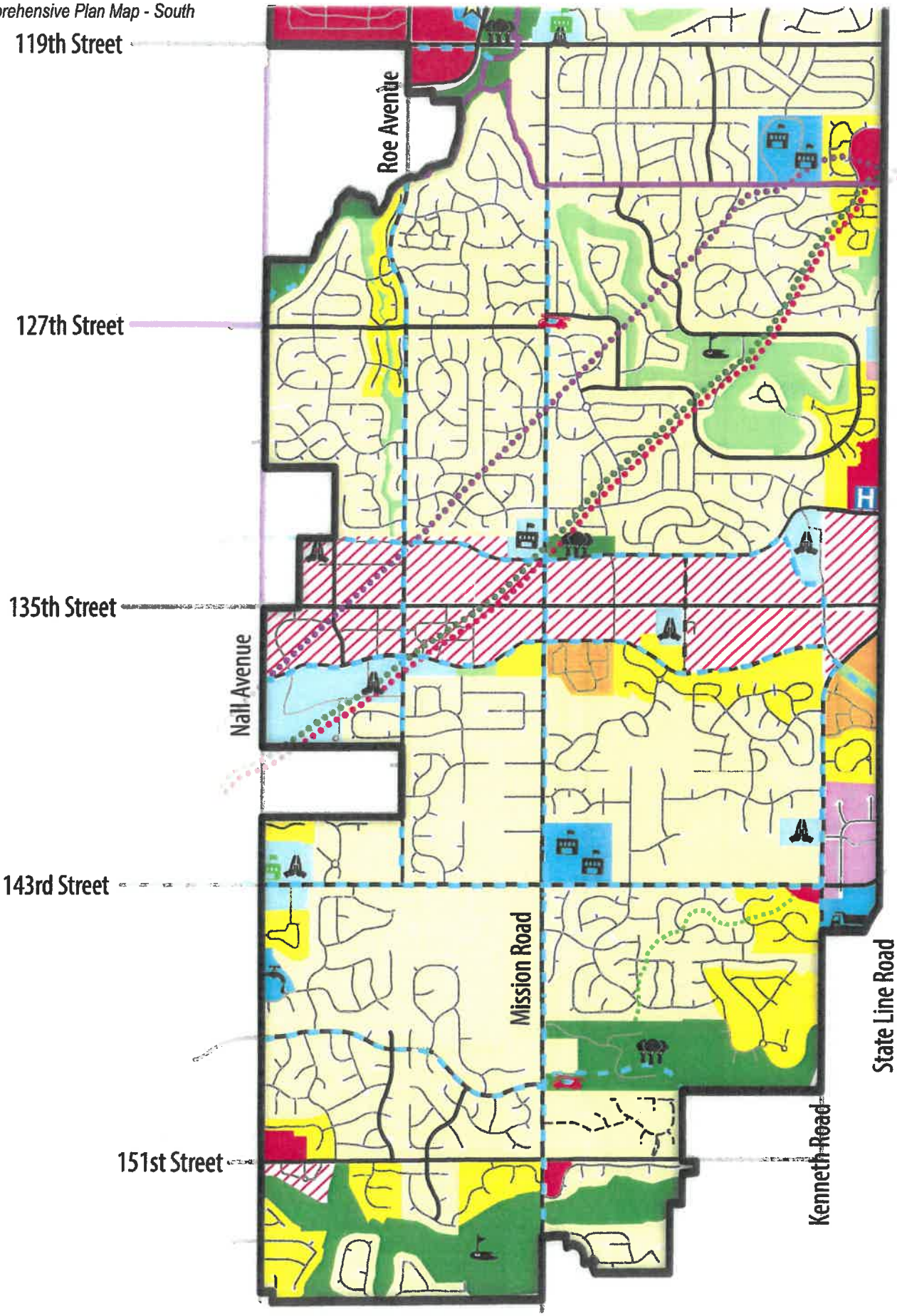


Figure 4.3 Self Propelled Leawood

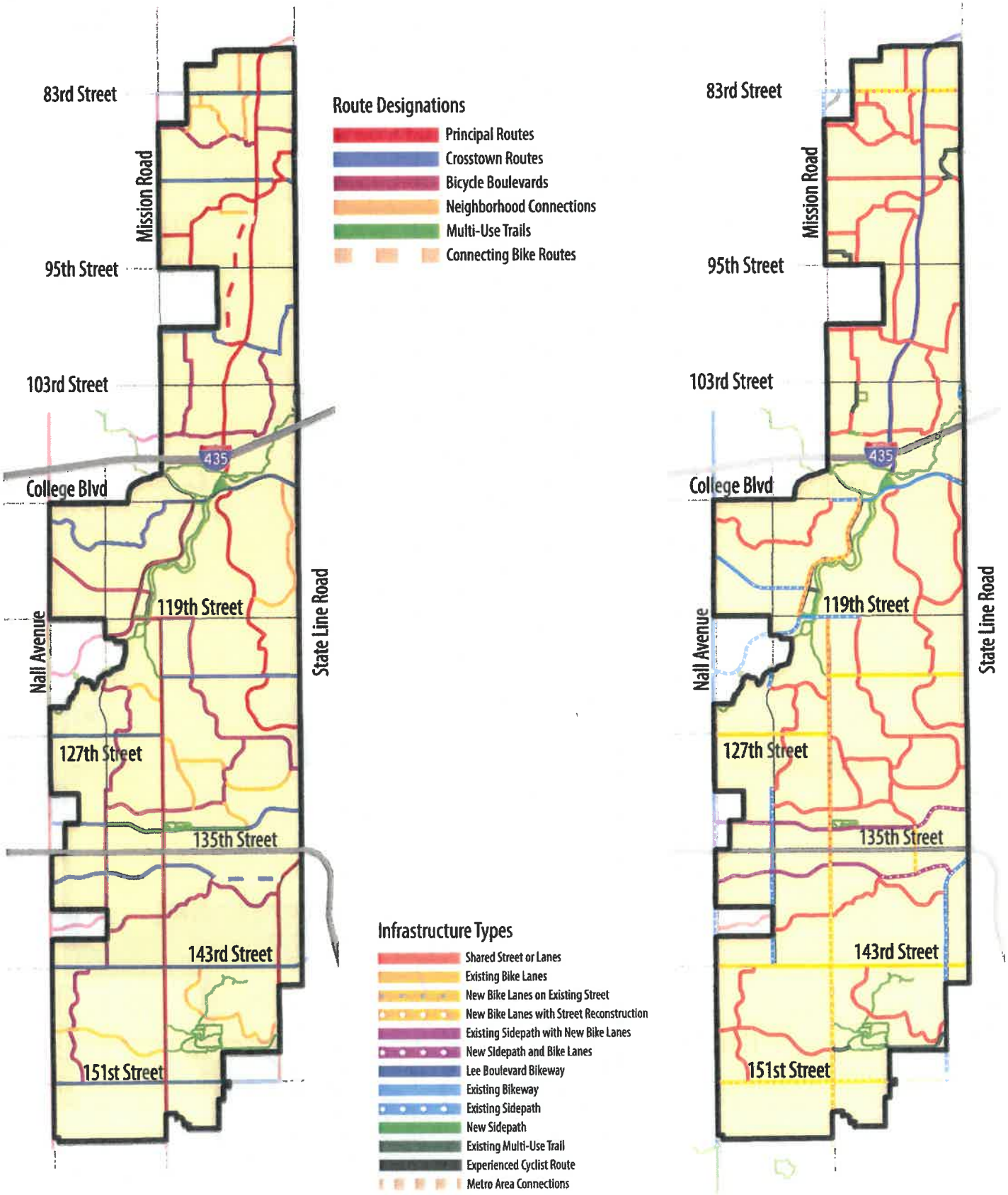
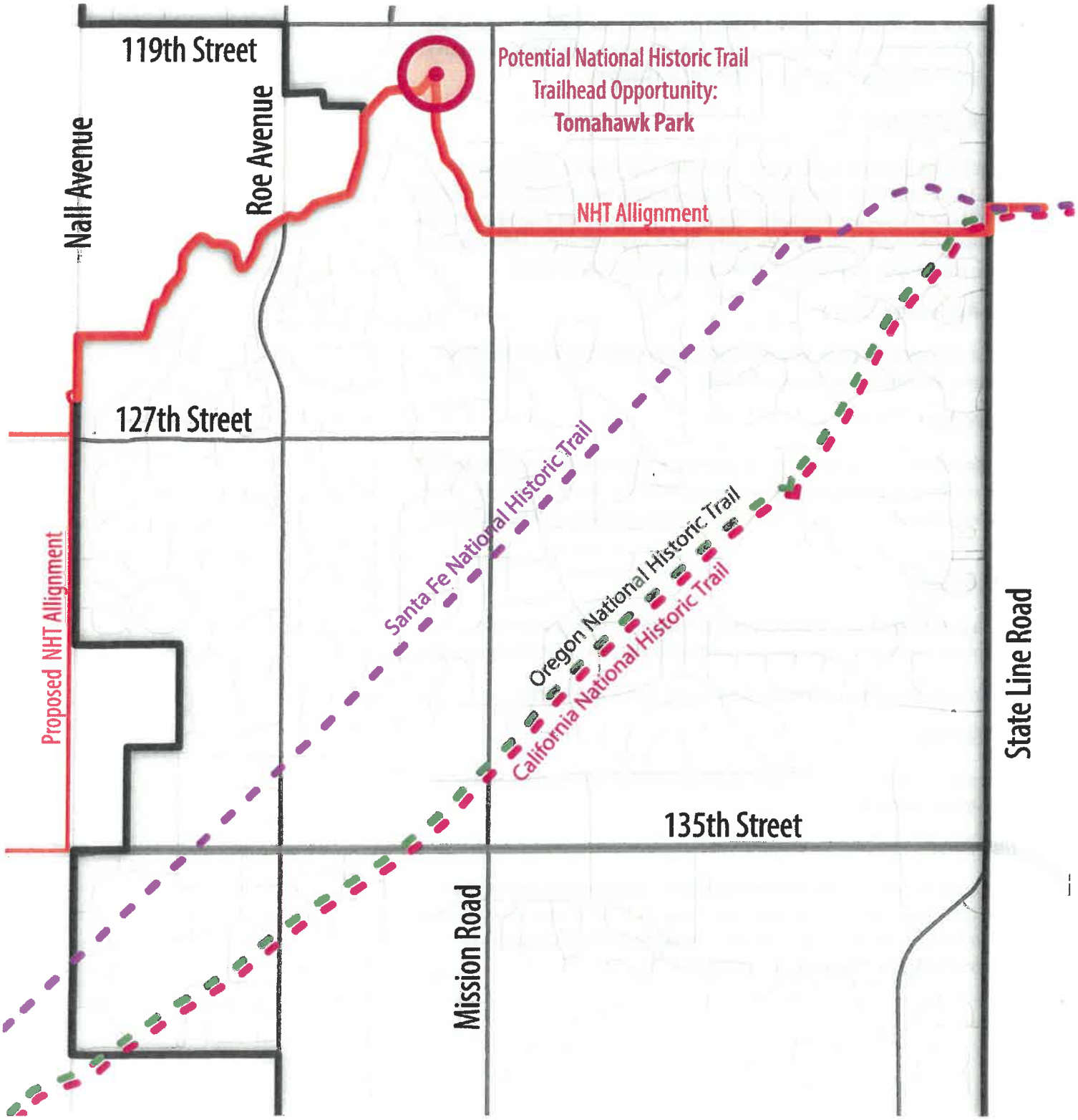


Figure 4.4 Leawood Historic Trails - Santa Fe, Oregon, and California National Trails



Goals and Objectives

In order to transform the values of the City's development vision into reality, the following goals and objectives have been created. A goal represents the end towards which our efforts are directed; objectives outline the actions necessary to achieve the goals. Both goals and objectives implement how the residents, Planning Commission and Governing Body envision the future of the City of Leawood.

Non-Residential

Non-residential development is defined as uses other than single and multi-family residential. These uses include retail, office, business park, and recreational land uses. It is important that the use and intensity of this type of development is compatible with the surrounding community that it serves. Examples of uses within this district include retail shops, restaurants, general office, medical office, and light assembly.

Non-Residential Goal 1

Promote the redevelopment and, where it makes sense, retention of non-residential development in the established areas of the City.

OBJECTIVE:

Plans for redevelopment of existing non-residential properties shall be required to take into consideration surrounding properties/developments in terms of scale, use, design, access, landscaping and lighting, to promote an overall harmonious design for the area.

DIRECTIVES:

A - Encourage redevelopment of existing non-residential properties to provide pedestrian connections to surrounding non-residential and residential developments.

Redevelopment shall comply with all regulations and planning principles.

OBJECTIVE:

Provide incentives for the redevelopment (public portion) of existing non-residential developments in Leawood.

DIRECTIVE:

