CITY OF LEAWOOD GOVERNING BODY MEETING AGENDA

Monday, April 15, 2019
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:30 P.M.

APRIL 2019

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

MAY 2019

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

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 **Arbor Day, April 26, 2019**

5. PRESENTATIONS/RECOGNITIONS

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. 2019-13 and 2019-14
B. Accept minutes of the April 1, 2019 Governing Body meeting
C. Accept minutes of the April 1, 2019 Executive Session
D. Accept minutes of the March 12, 2019 Parks & Recreation Advisory Board meeting
E. Accept minutes of the March 5, 2019 Leawood Foundation meeting
F. Accept minutes of the January 22, 2019 Arts Council meeting
G. Accept minutes of the December 5, 2018 Public Works Committee meeting

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

H. Approve purchase in the amount of $30,000 from Western Enterprises, Inc., for purchase of fireworks for July 4th celebration at City Park, 10601 Lee Boulevard

I. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of $1,428,278.70, between the City and Freeman Concrete Construction, LLC, pertaining to the 2019 Residential Street Reconstruction Program, Phase I [Project # 80219]

J. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of $937,995.00, between the City and Wiedenmann, Inc., pertaining to the 2019 Patrician Woods Stormwater Improvement Project [SMAC Project TM-04-006] [Leawood Project # 77018]

K. Resolution approving and authorizing the Mayor to execute an Encroachment Agreement between the City and Magellan Pipeline Company, L.P., pertaining to the utility relocation of the Magellan Pipeline for the 143rd Street Improvement Project, from Windsor to Kenneth Road [Project # 80129]

L. Resolution approving a Revised Final Plan for the Manfield Multi-tenant Building, located south of 103rd Street and west of State Line Road. (PC Case 20-19) *[from the March 26, 2019 Planning Commission meeting]*

M. Resolution approving a Revised Final Plan for changes to the façade of a tenant space for Town Center Plaza – American Century Investments, located south of Town Center Drive and west of Roe Avenue. (PC Case 21-19) *[from the March 26, 2019 Planning Commission meeting]*

N. Resolution approving a Revised Final Plan for changes to the façade of a tenant space for Town Center Plaza – Pottery Barn Kids, located north of 119th Street and east of Nall Avenue. (PC Case 22-19) *[from the March 26, 2019 Planning Commission meeting]*

O. Resolution approving a Revised Final Plat for the Enclave at Highland Villas, Fifth Plat, located south of 143rd Street and east of Nall Avenue. (PC Case 23-19) *[from the March 26, 2019 Planning Commission meeting]*

P. Resolution authorizing the payment of Appraisers' Award and costs in the amount of $53,290.00, to the Johnson County District Court for a Temporary Construction Easement and a Permanent Drainage Easement relating to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road, located in Leawood, Johnson County, Kansas [Project # 80129]

Q. Police Department Monthly Report

R. Fire Department Monthly Report

S. Municipal Court Monthly Report

8. MAYOR'S REPORT

9. COUNCILMEMBERS' REPORT

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. SUSTAINABILITY ADVISORY BOARD

[from the April 11, 2019 Sustainability Advisory Board meeting]

Recommendation for Kansas City Power & Light [KCP&L] Renewables

13. PUBLIC WORKS COMMITTEE

[from the April 3, 2019 Public Works Committee meeting]

Recommendation to approve Siena Leawood Homes Association to participate in the City's Privately Owned Street Light LED Replacement Program

14. PLANNING COMMISSION

[from the March 26, 2019 Planning Commission meeting]

A. Resolution approving a Revised Final Plan and Final Plat for Ranch Mart North Shopping Center – Redevelopment, located north of 95th Street and east of Mission Road. (PC Case 04-19)

B. Ordinance approving a Special Use Permit for a temporary use of land for off-site parking for Molle Off-site Parking, located south of 104th Street and west of State Line Road. (PC Case 14-19) **[ROLL CALL VOTE]**

C. Ordinance approving a Final Plan and a Special Use Permit for a commercial daycare for Barstow School – Leawood Campus, located north of 123rd Street and west of State Line Road. (PC Case 25-19) **[ROLL CALL VOTE]**

D. Ordinance amending Section 16-4-12.4 of the Leawood Development Ordinance, entitled "Distributed Antennae System (DAS) and Small Cell Facilities" and repealing existing Section 16-4-12.4 and other sections in conflict herewith. (PC Case 32-19) **[ROLL CALL VOTE]**

15. OLD BUSINESS

Ordinance vacating a Street Right-of-Way located at 135th Street and Kenneth Road, within the City of Leawood, Johnson County, Kansas [Requestor: Vic Regnier Builders, Inc.] **[ROLL CALL VOTE]**- ***CONTINUED TO THE MAY 6, 2019 GOVERNING BODY MEETING***

16. OTHER BUSINESS

17. NEW BUSINESS

A. Ordinance amending §11-1007 and 11-1008 of the Code of the City of Leawood, Kansas, 2000, regarding false alarms, and repealing existing sections and other provisions in conflict herewith **[ROLL CALL VOTE]**

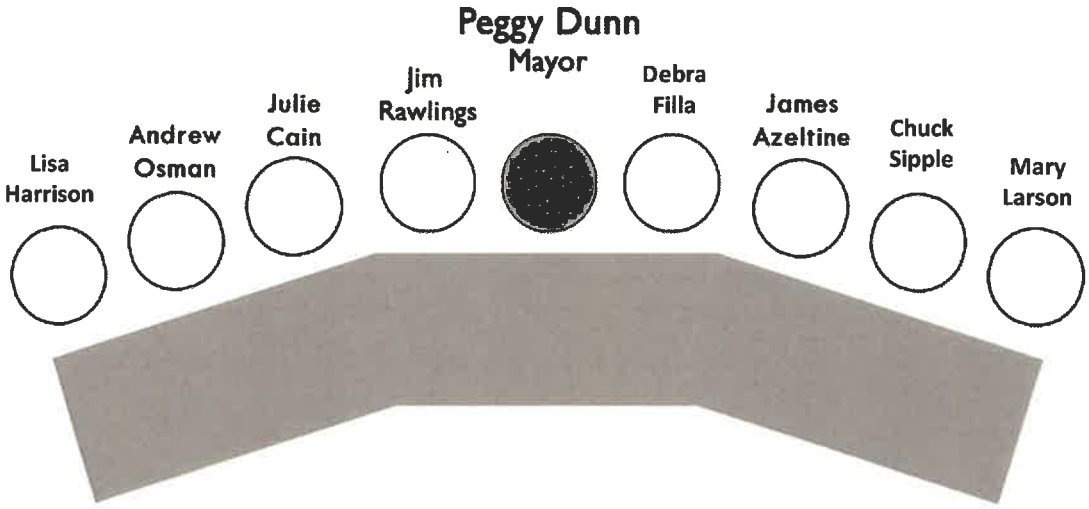
B. **PUBLIC HEARING** Advisability of creating a Community Improvement District [CID] for the Ranch Mart Shopping Center, located at 95th & Mission Road, in the City of Leawood, Kansas, and the financing of certain improvements therein

C. Ordinance No. authorizing the creation of the Ranch Mart North Community Improvement District [CID] in the City of Leawood, Kansas; authorizing the imposition of a Community Improvement District Sales Tax to be collected within such District; and approving and authorizing certain other actions in connections therewith [Ranch Mart North CID] **[ROLL CALL VOTE]**

D. Resolution approving and authorizing the Mayor to execute a Redevelopment Agreement by and between Ranch Mart North, LLC and the City of Leawood pertaining to the CID Redevelopment of the Ranch Mart North Shopping Center

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
April 15	**6:00 P.M.**	**Presentation of CIP; Discuss 2020-2024 Budget Model Assumptions**	**Main Conf. Room**
May 6		**NO WORK SESSION**	
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, May 6, 2019

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4.

Office of the Mayor

City of Leawood, Kansas

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal;

NOW, THEREFORE, I, Peggy J. Dunn, Mayor of the City of Leawood, Kansas, do hereby proclaim April 26, 2019

ARBOR DAY

in the City of Leawood, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 15th day of April, 2019.

_____

Peggy J. Dunn, Mayor

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7.A.

CITY OF LEAWOOD
Check Date 04/03/2019
Ordinance 2019-13

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
100440	3M COMPANY	PREMASKING TAPE	25.01	
		CUTTABLE FILM	251.25	
		SUPPLIES	61.07	
		REFLECTIVE SHEETING	315.00	**652.33**
100441	AA WHEEL AND TRUCK SUPPLY INC	VEHICLE REPAIRS	383.62	**383.62**
100442	ACCESS DIRECT MESSAGING	RAIN -OUT LINE 2019	1,500.00	**1,500.00**
100443	ACCU-SCREEN INC	POST ACCIDENT TESTING	184.24	**184.24**
100444	ACUSHNET CO - TITLEIST	MERCHANDISE	415.44	
		MERCHANDISE	227.77	
		PROSHOP MERCHANDISE	555.09	
		PROSHOP MERCHANDISE	227.77	
		PROSHOP MERCHANDISE	43.73	**1,469.80**
100445	ALL CITY MANAGEMENT SERVICES	JAN - JUN 2019 PORTION OF	1,651.48	**1,651.48**
100446	AMERICAN RIGGER'S SUPPLY INC	SUPPLIES	74.13	**74.13**
100447	AMERICAN SAFETY & HEALTH INST	TRAINING	149.25	
		TRAINING	60.00	**209.25**
100448	AT&T INTERNET	CABLE	134.33	**134.33**
100449	AW LOGIC LLC	REMOVE REMAINING SOD FROM 4 WHITE TEE	1,500.00	**1,500.00**
100450	BERNIE ELECTRIC WHOLESALE INC	ELECTRICAL SUPPLIES	194.63	**194.63**
100451	BLUE VALLEY GOODYEAR	VEHICLE TIRES	286.40	**286.40**
100452	BRUNGARDT HONOMICHL & CO PA	2019 LEE BLVD. DESIGN	30,072.00	**30,072.00**

Check #	Vendor	Description	Amount Paid	Check Total
100453	BURNS & MCDONNELL ENGINEERING	2016 ENGINEERING SERVICES ON 143RD ST: E	2,550.00	**2,550.00**
100454	CABLE-DAHMER CHEVROLET	VEHICLE PARTS	285.16	**285.16**
100455	CARTER WATERS LLC, THE	SWIMMING POOL SUPPLIES	164.54	**164.54**
100456	CHALLENGER SPORTS	SOCCER JERSEYS	6,000.00	**6,000.00**
100457	CHAMPION BRANDS LLC	SUPPLIES	497.68	**497.68**
100458	CHETS LOCK & KEY	4010 SERIES CLOSER STANDARD ARM ALUMINU	411.67	
		KEYS	8.99	**420.66**

Check #	Vendor	Description	Amount Paid	Check Total
100459	COMMERCE BANK			
	ADOBE	ADOBE VIP RENEWAL	3,647.28	
	HEN HOUSE	HOA EVENT SUPPLIES	31.02	
	DUNKIN' DONUTS	SAFETY TRAINING SUPPLIES	9.99	
	AMERICAN SAFETY & HEALTH INST	CPR INSTRUCTOR CERT FEE/TOMPKINS	40.00	
	JOE'S KANSAS CITY BBQ	FOOD/MENTAL HEALTH ORAL BOARD	44.54	
	METRO ORGANIZATION TO COUNTER	MEETING EXPENSE/RETTIG,FINGER,~	750.00	
	FBI-NAA	CONFERENCE REGISTRATION/RETTIG	400.00	
	MUNIMOBILE-SFMTA	APA CONF DAILY TRAVEL PASSPORT~	39.00	
	BROBECKS BARBEQUE	TEAM BUILDING	80.39	
	HEART OF AMERICA CHAPTER ICC	MEMBERSHIP DUES/TORRES,BOWEN~	175.00	
	LANDS END BUSINESS OUTFITTERS	WORK SHIRTS/BOWEN	115.75	
	INTERNATIONAL CODE COUNCIL	ANNUAL MEMBERSHIP	135.00	
	RED WING SHOE STORE	WORK BOOTS-BOWEN	200.00	
	ACROSS THE STREET PRODUCTIONS	TRAINING/RUTHERFORD	385.00	
	THE NATIONAL REGISTRY OF, EMERG	TRAINING/VAUGHN	20.00	
	ACROSS THE STREET PRODUCTIONS	TRAINING/JONES	385.00	
	BIG CEDAR LODGE	ACCOM/HAWLEY	187.50	
	BIG CEDAR LODGE	ACCOM/FITZGERALD	187.50	
	DIVE RESCUE INTERNATIONAL INC	TRAINING/CROCKETT	800.00	
	BIG CEDAR LODGE	ACCOM/FITZGERALD	187.50	
	DIVE RESCUE INTERNATIONAL INC	TRAINING/AKERS	800.00	
	KC ARSON TASK FORCE	TRAINING/COX	240.33	
	DIVE RESCUE INTERNATIONAL INC	TRAINING/GLADISH	800.00	
	WOUNDED WARRIORS	CHILI LUNCHEON DONATIONS	480.00	
	AMAZON.COM	OFFICE SUPPLIES	42.43	
	ELEPHANT CLUB-JCRP, JO CO REPUE	LUNCH/MAYOR DUNN,LAMBERS, SPEAKER	70.00	
	M&S, MCCORMICK & SCHMICK'S	LUNCH-DISCUSS CONFERENCE CENTER	63.33	
	CACTUS GRILL INC	TIP A COP DINNER/COUNCIL & STAFF	353.68	
	BIG CEDAR LODGE	ACCOM/HAWLEY	187.50	
	COSTCO	KITCHEN AND FOOD SERVICE ITEMS	476.77	
	APPLE/ITUNES	OFFICE 365 MONTHLY SUBSCRIPTION FEE	7.63	
	MAGGIANO'S LITTLE ITALY	GOVERNING BODY WORK SESSION CATERING	320.29	
	CENTRAL TICKET OFFICE, UMKC	4 TICKETS/14TH ANNUAL DIALOGUE &	204.00	
	CENTRAL TICKET OFFICE, UMKC	ONE TICKET/14TH ANNUAL DIALOGUE &	54.00	

Check #	Vendor	Description	Amount Paid	Check Total
	HARRYS LIQUOR STORE	HOA EVENT SUPPLIES	634.81	
	KS.GOV	FOOD LICENSE-GOLF	250.00	
	PROPERTY & EVIDENCE, INTERNATIC	TRAINING REGISTRATION/MARCHESE	350.00	
	5.11 TACTICAL	SEARCH GLOVES,DUTY JACKET(HARGIS)	514.84	
	ACT LPD HOSTED TRAINING	TRAINING REGISTRATION/WINDERS	375.00	
	WPY COVERT MEDIA CONSULTING	TRAINING REGISTRATION/HAYES	250.00	
	SOUTHERN POLICE INSTITUTE, ALUM	TRAINING REGISTRATION/COUTURIER	300.00	
	JOE'S KANSAS CITY BBQ	BACKGROUND INVESTIGATOR LUNCH~	55.53	
	AMAZON.COM	ICE CLEATS/COUTURIER	27.98	
	AMAZON.COM	DUTY BOOTS/EISENHUT	149.95	
	AMAZON.COM	INVESTIGATION ADMIN DUTY GEAR	383.80	
	JOE'S KANSAS CITY BBQ	ORAL OARDS/RETTIG,YODER,~	61.61	
	AMAZON.COM	NEW OFFICER DUTY GEAR	108.61	
	MUNIMOBILE-SFMTA	APA CONF-DAILY TRAVEL PASSPORT~	39.00	
	KS SOCIETY OF PROFESSIONAL, ENG	LUNCH W/PDH FOR THREE	75.00	
	KS.GOV	ENGINEER'S LICENSE RENEWAL/SHERRY	71.75	
	AMAZON.COM	REFERENCE MATERIAL	26.95	
	AMAZON.COM	REFERENCE MATERIAL	31.94	
	ASTM INTERNATIONAL	PLAYGROUND MATERIALS	69.00	
	UNIVERSITY OF KS	LODGING/MEALS KLETC	45.00	
	CHAPTER OF APCO, KANSAS	TRAINING REG/DAMROM	100.00	
	CORNER BAKERY	FOOD/STORSMWATER COMMIITTEE MEETING	150.35	
	NATL SOCIETY-PROF ENGINEERS	ANNUAL MEMBERSHIP/SCOVILL	299.00	
	KS SOCIETY OF PROFESSIONAL, ENG	LUNCH W/PDH FOR ONE	25.00	
	MINSKYS PIZZA	TEAM LUNCH MEETING	57.75	
	APWA	ACCREDITATION WORK SHOP	30.00	
	SPOTIFY	ANNUAL MUSIC SERVICE	119.88	
	AMAZON.COM	LOCKS FOR DRIVING RANGE GATE	136.85	
	FACEBOOK	ADVERTISING	60.92	
	WALGREEN'S	FOOD SUPPLIES	16.76	
	WALGREEN'S	FOOD SUPPLIES	18.29	
	WALGREEN'S	FOOD SUPPLIES-RETURN	-18.29	
	AMAZON.COM	PORTABLE CAR JUMP STARTER	99.94	
	CLAIRE'S BOUTIQUE	SALES TAX REFUND	-17.26	
	MRS. FIELDS	COOKIES/SAB MEETING	153.93	

Check #	Vendor	Description	Amount Paid	Check Total
	KS.GOV	FOOD SAFETY LICENSE	630.00	
	FLUKER FARMS	INSECTS FOR REPTILES	42.61	
	JO CO WASTEWATER	OPERATING PERMIT RENEWAL-LODGE	290.00	
	WHEN TO WORK INC	ONLINE STAFF SCHEDULING SYSTEM	264.00	
	HEN HOUSE	STAMPS/AQUATIC CENTER MAILING	33.00	
	HEREFORD HOUSE - LEAWOOD	JOCO TRAINING CHIEFS MEETING	15.00	
	CMT - TAXI	TAXI AIRPORT TO HOTEL	48.40	
	DRY CLEAN SUPER CENTER LLC	DRY CLEAN COSTUMES	56.25	
	MUSIC THEATRE INTERNATIONAL	PERUSAL SCRIPTS	20.00	
	KS.GOV	ENGINEER'S LICENSE RENEWAL/SCOVILL	71.75	
	SPRINT	SPRINT/CELL PHONE SERVICE	5,598.09	
	CONSOLIDATED COMMUNICATION	COMMUNICATION	454.02	
	BLUE BEAM, INC.	SOFTWARE LICENSE	349.00	
	AMERICAN PLANNING ASSOC	APA CONF REG/SANCHEZ	280.00	
	STORAGEMART 0130	MONTHLY RENTAL	356.99	
	JOE'S KANSAS CITY BBQ	PC MEETING	230.92	
	PIZZA HUT	BZA MEETING	63.22	
	NATL BUSINESS INSTITUTE	TITLE LAW IN KS/BENNETT,KNIGHT	708.00	
	ZOE'S KITCHEN	CREDIT - SALES TAX	-17.21	
	RAMADA TOPEKA DOWNTOWN	ACCOM/HERRICK	320.58	
	BEST BUY STORES	NOAA RADIO	54.54	
	NATIONAL ASSOCIATION OF, FIRE INV	ANNUAL DUES/HUNTER	55.00	
	AMAZON.COM	OFFICE SUPPLIES	12.99	
	EMPLOYMENT PRACTICES NETWORK	MEETING/MOORE,MCDONALD	70.00	
	AMAZON.COM	PRINTER TONER	34.99	
	EMPLOYMENT PRACTICES NETWORK	EPN BREAKFAST	35.00	
	RECREATION & PARK ASSOCIATION, I	JOB POSTING/PARKS MAINT WORKER	50.00	
	GOVERNMENT JOBS.COM	JOB POSTING/PARKS MAINT WORKER	175.00	
	GOFORMZ.COM	ANNUAL SUBSCRIPTION-3 YRS	287.99	
	WELCOA	ANNUAL SUBSCRIPTION	395.00	
	AMAZON.COM	GARMIN CHALLENGE PRIZE	100.00	
	HEART OF AMERICA GOLF COURSE	BOWLING EVENT	100.00	
	HOME DEPOT, THE	3 DRAWER ROLLING TOOL CART	169.00	
	KEN COOK CO	ON-LINE BOBCAT TRAINING COURSE	100.00	
	SAMUEL FRENCH INC	PERUSAL SCRIPTS	13.69	

Check #	Vendor	Description	Amount Paid	Check Total
	THERMAL PRINTER SUPPLIES	THERMAL PAPER/PATROL COMPUTERS	180.03	
	CHEWY.COM	K9 SUPPLIES	105.80	
	US FLEET TRACKING	MONTHLY CHARGES	39.95	
	HOBBY LOBBY STORES INC	RETIREMENT SUPPLIES	98.91	
	AMAZON.COM	INK FOR PLOTTER	59.87	
	MINSKYS PIZZA	PIZZA-EMPLOYEES	437.63	
	PAY.GOV USHR FLAG	RETIREMENT FLAG/WHITESIDE	28.80	
	CORNER BAKERY	MEETING/TIPS CRIME COMMISSION	326.70	
	JOE'S KANSAS CITY BBQ	STAFF MEETING	44.23	
	LIFETIME.COM	SPECIAL EVENT CHAIRS	199.98	
	BIG DADDY'S DONUTS	CREW SAFETY MEETING	12.06	
	RECREATION & PARK ASSOCIATION, I	LEADERSHIP TRAINING PROG-WILEY	959.00	
	TRADER JOE'S	SUPPLIES/SAB HOA CENTERPIECES	106.67	
	MINSKYS PIZZA	FOOD-SAB HOA EVENT	452.06	
	ZOE'S KITCHEN	FOOD - SAB HOA EVENT	294.50	
	POST PUBLISHING INC	MONTHLY SUBSCRIPTION	0.99	
	MINSKYS PIZZA	BIKE/WALK COMMITTEE	107.44	
	JOE'S KANSAS CITY BBQ	GOLF COMMITTEE MEETING	177.97	
	BLUE CHIP COOKIES AT TC	GOLF COMMITTEE MEETING	20.99	
	AMAZON.COM	MAGAZINE RACK	49.22	
	ZOE'S KITCHEN	PARK BOARD MEETING	206.15	
	ZOE'S KITCHEN	HEALTHY LUNCH PRESENTATION	89.98	
	AMAZON.COM	PLATES/SAB HOA	153.93	
	RING.COM	SECURITY MONITORING	60.00	
	APPLE STORE	PHONE SCREEN PROTECTOR	39.95	
	BLUE BEAM, INC.	LICENSES	698.00	
	CDW GOVERNMENT INC	COMPUTER HARDWARE-CABLE	400.00	
	MAX FOUNDRY, LLC	MEDIA LIBRARY	29.00	
	APPLE/ITUNES	ICLOUD STORAGE	2.99	
	APPLE STORE	COMPUTER HARDWARE	148.90	
	APPLE/ITUNES	ICLOUD STORAGE	0.99	**33,974.83**
100460	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT.	137.76	
		UNIFORMS	126.00	**263.76**

Check #	Vendor	Description	Amount Paid	Check Total
100461	CORPORATE HEALTH KU MEDWEST	PRE-EMPLOYMENT TESTS	439.00	**439.00**
100462	COSENTINOS PRICE CHOPPER	CITIZEN'S ACADEMY SUPPLIES	46.92	**46.92**
100463	DELTA DENTAL PLAN OF KANSAS	MARCH 2019 DENTAL PREMIUM	18,817.36	**18,817.36**
100464	DEXTER PUMP SERVICE LLC	INSTALL NEW SUMP CHECK VALVE	340.00	**340.00**
100465	DISCOUNT TIRE	TIRE REPAIRS	10.00	**10.00**
100466	DOCUMART INC	BUSINESS CARDS	168.88	**168.88**
100467	DREXEL TECHNOLOGIES	ANNUAL SERVICE FOR CUTTER-PLOTTER,	159.38	**159.38**
100468	EDUCATIONAL FOUNDATION, BLUE V/	2019 COMMUNITY BREAKFAST	300.00	**300.00**
100469	ELECTRONIC TECHNOLOGY INC	5 GENETEC CLIENT LICENSES	1,150.00	
		GENETEC SMA RENEWAL	9,470.00	**10,620.00**
100470	FORESTRY SUPPLIERS INC	SUPPLIES	692.60	**692.60**
100471	FUN EXPRESS	EASTER SUPPLIES	302.99	
		CHRISTMAS SUPPLIES	182.67	**485.66**
100472	GALLS LLC	PATROL SUPPLIES	255.92	
		UNIFORM/DUTY GEAR	426.25	
		PATROL SUPPLIES	119.90	
		UNIFORMS	223.60	
		DUTY GEAR	74.99	**1,100.66**
100473	GALLS LLC	UNIFORMS	118.00	
		UNIFORMS	419.94	
		UNIFORMS	34.00	
		UNIFORMS	69.99	**641.93**
100474	GPSI LEASING II - ACCORD LLC	GOLF CAR GPS SERVICES FOR 2019	1,628.00	**1,628.00**
100475	GRAINGER INC	TRUCK TOOLS	552.86	
		TRUCK TOOLS	625.41	**1,178.27**

Check #	Vendor	Description	Amount Paid	Check Total
100476	HAYES, JOSH	TRAVEL ADVANCE - KANSAS POLICE DOG	252.00	**252.00**
100477	HELENA AGRI ENTERPRISES LLC	40 BAGS PROMATE	554.00	**554.00**
100478	HEN HOUSE BALLS FOOD STORES	FOOD	9.99	**9.99**
100479	HEN HOUSE BALLS FOOD STORES	TRAINING ROOM SUPPLIES	8.97	**8.97**
100480	HERMAN, JAMES	TRAVEL ADVANCE - KANSAS POLICE DOG	252.00	**252.00**
100481	ICE MASTERS LLC	ICE MACHINE RENTAL RENTAL EQUIPMENT	172.00 114.00	**286.00**
100482	INDUSTRIAL SALES CO INC	SUPPLIES	165.17	**165.17**
100483	INTERSTATE BATTERIES OF KC	BATTERIES BATTERIES	198.42 476.64	**675.06**
100484	INTERSTATE ELECTRICAL SUPPLY	MATERIAL & SUPPLIES MATERIAL & SUPPLIES	509.94 753.12	**1,263.06**
100485	INTL ASSOC OF FIRE CHIEFS	MEMBERSHIP & DUES~	265.00	**265.00**
100486	JONES, RON	HEART OF AMERICA ICC CHAPTER BUSINESS	124.00	**124.00**
100487	KA COMM INC	MOUNTING CAR CAMERA	713.53	**713.53**
100488	KANSAS CITY FIRST AID LLC	FIRST AID SUPPLIES	236.00	**236.00**
100489	KANSAS CITY FREIGHTLINER SALES	ALIGHNMENT PW-455	43.04	**43.04**
100490	KANSAS DEPT OF REVENUE	CMB MONTHLY REPORT - CMB STAMP	50.00	**50.00**
100491	KC BOBCAT INC	72" ROOT GRAPPLE	3,804.00	**3,804.00**
100492	KIERL-LATENSER, MARY	INSTRUCTOR FEES	300.00	**300.00**
100493	LARRYS GLASS SERVICE	VEHICLE PARTS	256.63	**256.63**
100494	LAWN-CORPS, INC	DUMP FEE	5.00	**5.00**

Check #	Vendor	Description	Amount Paid	Check Total
100495	LEGAL RECORD	ORDINANCE PUBLICATIONS	158.82	
		ORDINANCE PUBLICATIONS	51.12	
		ORDINANCE PUBLICATIONS	58.51	
		ORDINANCE PUBLICATIONS	109.63	
		ORDINANCE PUBLICATIONS	247.88	**625.96**
100496	LONG, DAWN	TYLER CONNECT	235.00	**235.00**
100497	LOWES	HARDWARE SUPPLIES	19.74	
		HARDWARE SUPPLIES	179.55	**199.29**
100498	LOWES	BLDG MAINT SUPPLIES	35.62	
		HARDWARE SUPPLIES	23.36	
		HARDWARE SUPPLIES	13.39	
		HARDWARE SUPPLIES	8.84	
		HARDWARE SUPPLIES	63.44	
		HARDWARE SUPPLIES	-5.42	
		HARDWARE SUPPLIES	5.42	
		HARDWARE SUPPLIES	45.09	
		HARDWARE SUPPLIES	22.46	
		HARDWARE SUPPLIES	37.63	
		HARDWARE SUPPLIES	35.14	
		HARDWARE SUPPLIES	140.81	**425.78**
100499	LOWES	HARDWARE SUPPLIES	57.38	
		HARDWARE SUPPLIES	22.19	**79.57**
100500	MAISCH SMALL ENGINE REPAIR	MISC ITEM	602.99	
		MISC ITEM	683.99	
		MISC ITEM	440.29	**1,727.27**
100501	MALONE, JODY	HEART OF AMERICA ICC CHAPTER BUSINESS	124.00	**124.00**
100502	MCCLURE ENGINEERING CO	2017-2018 PROF.SVS FOR TM-04-008 LW S. S	15,453.75	**15,453.75**
100503	MCKEEVERS PRICE CHOPPER	SUPPLIES	12.00	**12.00**
100504	METRO POLYGRAPH LLC	PRE-EMPLOYMENT SCREENING	225.00	**225.00**

Check #	Vendor	Description	Amount Paid	Check Total
100505	METROPOLITAN COMMUNITY COLLEC	2019 SPRING JOB FAIR	129.00	**129.00**
100506	MICRO CENTER AR	COPIER SUPPLIES	318.96	
		MATERIAL & SUPPLIES	89.99	**408.95**
100507	MILLER, STEVEN	PER DIEM~	150.00	**150.00**
100508	MINUTEMAN PRESS OF OP	PRINTING & BINDING	77.52	**77.52**
100509	MOBILFONE WIRELESS	COMMUNICATION	155.71	**155.71**
100510	MYSIDEWALK INC	ADMIN. CONTRACTUAL EXPENSE	500.00	**500.00**
100511	NEPTUNES HARVEST FERTILIZER	55 GALLONS TURF FORMULA	1,196.62	**1,196.62**
100512	O REILLY AUTO PARTS	WIPER BLADES	292.20	
		SUPPLIES	160.13	**452.33**
100513	O REILLY AUTO PARTS	VEHICLE SUPPLIES	3.73	
		VEHICLE SUPPLIES	6.47	
		VEHICLE SUPPLIES	7.98	
		VEHICLE SUPPLIES	4.06	
		OIL FILTERS	34.40	
		MATERIAL & SUPPLIES	31.96	
		VEHICLE MAINT.	14.58	**103.18**
100514	OBIJI, MISHEA	CLEANING	150.00	**150.00**
100515	OGILVIE, AARON	PER DIEM	150.00	**150.00**
100516	OLSSON INC	PATRICIAN WOODS STORMWATER IMPROVEME	16,749.91	**16,749.91**
100517	PETTY CASH - CITY OF LEAWOOD	REIMBURSEMENTS	158.54	**158.54**
100518	PROFESSIONAL TURF PRODUCTS	SUPPLIES	218.02	**218.02**
100519	Q4 INDUSTRIES LLC	COPY PAPER	719.92	**719.92**
100520	RANCH MART ACE HARDWARE	ACO SUPPLIES	12.99	
		PEA GRAVEL FOR POOL AREA	75.90	**88.89**

Check #	Vendor	Description	Amount Paid	Check Total
100521	RANGE SERVANT AMERICA INC	SUPPLIES	515.12	**515.12**
100522	RED OAK ANIMAL HOSPITAL	K9 SUPPLIES	157.98	
		K9 VET SERVICES	278.00	**435.98**
100523	REEVES WIEDEMAN COMPANY	SUPPLIES	37.59	
		SUPPLIES	54.62	
		BUILDING & GROUNDS	156.50	
		CITY FACILITY MAINT.	161.60	**410.31**
100524	REGAL AWARDS	NAME BADGES	176.00	**176.00**
100525	REGIONAL JUSTICE INFORMATION	WEB SUBSCRIPTION FEES	2,535.01	**2,535.01**
100526	REINDERS INC	GRASS SEED	393.54	
		SEED	108.54	**502.08**
100527	REINHART FOODSERVICE	PREPARED FOOD	866.69	**866.69**
100528	RICOH USA INC	COPIER EXPENSE	991.81	**991.81**
100529	ROB SIGHT FORD	VEHICLE PARTS	140.04	**140.04**
100530	ROMA BAKERY	PREPARED FOOD	41.10	**41.10**
100531	SAFETY-KLEEN SYSTEMS INC	MISC ITEM	92.74	**92.74**
100532	SANCHEZ, RICHARD	TRAVEL ADVANCE - NATIONAL PLANNING	335.50	**335.50**
100533	SCHULLER, JESSICA	TRAVEL ADVANCE - NATIONAL PLANNING	335.50	**335.50**
100534	SCHUTTE LUMBER CO	LUMBER	78.19	**78.19**
100535	SCORE MORE KC LLC	REORDER OF TSHIRTS	1,140.00	**1,140.00**
100536	SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	321.28	**321.28**
100537	SOLARWINDS INC	SOLARWINDS NPM MAINTENANCE	5,748.57	
		SOLARWINDS IP MANAGER ANNUAL RENEWAL	1,589.00	**7,337.57**

Check #	Vendor	Description	Amount Paid	Check Total
100538	STAPLES BUSINESS ADVANTAGE	SUPPLIES	4.85	
		OFFICE SUPPLIES	90.84	**95.69**
100539	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	31.15	**31.15**

Check #	Vendor	Description	Amount Paid	Check Total
100540	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE - SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	35.00	
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		YARD WASTE TIP FEE - SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	35.00	**5,960.00**
100541	SUMMIT TRUCK GROUP	OIL & SUPPLIES	682.81	**682.81**
100542	SUMMIT TRUCK GROUP	EQUIPMENT REPAIRS	78.68	
		EQUIPMENT REPAIR	169.21	**247.89**

Check #	Vendor	Description	Amount Paid	Check Total
100543	SUPERIOR VISION SERVICES INC	MARCH 2019 VISION PREMIUM	1,960.06	**1,960.06**
100544	SYSCO FOOD SERVICE OF KC INC	FACILITY SUPPLIES	219.90	**219.90**
100545	TIDE DRY CLEANERS	UNIFORM CLEANING	23.88	**23.88**
100546	TIME WARNER CABLE	CABLE	59.19	
		CABLE	37.70	**96.89**
100547	TOMPKINS, DAVID	TRAVEL REIMBURSEMENT - KLETC	39.50	**39.50**
100548	TORO COMPANY - NSN, THE	MONTHLY EQUIPMENT FEE	187.20	**187.20**
100549	TRANSIMPEX TRANSLATORS INC	INTERPRETATION SERVICE	368.00	
		INTERPRETATION SERVICE	270.00	
		INTERPRETATION SERVICE	249.00	**887.00**
100550	TRIANGLE SALES INC	EQUIPMENT SUPPLIES	330.00	**330.00**
100551	ULINE INC	SUPPLIES	156.73	
		SUPPLIES	101.67	**258.40**
100552	UNITED COMMUNITY SERVICES	ALCOHOL TAX FUND ALLOCATION	2,638.25	**2,638.25**
100553	US TOY COMPANY INC	SUPPLIES	34.76	**34.76**
100554	VAN-WALL EQUIPMENT INC	SUPPLIES	102.70	**102.70**
100555	VERIZON WIRELESS	COMMUNICATION	78.58	**78.58**
100556	WALKER, JAMES R	PER DIEM	150.00	**150.00**
100557	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	515.16	**515.16**
100558	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	265.74	**265.74**
100559	WATER DISTRICT 1 JO CO	WATER SERVICE	127.29	
		WATER SERVICE	15.05	
		WATER SERVICE	72.42	
		WATER SERVICE	28.10	
		WATER SERVICE	77.90	**320.76**

Check #	Vendor	Description	Amount Paid	Check Total
100560	WATER DISTRICT 1 JO CO	WATER SERVICE	8.92	**8.92**
100561	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	94.16	**94.16**
100562	WESTLAKE HARDWARE	SUPPLIES	8.59	**8.59**
100563	WITMER PUBLIC SAFETY GROUP INC	UNIFORMS	316.99	
		UNIFORMS	358.08	**675.07**
100564	ZEP MANUFACTURING CO	SUPPLIES	381.53	**381.53**
380419	KC POWER & LIGHT CO	POWER SERVICE	379.19	**379.19**

126 checks in this report.

Grand Total All Checks: 201,805.86

CITY OF LEAWOOD
Check Date 04/10/2019
Ordinance 2019-14

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
100565	KURZ, ROSS	TRAVEL ADVANCE - TYLER CONNECT	202.00	**202.00**
100566	AA WHEEL AND TRUCK SUPPLY INC	VEHICLE REPAIRS	110.54	**110.54**
100567	ABM SUPPLY	BP VEST	800.00	**800.00**
100568	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	187.76	**187.76**
100569	ACUSHNET CO - TITLEIST	DISCOUNT TAKEN IN ERROR ON A PREVIOUS	57.61	**57.61**
100570	AFFINIS CORP	2017-18 CMP REPLACEMENT FOR CHERRH CRE	567.50	**567.50**
100571	AMERICAN SENTRY ELECTRONIC SYS	QUARTERLY ALARM MONITORING SERVICE	409.50	**409.50**
100572	ARBOR MASTERS TREE LANDSCAPE	STORM DEBRIS REMOVAL FROM JAN 11/12,	56,646.00	**56,646.00**
100573	BATTERIES PLUS	MATERIAL & SUPPLIES	45.99	**45.99**
100574	BERNIE ELECTRIC WHOLESALE INC	ELECTRICAL SUPPLIES	235.56	
		ELECTRICAL SUPPLIES	12.64	**248.20**
100575	BERNIE ELECTRIC WHOLESALE INC	BUILDING & GROUNDS	173.00	**173.00**
100576	BLUE VALLEY PUBLIC SAFETY	EQUIPMENT MAINT. SERVICE	1,885.50	**1,885.50**
100577	BROWN, MONICA	TRANSCRIPTION - PLANNING COMMISION MTG	150.00	
		TRANSCRIPTION - BZA MINUTES 3/27/19	100.00	**250.00**
100578	BRUNER CONTRACTING CO LLC	2018 DESIGN/BUILD: PW MAINT. 2-BAY ADDIT	88,605.99	**88,605.99**
100579	CALLAWAY GOLF CO	PROSHOP MERCHANDISE	363.98	
		RANGE BALLS	4,200.00	
		PROSHOP MERCHANDISE	551.03	
		PROSHOP MERCHANDISE	264.39	**5,379.40**

Check #	Vendor	Description	Amount Paid	Check Total
100580	CAREERBUILDER GOVT SOLUTIONS	CAREER BUILDER, JOB POSTINGS	2,625.00	**2,625.00**
100581	CAROLINA BIOLOGICAL SUPPLY CO	EXPENDABLE EQUIPMENT	117.89	**117.89**
100582	CARQUEST AUTO PARTS	MATERIAL AND SUPPLIES	70.77	**70.77**
100583	CHARLESWORTH CONSULTING LLC	INSTALLMENT 4 OF 12	500.00	**500.00**
100584	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT.	883.79	
		VEHICLE MAINT.	302.70	
		VEHICLE MAINT.	646.14	
		VEHICLE MAINT.	183.84	**2,016.47**
100585	CONTINENTAL RESEARCH CORP	GUARD - REPELLANT	214.55	**214.55**
100586	COSENTINOS PRICE CHOPPER	CITIZENS ACADEMY SUPPLIES	35.94	**35.94**
100587	CREATIVE CARNIVALS & EVENTS	DEPOSIT	350.00	**350.00**
100588	CREATIVE PRODUCT SOURCING INC	DARE SUPPLIES	590.59	
		DARE SUPPLIES	260.48	**851.07**
100589	CUES INC	TRAINING	800.00	**800.00**
100590	CUTTER & BUCK	PROSHOP MERCHANDISE	158.17	
		PROSHOP MERCHANDISE	926.85	**1,085.02**
100591	DATCO INC	UNIFORMS	1,092.10	**1,092.10**
100592	DONOHO APPRAISALS	REVISION OF APPRAISAL/EASEMENT ON 143	2,550.00	**2,550.00**
100593	DREXEL TECHNOLOGIES	DIGITAL PLANS INDEX & UPLOAD	84.58	**84.58**
100594	DURANOTIC DOOR INC	BUILIDING AND GROUND SUPPLIES	675.00	**675.00**
100595	E EDWARDS WORK WEAR INC	UNIFORM / CLOTHING	274.42	**274.42**
100596	ESRI	ARCGIS DESKTOP BASIC SINGLE USE LICENSE	1,350.00	
		ARC GIS SINGLE DESKTOP LICENSE	1,350.00	**2,700.00**
100597	FACE PAINT BY ENI	DEPOSIT	100.00	**100.00**

Check #	Vendor	Description	Amount Paid	Check Total
100598	FACTORY MOTOR PARTS CO	SUPPLIES	43.42	
		VEHICLE PARTS	82.44	**125.86**
100599	FASTSIGNS	PRINTING	83.50	
		PRINTING	66.47	**149.97**
100600	FIRE EMS ACADEMY, PRAETORIAN DI	TRAINING	2,915.00	**2,915.00**
100601	FISHER PATTERSON SAYLER	ATTORNEY'S FEES SUBJECT TO INSURANCE	3,325.00	**3,325.00**
100602	FRY & ASSOCIATES INC	6' CAST BENCH AND PLAQUE	1,976.00	**1,976.00**
100603	GALLS LLC	NAME STRIPS APPLIED	19.98	
		ACADEMY UNIFORMS	176.47	
		ACADEMY UNIFORMS	216.46	
		DUTY GEAR	463.33	**876.24**
100604	GALLS LLC	UNIFORMS	24.30	
		UNIFORMS	48.60	**72.90**
100605	GEAR FOR SPORTS	PROSHOP MERCHANDISE	638.40	**638.40**
100606	GRAINGER INC	SUPPLIES	79.73	
		SUPPLIES	148.47	**228.20**
100607	GT DISTRIBUTORS INC	PATROL DUTY GEAR	15.76	**15.76**
100608	GUNTER CONSTRUCTION COMPANY	RETAINING WALL ON MISSION RD. & 119TH ST	38,245.70	**38,245.70**
100609	GUNTER PEST MANAGEMENT INC	PEST CONTROL	60.00	**60.00**
100610	INDUSTRIAL SALES CO INC	SUPPLIES	13.02	**13.02**
100611	INTERNATIONAL CODE COUNCIL	TRAINING	43.50	
		TRAINING	44.50	**88.00**
100612	JOHNSON COUNTY MOTOR VEHICLE	RENEWAL TAGS~	42.25	
		RENEWAL TAGS~	42.25	**84.50**
100613	KC METRO CHAPTER APWA	2019 ANNUAL PARTNERSHIP OF KC METRO	1,500.00	**1,500.00**

Check #	Vendor	Description	Amount Paid	Check Total
100614	KOTULIC, ROSITA	INSTRUCTOR FEES	107.25	**107.25**
100615	LASER CYCLE INC	COPIER SUPPLIES	151.98	**151.98**
100616	LEAWOOD CHAMBER OF COMMERCE	CHAMBER BREAKFAST - DUNN	48.00	**48.00**
100617	LEGAL RECORD	HEARING NOTICE	5.79	
		HEARING NOTICE	9.32	
		HEARING NOTICE	22.83	
		HEARING NOTICE	7.72	
		HEARING NOTICE	5.79	
		HEARING NOTICE	7.72	
		HEARING NOTICE	7.72	
		HEARING NOTICE	5.79	
		HEARING NOTICE	5.79	**78.47**
100618	LEXINGTON PLUMBING & HEATING	BUILDING & GROUNDS	142.50	**142.50**
100619	LINCOLN AQUATICS	EQUIP MAINT & SERVICE	53.37	**53.37**
100620	LOGAN CONTRACTORS SUPPLY INC	SUPPLIES	36.89	
		HAND TOOLS	30.50	**67.39**

Check #	Vendor	Description	Amount Paid	Check Total
100621	LOWES	HARDWARE SUPPLIES	123.47	
		HARDWARE SUPPLIES	490.29	
		HARDWARE SUPPLIES	85.48	
		HARDWARE SUPPLIES	387.83	
		HARDWARE SUPPLIES	74.32	
		HARDWARE SUPPLIES	37.75	
		HARDWARE SUPPLIES	36.63	
		HARDWARE SUPPLIES	167.79	
		HARDWARE SUPPLIES	8.24	
		HARDWARE SUPPLIES	250.47	
		HARDWARE SUPPLIES	23.94	
		HARDWARE SUPPLIES	79.26	
		HARDWARE SUPPLIES	66.67	
		HARDWARE SUPPLIES	326.28	
		HARDWARE SUPPLIES	59.84	
		HARDWARE SUPPLIES	43.14	
		HARDWARE SUPPLIES	122.72	
		HARDWARE SUPPLIES	49.10	
		HARDWARE SUPPLIES	43.66	
		HARDWARE SUPPLIES	702.48	
		HARDWARE SUPPLIES	-4.73	
		HARDWARE SUPPLIES	91.47	
		HARDWARE SUPPLIES	35.14	
		HARDWARE SUPPLIES	47.34	
		HARDWARE SUPPLIES	139.37	
		HARDWARE SUPPLIES	71.85	
		HARDWARE SUPPLIES	-5.41	
		HARDWARE SUPPLIES	53.41	
		HARDWARE SUPPLIES	-5.68	
		HARDWARE SUPPLIES	1.32	**3,603.44**

Check #	Vendor	Description	Amount Paid	Check Total
100622	LOWES	HARDWARE SUPPLIES	123.61	
		HARDWARE SUPPLIES	-5.14	
		HARDWARE SUPPLIES	86.73	
		HARDWARE SUPPLIES	9.77	
		HARDWARE SUPPLIES	-4.63	**210.34**
100623	MURPHY TRACTOR & EQUIPMENT CC	O-RING, 2 WHEEL RINGS, RIM/WHEEL	1,745.03	**1,745.03**
100624	O H GERRY OPTICAL	UNIFORM	200.00	**200.00**
100625	O REILLY AUTO PARTS	VEHICLE PARTS	212.78	
		VEHILCE MAINT.	22.22	**235.00**
100626	O REILLY AUTO PARTS	SUPPLIES	19.95	
		SUPPLIES	31.97	
		SUPPLIES	29.99	
		SUPPLIES	19.08	
		SUPPLIES	174.15	**275.14**
100627	PET CREMATION SERVICES	ANIMAL CREMATIONS	90.00	**90.00**
100628	PHILLIPS 66-CONOCO-76	TRAINING FUEL	66.23	**66.23**
100629	POMP'S TIRE SERVICE INC	EQUIPMENT MAINT.	360.00	
		VEHICLE MAINT	2,492.96	**2,852.96**
100630	PRAXAIR DISTRIBUTION INC 493	INDUSTRIAL ACETYLENE	347.13	**347.13**
100631	Q4 INDUSTRIES LLC	FACILITY SUPPLIES	1,256.99	**1,256.99**
100632	RANCH MART ACE HARDWARE	SUPPLIES	31.98	
		SUPPLIES	28.57	**60.55**
100633	RANCH MART ACE HARDWARE	MATERIAL & SUPPLIES	7.98	**7.98**
100634	RED WING SHOE STORE	UNIFORM / CLOTHING	530.45	**530.45**
100635	REEVES WIEDEMAN COMPANY	CITY FACILITY MAINT.	1,135.00	**1,135.00**
100636	REINDERS INC	BUILDING AND GROUND SUPPLIES	79.69	**79.69**

Check #	Vendor	Description	Amount Paid	Check Total
100637	SAFE KIDS WORLDWIDE	2019 MEMBERSHIP DUES~	55.00	**55.00**
100638	SECURITY CONTRACTORS INC	CENTRAL STATION MONITORING OF BLDG FIRE	96.00	**96.00**
100639	SHAWNEE MISSION USD 512	NON-PROFIT VENDOR BOOTH	25.00	**25.00**
100640	SHERWIN WILLIAMS CO	SUPPLIES	322.43	**322.43**
100641	SHRED-IT USA LLC	SHREDDING SERVICE	283.76	**283.76**
100642	SKAGGS, CHRIS	UNIFORM / CLOTHING	65.96	**65.96**
100643	SOUTHEASTERN SECURITY CONS IN	PRE-SCREENING VOLUNTEERS	129.50	**129.50**
100644	SOUTHEASTERN SECURITY CONS IN	PRE-SCREENING (BASEBALL)	37.00	**37.00**
100645	SPRAYER SPECIALTIES INC	EQUIP MAINT	60.18	
		EQUIP MAINT SUPPLIES	350.97	**411.15**
100646	STAPLES BUSINESS ADVANTAGE	SUPPLIES	92.44	
		SUPPLIES	9.48	
		SUPPLIES	53.00	
		SUPPLIES	35.58	
		SUPPLIES	35.61	
		SUPPLIES	99.06	
		SUPPLIES	51.64	
		SUPPLIES	26.88	
		SUPPLIES	91.29	**494.98**
100647	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	41.54	
		OFFICE SUPPLIES	19.37	**60.91**

Check #	Vendor	Description	Amount Paid	Check Total
100648	SUBURBAN LAWN & GARDEN INC	LANDSCAPING AROUND KCPL BOXES ON PROJI	1,500.00	
		LANDSCAPING AROUND KCPL BOXES ON PROJI	500.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	30.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	20.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	27.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	3.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	30.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	30.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	45.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	45.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	45.00	
		YARD WASTE TIP FEE - SNOW DEBRIS	45.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
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		YARD WASTE TIP FEE- SNOW DEBRIS	40.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	30.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	35.00	
		YARD WASTE TIP FEE- SNOW DEBRIS	35.00	

Check #	Vendor	Description	Amount Paid	Check Total
		YARD WASTE TIP FEE- SNOW DEBRIS	35.00	
		LANDSCAPING AROUND KCPL BOXES ON PROJ	500.00	
		YARD WASTE FEE	22.00	
		YARD WASTE FEE	22.00	
		YARD WASTE FEE	22.00	
		YARD WASTE FEE	22.00	
		YARD WASTE FEE	22.00	
		YARD WASTE FEE	18.00	
		YARD WASTE FEE	10.00	
		TORDON	34.58	
		MULCH	15.96	
		TOPSOIL	79.08	**3,992.62**
100649	SUMMIT TRUCK GROUP	VEHICLE MAINT. PW-449	55.07	**55.07**
100650	TABEN GROUP LC	APRIL 2019 125 ADMIN FEES	161.50	**161.50**
100651	TAYLORMADE GOLF COMPANY INC	PRO SHOP MERCHANDISE	573.26	**573.26**
100652	THOMSON REUTERS - WEST	WEST INFORMATION CHARGES	646.89	**646.89**
100653	THYSSENKRUPP ELEVATOR	SCHEDULED ELEVATOR SERVICE AT CITY HALL.	1,093.23	**1,093.23**
100654	TIDE DRY CLEANERS	UNIFORM CLEANING	12.71	
		UNIFORMA CLEANING	14.86	**27.57**
100655	TIME WARNER CABLE	CABLE~	33.07	**33.07**
100656	TOWN & COUNTRY BLDG SERVICES	CLEANING SERVICES AT JC	4,950.00	
		APRIL CLEANING - PW	695.00	
		APRIL CLEANING - CITY HALL LOWER LEVEL	950.00	
		BLANKET PO TO COVER ANNUAL BUILDING	1,280.00	**7,875.00**
100657	TRACKER DOOR SYSTEMS	bUILDING & GROUNDS	1,493.90	**1,493.90**
100658	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL INVESTIGATIVE SERVICES	50.00	**50.00**
100659	TRAVELERS	DEDUCTIBLE MATHEWS LEGAL FEES	120.00	**120.00**

Check #	Vendor	Description	Amount Paid	Check Total
100660	TURN KEY MOBILE INC	EXPENDABLE EQUIP.	810.00	**810.00**
100661	TWO SISTERS CATERING LLC	MEETING EXPENSE	400.00	**400.00**
100662	VANCE BROS INC	ASPHALT	175.00	
		ASPHALT	155.50	
		ASPHALT	175.00	**505.50**
100663	VONBEVERN, SUSIE	BELLY DANCE CLASS INSTRUCTION	108.90	**108.90**
100664	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	98.54	
		MAT CLEANING	98.54	**197.08**
100665	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	326.90	**326.90**
100666	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL~	120.29	
		TRASH DISPOSAL~	178.22	
		TRASH DISPOSAL~	94.63	**393.14**
100667	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	49.00	**49.00**
100668	WATCHGUARD INC	PATROL SUPPLIES	146.00	**146.00**
100669	WEX BANK	MOTORCYCLE FUEL	85.05	**85.05**
610419	KC POWER & LIGHT CO	POWER SERVICE	35.74	**35.74**
1300419	KC POWER & LIGHT CO	POWER SERVICE	315.97	**315.97**
2600419	KC POWER & LIGHT CO	POWER SERVICE	32.71	**32.71**
3140419	KC POWER & LIGHT CO	POWER SERVICE	35.01	**35.01**
3380419	KC POWER & LIGHT CO	POWER SERVICE	287.59	**287.59**
4102019	KANSAS GAS SERVICE	GAS SERVICE	7,410.74	**7,410.74**
4650419	KC POWER & LIGHT CO	POWER SERVICE	116.43	**116.43**
4910419	KC POWER & LIGHT CO	POWER SERVICE	172.71	**172.71**
5090419	KC POWER & LIGHT CO	POWER SERVICE	164.34	**164.34**

Check #	Vendor	Description	Amount Paid	Check Total
6040419	KC POWER & LIGHT CO	POWER SERVICE	56.35	**56.35**
6770419	KC POWER & LIGHT CO	POWER SERVICE	152.79	**152.79**
6910419	KC POWER & LIGHT CO	POWER SERVICE	193.87	**193.87**
0350419	KC POWER & LIGHT CO	POWER SERVICE	9.41	**9.41**
3110419	KC POWER & LIGHT CO	POWER SERVICE	9.83	**9.83**
4680419	KC POWER & LIGHT CO	POWER SERVICE	80.21	**80.21**
6240419	KC POWER & LIGHT CO	POWER SERVICE	10.59	**10.59**
6400419	KC POWER & LIGHT CO	POWER SERVICE	101.44	**101.44**
6540419	KC POWER & LIGHT CO	POWER SERVICE	36.31	**36.31**
7270419	KC POWER & LIGHT CO	POWER SERVICE	63.51	**63.51**
8380419	KC POWER & LIGHT CO	POWER SERVICE	698.88	**698.88**
9750419	KC POWER & LIGHT CO	POWER SERVICE	224.80	**224.80**
0710419	KC POWER & LIGHT CO	POWER SERVICE	21.62	**21.62**
3850419	KC POWER & LIGHT CO	POWER SERVICE	18.99	**18.99**
4100419	KC POWER & LIGHT CO	POWER SERVICE	190.50	**190.50**
6170419	KC POWER & LIGHT CO	POWER SERVICE	221.77	**221.77**
8800419	KC POWER & LIGHT CO	POWER SERVICE	46.00	**46.00**
4030419	KC POWER & LIGHT CO	POWER SERVICE	123.18	**123.18**
4680419	KC POWER & LIGHT CO	POWER SERVICE	129.34	**129.34**
6720419	KC POWER & LIGHT CO	POWER SERVICE	64.20	**64.20**
8570419	KC POWER & LIGHT CO	POWER SERVICE	44.92	**44.92**
8730419	KC POWER & LIGHT CO	POWER SERVICE	30.47	**30.47**

Check #	Vendor	Description	Amount Paid	Check Total
8960419	KC POWER & LIGHT CO	POWER SERVICE	223.16	**223.16**
9290419	KC POWER & LIGHT CO	POWER SERVICE	108.24	**108.24**
9770419	KC POWER & LIGHT CO	POWER SERVICE	110.15	**110.15**
0320419	KC POWER & LIGHT CO	POWER SERVICE	142.48	**142.48**
1550419	KC POWER & LIGHT CO	POWER SERVICE	289.07	**289.07**
2030419	KC POWER & LIGHT CO	POWER SERVICE	30.37	**30.37**
7130419	KC POWER & LIGHT CO	POWER SERVICE	62.20	**62.20**
8010419	KC POWER & LIGHT CO	POWER SERVICE	95.59	**95.59**
0350419	KC POWER & LIGHT CO	POWER SERVICE	25.92	**25.92**
0420419	KC POWER & LIGHT CO	POWER SERVICE	20.58	**20.58**
0650419	KC POWER & LIGHT CO	POWER SERVICE	200.84	**200.84**
3720419	KC POWER & LIGHT CO	POWER SERVICE	42.63	**42.63**
5020419	KC POWER & LIGHT CO	POWER SERVICE	5,540.06	**5,540.06**
5990419	KC POWER & LIGHT CO	POWER SERVICE	104.51	**104.51**
6450419	KC POWER & LIGHT CO	POWER SERVICE	56.65	**56.65**
7550419	KC POWER & LIGHT CO	POWER SERVICE	588.95	**588.95**
8830419	KC POWER & LIGHT CO	POWER SERVICE	56.24	**56.24**
9120419	KC POWER & LIGHT CO	POWER SERVICE	34.21	**34.21**
2070419	KC POWER & LIGHT CO	POWER SERVICE	125.15	**125.15**
2640419	KC POWER & LIGHT CO	POWER SERVICE	427.14	**427.14**
3500419	KC POWER & LIGHT CO	POWER SERVICE	69.12	**69.12**
3590419	KC POWER & LIGHT CO	POWER SERVICE	41.19	**41.19**

Check #	Vendor	Description	Amount Paid	Check Total
54340419	KC POWER & LIGHT CO	POWER SERVICE	155.10	**155.10**
54980419	KC POWER & LIGHT CO	POWER SERVICE	28.95	**28.95**
55430419	KC POWER & LIGHT CO	POWER SERVICE	33.30	**33.30**
59340419	KC POWER & LIGHT CO	POWER SERVICE	68.83	**68.83**
59770419	KC POWER & LIGHT CO	POWER SERVICE	880.54	**880.54**
60490419	KC POWER & LIGHT CO	POWER SERVICE	32.70	**32.70**
62500419	KC POWER & LIGHT CO	POWER SERVICE	159.85	**159.85**
65370419	KC POWER & LIGHT CO	POWER SERVICE	96.80	**96.80**
65520419	KC POWER & LIGHT CO	POWER SERVICE	20.01	**20.01**
67650419	KC POWER & LIGHT CO	POWER SERVICE	17.47	**17.47**
68940419	KC POWER & LIGHT CO	POWER SERVICE	38.76	**38.76**
70800419	KC POWER & LIGHT CO	POWER SERVICE	85.39	**85.39**
72440419	KC POWER & LIGHT CO	POWER SERVICE	41.53	**41.53**
73130419	KC POWER & LIGHT CO	POWER SERVICE	174.86	**174.86**
73170419	KC POWER & LIGHT CO	POWER SERVICE	20.48	**20.48**
76160419	KC POWER & LIGHT CO	POWER SERVICE	475.30	**475.30**
80640419	KC POWER & LIGHT CO	POWER SERVICE	20.56	**20.56**
82020419	KC POWER & LIGHT CO	POWER SERVICE	604.00	**604.00**
83710419	KC POWER & LIGHT CO	POWER SERVICE	61.54	**61.54**
86510419	KC POWER & LIGHT CO	POWER SERVICE	36.28	**36.28**
87790419	KC POWER & LIGHT CO	POWER SERVICE	12,150.87	**12,150.87**
89780419	KC POWER & LIGHT CO	POWER SERVICE	45.67	**45.67**

180 checks in this report.