Give consideration to Special Benefit Districts (SBD), Transportation Development Districts (TDD), and Community Improvement Districts (CID) for public improvements in designated areas deemed to have a need for redevelopment and would not otherwise be improved. (See City of Leawood Resolution No. 1317).

Non-Residential Goal 2

Ensure compatible transitions from non-residential development to residential neighborhoods and other less intensive land uses.

OBJECTIVE:

Utilize open space, large landscaped areas, natural topographical features, berms, and residential uses as buffers between residential and nonresidential developments.

DIRECTIVES:

A - Provide a variety of land uses adjacent to the nonresidential area (i.e. assisted living, independent living, condominiums, etc.).

B - Promote the transition from higher intensity land uses to lower intensity land uses.

C - Utilize clustering of buildings near major streets to develop common areas/buffer areas between the nonresidential and residential developments.

D - Maintain existing natural features between residential and nonresidential development such as tree lines.

E - Provide incentives to developers consistent with goals of Comprehensive Plan and sound planning and development principles to assure desirable results (i.e. bonuses as outlined in Leawood Development Ordinance).

F - Assess traffic impact and plan for no worse than a D rating.

Non-Residential Goal 3

Promote quality non-residential developments by requiring pedestrian oriented/human scaled designs, high-quality materials, sensitive landscaping, and limited signage.

OBJECTIVE:

Parking Lots shall be designed to limit the massing of pavement viewable from public streets.

DIRECTIVES:

A - The massing of parking lots shall be broken up with landscaping.

B - Parking lots shall be hidden from public streets with a minimum three-foot high berm and landscaping located along the berm.

C - Encourage land banking of parking spaces.

D - Encourage shared parking agreements between nonresidential developments and the recording of such agreements.

E - Utilize buildings and amenities to break up parking lots.

F - Promote a transportation system which provides or improves access and circulation within and adjacent to non-residential areas, and fosters interaction among residents.

G - Encourage parking lots to be located behind the front building mass when along a public street.

H - Utilize internal walkways for pedestrians in parking lots. The internal walkways shall be constructed of decorative material and shall be protected from driveways with landscaping.

I - Encourage a row of parking adjacent to the front entrance of the building particularly for retail developments.

J - Encourage limiting the length of the rows of parking.

K - Parking lots shall be lighted and striped to ensure the safety of pedestrians and motor vehicles, and promote orderly and efficient use of space.

L - Encourage the use of underground and above ground multi-story parking structures.

OBJECTIVE:

Developments shall be constructed to incorporate Main Street or village style techniques.

DIRECTIVES:

A - Buildings shall be located on an interior drive system with on-street (interior drives) parking.

B - Buildings shall be clustered and oriented to ensure easy circulation between businesses for pedestrians without the need for vehicles.

C - Buildings shall be clustered and oriented to create gathering areas for patrons as well as large open spaces.

D - Plaza areas shall be incorporated into the design for all buildings.

E - All building facades shall be broken with extensions, recesses, awnings, and/or covered walkways.

F - All sides of buildings shall be constructed to the same standard of design.

G - Loading docks, trash collections, outdoor storage and similar facilities and functions shall be within the structure, or contained within a service court which is completely enclosed by the building mass and provide extensive buffering to completely screen these areas.

H - Encourage that each principal building have a clearly defined customer entrance with features such as canopies, porticos, arcades, arches, wing walls and integral planters.

I - Provide incentives for unique design and additional amenities incorporated into the development such as structured parking, large common areas, fountains, and other unique/quality features currently found throughout Leawood in lieu of the typical big box or strip centers and other standard developments prevalent in today's development industry.

J - Where no prevailing architectural context exists, create a compatible theme and character throughout the new development to relate to adjacent developmental designs.

K - Detail facades to relate to the architectural characteristics of the surrounding structures such as the proportion, scale, form, mass, setback, material, horizontal dimension, etc.

L - Nonresidential developments shall be required to maintain open space between nonresidential developments and adjacent residential developments.

M - Topographical features, which limit development, shall be retained as open space left in its natural state.

OBJECTIVE:

Non-residential development shall create a unique sense of place.

DIRECTIVES:

A - Monuments, fountains, or other artwork shall be constructed at the major entrances into the development from public streets and along internal intersections/driveways.

B - Buildings shall utilize decorative design elements that may include arched windows, second story balconies, pitched roofs, etc.

C - Bland architecture such as cube buildings and typical big box structures will not be permitted.

D - Developments will be encouraged to incorporate design themes, artwork, natural areas, water features, small plazas, and landscaping into the overall design of the development.

OBJECTIVE:

Reduce the visual impact and cluttering of signage.

DIRECTIVES:

A - Wall signs shall be limited to two per building and also limited to the façades of buildings, which face public streets or internal drives (not including parking lot drive aisles).

B - Monument signs shall be constructed of material similar to the façade of the building or of natural stone, brick, or similar material.

C - Monument signs shall be primarily used to identify overall developments and not individual tenants or buildings.

D - The placement of billboards shall not be permitted within the city limits of Leawood.

Residential

Residential development is defined as a land use type in which housing predominates. Residential is classified by rural, single family, clustered, or apartment districts that are furthered defined by density. Additional allowable uses within residential districts range from independent living, assisted living, and skilled nursing.

Residential Goal 1

Encourage a diverse mixture of quality housing to meet the needs of the Citizens of Leawood.

OBJECTIVE:

Ensure the creation of high quality single-family homes within the City of Leawood.

DIRECTIVES:

A - Single-family subdivisions shall be encouraged to have a neighborhood like ambiance by providing amenities such as common areas and trails to allow human interaction.

B - Encourage a diverse mix of household sizes and home styles.

C - Encourage the incorporation of natural features into residential development.

D - Encourage the use of common areas throughout and between residential developments.

E - Utilize natural buffers between neighborhoods and other uses, such as parks or significant landscaped areas, which protect the residential area but allow for pedestrian connections between the two uses.

F - Subdivision street systems shall provide multiple points of vehicular and pedestrian access including connections to existing residential and commercial developments.

OBJECTIVE:

Protect and preserve existing residential areas.

DIRECTIVES:

A - Preserve and protect existing housing through code enforcement and preventive maintenance.

B - Ensure that redevelopment within existing neighborhoods is compatible with the existing neighborhood in scale, style and materials.

C - Ensure new residential development within existing neighborhoods be of a similar pattern, and connect with the existing residential and commercial neighborhoods.

OBJECTIVE:

Ensure that residential growth patterns result in neighborhoods that have their own sense of place, yet are closely linked to the community as a whole.

DIRECTIVES:

A - Encourage multiple street and pedestrian connections with adjacent residential areas and discourage the extensive use of cul-de-sacs and dead-end streets.

B - Encourage subdivisions to provide unique amenities to promote the social interaction within the neighborhood.

C - Additional gated communities will not be allowed within the City of Leawood in order to promote a sense of community.

OBJECTIVE:

Provide home ownership alternatives to the standard large lot residential subdivision.

DIRECTIVES:

A - Encourage clustering of homes, in areas indicated as medium and high density on the Comprehensive Plan Map, to provide opportunities for amenities such as creation of common areas, preservation of natural features, walking trails and view corridors.

B - Offer incentives in areas indicated on the Comprehensive Plan Map, for unique design, the provision of additional amenities, and new planning principles and practices not currently in use for the City (i.e., walking paths, incorporating the natural slope of the land, retaining natural drainage ways/environmental features, pocket parks, community gathering areas, and other New Urbanism concepts and theories).

C - Encourage residential uses within designated mixed use areas.

OBJECTIVE:

Provide housing opportunities for the senior citizens of Leawood.

DIRECTIVES:

A - Encourage the development of assisted living, independent living and skilled nursing facilities within the designated institutional areas.

B - Utilize elderly care facilities as a transitional use between residential and non-residential uses.

C - Promote open space and connectivity to adjoining uses to provide pedestrian and recreational opportunities.

D - Promote human interaction within the design of the facilities through the use of courtyards, walking trails, decorative landscaping, and outdoor interactive areas.

Redevelopment

Redevelopment is defined as any new construction on a site that has pre-existing uses. The City of Leawood promotes the redevelopment of residential and commercial land uses through the following goals and objectives.

Redevelopment Goal 1

Promote residential redevelopment that is harmonious with the existing residential area.

OBJECTIVE:

Ensure that remodeling and maintenance of existing housing stock maintains the original character of the neighborhood.

DIRECTIVES:

A - Preserve and protect existing housing stock through code enforcement, development ordinance amendments and preventive maintenance.

OBJECTIVE:

In established neighborhoods, infill development shall be compatible with the character of the surrounding neighborhood, including scale, style of homes, and height of homes.

DIRECTIVES:

A - Develop and implement design guidelines, which maintain the character and style of the City, for redevelopment and remodeling.