Grand Total All Checks:	291,240.07

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DRAFT

7.B.

Regular Meeting

THE LEAWOOD CITY COUNCIL

April 1, 2019

Minutes

DVD No. 438

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, April 1, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: None

Staff Present: Scott Lambers, City Administrator
David Ley, Public Works Director
Chief Troy Rettig, Police Department
Chris Claxton, Parks & Recreation Director
Nic Sanders, Human Resource Director
April Bishop, Cultural Arts Coordinator
Mark Tepesch, Info. Services Specialist III
Patty Bennett, City Attorney
Richard Coleman, Comm. Dev. Director
Chief Dave Williams, Fire Department
Mark Klein, Planning Official
Ross Kurz, Info. Services Director
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

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

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

3. CITIZEN COMMENTS

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

Ms. Cindy Driscoll, 14737 Norwood Street, stated she was President of the Leabrooke Town Manors Home Owners Association [HOA] and on the Finance Committee for Leabrooke, a development of 240 homes. She provided details of two neighborhood issues. Trash collects off of 143rd Street to 148th Street on Kenneth Road. There are no sidewalks on either side of the roads in this area. The HOA has encouraged residents to be part of the solution by bringing a bag and gloves to pick up three pieces of litter from areas that can be accessed when they walk, and to ensure their trash container lids are secure so trash does not blow free. On 148th Street, there is a drainage area that prohibits pick-up

without special clothing and traffic control would also be needed. Ms. Driscoll displayed a picture of a detention pond/basin, stating there are four or five basins in the development that are to be dry except during excessive rainfall, acting as a throttle into the storm sewer system. All the basins continually contain water and their sides are deeply eroding. The HOA has been working with the property manager, developer and City Code Enforcement Officer Wade Thompson to make these basins function as originally intended, but the issue has been ongoing for three years.

Mr. Coleman stated the City can contact the developer in regard to Ms. Driscoll's concern. Mayor Dunn thanked Ms. Driscoll for coming and bringing attention to the issues.

4. PROCLAMATIONS **SevenDays® Week, April 9-15, 2019**

Mayor Dunn read the proclamation into the record. She stated the "SevenDays® Week" 2019 schedule of activities beginning Tuesday, April 9, and ending Monday, April 15, had been included in the meeting documentation, Agenda Item 8., Mayor's Report. She, Councilmembers, professional Staff and City volunteers will attend many of the activities. Mayor Dunn presented the proclamation to Ms. Mindy Corporon, thanking her for her work.

Ms. Corporon provided the Governing Body with event packets. She thanked the Governing Body for the proclamation and for anticipated event attendance. Leawood was one of the first cities to support the weeklong event, starting a ripple that now includes proclamations from eight other cities. The murders occurred in 2014 and this is the fifth year for the "SevenDays® Week" event. The event features different people and does not focus solely on what happened to her family. Hate crimes and White Supremacy have been in the news the last several months. This year two reformed White Supremacists will share their experiences. Both were recruited and indoctrinated at age 14, when searching to belong to a group and have purpose. They are now helping others get out of hate. Ms. Corporon stated the walk event that had been held in Overland Park and Leawood for the last three years has been moved to downtown to be all-inclusive for the community, and will start at the National WWI Museum and Memorial on April 15.

Mayor Dunn stated Ms. Corporon's leadership is responsible for the growth of the event. She is inspired by Ms. Corporon's ability to change events of personal pain into activities of love and respect for others. She wished Ms. Corporon success, now and in the future.

National Volunteer Week, April 7-13, 2019

Mayor Dunn read the proclamation into the record. She offered thanks and sincere appreciation to Councilmembers, and to each and every one of the approximate 300 dedicated Leawood volunteers that serve the City.

Start By Believing Day, April 3, 2019

Mayor Dunn read the proclamation into the record. She thanked Police Chief Troy Rettig and the Police Department for all their support of the Metropolitan Organization to Counter Sexual Assault [MOCSA].

Ms. Victoria Pickering, Director of Advocacy, MOCSA, accepted the proclamation on behalf of MOCSA and thanked the Governing Body, Police Chief Rettig and the Leawood Police Department for the proclamation and for being ongoing supportive partners over the years for the "Start by Believing" campaign and being a leader in the community for survivors of sexual violence. Statistics presented in the proclamation were from 2018. Between 2017 and 2018, there was a 30% increase in the number of 24-hour hotline calls. The increase shows when survivors are supported by loved ones, community and responsive systems, they are empowered and come forward to seek help. The "Start by Believing" campaign plays an important role in this support.

Mayor Dunn thanked Ms. Pickering for her attendance and her advocacy.

5. PRESENTATIONS/RECOGNITIONS – None

6. SPECIAL BUSINESS

A. **Public Hearing** Pre-Budget Public Hearing for 2020 Fiscal Budget

Mayor Dunn opened the public hearing. No one was seen or heard to speak.

A motion to close the public hearing was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

B. **Public Hearing** Consider the vacation of a Street Right-of-Way located at 135th Street & Kenneth Road, within the City of Leawood, Johnson County, Kansas

Mayor Dunn opened the public hearing. No one was seen or heard to speak.

A motion to close the public hearing was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 8-0.

C. Ordinance vacating a Street Right-of-Way located at 135th Street and Kenneth Road, within the City of Leawood, Johnson County, Kansas [Requestor: Vic Regnier Builders, Inc.]

Mr. Ley stated Public Works requests the item be continued to the April 15, 2019 Governing Body meeting. Work is needed with the developer to obtain easement over the ground in vacated right-of-way; there is a utility in the area. Another public hearing would not be required for vacation of right-of-way if the proposed request to continue the item was approved. He confirmed to Councilmember Cain the developer was unaware of the request for continuance, and that timing may need to be further revised based on work with the applicant.

A motion to approve continuance of the item to the April 15, 2019 Governing Body meeting was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

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. 2019-11 and 2019-12

B. Accept minutes of the March 18, 2019 Governing Body meeting

C. Accept minutes of the March 18, 2019 Executive Session

D. Accept minutes of the February 12, 2019 Parks and Recreation Advisory Board meeting

E. Accept minutes of the January 15, 2019 Historic Commission meeting

F. Approve purchase in the amount of $491,989.00, from LDV Custom Specialty Vehicles, for the PD's Mobile Command Vehicle

G. **Resolution No. 5156**, approving and authorizing the Mayor to execute a Professional Engineering Design Agreement in the amount of $224,837.00, between the City and George Butler Associates [GBA], pertaining to the Waterford Subdivision Stormwater Improvement Project [SMAC Project TM-04-007] [Project #77017]

H. **Resolution No. 5157**, approving and authorizing the Mayor to execute Addendum No. 2 to that certain Agreement dated November 1, 2010, between the City of Leawood and the City of Overland Park, for maintenance of street lighting systems along common borders

I. **Resolution No. 5158**, accepting a Deed of Gift for a Public Art Sculpture, entitled, 'Women of the World,' from 11350 Property, LLC, by local Artist, Kwan Wu

J. **Resolution No. 5159**, accepting a Deed of Gift for a Public Art Sculpture, entitled, 'Inspiration,' from Pennway Associates VII LLC, by Leawood Artist, Rita Blitt; to be located on Southeast corner of College Boulevard & Tomahawk Creek Parkway

K. **Resolution No. 5160**, approving and authorizing the Mayor to execute an Independent Contractor Agreement in the amount of $43,423.26, between the City and Beemer Construction, Inc., pertaining to removal and replacement of irrigation lift station and intake for Ironhorse Golf Course, located at 15400 Mission Road

L. Declaration of Surplus Property: 2010 Ford Explorer, last 4 VIN/5680, PD Unit # 9150, City Asset Tag # 1492; 2007 Ford Explorer, last 4 VIN/6972, PW Unit # 9409, City Asset Tag # 1300

Councilmember Harrison requested Consent Agenda Item 7.A. be pulled.
Councilmember Filla requested Consent Agenda Item 7.D. be pulled
Councilmember Cain requested Consent Agenda Item 7.E. be pulled
Councilmember Sipple requested Consent Agenda Item 7.F. be pulled.

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

7.A. Accept Appropriation Ordinance Nos. 2019-11 and 2019-12

Mr. Ley confirmed the numerous checks issued to Suburban Lawn and Garden Inc. with description of "Yard Waste Tip Fee – Snow Debris" were for recent City-wide storm debris pick-up. Suburban charges approximately $35.00 per truck load as a dump fee.

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

7.D. Accept minutes of the February 12, 2019 Parks and Recreation Advisory Board meeting

Councilmember Filla asked for additional information on the "Kiosk Installation for North/South Bicycle Loops – City Park" listed in upcoming projects on Page 2 of the minutes. Ms. Claxton stated the kiosk will be a single doubled-sided panel with information about the North Bicycle Loop facing north and information on the South Bicycle Loop facing south. The colors and style of the panels will match those used in other parks like Gezer Park. The panel for the North Loop is complete, panel for the South Loop is about to go into production, and schematic work is underway for installation.

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

7.E. Accept minutes of the January 15, 2019 Historic Commission meeting

Councilmember Cain pointed out Page 2 of the minutes lists consideration of possible acquisition and restoration of a 1952 police car and vintage school bus, and possible acquisition and conversion of a 1956 Ford panel truck into an ambulance. She echoed Councilmember Harrison suggestion in the minutes. Councilmember Cain stated she would move cautiously on acquisition of three vehicles until it is determined where the vehicles would be stored.

Mayor Dunn stated for the record the Governing Body reviews and accepts minutes rather than approves. Councilmember Cain stated she accepts the minutes.

Councilmember Filla offered suggestion to review the thought process and supported Councilmember Harrison's suggestion in the minutes in regard to having representations of the vehicles as playground equipment. She stated the City acquired the antique fire truck for $1.00. Councilmember Harrison stated her design-student son is working on some idea concepts.

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

7.F. Approve purchase in the amount of $491,989.00, from LDV Custom Specialty Vehicles, for the PD's Mobile Command Vehicle

Councilmember Sipple asked if the current vehicle or if equipment inside the current vehicle was obsolete, the number of anticipated uses per year and if the current vehicle had failed during use.

Chief Rettig stated the current vehicle is a transport van purchased and retrofitted 20 years ago. The model was economical and had windows on the side, which were removed and replaced with sheet metal. Water leaks occur where this was done. The vehicle is mechanically unsound, frequently will not start and is always on a battery-tender, and frequently the air conditioner does not work. Usually Public Works Maintenance must tend to the vehicle. The majority of current vehicle outings are for training purposes, so work on the vehicle can occur in advance of planned use. The vehicle would not work in an emergency situation. If the proposed purchase is approved, the new vehicle would be used for training, community events, major crime situations, and serious injury and fatality accidents. The vehicle would provide work space needed for the extra on-site manpower power needed for major scene investigations, especially important in inclement weather. The current vehicle failed to start one time in recent memory regarding a near-fatal crash on 95th Street. It took an electrical technician 30 minutes to 45 minutes to get the vehicle going. The vehicle has not been tried recently.

Councilmember Sipple offered kudos for use of a makeshift operation.

Councilmember Harrison stated she strongly supports Police Department. To be fiscally responsible in regard to a $500,000 piece of equipment and anticipated limited use, she asked if it would be possible for one vehicle to be shared with another city. Chief Rettig stated he had not considered shared use, but had asked other cities if they would be able to assist Leawood. Vehicles come with specialized equipment, and the vehicle and staff are likely to remain on-site for several days. Councilmember Harrison stated she would like to see the vehicle be used by others if needed, rather than site unused 326 days a year.

Chief Rettig confirmed to Councilmember Cain the new vehicle would be able to be parked in the same location used by the current vehicle on the Justice Center Sallyport. The proposed vehicle is slightly taller, but same length.

Mayor Dunn asked how many Johnson County First Class cities have command vehicles. Chief Rettig stated Overland Park, Lenexa, Shawnee and Olathe have these vehicles. Olathe and Lenexa both purchased new vehicles from same company. Chief Rettig stated his belief that Prairie Village used to have a vehicle, but does not have one at this time.

Councilmember Osman stated he has seen the current vehicle and Chief Rettig is giving it a far kinder status than deserved; the vehicle is inadequate. He stated for future new equipment funding requests, providing photographic documentation of the current equipment would be of great benefit.

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

8. MAYOR'S REPORT

A. I was joined by Councilmembers Debra Filla, Jim Rawlings, Chuck Sipple and Julie Cain along with Scott Lambers, Richard Coleman, Dawn Long and Fire Chief Dave Williams at the 2019 State of the County Address. This event was sponsored by the Johnson County Public Policy Council and hosted by the Leawood Chamber of Commerce. Johnson County Commission Chair Ed Eilert presented a great deal of good information regarding activities from 2018 and plans for the future. All handouts have been distributed electronically for those not able to be in attendance.

B. Councilmember Sipple joined me at the Leawood Chamber of Commerce ribbon cutting for the Fairways of Ironhorse, a Boutique Retirement Club located in the Ironhorse Center and overlooking the Ironhorse Golf Course. There are 72 units in this concierge-style club, and one quarter of them have already been leased. This is the first-of-a-kind for Kansas. We wish them much success.

C. The 14th Annual Dialogue and Friendship Dinner was held at University of Missouri-Kansas City and hosted by the Dialogue Institute Kansas City. I was joined by Councilmembers Jim Rawlings and Chuck Sipple as well as Police Captain Dale Finger and Deputy Fire Chief Jarrett Hawley. The theme this year was "Service in a Time of Turbulence."

9. COUNCILMEMBERS' REPORT

Councilmember Osman Request for Referral to Public Works Committee – Review Sienna of Leawood Request to Participate in Privately-Owned Street Light LED Replacement Program

Councilmember Osman stated one or two years ago Hallbrook Home Owners Association [HOA] requested cost-sharing with the City of LED street light replacement in the right-of-way. At that time, Public Works established criteria and an application. The City has received an application from Sienna HOA. If the request for referral to Public Works Committee is approved, the Public Works Committee could review the Sienna cost-sharing application for light improvements at the committee meeting scheduled for Wednesday, April 3, 2019.

Mr. Ley stated Sienna HOA is aware of proposed review at the April 3, 2019 Public Works Committee meeting. Councilmember Osman stated committee member quorum has been confirmed and meeting would start at 7:30 A.M.

A motion to approve Agenda Item 9. was made by Councilmember Osman; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT – None

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

[from the February 26, 2019 Planning Commission meeting]

A. **Ordinance No. 2935**, approving a Revised Preliminary Plan, Revised Preliminary Plat, Final Plan and Final Plat for Hills of Leawood Single Family Residential Subdivision, located north of 151st Street and east of Mission Road. (PC Case 01-19) [ROLL CALL VOTE]

Mr. Mark Simpson, 15145 Windsor Circle, stated the request was for two technical corrections discovered since the original preliminary plat was approved. The legal description of a dry detention pond under power lines was not included in the original notice area and original plat for Phase 2, and an additional 60 ft. wide Kansas City Power & Light easement on the west is needed, increasing from 100 ft. to 160 ft. wide. Also, because of mis-survey in the 1940s, a section of land did not contain 640 acres in the section, but only 639.41 acres, short by 1.5 ft. east-west and 6 inches north-south. In conjunction with the easement issue, the number of lots decreased from 72 to 70 on the west side.

Councilmember Harrison inquired about dwellings-per-acre ratios for the different phases, and expressed concern about some small side yards of 12.75 ft. Mr. Klein stated density was reduced from 1.65, due to a drop in the number of lots. The Board of Zoning Appeals [BZA] approved deviation for smallest lot of 15,000 sq. ft. and decreased side yards. The average lot size is 19,000 sq. ft.

Mr. Simpson stated the BZA had reviewed twice, with their first vote a tie and second vote of approval 6-2. He stated there would be 25.5 ft. of green space between houses and houses would 75 ft. wide. Typically, fences are not allowed, with exceptions in about one in three cases. Owners are strongly encouraged not to extend fences beyond house corners with small kick-out for mower access through a gate. Fences would be uniform and material would be black wrought iron.

Councilmember Cain offered congratulations for deposits on manor and estate lots, and acknowledged Hills of Leawood sponsorship of Leawood concerts and Summer play, now and for the next four or five years. Mr. Simpson clarified the sponsorship would only be for as long as it takes to sell-out the development.

Councilmember Cain pointed out the tree line issue the occurred Mr. Simpson's development to the east and inquired if the wrought iron fence extending to the east would be up before house construction. She noted there would be strong HOA declarations in regard to the tree preservation area. Mr. Simpson stated park tree issues had been isolated to residents in the Village of Ironwoods, one removing and one adding. A fence would be installed on the north property line of Phase I lots prior to deeding to builder, and timed-access gate to Ironwoods Park with wing walls installed. The tree preservation area on the north side between the fence and property line would be under the control of the park, with the back 10 ft. of lots being given up. A $1,000 fine for infringement by home owner would be paid to the HOA.

Councilmember Cain questioned what would happen if further infringement occurred. Ms. Bennett stated this would be pursued in Municipal Court for ordinance violation and potential damage to municipal property.

Mr. Simpson stated there is an existing fence on the property line. A detailed study of every tree in the 10 ft. preservation area has been conducted with the City's Park Maintenance Superintendent and the development's arborist. Dead and/or diseased trees, and trees overhanging and negatively impacting the health of other trees, have been marked and these will be removed by the arborist under the City supervision. Within the next 30 to 45 days, Arborists will remove trees only in Phase 1. With approval tonight, Phase 2 will start in June and lots available in the third quarter of this year.

Councilmember Cain noted the lots are close to Ironwoods Park and walkers in the area will notice the change of having houses there.

Mayor Dunn asked for a sales update. Mr. Simpson stated all 22 manor lots are sold, but contracts not closed since not platted, with non-refundable deposits of 10% of the purchase price. Thirteen of the 18 estate lots are sold, and three of these have construction loans to start as soon as permits are available. An artisan $1.5 Million show home will be built on Lot 24 by Mr. Rocky Rhodes of Allure Luxury Homes, and will eventually serve as the model home for the estates, replacing the proposed sales trailer requested later on the agenda. The model will be open for the HBA Homes Tour in June 2020, with $20 fee going to benefit Juvenile Diabetes. Multiple model homes are not planned for Phase 1. Builder Patrick Willis will construct the manor model. The goal was to sell below market price and build high-quality custom, not spec homes, early for investment in the community. Mr. Simpson stated he thought the goal had been met.

A motion to pass the ordinance was made by Councilmember Azeltine; seconded by Councilmember Sipple. The motion was approved with a unanimous roll call vote of 8-0.

B. **Ordinance No. 2936**, approving a Special Use Permit [SUP] for a Temporary Sales Trailer for Hills of Leawood – Sales Trailer, located north of 151st Street and east of Mission Road. (PC Case 10-19) [ROLL CALL VOTE]

Mr. Mark Simpson stated the proposed trailer was because of early interest in the community and the need for on-site agents to deal with custom buyers meeting with builders, architects and decorators. Mr. Saul Ellis had a trailer built to his specifications containing a conference room with an exterior deck overlooking a water pond, with logo'd awnings, handicap access, asphalt parking lot and landscaping. The trailer would be used until the artisan model home is available in 2020.

A motion to pass the ordinance was made by Councilmember Cain; seconded by Councilmember Larson. The motion was approved with a unanimous roll call vote of 8-0.

Mayor Dunn thanked Mr. Simpson and wished him good luck.

C. **Ordinance No. 2937**, approving the 2018 Update to the Comprehensive Plan of the City of Leawood, Johnson County, Kansas. (PC Case 144-18) *–CONTINUED FROM THE MARCH 18, 2019 GOVERNING BODY MEETING]* [ROLL CALL VOTE]

Mayor Dunn stated the plan contained a large amount of great information and update is conducted on an annual basis. Mr. Klein stated that Planners Jessica Schuller and Richard Sanchez worked on the plan, the biggest format revision in quite some time. The goal was to make the plan graphically more understandable and to freshen the format. Some of the major changes include update to reflect the most recent demographic information from the American Communities Survey for Leawood pending 2020 U.S. Census data, inclusion of additional information on national historic Oregon-Santa Fe and California trails, and revision of the plan map.

Mr. Klein briefly reviewed map revisions from 2017 to 2018, as follows:

1. Revised northern part of the property at 9609 Lee Boulevard, the former Police Station, denoted Public open space for a park with southern part for future Fire Station.
2. Updated boundaries and added "dripping faucet" symbol for the Johnson County Waste Water Treatment Facility at 10701 Lee Boulevard.
3. Hallbrook is now developed out with office buildings, so revised future land use on the south side of Overbrook and west of State Line Road from Mixed-use to Office. Mixed land use on the north side of College Boulevard remains.
4. Added hospital symbol to the property located within the Village of Seville at 133rd Street and State Line Road, representing St. Luke's Community Hospital.
5. Updated the alignment of 137th Street, having a gentle smooth curve.
6. Changed land use to Public for the City's purchase of the northern portion of property located at 143rd Street and Kenneth Road.
7. Updated the street network for Hills of Leawood and street alignment with Mission Height, previously platted in the 1960s.

Mayor Dunn inquired if there was the typical blue "H" street signage on State Line Road to indicate hospital located on 133rd Street and State Line Road. If not St. Luke's may want to consider having this signage. Mr. Klein agreed this would be a good idea and he would investigate.

Mr. Klein confirmed to Councilmember Azeltine no changes had been made to the previous plan documentation provided in the agenda packet for the March 18, 2019 Governing Body meeting.

Mayor Dunn asked Mr. Klein to provide compliments to Planners Ms. Schuller and Mr. Sanchez.

A motion to pass the ordinance was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous roll call vote of 8-0.

13. OLD BUSINESS – None

14. OTHER BUSINESS – None

15. NEW BUSINESS

A. **Resolution No. 5161**, accepting a Deed of Dedication for Right-of-Way [ROW] from Grantor Paru, LLC, regarding Part of Lot 19 of the Mission Heights Subdivision, located at approximately 151st Street and Mission Road

Mr. Ley displayed a drawing of the area regarding an easement that extends beyond the Hills of Leawood subdivision into Mission Heights subdivision. He stated Agenda Items 15.A. and 15.B. are related. Agenda Item 15.C. is a request for approval of an Emergency Service Access Easement that would be west of the temporary cul-de-sac in the Hills of Leawood.

Mr. Ley confirmed to Councilmember Sipple the cul-de-sac was highlighted in orange and the emergency access easement was highlighted in green on the drawing. He stated 150th Street right-of-way was dedicated in the 1960s, but the road never built. The right-of-way would connect to the temporary cul-de-sac.

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

B. **Resolution No. 5162**, accepting a Deed of Dedication for Right-of-Way [ROW] from Grantor Leawood Hills Development, LLC, regarding Part of Lots 18 and 19 of the Mission Heights Subdivision, located at approximately 151st Street and Mission Road

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

C. **Resolution No. 5163**, accepting an Emergency Service Access Easement for ingress and egress from Grantor, Paru, LLC, regarding Parts of Lots 19 & 20 of the Mission Heights Subdivision, located at approximately 151st Street and Mission Road

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

D. **Resolution No. 5164**, providing for a Special Call for a Special Governing Body meeting for August 12, 2019, for the purpose of considering scheduled business items which otherwise would have been considered on August 5, 2019

Mayor Dunn confirmed to Councilmember Azeltine the request was based on cancellation of the August 5, 2019 Governing Body meeting due to travel schedules. Ms. Bennett stated the Governing Body meeting would start at 7:00 P.M. if there was no Work Session or at 7:30 P.M. if a Work Session was scheduled.

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

ADJOURN

There being no further business, the meeting was adjourned at 8:43 P.M.

_____

Debra Harper, CMC, City Clerk

_____

Cindy Jacobus, Assistant City Clerk

Return to Agenda

DRAFT

7.C.

Executive Session

THE LEAWOOD CITY COUNCIL

April 1, 2019

Minutes

The City Council of the City of Leawood, Kansas, met in regular session in the Main Conference Room at City Hall, 4800 Town Center Drive, 6:00 P.M., on Monday, April 1, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: None

Staff Present: Scott Lambers, City Administrator

Others Present: None

A motion was made by Councilmember Rawlings, seconded by Councilmember Azeltine, that the Governing Body recess into executive session to discuss an individual employee's review pursuant to the non-elected personnel matter exception under K.S.A. 75-4319(b)(1) for a period of 1 hour and 15 minutes, with the open meeting to resume in this room at 7:15 P.M. The motion was approved with a unanimous vote of 8-0.

EXECUTIVE SESSION: NON-ELECTED PERSONNEL MATTER

A motion to close the executive session and reconvene into open meeting was made at 7:15 P.M. by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 8-0.

ADJOURN

_____

Debra Harper, CMC, City Clerk

_____

Cindy Jacobus, Assistant City Clerk

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7.D.

LEAWOOD
Parks & Recreation

ADVISORY BOARD
Meeting Minutes – March 12th, 2019 - 5:30 p.m.
Leawood City Hall- Maple Room

Board members in attendance: Chair Karen Ward-Reimer, Kim Galbraith, JoLynn Hobbs, Gary Swanson, and Lorrie Hamilton

Board members absent: Amy Vlasic, and Bob Wright

Council liaisons present: Julie Cain

Council liaisons absent: Chuck Sipple

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

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

Chair Karen Ward- Reimer asked for a motion to approve the February 12th, 2019 meeting minutes.

Lorrie moved the motion. Kim G seconded the motion. The minutes were approved unanimously.

I. New Business

A. Welcome New Board Member

Chair Karen Ward-Reimer introduced new Board Member: JoLynn Hobbs.

JoLynn introduced herself to the committee. She has been a Leawood resident since 1996. She is married with two children and has two French Bulldogs. She lives in north Leawood and has served on her homes association board since 2012. Council member Debra Filla invited JoLynn to apply for the Parks and Recreation Advisory Board position.

Chris added that JoLynn was very helpful in the creation of Brook Beatty Park. JoLynn's family was kind enough to donate a bench for the park.

The Parks and Recreation Board members introduced themselves to JoLynn.

II. Old Business

A. Update on RFP Process for 96th and Lee

Chris informed the committee that the City Council is reevaluating the new Fire Station # 1 building layout and size.

Chris added that the park plan is currently on hold but she would like to have consideration for getting the consultant onboard via contract in the next few months.

Council Liaison Cain added they are still moving forward but would like to make sure that the fire station will be functional for decades to come.

A. Update on Foundation Projects

Chris informed the committee that the Leawood Foundation met last week and had a discussion on what projects they would like to fund in the future. One project is a replacement for the agility course at the Leawoof Dog Park. The Foundation would like to offer a match for donations up to $10,000. They will next need to reach out to one of the major donors prior to moving forward. The Leawood Stage Company has already donated $1,000 of proceeds from *Bark! The Musical* to the agility course fund. Chris has researched new, more durable agility course pieces and will present them soon.

Council Liaison Cain stated it would be a good idea for the Foundation to reach out to local dog day-care and grooming businesses for donations.

Chris stated the Foundation has also considered funding new exercise stations or a new restroom for undetermined locations. Typically, the campaigns perform better when they are fundraising for specific projects. Chris will follow up at the next meeting with more information on the projects.

III. Staff Reports

Brian reported the following:

- He will be participating in a Greater Kansas City area dog park managers meeting next week.
- The parks maintenance crew has been assisting public works with limb clean up. They are updating the clean-up map daily on the city website. As of now, they are about forty percent complete.
- Fixing storm damage along trails.
- Leawood Tree committee will have its first meeting on Thursday, March 21st.
- They are still searching for candidates for multiple part-time and full time positions. Staff is a little thin, on certain crews, at this time.

Council Liaison Cain added that the city has spent a significant amount of money on helping residents with limb pick up.

Kim G added that she will direct people from her homes association to our homepage for information. She feels some of the complaints she has heard is due to lack of knowledge on the process. The information on the website will be very helpful to her neighbors.

JoLynn added that she shares with her homes association residents to check the map and to be patient and grateful for the city's help on the residential limb pickup.

Kim G asked if Brian would report to the Parks Advisory Board on the Tree Committee discussions.

Kim C. reported the following:

- 1,800 participants enrolled in Spring Soccer. Soccer practice was scheduled to start this week but rain has caused the fields to be closed.
- Recreation staff is working on the 2020 budget.
- Working on LED light project at the Lodge at Ironwoods. We have met with a structural engineer to determine if the current lighting fixtures can hold the weight of the new LED lights.
- Swim team, dive team, and pool passes will go on sale April 2nd.

April reported the following:

- Historic Oxford School House is open and accepting field trip reservations.
- Registration for "Tea with Shakespeare" presented by the Leawood Stage Company, Daughters of the British Empire and the Heart of America Shakespeare Festival is open and will sell out quickly. This year will feature a Victorian era fashion show.
- We have received Vara Waivers for "Inspiration" by Rita Blitt and "Women of the World" by Kwan Wu.
- A fallen tree branch has damaged "Faith" by Wendell Castle. This piece is located at Brook Beatty Park. The bench will need to be taken off site and repaired. The repair will be considered for approval at the next city council meeting.
- Working on an agreement to acquire a new art on loan piece. It is a kinetic piece named "Skywriting 1" by John King with the option to purchase at the end of the year. The piece is currently at the Overland Park Arboretum as part of the kinetic sculpture exhibit until the end of September. This will give us ample time to relocate the current on loan piece, "Pointe Defiance"

IV. The next meeting will be held on Tuesday, April 9th at 5:30 p.m. in the Maple Room in the Leawood Community Center.

Lorrie made a motion to adjourn the meeting.

Kim G. seconded the motion. The motion was approved unanimously.

The meeting adjourned at 7:00 pm.

Respectfully submitted,

Chris Claxton

Chris Claxton, Parks and Recreation Director

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7.E.

Leawood Foundation Meeting Minutes, March 5, 2019

The meeting of the Leawood Foundation took place at 5:30 p.m., Tuesday, March 5, 2019, in the Conference Room at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas.

Attendees: Alice Hawk, Mike Best, Susie Rawlings, Marc Elkins, Susanne Teel, Mayor Dunn, Deb Filla, Chris Claxton and Deb Harper.

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 October 23, 2018 minutes were approved unanimously.
- Alice welcomed Susanne Teel to the board, and Susanne shared her background and expertise. Welcome, Susanne!
- Deb Filla will be our new council liaison. Welcome, Deb!

City Update

- Mayor Dunn updated the board on the winter storm debris pick-up. The contract with Arbor Masters has been expanded and should be completed in three to four weeks. Current information is on the website.
- The preliminary plan for Ranchmart North has been approved. The power lines will be buried underground which will allow expansion of sidewalks and landscaping. A Community Improvement District (CID) tax is under consideration. A public hearing will be held on April 15.
- Chris Claxton discussed three new art pieces. The installation of the woman figure for the parkway has been delayed due to weather but should be completed in three or four weeks.
- An RFQ is being developed and will be sent out for the pool house renovations at City Park.

- The agility course at Leawoof Dog Park has heavy use. Chris suggested asking the people who use the park to donate to the foundation so that more durable equipment can be installed. The Leawood Stage Company raised $1,000 toward replacement, but the lowest cost of any piece is approximately $1,500. The total replacement cost may be around $10,000. Mayor Dunn suggested talking to Lou Rasmussen, who's son made a generous donation to Leawoof. Deb Filla suggested offering matching dollars from the foundation up to a certain amount. A motion was made to allot up to $5,000 in matching funds to replace the Leawoof agility course. The motion was seconded and passed unanimously.

Financial Report

- Mike Best gave the financial report. The year-end report showed a balance of $175,747. Due to a down market in 2018, earnings were reduced by 14% in the fourth quarter and lost $8,000 for the year. The foundation's risk is at 4 (out of 5), with a portfolio of 65% stock and 35% bonds. The current fund balance is $196,384, with $9,140 in earnings.
- The donor list was shared, and Peggy asked about Tim and Beth Parker. Alice said they have consistently donated to the foundation and would find out more about them.
- The foundation also has $2,002 in the checking account at Blue Valley Bank. Larry Sowers is our CPA and lives in Leawood. Mike has updated our profile at the Greater Kansas City Community Foundation (GKCCF).

Old Business

- Alice said the insurance policy for the foundation has been signed. The policy and bill will be mailed soon.
- The Gezer Park plaque is complete and looks awesome! A location and date for installation will be chosen as soon as the weather cooperates.
- The donor request letter was sent in December, and we received more donations than previous years. A more compact list was used. The group agreed to continue sending a year-end ask letter.
- The old City Hall was discussed. Mayor Dunn said the council voted unanimously to keep it on site at 96th and Lee.

New Business

- Alice asked the board if we should continue with our Nonprofit Connect membership. The cost is $200 per year. Alice utilizes the programs. We can also utilize their volunteer jobs board to advertise for board members. The board voted unanimously to continue our membership.
- Marc will follow up with a potential board member.

- Restrooms at Tomahawk Creek were discussed. Chris said they are not funded in the city's budget. Chris will get back to the board with a cost, but estimated it could be $100,000 or more, depending on size and materials. Mike reminded the board that we had to redefine our purpose due to 501(c)(3) rules. New projects must fall into charitable, religious, educational or scientific categories. Our By-laws have been amended to reflect the rule change.

The meeting was adjourned at 6:25 P.M.

Announcements

- **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 Tuesday, April 2nd at 5:30 P.M., in the Main Conference Room at City Hall.**
- **Below are the remaining meeting times for 2019. All meetings will be on Tuesday at 5:30 PM in the main conference room except the August meeting. Please add to your calendars.**

April 2, 2019
May No Meeting
June 4, 2019
July No Meeting
August 20, 2019 2nd floor conference room
September 17, 2019
October No Meeting
November 5, 2019

Action Items:

- Alice, Marc and Susie will contact possible board members.

/s/Susie Rawlings
Susie Rawlings, Secretary

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7.F.

MINUTES
Leawood Arts Council
January 22, 2019
Leawood City Hall

Present: Mary Tearney, Anne Blessing, Burton Dunbar, Stephanie Hamil, David Hazen, Kim Hinkle, Carl McCaffree, Michael Shirley and Julia Steinberg. April Bishop, staff liaison as well as James Azeltine and Julie Cain City Council liaisons.

Mary called the meeting to order at 5:30 pm.

Dave moved that the Minutes of the November 27, 2018 meeting be approved. Kim seconded the motion. All approved.

APPI
Michael Stutz – Walking Female
The installation of the base, stones and lighting are complete. Stutz plans to install the figure in February. He has not given us an exact date. He would like to hold the dedication while he is here with the installation.

Women of the World
APPI moved to recommend that we request the Governing Body accept the donation of the sculpture of this piece by Kwan Wu and that it be restored. If donated we will consider new locations for the piece. It is currently in an easement, so we could keep it in its location. The site limits the visibility of the piece. The piece is relatively small so the cost of installation will be significantly less that recent installations.

The piece was appraised at $15,000.00, in its current condition, by Madison Group Fine Art Appraisals. The condition is good to fair with rust on the steel armature. The continents and female profile has son cracking. Kwan in currently in China and did give us the contact of his foundry. APPI limited the cost to repair to $3.000.00

Julia moved that LAC make the recommendation to City Council to accept the donation of "Women of the World". Dave seconded and all approved the motion.

The Sentinel
APPI moved to the accept the Cox bid with a not to exceed payment of $17,500.00 to refabricate *The Sentinel* by Tex Jernigan. We will present the facts to City Council for approval of the payment to Cox Air Systems, Inc.

Contract should cover:
- Timeline for work to be completed
- Limit the time that the piece will be removed from the site
- Make certain that Jernigan's rights are protected
- Limit Cox to a not to exceed cost on the work to be done with no unexpected additional costs.
- Check quality of work checked at completion. – Burton will serve in this regard.

Banner Selection Panel
Anne reported that artist Zach Newton, has designed a series of 5 banners. They were presented to City Council on November 19th. Member of the Council were asked for suggestions and Newton will then

prepare art for the final approval. They go before the Governing Body later tonight. Installation of the new banners will take place in the spring.

Faith **by Wendell Castle**
The bench sculpture was hit by a falling branch in the snowstorm last week. There is a small crack in the edge of the piece. April has contacted our conservator, Paula Hobart to see if she can make the repair of if it will need to go to a foundry for repair, and will get quotes for repair. Everyone agreed that the piece should be repaired as soon as possible to prevent further damage.

EVENTS COMMITTEE
Dave reported that there will be a romance themed art show will be held in cooperation with the Leawood Stage Company's production on The Man Who Came to Dinner, February 14-17. View art when attending the show or there will be free exhibition hours on Saturday, February 16th with an artists reception in the morning with coffee and treats.

There will be another art show in October in the Oak Room. And other events will be scheduled later in the year.

CULTURAL ARTS
Up-coming Events

- Lunar New Year – Vista 154, this Sunday, 5:00 pm
- State of the City – Vista 154, Jan. 31, luncheon
- *The Man Who Came to Dinner* - Feb. 14-17, Lodge, Tickets available at www.leawoodstageco.org
- Romance Art Show – Feb 14-17 with show tickets or Feb. 16th Free Exhibition hours 10:00 – 4:00 pm.
- Artist reception – Feb. 16 - 10:00 am.
- Auditions for K*iss Me Kate & Nuncrackers* - March 2, 11:00 am – 4:30 pm & March 3, 1:00 – 4:30 pm

CHAIR REPORT
Mary Reported that after 20 years as Chair of LAC has contacted the Mayor and she will resign from the Arts Council. She joined the Arts Council in 1995 and will serve until a new Chair has been voted on and the Mayor makes her appointment for a new member of LAC in March.

She is happy to serve as outgoing chair in a non-voting advisory capacity. April ask who would like to be considered for the Chair position and ballots will come by email to elect the new Chair.

Kim said that even though it is a challenging position, Mary make the job look easy. She was thanked for her leadership and commitment.

Next Meeting – March 26, 2019, 5:30 pm in the P&D Conference Room.

The meeting adjourned at 6:20.

Submitted by: April Bishop, Cultural Arts Coordinator

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7.G.

MINUTES OF THE
PUBLIC WORKS COMMITTEE

Meeting held: Wednesday, December 5, 2018
Leawood City Hall- Main Conference Room, 7:30 AM

COMMITTEE MEMBERS PRESENT: **ABSENT:**

Andrew Osman, CHAIR and Councilmember Ward 1
Julie Cain, Vice Chair, Councilmember Ward 4
Drew Alingh
Ken Conrad
Abbas Haideri
Todd Alan Harris
Marsha Monica
Jim Rawlings, Councilmember Ward 2
Chuck Sipple, Councilmember Ward 3
Christopher White

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

GUESTS: (by order of sign in sheet)
Randy Kancel, 2231 W 97th Street, Leawood, KS 66206
Andrew & Jamie Swisher, 2229 W 97th Street, Leawood, KS 66206
Marianne James, 9631 Sagamore, Leawood, KS 66206
Jon Blumb, 9631 Sagamore, Leawood, KS 66206

Chair Osman called the meeting to order at 7:30 AM. Meetings & Introductions of staff, members and guests.
FIRST ITEM OF BUSINESS (OLD BUSINESS): Review/approve the previous meeting Minutes.
ACTION: Marsha Monica- Motioned to approve the Minutes of the Public Works Meeting held September 5, 2018. Ken Conrad-Seconded the motion to approve the Minutes. All members were in favor. Motion passed. Minutes Approved.

SECOND ITEM OF BUSINESS (NEW BUSINESS): Review Traffic Calming Request-97th Street from Lee Boulevard to State Line Road.
David Ley-Public Works received a traffic calming request a few months ago for the section of 97th Street between Lee and State Line Road. The roadway is 26 feet wide and was reconstructed within the early 2000's so the roadway is 26' in width. After we did the calculations on the speed and volume the area ended up with 29.3 points. The minimum for traffic calming is 30 points to bring it forward. After discussion with the City Administrator, he felt that the scores were close enough that we should bring the request forward to this Committee for discussion.
We have only had one other traffic calming petition that was brought forward to the PW Committee and that was on 85th Terrace between Lee Boulevard and State Line. That group actually came to the Committee twice; once in 2005 and then in 2011.

The process for the traffic calming has quite a few steps in it. The first step is the Traffic Calming Petition is brought by the local residents and it is not something the City pushes. The residents are to obtain 75% of the abutting property owner's signatures on a petition requesting traffic calming. Once a petition is received, we review and collect the speed volume, accident data and verify that the roadway area has 30 points (according to the criteria established). If the street scores 30 or more points or if approved by the City Administrator, the request is referred by the City Council to the Public Works Committee for review. The Public Works Committee then discusses potential options and costs with the residents to get their input. This could take several meetings. 85th Terrace had several meetings throughout their whole process. Once we get through that, Public Works Committee will make a recommendation to the City Council on what traffic calming devices are to be installed. That is only a recommendation and the City Council makes the decision to approve or not. If approved and moved forward, the next step is for the residents to

complete a Benefit District. They will need a Petition for that and 100% of the property owners abutting the street will need to sign for the Benefit District. The traffic calming devices, the cost of those, the design and construction is assessed back onto the property owners. After that Benefit District Petition is received by Public Works we will place that on a City Council Agenda for review. If approved, then the City moves forward with the design and construction of the project. We are looking at 26 properties for this Petition.

Julie Cain asked how many are "No" votes? A few were not able to be contacted; but more than half.
Chuck Sipple-asked how many traffic tickets have been given in the area and how many accidents have occurred?
David Ley-Did not know the number of tickets, but as part of the traffic calming review, there were two accidents over a three year period. We do not look at the traffic calming to solve that, the number of accidents adds points to the criteria found. The number of points is just under 30 at 29.3 points with the City Administrator saying okay to review. The 85th percentile speed (the speed limit posted is 25 mph) is 33 miles per hour. We took the speed count between High Drive and Sagamore. There is a steeper grade coming into about 2208 W 97th, that is more than likely the highest speed area.
David Ley-Explaining the 85th percentile. A calculation where 85 percent of the traffic is traveling at 33 mph or slower. So the average speed is probably 29 mph, or less. The maximum speed counts we do have, but David Ley would have to pull those up to find them. On 85th Terrace, that area had a lot of cut-through traffic. We have not completed any travel studies to determine how much traffic is traveling through and not going to a property along 97th Street. That does take a considerable amount of staff time.

Ken Conrad asked about volume numbers.
David Ley- advised the volume on 97th Street was 855 vehicles per day. We take the count on a Tuesday, Wednesday or Thursday. Every street is different. 85th Terrace had significantly more traffic and at higher speeds.
Chair Osman-85th Terrace is where the stop light is at Water Way and Chic Fil-A Restaurant on State Line Road. The residents there came to us multiple times and we worked with them multiple times over years to try to figure out the process from start to finish. This is a lengthy process. We just happened to be doing street improvements in 2015 on 85th Terrace, so in 2011 when they approached the City a second time and in 2013, that is when we approved it and decided with the residents to wait. Waiting a year and a half until the street improvements reached the budget year and then do the streets, sidewalks, curbs & gutters and it all was being torn up at the same time. Not sure what the plan is for 97th Street.

David Ley-97th Street has already been reconstructed so there are no plans to going back other than just a mill and overlay when needed (in 10 years or so).
Chuck Sipple-Do you monitor any speeder calls our help desk gets for this area?
David Ley-We have not received any calls, however those would mostly go to the Police Department.
Chris White-How does this compare to other areas-are there neighborhood averages as far as the speed?
Chair Osman-Sorry to interrupt, can you go back and show the calculations of the 30 points?
David Ley-Example is 85th Terrace. Taken in 2011, when we looked at that street we were comparing it as a collector street or as a local street. Both of those it got 30 points for both types. On the local street classification which is what we did for 97th, the 85th percentile was 33 ½ miles per hour. They had at the time 1900 vehicles a day and they were similar, there was no sidewalks. They had 1 accident per year. No school crossing, no pedestrians generated. They ended up with 42 points. We have had several requests come to Public Works and this was the only one besides 97th Street that actually had a point criteria. The volume was significantly higher. The volume really bumps up the points. For 97th we had 33 mph, posted speed is 25. So you get 5 points for every mph above. I think it is 5 over the posted speed limit, so if the 85th percentile is at 30, you have not had any points for the speed at this point
On the volume it is just divided by 100 and they received 8.6. Five points given for no sidewalks. Accident is .7 per year. There is no school crossing or pedestrian generator. So they ended up with 29.3.

Resident-Mentioned that he knows Burns & McDonnell a large nearby company does have people that cut through the area. They are also planning on adding at least 1,000 more employees within a year and a half. So there is potential for the volume to increase in that time line.
Ken Conrad-What would be the approximate cost?
David Ley-We have not gotten that far yet. If we look at 85th Terrace and look at a similar solution, the difference on that street is it is a little big shorter and we just did raised intersections at three locations. 97th Street has 4 intersections and then typically you will want to install the rises every 300 feet to maintain that slow speed. Otherwise if you get too much of a distance between them, people driving down the street till tend to accelerate. We looked at estimated costs of about $400,000 to do that along 97th Street. Assessments are over a 10 year period. So for 4 raised intersections and 2 speed tables-a rough estimate. That comes to about $15,000.00 per property or $1500 a year for 10 years. That is pretty expensive. The other option is to use radar speed limit signs (which the City has installed on a couple other streets). That will not reduce cut-through traffic but it does alert drivers to the speed of the roadway. Once you start driving above the posted speed limit the radar will start flashing at them.

Chair Osman-We just did that and have we need a reduction at Belinder and Somerset?
David Ley-It has reduced the speed. They had asked about traffic calming, but did not have the numbers. They were calling all the time with speeders and now have called to thank us for putting them up.
Resident-Has noticed a couple times while on walks with their child, speeders turn down to some of the cul-de-sacs and we actually went up and knocked on their doors to talk to them to say, you know you were going a little bit faster than what the speed is. And both times they said "oh I wasn't even paying attention". So with saying that, we live at the very bottom of the hill and if you are coming from State Line headed west, if you are going 25 mph at the top of the hill and you coast to the bottom, (in admitting I'm speeding) I've been to 40 mph at the bottom of the hill. So if you are not actively breaking down that hill you are going to be speeding. I've taken pictures of people speeding and measure tracks of over 30 feet long. That is not enough time to stop if a kid jumps out. If you have to slam on your breaks someone will get hit. You spoke about raised intersections, but if we have a localized spot on that street that is the problem, could we do something as putting in a couple speed bumps on the hill to defray the costs? Is that a possibility?

David Ley-That is a possibility. On 85th Terrace there was concern for the residents to the south of 85th Terrace that people may start cutting through their streets. So between Sagamore and State Line there is quite a distance (over 600 feet) where there are no traffic calming devices. We had someone come to us that said they were having to pay for the devices but they were not getting a benefit from them because they were picking up speed. But as long as you get that petition signed that could be possible.

Jim Rawlings-Regarding the flashing speed signs. There is a school in Overland Park on 133rd (Overland Trail) that has a permanent radar sign-a small one. But when you go through there, it lights up with your speed. It is permanent and it really makes you think. Is that what you are thinking about?
Resident-asked about the different between a speed bump and a hump regarding jarring as we drive.
David Ley-advised Leawood does speed tables. They have a raised intersection. They rise up about 4 to 5 inches over a six foot length. This goes over the entire intersection. Speed table typically will have a 25 foot flat top. We do not want something that is suddenly jarring. The Fire Department has to be able to get over them also.
David Ley-Locations could be at the low point between High Drive and Sagamore. A table approximately 25' in length with a 6' ramp on either side for vehicles to ramp up.
Chair Osman-The best example is to drive over to 85th Terrace to see what those are like; between State Line and Lee.
Marsha Monica-asked the residents what their primary concern is.
Residents-Responded "Speed". There are many children in the area and it is very unnerving as a parent to see people flying past the houses all day long and we feel we need to do something.

David Ley-For the radar signs, we would put those for west bound put them east of the low point as you are approaching down the hill. And for east bound would be on the west side because that is probably where everyone is picking up speed (going down the hill). The radars do start hitting the vehicles a couple hundred in advance.

Chris White-asking for a clarification on what we are trying to accomplish. Are we trying to determine whether we think anything should be done? Or are we trying to determine what is best for the homeowner to decide on what to agree on. Are we all in agreement that something should be done and if the cost is 100% going to the resident, I'd like to know is there any reason why the City wouldn't approve them doing whatever they are willing to pay for? Is there some basis to say we shouldn't do it even if they are willing to pay the costs?

Chair Osman-If you are going with the first option, with let's just say $400,000.00. That is another conversation where we have to go back and re-request and inform every resident that has signed the petition and that is on the street. For and against, and explain what it is that we are going to do. In the case of 85th Terrace, we had to consider many different options. One of the options was having a cul-de-sac. That was off the table very quickly. The next option was narrow the streets. The third option was speed tables. So we looked at it before we made that decision of the best option. We voted and that was the speed tables in conjunction with sidewalks on that street. Same thing here I think would happen. We probably would not have seven meetings (that was a unique circumstance) being near Ward Parkway Shopping Center, but there would be several meetings going forward.

Chris White-Is there anything from the City's side that says we have some aversions to putting something in this place? I do not. But am wondering if there is any place to say.
Julie Cain-I wondered that because it did not meet the 30 points to start with. We cannot do this all over the City and you end up with a reverse liability of some sort. Is there some sort of risk we are assuming?
David Ley-No because there is a policy that does allow the City Administrator to overrule that if requested.

Chuck Sipple-Asked for a review from David of the other various options.
David Ley-Did review the radar with Scott Lambers, the City Administrator and he advised the City would be willing to purchase the radars. They are permanent as far as they are on posts. But maybe a year or two down the road the City could look at moving them to a different street or somewhere else. The signs are solar. They are strong enough to work in a shaded area as well. They are LED lit. It is about an $8,000.00 cost for two signs; City installation.

ACTION: Jim Rawlings-Motioned to recommend that Council consider the installation of two radar speed limit signs (with the LED readout of drivers speed) on 97th Street between Lee Boulevard and State Line Road (with locations approved by the Police and Public Works Departments) at the City's expense (no cost to the direct property owners). And that for a period of time (1 to 2 years) monitor the traffic volumes and report back the results.
Chris White-Seconded the motion. All members were in favor. Motion passed.

Chair Osman advised this recommendation will go to City Council next. At that point, the Council will vote on if to do this and to allocate funds. Staff can send a note to notify the 97th Street residents of the outcome of this meeting.

Chair Osman adjourned the meeting at 8:15 A.M.

Summary report submitted by: Julie Stasi, Admin. Services Manager, Sr.
Leawood Public Works Department

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Staff Review

7.H.

Fact Sheet

SUBJECT: **APPROVE PURCHASE OF FIREWORKS FOR THE 4TH OF JULY CELEBRATION**
Western Enterprises, Inc.

April 15, 2019

DISCUSSION

Staff is requesting approval for the purchase of fireworks and pyrotechnician services for the 4th of July Celebration at Leawood City Park.

We are currently in the third and final year of a three year agreement with Western Enterprises, Inc.

Western Enterprises, Inc. has provided this service for the City since 2001 and has always provided a quality and professional display.

It is the recommendation of the Parks and Recreation Department that the Governing Body approve the purchase of fireworks and pyrotechnician services from Western Enterprises, Inc. for $30,000.

Kim Curran, CPRP
Superintendent of Recreation

SPONSOR

Parks and Recreation Department

COUNCIL ACTION TO BE TAKEN

Approve the purchase of fireworks from Western Enterprises for the 4th of July Celebration.

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$30,000.00

FUND SOURCES

Operating Budget -11110.44410.612000

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Staff Review

7.I.

Fact Sheet

SUBJECT: **APPROVE RESOLUTION AND CONSTRUCTION AGREEMENT WITH FREEMAN CONCRETE CONSTRUCTION FOR THE 2019 RESIDENTIAL STREET RECONSTRUCTION PROGRAM PHASE 1 IMPROVEMENTS**

April 15, 2019

DISCUSSION

Attached, is the resolution to approve a Construction Agreement between the City and Freeman Concrete Construction Company for work on the 2019 Residential Street Reconstruction Program-Phase 1 Improvements. The City opened bids on March 21, 2019, and received five (5) bids.

The lowest bid was from Freeman Concrete Construction and was $1,428,278.70. The second lowest bid was from Miles Excavating Inc. at $1,463,474.42.

The improvements include pavement removal, curb removal, subgrade preparation, curb replacement, paving, storm sewer modifications and installation, entry drive installation, sodding, irrigation modifications, street light removal and replacement, coordination for WaterOne and Kansas Gas Service line relocations and other construction.

The area for this year's program is located in the Leawood Subdivision on various streets south of 89th Street, east of Mission and north of 95th (map attached).

Freeman has worked for Leawood in the past on our curb rehabilitation projects and performed well.

It is the recommendation of the Public Works Department that the City Council approves the contract with Freeman Concrete Construction Company for a price of $1,428,278.70 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

$1,428,278.70

FUND SOURCES

Leawood Project No. 80219

Bid Tab For: 2019 Residential Street Reconstruction Program-Phase 1			
BID OPENING DATE: March 21, 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 NO. 1 ACKNOWLEDGED	TOTAL BID
Freeman Concrete Construction	YES	YES	$1,428,278.70
Miles Excavating Inc.	YES	YES	$1,463,474.42
G-B Construction	YES	YES	$1,479,150.96
J.M. Fahey Construction	YES	YES	$1,556,078.50
Linaweaver Construction	YES	YES	$1,785,293.50
Engineer's Estimate:	-------	YES	$1,491,805.00
(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.

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF $1,428,278.70, BETWEEN THE CITY AND FREEMAN CONCRETE CONSTRUCTION, LLC, PERTAINING TO THE 2019 RESIDENTIAL STREET RECONSTRUCTION PROGRAM, PHASE I [PROJECT # 80219]

WHEREAS, the City is in need of services pertaining to Phase I of the 2019 Residential Street Reconstruction Program;

WHEREAS, Freeman Concrete Construction, LLC 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 Freeman Concrete Construction, LLC, in the amount of $1,428,278.70, 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 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

DOCUMENTS

AND

SPECIFICATIONS

CITY OF LEAWOOD, KANSAS

2019 Residential Street Reconstruction Project

Phase I

Project #80219

City of Leawood

CONTRACT AGREEMENT

2019 RESIDENTIAL STREET RECONSTRUCTION PROGRAM

PHASE I

THIS AGREEMENT, made and entered into this _____, 20___, by and between the City of Leawood, Kansas, as party of the first part, and hereinafter termed the "Owner", and **Freeman Concrete Construction, LLC** party of the second part, hereinafter termed in this agreement, "The Contractor",

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the Work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed bid proposals for furnishing materials, labor and equipment for, and in connection with, the construction of: pavement removal, curb removal, subgrade preparation, curb replacement, paving, storm sewer modifications and installation, entry drive installation, sodding, irrigation modifications, street light removal and replacement, coordination for WaterOne and Kansas Gas service line relocation and other construction.

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the bid proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for constructing said street improvements, and has duly awarded to the said Contractor, a contract therefore for the sum or sums named in the bid proposal attached to, 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 to these present have agreed and hereby agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or their executors and administrators, as follows:

ARTICLE 1. That the Contractor will furnish at its own cost and expense all labor, tools, equipment and materials required, and construct and complete in good first-class and workmanlike manner the Work as designated, described and required by the Plans, Specifications and Bid Proposal as being included in, and covered by, the following items of the said Bid Proposal, to wit:

Items 1.01-6.00

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Bid Proposal and other specified contract documents on file, all of which the contract documents form the Contract and are as fully a part thereof 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 State of Kansas.

ARTICLE II. That 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 **ONE MILLION, FOUR HUNDRED TWENTY-EIGHT THOUSAND, TWO HUNDRED SEVENTY-EIGHT DOLLARS AND SEVENTY CENTS ($1,428,278.70)** for all Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor will commence work on a date to be specified in a written order form from the Owner, and will complete all work covered September 1, 2019 with the exception of sodding as described in the information to bidders – IB-8.

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 or sureties; and [3] Contractor's insurance carrier[s] and surety or sureties agree to be bond as specified in this Contract, in the Contract Documents, as set forth in the insurance policy or policies 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 in 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.

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

IN WITNESS WHEREOF, the City of Leawood, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed **four (4)** counterparts of this contract in the prescribed form and manner, the day and year first above written.

PARTY OF THE FIRST PART

CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

_____

Peggy J. Dunn, Mayor

ATTEST:

_____

Debra Harper, CMC, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____

Patricia A. Bennett, City Attorney

PARTY OF THE SECOND PART (CONTRACTOR)

Freeman Concrete Construction, LLC

Printed Name of Company

By [illegible]

Manager Member

Title

8351 Monticello Rd

Street Address

Shawnee, KS 66227

City, State, Zip Code

9138250144

Telephone No.

1-800-344-7233

CITY OF LEAWOOD
2019 RESIDENTIAL STREET RECONSTRUCTION PROGRAM
PHASE 1
JOHNSON COUNTY, KANSAS
PROJECT #80219

INDEX OF SHEETS

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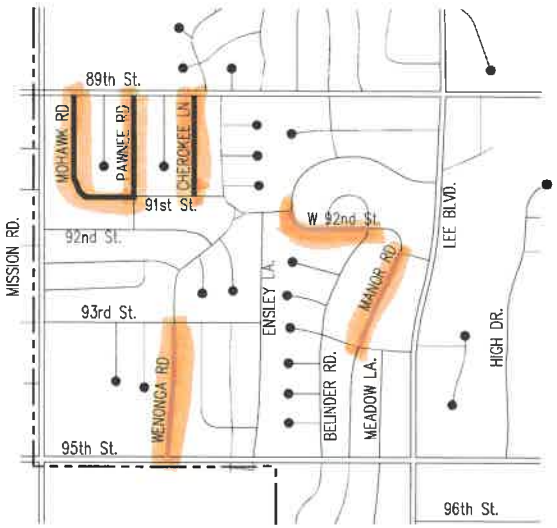
61-64	STREET LIGHT DETAILS



N.T.S.

PHASE 1
PHASE 2

NOTES:
1. LOCAL TRAFFIC WILL BE CARRIED THROUGH CONSTRUCTION
2. CONTRACTOR SHALL COORDINATE ADJUSTMENTS AND RELOCATIONS WITH UTILITY COMPANIES
3. THIS DESIGN SPECIFICALLY PREPARED FOR USE AT THE LOCATIONS SHOWN. USE IN ANY OTHER MANNER EXCEEDS THE INTENDED PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS
4. CONTRACTOR TO VERIFY AND PROTECT SERVICE LINE TO YARD LIGHTS

APPROVALS

I HEREBY CERTIFY THAT THIS PROJECT HAS BEEN DESIGNED AND THESE PLANS WERE PREPARED TO MEET OR EXCEED THE DESIGN CRITERIA OF THE CITY OF LEAWOOD, KANSAS.

BRETT HAUGLAND, P.E., L.A. KANSAS PE #14393
PROJECT ENGINEER
CONTINENTAL CONSULTING ENGINEERS

REVIEWED FOR COMPLIANCE WITH THE CITY OF LEAWOOD'S DESIGN CRITERIA AND CONSTRUCTION STANDARDS.

BRIAN SCOVILL
CITY ENGINEER
CITY OF LEAWOOD KANSAS

3/5/2019
DATE APPROVED

PROJECT STANDARDS:

THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO THE CURRENT CITY STANDARDS LISTED BELOW:

1. THE CITY OF LEAWOOD PUBLIC IMPROVEMENT CONSTRUCTION STANDARDS
2. THE KANSAS CITY METRO MATERIALS BOARD (KCMMB) SPECIFICATIONS FOR CONCRETE WORK
3. THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) - KANSAS CITY METROPOLITAN CHAPTER STANDARD SPECIFICATIONS AND DESIGN CRITERIA
4. KANSAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN CRITERIA

UTILITY CONTACTS:

NOTE: 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING COMPANIES FOR FIELD VERIFICATIONS OF THE UNDERGROUND UTILITIES.

CITY OF LEAWOOD (STREET LIGHTS)	913-339-6700 EXT. 138
WATER DISTRICT NO. 1 OF JOHNSON COUNTY	913-895-1806
US TELECOM (FIBER OPTICS CABLE)	1-800-621-0579
AT&T CABLE HAZARD CENTER	1-800-252-1153
US SPRINT	1-800-621-0579
TIME WARNER CABLE	913-451-5858
KANSAS CITY POWER & LIGHT COMPANY	913-894-3057
KPL GAS SERVICE COMPANY	913-599-8659
SOUTHWESTERN BELL TELEPHONE COMPANY	913-383-4929
JOHNSON COUNTY WASTEWATER DISTRICT	913-681-3200

REVISIONS:

NO.	DATE	DESCRIPTION
△	--	--
△	--	--
△	--	--

- [ ] CITY SUBMITTAL
- [x] BID SET
- [ ] PERMIT SET
- [ ] NOT FOR CONSTRUCTION
- [ ] ISSUED FOR CONSTRUCTION

DATE
3/05/2019

City of Leawood

SINCE 1979 Continental CONSULTING ENGINEERS, INC.

9000 STATE LINE ROAD
LEAWOOD, KANSAS 66206
TEL (913) 642-9642
FAX (913) 642-9641
www.continentalcons.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Reilly Company LLC
608 Delaware St.
P.O. Box 9
Leavenworth KS 66048-0009

CONTACT NAME: Susan Putman
PHONE (A/C, No, Ext): (913) 682-1234 FAX (A/C, No): (913) 682-0136
E-MAIL ADDRESS: susan.putman@reillyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CNA	20443C
INSURER B: Midwest Builders Casualty Mutual Compar	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Freeman Concrete Construction LLC
8357 Monticello Rd #100
Shawnee Mission KS 66227

COVERAGES CERTIFICATE NUMBER: Master 2018 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6012557598 RECEIVED APR - 9 2019	4/22/2018	4/22/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Gen Lia Broad End	$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PUBLIC WORKS 5088168033	4/22/2018	4/22/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 4,500
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6012557586	4/22/2018	4/22/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC100-0002005-2018A	4/22/2018	4/22/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Leased/Rented Equipment			6012557598	4/22/2018	4/22/2019		$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #80219, 2019 Residential Street Reconstruction Program Phase I. City of Leawood is named as additional insured.

CERTIFICATE HOLDER

City of Leawood, Kansas
4800 Town Center Drive
Leawood, KS 66211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan Putman/SUSAN Susan Putman

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Return to Agenda

Staff Review

Fact Sheet

7.J.

SUBJECT: **APPROVE RESOLUTION AND CONSTRUCTION AGREEMENT WITH WIEDENMANN INC. FOR THE 2019 PATRICIAN WOODS STORMWATER IMPROVEMENT PROJECT**

April 15, 2019

DISCUSSION

Attached, is a resolution to approve a Construction Agreement between the City and Wiedenmann, Inc. for work on the Patrician Woods Stormwater Improvements Project. The City opened bids on March 26th, 2019, and received six (6) bids.

The lowest bid was from Wiedenmann Inc. and was $937,995.00. The second lowest bid was from Pyramid Excavation & Construction at $1,027,841.79.

The improvements include pavement removal, curb removal, excavation and compaction, grading, curb replacement, paving, storm sewer removal and replacement, sodding, tree and shrub removal and replacement, and other construction.

This project is approved to receive 75% funding from the Johnson County Stormwater Advisory Council (SMAC Funds) and is Project TM-04-006.

The area is located in the Patrician Woods Subdivision, at approximately 126th and Delmar.

Wiedenmann has worked for Leawood in the past on other projects and performed well.

It is the recommendation of the Public Works Department that the City Council approves the contract with Wiedenmann, Inc. for a price of $937,995.00 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

$937,995.00

FUND SOURCES

Leawood Project No. 77018
Johnson County SMAC Project TM-04-006

Bid Tab For: 2019 Patrician Woods Stormwater Improvement Program			
BID OPENING DATE: March 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		TOTAL BID
Wiedenmann	YES	----------	$937,995.00
Pyramid Excavation & Construction	YES	----------	$1,027,841.79
Miles Excavating	YES	----------	$1,057,293.37
Linaweaver Construction	YES	----------	$1,065,332.00
J.M. Fahey	YES	----------	$1,117,568.75
Redford Construction	YES	----------	$1,121,704.00
Engineer's Estimate:	-------	----------	$1,201,470.00
(Olsson)			

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.

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF $937,995.00, BETWEEN THE CITY AND WIEDENMANN, INC., PERTAINING TO THE 2019 PATRICIAN WOODS STORMWATER IMPROVEMENT PROJECT [SMAC PROJECT TM-04-006] [LEAWOOD PROJECT # 77018]

WHEREAS, the City is in need of services pertaining to 2019 Patrician Woods Stormwater Improvement Project;

WHEREAS, Wiedenmann, Inc. 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 Wiedenmann, Inc., in the amount of $937,995.00, 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 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

DOCUMENTS

AND

SPECIFICATIONS

CITY OF LEAWOOD, KANSAS

2019 Patrician Woods Stormwater Improvements

#77018

SMAC #TM-04-006

City of Leawood

CONTRACT AGREEMENT
PATRICIAN WOODS (12600 DELMAR) STORMWATER IMPROVEMENTS
SMAC PROJECT TM-04-006

THIS AGREEMENT, made and entered into this _____, 20___, by and between the City of Leawood, Kansas, as party of the first part, and hereinafter termed the "Owner", and **Wiedenmann, Inc.** party of the second part, hereinafter termed in this agreement, "The Contractor",

WITNESSETH:
THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the Work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed bid proposals for furnishing materials, labor and equipment for, and in connection with, the construction of the PATRICIAN WOODS (12600 DELMAR) STORMWATER IMPROVEMENTS SMAC PROJECT TM-04-006 includes: pavement removal, curb removal, excavation and compaction, grading, curb replacement, paving, storm sewer removal and replacement, sanitary sewer replacement, sod, tree and shrub removal and replacement, and other construction.

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the bid proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for constructing said street improvements, and has duly awarded to the said Contractor, a contract therefore for the sum or sums named in the bid proposal attached to, 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 to these present have agreed and hereby agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or their executors and administrators, as follows:

ARTICLE 1. That the Contractor will furnish at its own cost and expense all labor, tools, equipment and materials required, and construct and complete in good first-class and workmanlike manner the Work as designated, described and required by the Plans, Specifications and Bid Proposal as being included in, and covered by, the following items of the said Bid Proposal, to wit:

Items 1.01-6.00

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Bid Proposal and other specified contract documents on file, all of which the contract documents form the Contract and are as fully a part thereof 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 State of Kansas.

ARTICLE II. That 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 **NINE HUNDRED THIRTY-SEVEN THOUSAND, NINE HUNDRED NINTY-FIVE DOLLARS AND NO CENTS ($937,995.00)** for all Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor will commence work on a date to be specified in a written order form from the Owner, and will complete all work covered by this contract by **October 1, 2019**.

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 or sureties; and [3] Contractor's insurance carrier[s] and surety or sureties agree to be bond as specified in this Contract, in the Contract Documents, as set forth in the insurance policy or policies 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 in 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.

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

IN WITNESS WHEREOF, the City of Leawood, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed **FOUR (4)** counterparts of this contract in the prescribed form and manner, the day and year first above written.

PARTY OF THE FIRST PART

CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

_____

Peggy J. Dunn, Mayor

ATTEST:

_____

Debra Harper, CMC, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____

Patricia A. Bennett, City Attorney

PARTY OF THE SECOND PART (CONTRACTOR)

Wiedenmann, Inc.

Printed Name of Company

By Susan Wiedenmann

SUSAN WIEDENMann

President/Treasurer

Title

950 N. Scott

Street Address

Belton, MO 64012

City, State, Zip Code

(816) 322-1125

Telephone No.

WIEDINC-02 SMCCONNAUGHE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Robert E Miller Group
6363 College Blvd., Suite 400
Overland Park, KS 66211

OCC LIC. # 002602

CONTACT NAME:
PHONE (A/C, No, Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1634
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty	13021
INSURER B : Accident Fund Insurance Co.	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wiedenmann, Inc.
P.O. Box 245
Belton, MO 64012

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			60354637	12/1/2018	12/1/2019	EACH OCCURRENCE	$ 1,000,00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,00
							MED EXP (Any one person)	$ 5,00
							PERSONAL & ADV INJURY	$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,00
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,00
	OTHER:						EMPL BEN AGG	$ 2,000,00
A	AUTOMOBILE LIABILITY			60354637	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			60354637	12/1/2018	12/1/2019	EACH OCCURRENCE	$ 2,000,00
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,00
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV6025875	12/1/2018	12/1/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,00

RECEIVED
APR - 9 2019
PUBLIC WORKS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Patrician Woods (12600 Delmar) Stormwater Improvements SMAC Project TM-04-006

City of Leawood, Kansas is an additional insured as respects to General Liability, as required by written contract.

CERTIFICATE HOLDER

City of Leawood, Kansas
4800 Town Center Drive
Leawood, KS 66211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Staff Review

7.K.

Fact Sheet

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

April 15, 2019

DISCUSSION

The attached Encroachment Agreement is an "Exhibit C" to the Reimbursement Agreement with Magellan Pipeline Company, L.P.. The Reimbursement Agreement was previously sent to Council on March 18, 2019, and approved by the City; however the "Exhibit C" was still in the works and not copied with that portion. The Agreement in its entirety (with all exhibits listed (A, B, C) is necessary in order to relocate the Magellan 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 reimburses Magellan for their costs.

Contract documents have been delivered to Magellan with the exception of this Encroachment Agreement-(Exhibit C to Reimbursement Agreement). 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 Encroachment Agreement-(Exhibit C to Reimbursement Agreement) with Magellan Pipeline Company, L.P. and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

ACTION TO BE TAKEN

Approve Encroachment Agreement-Exhibit C to Reimbursement 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

FUND SOURCES

Project Number 80129

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN THE CITY AND MAGELLAN PIPELINE COMPANY, L.P., PERTAINING TO THE UTILITY RELOCATION OF THE MAGELLAN PIPELINE FOR THE 143RD STREET IMPROVEMENT PROJECT, FROM WINDSOR TO KENNETH ROAD [PROJECT #80129]

WHEREAS, Magellan Pipeline Company, L.P. ("Magellan") has a pipeline easement in the area of 143rd Street;

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

WHEREAS, Magellan requires the City enter into an Encroachment Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Encroachment Agreement between City and Magellan, 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 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

(Drafted by & when filed return to: Magellan Pipeline Company, L.P., P. O. Box 22186, MD 27-4 (S. Guthrie), Tulsa, Oklahoma 74121-2186, 918/574-7350.)

ENCROACHMENT AGREEMENT – (Exhibit C to Reimbursement Agreement)

This Encroachment Agreement ("**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P., a duly-organized Delaware limited partnership, whose address is P.O. Box 22186, Tulsa, Oklahoma, 74121-2186, (hereinafter called "**Magellan**"), and the City of Leawood, Kansas, a duly-organized Kansas municipal corporation, whose address is 4800 Town Center Drive, Leawood, Kansas 66211, (hereinafter called "**City**").

WITNESSETH:

WHEREAS, Magellan is the owner of certain pipelines, pipeline facilities and appurtenances (hereinafter referred to as the "**Magellan Facilities**") and easement rights therefor (hereinafter referred to as "**Magellan's Easement**", whether or not such rights were granted in one or more documents or acquired by operation of law). The land covered by Magellan's Easement includes portions of the SW/4 and SE/4 of Section 34, Township 13 South, Range 25 East, Johnson County, Kansas, which land (hereinafter referred to as "**Magellan's Easement Tract**") is described by the following-specified, Magellan-owned instruments:

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 along 143rd Street in a project described by the City as its "143rd Street – Windsor to Kenneth Project" (which such project is hereinafter referred to as the "**City's Project**"), and as a part of this project the City would like to construct a number of improvements in Magellan's Easement; and

WHEREAS, for the purposes of this Agreement, an "**Encroachment**" is defined as any use of the land within Magellan's Easement Tract by someone other than Magellan, which could interfere with Magellan's Easement or could create operational and/or safety concerns related to Magellan's Facilities as more fully described in Magellan's *General Encroachment Requirements* as set forth in attached ***Exhibit "A"*** and incorporated herein by reference. For purposes of this Agreement, City shall be deemed to be an "Owner" as that term is used in ***Exhibit "A"***. **Magellan does not permit or authorize any Encroachments unless specifically approved in a written agreement identifying all Approved Encroachments, as hereinafter defined**; and

WHEREAS, City desires to obtain Magellan's consent for one or more Encroachments on Magellan's Easement Tract.

NOW, THEREFORE, in consideration of the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Magellan, subject to the following terms and provisions, hereby consents to the Encroachments described below in this Agreement, as limited pursuant to ***Exhibit "B"*** attached hereto and incorporated herein ("**Approved Encroachments**"). ***Exhibit "B"*** consists of the following specified plan drawings, which were furnished by City to Magellan ("**Plan Drawings**"):

1. Plan and Profile Drawings – 143rd Windsor to Kenneth, City of Leawood, Kansas, Drawing Numbers 19 – 31, by Burns & McDonnell; and

2. 143rd Street Lighting Plan Stationing 117+00 to Stationing 129+00 – 143rd Windsor to Kenneth, City of Leawood, Kansas, Drawing Number 110, by Burns & McDonnell; and

3. 143rd Street Lighting Plan Stationing 129+00 to Stationing 141+00 – 143rd Windsor to Kenneth, City of Leawood, Kansas, Drawing Number 111, by Burns & McDonnell; and

4. 143rd Street Lighting Plan Stationing 141+00 to Stationing 153+00 – 143rd Windsor to Kenneth, City of Leawood, Kansas, Drawing Number 111, by Burns & McDonnell.

TERMS AND PROVISIONS

1. **Approved Encroachments.** The Approved Encroachments, as further identified, described and limited in the Plan Drawings as set forth in ***Exhibit "B"***, are limited to the following:

(a). 30" RCP - The City's Project proposes to cross Magellan's Easement Tract with a reinforced concrete pipe for storm water. The new storm sewer pipe will be placed over the newly relocated pipeline and is to have a minimum of 3.5 feet of separation. This is to take place in the vicinity of Magellan Engineering Stationing 371+88.

(b). Curb Inlet - The City's Project proposes to cross Magellan's Easement Tract with a new curb inlet to capture storm water. The drop inlet will be placed in Magellan's Easement Tract approximately nine (9) feet from Magellan's pipeline in the vicinity of Magellan Engineering Stationing 372+43.

(c). Curb Inlet - The City's Project proposes to cross Magellan's Easement Tract with a new curb inlet to capture storm water. The drop inlet will be placed in Magellan's Easement Tract approximately eleven (11) feet from Magellan's pipeline in the vicinity of Magellan Engineering Stationing 378+50.

(d). Curb Inlet - The City's Project proposes to cross Magellan's Easement Tract with a new curb inlet to capture storm water. The drop inlet will be placed in Magellan's Easement Tract approximately eleven (11) feet from Magellan's pipeline in the vicinity of Magellan Engineering Stationing 382+71.

(e). Curb Inlet - The City's Project proposes to cross Magellan's Easement Tract with a new curb inlet to capture storm water. The drop inlet will be placed in Magellan's Easement

Tract approximately 11.5 feet from Magellan's pipeline in the vicinity of Magellan Engineering Stationing 386+92.

(f). Retaining Wall – The City's Project will construct a new retaining wall that will tie into the new box culvert that is to be built for the creek crossing. The wall will be constructed from approximately Magellan Engineering Station Number 387+32 to 390+30. The retaining wall will be constructed over the top of and along Magellan's relocated pipeline.

(g). Three Cell Reinforced Concrete Box – The City's Project proposes to construct a new three cell RCB for the creek crossing from approximately Magellan Engineering Station Number 390+30 to 390+73. The RCB will be constructed over the relocated pipeline.

(h). 36" RCP and Drop Inlet – The City's Project proposes to cross Magellan's pipeline with a reinforced concrete pipe and an associated drop inlet for storm water. The new storm sewer pipe will be placed over the newly relocated pipeline and is to have twenty-one feet (21') of separation. The crossing will be in the vicinity of Magellan Engineering Station Number 391+69.

(i). Ten Foot (10') Sidewalk – The City's Project proposes to construct a ten-foot wide (10') sidewalk that will be directly over the top of Magellan's Facilities and within Magellan's Easement Tract. The sidewalk is to be a six-inch thick bituminous mix. The sidewalk will be over Magellan's Facilities from the beginning of the City's Project at the west end until approximately Magellan Engineering Station #387+50. The sidewalk will then exist within the Magellan Easement Tract from approximately Magellan Engineering Station #387+50 to the intersection of Kenneth Road.

(j). Two Foot (2') Tall Earthern Berm – The City's Project proposes to construct a two-foot tall earthern berm parallel within Magellan's Easement Tract and partially over Magellan's Facilities. The berm will be constructed starting near Magellan Engineering Station #392+00 and will extend east to just short of the intersection of Kenneth Road.

(k). Street Lights and Electrical Conduit – The City's Project will place several street lights and a 2" electrical conduit inside of the Magellan Easement Tract. The following Magellan station number locations will have new street lights.

366+98 – Street light will be approximately three feet (3') away from Magellan's Facilities.

371+20 – Street light will be approximately eleven feet (11') from Magellan's relocated pipeline. In between Station 371+20 and 375+40, the two-inch conduit will be approximately seven feet (7') from Magellan's relocated pipeline.

375+40 – Street light will be approximately eleven feet (11') from Magellan's relocated pipeline. In between Stations 371+20 and 375+40, the two-inch conduit will be approximately seven feet (7') from Magellan's relocated pipeline.

379+60 – Street light will be approximately thirteen feet (13') from Magellan's relocated pipeline. In between Stations 375+40 and 379+60, the two-inch conduit will be approximately eight feet (8') from Magellan's relocated pipeline.

381+02 – A new electrical junction box will be approximately eleven feet (11') from Magellan's relocated pipeline.

383+80 – Street light will be approximately eleven feet (11') from Magellan's relocated pipeline.

388+00 – Street light will be approximately eight feet (8') from Magellan's relocated pipeline.

2. **No Other Encroachments.** Except for the Approved Encroachments, City shall not create, erect, place or construct any other Encroachment on, above or below the surface of the ground on Magellan's Easement Tract, or change the grade or elevation of the ground surface within Magellan's Easement Tract or at any time plant or allow any trees thereon or cause or permit any of these to be done by others, without the express prior written permission of Magellan.

3. **Magellan Project Review and On-Site Representative.** City shall notify Magellan a minimum of 48 hours in advance of any proposed Encroachment activities on Magellan's Easement Tract so that Magellan may arrange to have a representative present. At Magellan's option and at City's sole cost and expense, Magellan's company representative or hired inspector may be on site during all Encroachment activities within ten feet (10') of the Magellan Facilities to confirm that no damage occurs to the Magellan Facilities. City hereby agrees that should an inspector be hired by Magellan to be onsite, the City will be responsible for the contracted six-day rate as well as a contracted per diem rate on day seven of each week they are present representing Magellan. The presence of Magellan's representative or any verbal instructions given by such representative shall not relieve City of any liability or obligation under this Agreement, and will not change the terms of Magellan's Easement or this Agreement, which may

only be changed by written agreement by authorized representatives of City and Magellan. If pipeline, coating, cathodic protection and/or any other repair of Magellan Facilities is required by Magellan or if the safety of the Magellan Facilities is jeopardized, in Magellan's sole judgment, City shall stop all construction activities on Magellan's Easement Tract until said repairs are completed or until any unsafe construction practices are resolved to the satisfaction of Magellan's on-site representative. The City also agrees to reimburse Magellan for all costs and expenses incurred by Magellan in connection with its review of all drawing and field data provided by City in order to accommodate the Approved Encroachments associated with the City's Project.

4. **Protection of Magellan Facilities.** City shall protect the Magellan Facilities if excavating and backfilling become necessary within Magellan's Easement Tract. If excavating within 2 feet of any Magellan pipeline or when otherwise deemed necessary by Magellan's on-site representative, City shall perform any necessary digging or excavation operations by hand digging.

5. **Heavy Equipment Crossings**. All construction equipment that will need to be on Magellan's Easement Tract will have to be analyzed and approved by Magellan prior to being allowed. **Magellan's Easement Tract shall not be used for staging construction equipment.**

6. **Insurance.** City shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this Agreement insurance coverage described below with insurance companies acceptable to Magellan for work performed related to the construction of the Approved Encroachments. All costs and deductible amounts will be for the sole account of the City or its contractors and subcontractors. Prior to commencing any activities related to the construction of the Approved Encroachments, the City must deliver to Magellan certificate(s) of insurance. Non-renewal or cancellation of policies must be effective only after Magellan receives written notice from the insurance company thirty (30) days in advance of such non-renewal or cancellation. The limits set forth below are minimum limits and will not be construed to limit the City's liability:

(a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of $1,000,000.

(b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of $5,000,000 each occurrence and project specific annual

aggregates of $5,000,000. Coverage must include premises/operations, independent contractors, blanket contractual liability, and products/completed operations coverage, broad form property damage, personal injury, and sudden and accidental pollution; such coverage must be maintained for two (2) years following completion of work activities related to the construction of the Approved Encroachments. Magellan, its affiliated companies, and its and their respective directors, officers, partners, members, shareholders, employees, agents and contractors shall be included as additional insureds.

(c) In each of the above policies, the City, its contractors and subcontractors agrees to waive and will require its insurers to waive any rights of subrogation or recovery either may have against Magellan and its affiliated companies.

(d) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the City or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, such requirements, insolvency, bankruptcy or failure will not be held to waive any of the provisions hereof.

(e) In the event of a loss or claim arising out of or in connection with the construction of the Approved Encroachments, City agrees, upon request of Magellan, to submit a certified copy of its insurance policies for inspection by Magellan.

(f) The City shall require all of its contractors and subcontractors for work related to the construction of the Approved Encroachments to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (c) above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of the City.

7. To the extent allowed by law, City agrees to reimburse Magellan, its affiliated companies, and its and their directors, officers, partners, employees, agents and contractors for any and all environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees), fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from City's breach of this Agreement or caused by or as a result of the construction, use, maintenance, existence or removal of the Approved Encroachments or Other Encroachments, as hereinafter defined, located on the Magellan Easement Tract. The presence of Magellan's representative or any instructions given by such representative will not relieve City of any responsibility under this Agreement, except to the extent that such liability results from

Magellan's or its representative's gross negligence or willful misconduct.

8. **Damage or Loss.** City covenants and agrees that:

(a) If at any time, in the sole opinion of Magellan, it becomes necessary for Magellan to cross, occupy, utilize, move or remove all or portions of the Approved Encroachments placed on Magellan's Easement Tract or constructed pursuant to this Agreement, for any purpose, including but not limited to surveying, constructing new facilities, maintaining, inspecting, operating, protecting, repairing, replacing, removing or changing the size of a pipeline(s) and appurtenances on Magellan's Easement Tract, and such actions or activities by Magellan result in damage to or destruction of the Approved Encroachments, then repair, replacement or restoration of such Approved Encroachments shall be at the sole cost and responsibility of City, except to the extent that such damage, destruction or loss is caused by the gross negligence or willful misconduct of Magellan, its employees, agents or contractors.

(b) If at any time, any Encroachments belonging to or permitted by City which are not authorized by this or another written agreement ("**Other Encroachments**") are found to be on Magellan's Easement Tract, Magellan may at any time request City to remove such Other Encroachments, and if City refuses or fails to do so within a reasonable time, Magellan may remove them from Magellan's Easement Tract to City's Land at City's expense, unless they are allowed to remain by a written agreement between Magellan and City. Should such removal activities by Magellan result in damage to or destruction of the Other Encroachments, then repair, replacement or restoration of such Other Encroachments shall be at the sole cost and responsibility of City, and such Other Encroachments may not be repaired, replaced or rebuilt on Magellan's Easement Tract without a written agreement between Magellan and City.

(c) If at any time the Approved Encroachments or Other Encroachments, if any, are damaged, destroyed or suffer loss of value, City agrees to release Magellan, its affiliated companies, and its and their directors, officers, partners, employees, agents and contractors from any and all liabilities, claims, costs and expenses which may arise as a result of such damage, destruction or loss, except to the extent that any such damage to or destruction or loss of an Approved Encroachment is caused by the gross negligence or willful misconduct of Magellan, its employees, agents or contractors.

9. **Magellan Rights.** Magellan and City agree that the existence of the Approved Encroachments or this Agreement does not constitute a waiver of Magellan's rights under Magellan's Easement. Magellan hereby reserves all of Magellan's rights, title and estate as set

forth in Magellan's Easement.

10. **Successors and Assigns**. The terms and conditions of this Agreement will constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors, assigns and grantees. This Agreement shall become effective upon its complete execution by the parties hereto.

11. **Notices**. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing or confirmed in writing and shall be deemed to have been given if delivered by hand or by recognized courier service or if transmitted by facsimile (with confirmed receipt thereof):

(a) If to **City**, to:

City of Leawood
Attn: David Ley
4800 Town Center Drive
Leawood, Kansas 66211
Phone: 913-663-9131

(b) If to **Magellan**, to:

Magellan Pipeline Company, L.P.
Attn: Tonya Cape
13424 W 98th Street
Shawnee Mission, KS 66215
Phone: 913-310-7740

or such other person or address as a one party hereto may furnish in writing to the other party.

12. **Law**. This Agreement is made subject to the laws of the State of Kansas, excluding those governing choice of law. This Agreement shall become effective upon its complete execution by the parties hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

MAGELLAN PIPELINE COMPANY, L.P.
By: Magellan Pipeline GP, LLC, its general partner

By: _____

Name: _____

Title: _____
Authorized Signatory for Company

Date: _____, 2019

CITY OF LEAWOOD, KANSAS

By: _____

Title: _____

Date: _____

ATTEST:

_____

Title: _____

Approved As To Form:

_____

Title: _____

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this _____day of _____, 2019 personally appeared_____, to me personally known to be the Authorized Signatory for **MAGELLAN PIPELINE GP, LLC**, a Delaware limited liability company, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

Before me the undersigned a Notary Public in and for the County aforesaid on the _____ day of _____, 2019, personally appeared _____, who being by me duly sworn, did say that he/she is _____ of the **CITY OF LEAWOOD**, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who executed the within and foregoing instrument on behalf of said municipal corporation and he/she duly acknowledged said instrument to be the free act and deed of said municipal corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: April 15, 2019
REPORT WRITTEN: March 27, 2019

MANFIELD MULTI-TENANT BUILDING – REQUEST FOR APPROVAL OF A REVISED FINAL PLAN – Located south of 103rd Street and west of State Line Road – Case 20-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 20-19 Manfield Multi-Tenant Building – request for approval of a Revised Final Plan, with the following stipulations:

1. The project is limited to painting the sides and rear of the building (north, south and west elevations) of the Manfield building gray with black trim, and the planting of 12 Spartan Junipers along the west property line. The front of the building will remain the existing unpainted red brick.
2. Trees along the western property line shall be planted to screen the building from the properties to the west.
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/contractor is Gordon Rock with KCPMG Inc.
- The property is owned by Why Not Now KS LLC.

REQUEST:

- The applicant is requesting approval to paint the sides and back of the building to gray. Currently it is painted a light beige. The front of the building will remain unpainted red brick.
- The applicant is also proposing to plant 12 Spartan Junipers along the western property line to help screen the building from the homes to the west.
- No other changes are proposed with this application.

ZONING:

- The property is currently zoned BP (Planned Business Park).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

LOCATION:

SURROUNDING ZONING:

- North — Directly north is Jiffy Lube, zoned SD-CR (Planned General Retail). Across 103rd Street is the Wells Fargo Bank, zoned SD-NCR (Planned Neighborhood Retail)
- South — Directly south are buildings, zoned BP (Planned Business Park).
- East — Directly east of State Line road is a natural area that leads into the City of Kansas City.
- West — Directly west of the site is the residential subdivision Leawood Estates, zoned R-1 (Planned Single Family Low-Density Residential).

ELEVATIONS:

- The existing multi-tenant building is composed of concrete masonry units on the sides and back, and a red brick facade.
- The applicant is proposing to paint the sides and rear of the building gray (Sherwin Williams Fashionable Gray) with a black trim (Sherwin Williams "Black of Night"). Currently the building is painted a light beige. No other changes are proposed.
- The existing building is a multi-tenant building divided into multiple tenant spaces. Four (4) tenant entrances into the building are shown on the east elevation. Two (2) of these entries are at grade, and two (2) are raised and accessed by brick steps.
- Along the east façade of the building is an existing parking lot with seven (7) parking spaces, two (2) of which are ADA spaces.

SIGNAGE:

- No signage is proposed with this application.

LIGHTING:

- No changes are proposed to the lighting with this application.

LANDSCAPING:

- Prior to the filing of this application, the existing trees along the western property line that helped to screen the residential properties from the site were removed. The applicant is proposing to replace the trees that were removed to recreate the screening that once existed.
- The applicant is proposing to plant 12 Spartan Juniper trees along the western property line along the west of the proposed retaining wall.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAN FOR THE MANFIELD MULTI-TENANT BUILDING, LOCATED SOUTH OF 103RD STREET AND WEST OF STATE LINE ROAD. (PC CASE 20-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plan to paint the exterior of a building and add landscaping;

WHEREAS, such request for approval was presented to the Planning Commission on March 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 painting the sides and rear of the building (north, south and west elevations) of the Manfield building gray with black trim, and the planting of 12 Spartan Junipers along the west property line. The front of the building will remain the existing unpainted red brick.
2. Trees along the western property line shall be planted to screen the building from the properties to the west.
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 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

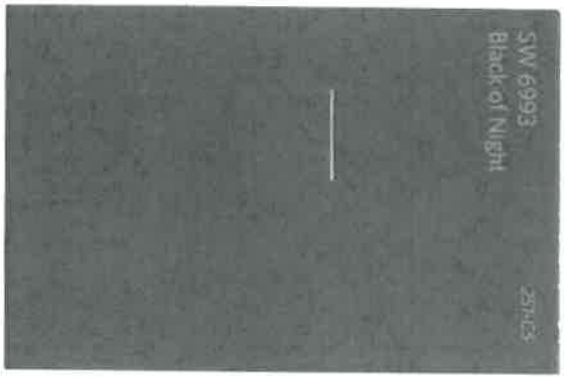
_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____

Andrew K. Hall, Assistant City Attorney

10308 Paint Render



Body Color

Sherwin Williams Super Paint
SW 6275
Fashionable Gray

Trim Color

Sherman Williams Emerald Urethane
SW 6993
Black of Night

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:	April 15, 2019
Date of Memo:	March 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 M

City of Leawood Governing Body Staff Report

MEETING DATE: April 15, 2019
REPORT WRITTEN: March 27, 2019

TOWN CENTER PLAZA – AMERICAN CENTURY INVESTMENTS – REQUEST FOR APPROVAL OF A REVISED FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE – Located south of Town Center Drive and west of Roe Avenue – Case 21-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 21-19, Town Center Plaza – American Century Investments – request for approval of a Revised Final Plan for changes to the façade of a tenant space, with the following stipulations:

1. The project is limited to changes to alter the north, south and west facades of the existing building, including a new storefront to match the existing storefront on the building and addition of windows to the north and west elevations.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. A Building Permit from the City of Leawood Community Development department shall be obtained prior to construction.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None

APPLICANT:

- The applicant/architect is Andres Alfaro with Helix Architecture and Design
- The property is owned by ENJ Holdings NO. 2, L.L.C.

REQUEST:

- The applicant is requesting approval of a Revised Final Plan to alter the north, south and west facades of the existing building, including exterior mullions of the existing storefront facing south, and addition of windows on the north and west elevations of the building.
- 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.

LOCATION:

SURROUNDING ZONING:

- North — Directly north of Town Center Drive is the City of Leawood City Hall, zoned RP-4 (Planned Apartment Residential District) and the mixed use development Park Place, zoned MXD (Mixed Use).
- South — 119th Street is the retail shopping center Hawthorne Plaza, located within the city of Overland Park.
- East — Directly east of Roe Avenue is the retail shopping center Camelot Court, zoned SD-CR (Planned General Retail).
- West — Directly west is Roe Avenue and Hawthorne Plaza, a retail development within Overland Park, Kansas.

SITE PLAN:

- The tenant space is located within a multi-tenant out parcel at the northeast corner of the retail development, Town Center Plaza, in between the Hereford House to the west and Central Bank of the Midwest to the east.
- The building is currently split internally into multiple tenant spaces. The western half of the building is occupied by American Century Investments. The other half of the building is currently empty retail space and Sprint.
- The building is currently surrounded on the north and south sides by parking spaces. To the east of the building is an entry drive into the development from Town Center Drive. To the west of the building is a shared internal drive aisle.

ELEVATIONS:

- The applicant proposes to alter the storefront (south façade) by installing a new storefront window system with clear glass and dark bronze metal to match the existing storefront system of the building.

- The applicant is also proposing to install six (6) 2'x5'-6" windows along the west elevation and two (2) 6'x4' windows along the north elevation.
- No changes to exterior lighting are proposed.
- The existing fabric 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:

- There are no proposed changes to signage with this application.

LIGHTING:

- There are no proposed changes to lighting with this application.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE FOR TOWN CENTER PLAZA – AMERICAN CENTURY INVESTMENTS, LOCATED SOUTH OF TOWN CENTER DRIVE AND WEST OF ROE AVENUE. (PC CASE 21-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plan to make changes to the façade of a tenant space;

WHEREAS, such request for approval was presented to the Planning Commission on March 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 changes to alter the north, south and west facades of the existing building, including a new storefront to match the existing storefront on the building and addition of windows to the north and west elevations.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. A Building Permit from the City of Leawood Community Development department shall be obtained prior to construction.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

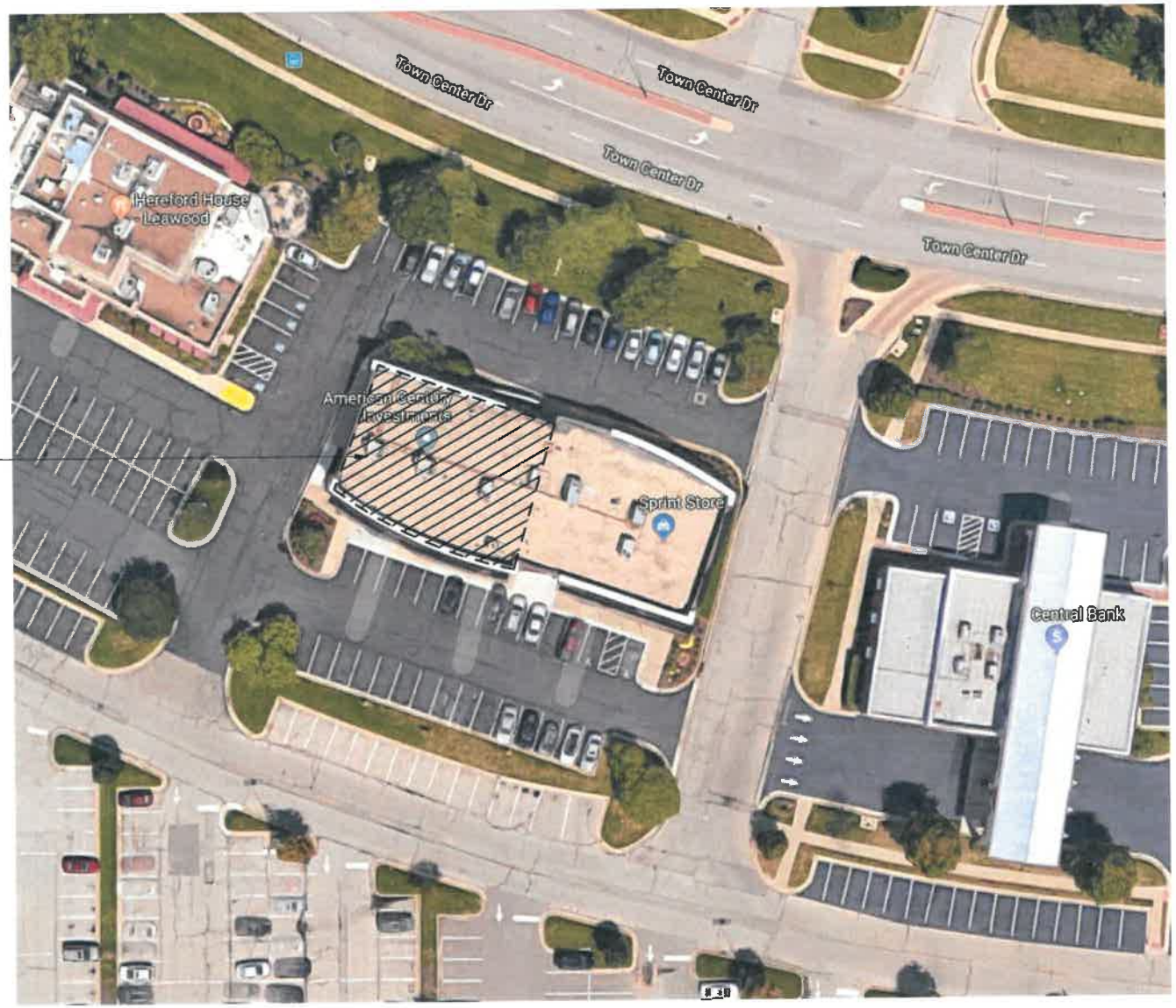
APPROVED AS TO FORM:

_____

Andrew K. Hall, Assistant City Attorney

VICINITY MAP

PROJECT LOCATION



PROJECT DESCRIPTION

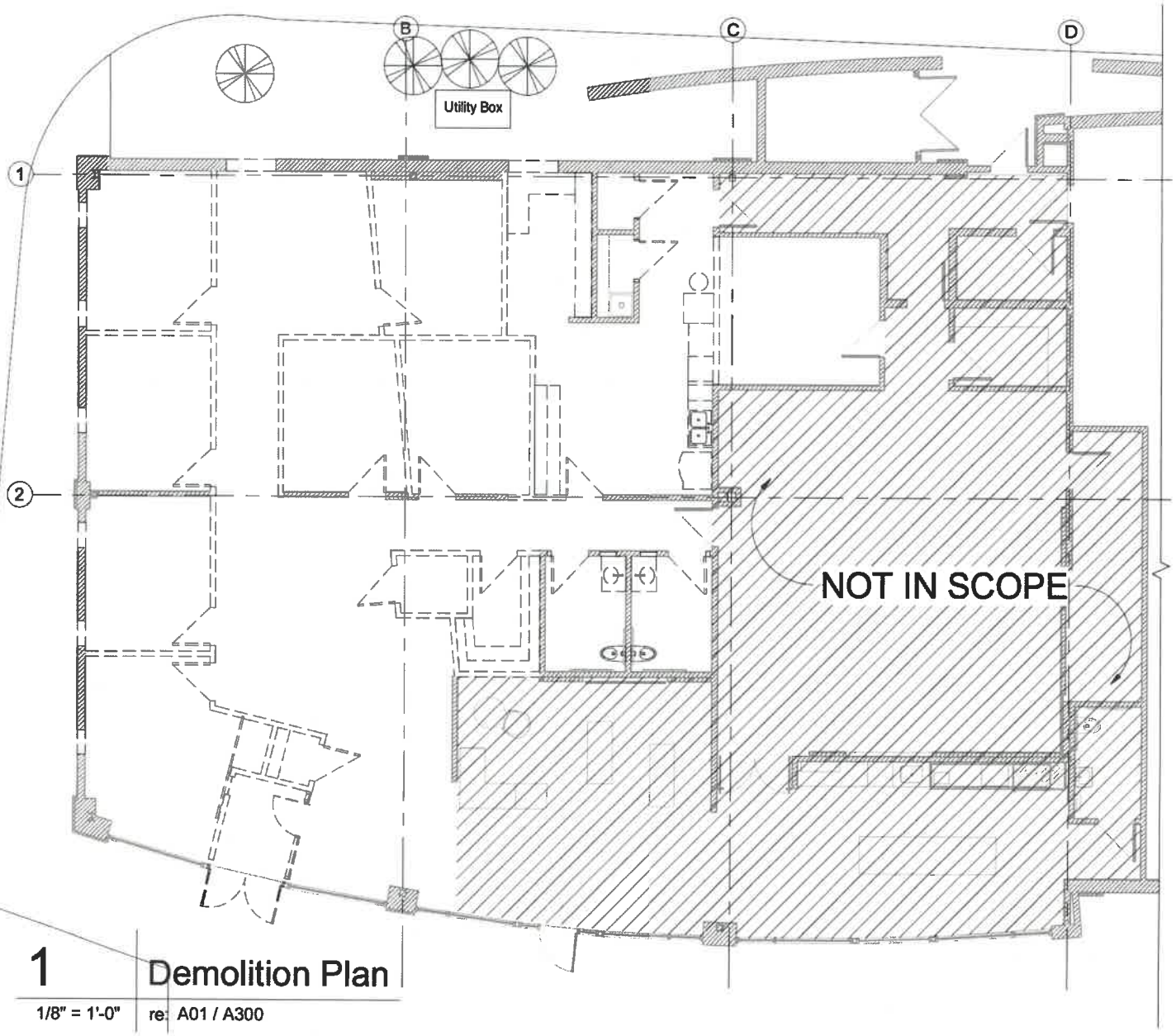
American Century Investments is doing a tenant finish renovation to the building lcoated at 4719 Town Center Dr Leawood, KS 66211. As part of this tenant finish renovation we are proposing the addition of 6 new windows on the east elevation and 2 new windows on the north elevation. See attached drawings for clarification. The new windows will be of the same material (dark bronze aluminum and clear glass) as the existing store front on the south side of the building.

helix.

REVISED PLAN - TENANT FINISH - AMERICAN CENTURY INVESTMENTS RENOVATION

1	Site Plan
1" = 50'-0"	re:

N

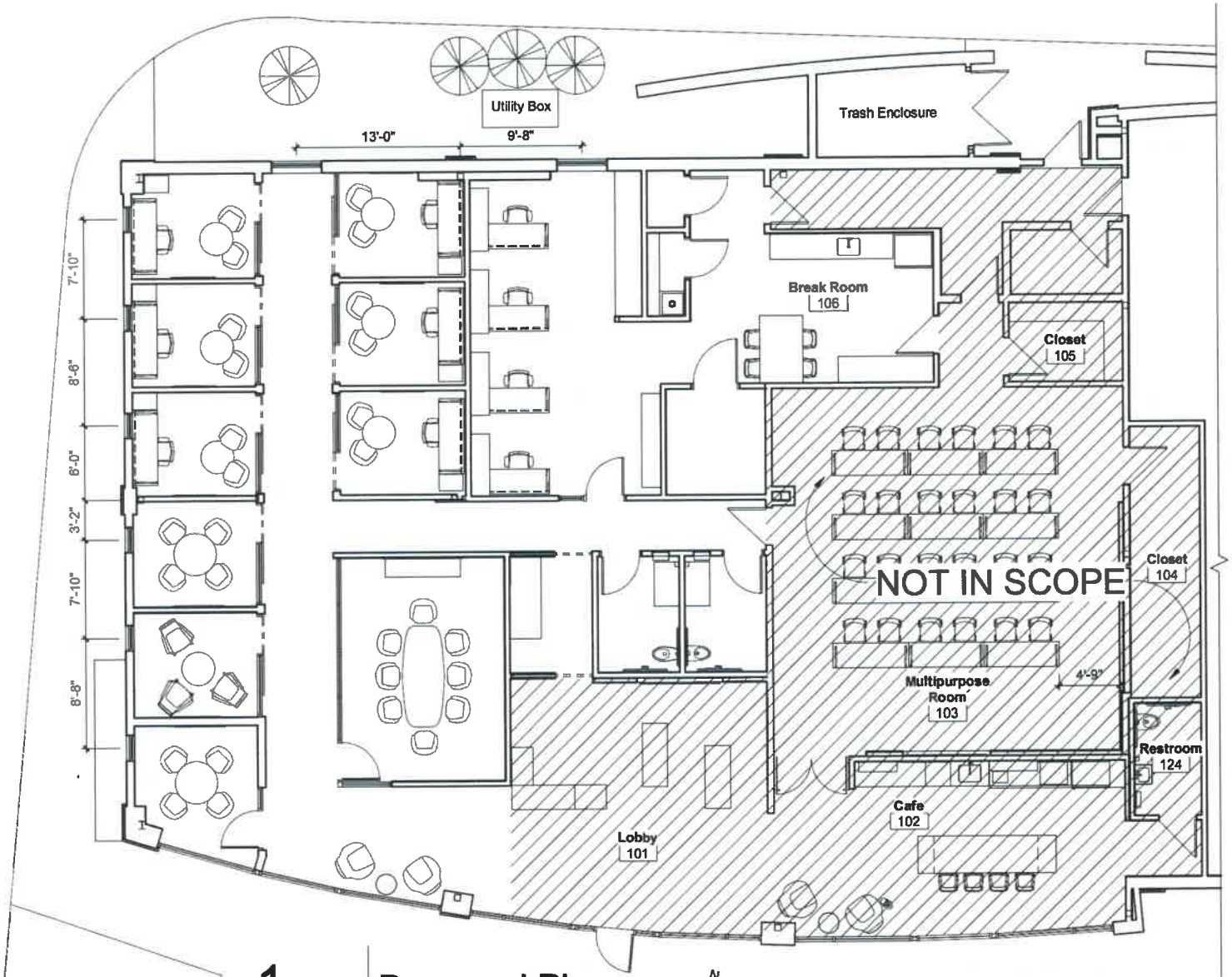


1 Demolition Plan

1/8" = 1'-0" re: A01 / A300

helix.

REVISED PLAN - TENANT FINISH - AMERICAN CENTURY INVESTMENTS RENOVATION



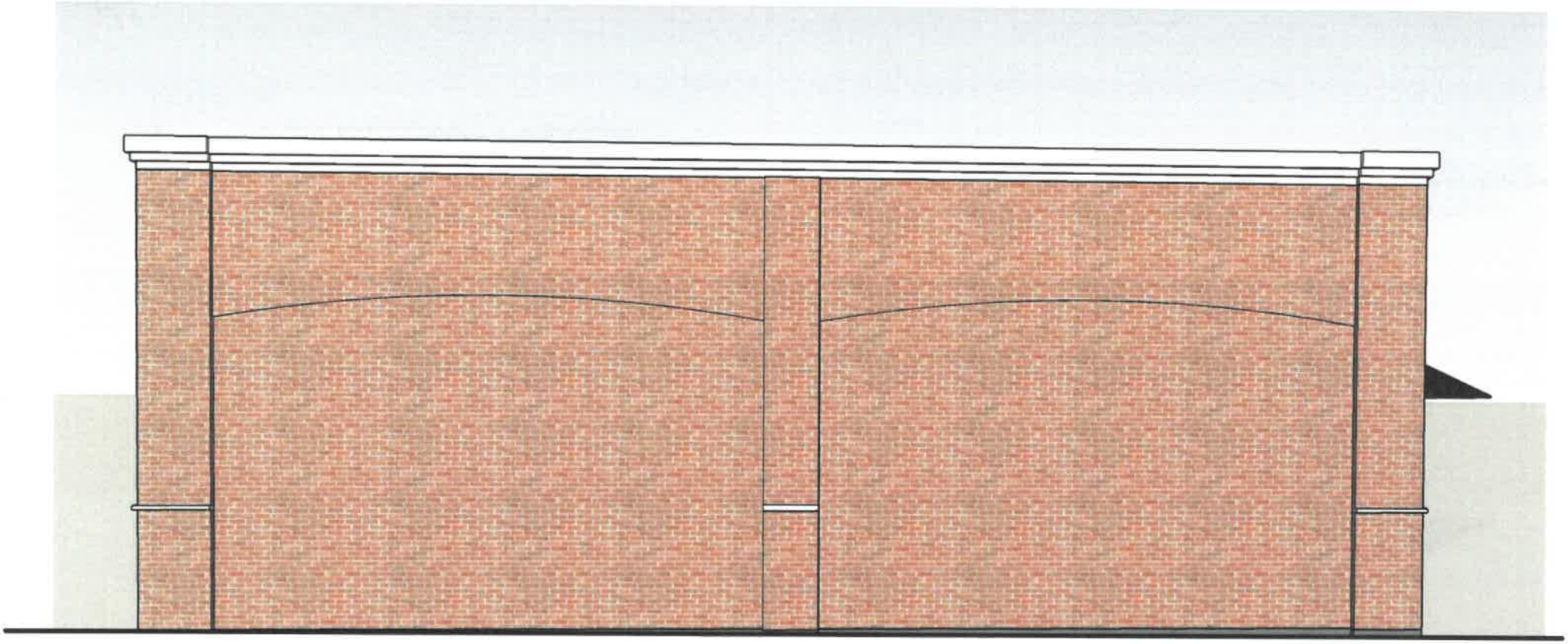
1 | Proposed Plan

1/8" = 1'-0" | re: A01 / A300

NOTE:
THERE IS NOT PROPOSED SITE WORK, ALL PROPOSED WORK IS PART OF AN INTERIOR TENANT FINISH RENOVATION

helix.

REVISED PLAN - TENANT FINISH - AMERICAN CENTURY INVESTMENTS RENOVATION

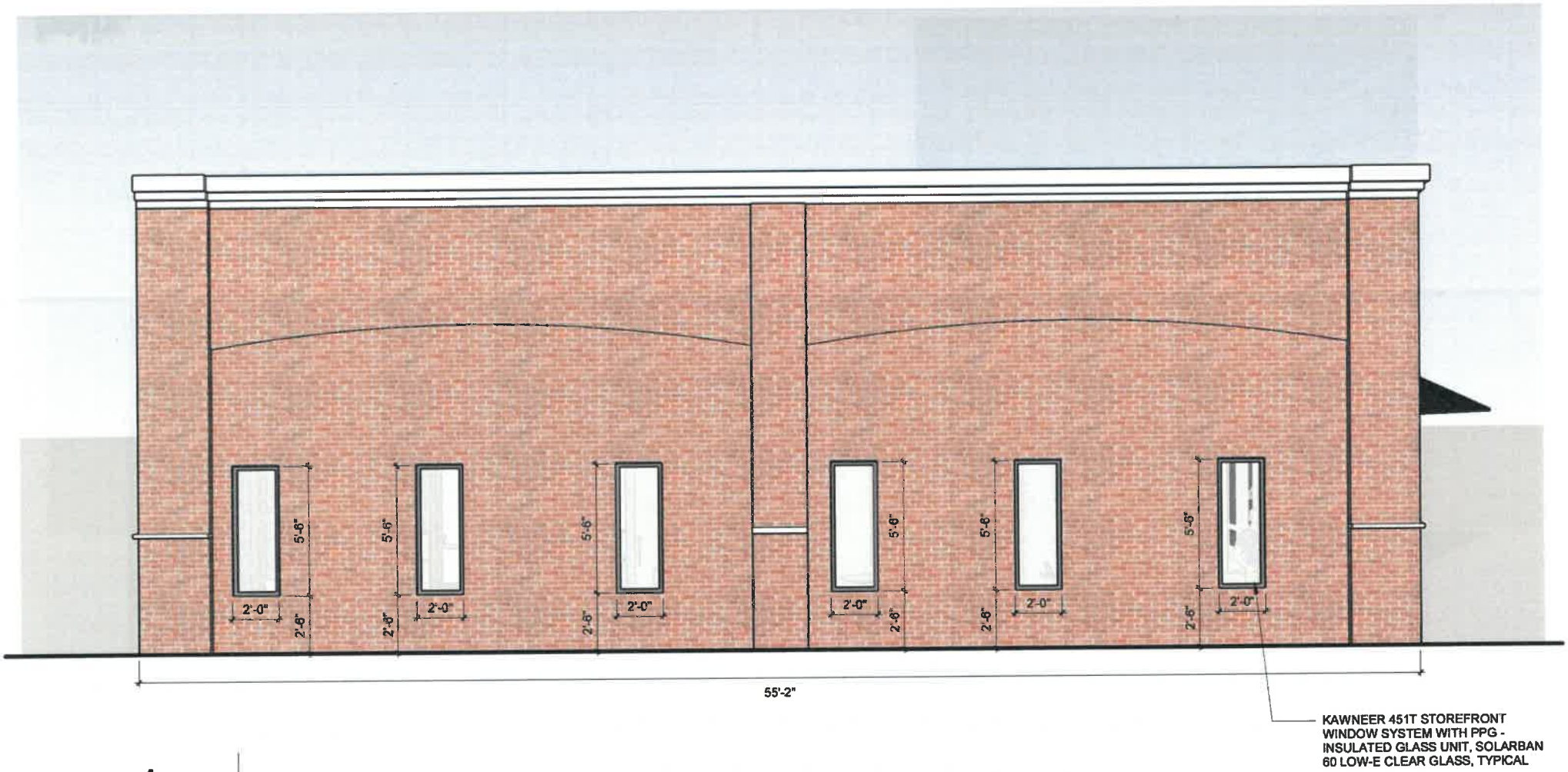


1 | Existing West Elevation

1/4" = 1'-0" | re:

EXISTING EAST ELEVATION - NTS

helix.