B - Encourage residential development to be compatible with adjoining lots in respect to lot shape and size, style of housing, street configuration and landscaping.

C - Redevelopment shall be required to match the existing street pattern including through street connections.

D - Encourage the inclusion of private open space for new developments to help preserve the openness of Leawood.

Redevelopment Goal 2

Utilize commercial redevelopment to maintain or upgrade existing commercial areas and to ensure compatibility with the surrounding area.

OBJECTIVE:

Ensure that commercial redevelopment projects utilize high quality materials and compatible designs with the surrounding area.

DIRECTIVES:

A - Buildings shall be required to utilize materials and architectural features which complement one another.

B - Building treatments shall consider the use of decorative design elements that may include arched windows, second story balconies, covered walkways, pitched roofs, etc.

C - Bland, unimaginative architecture, such as flashcube buildings and typical big box structures, will not be permitted.

D - Encourage the placement of utilities underground for all new developments and work with landowners to place utilities underground for developed areas.

OBJECTIVE:

Ensure that commercial redevelopment includes pedestrian oriented / human scale designs which are compatible with the surrounding area.

DIRECTIVES:

A - Develop and implement design criteria that require commercial redevelopment to be human scale and have a clearly defined customer entrance with features such as canopies, porticos, arcades, arches, wing walls and integral planters.

B - Encourage connections between residential and commercial projects through pedestrian and vehicular connections.

C - Encourage commercial design to include public gathering areas, such as plazas, courtyards and benches.

D - Encourage the use of landscaping and berms to reduce the visual impact of buildings.

E - Retail building facades shall provide insets that divide larger facades into smaller storefronts.

F - Buildings shall be thoughtfully designed to provide cover from the weather and provide comfort for the pedestrian by incorporating porticos, canopies, and other architectural details.

Mixed Use

Mixed use is defined as a development which permits a mixture of retail, office, residential, and cultural uses in a single structure or multiple structures which incorporate a coordinated, consistent theme throughout the development and encourage a high level of pedestrian activity. Mixed use developments should be located within a close proximity to major roadways and intersections.

Mixed Use Goal 1

Encourage developments which blend a variety of uses, including commercial, office, and / or residential, into village style developments, which allow for access to services by a variety of transportation modes, including walking and biking.

OBJECTIVE:

Encourage pedestrian friendly environments within mixed use developments.

DIRECTIVES:

A - Encourage buildings to be clustered and oriented toward each other allowing easy access from one building to another.

B - Utilize sidewalks, small plazas, street furniture and landscaping to create a safe and pleasant pedestrian environment.

C - Develop a network of pedestrian paths between adjacent developments and public sidewalks, crosswalks, bike trails, and bike lanes.

D - Integrate neighborhood scaled private parks within the overall pedestrian networks.

E - Buildings shall be thoughtfully designed to provide cover from the weather and provide comfort for the pedestrian by incorporating porticos, canopies, and other methods.

F - Intersections shall be designed to emphasize the neighborhood scale and unique nature of the area, including sidewalks, streetscape elements and landscaping.

OBJECTIVE:

Develop human scale, village or main street style, mixed use developments.

DIRECTIVES:

A - Building façades and mass shall be broken up with a variety of setbacks, construction materials and rooflines.

B - Buildings shall contain decorative design elements that may include arched windows, second story balconies, pitched roofs, etc.

C - The mass and impact of buildings shall be reduced through the use of berms and landscaping.

D - Bland architecture, such as cube buildings and typical big box structures, will not be permitted.

E - Landscaping and streetscape elements, along access roads and including reverse frontage roads, will be established to emphasize the neighborhood scaled character desired.

F - Support massing of buildings along interior drives with parking directly in front of buildings.

OBJECTIVE:

Create mixed use developments, which provide a unique sense of place.

DIRECTIVES:

A - Develop design guidelines to ensure that development is consistent and has a unique character.

B - Buildings within mixed use areas shall have similar materials and design features, which complement one another.

C - Offer incentives for unique design, the provision of additional amenities, and new planning principles and practices not currently in use for the City (i.e., walking paths, incorporating the natural slope of the land, retaining natural drainage ways/ environmental features, pocket parks, community gathering areas, and other New Urbanism concepts and theories).

Parks and Trails

Parks and trails within the City of Leawood relate to existing and planned pedestrian and bicycle pathways provided for active transportation opportunities. The City of Leawood is also home to segments of historic trails, the promotion of which is under future consideration.

Parks and Trails Goal 1

Provide a variety of leisure alternatives for the Citizens of Leawood.

OBJECTIVE:

Expand the cultural opportunities provided by the City of Leawood's community center.

DIRECTIVES:

A - Realize an interest in the development of a civic recreation and meeting complex.

B - Utilize existing public facilities to offer programs and events to all geographical areas of Leawood.

C - Provide a variety of activities targeted to individuals of all ages.

D - Continue to update the activities offered to Leawood's citizens.

OBJECTIVE:

Increase the recreational opportunities throughout the City of Leawood.

DIRECTIVES:

A - Provide additional recreational opportunities for all ages.

B - Develop an interconnected network of hike/bike trails and bicycle lanes throughout Leawood and adjoining communities.

C - Encourage the development of private recreational facilities and open space (i.e., neighborhood parks, useable green space, walking/bike trails, etc.) within and between residential and nonresidential developments to supplement those provided by the City of Leawood and Johnson County as recommended in Self-Propelled Leawood - A Bicycle and Pedestrian Master Plan.

D - Utilize natural and historic features such as flood plains, creeks, and other undevelopable areas for additional recreational opportunities and to preserve and protect environmentally sensitive areas and wildlife habitats.

E - Provide more passive parks.

F - Extreme berming shall not be encouraged as a buffer between uses.

Transportation

Transportation alternatives in the City of Leawood relate to the movement of people and goods through a variety of transportation modes, including vehicular, public, and active transportation. Transportation in Leawood should be promoted through the following goals and objectives.

Transportation Goal 1

To develop alternative modes of transportation and better land use patterns to lessen the dependence on the automobile.

OBJECTIVE:

Encourage development that can be accessed by multiple modes of transportation.

DIRECTIVES:

A - Encourage that commercial and office development provide an internal pedestrian circulation system which connects to pedestrian paths of adjacent nonresidential uses and to public sidewalks, pedestrian/bike paths, bike lanes and crosswalks.

B - Support internal and external circulation patterns within development areas, which allow opportunities for public transit.

C - Encourage developments to provide amenities for other means of transportation such as bike racks and covered seating areas.

OBJECTIVE:

Provide the citizens of Leawood with access to a variety of modes of transportation throughout the City.

DIRECTIVES:

A - Construct additional bike lanes, bike paths, and pedestrian paths to interconnect various areas throughout the city.

B - Promote street and pedestrian/bike connections between subdivisions to lessen the dependence on arterials.

C - Coordinate with public transit currently offered in Johnson County and Mid-America Regional Council to provide additional routes within the City of Leawood.

D - Existing drainage ways and flood areas shall be retained as additional pedestrian paths/trails.

Transportation Goal 2

Ensure that new non-residential developments within Leawood do not increase the traffic volumes beyond the capacity of the public streets.

OBJECTIVE:

Evaluation of traffic impacts created by nonresidential development shall be based on Leawood Traffic Model.

DIRECTIVES:

A - Nonresidential development shall continue to provide traffic studies utilizing the City of Leawood's traffic model.

B - Evaluation of traffic impacts shall not rely on anticipated or potential future traffic improvements.

C - Discourage the expansion of nonresidential development in areas where, even with street and traffic signal improvements, the additional traffic impact of the development would exceed a level of service D on the adjacent public streets.

D - Limit and coordinate the number of driveway accesses onto arterial streets.

Public Improvements

Public improvements pertain to a broad range of infrastructure projects related to public service, including utilities, streets, stormwater, sewer and traffic related issues. Public improvements should be promoted through the following goals and objectives.

Public Improvements Goal 1

Balance the current and future public improvement needs of both the developed and developing areas of the City.

OBJECTIVE:

To develop a program of construction and renovation projects to benefit the entire community.

DIRECTIVES:

A - Promote financially prudent planning while utilizing to the greatest extent possible external funding sources, i.e. SMAC, KDOT, ~~T-21~~FAST, etc.

B - Ensure that developers make public improvements as required by technical studies, i.e., stormwater study, traffic study, etc.

C - Ensure that developers pay impact fees as approved by the Governing Body for necessary public improvements.

D - Promote the continued maintenance and improvements of public streets and stormwater management.

E - Assure future street layout and design be compatible with the major street patterns of adjacent municipalities.

F - Assure all future streets are public.

G - Provide a mechanism to provide for the undergrounding of overhead utilities.

Fiscal

Fiscally responsible policies concerning government revenue and maintaining the economic vitality of the City of Leawood can be promoted through the following goals and objectives.

Fiscal Goal 1

To continue to develop a broad tax base that will ensure economic stability for the City of Leawood and a stable mill levy.

OBJECTIVE:

Support non-residential developments, which will ensure a broader tax base for all of Leawood and lessen the dependence on residential taxpayers.

DIRECTIVE:

A - Build out as Comprehensive Plan indicates to maintain quality level of services (i.e., fire, police, school, infrastructure, etc.).

OBJECTIVE:

Require developers to pay full cost of infrastructure improvements associated with their developments.

DIRECTIVE:

A - Impact fees shall be reviewed to determine if all improvement costs associated with new developments are actually being paid by developers.

Historic Resources

Historic resources are defined as the architectural and cultural heritage of Leawood, Kansas. Two locally recognized historic districts currently reside within the City of Leawood. The City has devised criteria to help identify historic features, ~~and~~ structures and districts. To make effective use of historic resources and to respect their value and extend their lives, the following goals and objectives should be followed.

Historic Resources Goal 1

GOAL:

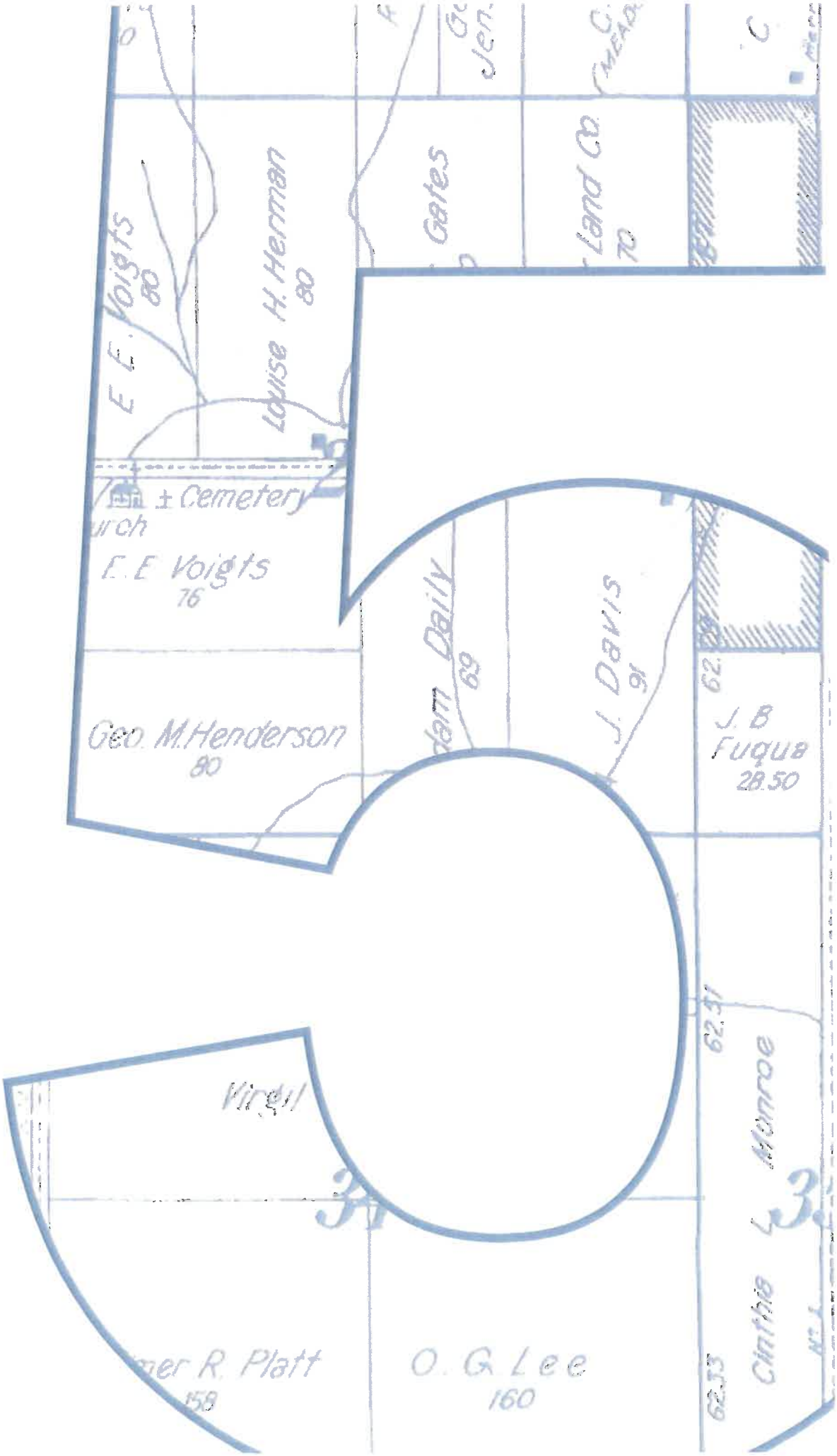
Identify and protect the historic resources of the City of Leawood to provide a sense of community, identity and civic pride.

OBJECTIVE:

Preserve and enhance areas of historical and cultural significance within city of Leawood.

DIRECTIVE:

Historic Commission shall create and maintain an inventory of Leawood's historic structures and features (i.e., historic buildings, Santa Fe Trail, California Trail, Oregon Trail).