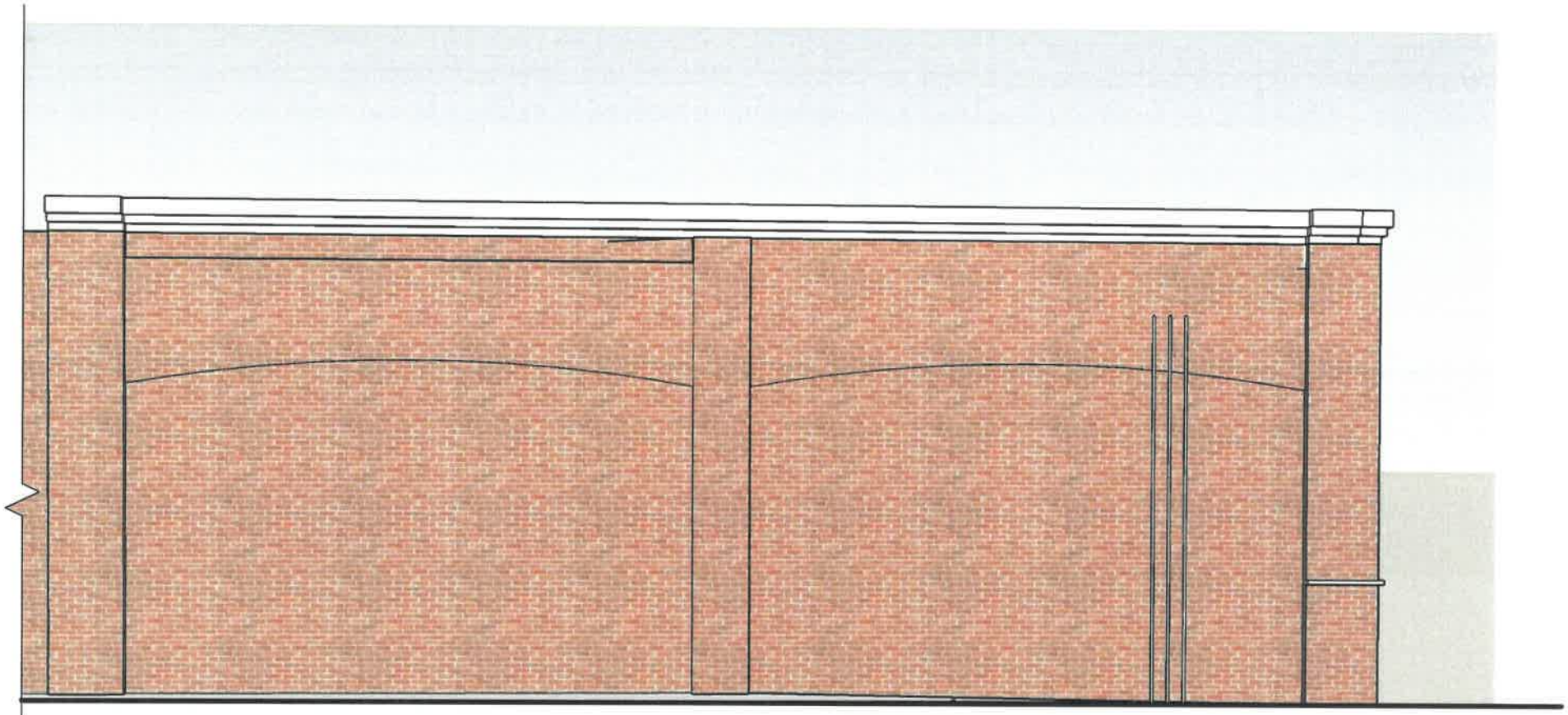


1 West Elevation - Proposed

1/4" = 1'-0" re:

helix.

REVISED PLAN - TENANT FINISH - AMERICAN CENTURY INVESTMENTS RENOVATION

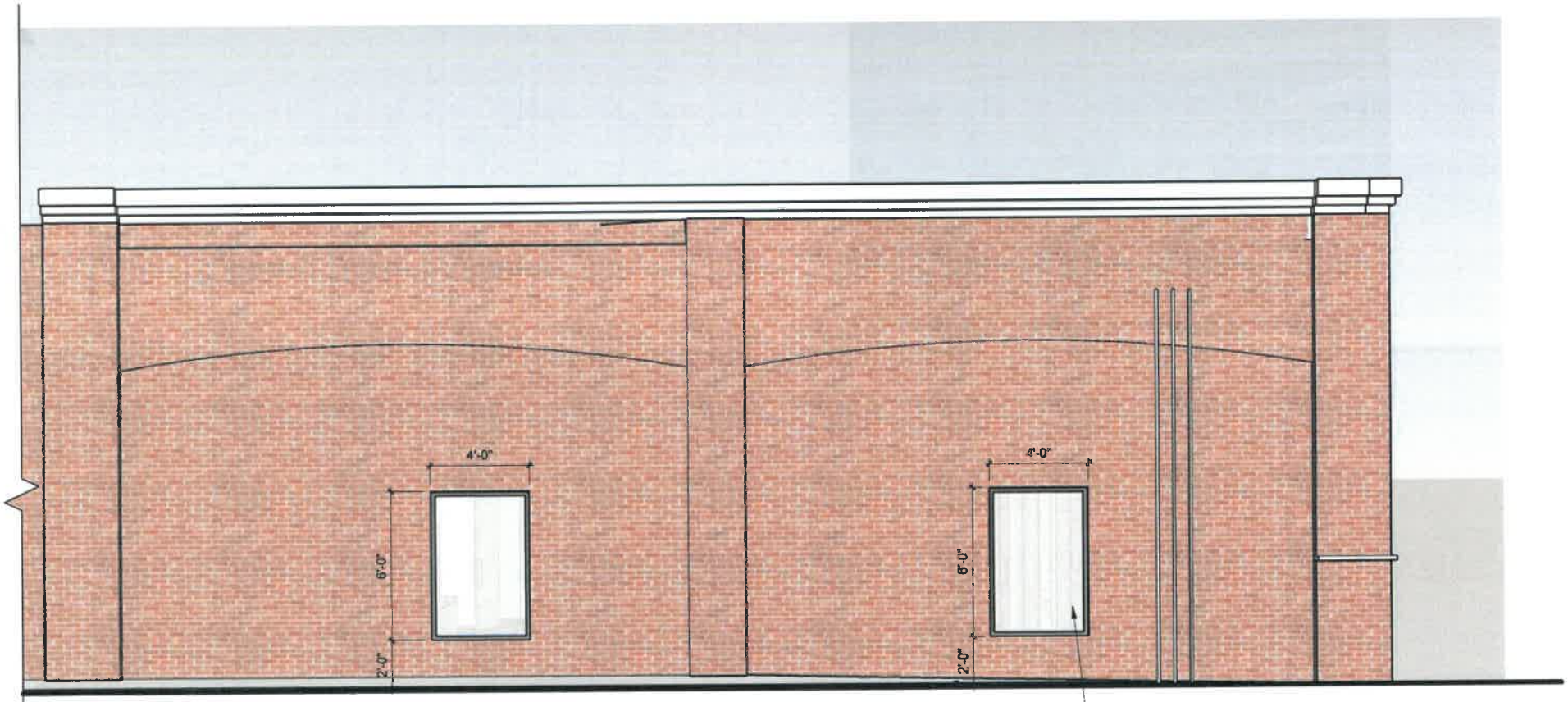


1 | Existing North Elevation

1/4" = 1'-0" | re:

EXISTING NORTH ELEVATION - NTS

helix.



KAWNEER 451T STOREFRONT WINDOW SYSTEM WITH PPG - INSULATED GLASS UNIT, SOLARBAN 60 LOW-E CLEAR GLASS, TYPICAL

1 North Elevation - Proposed

1/4" = 1'-0" re:

helix.

REVISED PLAN - TENANT FINISH - AMERICAN CENTURY INVESTMENTS RENOVATION

MATERIAL BOARD

PROPOSED WINDOWS TO MATCH DARK BRONZE FINISH OF EXISTING STOREFRONT AND CLEAR GLASS OF SOUTH ELEVATION

KAWNEER 451T STOREFRONT WINDOW SYSTEM WITH PPG - INSULATED GLASS UNIT, SOLARBAN 60 LOW-E CLEAR GLASS, TYPICAL

EXISTING BRICK TO REMAIN AS IS

helix.

REVISED PLAN - TENANT FINISH - AMERICAN CENTURY INVESTMENTS RENOVATION

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:	April 15, 2019
Date of Memo:	March 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: April 15, 2019
REPORT WRITTEN: March 27, 2019

TOWN CENTER PLAZA – POTTERY BARN KIDS (RETAIL: HOME GOODS) – REQUEST FOR APPROVAL OF A REVISED FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE – Located north of 119th Street and east of Nall Avenue – Case 22-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 22-19, Town Center Plaza – Pottery Barn Kids – request for approval of a Revised Final Plan for changes to the façade of a tenant space, with the following stipulations:

1. The project is limited to exterior painting, replacement of awnings, and the addition of a stone base to the façade of Pottery Barn Kids within the Town Center Plaza development.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. The exterior awnings shall not be vinyl coated and shall not be illuminated from underneath.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is Cortland Morgan Architects.
- The business is owned by William Sonoma, Inc.
- The property is owned by Leawood TCP, LLC.

REQUEST:

- The applicant is requesting approval of a Revised Final Plan to update the façade of Pottery Barn Kids within Town Center Plaza, including the painting of the building exterior, changing the existing aluminum storefront mullions from silver to black, replacing the existing blue awnings with black awning fabric, and adding a stone base to the front elevation.
- 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.

LOCATION:

SURROUNDING ZONING:

- North — Directly to the north of Town Center Plaza, zoned SD-CR, is W. 117th Street and Park Place, a mixed use development zoned MXD (Mixed Use District).
- South — Directly south of the property is the main parking lot within Town Center Plaza, followed by pad sites and 119th Street. Across 119th Street is Villa St. Joseph (assisted living), and Hawthorne Plaza (a regional shopping center), within the City of Overland Park, Kansas.
- East — Directly to the east of the property is William Sonoma (retail) and other retail tenants within the main center of the Town Center Plaza development, zoned SD-CR.
- West — West of the property is Brooks Brothers (retail), and other retail tenants within the main center of the Town Center Plaza development, zoned SD-CR.

SITE PLAN:

- The building is currently occupied by Pottery Barn Kids.
- The store is located on the western end of the main retail center within Town Center Plaza, adjacent to William Sonoma.
- The main entrance of Pottery Barn Kids is oriented to the south, facing a large parking lot within Town Center Plaza.

ELEVATIONS:

- Pottery Barn Kids is a one-story building with a façade consisting of brick, white plaster and storefront window systems on the southern elevation.
- The exterior plaster color will be updated with a fresh coat of white paint (BM- 876 Alabaster).
- Light blue awnings currently exist on the southern elevation, over the main entrance. The existing awnings are proposed to be replaced with Sunbrella black fabric awnings.
- A new stone base treatment will be added to the southern elevation. The natural stone (Black Basalt) will be located below the windows of the storefront. The existing brick at the base of the building and on the column structures will remain as existing.
- The existing door handles will be painted black.
- The existing silver storefront window system will be painted black. All existing storefront glass will remain as existing.

SIGNAGE:

- Town Center Plaza development has sign criteria 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.

LIGHTING:

- The existing decorative sconces on the front columns will be removed. The sconces will not be replaced. The storefront is adequately illuminated by the existing exterior soffit lighting and storefront display lighting.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE FOR TOWN CENTER PLAZA – POTTERY BARN KIDS, LOCATED NORTH OF 119TH STREET AND EAST OF NALL AVENUE. (PC CASE 22-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plan to make changes to the façade of a tenant space;

WHEREAS, such request for approval was presented to the Planning Commission on March 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 exterior painting, replacement of awnings, and the addition of a stone base to the façade of Pottery Barn Kids within the Town Center Plaza development.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. The exterior awnings shall not be vinyl coated and shall not be illuminated from underneath.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

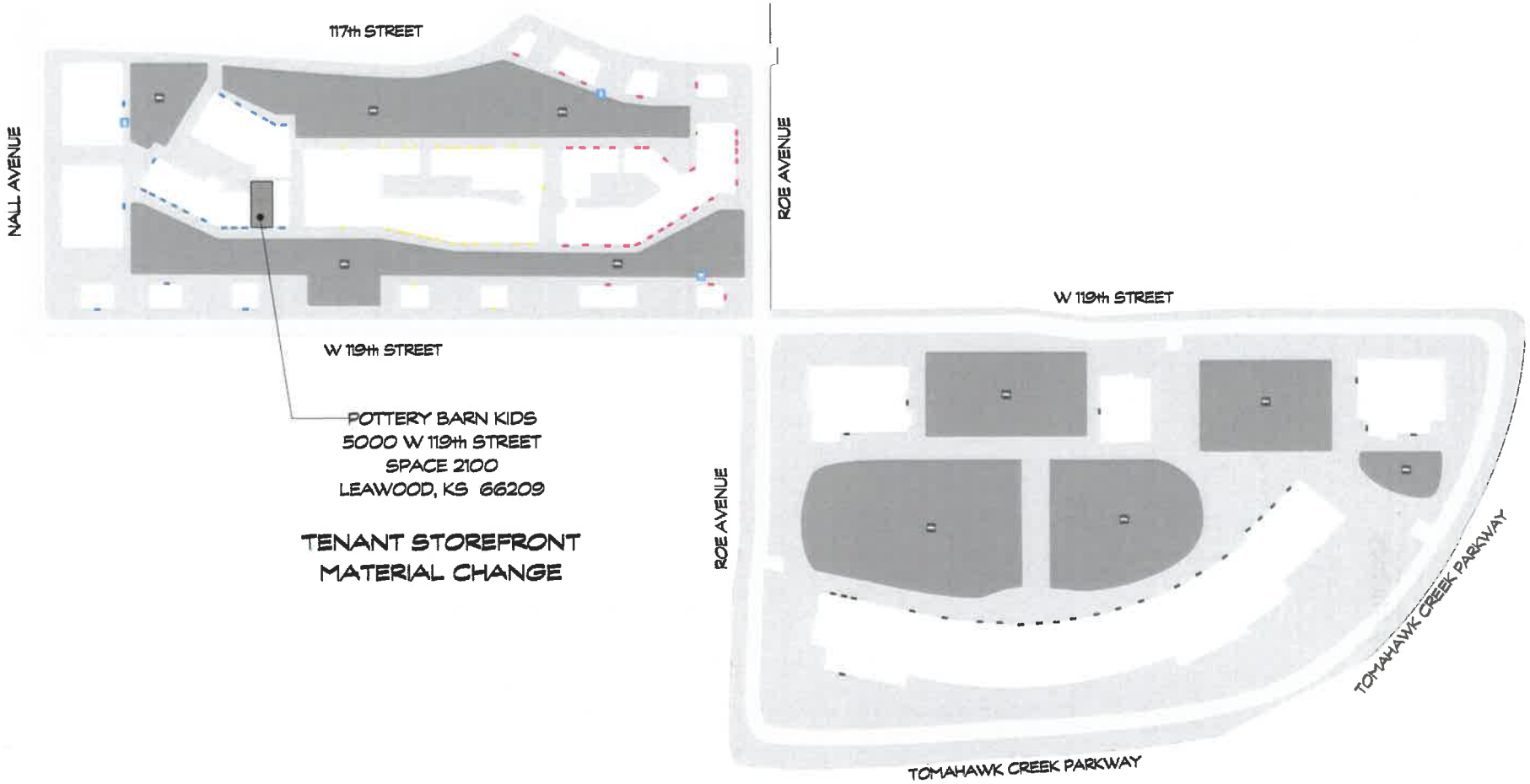
ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____

Andrew K. Hall, Assistant City Attorney



pottery barn kids

LEAWOOD TOWN CENTER PLAZA
5000 W 119th STREET, SPACE 2100
LEAWOOD, KS 66209
SITE MAP - SK1.0a
03 12 2019 SCALE: N.T.S

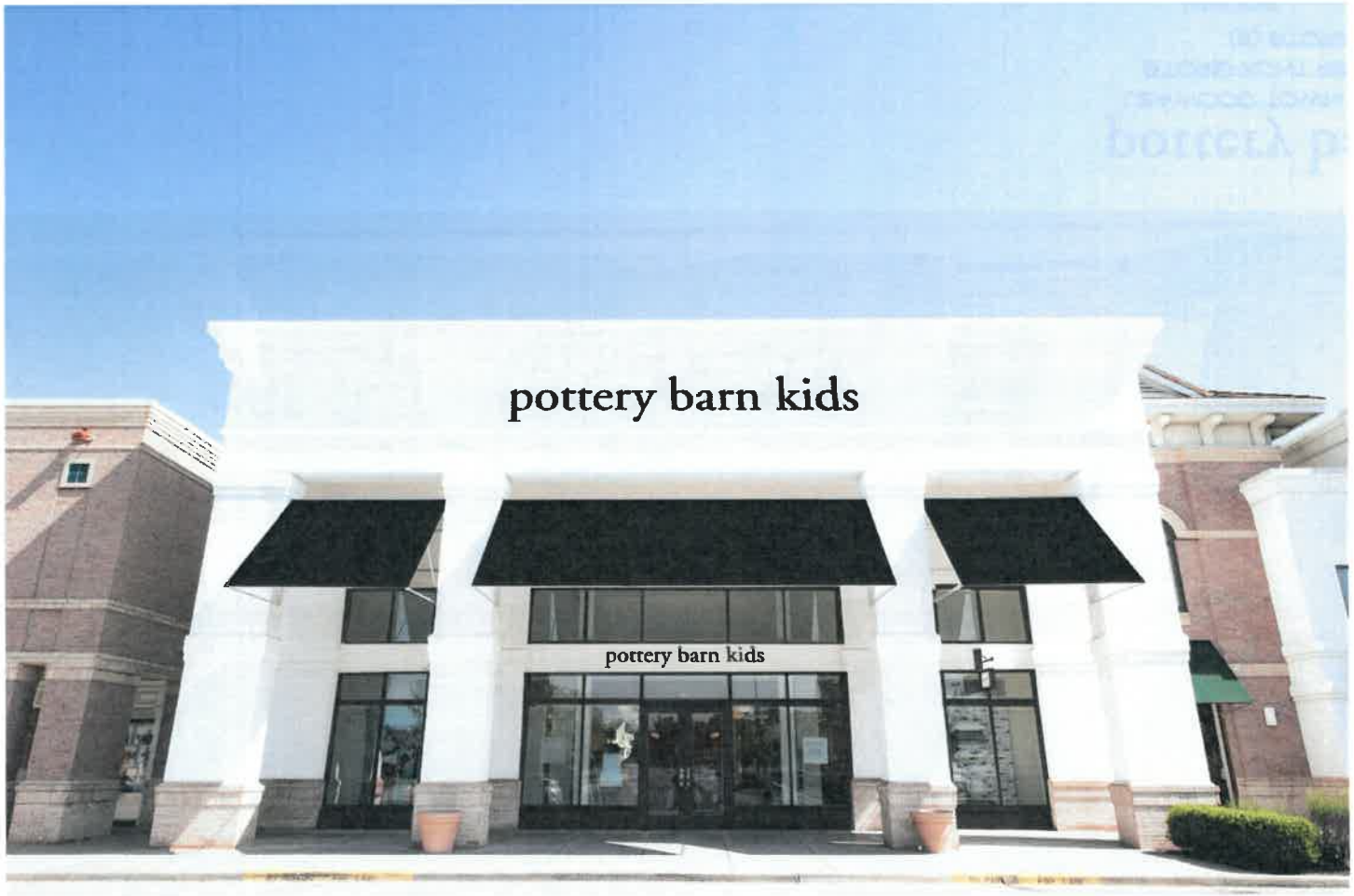
pottery barn kids

LEAWOOD TOWN CENTER PLAZA

STOREFRONT RENDER - SK1.0b

(E) STOREFRONT

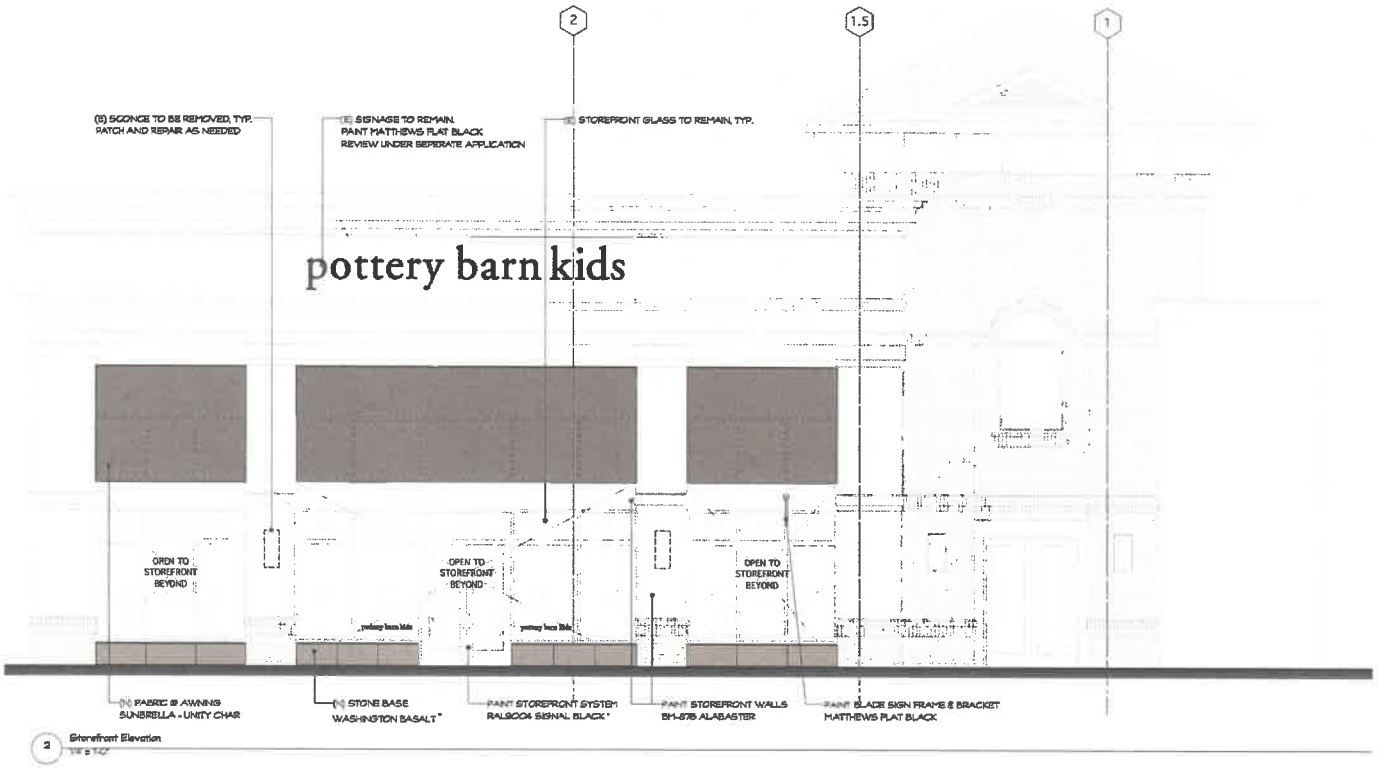
03 12 2019 SCALE: N.T.S



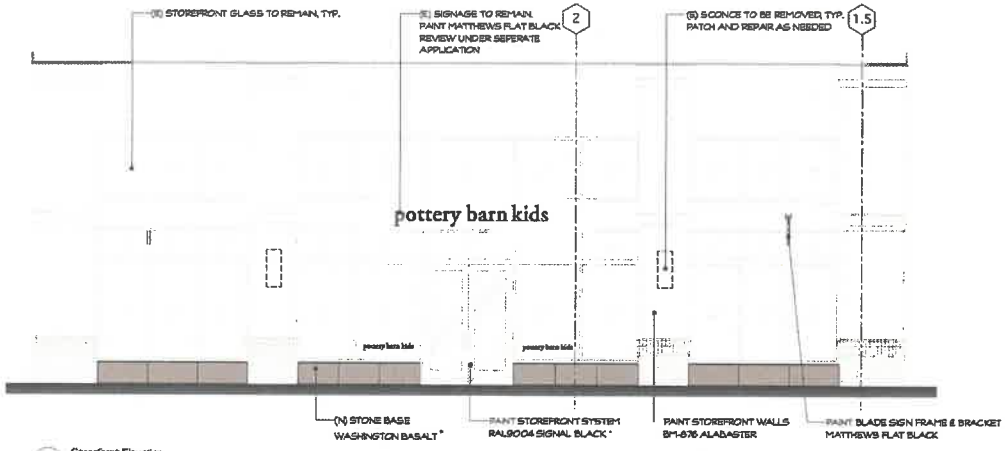
pottery barn kids

LEAWOOD TOWN CENTER PLAZA
STOREFRONT RENDER - SK1.0c
(N) STOREFRONT

03 12 2019 SCALE: N.T.S



2 Storefront Elevation



1 Storefront Elevation

*NOTE: PENDING REVIEW OF THE CONDITION OF EXISTING FINISH

pottery barn kids

LEAWOOD TOWN CENTER PLAZA
STOREFRONT ELEVATION - STUDY - SK1.0d

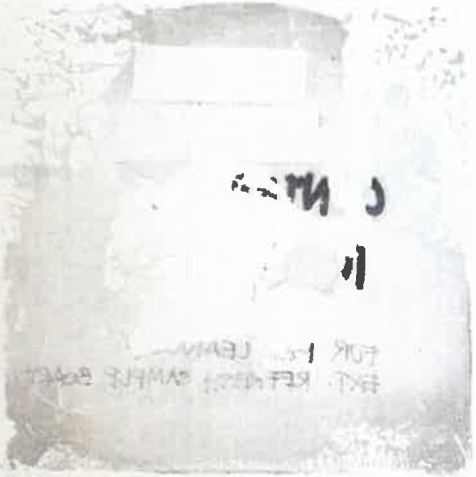
03 12 2019 SCALE: AS NOTED

STOREFRONT PAINT
BM-876 ALABASTER

AWNING FABRIC
UNITY CHAR

STOREFRONT SYSTEM
RAL9004 SIGNAL BLACK

STONE BASE
WASHINGTON BASALT



22-19

pottery barn ki

LEAWOOD TOWN CENTER PL
MATERIAL BOARD - SK1.0

02 12 2019 SCALE: AS NOTED

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:	April 15, 2019
Date of Memo:	March 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: April 15, 2018
REPORT WRITTEN: March 27, 2018

ENCLAVE AT HIGHLAND VILLAS, FIFTH PLAT - REQUEST FOR APPROVAL OF A REVISED FINAL PLAT - Located south of 143rd Street and east of Nall Avenue - Case 23-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 23-19, The Enclave At Highland Villas, Fifth Plat – request for approval of a Revised Final Plat, with the following stipulations:

1. This application is limited to the platting of interior property lines around an individual twin villa (duplex), Units 3 and 4 of The Enclave at Highland Villas.
2. This plat is approved with a deviation to allow 0' interior property line setbacks.
3. Per the approved Final Plat and Plan for The Enclave at Highland Villas the following setbacks shall be provided.
   a) Front yard setback of 30' from all exterior property lines.
   b) Rear yard setback of 35' from all exterior property lines.
   c) Corner lot street-side setback of 30' from all exterior property lines.
   d) A minimum of a 15' setback between all Twin Villas.
4. Per Section 16-2-4.3(A) grade level window wells shall not extend into a setback more than 3' from the vertical wall of the structure.
5. The conditions and stipulations of the Revised Preliminary Plan and Final Plan approval for The Enclave at Highland Villas (Ord. 2776) shall 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 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 CHNAGES TO STIPULATIONS:

- None

APPLICANT:

- The applicant is Johnny Ray with Phelps Engineering Inc.
- The property is owned by Willis Custom Homes Inc.
- The engineer is Tim Tucker, PE with Phelps Engineering, Inc.

REQUEST:

- The applicant is requesting approval of a Revised Final Plat for Units 3 and 4 of the Enclave at Highland Villas, Fifth Plat to divide a twin villa (duplex) into two units.

ZONING:

- The property is currently zoned RP-3 (Planned Cluster Attached Residential District).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Medium Density Residential.

LOCATION:

SURROUNDING ZONING:

- North — To the north is Grace Gardens Assisted Living, zoned RP-1 (Planned Single Family Low-Density) with a Special Use Permit for an assisted senior living facility. Across 143rd Street is St. Michael's the Archangel Catholic Church and School, zoned AG (Agricultural) with a Special Use Permit for a place of worship and elementary school.
- South — To the south is a water pumping station owned by Water District No. 1 of Johnson County, zoned RP-2 (Planned Cluster Detached Residential) and the single family subdivision of Highlands Creek, zoned RP-1 (Planned Single Family Residential District).
- East — To the east is the single family subdivision of Highlands Creek, zoned RP-1 (Planned Single Family Residential District).
  To the west are existing four-plex units within Highland Villas. West of Highland Villas is Nall Avenue and the single family residential development of Lionsgate by the Green within Overland Park.

BACKGROUND:

- A Revised Preliminary Plan and Final Plan for the Enclave at Highland Villas, was approved by the Governing Body with Case 28-16 on April 18, 2016 (Ordinance No. 2776) for 7 attached twin villas, a total of 14 dwelling units on 3.12 acres for a density of 4.49 dwelling units per acre. The approved Final Plan for the Enclave at Highland Villas is attached. (Exhibit A)
- The Enclave at Highlands Villas was approved with the following setbacks.
  - Front yard setback = 30'
  - Side yard setback = 15'
  - Rear yard setback = 35'
  - Corner lot street side setbacks = 30'

  These setbacks will be maintained from the exterior lot lines as the twin villas are constructed within the development. However, minimum 15' side yard shall also be required between all structures.

- The applicant is platting around each of the twin villas as the units are constructed to divide the twin villas into two units. This application is for the fifth twin villa to be constructed within the development.

FINAL PLAT:

- The fifth plat is for a duplex located in the northeast corner of the Enclave at Highland Villas.
- The plat creates a rectangular interior lot/condominium lot around each unit of the twin villas, Units 3 and 4, within Tract B of Highland Villas. The lot area of Unit 3 is 5,810.48 sq.ft. and the lot area of Unit 4 is 6,086.41 sq.ft.
- The plat also shows the foundation/footprint of the duplex being constructed, with a dashed line.
- Per the approved Preliminary Plan and Final Plan for the development, the plat meets the following:
  - Front yard setback of 30' from west property line of the Enclave at Highlands Villas, adjacent to Birch Street.
  - A minimum rear yard setback of 35' from the east property line of the Enclave at Highland Villas.
  - A minimum side yard setback of 15' between structures.
- Proposed open space for the entire Enclave at Highland Villas development is 73.3%.

IMPACT FEES:

- **Park Impact Fee:**
  - The applicant shall be responsible for a Park Impact Fee in the amount of $300.00 per dwelling unit prior to the recording of the Final Plat. This amount is subject to change by Ordinance.

REQUESTED DEVIATIONS:

- The proposed Final Plat will plat around each of the twin villas as they are constructed, with plat lines dividing the twin villas into two units with interior platted lines. Per Section 16-3-9, Deviations, of the Leawood Development Ordinance, interior property line setbacks may be reduced to zero when the City approves adequate open space for the project and between buildings. The Revised Preliminary Plan and Final Plan for the Enclave at Highland Villas provided open space of 73% (compared to 30% open space required within the Leawood Development Ordinance) within the development.

STAFF COMMENTS:

- Staff is supportive of the deviation to allow for 0' interior property line setbacks to allow the duplex units to be divided into two units. **(Stipulation 2)**

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAT FOR THE ENCLAVE AT HIGHLAND VILLAS, FIFTH PLAT, LOCATED SOUTH OF 143RD STREET AND EAST OF NALL AVENUE. (PC CASE 23-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plat;

WHEREAS, such request for approval was presented to the Planning Commission on March 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. This application is limited to the platting of interior property lines around an individual twin villa (duplex), Units 3 and 4 of The Enclave at Highland Villas.
2. This plat is approved with a deviation to allow 0' interior property line setbacks.
3. Per the approved Final Plat and Plan for The Enclave at Highland Villas the following setbacks shall be provided.
   a) Front yard setback of 30' from all exterior property lines.
   b) Rear yard setback of 35' from all exterior property lines.
   c) Corner lot street-side setback of 30' from all exterior property lines.
   d) A minimum of a 15' setback between all Twin Villas.
4. Per Section 16-2-4.3(A) grade level window wells shall not extend into a setback more than 3' from the vertical wall of the structure.
5. The conditions and stipulations of the Revised Preliminary Plan and Final Plan approval for The Enclave at Highland Villas (Ord. 2776) shall 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 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 TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

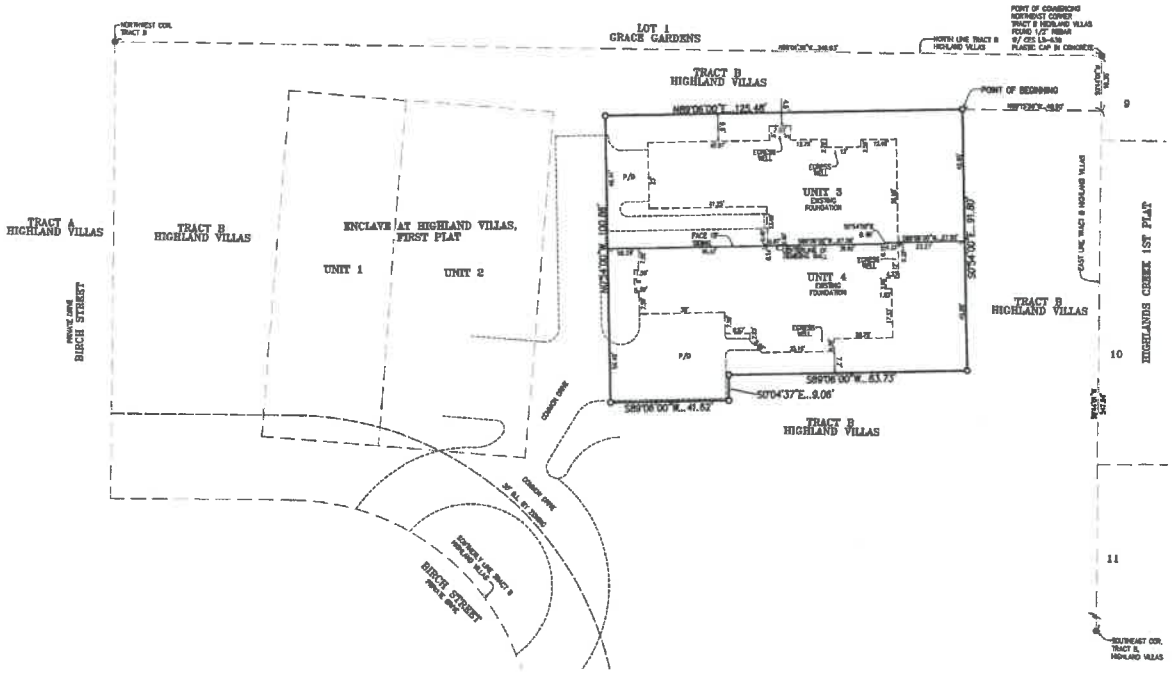
_____
Andrew K. Hall, Assistant City Attorney

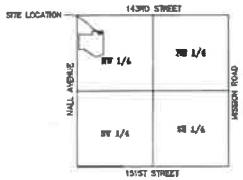
FINAL PLAT OF

ENCLAVE AT HIGHLAND VILLAS, FIFTH PLAT

(UNITS 3 & 4)

A RESURVEY AND REPLAT OF PART OF TRACT B, HIGHLAND VILLAS,
A SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS





LOCATION MAP
SECTION 4-14-25

LOT AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
FIFTH PLAT	11896.89	0.2731
UNIT 3	5818.68	0.1336
UNIT 4	6068.21	0.1393

LEGEND

- ○ DENOTES SET 1/2" X 24" REBAR W/PHELPS CORP CLS-82 PLASTIC CAP IN CONCRETE
- ● DENOTES FOUND 1/2" REBAR W/PHELPS CORP CLS-82 PLASTIC CAP IN CONCRETE (UNLESS NOTED OTHERWISE)
- B.L. DENOTES BUILDING LINE
- P/D DENOTES PROPOSED DRIVEWAY PER APPROVED SITE PLAN

SCALE: 1"=20'

0' 20' 40'

BEARING BASIS RECORDED PLAT OF "HIGHLAND VILLAS"

LEGAL DESCRIPTION

A resurvey and replat of part of Tract B, HIGHLAND VILLAS, a subdivision of land in the Northwest Quarter Section 4, Township 14 South, Range 25 East, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of said Tract B; thence S 0°44'01" W, along the East Line of said Tract B, a distance of 19.35 feet; thence N 89°15'58" W, a distance of 49.90 feet to the point of beginning; thence S 0°54'00" E, a distance of 91.80 feet; thence S 89°05'00" W, a distance of 83.73 feet; thence S 0°04'37" E, a distance of 9.06 feet; thence S 89°05'00" W, a distance of 41.62 feet; thence N 0°54'00" W, a distance of 100.86 feet; thence N 89°05'00" E, a distance of 125.48 feet to the point of beginning, containing 0.2731 acres, more or less, of replatted land.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "ENCLAVE AT HIGHLAND VILLAS, FIFTH PLAT".

DEDICATION

The undersigned proprietors of the property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated as said plat as streets, terraces, places, roads, drives, lanes, avenues, and alleys, not heretofore dedicated.

The undersigned proprietors of said property shown on this plat do hereby certify that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility, or corporation have been abandoned except that some person, utility or corporation shall retain whatever rights they would have as if located in a public street.

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 the land fronting and abutting on such dedicated public way or thoroughfare.

RESTRICTIONS

All lots, parcels, tracts and properties in the subdivision shall hereafter be subject to the Declaration of Covenants, Restrictions, Assessments and Easements of "Highland Villas", which instrument is recorded in the Office of the Register of Deeds of Johnson County, Kansas, and which shall hereby become a part of the dedication of this plat as though fully set forth herein.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietors has hereunto subscribed his hands this _____ day of _____, 20_____.

Willis Custom Homes Inc.,

By: _____
Robert J. Willis, Vice President

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 aforesaid, came Robert J. Willis, Vice President of Willis Custom Homes, Inc., and who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledges the execution of the same to be the act and deed of said company.

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_____.

_____
Marc E. Elkins, Chairman

Approved by the Governing Body of the City of Leawood, Kansas, this _____ day of_____, 20_____.

_____ Attest: _____
Peggy Dunn, Mayor Debra Harpet, City Clerk

I, Thomas Dwayne Phelps, hereby certify that in OCTOBER 2018, 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 DWAYNE PHELPS LICENSED LS-1075 KANSAS LAND SURVEYOR

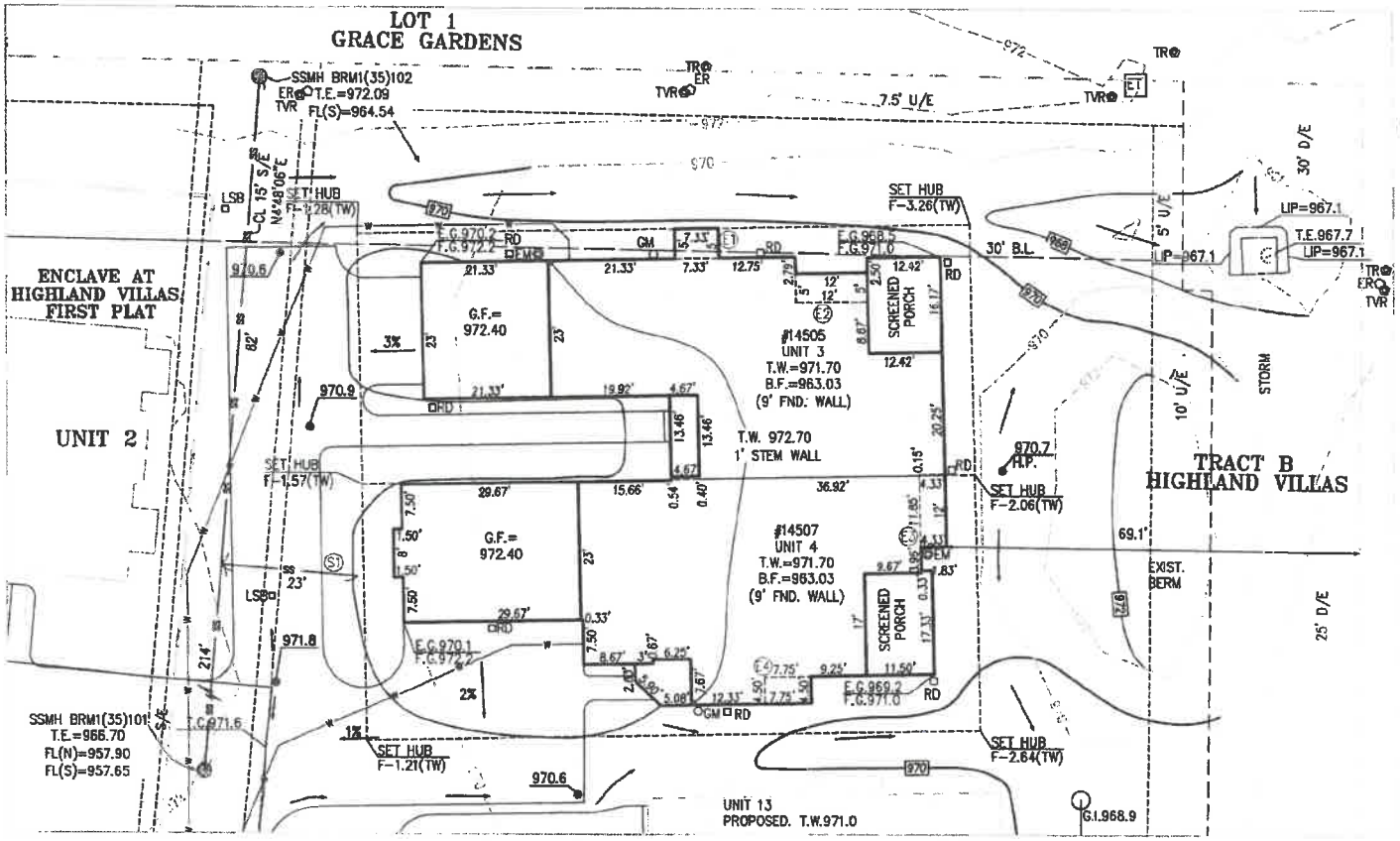
Thomas Dwayne Phelps, Kansas L.S. # 1075

PHELPS ENGINEERING, INC
PLANNING ENGINEERING IMPLEMENTATION
1020 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1156

PEI# 181033 DATE 3-1-19

PLOT PLAN

UNITS 3 & 4 PART OF TRACT B
HIGHLAND VILLAS
14505 & 14507 BIRCH STREET



WILLIS CUSTOM HOMES, INC.

LEGEND

(S1) = MSFE=965.72
EX. 4" ON 8" TEE
EX. 43 L.F. 4" PVC
REMOVE 20 L.F. 4" PVC
214' DDS
FL@EOS=964.08

EM = ELECTRIC METER
GM = GAS METER
WM = WATER METER
G.I. = GRATE INLET
RD = ROOF DRAIN

(E1) TOP EGRESS WELL=971.0
F.G. EGRESS WELL=970.5
TOP EGRESS WALL=965.7

(E2) TOP EGRESS WELL=971.0
F.G. EGRESS WELL=970.5
TOP EGRESS WALL=965.7

(E3) TOP EGRESS WELL=971.7
F.G. EGRESS WELL=971.2
TOP EGRESS WALL=965.7

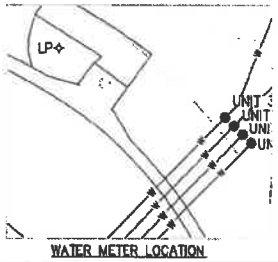
(E4) TOP EGRESS WELL=971.0
F.G. EGRESS WELL=970.5
TOP EGRESS WALL=965.7

DATE STAKED: 9-12-18
SURVEY CREW: ES
HOUSE TIES CHK'D: YES

LEGAL DESCRIPTION:
UNITS 3 & 4, PART OF TRACT B, HIGHLAND VILLAS, A SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTES:

1. UNITS 3 & 4 BASEMENT FLOOR WILL NOT SEWER BY GRAVITY MEANS
2. ALL HUBS ARE GRADED TO ELEV. 971.70 9-13-18



WATER METER LOCATION

JOHNNY B. RAY
LICENSED
LS-816
9-12-18
KANSAS
LAND SURVEYOR

SHEET 1 OF 2

CERTIFICATE OF AUTHORIZATION KANSAS SURVEYING – LS-82 ENGINEERING – E-391

CERTIFICATE OF AUTHORIZATION MISSOURI SURVEYING-2002001128 ENGINEERING-2007005068

This plot plan was prepared for foundation construction only. All dimensions shown are to be verified by builder and all grades as shown shall be verified by builder to insure proper drainage and title information was furnished on this drawing. Not responsible for unplatted easements.

Note: Builder shall obtain a building permit prior to any construction to ensure that this site plan meets City approval.

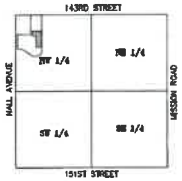
PROJECT NO. 180549

DATE: 7/16/18

BY: BJC

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

PLANNING
ENGINEERING
IMPLEMENTATION

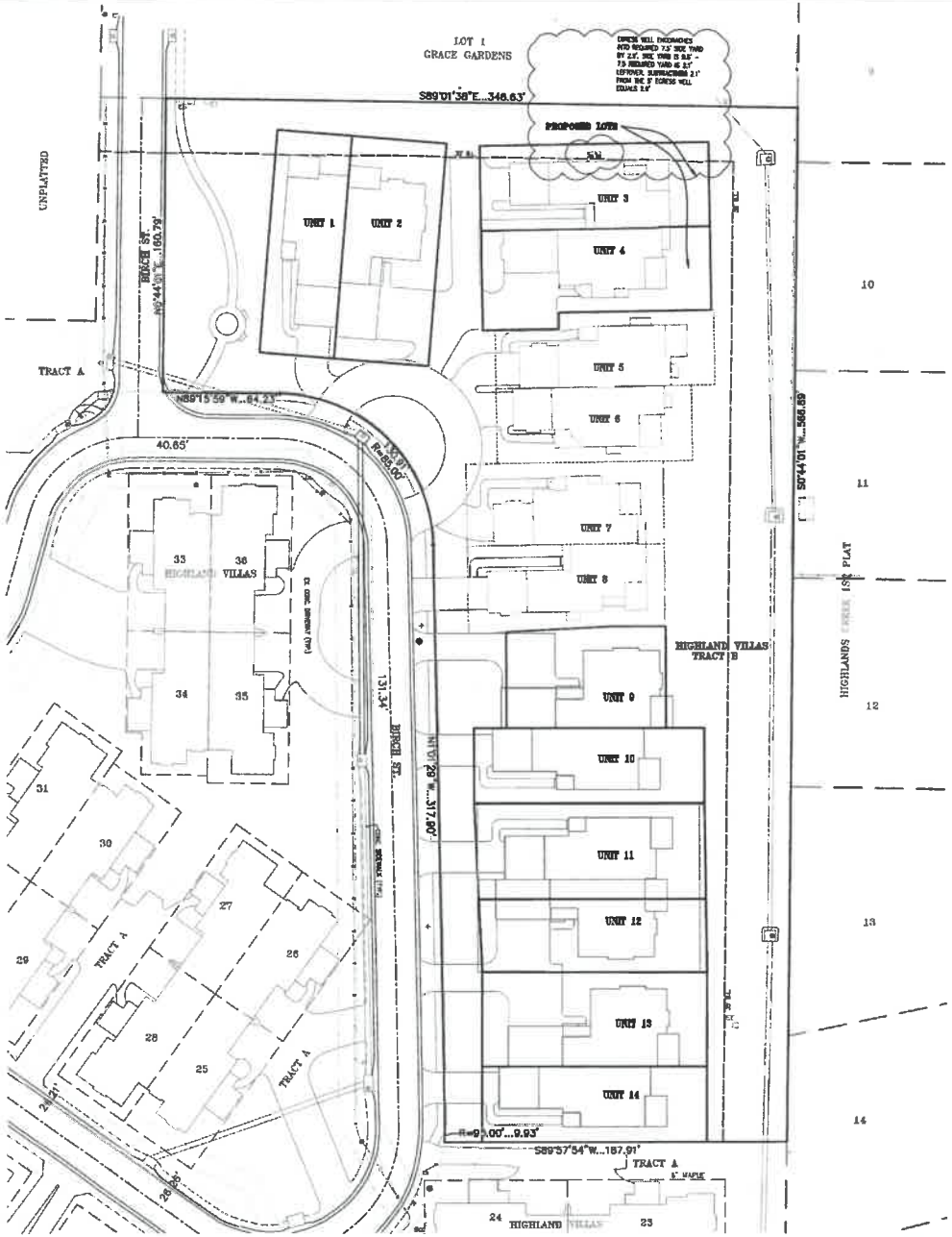


LOCATION MAP
SECTION 4-14-25

SCALE: 1" = 5000'

SCALE: 1"=30'

LEGEND
- PROPERTY LINE
- RIGHT OF WAY LINE
- PLAT LINES
- PROPOSED FUTURE PLAT LINES



LEGAL DESCRIPTION:

TRACT B, HIGHLAND VILLAS, A SUBDIVISION IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

SITE DATA:

GROSS AREA = 50.1248 ACRES / 2,186,197 SQ.FT.

TOTAL PROPOSED BUILDING AREA = 46.8548 ACRES / 420,563 SQ.FT.

TOTAL PROPOSED OPEN SPACE = 373.22

PHILLIPS ENGINEERING, INC
10216 W. 159th Street
Orland Park, Illinois 60467
(815) 329-1153
Fax (815) 329-1164
www.phillipsengineering.com

PLANNING
ENGINEERING
SURVEYING

SITE PLAN
TRACT B, HIGHLAND VILLAS
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
#5404 W. 145TH STREET

No.	Date	Revisions	By	App.

PROJECT NO. 150716
DATE 3-4-19
DRAWN
CHECKED
DATE OF FIELDWORK

SHEET
1
OF 1

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:	April 15, 2019
Date of Memo:	March 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

Meeting Date: 04/15/2019

City of Leawood

7.P.

Memo

To: Mayor Dunn and City Council Members

From: Patricia Bennett and David Ley

Date: April 10, 2019

Re: 143rd Street Condemnation

As you will remember, the City initiated an Eminent Domain action in December of 2018, to obtain certain easements to allow the construction of 143rd Street. At this point in the process, the appraisers have filed their report with the Johnson County District Court, finding that the easements to be taken are worth $46,000.00. If the City wishes to proceed with condemnation, this amount, along with the appraisers' fees of $7,290.00 for a total of $53,290, must be paid into the Court within 30 days after the appraisers report was filed with the Court [5/10/2019]. Once payment is made, the title to the property will vest in the City, and no further proceedings will be necessary.

However, if the City or the comdemnee is dissatisfied with the findings of the appraisers, either may appeal the award within 30 days. In that case, the matter will be assigned for a trial by jury where the only question to be determined will be the appropriate amount of compensation.

Attached is a resolution authorizing the City to pay the amount unto the court for the acquisition of the required easements.

Please contact either of us if you have any questions.

Amount: $53,290.00

Fund: Capital Improvement Project 80129
Easements = 80129.100.823000

DRAFT

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PAYMENT OF APPRAISERS' AWARD AND COSTS IN THE AMOUNT OF $53,290.00 TO THE JOHNSON COUNTY DISTRICT COURT FOR A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT DRAINAGE EASEMENT RELATING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR LANE TO KENNETH ROAD, LOCATED IN LEAWOOD, JOHNSON COUNTY, KANSAS [PROJECT # 80129]

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

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

WHEREAS, said survey and description of the Property was prepared and is maintained at the Leawood City Hall;

WHEREAS, the Governing Body of the City of Leawood, Kansas did by Ordinance No. 2915 authorize action to be initiated to exercise the power of eminent domain in accordance with K.S.A. 26-501 *et seq.*, the Eminent Domain Procedure Act, to condemn the specified Property;

WHEREAS, on February 1, 2019, the Johnson County District Court found that the City of Leawood has the power of Eminent Domain and that the takings as set out in the Petition are necessary for the lawful corporate purposes of the City and appointed three disinterested householders of Johnson County, Kansas to appraise the Property; and

WHEREAS, on April 10, 2019 the appraisers filed their report with the Johnson County District Court finding that the Property should be valued at $46,000.00, and assessing of appraisers' fees of $7,290.00.

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

SECTION ONE: That the Governing Body hereby authorizes the City, on or before May 10, 2019, to deposit with the Clerk of the District Court of Johnson County an amount of $53,290.00, to secure title to the Property pertaining to the 143rd Street Improvement Project from Windsor Lane to Kenneth Road [Project # 80129].

SECTION TWO: This Resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2019.

SIGNED by the Mayor this 15th day of April, 2019.

_____
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

_____
Debra Harper, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Return to Agenda

7.Q.

LEAWOOD POLICE

Integrity • Teamwork • Service • Fairness • Dedication

Mar. 2019 Monthly Report

AREA	CALLS	CODE 1	NON-EMERGENCY
North Zone	779	2:23	5:53
Center Zone	716	3:06	4:31
South Zone	664	2:58	5:59

CALLS FOR SERVICE	
Traffic Stops	1169
Traffic Complaint Areas investigated	31
Medical Calls	142
Alarms	152
Arrests (Adult/Juvenile)	87/5
Accidents (Total/Injury)	55/3
Open Doors	27
Suspicious Activity calls	38
Check the Welfare	31
9-1-1 Calls Received	766
Administrative Calls Received	2,631

CRIME REPORT	This month	Last month	A year ago
Burglaries	6	3	10
Thefts from buildings	3	4	1
Drug possession violations (municipal)	9	7	7
Thefts from vehicles	2	2	17
Agg. assault/batteries	0	0	1
Crim. Damage to Property/Vandalism	3	1	5
DUI	11	7	6
Shoplifting	6	8	9
Stolen Autos	2	0	2

HIGHLIGHTS

Newly promoted Capt. Kirt Yoder with his son Grayson, who pinned on his dad's new badge.

Promotions

Three officers were promoted in a ceremony on March 18th that featured the formal pinning on of their new badges. The moves were made after the retirement of Kevin Cauley.

Kirt Yoder was promoted to Captain and he will be supervising the Administrative Services Division, which includes the department's Records and Communications personnel.

Shane Chambers was promoted to Sergeant and will be one of the department's three Patrol Sergeants.

Chris Hargis was promoted to Corporal, the first supervisory rank, and will be working with Sgt. Chambers on the midnight shift.

Frequent crash locations

INTERSECTION	Mar.	2019
I-435 & State Line Road	1	17
135th & State Line Road	3	4
112th & Nall Ave.	0	3
123rd and Mission Road	1	3
135th Street & Roe Ave.	1	3
Town Center Dr. & Roe Avenue	1	3
103rd Street & State Line Road	1	3
89th Street & State Line Road	2	3

Part I Crimes specified by the KBI:	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Agg. Assault/Battery:	0	3	1	0	0
Arson:	0	0	0	0	0
Burglary:	10	5	5	3	6
Homicide:	0	0	0	0	0
Rape:	0	0	0	0	0
Robbery:	0	0	0	0	0
Stolen Auto:	5	3	4	0	2
Theft:	42	27	32	17	12
All Other Larceny:	5	5	6	2	0
Pocket Picking:	0	0	0	0	0
Purse Snatching:	0	0	0	0	0
Shoplifting:	9	5	3	8	6
Theft from Building:	4	3	4	4	3
Theft from CoinOperated Machine:	0	0	0	0	0
Theft from Motor Vehicle:	24	14	16	2	2
Theft of Motor Vehicle Parts/Accessories:	0	0	3	1	1
Sub-Total:	**57**	**38**	**42**	**20**	**20**

	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Adult Arrests	78	94	91	73	86
Juvenile Arrests	3	3	7	6	5
Citations/Citation Charges	485/638	526/690	644/818	569/750	799/1053
Warnings/Warning Charges	370/519	391/586	465/702	427/626	496/774
Damage over $1,000 Accident	53	47	44	39	32
Damage under $1,000 Accident	5	5	3	3	2
Injury Accident	8	7	9	8	8
Field Interview Contacts	11	15	12	8	20

Return to Agenda

7.R.

LEAWOOD FIRE DEPARTMENT

March 2019 Report

Monthly Calls for Service	
Fire Responses	5
EMS Responses	188
HazMat Responses	10
Tech Rescue Responses	0
Other Calls for Service	66
Total Calls This Month	269
YTD Total Calls	857

Fire Loss

Fire related incidents for the month in Leawood: 3

Fire Loss: $8,000

Monthly Activity Hours

(Non-training - can include response, public education, public services, maintenance, etc)

Staff Activity Hours: 1,031

Monthly Training Hours

Training Hours: 1,607

Monthly Highlights

- 7 Car Seat Installations
- 11 Public Relations / Education Events
- 23 CPR / First Aid students
- 8 Residential Smoke Detector Assists
- 3 JCCC Student Ride-Alongs
- Participated in NE JoCo Active Shooter Drills

Incident Response Times

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

Summary of Monthly LFD Baseline Performance at the 90th Percentile

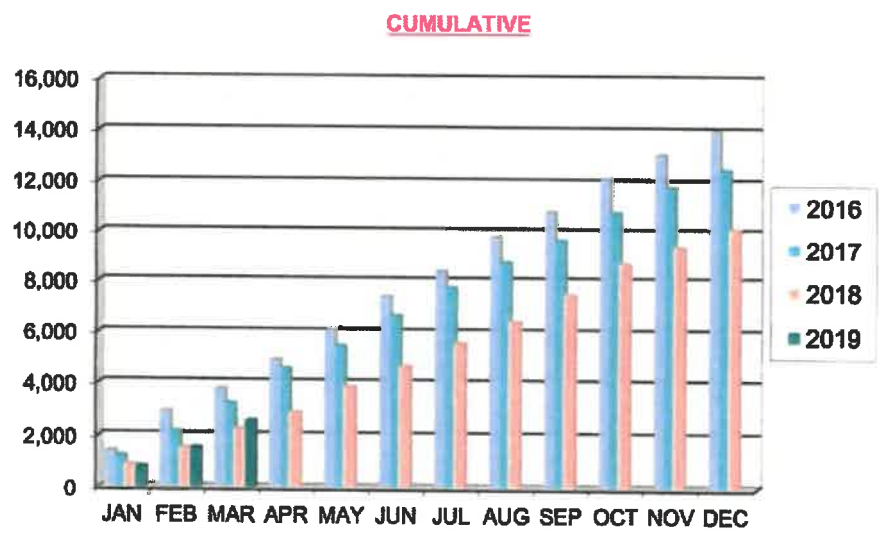
LFD - Baseline Performance 90th Percentile		All Calls	Fire	EMS	Tech Rescue	HazMat
Alarm Handling	Call Pick-Up to Dispatch	1:46	1:54	1:08	N/A	2:52
Turnout Time	Dispatch to 1st Unit Enroute	1:22	1:22	1:23	N/A	:53
Travel Time 1st Unit	Enroute to Arrival Time 1st Unit on Scene Emergency Responses Only	5:28	2:13	5:22	N/A	3:46
Total Response Time - 1st Unit	Enroute to Arrival 1st Unit on Scene Emergency Responses Only	7:22	4:38	7:14	N/A	5:14
Total Response Time - ERF	Enroute to Arrival Effective Response Force Emergency Responses Only	10:41	8:03	10:10	N/A	5:14

Return to Agenda

LEAWOOD MUNICIPAL COURT CASELOAD

7.S.

	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	2,595	854	1052	743	1,036
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	2,595



LEAWOOD MUNICIPAL COURT

RECEIPTS PROCESSED

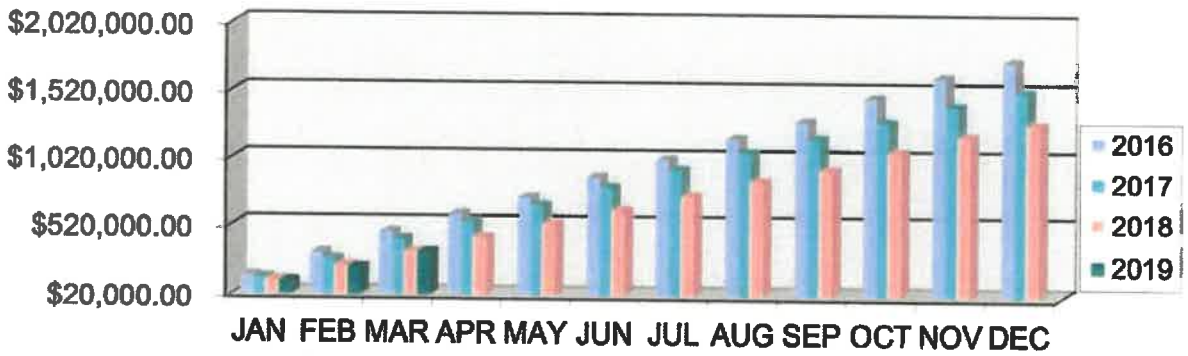
CUMULATIVE

	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	$ 327,947.75
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	$ 113,376.75
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	$ 327,947.75
	$ 1,500,000.00	$ 1,500,000.00	1,500,000.00	1,500,000.00

CUMULATIVE



Return to Agenda

Staff Review

13.

Fact Sheet

SUBJECT: **RESPONSE FROM THE PUBLIC WORKS COMMITTEE RE: REQUEST FROM SIENA OF LEAWOOD TO PARTICIPATE IN LED REPLACEMENT PROGRAM**

April 15, 2019

DISCUSSION

The Public Works Committee met on April 3rd 2019, to review a request from the Siena of Leawood Homes Association to participate in the City's Privately Owned Street Light LED Replacement Program.

Staff has worked with Siena for the past six months on determining a compatible LED fixture. Staff agrees with their proposal that the light levels will be the same or better with the LED conversion. Siena of Leawood received a bid from Total Electric Company to replace their existing bulbs at an estimated cost of $6,521.79.

Siena of Leawood has 34 lights to change out to LED Bulbs. Our current records show an average cost per year at $2,423.03 for the subdivision in electricity costs (that the City pays).

The Committee voted in favor of the request for Siena of Leawood to participate in the City's LED replacement policy.

If Council approves, the City will reimburse Siena of Leawood annually the savings in electricity between the past two year average and the future electricity costs. With the City reimbursing Siena up to the cost for the conversion.

The Public Works Department requests Council approve the recommendation of the Public Works Committee.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Committee Recommendation

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

Reduced electric costs for street lights

COSTS

FUND SOURCES

Street Maintenance Materials & Supplies

RECEIVED

MAR 2 5 2019

PUBLIC WORKS

INVOICE

Total Electric Contractors Inc.
PO Box 13247
Edwardsville, KS 66113

Voice: 913-441-0192
Fax: 913-441-1243

Invoice Number: 9441
Invoice Date: Feb 21, 2019
Page: 1

Bill To:
Siena Homes Association
Attn: Mr. Chad King, Treasurer
3608 W. 140th Street
Leawood, KS 66224

Ship to:
Siena Homes Association
Attn: Mr. Chad King, Treasurer
3608 W. 140th Street
Leawood, KS 66224

Customer ID	Customer PO	Payment Terms	
Siena Home Assoc.		Net 1 Day	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Job Order		2/22/19

Quantity	Item	Description	Unit Price	Amount
		Siena Homes Association - Street Lights Replace existing HPS Lamps with LED Lamps.		
4.00		Install test LED - Phillips #473652 2700 LED	155.00	620.00
8.00	037	Wirenuts	0.48	3.84
		Homes Association Contact: Chuck Sipple Questions regarding this invoice, please contact Jim Leonard @ 913-441-0192		

Subtotal	623.84
Sales Tax	
Total Invoice Amount	623.84
Payment/Credit Applied	
TOTAL	**623.84**

Check/Credit Memo No:

Please remit to:
Total Electric Contractors Inc.
PO Box 13247
Edwardsville, KS 66113

Siena
OF LEAWOOD

March 25, 2019

RECEIVED
MAR 2 5 2019
PUBLIC WORKS

Mr. David Ley, P.E., Public Works Director
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

Mr. Ley,

I am writing to you as the President of the Siena Homes Association, a neighborhood of 43 homes at approximately 140th Street and Mission Road in southern Leawood. Our Board is interested in changing over our streetlights from high pressure sodium bulbs to LEDs. Our neighborhood HOA owns 38 streetlights. We regularly maintain the poles, the bulbs and the fixtures; the City pays for the electricity.

The Siena Homes Association would like to participate in the City of Leawood's Privately Owned Street Light LED Replacement Program where the City encourages privately owned street light owners to convert to LEDs in an effort to conserve electricity and reduce the City's energy costs. We understand that, under the program, the annual energy savings realized by the City would be rebated back to the Homes Association annually until the conversion costs were recouped.

We have received a bid from Total Electric Company and the replacement of the existing bulbs with 55-watt, 7500 lumen, 2700K LEDs will cost an estimated to be $6,521.79 for parts & labor for 38 LED lights. See attached proposal for 34 new LEDs and a previously paid invoice for four test LEDs. With a reduction in electricity consumption estimated to be approximately 63%, we expect an annual savings for the City to be $1500.00 per year resulting in a payback for the LED conversion to be 4.4 years. We understand that the ongoing maintenance of the poles, bulbs and fixtures will continue be the responsibility of the Siena Homes Association.

We respectfully request that this request be forwarded to the Governing Body for their review and approval.

Please contact me at 913-231-9667 if your need further information on this LED conversion and our proposal to be considered for the City's Privately-Owned Street Light LED Replacement Program. I am available to discuss this proposal with you at your convenience.

Sincerely,

Mario Sylvestri, President
Siena Homes Association

Attachments (2)

cc. Mr. Lambers, City Administrator

RECEIVED

MAR 2 5 2019

PUBLIC WORKS

Total Electric

Contractors Inc.
PO Box 13247
109 ½ South 4th Street
Edwardsville, KS 66113
Phone: (913) 441-0192
Fax: (913) 441-1243

Proposal

February 28, 2019

Siena LED Change out

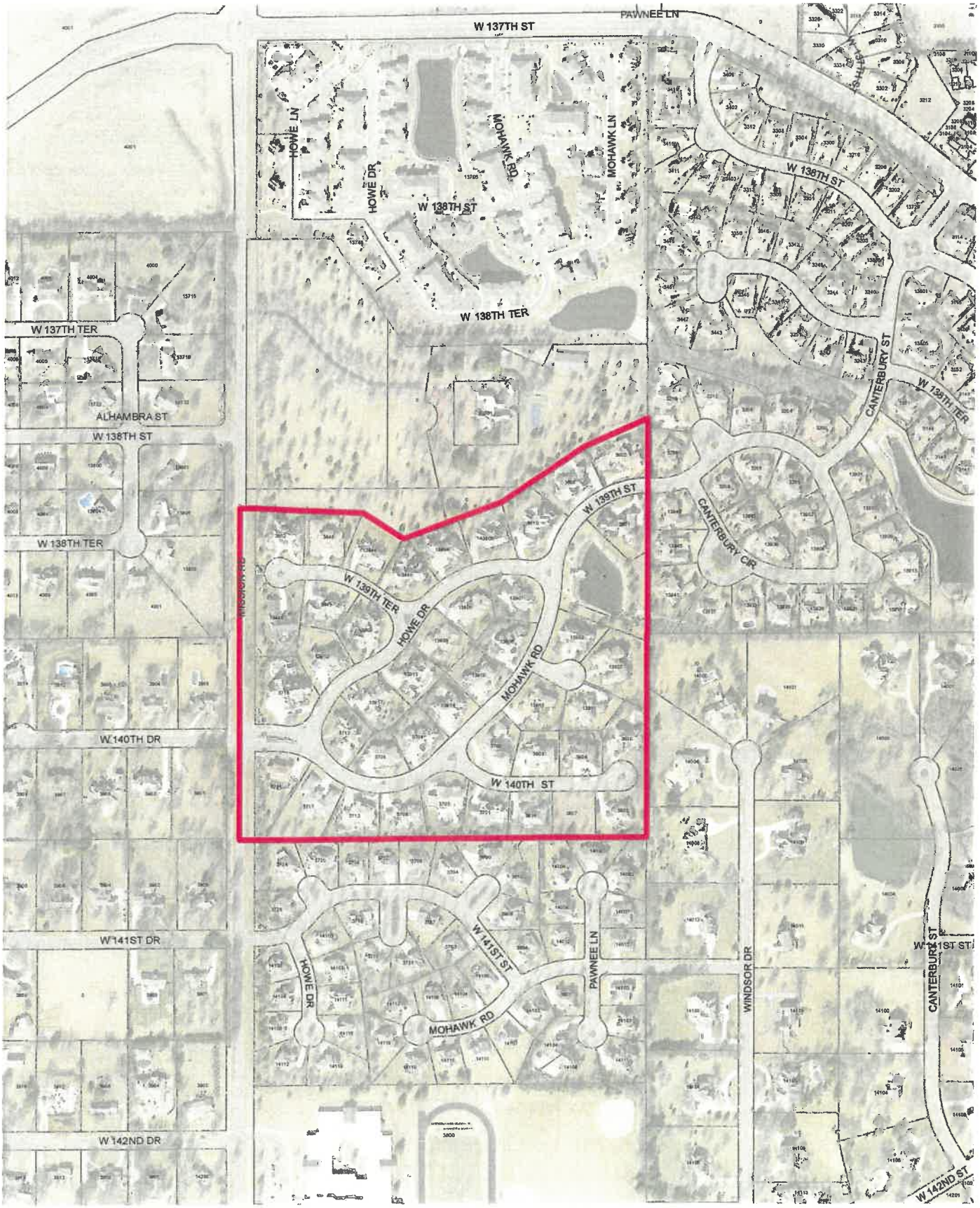
Total Electric can perform the following work to change out the existing Street lights from HPS to LED as follows;

34 2700 K LED s	$90.00ea	$3060.00
34 Labor, equipment, misc. supplies	$69.00ea	$2346.00
	SUBTOTAL	$5406.00
	Sales Tax 9.1%	$491.95
	Total	$5897.95

If you should have any questions please call. Thanks- Jim

Prices firm for 30 days of bid, or a new quote may be required.
Additional cost if bond is required unless specified in quote.
No tax, staking, sod, seed included.
No prevailing wage unless specified in quote.
Payment net 30 days upon receipt of invoice.
If you should have any question please call.

Siena HOA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MOHAWK RD
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W 141ST DR
W 141ST ST
HOWE DR
PAWNEE LN
WINDSOR DR
MOHAWK RD
CANTERBURY ST
W 142ND DR
W 142ND ST

24 Month Report for 8974272524 - 13990 MOHAWK RD

Current Year				Previous Year			
Mth/Year	Days	Bill	Avg kWh/Day	Mth/Year	Days	Bill	Avg kWh/Day
Feb 19	30	$231.63	90.57	Feb 18	29	$228.67	92.69
Jan 19	32	$266.09	98.34	Jan 18	33	$270.44	96.21
Dec 18	31	$250.14	95.57	Dec 17	34	$271.81	93.59
Nov 18	32	$232.77	85.42	Nov 17	29	$209.82	85.28
Oct 18	29	$192.09	77.71	Oct 17	29	$185.70	74.48
Sep 18	30	$180.21	71.08	Sep 17	30	$173.31	67.43
Aug 18	29	$156.95	63.69	Aug 17	31	$167.94	62.19
Jul 18	32	$173.15	62.53	Jul 17	30	$157.75	61.30
Jun 18	28	$161.45	65.17	Jun 17	30	$161.43	63.53
May 18	31	$184.25	65.58	May 17	31	$184.43	71.03
Apr 18	31	$217.56	79.65	Apr 17	28	$179.28	79.96
Mar 18	30	$225.26	87.43	Mar 17	30	$203.75	85.90
Summary	**365**	**$2,471.55**	**942.73**	**Summary**	**364**	**$2,394.33**	**933.61**

SIENA OF LEAWOOD STREET LIGHT COMPARISON BEFORE/AFTER CHANGING TO LED

	ALL CHANGED TO LED enter date here			
	ADDRESS	ACCT#	2017	2018
1	13990 Mohawk Road	897472524	$ 2,373.11	$ 2,472.94
	Actual Cost Paid	TOTAL	$ 2,373.11	$ 2,472.94
		HISTORICAL AVERAGE COST (PAST 2 YEARS)	$2,423.03	

LED Lighting Reimbursement formula: 2017/2018 Average Cost of $2,423.03 - actual cost paid each year. Answer is the reimbursement for that year.

History: Energy Cost Savings Agreement (INSERT DATE HERE) a NTE amount of $)INSERT AMOUNT HERE)

RESOLUTION NO. 4504

A RESOLUTION ESTABLISHING A PRIVATELY OWNED STREET LIGHT LED REPLACEMENT POLICY.

WHEREAS, LED street lighting is more efficient, providing energy and cost savings; and

WHEREAS, certain street lights in the City are owned and maintained by private subdivisions; and

WHEREAS, the City desires to establish a policy to cooperate with private street light owners in the replacement of LED street lights.

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

SECTION ONE: The City of Leawood, Kansas, hereby approves the attached Privately Owned Street Light LED Policy.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of October, 2015.

APPROVED by the Mayor this 5th day of October, 2015.

[SEAL]

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett

Patricia A. Bennett, City Attorney

Privately Owned Street Light LED Replacement Policy

The City of Leawood Kansas, owns the vast majority of street lights in the City. However, a few subdivisions own and maintain their own street lights where the City pays for the electricity of these street lights.

The City would like to encourage the use of LED lighting to the extent possible to provide for energy savings, cost savings and a more appealing street scape. In order to promote the use of LED lighting, associations representing developments with privately owned street light poles along Public Streets may request reimbursement for only the cost to install LED lights on the privately owned poles lighting the roadway. Such associations may be eligible for reimbursement of the cost of the installation dependent upon the cost savings to the City.

Eligibility criteria

- Pre-approval by the City of Leawood, Kansas.
- Project is for replacement of High Pressure Sodium or Metal Halide light fixtures with new privately owned LED lighting fixtures on public roadways within residential developments.
- Installation and purchase of the LED lighting fixtures is the responsibility of the HOA.
- Continued Maintenance of the LED fixtures is the responsibility of the HOA.
- The lighting shall meet the City's Standard lighting requirements based on the classification of the road as defined in the City's Public Works Standard Specifications latest addition, or exceed the existing light levels and average to minimum ratios.
- Payments will be made annually over a period of years determined by the City using the calculated annual savings in electrical consumption from going to LED's.

10/05/2015 Adopted by Governing Body; Reso. No. 4504

How to apply

- The Homes Association shall send a letter to the City requesting a review by the Public Works Committee.
- The HOA in its request shall provide the appropriate information showing the lighting output and distribution of the existing system and using LED's. This shall be equal to the current lighting or meet the City's requirement for Residential Lighting.
- HOA shall provide information on their maintenance costs.
- The City's Public Works Department will perform a review of the annual electric cost for the streetlights within the subdivision.
- Determination of reimbursement shall be made by the Governing Body after review and recommendation of the Public Works Committee.

For more information

Contact the City Engineer for the City of Leawood, Kansas.

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City of Leawood Governing Body Staff Report

MEETING DATE: April 15, 2019
REPORT WRITTEN: March 27, 2019

RANCH MART NORTH SHOPPING CENTER – REDEVELOPMENT – REQUEST FOR APPROVAL OF A REVISED FINAL PLAN AND FINAL PLAT – Located north of 95th Street and east of Mission Road– Case 04-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 04-19 – Ranch Mart North Shopping Center – Redevelopment – request for approval of a Revised Final Plan and Final Plat, with the following stipulations:

1. This approval is limited to 27,597 sq.ft. of new construction, site improvements, and a total of 218,057 building sq.ft. for the Ranch Mart North development, located on 17.23 acres for an F.A.R. of 0.31 within the SD-CR zoning district and an F.A.R. of 0.07 in the SD-NCR2 zoning district.
2. The applicant shall be responsible for the following impact fees:
   a. The applicant/owner shall be responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq.ft. of finished floor area, estimated currently at $4,139.55 ($0.15 x 27,597 sq.ft). This amount is subject to change by Ordinance.
   b. A park impact fee in the amount of $0.15/square foot of finished floor area is required prior to issuance of a building permit, estimated currently at $4,139.55 ($0.15 x 27,597 sq.ft). This amount is subject to change by Ordinance.
3. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any new construction, subject to the applicant and Governing Body entering into a memorandum of understanding on existing tenant space.
4. Prior to Governing Body, the proposed 7 foot wide sidewalk on Mission Road adjacent to the screening wall shall be revised to 6 feet in width, adding an additional foot of landscaped area on the west side of the screen wall.
5. All proposed art features and artistic architectural elements, including water features shall be approved with a Final Plan at a later date.
6. The applicant shall replace the wooden light poles proposed along the main east-west corridor of the center with metal poles, meeting all Leawood Development Ordinance requirements.
7. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Governing Body at Final Plan.
8. 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.
9. 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.

10. Per the Leawood Development Ordinance all pedestrian crosswalks shall be demarcated from the adjacent street pavement with a different material and color.
11. The project includes the following deviations:
    - 0' Interior parking setback
    - 0' Interior building setback
12. 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. No outdoor storage of product or equipment shall be allowed.
13. All downspouts shall be enclosed.
14. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The architectural treatment screening the utilities shall be at least as tall as the utilities they are to screen.
15. 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.
16. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18' in height from grade, including base.
17. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
18. Per the Leawood Development Ordinance, the maximum amount of 0.5 foot-candles shall be permitted at the property line.
19. Per the Leawood Development Ordinance, the perimeter area of all on-site open parking areas shall be screened from the view of adjacent properties and streets to a minimum height of 3 feet by the use of a combination of berms and/or walls accented with plant material.
20. Per the Leawood Development Ordinance, one (1) tree shall be provided for each 35 feet of street frontage within the landscaped setback abutting said street frontage.
21. Per the Leawood Development Ordinance, all medium and large deciduous 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.
22. 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.
23. All landscaped open space shall consist of a minimum of 60% living materials.
24. All landscaped areas shall be irrigated.
25. The approved final landscape plan shall contain the following statements:
    a) All trees shall be callipered and undersized trees shall be rejected.
    b) All parking lot islands shall be bermed to discourage foot traffic.
    c) All hedges shall be trimmed to maintain a solid hedge appearance.
    d) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.

e) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.
f) All landscaped open space shall consist of a minimum of 60% living materials.

26. 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.
27. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo, shown as Exhibit A, on file with the City of Leawood Planning and Development Department, prior to recording the plat.
28. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo, shown as Exhibit B, on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
29. Signage is not approved with this application. All signage shall meet all the requirements of the Leawood Development Ordinance and sign criteria for the Ranch Mart North development.
30. A Sign Permit shall be required from the City of Leawood Community Development Department prior to installation.
31. Per the Leawood Development Ordinance, a maximum noise level of 60 decibels shall be permitted at the property line, including all restaurant patio sound systems and/or televisions.
32. All outdoor televisions shall be faced away from residential neighborhoods.
33. The Owner/Applicant shall establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and storm water system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.
34. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
35. A cross access/parking easement for the entire development shall be recorded on the plat with the Johnson County Register of Deeds prior to issuance of a building permit.
36. 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.
37. All sidewalks shall be installed as per street construction standards.
38. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
39. 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 thirty-nine.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

HISTORY:

- The Preliminary Development Plan for Ranch Mart North Shopping Center was approved by the Governing Body on December 3, 2018 with Ordinance No. 2918 (Case 115-18, Exhibit C). The Preliminary Development Plan proposed to demolish the northeast corner of the main center to provide

room for a pedestrian plaza area and 27,597 sq.ft. of new construction for a total of 217,366 building sq.ft. for the Ranch Mart North development. The project also included improvements to the site.

- The Preliminary Plan decreased the overall sq.ft. of existing building area from 221,552 sq.ft. to 217,366 sq.ft., thereby reducing the F.A.R. of the SD-CR zoning district from 0.32 to 0.31 and of the SD-NCR2 zoning district from 0.06 to 0.07.
- The applicant has submitted a Revised Final Plan for Ranch Mart North Shopping Center, with the following changes:
  - The applicant increased the total building area from 217,366 sq.ft. to 218,057 sq.ft., a difference of 691 sq.ft.
  - Tenant Space 16, Gordon Dental (located adjacent to Duck Donuts within the main retail center), is not planned for removal.
  - The main entry drive from 95th Street is widened; however, the majority of the driveway maintains adequate green space for plant material.
  - The applicant removed the driveway entrance directly east of the cemetery to reduce turning movement conflicts and improve site circulation.
  - A water feature is proposed at the western corner of the main retail center. A final design for the water feature has not been determined at this time, but will reviewed under a separate Final Plan application at a later date.
  - An at-grade art feature is proposed within the main east-west drive aisle of the center, made of thermoplastic resin. The artwork is an interlocking tree pattern, and will be illuminated at the perimeter with at-grade LED lighting in the concrete pavement.
  - Additional art features are proposed throughout the center. A final design for the artwork has not been determined at this time, but will reviewed under a separate Final Plan application at a later date.
  - The facades designs have changed slightly to include more color in the design and to utilize more of the existing red brick.

APPLICANT:

- The applicant is Curtis Petersen with Polsinelli PC.
- The property is owned by:
  - Ranch Mart McDonalds, L.L.C.
  - Ranch Mart North, L.L.C.
  - Linwood Pioneer Cemetery, L.L.C.
  - Leawood Post Office, L.L.C.
- The engineer and architect is Chris Hafner with Davidson Architecture and Engineering.

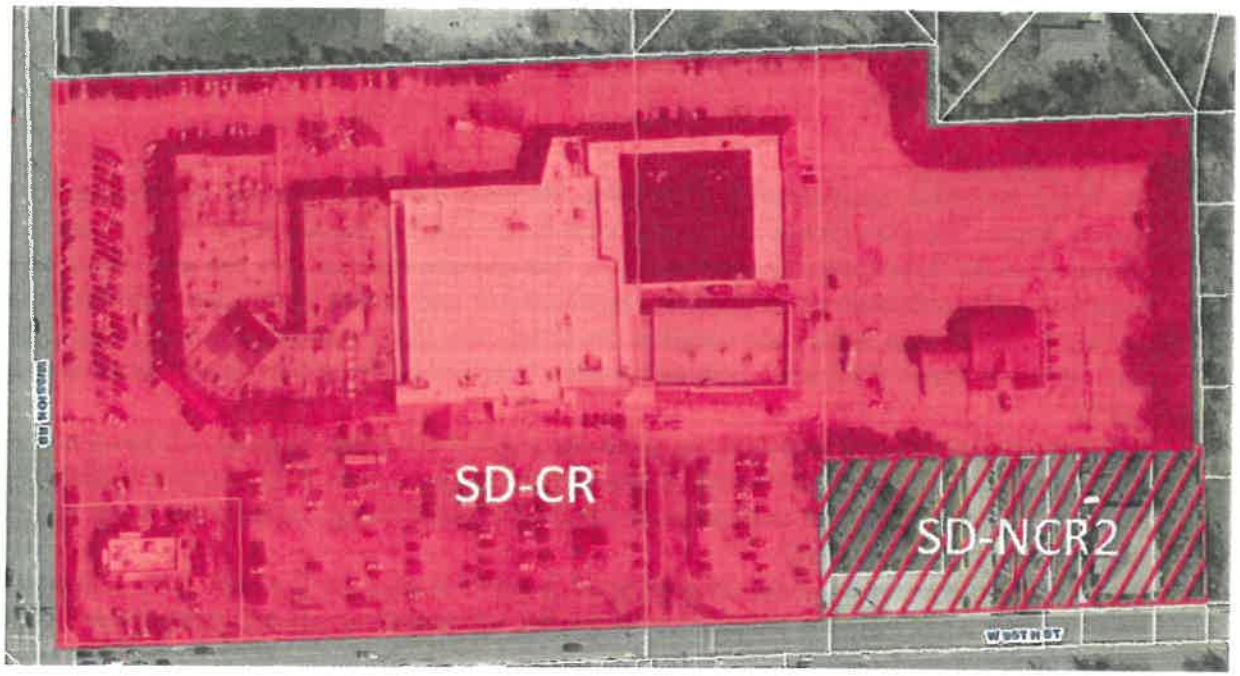
REQUEST:

- The applicant is requesting approval of a Revised Final Plan and Final Plat, for the redevelopment of Ranch Mart North, which consists of 17.23 acres on six tracts of land.
- The applicant is requesting to upgrade the entire site parking lot configuration, lighting and landscaping.
- The applicant is requesting to upgrade the façade of the entire main retail center within the development, and the demolition and reconstruction of the eastern end of the main retail center.
- The applicant is decreasing the overall sq.ft. of building area from 221,552 sq.ft. to 218,057 sq.ft, and reducing the F.A.R. of the SD-CR zoning district from 0.32 to 0.31.

- The overall Ranch Mart North development shall be made up of 218,057 sq.ft. of construction on 17.23 acres. The SD-CR zoning district shall be made up of 213,161 sq.ft. for an F.A.R of 0.31 within the SD-CR zoning district; the SD-NCR2 zoning district shall be made up of 4,896 sq.ft. for an F.A.R. of 0.07.

ZONING:

- The property is zoned SD-CR and SD-NCR2, as shown below.



COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

LOCATION:

SURROUNDING ZONING:

- North — Directly to the north of the property is Curè of Ars church and school, and the Leawood subdivision, a single-family residential subdivision, zoned R-1 (Planned Single-Family Low Density Residential).
- East — To the east is the Leawood subdivision, a single-family residential subdivision zoned R-1 (Planned Single-Family Low Density Residential).
- South — To the south is 95th Street, beyond which is the southern portion of the Ranch Mart North shopping center, and a retirement living facility within the City of Overland Park.
- West — To the west is Mission Road, beyond which is a collection of commercial uses within the City of Prairie Village.

SITE PLAN COMMENTS:

- The Ranch Mart North development is 17.23 acres, located at the northeast corner of 95th Street and Mission Road. The site includes one existing multi-tenant building, constructed in 1960, hereinafter referred to as the "main center" (located on Lot 1). The site also includes three pad sites; McDonalds (located on Lot 4, southwest corner of the site) constructed in 1992, a bank constructed in 1999 (located on Tract 2, east of main center), and CareNow (the former post office, constructed in 1961) (located on Lot 3, southeast corner of the site). Linwood Cemetery is located on the southeastern portion of the site (Lot 5).
- Five foot sidewalks are proposed along the entire site length of 95th Street, widening to 6 feet in front of McDonalds. Three foot tall masonry screen walls are generally proposed in front of parking fields for the length of 95th Street, with the exception of the McDonalds street frontage, where there is not enough space to allow for the screen wall.
- Seven foot sidewalks are proposed along the entire length of Mission Road, except at the McDonalds frontage where 5 foot sidewalks are proposed. Three foot tall masonry screen walls are proposed for all parking frontages along Mission Road.
- There are four connections from the buildings within the development to perimeter sidewalks along 95th Street and two connections to perimeter sidewalks along Mission Road.
- Four bike rack locations are proposed on the site – two racks on the north side, one on the west side, and one on the south side of the main center.
- A concrete 16 foot long, 4 foot wide slab for use as a Kansas City Area Transportation Authority (KCATA) bus stop is located on 95th Street, south of the sidewalk and east of the driveway entrance near McDonalds. The final design for the bus stop will be submitted by KCATA at a later date.

Main Center

- The main center of the development faces south and west. A large parking lot is located on the south side of the main center and a smaller parking lot is located on the west.
- The applicant proposes to upgrade the existing landscape islands, and provide additional landscape islands, in both parking lots. The applicant proposes two north-south 5 foot sidewalk connections through the islands south of the main center to provide pedestrian connectivity from 95th Street to the main center; the five foot sidewalk allows for 5 feet of green space within the islands to better support trees.
- Two sidewalk connections are provided from Mission Road to the main center, a 6 foot sidewalk at the northern driveway entrance and a 5 foot sidewalk at the southern driveway entrance.
- The applicant proposes to mill and overlay the parking lot pavement of the entire development.

- New LED parking lot light fixtures, and 18 foot poles from grade, are proposed throughout the center. Specialty 18' tall wooden light poles are proposed along the main east-west driveway of the main center, matching the wooden architectural elements of the facades.
- The applicant proposes to reconfigure the vehicular entry on Mission Road, west of the main center.
- The applicant proposes to remove one driveway entrance along 95th Street, between the McDonalds entrance and the stoplight to the east.
- The applicant proposes to remove the existing brick structure used as a monument sign/planter box on Mission Road.
- Trash enclosures are located on the north side of the Price Chopper, architecturally attached to the façade.
- Price Chopper serves as the anchor tenant of the main center. The applicant proposes a new drive-thru pharmacy for Price Chopper, to be located west of the main entrance, in the location of the current drive-thru used for grocery pick-up. Cueing space for 5 vehicles is provided within the pull-through lane.
- A portion of the main center, east of Price Chopper, is proposed to be demolished to provide room for a pedestrian plaza area with connection to a larger plaza space surrounding a proposed two-story office/retail building in the northeast corner of the site.
- At grade artwork is proposed within the main east-west drive aisle, in front of the new pedestrian plaza. The artwork is made of thermoplastic coating and will have a black and white interlocking tree pattern. In-ground lighting will illuminate the artwork on the perimeter.

Southeast Corner of Main Center: Retail Building

- The southeastern corner of the main center is proposed to remain.
- A new 3' tall, integrated, metal faced planter with a bronze finish is proposed to wrap the corner of the east end, defining the tenant patio space from the approximately 6' sidewalk.
- A restaurant use is proposed to occupy this tenant space, and will include a patio space with an outdoor game area that wraps around the south and east sides of the building. Patio furniture and amenities for this space will be approved with a Final Plan for a Tenant Finish at a later date.

Northeast Corner of Main Center: Proposed Retail and Office Building

- The existing extension of the main retail center, located on the northeast corner, is proposed to be demolished. The applicant proposes the construction of a 27,597 sq.ft., two-story office/retail building.
- The new building will be separated from the existing center by a pedestrian plaza space, approximately 300' from north-south and 200' long from east-west, with landscaping, lighting and seating amenities. The plaza is proposed to have a series of dark and light concrete pavement, creating a patterned affect.
- The eastern entrance to the plaza is protected from the adjacent drive lane with illuminated bollards approximately 40" in height.
- A pedestrian walkway spanning the drive aisles east of the main center will include a pedestrian refuge island that is elevated 6" from grade with raised planters and colored stamped concrete. The crimson coral colored concrete will have a brick herringbone pattern.

East of Main Center: NBKC Bank

- The 32'-0" tall, 4,836 sq.ft. NBKC Bank building will remain as existing.
- The parking field surrounding the bank will be reconfigured with additional parking lot islands and pavement striping.
- New islands will be provided for the bank teller lanes.

- A new 7' concrete sidewalk is proposed to wrap the north, east and south sides of the building.
- A 5' sidewalk connection is proposed from the main center to the bank, on the south side of the main drive aisle.
- A trash enclosure is proposed to be located on the west side of the bank drive-thru lanes, architecturally attached to the columns.

McDonalds

- The existing 16'-0" tall, 3,610 sq.ft. building and associated drive-thru are to remain as existing.
- The applicant proposes newly configured islands on the north side of the McDonalds parking field to provide better traffic circulation.
- A monument sign is proposed on 95th Street near the McDonalds driveway entrance, and along Mission Road near the southern driveway entrance.

CareNow

- The 24'-0" tall, 4,896 sq.ft. CareNow building will remain as existing.
- The applicant proposes to reconfigure the parking lot with 90 degree parking, and regrade the site to eliminate ADA noncompliance.
- The applicant will change the landscape islands and create better circulation with the main center parking lot.

Cemetery

- The existing drive aisle south of the cemetery will be removed and replaced with green space and additional landscaping.
- The existing sidewalk on the eastern side of the cemetery will be removed. A new pedestrian connection will be provided on the north side of the cemetery.
- A sidewalk connection is proposed to connect from 95th Street to the south side of the cemetery.

BULK REGULATIONS:

The subject site was developed prior to the adoption of the current ordinance. Some of the site characteristics are nonconforming as they relate to the required bulk regulations of the SD-CR and SD-NCR2 zoning districts. However, the nonconforming site characteristics are considered legally nonconforming. The following table summarizes criteria that are required along with the existing and what is currently proposed.

SD-CR Zoning District

Criteria	Required	Existing	Proposed	Criteria
Exterior Structure Setback – Mission Road (McDonalds)	40'	40'	40'	Complies
Exterior Structure Setback – North Property Line (Price Chopper)	40'	63'	63'	Complies
Residential Structure Setback – (North Property Line) (Price Chopper)	125'	63'	63'	Legally Non-Conforming
Residential Structure Setback – (East Property Line)	125'	175'	175'	Complies
Minimum Open Space %	30%	13%	20	Reduces Non-Conformity
Minimum Interior Open Space %	10%	11%	12%	Complies
Minimum Acres	10 acres	15.61acres	15.61acres	Complies
Parking setback on north property line	25'	10'	19'	Reduces Non-Conformity
Parking setback along Mission Road	25'	0'	10'	Reduces Non-Conformity

Criteria	Required	Existing	Proposed	Criteria
Parking along 95th Street (McDonalds)	25'	5'	5'	Legally Non-Conforming
Parking along 95th Street (Main Center)	25'	2'-6"	14'-6" to 15'-6"	Reduces Non-Conformity
Maximum Floor Area Ratio (F.A.R.)	0.25	0.32	0.31	Legally Non-Conforming
Height Limit – SD-CR	50' (max.)	32'	38'-6"	Complies

SD-NCR2 Zoning District

Criteria	Required	Existing	Proposed	Criteria
Exterior Structure Setback – 95th Street (CareNow)	40'	15'	15'	Legally Non-Conforming
Exterior structure setback from east property line (CareNow)	75'	50'	50'	Legally Non-Conforming
Residential Structure Setback	75'	50'	50'	Legally Non-Conforming
Minimum Open Space %	30%	29%*	57%*	Reduces Non-Conformity
Minimum Interior Open Space %	10%	20%*	36%*	Complies
Minimum Acres	10 acres	1.63 acres	1.63 acres	Legally Non-Conforming
Maximum Floor Area Ratio (F.A.R.)	0.20	0.09	0.07	Complies
Height Limit – SD-NCR2	40' (max.)	24'	24'	Complies

**Open space calculations are as estimated by Planning Staff*

Deviations:

- The following deviations are requested, as provided by Section 16-3-9 A(5) of the Leawood Development Ordinance:

	Required	Existing	Proposed	Criteria
Interior Structure Setback	10'	0'	0'	Deviation Approved
Interior Parking Setback	10'	0'	0'	Deviation Approved

TRAFFIC:

- The traffic memo was provided for review by the Public Works Department at the time of Preliminary Plan detailing existing and proposed vehicular entry points, and trip generation for the AM and PM.

PARKING:

- Parking is provided throughout the site with the larger parking fields located to the south, east and west of the main center. A narrower parking lot is located along the north side of the main center.
- Per the Leawood Development Ordinance, parking within the SD-CR district is required at a ratio of 3.5 to 4.5 parking spaces per 1,000 sq.ft. of building area, except for food related businesses in which 1 parking space is required for every 2 seats, or by an alternative parking study.
- Per the Leawood Development Ordinance a minimum of 487 parking spaces are required for the retail businesses (3.5 parking spaces per 1,000 sq.ft.) and another 441 parking spaces for existing and proposed restaurant seating for a total of 928 parking spaces with this application. The applicant is proposing 933 parking spaces. The proposed number of parking spots is in conformance with the Leawood Development Ordinance. The total number of existing parking spaces is 846 (82 less than required).

ELEVATIONS:

- No changes are proposed to the elevations of the NBKC Bank or the CareNow building.

South Elevation – Section A (Plan Sheet A3.2)

- Section A of the southern elevation includes the building area to the west of Price Chopper.
- The main building entrances will face the south, and will be accessible via the covered sidewalk adjacent to the main entrances.
- Section A of the southern elevation is proposed to be 25'-8" (1-story) in height with a flat roof.
- The façade is composed primarily of the existing red-tone brick on the lower half. The upper façade is composed of stone tile in white, slate, and gascogne blue.
- The façade is accented with wooden awnings in a natural tone, zinc panels in varying shades of gray, brown and black, and a brightly colored Sunbrella fabric awning in violet.
- The storefronts will be composed of clear, 1" insulated glass with 2" clear anodized frames.
- Rooftop units will be site obscured by the building parapet.

South Elevation – Section B (Plan Sheet A3.2)

- Section B of the southern elevation includes Price Chopper and is proposed to be 25'-0" (1-story) in height with a flat roof.
- Price Chopper will be faced primarily with zinc panels in shades of gray, brown and black and the existing brick with a gray stain. Dark gray stone will accent the pharmacy drive-thru area. The existing red-tone brick of the main center will remain on the lower portion of the façade.
- A cementitious panel with integrated signage is proposed to surround the main entrance of the building. Wooden louvers will accent the main entrance.
- A canopied walkway will exist east of the main entrance and connect to the eastern corner of the main retail center.
- Rooftop units will be site obscured by the building parapet.

South Elevation – Section C (Plan Sheet A3.2)

- Section C of the southern elevation includes the building area to the east of Price Chopper and is proposed to be 24'-4" (1-story) in height with a flat roof.
- The façade is composed primarily of zinc panels in gray and black, and stone tile in varying shades of gray. Wooden louvers and perforated stainless steel accent panels are located above the covered walkway.
- A break in the façade is located just east of the existing Gordon Dental tenant space and serves as a pedestrian plaza space.
- A metal faced planter is proposed to wrap the corner of the eastern end, in front of the corner tenant space, and is used to separate the proposed patio space from the pedestrian sidewalk.
- A glass clerestory is proposed above the walkway of the corner tenant space.
- Rooftop units will be site obscured by the building parapet.

West Elevation (Plan Sheet A3.1)

- The façade is composed primarily of the existing red-tone brick on the lower façade, with gray stone and zinc panels on the upper façade.
- The west elevation is proposed to be 24'-0" (1-story) in height with a flat roof.
- The façade is accented with brightly colored Sunbrella fabric awnings in green and violet, and zinc fascia awnings.
- A covered walkway, including colonnades, canopies and awnings, generally spans the western façade.
- Rooftop units will be site obscured by the building parapet.

East Elevation – Main Center (Plan Sheet A3.3)

- The eastern façade is composed of two separate buildings – the eastern end of the main retail center and a newly constructed, two-story (38'-6" tall), retail and office building. The buildings are separated by a pedestrian plaza space.
- A covered walkway, including colonnades and canopies generally spans much of the eastern facades of both buildings.
- The façade is composed primarily of brick in dark gray, and stone tile in light gray. Red brick is incorporated to match the southern elevations of the retail center.
- Gray zinc panels and wooden louvered awnings are located on the upper portion of the façade.
- Perforated metal screens with abstract patterns accent the façade for a modern architectural appeal.
- The eastern elevation has a flat roof. Rooftop units will be site obscured by the building parapet.

East Elevation – Mixed Use (Plan Sheet A3.3)

- The eastern façade of the mixed use building will be 38'-6" tall with a flat roof. Rooftop units will be site obscured by the building parapet.
- The building has a continuous window system on both the lower and upper levels.
- Fritted glass will be located on the upper level of the central portion of the façade.
- A vertical band of red brick is incorporated to tie into the main retail center of Ranch Mart North.
- A second-story balcony is located on the south and west facades of the building, with metal railing, overlooking the pedestrian plaza space

North Elevation – Section A (Plan Sheet A3.4)

- The northern elevation is composed of two separate buildings – the northern side of the two-story office and retail building (38'-6" tall), and the northern side of the main retail center (27'-0" tall).
- The façade of the mixed use building is composed primarily of zinc panels in varying shades of light gray. Red brick will be incorporated to match the southern elevations of the retail center.
- A covered walkway with canopies generally spans the retail spaces located on the northern façade.
- The northern elevation has a flat roof. Rooftop units will be site obscured by the building parapet.

North Elevation – Sections B & C (Plan Sheet A3.4)

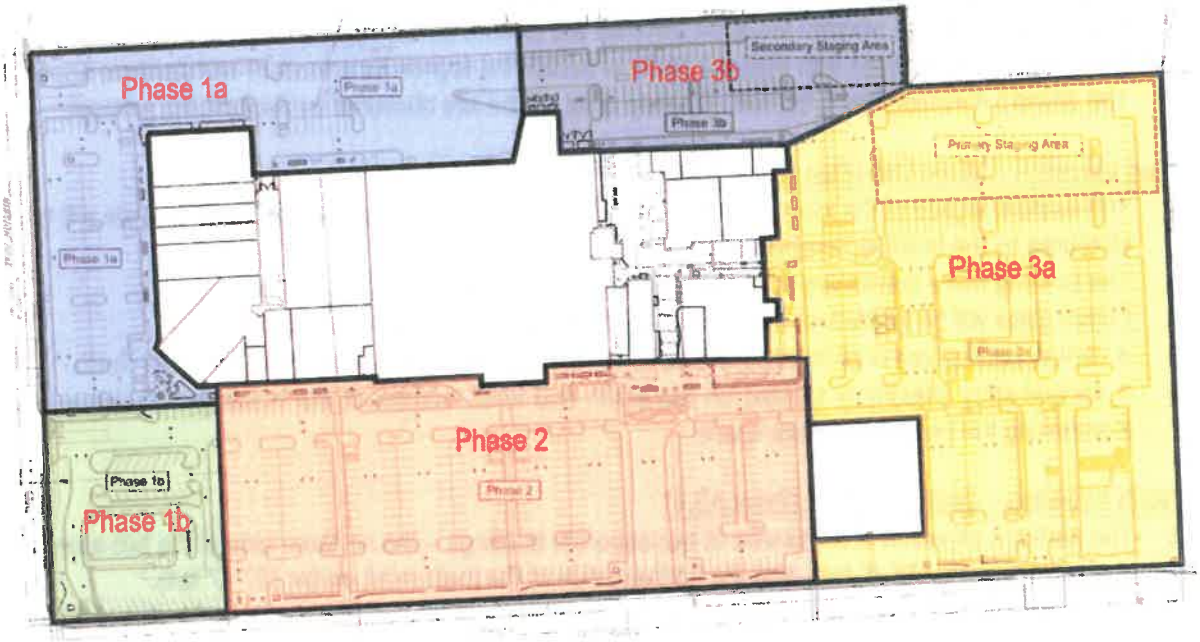
- Section B of the northern elevation includes the trash enclosures on the north side of Price Chopper.
- The applicant proposes 5 enclosures secured by steel gates.
- The façade is 27'-0" tall and consists of existing red brick.
- The northern elevation has a flat roof. Rooftop units will be site obscured by the building parapet.

North Elevation – Section D (Plan Sheet A3.4)

- Section D of the northern elevation is 24'-0" tall.
- The northern elevation has a flat roof. Rooftop units will be site obscured by the building parapet
- A covered walkway, including colonnades, canopies and awnings generally spans the retail spaces located on the northern façade.
- The façade consists of existing red brick on the lower portions and gray stone and brick located on the upper portion. Zinc panels provide architectural interest across the façade.
- The façade is accented with brightly colored Sunbrella fabric awnings in green.

PHASING:

- The first phase of the project will begin at the northwest corner of the site, with the parking field on the north side of the main retail center.
- The phases will be coordinated in a counterclockwise direction around the site, with the primary parking lot construction (south of Price Chopper) taking place in Phase 2.
- The new 2-story retail space construction will take place during the final phases of the project.
- The graphic below represents the Phasing Plan shown on Sheet C1.2, attached:



SIGNAGE:

- Ranch Mart North has sign criteria recommended by the Planning Commission and approved by the Governing Body.
- The applicant proposes to create new sign criteria for Ranch Mart North at a later date.
- Signage is reviewed administratively. No signage is proposed with this application.

LANDSCAPING:

- The proposed landscape plan provides a mixture of native grasses with perennials in order to provide a wide variety of plant height, texture, and bloom times. The applicant has stated that the landscape theme is also carried out through architectural elements in the center, including the patterns in the perforated metal screens.

95th Street

- Perimeter street trees will be installed along 95th Street at a rate of 1 per 35 lineal feet.
- Additional trees will be provided in the new green space located south of the cemetery, providing screening from 95th Street.
- A 3 foot tall parking lot screening wall is provided along 95th Street, beginning at the western driveway entrance and continuing to the easternmost driveway. The green space between the sidewalk and the screen wall will be bermed and accented with groupings of deciduous and evergreen shrubs, native grasses and perennials.

- A screening wall is not proposed along the McDonalds frontage due to space limitations; however, a continuous row of evergreen shrubs is proposed.

Mission Road

- Perimeter street trees will be installed along Mission Road at a rate of 1 per 35 lineal feet.
- A 3 foot tall parking lot screening wall is provided along Mission Road from the southernmost driveway entrance to the northernmost driveway entrance. The landscape area between the back of curb and the screen wall will be bermed.
- Groupings of deciduous and evergreen shrubs, native grasses and perennials are planted along the roadway frontage.
- A screen wall is not proposed along the McDonalds frontage; however, a continuous row of evergreen shrubs will be installed.

Other

- The existing trees on the north and east property lines (areas adjacent to single family residential) are to remain as existing. An additional 68 trees are proposed to infill the property line, and include a mix of evergreen, understory and overstory trees.
- The applicant is proposing that parking lot islands will contain two shade trees where possible, and ornamental trees within smaller islands. The applicant meets the Leawood Development Ordinance requirement of one tree planted for every ten parking spaces.
- The pedestrian plaza space between buildings will be accented with trees, creating comfortable places to sit and interact.
- The following table summarizes perimeter landscaping requirements of the Leawood Development Ordinance adjacent to the public right-of-way:

	Mission Road		95th Street	
	Required	Proposed	Required	Proposed
Shade Trees	18	18	35	35
Ornamental Trees	52	0*	103	0*
Shrubs	124	124	248	252

*Note: The landscaping at Ranch Mart North is considered existing non-conforming therefore any increase in landscaping is considered a decrease in the non-conformity. Ornamental trees are unable to fit due to space constraints.

LIGHTING:

- New 18' LED parking lot light fixtures are proposed throughout the parking field of the entire development.
- A special wooden pole design is proposed across the primary east-west drive aisle in front of the main center, and will feature a wooden pole in keeping with the contemporary design of the façade.
- Accent lighting is proposed throughout the proposed plaza area, including in-grade lighting, bollard lighting, suspended luminaires and path lighting. Up-lighting is strategically placed to illuminate trees.
- All exposed bulbs shall be frosted to hide the source of the light.
- Per Leawood Development Ordinance the applicant is showing a maximum of 0.5 foot-candles at the property line.
- The parking lot meets the required uniformity ratio of the Leawood Development Ordinance.

FINAL PLAT:

- A Final Plat for the Ranch Mart North shopping center was submitted Lots 1-5.
- The proposed Final Plat encompasses all of the Ranch Mart North development, including the existing cemetery.

- The Final Plat of Ranch Mart North consists of the following:

Lot/Tract	Zoning	Acres
1 (Main Retail Center)	SD-CR	11.28
2 (NBKC Bank & Parking)	SD-CR	3.65
3 (CareNow & Parking)	SD-NCR2	1.26
4 (McDonalds)	SD-CR	0.68
5 (Cemetery)	SD-NCR2	0.37

IMPACT FEES:

- A total of 27,597 sq.ft. of new construction is proposed with this application.
  - **PUBLIC ART IMPACT FEE:** The applicant/owner shall be responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq.ft. of finished floor area, estimated currently at $4,139.55 ($0.15 x 27,597 sq.ft). This amount is subject to change by Ordinance.
  - **PARK IMPACT FEE:** A park impact fee in the amount of $0.15/square foot of finished floor area is required prior to issuance of a building permit, estimated currently at $4,139.55 ($0.15 x 27,597 sq.ft). This amount is subject to change by Ordinance.

STAFF COMMENTS:

- The applicant applied to the Board of Zoning Appeals (BZA) on February 27, 2019 for an Appeal of an Administrative Decision (BZA Case 12-2019) regarding the location of the proposed trash enclosure, attached to the drive-thru of the NBKC Bank. The Board of Zoning appeals approved the applicant's proposed location for the trash enclosure.
- Staff recommends that the proposed 7 foot wide sidewalk on Mission Road adjacent to the screening wall be revised to 6 feet in width, adding an additional foot of landscaped area on the west side of the screen wall. **(Stipulation 4) The applicant has submitted revised plans meeting this stipulation.**
- The applicant is proposing a stained, wooden light pole located along the main east-west corridor of the center. Staff is concerned about the long-term maintenance of the wooden poles, and recommends a metal pole be use. **(Stipulation 6) The applicant replaced the wooden poles with metal poles, per stipulation.**

Exhibit A

City of Leawood

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

MEMORANDUM

Date: March 21st, 2019

To: Richard Coleman, Director of Community Development

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

Re: Ranch Mart North Shopping Center – Final Plat/Plan
Case Number: 04-19

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

1) Traffic Study:
   a) The developer submitted a site comparison traffic study on the existing and proposed uses. With this proposed development the PM Peak traffic will increase by 9 trips and AM trips will increase by 25. Based on this comparison, the proposed redevelopment is expected to have negligible impacts to trip generation.
2) Storm Water Study
   a) The proposed pervious area is increasing from 13.4% to 18.3%, therefore no stormwater detention of treatment facilities are required.
   b) The developer shall provide a dedicated drainage easement for all public stormwater infrastructure.
3) The developer shall construct five foot wide sidewalks along Mission Road and along 95th Street. This sidewalk shall be widened to 6 foot if located adjacent to a wall. The sidewalk may be narrowed to 5' when against the wall to accommodate required street trees. The detail and locations of the narrowed sidewalk for street trees shall be coordinated prior to final engineering plan approval. The sidewalk easements will be determined at final engineering plan approval and shall be submitted prior to a Right-of-Way Permit for the proposed improvements.
4) Permanent structures, including monument signs, shall not be placed within the Right-of-Way and Public Easements.

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

6) Construction vehicles, including vehicles of construction personnel, shall not be parked within the Right-of-Way. All staging and storage of equipment and/or materials for private improvements shall be contained on the proposed development unless a Right-of-Way Permit has been obtained by the Contractor.

7) The Developer shall repair any damaged areas between the back of curb and the Right-of-Way. This shall include street lighting equipment, traffic signal equipment, sidewalk, storm sewers, grass, etc.

8) All public improvements shall be designed and constructed in accordance with the City of Leawood Public Improvement Construction Standards as developed by the Department of Public Works (latest revision).

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

10) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.

11) The plat will not be released for recording until all public permits have been reviewed and approved by the City Engineer.

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

If you have any questions, please call me at (913) 663-9134.

Exhibit B

Jessica Schuller

From:	Gene Hunter
Sent:	Friday, March 1, 2019 5:01 PM
To:	Jessica Schuller
Subject:	RE: Circulation plans for Ranch Mart

Jessica...the clearances are adequate. Thanks, Gene

From: Jessica Schuller <jessicas@leawood.org>
Sent: Friday, March 1, 2019 4:51 PM
To: Gene Hunter <geneh@leawood.org>
Subject: Circulation plans for Ranch Mart

Jessica Schuller, AICP
City of Leawood
Planner II
jessicas@leawood.org
Tel (913) 663-9163

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAN AND FINAL PLAT FOR RANCH MART NORTH SHOPPING CENTER – REDEVELOPMENT, LOCATED NORTH OF 95TH STREET AND EAST OF MISSION ROAD. (PC CASE 04-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plan and Final Plat for the redevelopment of the Ranch Mart North Shopping Center;

WHEREAS, such request for approval was presented to the Planning Commission on March 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 and Final Plat, subject to the following stipulations:

1. This approval is limited to 27,597 sq.ft. of new construction, site improvements, and a total of 218,057 building sq.ft. for the Ranch Mart North development, located on 17.23 acres for an F.A.R. of 0.31 within the SD-CR zoning district and an F.A.R. of 0.07 in the SD-NCR2 zoning district.
2. The applicant shall be responsible for the following impact fees:
   a. The applicant/owner shall be responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq.ft. of finished floor area, estimated currently at $4,139.55 ($0.15 x 27,597 sq.ft). This amount is subject to change by Ordinance.
   b. A park impact fee in the amount of $0.15/square foot of finished floor area is required prior to issuance of a building permit, estimated currently at $4,139.55 ($0.15 x 27,597 sq.ft). This amount is subject to change by Ordinance.
3. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any new construction, subject to the applicant and Governing Body entering into a memorandum of understanding on existing tenant space.
4. Prior to Governing Body, the proposed 7 foot wide sidewalk on Mission Road adjacent to the screening wall shall be revised to 6 feet in width, adding an additional foot of landscaped area on the west side of the screen wall.
5. All proposed art features and artistic architectural elements, including water features shall be approved with a Final Plan at a later date.

6. The applicant shall replace the wooden light poles proposed along the main east-west corridor of the center with metal poles, meeting all Leawood Development Ordinance requirements.
7. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Governing Body at Final Plan.
8. 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.
9. 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.
10. Per the Leawood Development Ordinance all pedestrian crosswalks shall be demarcated from the adjacent street pavement with a different material and color.
11. The project includes the following deviations:
    a. 0' Interior parking setback
    b. 0' Interior building setback
12. 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. No outdoor storage of product or equipment shall be allowed.
13. All downspouts shall be enclosed.
14. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The architectural treatment screening the utilities shall be at least as tall as the utilities they are to screen.
15. 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.
16. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18' in height from grade, including base.
17. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
18. Per the Leawood Development Ordinance, the maximum amount of 0.5 foot-candles shall be permitted at the property line.
19. Per the Leawood Development Ordinance, the perimeter area of all on-site open parking areas shall be screened from the view of adjacent properties and streets to a minimum height of 3 feet by the use of a combination of berms and/or walls accented with plant material.
20. Per the Leawood Development Ordinance, one (1) tree shall be provided for each 35 feet of street frontage within the landscaped setback abutting said street frontage.

21. Per the Leawood Development Ordinance, all medium and large deciduous 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.
22. 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.
23. All landscaped open space shall consist of a minimum of 60% living materials.
24. All landscaped areas shall be irrigated.
25. The approved final landscape plan shall contain the following statements:
    a) All trees shall be callipered and undersized trees shall be rejected.
    b) All parking lot islands shall be bermed to discourage foot traffic.
    c) All hedges shall be trimmed to maintain a solid hedge appearance.
    d) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
    e) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.
    f) All landscaped open space shall consist of a minimum of 60% living materials.
26. 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.
27. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo, shown as Exhibit A, on file with the City of Leawood Planning and Development Department, prior to recording the plat.
28. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo, shown as Exhibit B, on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
29. Signage is not approved with this application. All signage shall meet all the requirements of the Leawood Development Ordinance and sign criteria for the Ranch Mart development.
30. A Sign Permit shall be required from the City of Leawood Community Development Department prior to installation.
31. Per the Leawood Development Ordinance, a maximum noise level of 60 decibels shall be permitted at the property line, including all restaurant patio sound systems and/or televisions.
32. All outdoor televisions shall be faced away from residential neighborhoods.
33. The Owner/Applicant shall establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and storm water system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and

severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.

34. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
35. A cross access/parking easement for the entire development shall be recorded on the plat with the Johnson County Register of Deeds prior to issuance of a building permit.
36. 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.
37. All sidewalks shall be installed as per street construction standards.
38. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
39. 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 thirty-nine.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

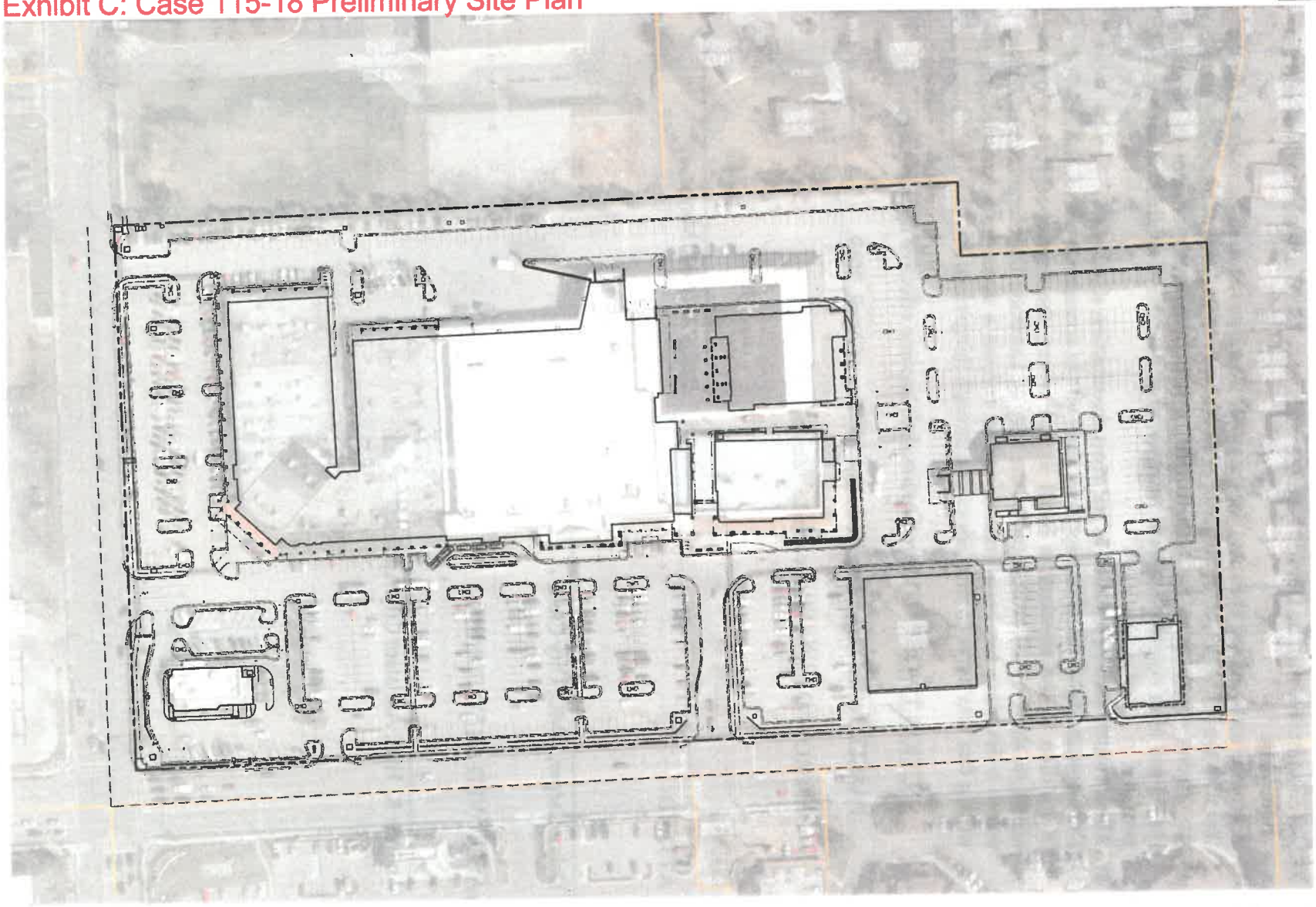
ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney

Exhibit C: Case 115-18 Preliminary Site Plan



1 Site Plan
scale 1" = 80'
north

davidson
architecture engineering

4801 Indian Creek Parkway
Overland Park, KS 66207
phone 913.451.8380
fax 913.451.8381
www.davidsonaa.com

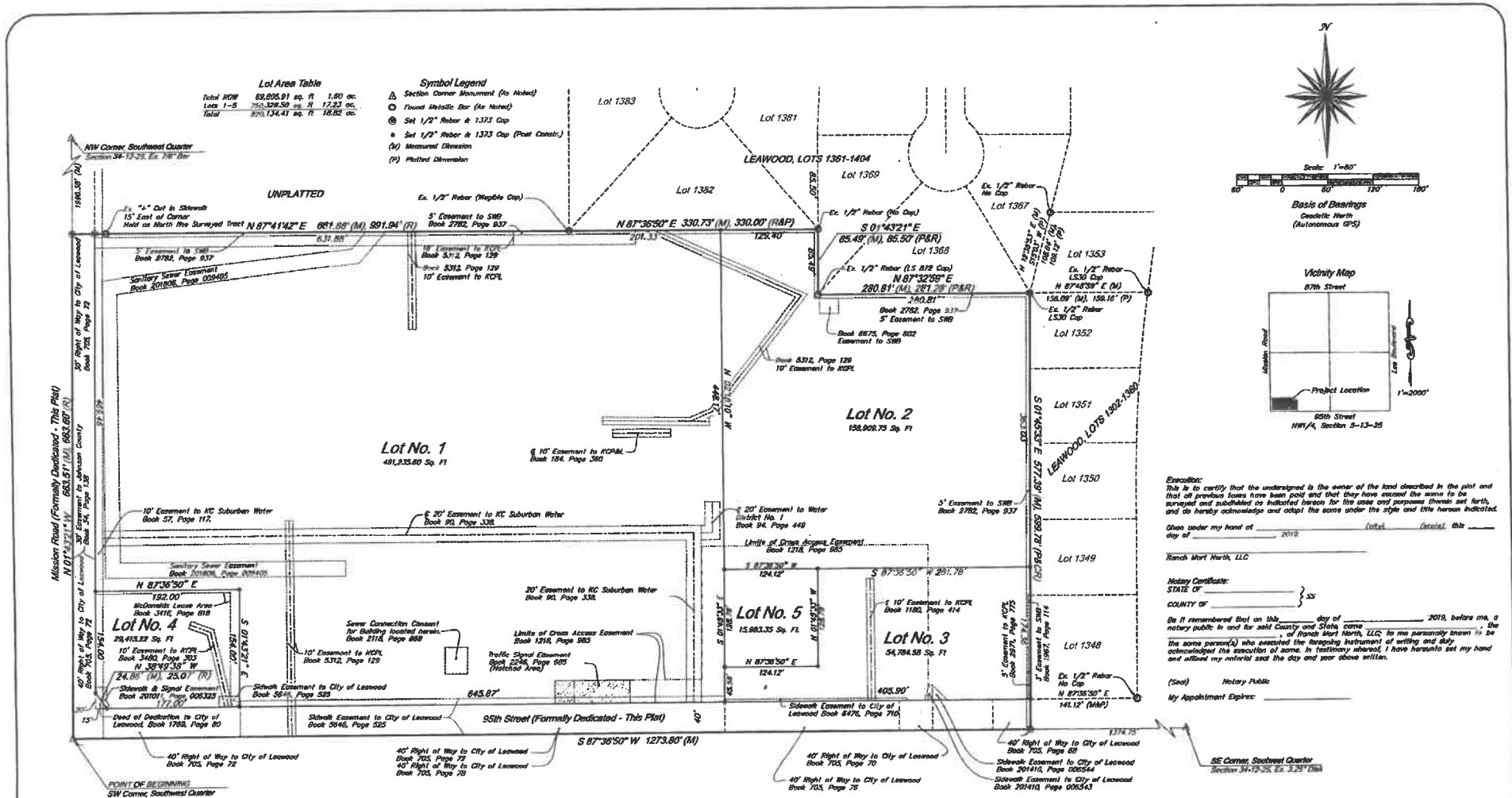
a redevelopment for
Ranchmart North
3700 W. 95th Street
Leawood, Kansas

date
09.18.2018
drawn by
dAE
checked by
dAE
revisions

10.05.2018	1
10.18.2018	2

sheet number
A□.□
drawing type
preliminary
project number
18291

Final Plat
Ranch Mart North
City of Leawood, Johnson County, Kansas



Description:
A tract of land in the Southwest Quarter of the Southwest Quarter of Section 34, Township 12, Range 25 in the City of Leawood, Johnson County, Kansas and being more particularly described as follows:
Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 34; thence North 01°43'21" West, along the West line thereof, a distance of 663.51 feet (measured, 663.69 feet, deed) to the Northwest corner of the South one-half of the West one-half of said Southwest Quarter of the Southwest Quarter of said Section 34; thence North 87°41'42" East, along the north line thereof, a distance of 681.88 feet (measured, 681.94 feet, deed) to the Northeast corner of the South one-half of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, said point being the Southwest corner of lot 1382, Leawood, Lots 1361 to 1404; thence North 87°36'50" East, parallel to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34 and along the South line of said Lot 1382, a distance of 330.73 feet (measured, 330.00 feet, deed) to the Southwest Corner thereof; thence South 01°43'21" East, parallel to the West line of the East one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, and along the Westerly line of Lot 1369, Leawood, Lots 1361 to 1404, a distance of 85.49 feet (measured, 85.5 feet, deed) to the Southeastmost corner thereof and Southwest corner of Lot 1368, said Leawood; thence North 87°32'55" East (measured, North 87°36'50" East, calculated from deed and plat) along the South line of said Lot 1368, a distance of 280.81 feet (measured, 281.28 feet, deed) to the Southeast corner thereof, said point being the Northwest corner of Lot 1352, Leawood Lots 1302 -1360; thence South 01°45'13" East, along the Westerly line of said Leawood, Lots 1302-1360, a distance of 577.39 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34; thence South 87°36'50" West, along said South line, a distance of 1273.80 feet to the POINT OF BEGINNING and containing 820,134.41 square feet, more or less.

Surveyor's Notes:
1. Title information contained herein is limited to that information contained in the provided Commitment for Title Insurance, Commitment No. NCS-914237, Effective Date of July 11, 2018, at 08:00 A.M. and issued by First American Title Insurance Company.
2. By graphic plotting only, the herein described tract lies entirely within Zone X, Areas determined to be outside of the 0.2% chance annual floodplain, based on Flood Insurance Rate Map 20091C0045G, effective on 08/03/2009.
3. The origin of found monuments is unknown unless otherwise stated.

Dedication:
The undersigned proprietors of the above described tract of land have caused the same to be subdivided in manner as shown on the accompanying plat which hereafter shall be known as "Ranch Mart North".

A perpetual easement over, under and through the areas outlined and designated on this plat as "Utility Easement" or "U/E" for the purpose of entering upon, locating, constructing and maintaining or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables, including similar facilities, and appurtenances thereto in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement, together with the right of access for the same, is hereby granted to the City of Leawood, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

The undersigned proprietor of said property shown on this plat does hereby dedicate over, under and through all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways and avenues not heretofore dedicated, a perpetual easement for the purpose of constructing, using, replacing, and maintaining public roadways, public ways and thoroughfares, including storm sewer, street lighting, sidewalks, trails, and appurtenant work in any part of the easement, including the right to clean, repair, maintain and replace the roadways, and for any future expansion of such facilities within the area of the easement together with the right of access to the easement and over the easement for these purposes. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Leawood, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

Consent to Levy:
The undersigned proprietor of the above tract of land hereby agrees and consents 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:
This is to certify that the undersigned is the owner of the land described in the plat and that all previous taxes have been paid and that they have caused the same to be surveyed and subdivided as indicated hereon for the uses and purposes therein set forth, and do hereby acknowledge and adopt the same under the style and title hereon indicated.

Given under my hand at _____ (state), _____ (county), this _____ day of _____, 2019.

_____
Ranch Mart North, LLC

Notary Certificate:
STATE OF _____ }
COUNTY OF _____ } SS

Be it remembered that on this _____ day of _____, 2019, before me, a notary public in and for said County and State, came _____, the _____ of Ranch Mart North, LLC, to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

(Seal) Notary Public

My Appointment Expires: _____

City Planning Commission Approval:
This plat of Ranch Mart North has been submitted to and approved by the Planning Commission of the City of Leawood, Kansas this _____ day of _____, 20____.

_____
Marc E. Elkins, Chairman

City Governing Body:
This plat of Ranch Mart North has been submitted to and approved by the Governing Body of the City of Leawood, Kansas, this _____ day of _____, 20_____.

_____
Peggy Dunn, Mayor

ATTEST: Debra Harper, City Clerk

Surveyor's Certificate:
I, Joseph B. Strick, a Professional Land Surveyor in the State of Kansas, License Number 1373, do hereby certify that the survey shown hereon was completed in the field on August, 2018, by me or under my direct supervision and that this plat is a true and accurate exhibit of said field survey, based on actual field measurements, where the monuments are of the character and occupy the positions as indicated.

1-9-19
Joseph B. Strick, KS PS 1373

No.	Date	Description	Initials
1	10/30/2018	Revised Per Comments	JBS
2	11/13/2018	Revised Per Comments	JBS
3	01/9/2019	Per Comments	JBS

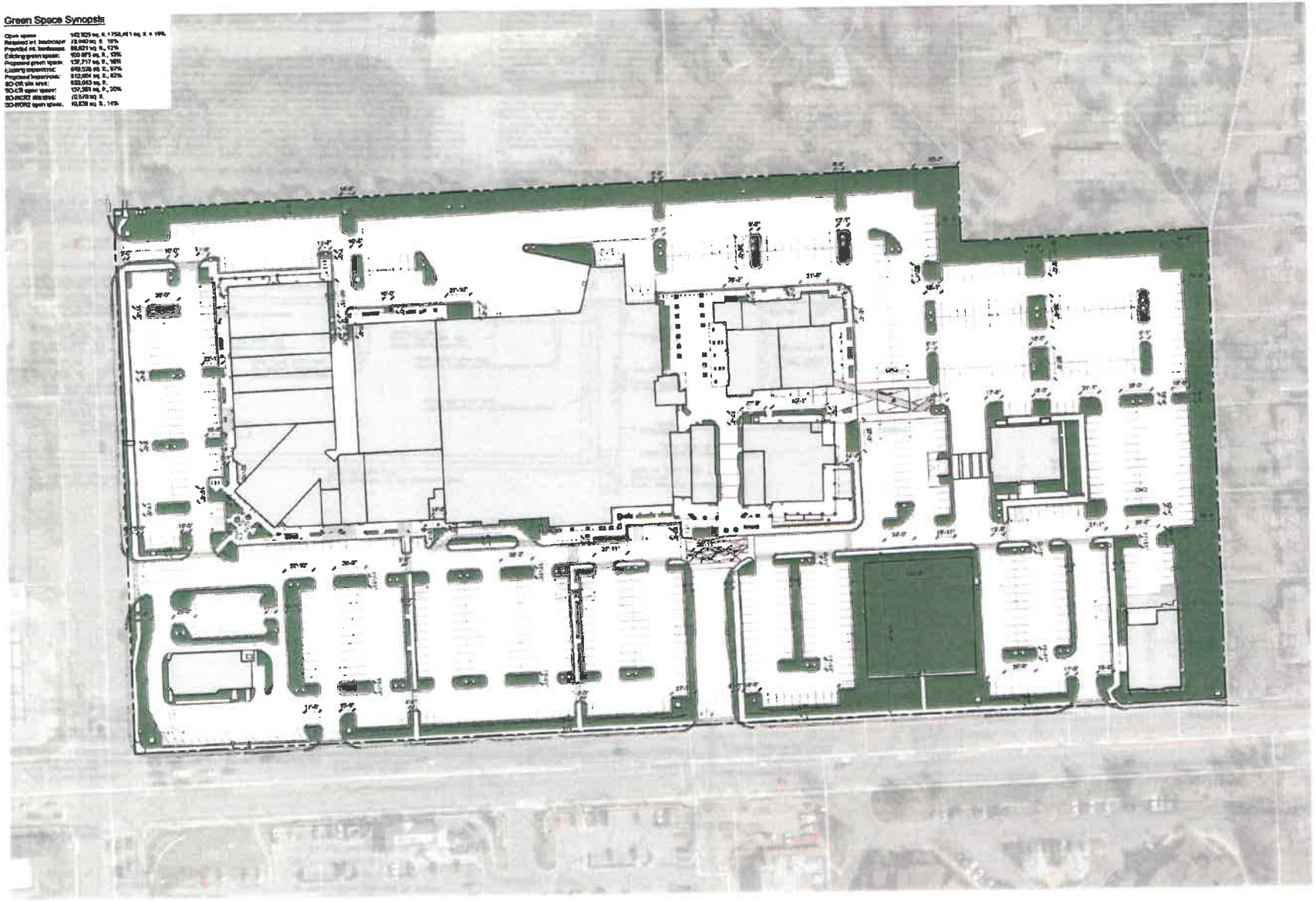
STRICK & COMPANY, INC.
PROFESSIONAL LAND SURVEYORS
806 S. Crestside Drive, Gardner KS 66030 913.856.0164 fax 913.856.0165
Missouri Certificate of Authority LS-2007 Kansas Certificate of Authority LS-1373

JOSEPH B. STRICK
LS-1373
KANSAS
LAND SURVEYOR
1-9-19

davidson
architecture & engineering
4201 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.8380
fax: 913.451.8381
www.davidsonae.com

Green Space Synopsis

Open space	142,925 sq. ft. / 756,461 sq. ft. = 19%
Required int. landscape	78,040 sq. ft. 10%
Provided int. landscape	88,821 sq. ft., 12%
Existing green space	100,875 sq. ft., 13%
Proposed green space	137,717 sq. ft., 18%
Existing impervious	648,536 sq. ft., 87%
Proposed impervious	612,604 sq. ft., 82%
SO-OR site area	633,043 sq. ft.
SO-OR open space	137,381 sq. ft., 20%
SO-RCR2 site area	70,578 sq. ft.
SO-RCR2 open space	10,838 sq. ft., 14%



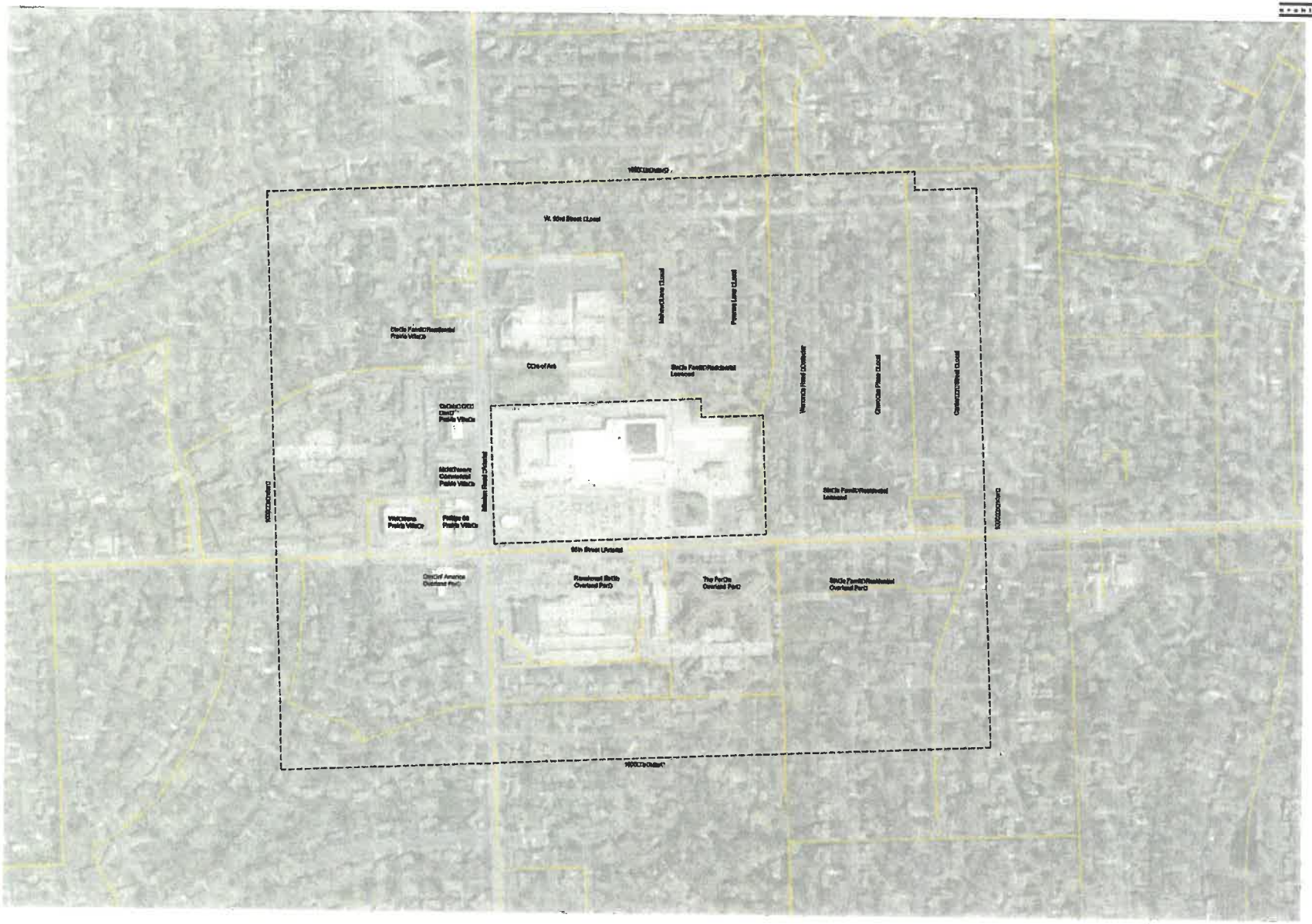
1 Site Plan
scale: 1" = 50'-0"
north

a redevelopment for
Ranch Mart
3700 W. 95th Street
Leawood, Kansas

date
12.18.2018
drawn by
DAE
checked by
DAE
revisions

01.11.2019	1
02.19.2019	2
03.07.2019	3

sheet number
A0.0
drawing type
final development plan
project number
16231



1 | 1000 Context Map
scale 1" = 2000'
north

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architecture engineering

4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.9390
fax: 913.451.9391
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a redevelopment for

Ranch Mart

3700 W. 95th Street
Leawood, Kansas

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02.19.2019	2

sheet number
A□.□

drawing type
final development plan

project number
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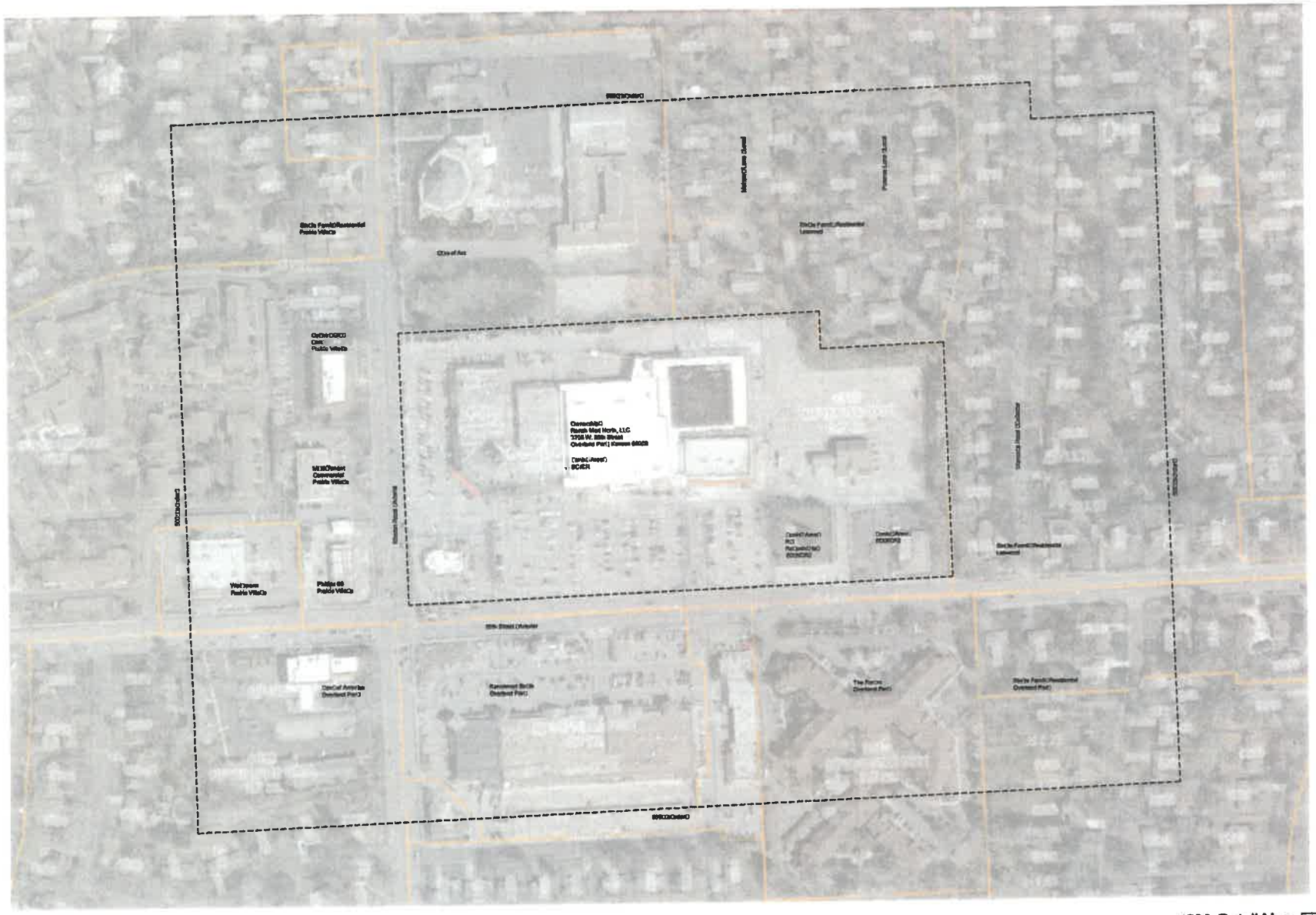

1 500 Detail Map
scale: 1" = 100'

north

davidson
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4501 Indian Creek Parkway
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phone: 913.451.8280
fax: 913.451.8281
www.davidsonae.com

a redevelopment for

Ranch Mart

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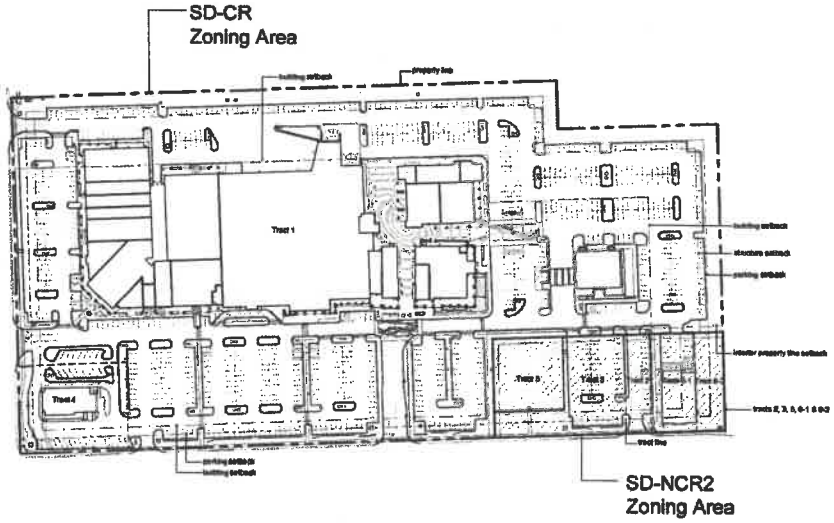
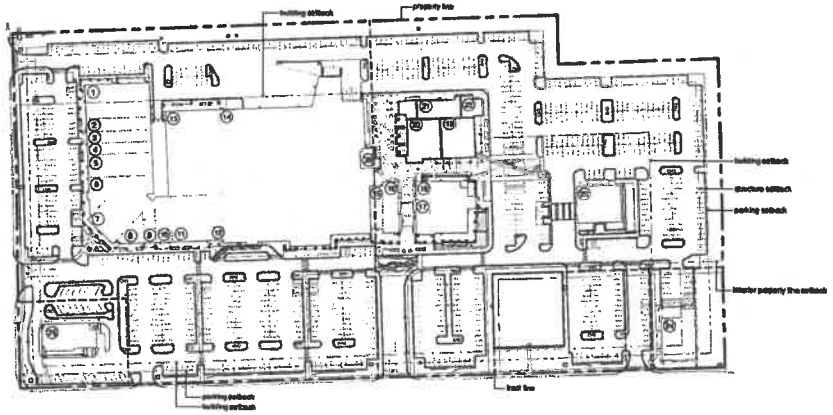


1 Zoning Plan
scale: 1" = 100'-0"
north



2 Building Use Plan
scale: 1" = 100'-0"
north

Schedule

Total area of the site: 760,401 sq. ft. 17.23 acres
Tract 1 site area: 652,543 sq. ft.
Tract 2 site area: 7,691 sq. ft.
Tract 3 site area: 34,340 sq. ft.
Tract 4 site area: 23,476 sq. ft.
Tract 5 site area: 16,963 sq. ft.
Tract 6-1 site area: 13,910 sq. ft.
Tract 6-2 site area: 6,684 sq. ft.

Gross building area: 218,097 sq. ft.
Carshine: 4,896 sq. ft.
NBKC Bank: 4,836 sq. ft.
McDonald's: 3,976 sq. ft.
Price Chopper: 63,283 sq. ft.
Retail: 69,197 sq. ft.
Mixed Use Building: 37,867 sq. ft.
Basement Storage: 43,921 sq. ft.

Floor area: 158,149 sq. ft.
Floor area ratio: 0.21
Building coverage: 21%
Open space: 142,689 sq. ft. / 760,401 sq. ft. = 19%
Required int. landscape: 76,040 sq. ft., 10%
Provided int. landscape: 98,021 sq. ft., 13%
Existing green space: 100,671 sq. ft., 13%
Proposed green space: 137,717 sq. ft., 18%
Existing impervious: 649,830 sq. ft., 87%
Proposed impervious: 612,684 sq. ft., 82%
SD-CR site area: 652,543 sq. ft.
SD-CR open space: 127,369 sq. ft., 20%
SD-NCR2 site area: 70,878 sq. ft.
SD-NCR2 open space: 10,038 sq. ft., 14%

Required parking:		
	Carshine (4,896):	17 spaces
	NBKC (4,836):	17 spaces
	Price Chopper (63,283):	222 spaces
	Retail (69,197):	194 spaces
	Office (16,800):	49 spaces
	McDonald's (76):	37 spaces
	Pizza (33):	11 spaces
	O'Reilly's (135):	68 spaces
	Mad Mitch (240):	120 spaces
	Dunk Donuts (33):	11 spaces
	8.25% of Rent (334):	167 spaces
	Total:	917 spaces

Provided parking: 833 spaces

Number of dwelling units: Not applicable

Building and parking setbacks for all sides
North: 30' parking setback & 125' building setback (adjacent residential)
South: 25' parking setback & 40' building setback
East: 30' parking setback & 125' building setback for SD-CR zoned portion; 75' building setback for SD-NCR2 zoned portion (adjacent residential)
West: 25' parking setback & 40' building setback

Height of each building (stories and feet)
Carshine: One story, 24'-0"
NBKC Bank: One story, 22'-0"
McDonald's: One story, 18'-0"
Price Chopper: One story, 22'-0"
Retail: One story, 20'-0"
Mixed Use Building: Two stories, 30'-0"

Plaza / Pedestrian Space Requirements:
833 spaces
833 / 125 = 7.464
7.464 x 1,000 = 7,464 sq. ft.
7.464 x 60% = 3,732 sq. ft. green

Plaza / Pedestrian Space Provided:
10,691 sq. ft.
3,916 sq. ft. green space with glass

Legal Description

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 34, Township 12, Range 25 in the City of Leawood, Johnson County, Kansas and being more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 34; thence North 01°42'23" West, along the West line thereof, a distance of 663.81 feet (measured, 663.88 feet, deed) to the Northwest corner of the South one-half of the West one-half of said Southwest Quarter of the Southwest Quarter of said Section 34; thence North 87°41'40" East, along the north line thereof, a distance of 661.49 feet (measured, 661.54 feet, deed) to the Northeast corner of the South one-half of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, said point being the Southeast corner of lot 1362, Leawood, Lots 1361 to 1404; thence North 87°32'50" East, parallel to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34 and along the South line of said Lot 1362, a distance of 330.72 feet (measured, 330.00 feet, deed) to the Southeast Corner thereof; thence South 01°42'21" East, parallel to the West line of the East one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, and along the Westerly line of Lot 1363, Leawood, Lots 1361 to 1404, a distance of 88.46 feet (measured, 88.5 feet, deed) to the Southwestern corner thereof and Southwest corner of Lot 1363, said Leawood; thence North 87°32'50" East (measured, North 87°31'50" East, calculated from deed and plat) along the South line of said Lot 1363, a distance of 330.01 feet (measured, 331.29 feet, deed) to the Southeast corner thereof, said point being the Northwest corner of Lot 1363, Leawood Lots 1362 - 1363; thence South 01°42'23" East, along the Westerly line of said Leawood, Lots 1362-1363, a distance of 572.35 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34; thence South 87°32'50" West, along said South line, a distance of 1373.50 feet to the POINT OF BEGINNING less and except the South 40 feet and West 30 feet thereof dedicated for roadway purposes and containing 750,401.47 square feet or 17.23 acres, more or less.

	Tenant Use	Area	Seating	Parking Required
1.	O'Reilly	6,600 sq. ft.	130 seats	68 spaces
2.	Retail	3,837 sq. ft.		13 spaces
3.	Wired PT	2,437 sq. ft.		8 spaces
4.	Cosmo Prof	2,466 sq. ft.		9 spaces
5.	Foot Spot	4,433 sq. ft.		16 spaces
6.	Liquor's	3,270 sq. ft.		11 spaces
7.	Nutrisport	7,334 sq. ft.		25 spaces
8.	Price Chopper	1,250 sq. ft.		4 spaces
9.	Pack Tiller	800 sq. ft.		3 spaces
10.	Beginner	1,754 sq. ft.		6 spaces
11.	Rainbow Wine	8,770 sq. ft.		29 spaces
12.	Jolly's	720 sq. ft.		3 spaces
13.	West Mad	13,600 sq. ft.		44 spaces
14.	Price Chopper	63,330 sq. ft.		222 spaces
15.	Dunk Donuts	1,763 sq. ft.	22 seats	11 spaces
16.	Gentlen Dental	2,468 sq. ft.		8 spaces
17.	Mathnasium	1,800 sq. ft.		6 spaces
18.	Mad Mitch	4,882 sq. ft.	240 seats	120 spaces
19.	Rest. A	4,102 sq. ft.	164 seats	82 spaces
20.	Rest B	4,257 sq. ft.	170 seats	85 spaces
21.	Retail A	2,339 sq. ft.		8 spaces
22.	Office	16,800 sq. ft.		49 spaces
23.	NBKC	4,836 sq. ft.		17 spaces
24.	Carshine	4,896 sq. ft.		17 spaces
25.	McDonald's	3,640 sq. ft.	74 seats	37 spaces
26.	Pizza	1,034 sq. ft.	22 seats	11 spaces
	Total	170,372 sq. ft.	938 seats	917 spaces required

Note: All existing basement space in the shopping center is used exclusively as storage space. No tenants have rights to access the basement. This space has not been included in the parking count.

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a redevelopment for
Ranch Mart
3700 W. 95th Street
Leawood, Kansas

date
12.18.2018
drawn by
DAE
checked by
DAE
revisions
01.11.2019 1
02.19.2019 2
03.08.2019 3

sheet number
A1.0

drawing type
final development plan
project number
16231

davidson
architecture engineering

Notes

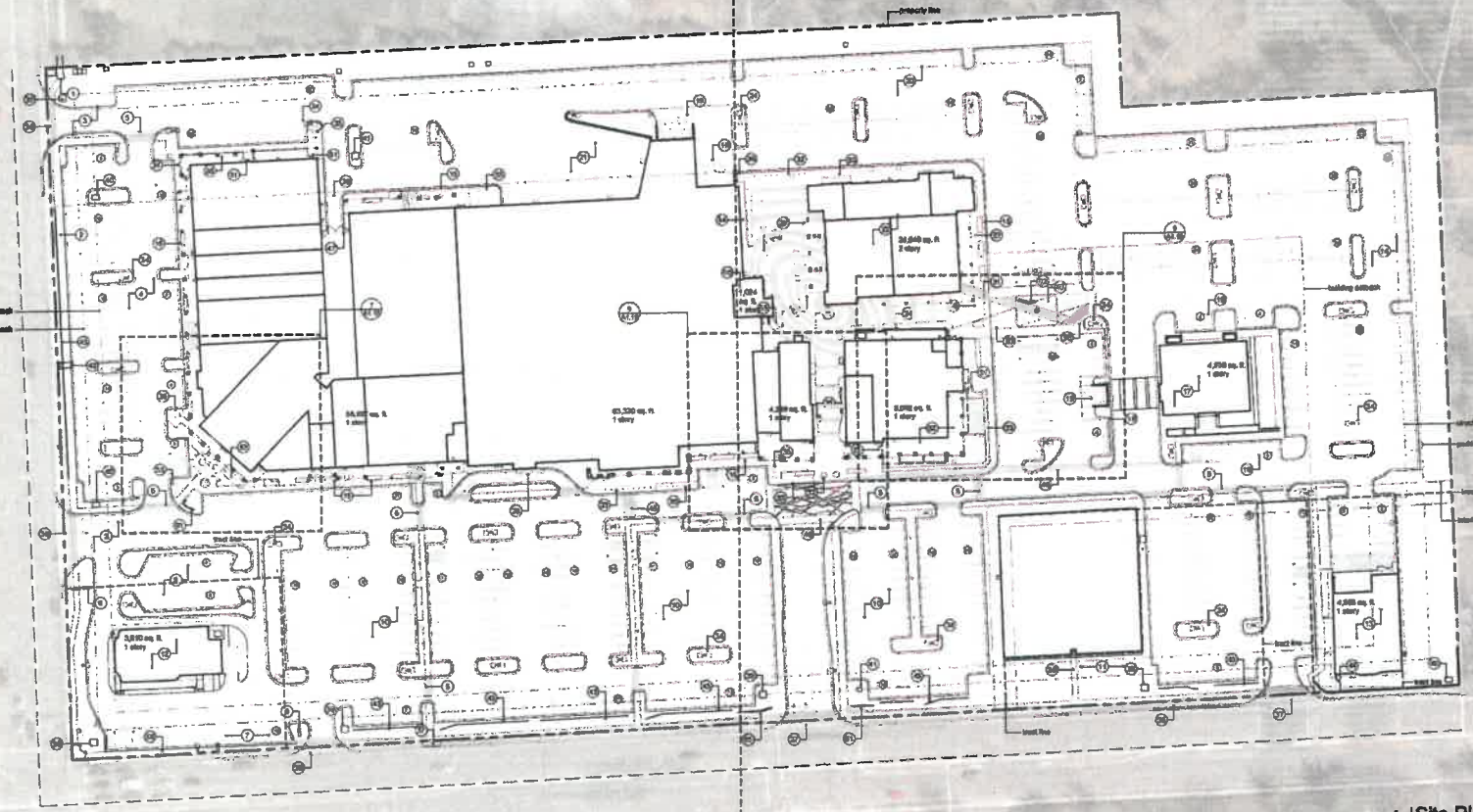
1. Reconstruct public sidewalk with connection from north.
2. New concrete sidewalk and integrated screen wall along Mission Road for length of parking field.
3. Reconfigure vehicular entry along Mission Road.
4. New landscape islands and 90 degree parking configuration on west side of retail center.
5. Stamped herringbone pattern concrete pedestrian crosswalk with concrete ribbon on each side ripps.
6. Relocate existing McDonald's monument sign along Mission Road to accommodate sidewalk.
7. Additional parking along 95th in McDonalds parking lot based on accepted vehicular entry point further east.
8. Island addition of parking field on north side of McDonalds parking lot.
9. Relocate existing McDonalds monument sign along 95th Street to optimal entry island.
10. Updated parking configuration, access walk and pedestrian paths into development along 95th Street.
11. Removal of existing road to the south of the cemetery, replaced with additional landscaping.
12. Existing McDonalds and associated drive thru to remain.
13. Existing CarsNow building to remain.
14. Reconfigure parking field on east side of development to meet 20'-0" parking buffer requirements.
15. Integrated and accessible planters around pedestrian paths.
16. Reconfigure parking field around NBHC bank.
17. NBHC bank existing to remain.
18. New islands provided for bank teller lanes.
19. New consolidated trash enclosure with materials to match new facade updates.
20. Reconfigure parking field on north side of development to meet 29'-0" parking buffer requirements.
21. Existing dock wall and delivery area for Price Chopper to remain.
22. Demo existing building in northeast corner of retail center and replace with 3-story mixed-use (office / restaurant / retail) building.
23. Screen wall provides public sidewalk in south and east of outdoor patio space of street restaurant.
24. Screen wall along plaza provides screening to existing utilities located on north wall of existing retail building.
25. Demo portion of existing retail building to provide enhanced access to plaza.
26. Maintain vehicular access to plaza at east entry.
27. Plaza features per perspective detailing provided with Final Site Plan submission.
28. Existing covered grocery delivery area extension to pharmacy pick up.
29. Dashed line represents covered floor overhang of outdoor and dining space.
30. Reduction of drive width to delivery area for maneuvering vehicle impact behind retail center.
31. Removable aluminum sheet plan features in protect and place entry.
32. Integrated planter boxes and bollards for vehicular protection at south and north plaza entries.
33. LED illuminated stainless steel plan features along frontage of Price Chopper entry.
34. LED site lighting with 18' total height mushroom (including base, from grade) fixtures throughout parking lot.
35. Bicycle parking location.
36. Sight distance triangle along 95th St. at westbound access point: 225' clear line of sight.
37. Sight distance triangle along 95th St. at full access point: 450' clear line of sight.
38. Sight distance triangle along Mission Rd. at full access point: 180' clear line of sight.
39. Backpacker tree per KCPL.
40. Backpacker per KCPL.
41. Transformer per KCPL.
42. Remove existing sign along Mission Road.
43. Low screen wall along Mission Road & 95th Street to remain outside of sight distance triangle. 3'-0" tall screening along public street frontage provided with bougainvillea vines, berms and landscaping.
44. Existing retaining wall to remain along 95th Frontage of CarsNow building.
45. Spectrum cannonade to Price Chopper entry.
46. Sight distance triangle within parking lot. 200' clear line of sight.
47. Provide wall gate for vehicular access to service area.
48. 3' tall specialtite at vehicular intersection with painted art feature. Integrated LED traffic rated lighting around base of specialtite.
49. Crosswalk / landscape island with extra herringbone pattern on 8" elevated surface. Location for seasonal outdoor tables.
50. Expand crosswalk with herringbone pattern concrete with integrated LED traffic rated lighting around base of pattern.
51. Black aluminum fence and gate at each end of the west-end patio.
52. Outdoor seating and space per Must Stop Board requirements. Surfaces within patio include concrete, herringbone stamped concrete and artificial turf.
53. At grade planters in complete pavement.
54. Elevated planter along east wall of Price Chopper. See landscape plans for full of beds & outer feature designation.
55. Bed wall at 24" above finish grade.
56. Sidewalk access to storefront.
57. Proposed location of KCATA bus stop. Final design to be submitted separately by KCATA.
58. Align sidewalk with back of curb of new & existing aisle along south parking stalls for McDonald's.
59. Water feature per landscape plans.
60. Kiosk restaurant w/bar height seating per elevations.
61. Monument sign to meet LDC requirements.
62. Screen wall with directional signage (signage to be addressed by separately submitted sign permit).

A1.2

A1.3

Plan Key

- property line
- lease line
- parking setback
- building setback
- building setback adjacent to residential
- interior property line setback



1 Site Plan
scale: 1" = 50'-0"
north

4821 Indian Creek Parkway
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a redevelopment for

Ranch Mart

3700 W. 95th Street
Leawood, Kansas

date
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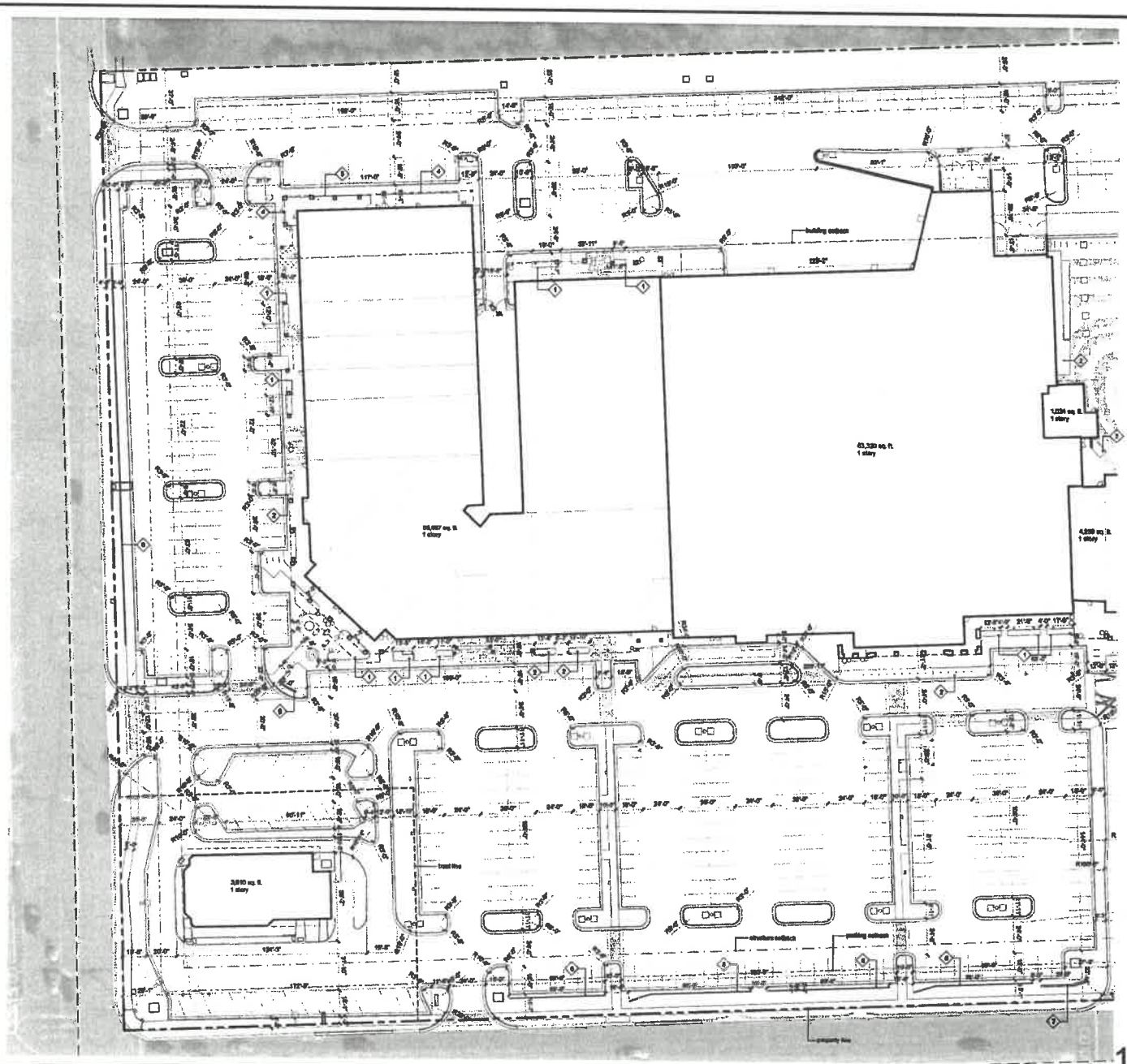

1 **Site Plan**
scale: 1" = 30'-0"
north

Dimension Notes

1. 12" high concrete planter.
2. 24" high concrete planter.
3. 30" high concrete planter.
4. 36" high patio enclosure.
5. 24" high patio enclosure.
6. 30" high opaque wall.
7. 54" high opaque wall.

Plan Key

- property line
- trust line
- parking setback
- building setback
- building setback adjacent to residential
- interior property line setback

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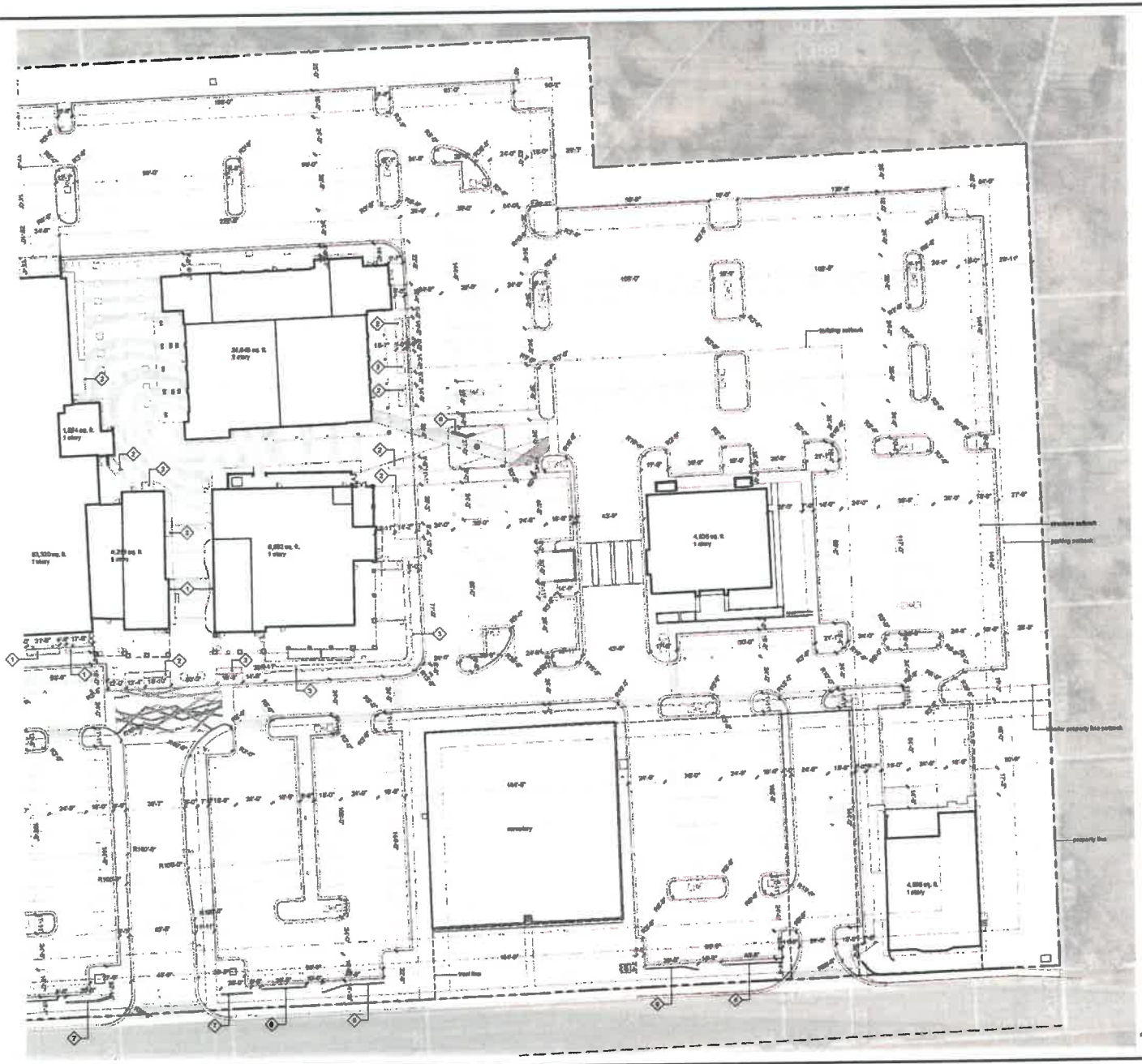

1 Site Plan
scale: 1" = 30'-0"

north

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Dimension Notes

1. 12" high concrete planter.
2. 24" high concrete planter.
3. 36" high concrete planter.
4. 36" high patio enclosure.
5. 24" high patio enclosure.
6. 36" high opaque wall.
7. 54" high opaque wall.

Plan Key

- property line
- trout line
- parking setback
- building setback
- building setback adjacent to residential
- interior property line setback

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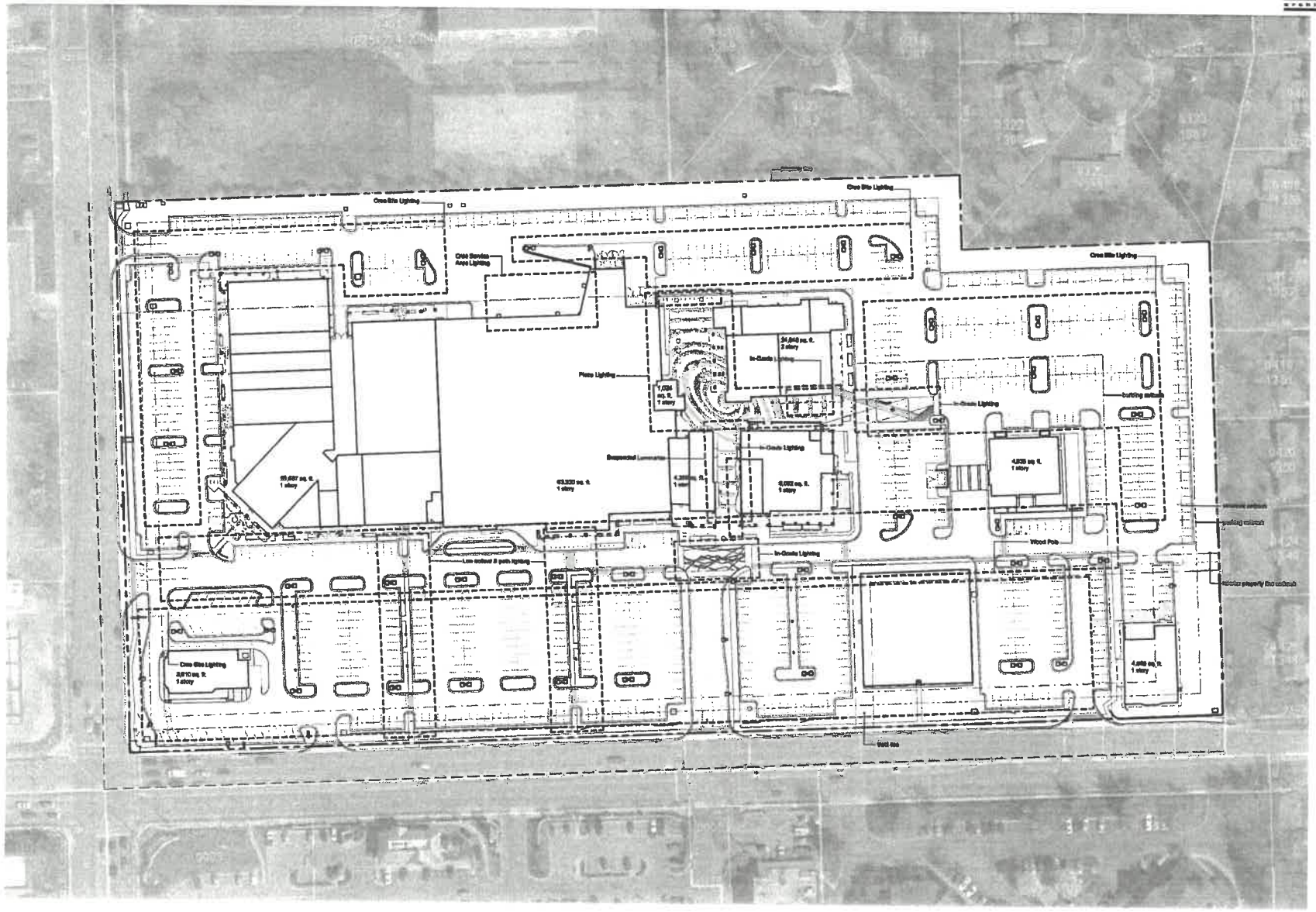

1 Site Lighting Location Plan
scale: 1" = 50'-0"

north

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Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens	Lum. Watts	Part Number
	5	B4	SINGLE	1.000	11640	96	OSQ-A-NM-4ME-S-57K-XX-XX □OSQ-DAXX
	2	B4-2	D180°	1.000	11640	96	OSQ-A-NM-4ME-S-57K-XX-XX □OSQ-DAXX
	3	B4B	SINGLE	1.000	6960	96	OSQ-A-NM-4ME-S-57K-XX-XX □OSQ-DAXX □OSQ-SLSMF
	1	B4B-AA	SINGLE	1.000	6960	96	OSQ-A-NM-4ME-S-57K-XX-XX □OSQ-AAXX □OSQ-SLSMF
	36	B8M-2	BACK-RACK	1.000	11096	96	OSQ-A-NM-8ME-S-57K-XX-XX □OSQ-DAXX
	9	XSPW	SINGLE	0.970	4270	31	XSPW-S-WM-3ME-N-57K-XX-XX

Calculation Summary (Footcandles calculated using predicted lumen values @ 30K hrs of operation)

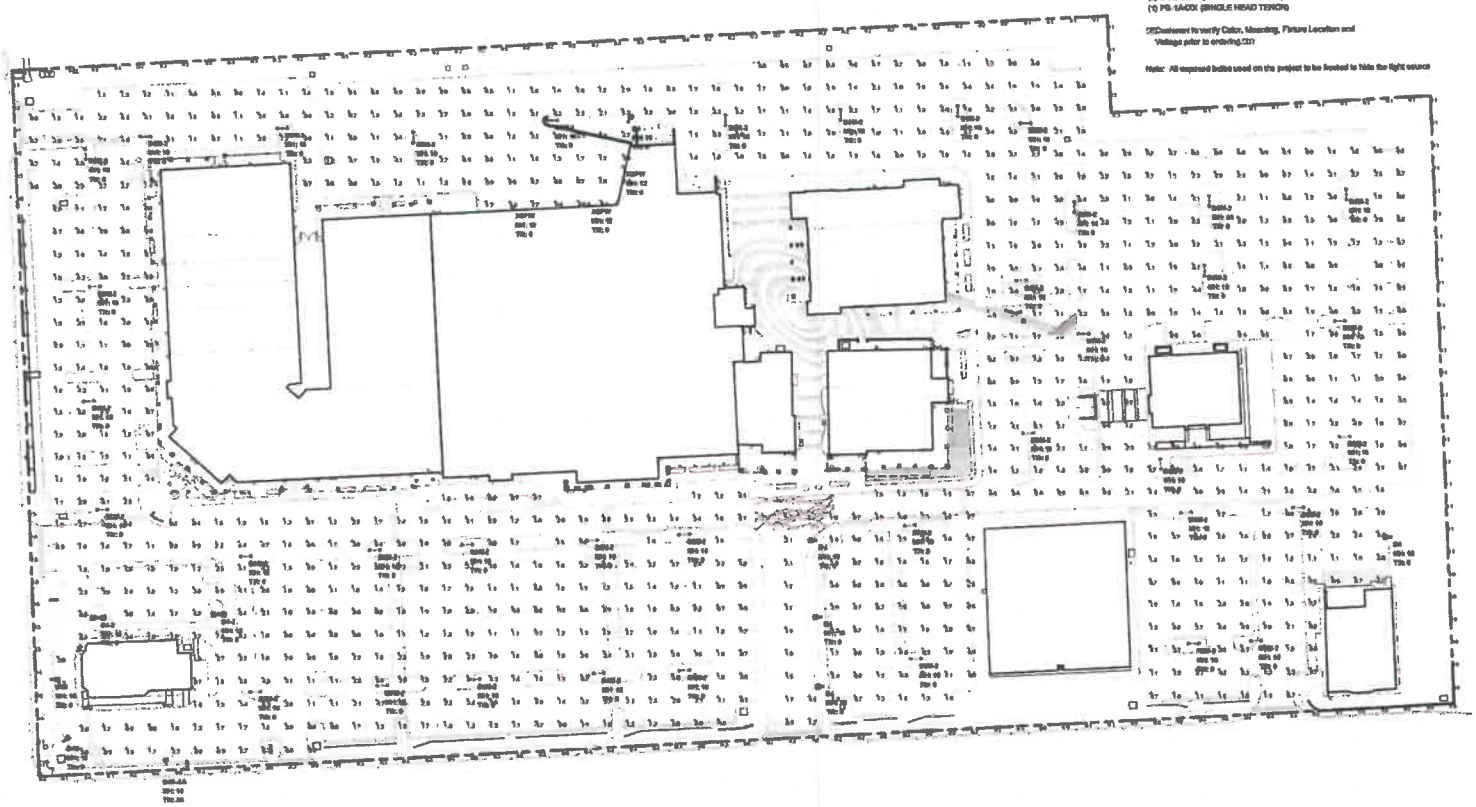
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
McDonalds	Fc	2.71	7.9	0.7	3.87	10.71
PROPERTY LINE	Fc	0.21	0.5	0.0	N.A.	N.A.
RANCHMART	Fc	1.98	7.4	0.5	3.92	14.80

(8) PS4B16C1XX (15' X 4" X .125" SQUARE STEEL POLE)
(1) PS4B16C2XX (15' X 4" X .125" SQUARE STEEL POLE)
(40) PS4B16C3XX (15' X 4" X .125" SQUARE STEEL POLE)
Proposed Poles Meets 140 MPH Sustained Winds.