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J. Davis
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Monroe
Cinthia L.
O. G. Lee
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APPENDIX

135th Street Community Plan

Please see a separate document titled "135th Street Community Plan," Resolution 4258, adopted by the Governing Body on the 16th day of June, 2014

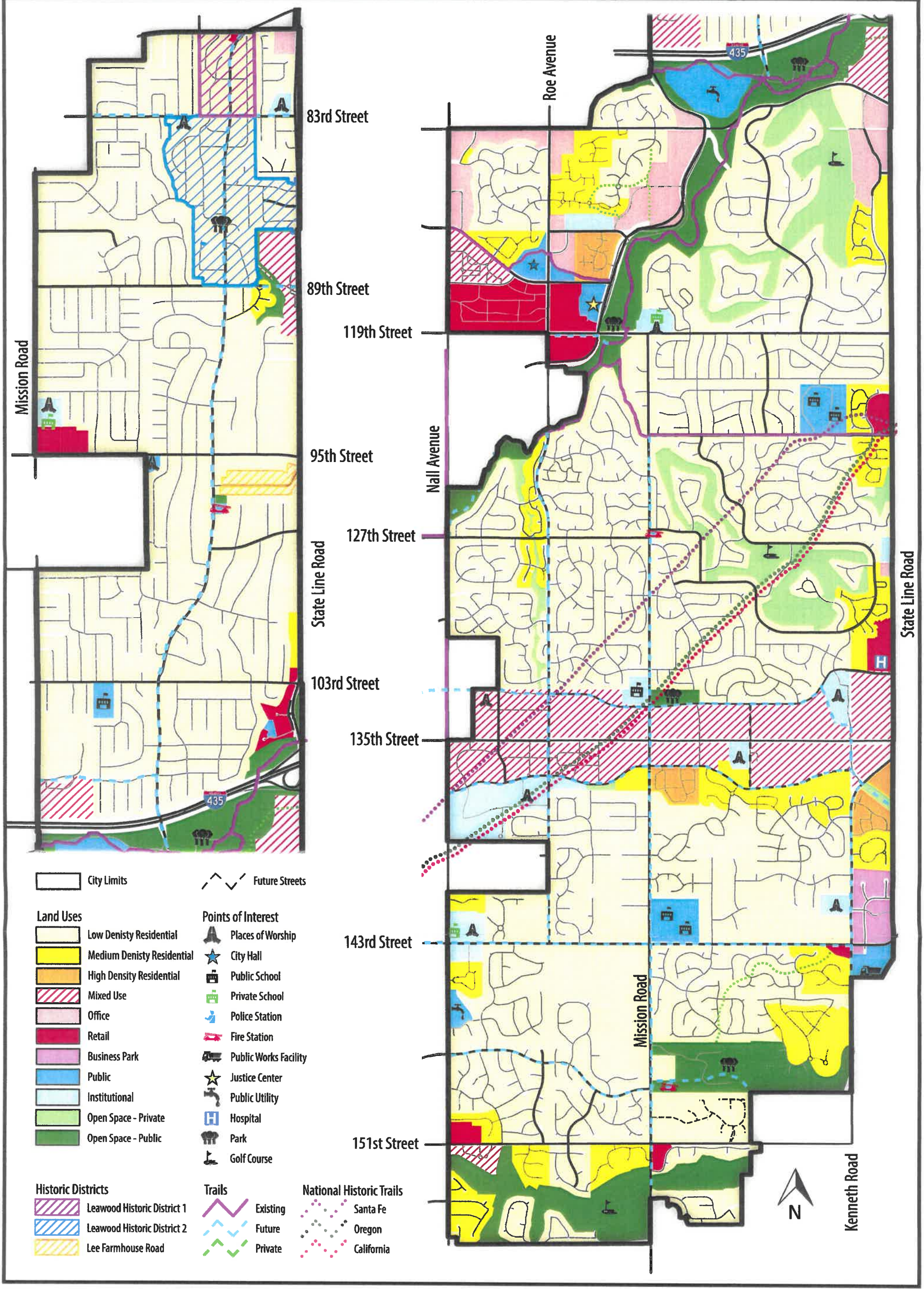
Self-Propelled Leawood: A Pedestrian and Bicycle Master Plan

Please see a separate document titled Self-Propelled Leawood: A Pedestrian and Bicycle Master Plan, Resolution 4346, adopted by the Governing Body on the 20th day of October, 2014.

2018 Comprehensive Plan

City of Leawood

Leawood prides itself on being a safe, attractive community, which values its distinctive character. The citizens of Leawood are civic-minded and are an important component in shaping Leawood's future. As the City of Leawood looks to the future, it will continue to maintain the residential property values, promote neighborhood-oriented commercial developments, offer a variety of high quality residential neighborhoods, sustain environmental sensitivity, retain natural landscapes and provide public open space. With vision, as articulated in a comprehensive plan, the City of Leawood will continue to grow with distinction.



Return to Agenda

Meeting Date: March 18, 2019

City of Leawood

16.A. + 16.B.

Memo

To: Mayor Dunn and City Council Members

From: Andrew Hall, Assistant City Attorney

Cc: Scott Lambers

Date: March 7, 2019

Re: Ordinance Changes regarding Cereal Malt Beverage

Attached are revisions to the City's ordinances regarding cereal malt beverages. The first ordinance modifies to Article 1 of Chapter 3 regarding Cereal Malt Beverages ("CMB"). The second amends Article 2 of that Chapter regarding Alcoholic Liquor.

These changes stem from the Kansas legislature's changes to the laws regarding cereal malt beverage and alcoholic liquor license holders. Specifically, effective April 1, 2019, the State will allow CMB license holders, such as grocery stores, to sell beer with an alcohol content up to 6%. The law also allows liquor license holders to sell CMB.

Please contact me or Patty if you have any questions.

DRAFT

16.A.

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 3, ARTICLE 1 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, ENTITLED "CEREAL MALT BEVERAGES," BY AMENDING SECTIONS 3-101, 3-102, 3-103, 3-107, 3-109, 3-111, 3-114, 3-115 AND 3-116 AND REPEALING EXISTING SECTIONS AND OTHER PROVISIONS IN CONFLICT HEREWITH

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

SECTION ONE: Section 3-101 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-101. DEFINITIONS. For the purpose of this Chapter the following definitions shall apply unless the context clearly requires otherwise:

(a) ***Cereal malt beverage (CMB)***. Any fermented but undistilled liquor brewed or made from a malt or a mixture of malt or malt substitute, but shall not include any such liquor which contains more than ~~three and two-tenths percent~~ 3.2% of alcohol by weight.

(b) ***Enhanced cereal malt beverage.*** Cereal malt beverage and/or beer containing not more than 6% alcohol by volume when such beer is sold by a retailer licensed under the Kansas cereal malt beverage act.

(c~~b~~) ***General retailer***. A person who has a license to sell enhanced cereal malt beverages at retail for consumption on the premises.

(d~~c~~) ***Limited retailer***. A person who has a license to sell enhanced cereal malt beverages at retail only in original and unopened containers and not for consumption on the licensed premises.

(e~~d~~) ***Person***. Individuals, firms, partnerships, corporation, and associations.

(f~~e~~) ***Place of business***. Any place at which enhanced cereal malt beverages are sold.

(g~~f~~) ***Sale at retail and retail sales***. Sales for use or consumption and not for resale in any form.

(h~~g~~) ***Wholesaler or distributor***. Any individuals, firms, partnerships, corporations and associations which sell or offer for sale any beverage referred to in this Article, to persons, partnerships, corporations and associations authorized by this Article to sell enhanced cereal malt beverages at retail.

(Code 1984)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2719C; 02-16-15)

SECTION TWO: Section 3-102 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-102. RETAILER'S LICENSE REQUIRED.

(a) It shall be unlawful for any person to sell any enhanced cereal malt beverage at retail without a license for each place of business where enhanced cereal malt beverages are to be sold at retail.

(b) It shall be unlawful for any person, having a license to sell enhanced cereal malt beverages at retail only in the original and unopened containers and not for consumption on the premises, to sell any enhanced cereal malt beverage in any other manner.

(K.S.A. §41-2702)
(Code 1984)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2719C; 02-16-15)

SECTION THREE: Section 3-103 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-103. LICENSE APPLICATION. An application for a license to sell enhanced cereal malt beverages at retail shall be made to the Governing Body in accordance with the provisions of K.S.A. § 41-2702.

(Code 1984)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2719C; 02-16-15)

SECTION FOUR: Section 3-107 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-107. LICENSE FEE. Each Licensee shall pay the following fees:

(a) ***General Retailer*** -- for each place of business selling enhanced cereal malt beverages at retail for consumption on the premises, Two Hundred Dollars ($200) per year and a Twenty-Five Dollar ($25) state fee.

(b) ***Limited Retailer*** -- for each place of business selling only at retail enhanced cereal malt beverages in original and unopened containers and not for consumption on the licensed premises, Fifty Dollars ($50) per year and a Twenty-Five Dollar ($25) state fee.

(Ord. 446 11-19-73)
(Ord. 500; 10-06-75)
(K.S.A. §41-2702)
(Code 1984)
(Code 2000)
(Ord. 1913C; 09-04-01)
(Ord. 1992C; 05-19-03)
(Ord. 2719C; 02-16-15)

SECTION FIVE: Section 3-109 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-109. REVOCATION OF LICENSE.

(a) The Governing Body of the City, upon five (5) days notice to any person licensed under this Article, may revoke or suspend such license for any of the following reasons:
   (1) The drunkenness of the licensee or permitting any intoxicated person to remain at any business licensed under this Article;
   (2) The sale of enhanced cereal malt beverages to any person under the legal age for consumption of enhanced cereal malt beverage;
   (3) Permitting any person to mix drinks with materials purchased in any premises licensed under this Article or brought into the premises for this purpose;
   (4) The sale or possession of, or permitting any person to use or consume, alcoholic liquor, as defined in ~~Section 3-201(a)~~K.S.A. 41-102, within or upon any premises licensed under this Article; or
   (5) The licensee has violated any of the provisions of the Kansas Cereal Malt Beverage Act, this Article, or any rules or regulations made by the City.

(b) The provisions of Subsections (a)(3) and (4) shall not apply if such place of business is also currently licensed as a private club or drinking establishment.

(c) The Governing Body of the City, upon five (5) days notice to any person licensed under this Article, shall revoke or suspend the license for any one of the following reasons:
   (1) The licensee has fraudulently obtained the license by giving false information in the application for the license;
   (2) The licensee has become ineligible to obtain a license under this Article;
   (3) Permitting any gambling in or upon any premises licensed under this Article except as specifically made lawful by the laws of the State of Kansas;
   (4) The employment of any person under the age of 18 years in dispensing or selling enhanced cereal malt beverages;
   (5) The employment or continuation in employment of persons adjudged guilty of a felony or of a violation of any law relating to intoxicating liquor within the preceding two years;
   (6) The nonpayment of any license fees; or
   (7) Maintaining or permitting a public nuisance to exist in or upon the licensee's place of business.

(Ord. 996C; 08-17-87)
(Code 1984)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2663C; 05-19-14)
(Ord. 2719C; 02-16-15)

SECTION SIX: Section 3-111 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-111. REGULATIONS.

(a) Except as provided by Subsection (i) no enhanced cereal malt beverages may be sold:
   (1) between the hours of 12 midnight and 6 a.m., or
   (2) on Sunday, except between the hours of 12 noon and 8 p.m. and except in a place of business which is licensed to sell enhanced cereal malt beverage for consumption on the premises, which derives not less than 30% of its gross receipts from the sale of food for consumption on the licensed premises, or
   (3) on Easter Sunday.

(b) No private rooms or closed booths shall be operated in a place of business, but this provision shall not apply if the premises are also currently licensed as a club pursuant to the provisions of the Club and Drinking Establishment Act of the State of Kansas, as amended.

(c) Each place of business shall be open to the public and to law enforcement officers at all times during business hours or when patrons are on the premises, except that a premise licensed as a club pursuant to the Club and Drinking Establishment Act of the State of Kansas shall be open to law enforcement officers and not to the general public.

(d) No licensee shall permit a person under the legal age for consumption of enhanced cereal malt beverage to possess, consume, or purchase any enhanced cereal malt beverage in or about a place of business, except that a licensee's employee who is not less than 18 years of age may dispense or sell enhanced cereal malt beverage, if
   (1) the licensee's place of business is licensed only to sell enhanced cereal malt beverage at retail in original and unopened containers and not for consumption on the premises; or
   (2) the licensee's place of business is a licensed food service establishment, as defined by K.S.A. 36-501 and amendments thereto, and not less than 50% of the gross receipts from the licensee's place of business is derived from the sale of food for consumption on the premises of the licensed place of business.

(e) The legal age for consumption of enhanced cereal malt beverage shall mean 21 years of age.

(f) No person shall have any alcoholic liquor in such person's possession while in a place of business, unless the premises are currently licensed as a club or drinking establishment pursuant to the Club and Drinking Establishment Act.

(g) Enhanced ~~C~~cereal malt beverages may be sold on premises which are licensed pursuant to both the acts contained in ~~a~~Article 27 of Chapter 41 of the Kansas Statutes Annotated and the Club and Drinking Establishment Act at any time when alcoholic liquor is allowed by law to be served on the premises.

(h) The licensee of each premises licensed under this Article shall at all times comply with sanitary health regulations.

(i) No retailer, or employee or agent of a retailer, licensed to sell enhanced cereal malt beverage for consumption on the licensed premises shall:
   (1) Offer or serve any free drink to any person;

(2) Sell, offer to sell or serve to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the general public;

(3) Sell, offer to sell or serve any drink to any person at a price that is less than the acquisition cost of the drink to the licensee;

(4) Encourage or permit, on the licensed premises, any game or contest which involves drinking enhanced cereal malt beverages or the awarding of drinks as prizes; or

(5) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under Subsections (i) (1) through (i) (4) of this Section.

(j) As used in this Section "drink" means an individual serving of enhanced cereal malt beverages.

(k) As used in this Section the Club and Drinking Establishment Act shall mean Kansas Statutes Annotated, Chapter 41, Article 26, as amended.

(l) Violation of this Section is punishable by a fine of not more than Five Hundred Dollars ($500.00), or imprisonment not exceeding one (1) year, or both.

(K.S.A. § 41-2719)
(Code 1984)
(Ord 1476C; 03-20-95)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2138C; 11-07-05)
(Ord. 2719C; 02-16-15)

SECTION SEVEN: Section 3-114 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-114. CONSUMPTION, POSSESSION ON PUBLIC PROPERTY.

(a) Except as provided in Section 3-115, it shall be unlawful for any person to possess an open container of or to consume any enhanced cereal malt beverage upon any sidewalk, public street, alley or in or upon any other public property within the City, or while inside a vehicle on such public property.