Additional Required Equipment:
(89) OSQ-DAXX (DIRECT ARM MOUNT)
(1) OSQ-AAXX (ADJUSTABLE ARM MOUNT)
(3) OSQ-SLSF (BACKLIGHT SHIELD)
(1) PS-1AXX (SINGLE HEAD TENON)

Customer to verify Color, Mounting, Fixture Location and Voltage prior to ordering.

Note: All exposed bulbs used on the project to be floated to hide the light source



CREE

Ranchmart North - northeast corner of 95th & Mission in Leawood KS 66206

SR-32682 | Footcandles calculated at 3' AFG | Filename: 180914LW1CJBR2.AGI

Layout By: Chris Schiltz

Date: 3/8/2019

1 Site Photometric Plan
scale: 1" = 50'-0"

north

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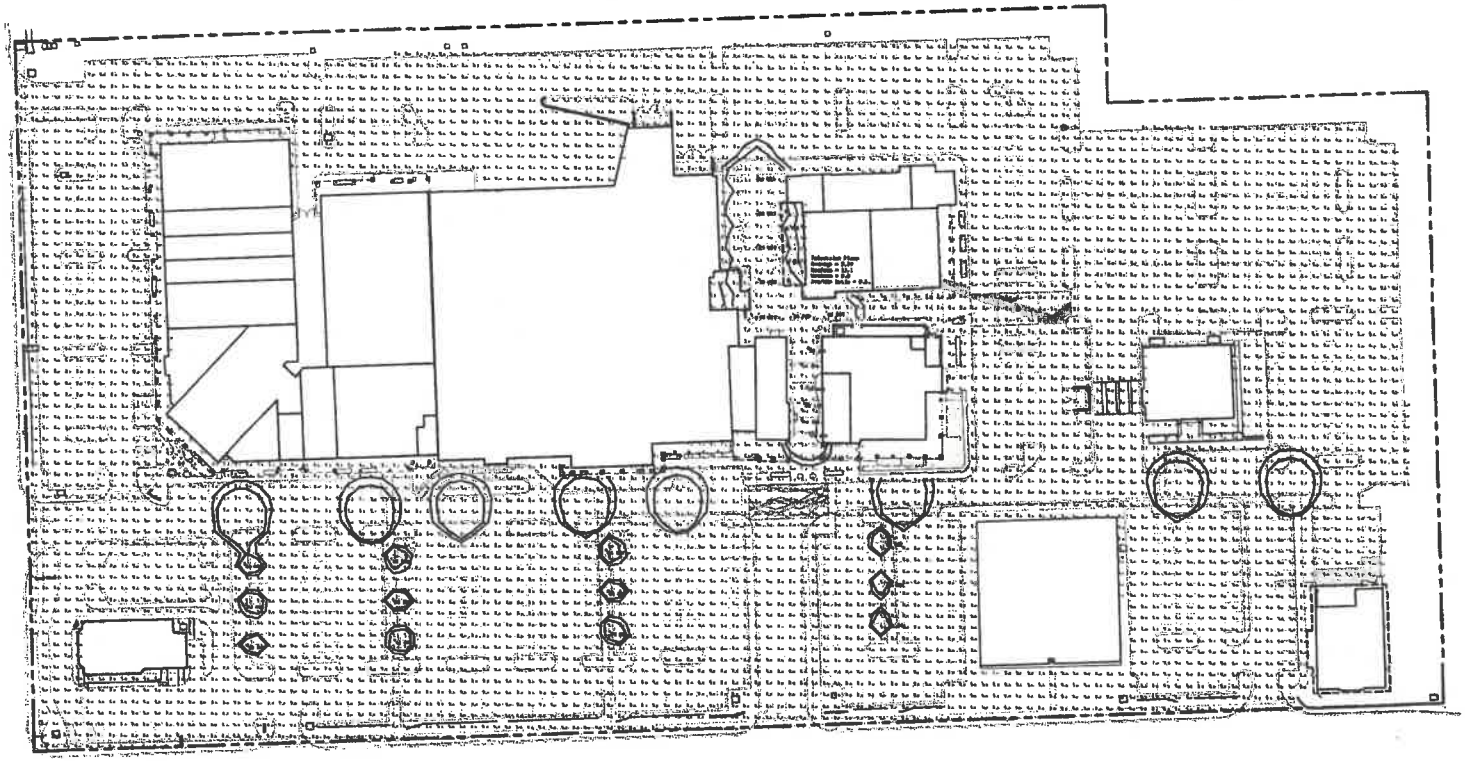

CREE

1 Pedestrian Plaza Photometric Plan
scale: 1" = 50'-0"

north

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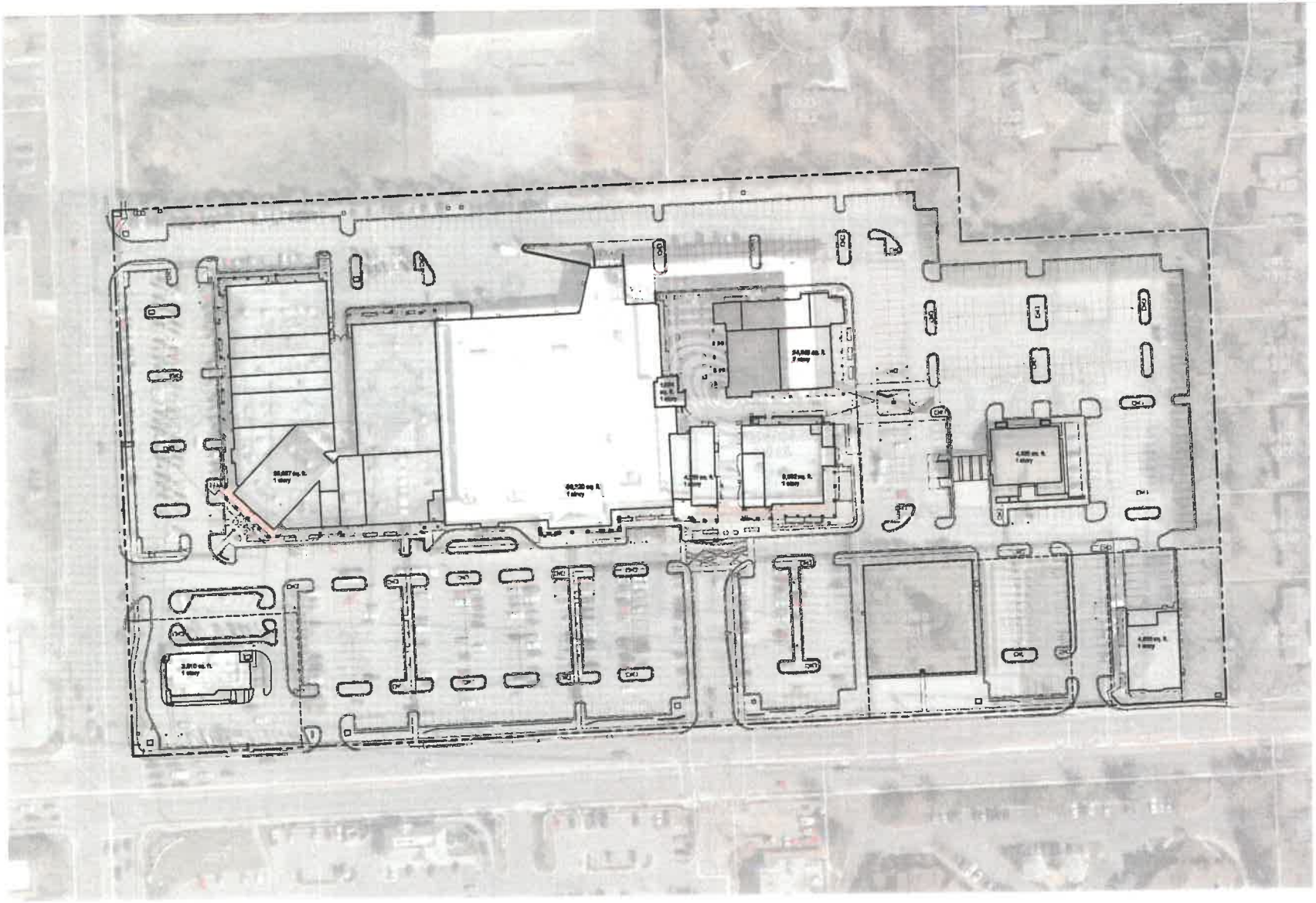

1 Site Plan
scale: 1" = 50'-0"
north

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A1.7
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project number
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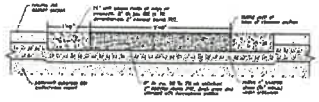

2 Stamped Crosswalk Detail
not to scale

Paving Materials

Patterns:
Pattern 1: Running Bond
Pattern 2: Brick Herringbone
Pattern 3: Brick Basket Weave
Pattern 4: Brick Stacked Bond
Pattern 5: Stone Running Bond
Pattern 6: Stone Herringbone 18"x36"
Pattern 7: Cobblestone
Pattern 8: Stone 24" x 24" Diamond
Pattern 9: Stone 24"x 24" Stacked
Pattern 10: Stone Ashlar

Colors:
Color 1: Butterfield Color 5000 Coral
Color 2: Butterfield Color Orinoco Coral
Color 3: Butterfield Color Fiery Coral
Color 4: Butterfield Color Wildlife Bark
Color 5: Butterfield Color Mahogany Bark
Color 6: Butterfield Color Honey Buff
Color 7: Butterfield Color Fox Gray
Color 8: Butterfield Color Driftwood Select
Color 9: Butterfield Color 5001 Brown

Paving Materials

*Reference A.12 and A.13 for site details

1. Concrete sidewalk 4" thick w/ dwl [illegible] w.w.f. steel mesh reinforcing. Control joints @ 6'-0" o.c. Broom finish for non-slip surface.
2. Stamped concrete, pattern 2, color 1
3. Stamped concrete, pattern 1, color 2
4. Stamped concrete, pattern 3, color 2
5. Stamped concrete, pattern 7, color 6
6. Stamped concrete, pattern 1, color 1
7. Stamped concrete, pattern 3, color 2
8. Stamped concrete, pattern 5, color 8
9. Stamped concrete, pattern 4, color 7
10. Stamped concrete, pattern 1, color 8
11. Stamped concrete, pattern 6, color 8
12. Stamped concrete, pattern 5, color 4
13. Stamped concrete, pattern 10, color 7
14. Thermoplastic sheet coating, black and white, pattern per plan
15. Private Patio - Art Relief Turf by tenant.
16. Private Patio - Pavers by tenant.

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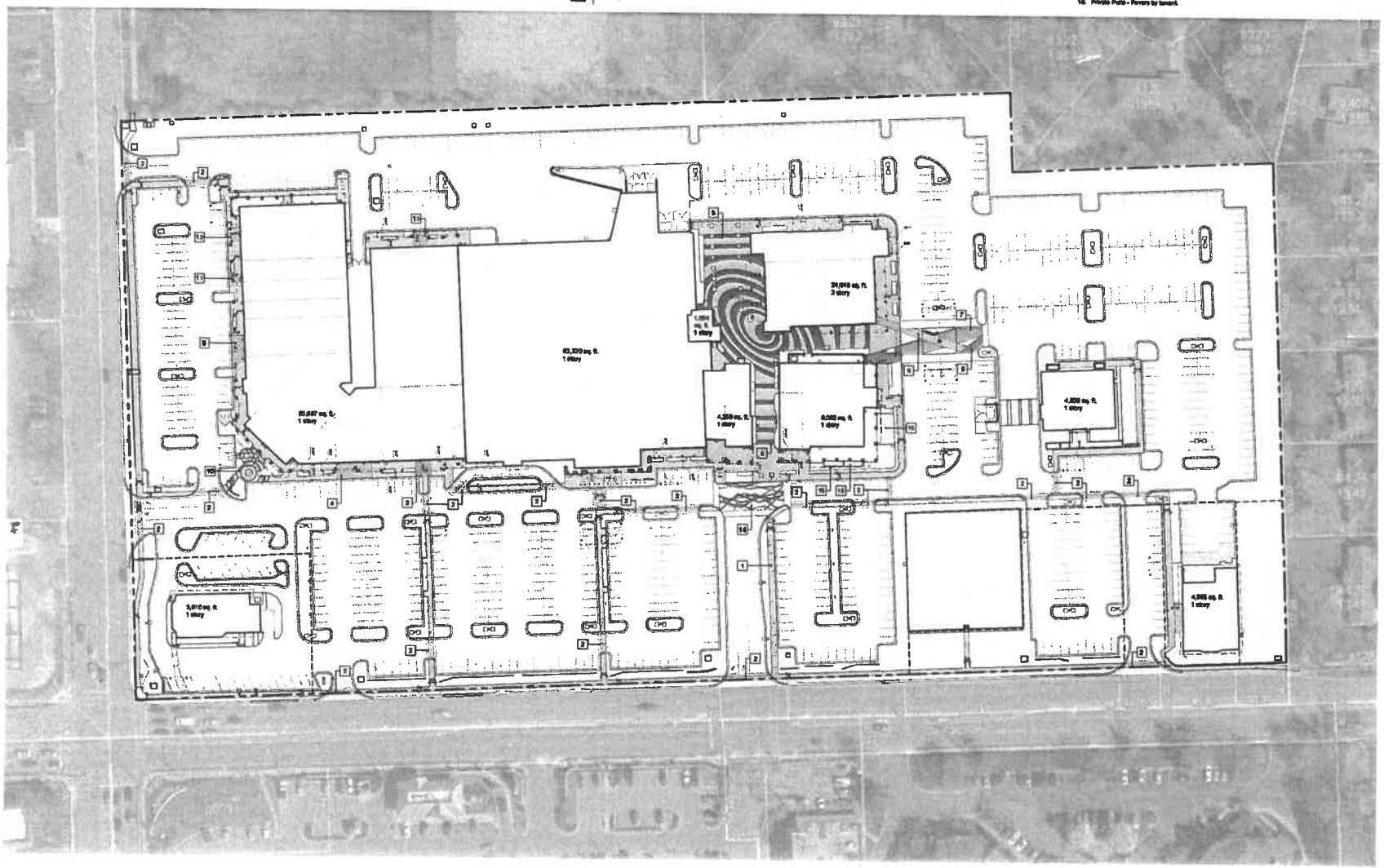

*Note: all pedestrian paths shown within the project limits will meet ADA guidelines

1 Pedestrian Site Plan
scale: 1" = 50'-0"

north

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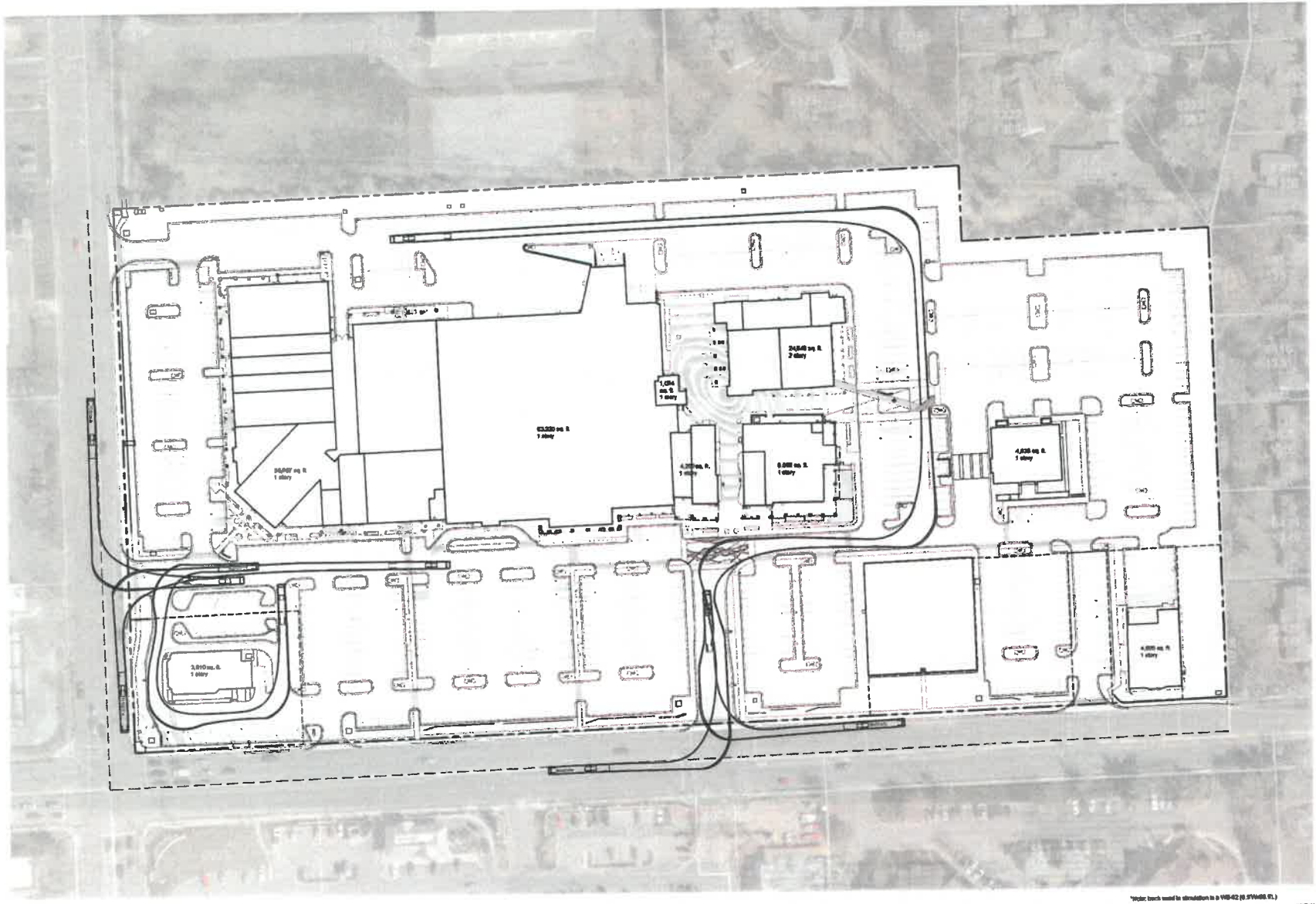

*Note: back wind in simulation is a WB-62 (6.5'Wx68.5'L)

1 Truck Movement Plan
scale: 1" = 50'-0"

north

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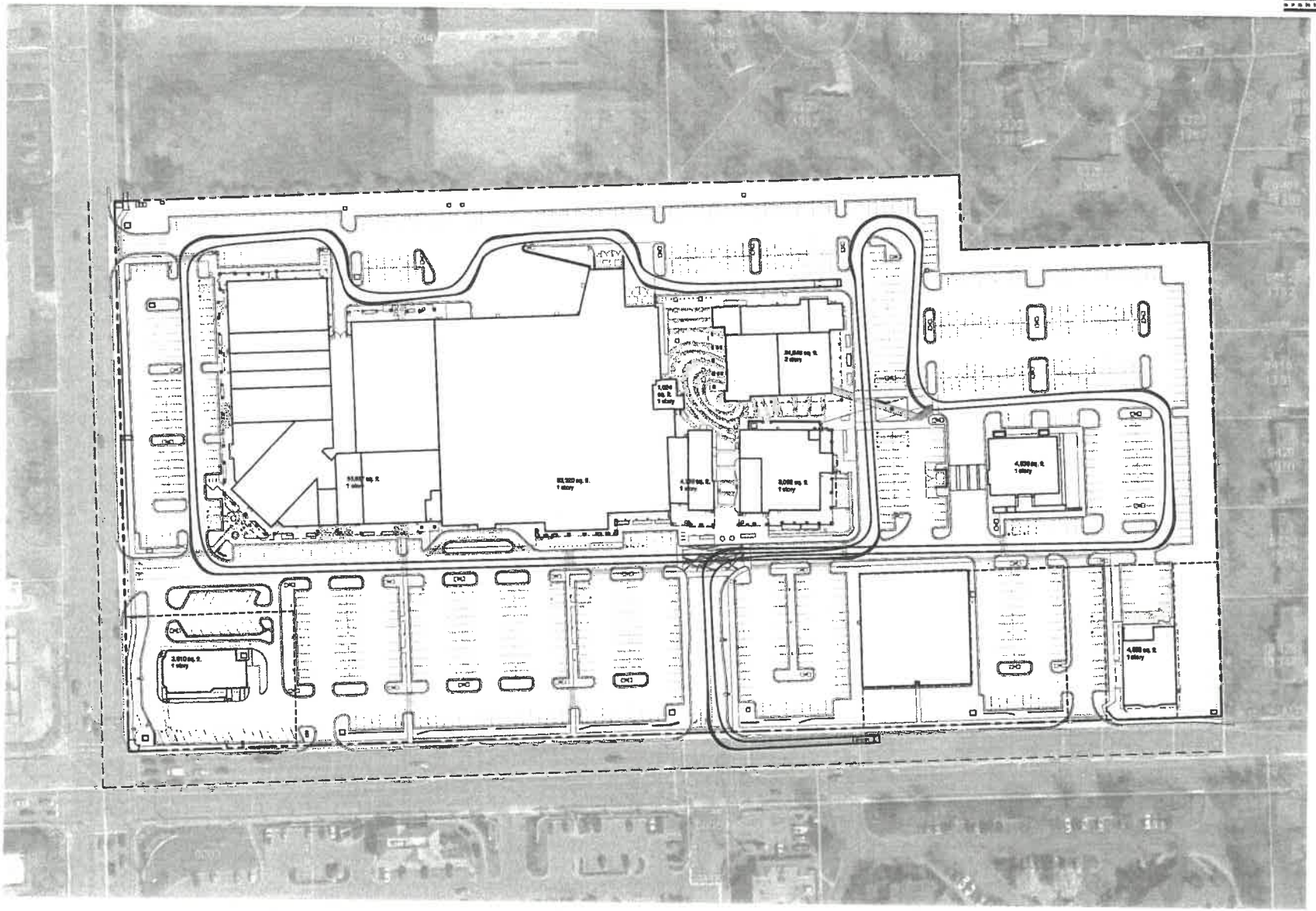

*Note: truck used in simulation is an SU-50 (SW-301)

1 Fire Truck Movement Plan
scale: 1" = 50'-0"

north

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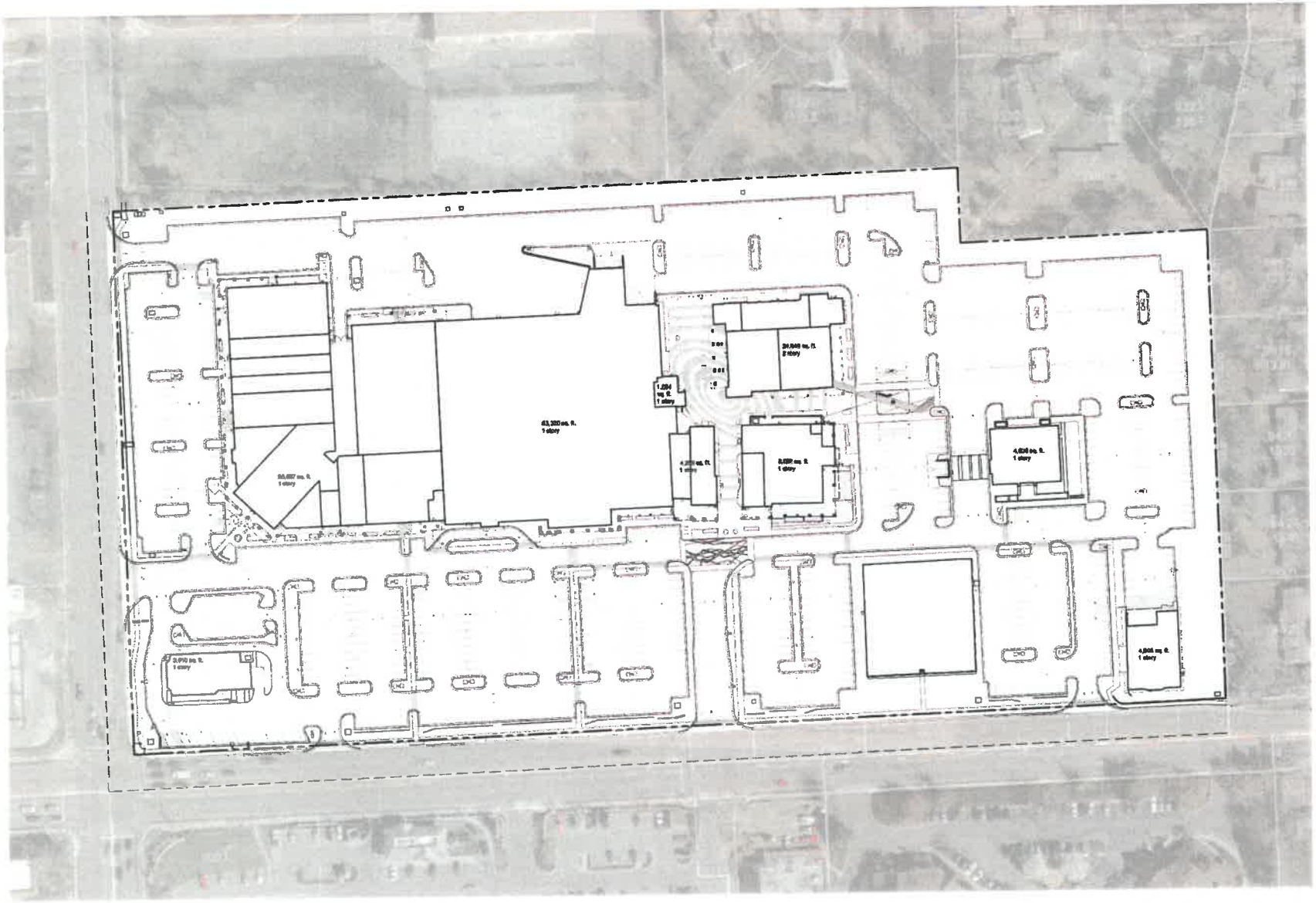

1 Traffic Circulation Plan
scale: 1" = 50'-0"
north

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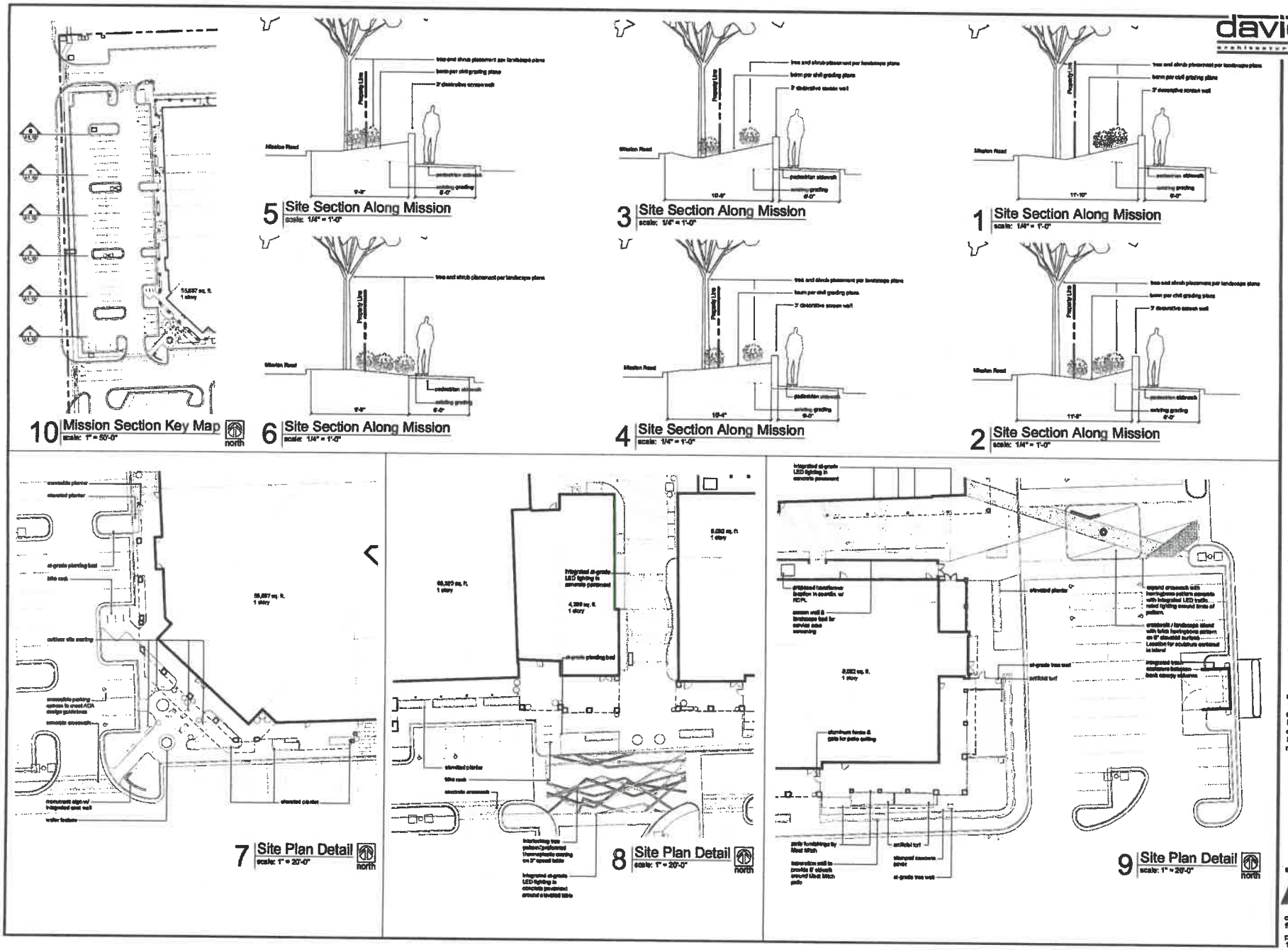

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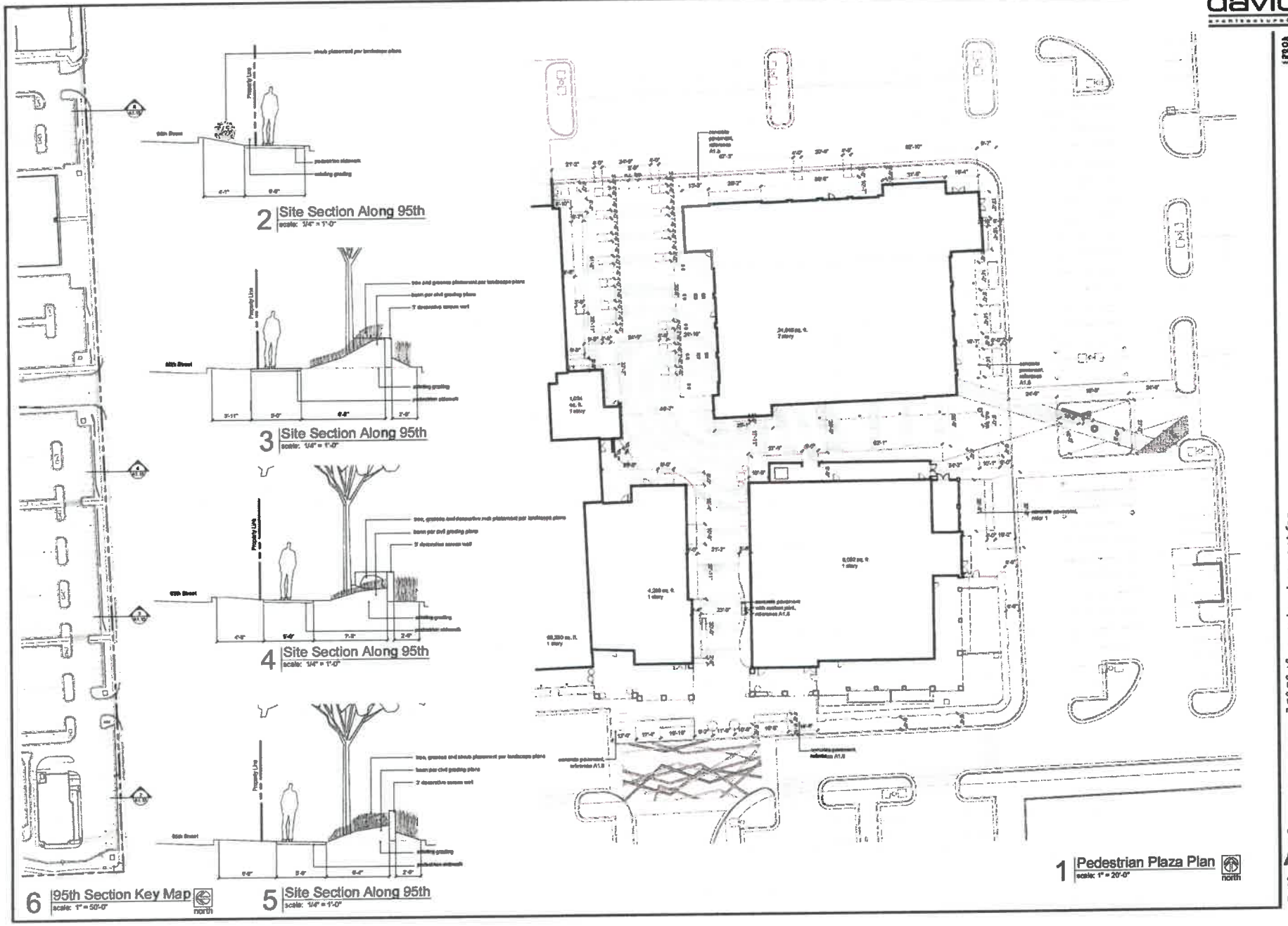

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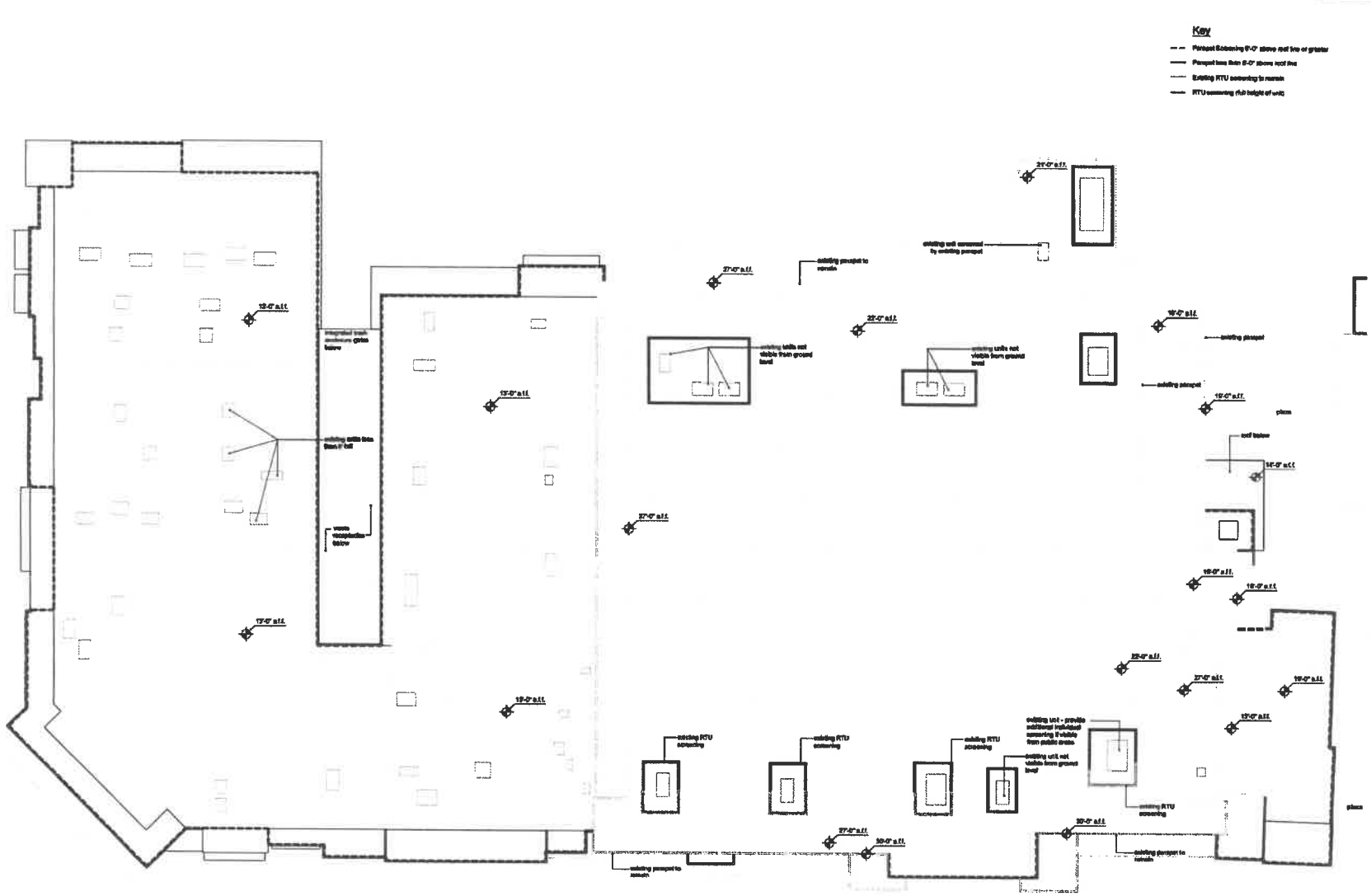

1 Roof Plan
scale: 1" = 20'-0"
north

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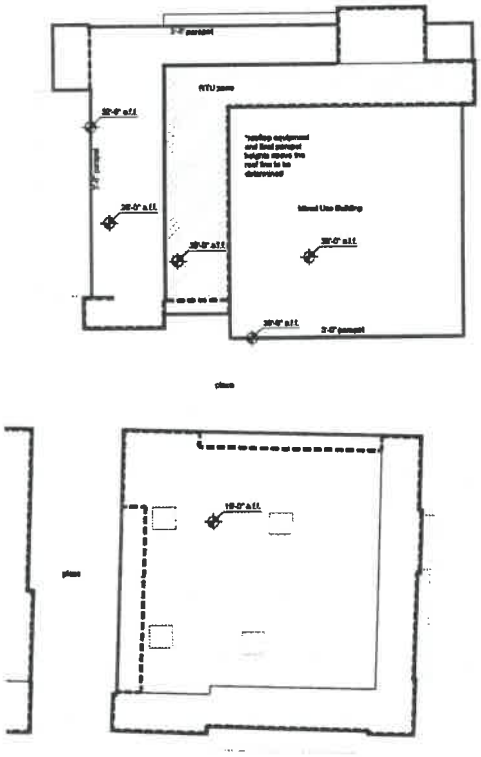
Key

- Parapet Screening 8'-0" above roof line or greater
- Parapet less than 8'-0" above roof line
- Existing RTU screening to remain
- RTU screening (full height of unit)



1 Roof Plan
scale: 1" = 20'-0"
north

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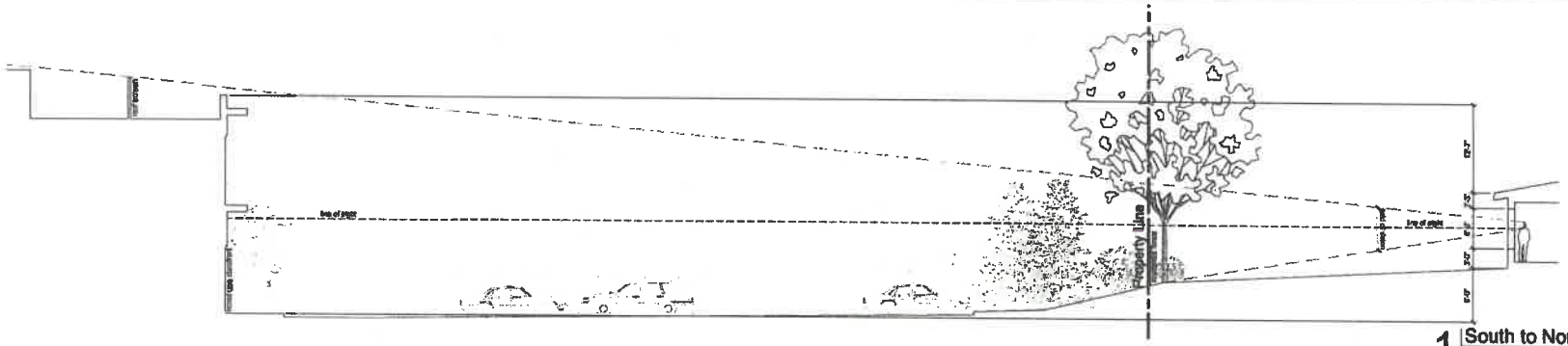
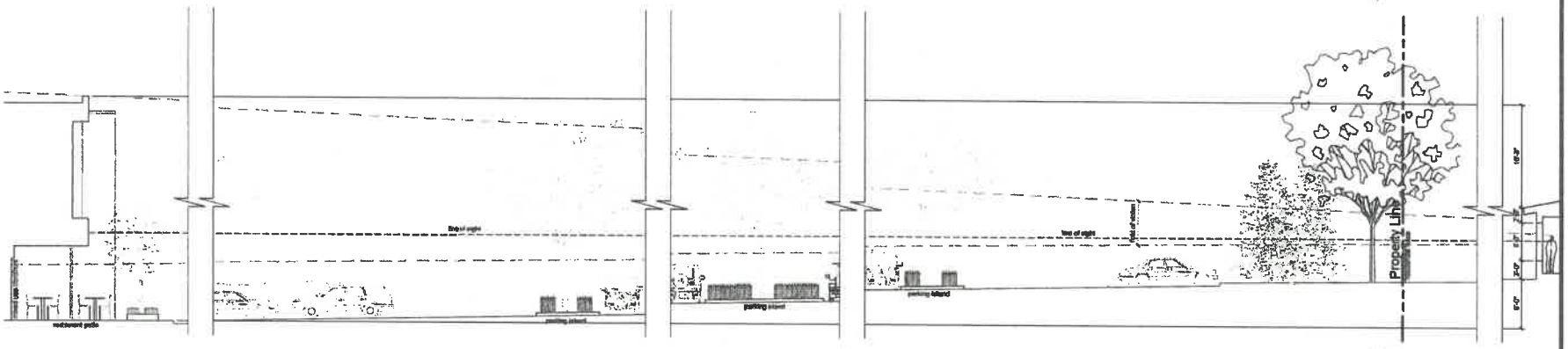
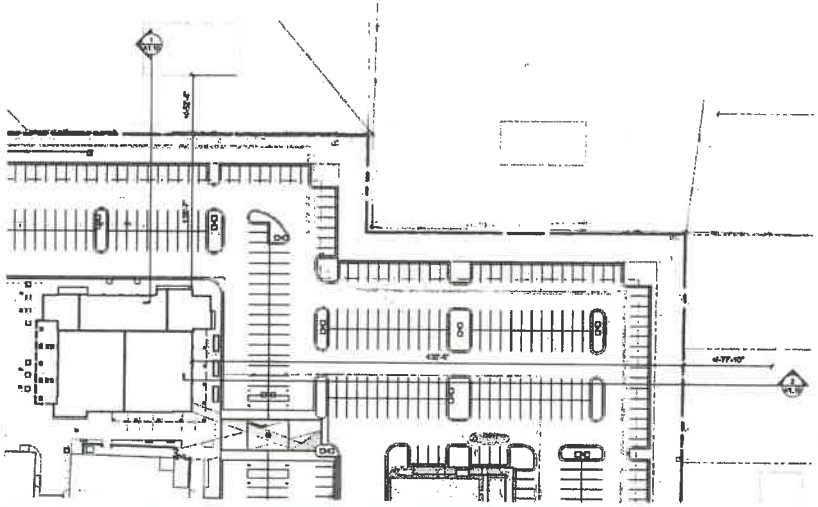


1 South to North Section
scale: 1/8" = 1'-0"



2 West to East Section
scale: 1/8" = 1'-0"



3 Northeast Parking Lot Section Key
scale: 1" = 50'-0"

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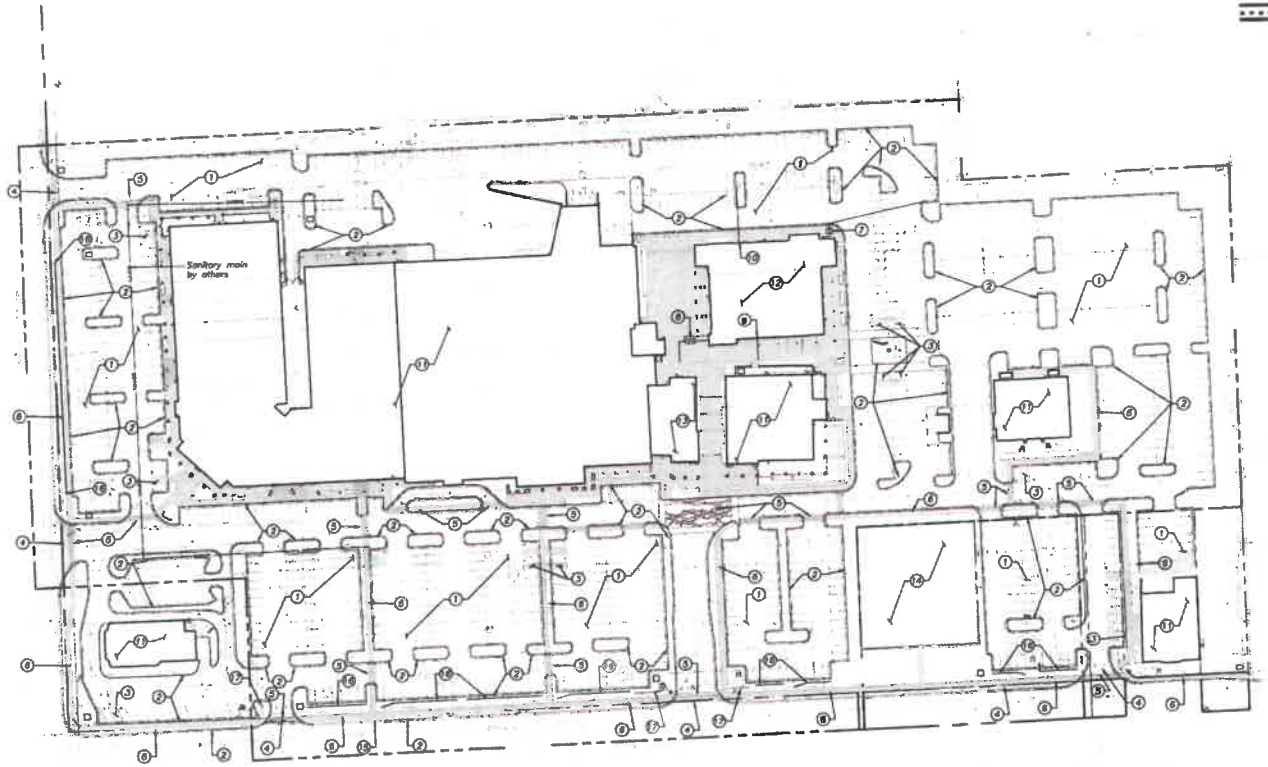

Construction Legend

- concrete sidewalk

Property Legend

- right of way
- property lines
- easements
- setbacks

Grading Legend

- existing minor contour
- existing major contour
- proposed minor contour
- proposed major contour

Utility Legend

- existing
- proposed

Linetypes

- sanitary main
- sanitary service
- storm sewer (existing)
- storm sewer (solid wall, proposed)
- storm sewer (solid wall, proposed)
- storm sewer (perforated, proposed)
- water main
- water service (fire)
- water service (domestic)
- water service (irrigation)
- natural gas main
- natural gas service schematic
- underground primary electric
- underground secondary electric
- underground cable/phone/data
- underground cable/phone/data service
- fence – chainlink
- fence – wood
- fence – barbed wire
- treeline

Symbols

- sanitary manhole
- service cleanout
- force main release valve
- rectangular structure
- circular structure
- fire hydrant
- water valve
- water meter
- backflow preventer
- natural gas meter
- service transformer (pad mount)
- primary switch gear
- light pole
- cable/phone/data junction box
- street light
- pedestrian street light
- electric pole
- guy wire
- end section

ONECALL KANSAS

811 Know what's below. Call before you dig.

north 1 Site Plan 1"=60' 0 30 60 120

Construction Notes:

1. Mill and Overlay existing asphalt, typ
2. Proposed standard curb and gutter.
3. Proposed required signage and striping for ADA parking stalls.
4. Construct concrete commercial entrance.
5. Proposed colored stamped concrete pedestrian crosswalk.
6. Proposed concrete sidewalk.
7. Install primary electric and transformer pad.
8. Install sanitary service and grease interceptor.
9. Install gas service.
10. Install water service.
11. Existing Building to remain.
12. Proposed building. Demo existing building.
13. Demo portion of existing building to provide pedestrian access.
14. Existing cemetery.
15. Proposed ATA Bus stop location, to include expanded paved accessible pedestrian walling area, re: Architectural site plan
16. Proposed 36" ledgestone screen wall per architectural.
17. Proposed monument sign per architectural

a redevelopment for
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Leawood, Kansas

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12.18.2018
drawn by
LDM
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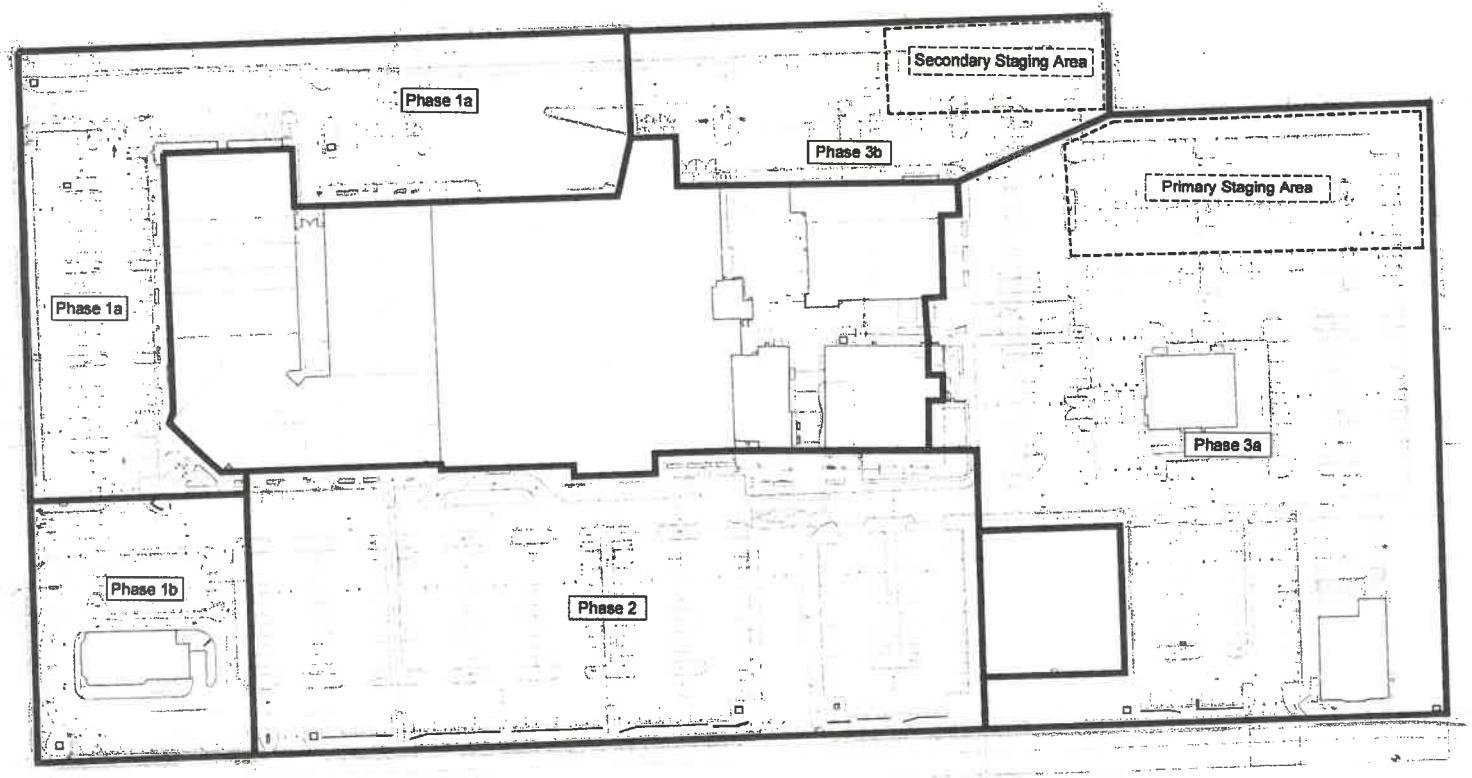

north

1 Site Improvement Phasing Plan
1"=50'
0 25 50 100

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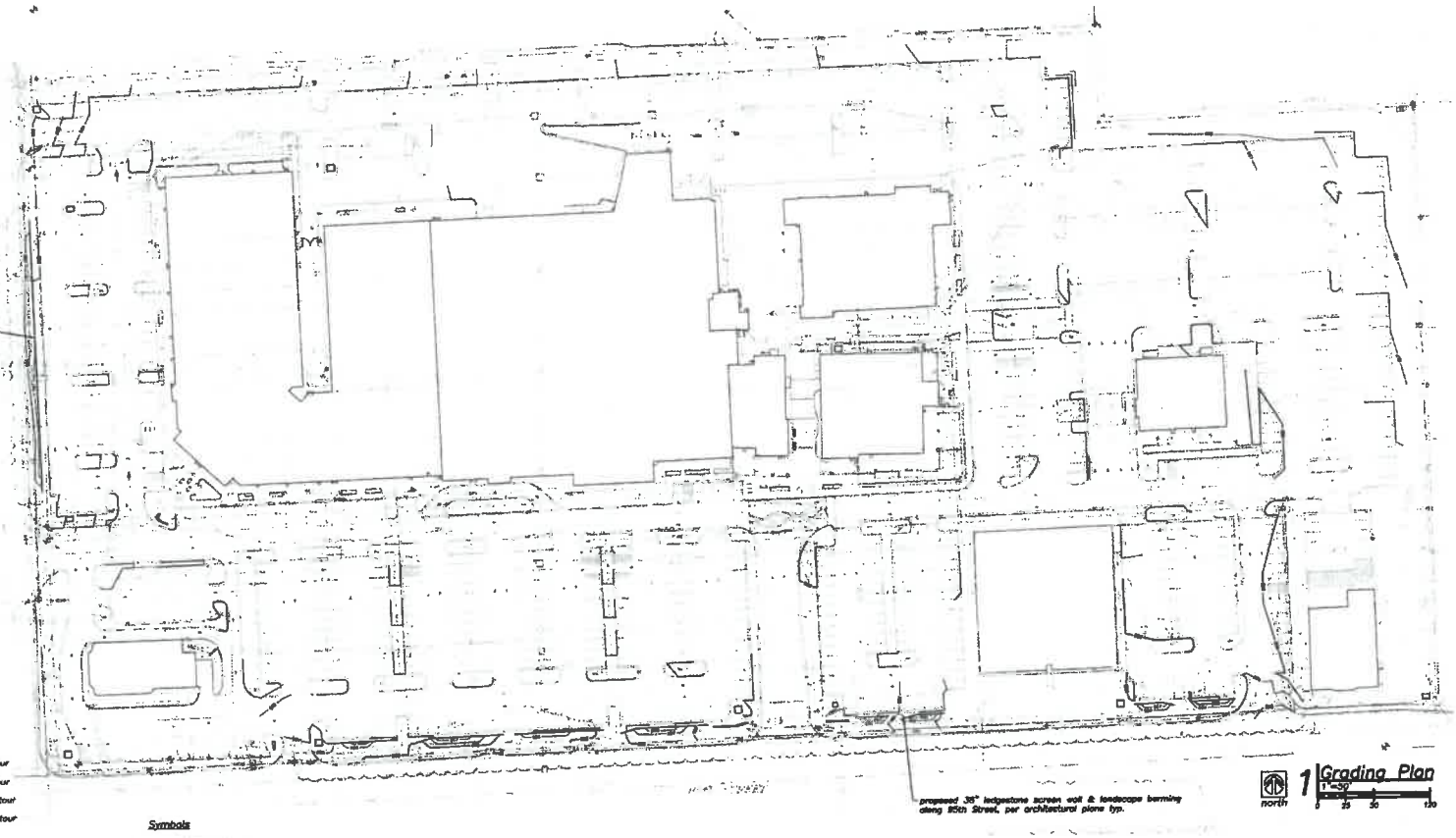

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811 Know what's below. Call before you dig.

Property Legend

- right of way
- property lines
- easements
- setbacks

Grading Legend

- existing minor contour
- existing major contour
- proposed minor contour
- proposed major contour

Utility Legend

- existing
- proposed

Linetypes

- sanitary main
- sanitary service
- storm sewer (existing)
- storm sewer (solid wall, proposed)
- storm sewer (solid wall, proposed)
- storm sewer (perforated, proposed)
- water main
- water service (fire)
- water service (domestic)
- water service (irrigation)
- natural gas main
- natural gas service schematic
- underground primary electric
- underground secondary electric
- underground cable/phone/data
- underground cable/phone/data service
- fence – chainlink
- fence – wood
- fence – barbed wire
- trailline

Symbols

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PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
SHADE TREES						
AM	25	Acer miyabei 'Morton'	STATE STREET MIYABE MAPLE	2.5" CAL	B&B	SPECIMEN QUALITY
AS	26	Acer saccharum	SUGAR MAPLE	2.5" CAL	B&B	SPECIMEN QUALITY
GB	10	Ginkgo biloba 'Autumn Gold'	GINKGO	2.5" CAL	B&B	SPECIMEN QUALITY
GD	17	Gymnocladus dioicus 'Espresso'	KENTUCKY COFFEETREE	2.5" CAL	B&B	SPECIMEN QUALITY
PM	10	Platanus x acerifolia 'Morton Circle'	EXCLAMATION PLANE TREE	2.5" CAL	B&B	SPECIMEN QUALITY
TA	20	Tilia americana 'DTR 123'	LEGEND AMERICAN LINDEN	2.5" CAL	B&B	SPECIMEN QUALITY
TD	3	Taxodium distichum var. distichum	BALD CYPRESS	2.5" CAL	B&B	SPECIMEN QUALITY
UF	20	Ulmus x 'Frontier'	FRONTIER ELM	2.5" CAL	B&B	SPECIMEN QUALITY
UP	29	Ulmus parvifolia	LACE BARK ELM	2.5" CAL	B&B	SPECIMEN QUALITY
QA	15	Quercus alba	WHITE OAK	2.5" CAL	B&B	SPECIMEN QUALITY
QB	19	Quercus bicolor	SWAMP WHITE OAK	2.5" CAL	B&B	SPECIMEN QUALITY
QS	16	Quercus shumardii	SHUMARD OAK	2.5" CAL	B&B	SPECIMEN QUALITY
ZS	18	Zelkova serrata 'Green Vase'	JAPANESE ZELKOVA	2.5" CAL	B&B	SPECIMEN QUALITY
ORNAMENTAL TREES						
AA	14	Amelanchier x grandiflora	AUTUMN BRILLIANCE SERVICEBERRY	1.5" CAL	B&B	TREE FORM
AF	[illegible]	Acer ginnala 'Flame'	FLAME AMUR MAPLE	1.5" CAL	B&B	MULTI-STEMMED
AG	4	Acer griseum	PAPERBARK MAPLE	1.5" CAL	B&B	TREE FORM
AP	11	Acer palmatum 'Bloodgood'	BLOODGOOD JAPANESE MAPLE	1.5" CAL	B&B	TREE FORM
BN	7	Betula nigra	RIVER BIRCH	1.5" CAL	B&B	TREE FORM
CC	9	Cercis canadensis	EASTERN REDBUD	1.5" CAL	B&B	MULTI-STEMMED
CK	7	Cornus kousa	KOUSA DOGWOOD	1.5" CAL	B&B	TREE FORM
CR	7	Chionanthus retusus	CHINESE FRINGE TREE	1.5" CAL	B&B	TREE FORM
MV	15	Magnolia virginiana	SWEETBAY MAGNOLIA	1.5" CAL	B&B	MULTI-STEMMED
EVERGREEN TREES						
PG	14	Picea glauca 'Densata'	BLACK HILLS SPRUCE	8' HT.	B&B	SPECIMEN QUALITY
PS	15	Pinus strobus 'Fastigiata'	COLUMNAR EASTERN WHITE PINE	8' HT.	B&B	SPECIMEN QUALITY
TO	18	Thuja occidentalis 'Techny'	TECHNY ARBORVITAE	8' HT.	B&B	SPECIMEN QUALITY
DECIDUOUS SHRUBS						
CI	24	Cornus alba 'Ivory Halo'	IVORY HALO DOGWOOD	24" HT.	CONT.	AS SHOWN ON PLAN
CS	93	Cornus sericea 'Flaviramea'	RED AND YELLOW TWIG DOGWOOD	24" HT.	CONT.	AS SHOWN ON PLAN
HQ	43	Hydrangea quercifolia	OAKLEAF HYDRANGEA	24" HT.	CONT.	AS SHOWN ON PLAN
PO	26	Physocarpus opulifolius 'Donna May'	LITTLE DEVIL NINEBARK	24" HT.	CONT.	AS SHOWN ON PLAN
RA	230	Rhus aromatica	GRO LOW SUMAC	24" HT.	CONT.	AS SHOWN ON PLAN
SJ	27	Spiraea japonica 'Little Princess'	LITTLE PRINCESS SPIREA	24" HT.	CONT.	AS SHOWN ON PLAN
SM	30	Syringa meyeri 'Palibin'	DWARF KOREAN LILAC	24" HT.	CONT.	AS SHOWN ON PLAN
EVERGREEN SHRUBS						
IG	107	Ilex glabra 'Nigra'	INKBERRY HOLLY	24" HT.	CONT.	AS SHOWN ON PLAN
RP	70	Rhododendron 'P.J.M. Elite'	RHODODENDRON P.J.M. ELITE	36" HT.	CONT.	AS SHOWN ON PLAN
TM	230	Taxus x media 'Densiformis'	DENSIFORMIS YEW	24" HT.	CONT.	AS SHOWN ON PLAN
PERENNIALS						
AI	42	Asclepias incarnata	SWAMP MILKWEED	#1	CONT.	18" TRIANGULAR SPACING
AC	262	Achillea 'Paprika'	PAPRIKA YARROW	#1	CONT.	18" TRIANGULAR SPACING
AT	84	Asclepias tuberosa	BUTTERFLY MILKWEED	#1	CONT.	18" TRIANGULAR SPACING
BP	250	Baptisia australis	BLUE FALSE INDIGO	#1	CONT.	18" TRIANGULAR SPACING
CV	178	Coreopsis verticillata 'Broad Street'	BROAD STREET COREOPSIS	#1	CONT.	18" TRIANGULAR SPACING
EP	47	Echinacea purpurea	PURPLE CONEFLOWER	#1	CONT.	18" TRIANGULAR SPACING
EY	242	Eryngium yuccifolium	RATTLESNAKE MASTER	#1	CONT.	18" TRIANGULAR SPACING
HF	315	Hemerocallis 'Fragrant Returns'	FRAGRANT RETURNS DAYLILY	#1	CONT.	18" TRIANGULAR SPACING
LM	2212	Liriope muscari	LILYTURF	#1	CONT.	18" TRIANGULAR SPACING
LS	179	Liatris spicata	BLAZING STAR	#1	CONT.	18" TRIANGULAR SPACING
NF	478	Nepeta x faassenii 'Walker's Low'	WALKERS LOW CATMINT	#1	CONT.	18" TRIANGULAR SPACING
PA	1477	Perovskia atriplicifolia 'Rocketman'	ROCKETMAN RUSSIAN SAGE	#1	CONT.	18" TRIANGULAR SPACING
PD	121	Penstemon 'Dark Towers'	DARK TOWERS BEARDTONGUE	#1	CONT.	18" TRIANGULAR SPACING
PV	200	Parthenocissus tricuspidata 'Veitchii'	BOSTON IVY	#1	CONT.	18" TRIANGULAR SPACING
RF	454	Rudbeckia fulgida 'Goldsturm'	BLACK EYED SUSAN	#1	CONT.	18" TRIANGULAR SPACING
SF	66	Sedum spectabile 'Autumn Fire'	AUTUMN FIRE STONECROP	#1	CONT.	18" TRIANGULAR SPACING
VR	118	Veronica 'Royal Candles'	SPEEDWELL	#1	CONT.	18" TRIANGULAR SPACING
ORNAMENTAL GRASSES						
BA	1719	Bouteloua gracilis 'Blonde Ambition'	BLONDE AMBITION BLUE GRAMMA GRASS	#1	CONT.	18" TRIANGULAR SPACING
BC	2119	Bouteloua curtipendula	SIDE OATS GRAMA	#1	CONT.	18" TRIANGULAR SPACING
CA	646	Calamagrostis x acutiflora 'Karl Foerster'	KARL FOERSTER REED GRASS	#1	CONT.	18" TRIANGULAR SPACING
CL	503	Chasmanthium latifolium	NORTHERN SEA OATS	#1	CONT.	18" TRIANGULAR SPACING
EH	106	Elymus hystrix	BOTTLE BRUSH GRASS	#1	CONT.	18" TRIANGULAR SPACING
FR	148	Fargesia rufa 'Green Panda'	GREEN PANDA BAMBOO	#1	CONT.	18" TRIANGULAR SPACING
JE	787	Juncus effusus	SOFT RUSH	#1	CONT.	18" TRIANGULAR SPACING
KM	543	Koeleria macrantha	JUNE GRASS	#1	CONT.	18" TRIANGULAR SPACING
LK	305	Miscanthus sinensis 'Little Kitten'	LITTLE KITTEN GRASS	#1	CONT.	18" TRIANGULAR SPACING
PH	1218	Pennisetum alopecuroides 'Hameln'	DWARF FOUNTAIN GRASS	#1	CONT.	18" TRIANGULAR SPACING
PV-N	558	Panicum virgatum 'Northwind'	NORTHWIND SWITCH GRASS	#1	CONT.	18" TRIANGULAR SPACING
PV-PT	90	Panicum virgatum 'Purple Tears'	PURPLE TEARS SWITCH GRASS	#1	CONT.	18" TRIANGULAR SPACING
PV-S	[illegible]	Panicum virgatum 'Shenandoah'	SHENANDOAH RED SWITCH GRASS	#1	CONT.	18" TRIANGULAR SPACING
SA	1332	Sesleria autumnalis	AUTUMN MOOR GRASS	#1	CONT.	18" TRIANGULAR SPACING
SH	650	Sporobolus heterolepis	PRAIRIE DROPSEED	#1	CONT.	18" TRIANGULAR SPACING
SN	1017	Sorghastrum nutans	INDIAN GRASS	#1	CONT.	18" TRIANGULAR SPACING
SS	482	Schizachyrium scoparium	LITTLE BLUESTEM	#1	CONT.	18" TRIANGULAR SPACING

XX* = KEY NOTES ON PLAN WITH ASTERISK INDICATE TREES WITH UP LIGHTING, TYP.

PLANTING NOTES:

1. PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS.
2. NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
3. CONTRACTOR SHALL PLACE SHREDDED BARK MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3".
4. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK, ANSI Z60-1992, OR MOST RECENT EDITION.
5. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES, AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
7. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
8. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON THE DRAWINGS.
9. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
10. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
11. ALL PLANTERS TO BE FILLED WITH ANNUALS & TO BE REPLACED 4 TIMES A YEAR. CONTRACTOR TO SELECT ANNUAL SPECIES AND BE APPROVED BY THE LANDSCAPE ARCHITECT
12. TREE UP LIGHTING TO BE BULLET STAKE MOUNTED IN LANDSCAPE. 2 LIGHTS PER TREE (XX* KEY NOTES INDICATE TREES WITH UPLIGHTING).
13. ALL PARKING LOT ISLANDS SHALL BE BERMED TO DISCOURAGE FOOT TRAFFIC.
14. ALL LANDSCAPED AREAS SHALL BE IRRIGATED
15. ALL SHRUBS TO BE 24" HEIGHT AT PLANTING, TYP.
16. PLANS INDICATE EXISTING TREES WITH A MIN. 6" CAL. THAT SHALL BE REMOVED. CONTRACTOR TO FIELD VERIFY ALL TREES TO BE REMOVED FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DEMOLITION.

LANDSCAPE REQUIREMENTS

(PER LEAWOOD DEVELOPMENT ORDINANCE SECTION 16-4-7 LANDSCAPING AND SCREENING REQUIREMENTS)

PERIMETER LANDSCAPING ADJACENT TO RIGHTS-OF-WAY

- 95TH STREET (1,245 LF)
  - *REQUIRED SHADE TREES (1 PER 35 LF): SHADE TREES / 2.5" CAL. - 35
  - PROVIDED SHADE TREES: SHADE TREES / 2.5" CAL. - 35
  - *REQUIRED ORNAMENTAL TREES (1 PER 12 LF): ORNAMENTAL TREES / 1.5" CAL. - 61
  - PROVIDED ORNAMENTAL TREES: ORNAMENTAL TREES / 1.5" CAL. - 0
  - *(UNABLE TO FIT ORNAMENTAL TREES DUE TO SPACE CONSTRAINTS AND PEDESTRIAN CIRCULATION ISSUES)*
  - *REQUIRED SHRUBS (1 PER 5 LF): SHRUBS / 2' HT. - 249
  - PROVIDED SHRUBS: SHRUBS / 2' HT. - 252
- MISSION ROAD (620 LF)
  - *REQUIRED SHADE TREES (1 PER 35 LF): SHADE TREES / 2.5" CAL. - 18
  - PROVIDED SHADE TREES: SHADE TREES / 2.5" CAL. - 18
  - *REQUIRED ORNAMENTAL TREES (1 PER 12 LF): ORNAMENTAL TREES / 1.5" CAL. - 52
  - PROVIDED ORNAMENTAL TREES: ORNAMENTAL TREES / 1.5" CAL. - 0
  - *(UNABLE TO FIT ORNAMENTAL TREES DUE TO SPACE CONSTRAINTS AND PEDESTRIAN CIRCULATION ISSUES)*
  - *REQUIRED SHRUBS (1 PER 5 LF): SHRUBS / 2' HT. - 124
  - PROVIDED SHRUBS: SHRUBS / 2' HT. - 134

PERIMETER LANDSCAPING ADJACENT TO RESIDENTIAL ZONING

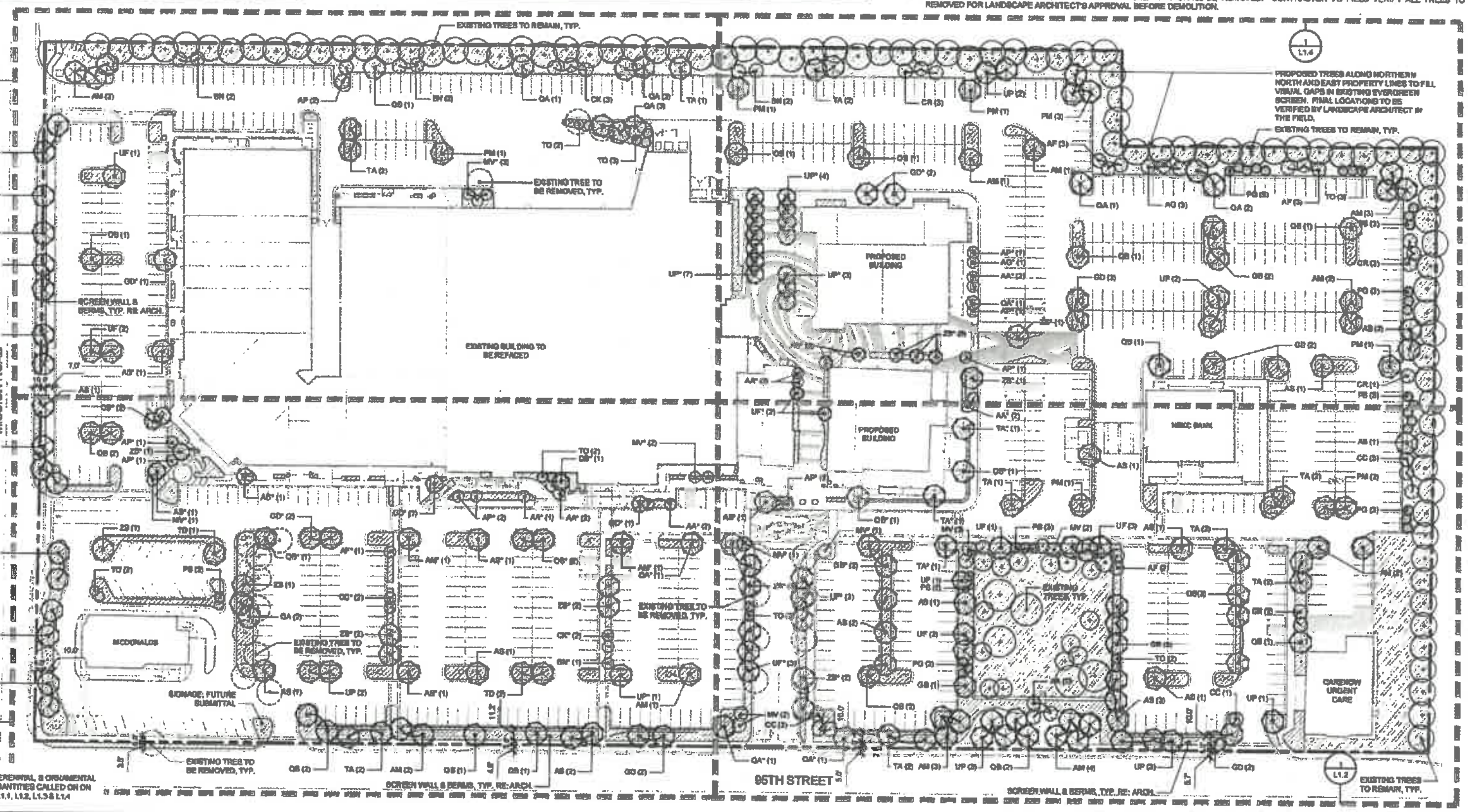
- EXISTING TREE LINE TO REMAIN PROVIDES SCREENING NOT LESS THAN 6' HEIGHT ALONG THE ABUTTING PROPERTY LINES

INTERIOR LANDSCAPING

- LANDSCAPED AREA
  - TOTAL AREA OF THE SITE: 750,400 SQ FT
  - *REQUIRED LANDSCAPED AREA (10%): 75,040 SQ FT
  - PROVIDED LANDSCAPED AREA (10%): 81,284 SQ FT
  - *ADDITIONAL TREES REQUIRED (1 TREE PER 3,000 SQ FT) - 27
  - ADDITIONAL TREES PROVIDED: (1 TREE PER 3,000 SQ FT) - 28
- PARKING LOT TREES
  - TOTAL PARKING PROVIDED: 925 STALLS
  - *REQUIRED SHADE TREES (1 PER 10 PARKING SPACES): SHADE TREES / 2.5" CAL. - 93
  - PROVIDED SHADE TREES: SHADE TREES / 2.5" CAL. - 103

LEGEND

- EXISTING TREES TO REMAIN
- EXISTING TREES TO BE REMOVED
- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- PLANTING BED
- EXISTING LANDSCAPE TO REMAIN
- TURF



NOTE: SHRUB, PERENNIAL, & ORNAMENTAL GRASS QUANTITIES CALLED ON ON SHEETS: L1.1, L1.2, L1.3 & L1.4

01 LANDSCAPE PLAN - TREES

SCALE: 1"=60'

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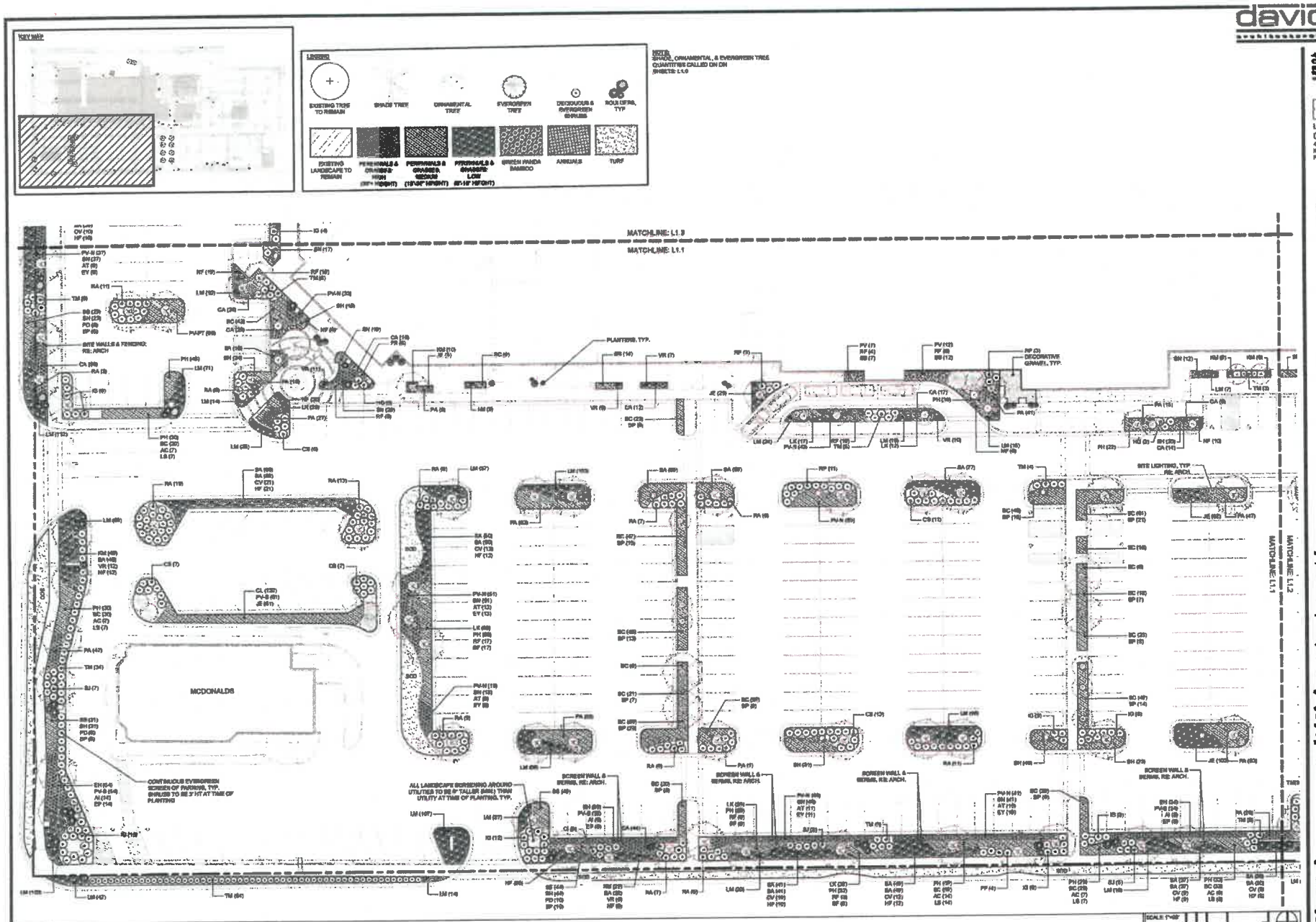

01 LANDSCAPE PLAN - SHRUBS & GROUNDCOVER

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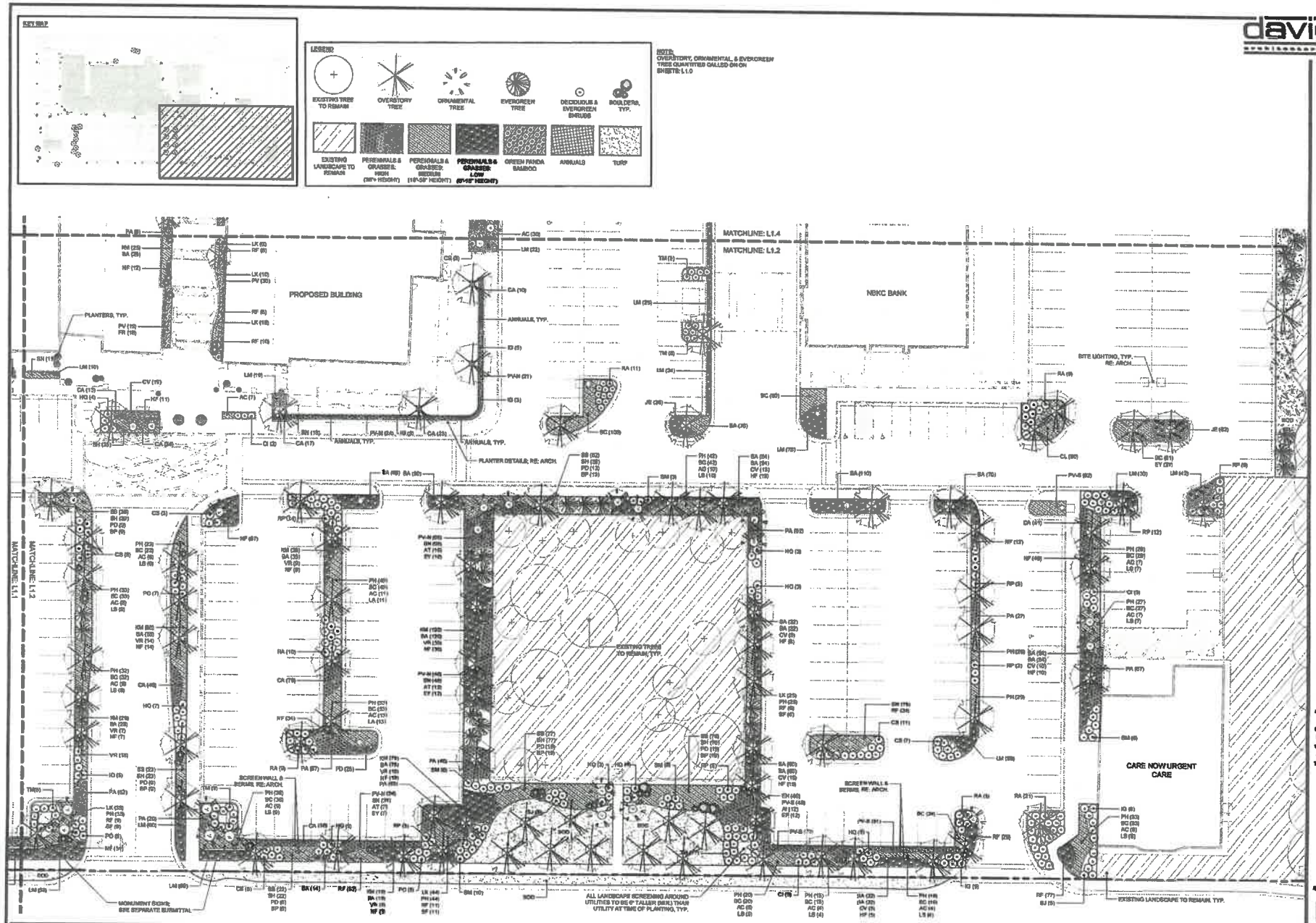

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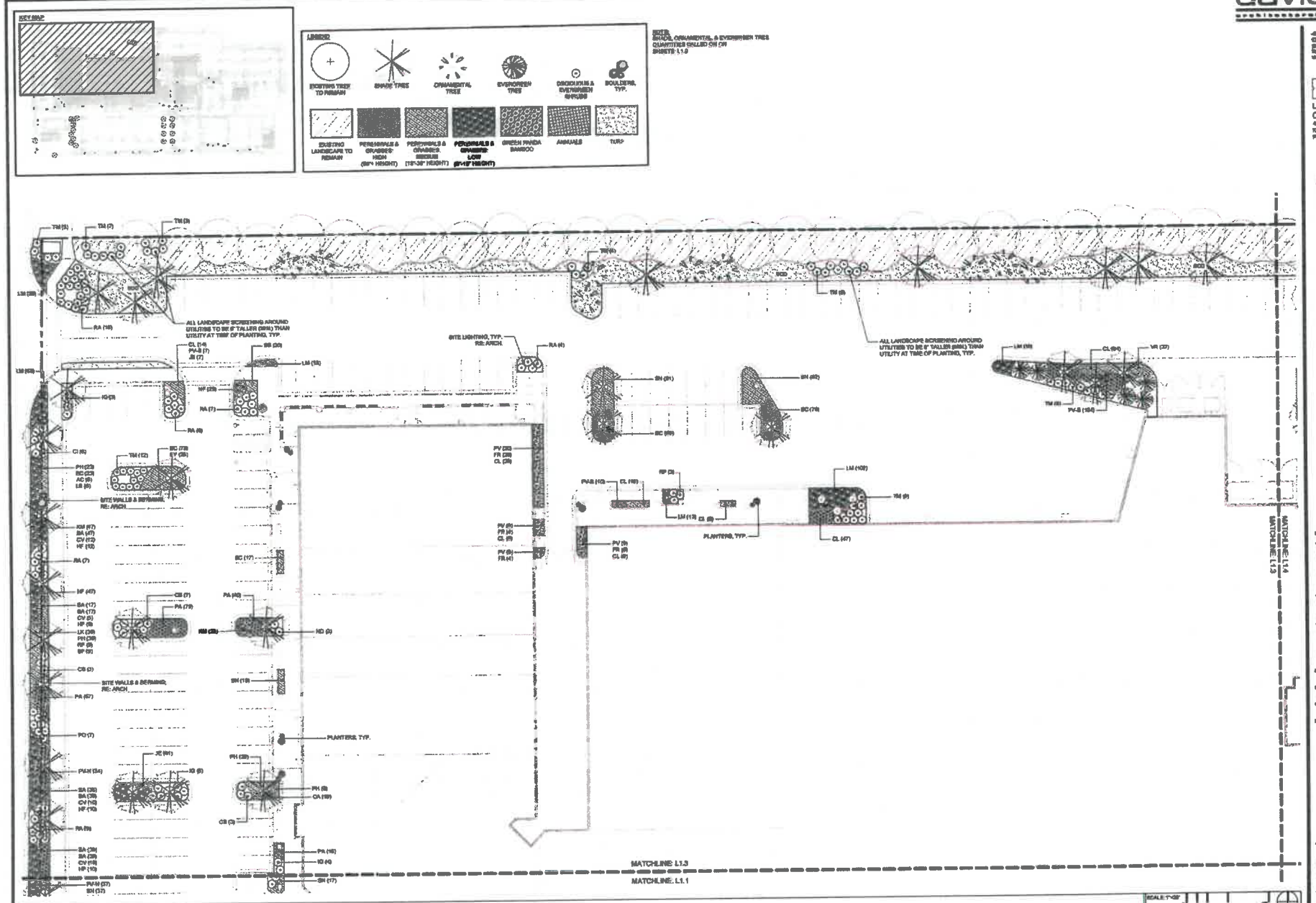

01 LANDSCAPE PLAN - SHRUBS & GROUNDCOVER

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drawing type
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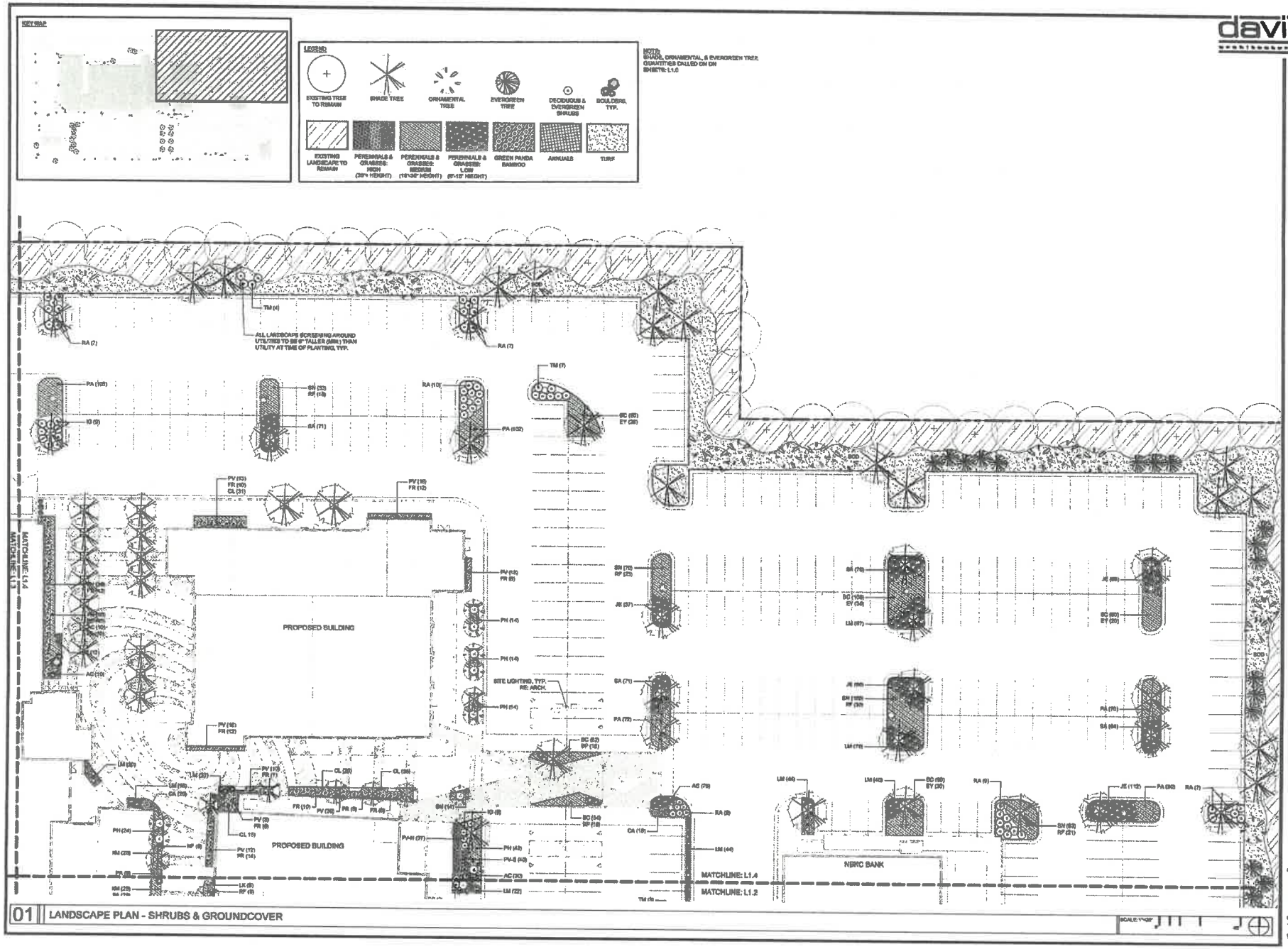

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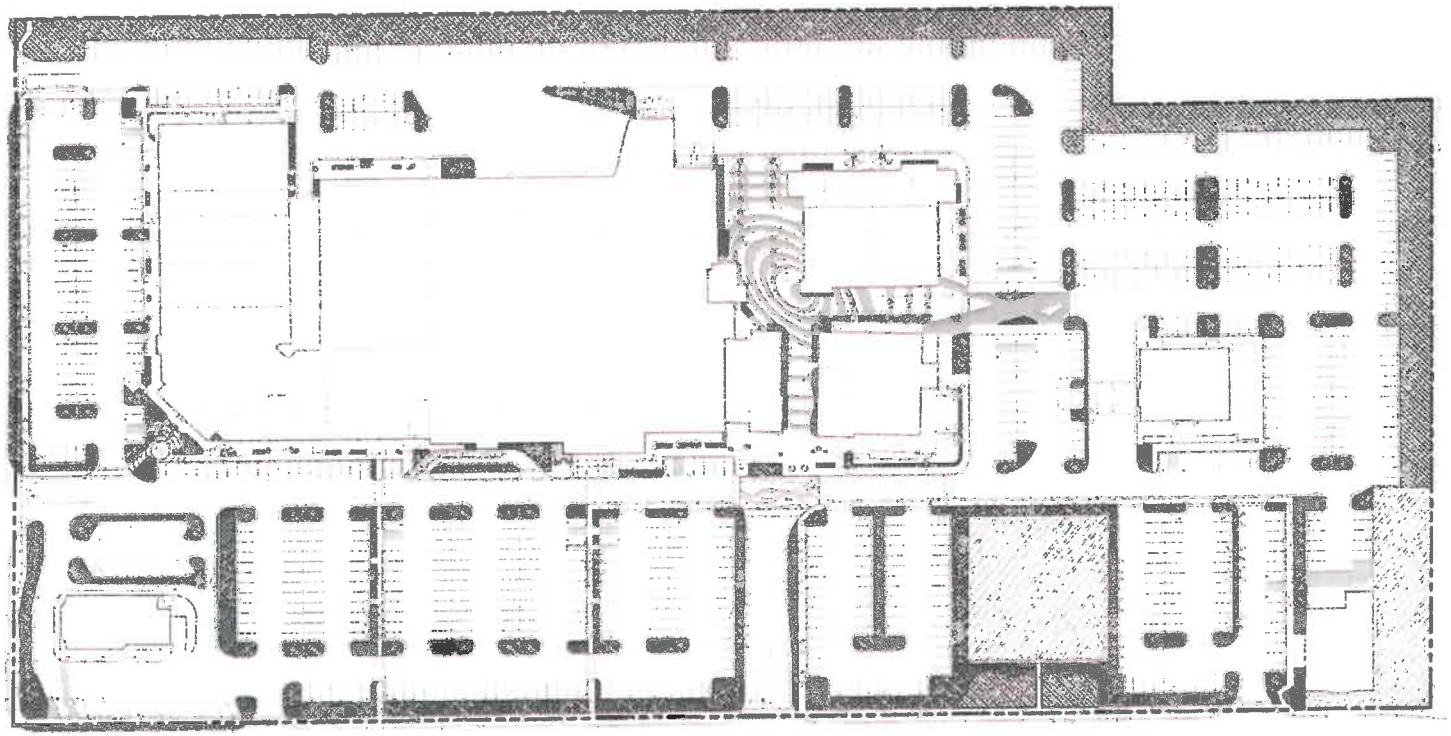
LEGEND

- EXISTING LANDSCAPE TO REMAIN
- DRIP IRRIGATION
- SPRAY IRRIGATION

IRRIGATION NOTES:

1. IRRIGATION PLAN IS INCLUDED TO ILLUSTRATE THE IRRIGATION INTENT FOR THIS PROJECT & NOT BE THE FINAL DESIGN OF THE SYSTEM. FINAL IRRIGATION DESIGN WILL BE COMPLETED AFTER CITY FOR APPROVAL.
2. LANDSCAPED AREAS ON THE SOUTH AND EAST SIDES OF THE CARE NOW BUILDING HAVE AN EXISTING IRRIGATION SYSTEM THAT WILL REMAIN.



01 IRRIGATION PLAN

SCALE 1"=50'

a redevelopment for
Ranch Mart
3700 W. 95th Street
Leawood, Kansas

date
12.18.2018
drawn by
MS
checked by
JC
revisions

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IR1.0

drawing type
final development plan
project number
16231

Elevation Material List

Paint:

- color 1: Sherwin Williams, SW 6234 Uncertain Gray
- color 2: Sherwin Williams, SW 7067 Cityscape
- color 3: Sherwin Williams, SW 6990 Caviar
- color 4: Sherwin Williams, SW 6272 Plumb Brown
- color 5: Sherwin Williams, SW 7510 Chateau Brown
- color 6: Sherwin Williams, SW 6040 Less Brown
- color 7: Sherwin Williams, SW 6069 French Roast
- color 8: Sherwin Williams, SW 9100 Umber Rust
- color 9: Sherwin Williams, SW 9105 Almond Rose

Brick (modular unless noted otherwise):

- Brick 1: existing brick to remain, existing color varies
- Brick 2: existing brick with stain
- Brick 3: glazed brick, Fireclay brick tile, color TBD, gloss with englobe finish
- Brick 4: glazed brick, Fireclay brick tile, color TBD, gloss with englobe finish
- Brick 5: glazed brick, Fireclay brick tile, color TBD, satin finish
- Brick 6: glazed brick, Fireclay brick tile, color TBD, gloss
- Mortar: colors to be determined

Glass:

- Glass 1: 1" insulated clear storefront glazing
- Glass 2: 1" insulated spandrel glass
- Glass 3: 1" insulated fritted glass, pattern to be determined
- Glass 4: 1" insulated fritted spandrel glass, pattern to be determined
- Storefront 1: 2" clear anodized aluminum frame
- Storefront 2: 2" dark bronze permafluor aluminum frame
  *all storefronts to be replaced unless otherwise noted

Wood:

- Wood 1: Wood, clear coat
- Wood 2: Wood, stain color Fawn
- Wood 3: Longboard wood Fascia, color Dark National Walnut

Stone:

- Stone 1: Stone Panels International, Terra D'Oriente
- Stone 2: Stone Panels International, Gascogne Blue, honed
- Stone 3: Stone Panels International, Black Ash Slate, flamed and honed
- Stone 4: tumbled rock face, Alabaster
- Stone 5: Cordova stone, ground face, Granite Ground Face
- Stone 6: Cordova stone, ground face, Midnight
- Tile 1: 6" Fireclay hexagon tile, gold
- Mural 1: Mural by artist TBD
- Trellis 1: for plant growth on the building facade

Metal:

- Zinc 1: color Azengar, 2'x8' panels
- Zinc 2: color VMZ Quartz, 2'x8' panels
- Zinc 3: color VMZ Quartz, 6" ribbed panels
- Zinc 4: color VMZ Anthra Zinc, 2'x8' panels
- Zinc 5: color VMZ Anthra Zinc, custom panel design
- Zinc 6: color VMZ Anthra Zinc, 6" panel rainscreen
- Zinc 7: color Pigmento Red, 6"x8' panels
- Zinc 8: color Pigmento Brown, 6"x8' staggered panels
- Zinc 9: color Pigmento Violet
- Zinc 10: color Pigmento Red, 6" ribbed panels
- Zinc 11: color VMZ Quartz, 6" panels
- Zinc 12: color Pigmento Red
- Zinc 13: color Azengar, 6" stand-alone panels
- Perforated 1: weathered steel, pattern to be determined
- Perforated 2: Pigmento Brown Zinc, pattern to be determined
- Steel 1: weathered steel

Precast Concrete:

- Panel Type 1: custom scored cementitious panels

Caulk: to match adjacent material

Awning:

- Awning 1: tapered wood soffit, Anthra zinc fascia
- Awning 2: wood soffit, Anthra zinc fascia
- Awning 3: fabric, color 1
- Awning 4: wood soffit, Pigmento Violet zinc fascia
- Awning 5: wood louvered awning
- Awning 6: fabric, color 2
- Awning 7: Anthra zinc louvered awning with cables

Louvers:

- Louvers 1: wood color 1, 6" wood louvers
- Louvers 2: wood color 2, 2'-0" wood louvers

Fabric:

- Color 1: Sunbrella color Black Cherry
- Color 2: Sunbrella color Gingko
- Color 3: Sunbrella color Sky Blue
- Color 4: Sunbrella color Burgundy
- Color 5: Sunbrella color Concord
- Color 6: Violet

Roof: mechanically fastened roof system - .060" thick TPO with white color, fully adhered at parapet walls

Flashing: colors to match adjacent material

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a redevelopment for
Ranch Mart
3700 W. 95th Street
Leawood, Kansas

date
12.16.2016
drawn by
DAE
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revisions
03.08.2019 3

sheet number
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drawing type
final development plan
project number
18231

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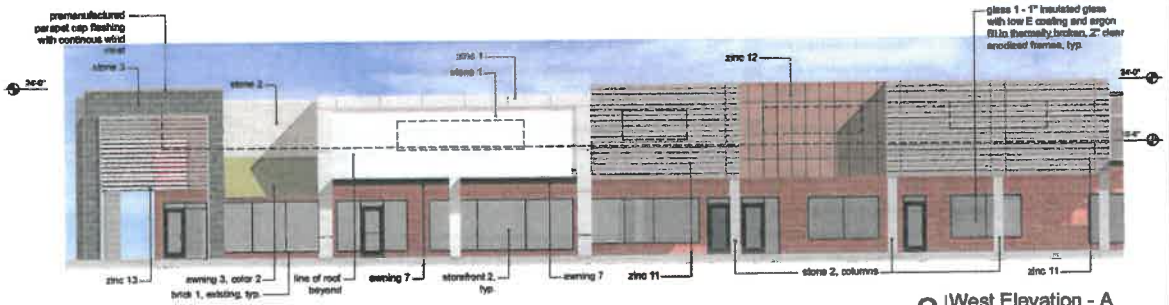
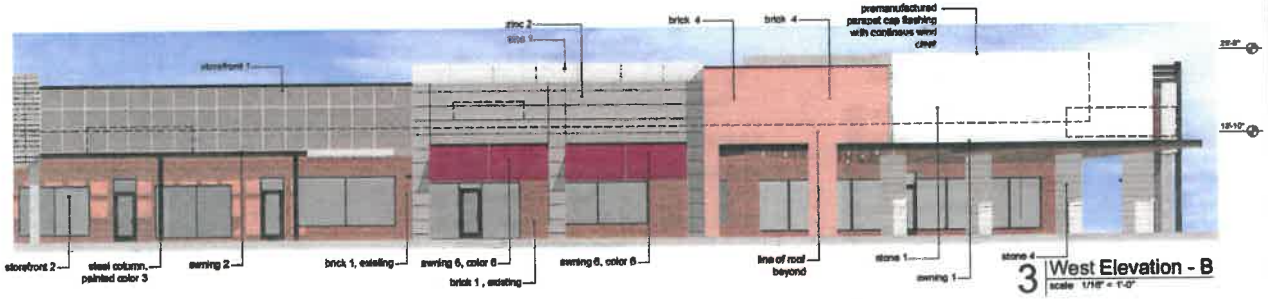
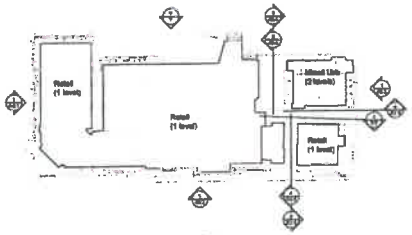
1 Overall West Elevation
scale: NTS



2 West Elevation - A
scale: 1/16" = 1'-0"



3 West Elevation - B
scale: 1/16" = 1'-0"



4 Elevation Key
scale: NTS

a redevelopment for
Ranch Mart
3700 W. 95th Street
Leawood, Kansas

date
12.18.2018
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A3.1

drawing type
final development plan

project number
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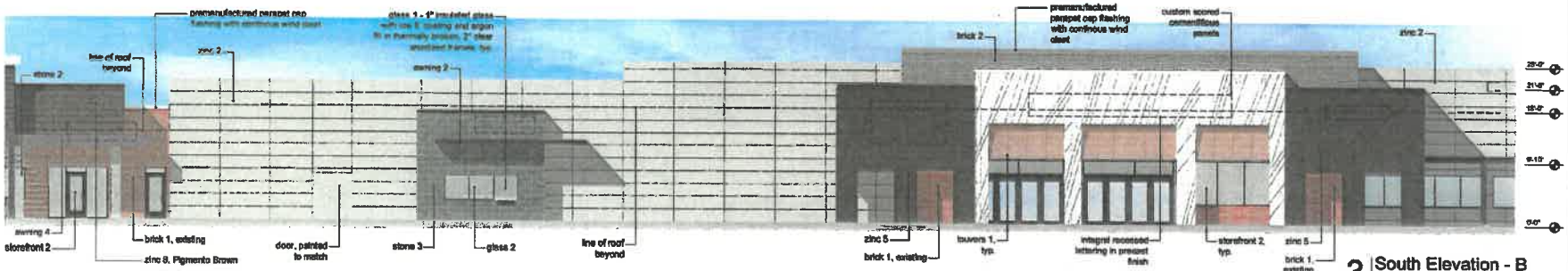
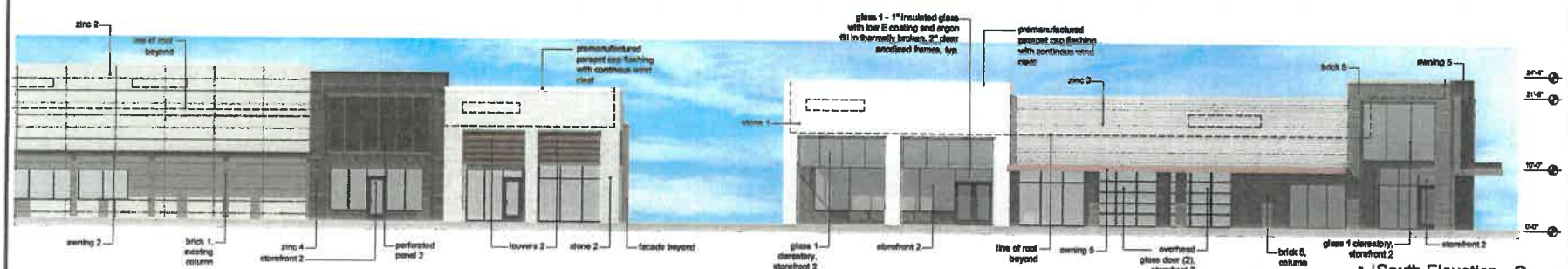
1 Overall South Elevation
NTS

2 South Elevation - A
scale: 1/8" = 1'-0"



3 South Elevation - B
scale: 1/8" = 1'-0"



4 South Elevation - C
scale: 1/8" = 1'-0"

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project number
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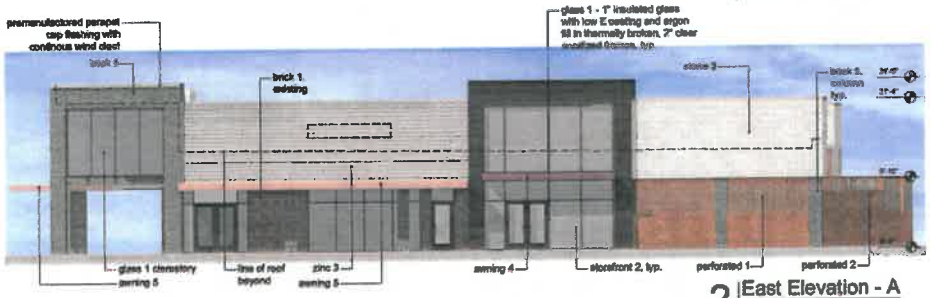
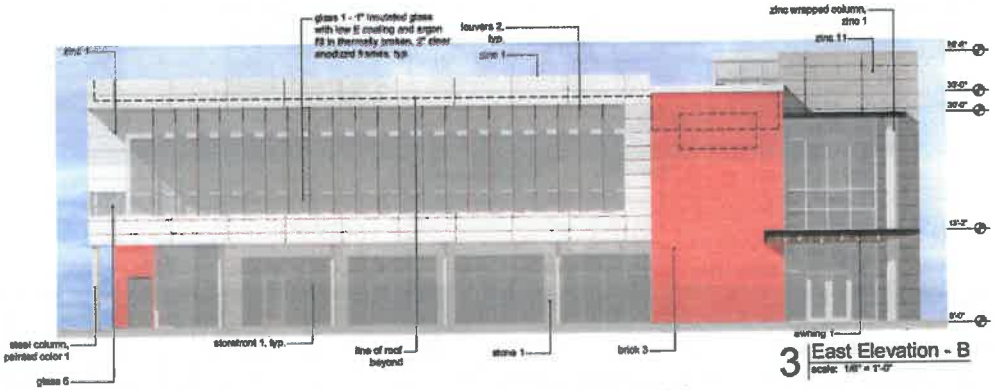
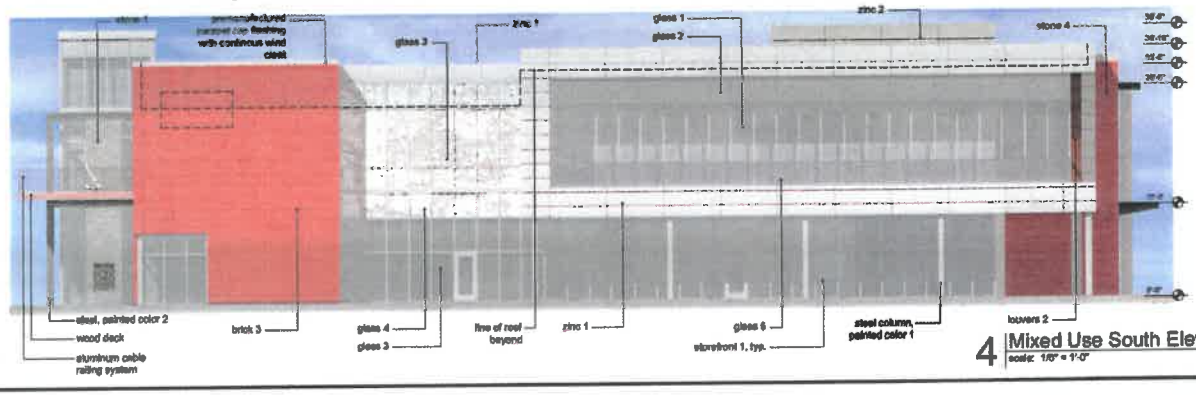
1 Overall East
scale: NTS



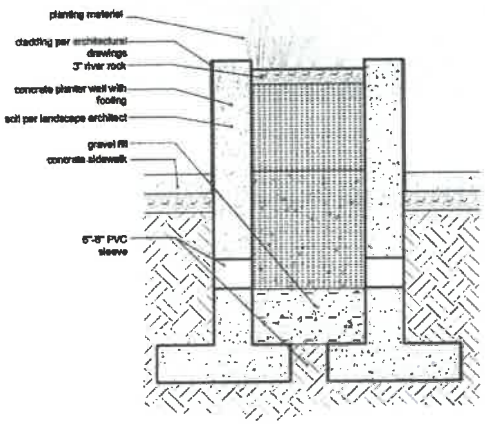
2 East Elevation - A
scale: 1/8" = 1'-0"



3 East Elevation - B
scale: 1/8" = 1'-0"



4 Mixed Use South Elevation
scale: 1/8" = 1'-0"



5 Typical Planter Detail
scale: 1" = 1'-0"

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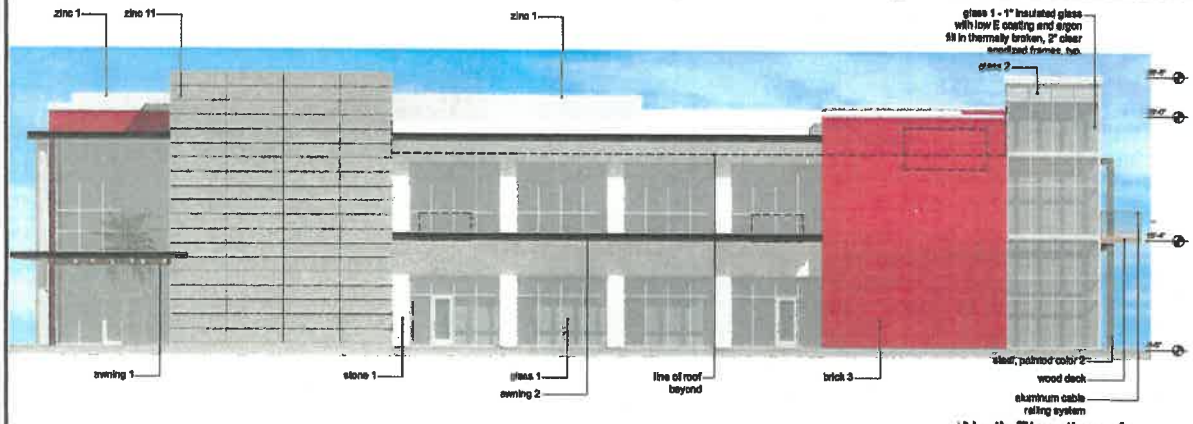
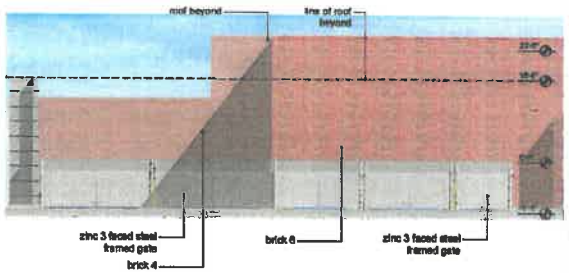
drawing type
final development plan

projects number
16231