(Ord. 1666C; 03-10-97)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2719C; 02-16-15)

SECTION EIGHT: Section 3-115 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-115 EXEMPTIONS

(a) The provisions of Section 3-114, shall not apply to the possession or consumption of enhanced cereal malt beverage upon the following property owned or leased by the City subject to the following conditions:

1. The property known and operated as the Ironhorse Golf Club, including the clubhouse and eighteen-hole golf course; provided further, that no person

shall possess or consume any enhanced cereal malt beverage at the Ironhorse Golf Club without the approval of the manager or person in charge of said Ironhorse Golf Club. The manager or person in charge of said Ironhorse Golf Club may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of enhanced cereal malt beverages at Ironhorse Golf Club.

2. The property owned by the City and known and operated as the Leawood Community Center, including the lower level and courtyard areas of City Hall; provided further, that no person shall possess or consume any enhanced cereal malt beverage at the Leawood Community Center without the approval of the Parks & Recreation Director or person in charge of said Leawood Community Center. The Director or person in charge of said Leawood Community Center may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of enhanced cereal malt beverage at Leawood Community Center.
3. The property known and operated as City Park, Ironwoods Park, I-Lan Park or Gezer Park, provided that no person shall possess or consume any enhanced cereal malt beverage at City Park, Ironwoods Park, I-Lan Park or Gezer Park, without the approval of the Parks and Recreation Director or other person in charge of Ironwoods Park. The Director or person in charge of said City Park, Ironwoods Park, I-Lan Park or Gezer Park may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of enhanced cereal malt beverage at City Park, Ironwoods Park, I-Lan Park or Gezer Park.
4. The property known and operated as the Leawood Justice Center, provided that no person shall possess or consume any enhanced cereal malt beverage at the Leawood Justice Center without the approval of the Chief of Police or other person in charge of the Leawood Justice Center. The Chief or other person in charge of the Justice Center may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of enhanced cereal malt beverage at the Leawood Justice Center.

(Ord. 1666C; 03-10-97)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2485C; 03-07-11)
(Ord. 2643C; 11-04-13)
(Ord. 2719C; 02-16-15)

SECTION NINE: Section 3-116 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

3-116. **WHOLESALERS AND/OR DISTRIBUTORS.** It shall be unlawful for any wholesaler and/or distributor, his, her or its agents or employees, to sell and/or deliver enhanced cereal malt beverages within the city, to persons authorized under this article to sell the same within this city unless such wholesaler and/or distributor has first secured a license from the director of revenue, state commission of revenue and taxation of the State of Kansas authorizing such sales.

(K.S.A. § 79-3847)
(Code 1984)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2719C; 02-16-15)

SECTION TEN: This ordinance shall be construed as follows:

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

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

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

SECTION ELEVEN: This ordinance shall become effective on April 1, 2019 following its publication in accordance with law.

SECTION TWELVE: Existing sections 3-101, 3-102, 3-103, 3-107, 3-109, 3-111, 3-114, 3-115 and 3-116 other provisions in conflict herewith are hereby repealed.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

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Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

DRAFT

16.B.

ORDINANCE NO. _____

ORDINANCE AMENDING SECTIONS 3-201 AND 3-217 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, RESPECTFULLY ENTITLED "DEFINITIONS" AND "REVOCATION OF ALCOHOLIC BEVERAGE LICENSES" AND REPEALING EXISTING SECTIONS 3-201 AND 3-217 AND OTHER PROVISIONS IN CONFLICT HEREWITH

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

SECTION ONE: Section 3-201 of the Code of the City of Leawood, 2000, is hereby amended to read as follows:

3-201. **DEFINITIONS**. For the purpose of this Chapter, the following definitions shall apply unless the context clearly requires otherwise:

(a) **Alcoholic Beverage** or Alcoholic Liquor includes the varieties of liquor as defined in K.S.A. 41-102, namely alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being, ~~but~~ and ~~shall not~~ includes any cereal malt beverage as defined in Section 3-101 of this Code.

(b) **Caterer** means an individual, partnership or corporation that possesses a drinking establishment or club license, which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit.

(c) **Club** means a class A or class B club.

(1) **Class A Club** means a premises which is owned or leased by a corporation, partnership, business trust or association and which is separated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director of alcoholic beverage control of the State of Kansas Department of Revenue, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.

(2) **Class B Club** means a premises operated for profit by a corporation, partnership or individual to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

(d) **Common Consumption Area** shall mean a defined indoor or outdoor area not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act where the possession and consumption of alcoholic liquor is allowed pursuant to a Common Consumption Area Permit. The boundaries of any Common Consumption Area must be clearly marked using a physical barrier or any apparent line of demarcation.

(e) **Common Consumption Area Permit** shall mean a permit, issued by the Director, allowing the possession and consumption of alcoholic liquor in the area described by such permit.

(f) **Director** shall mean the Director of the Kansas Division of Alcoholic Beverage Control.

(g) **Drinking establishment** means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.

(h) **Retail Liquor Store** shall mean premises licensed by the State of Kansas to sell and offer for sale at retail and delivery in the original package, alcoholic liquor for use or consumption off and away from the premises specified in such license.

(i) **Temporary Permit** shall mean a permit which allows the holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, which may be open to the public, subject to the terms of such permit.

(Ord. 996C; 08-17-87)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2662C; 05-19-14)
(Ord. 2720C; 02-16-15)
(Ord. 2878C; 02-19-18)

SECTION TWO: Section 3-217 of the Code of the City of Leawood, 2000, is hereby amended to read as follows:

3-217. REVOCATION OF ALCOHOLIC BEVERAGE LICENSES. The Governing Body of the City, upon five (5) days notice to any person licensed under this Article, may revoke or suspend such license for any of the following reasons:

Basis for Revocation:

(a) If the licensee has fraudulently obtained the license by giving false information in the application for the license;

(b) If the licensee has violated any of the provisions of the Kansas Club and Drinking Establishment Act, Liquor Control Act or this Article or has violated the provisions of this Chapter; or has become ineligible to obtain a license under this Article or state law;

(c) The drunkenness of the licensee, manager, or employee while on duty, or for permitting any disorderly person to remain on the premises where such licensee is serving alcoholic liquor;

(d) Sale of alcoholic liquor to any person under the legal age for the consumption of alcoholic liquor;

(e) For permitting any gambling in or upon any premises licensed under this Article except as specifically made lawful by the laws of the State of Kansas;

(f) For the employment of any person under the age of 21 years in connection with the mixing or dispensing of alcoholic liquors except as allowed by state law;

(g) For the employment or continuation in employment of persons adjudged guilty of a felony or of a violation of any law which would make them ineligible to be licensed under state law;

(h) Maintaining or permitting a public nuisance to exist in or upon the licensee's place of business.

(Ord. 996C; 08-17-87)
(Code 2000)
(Ord. 1992C; 05-19-03)
(Ord. 2720C; 02-16-15)

SECTION THREE: This ordinance shall be construed as follows:

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

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

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

SECTION FOUR: This ordinance shall become effective on April 1, 2019 following its publication in accordance with law.

SECTION FIVE: Existing sections 3-201, 3-217 and other sections in conflict herewith are hereby repealed.

PASSED by the Governing Body this 18th day of March, 2019.

APPROVED by the Mayor this 18th day of March, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney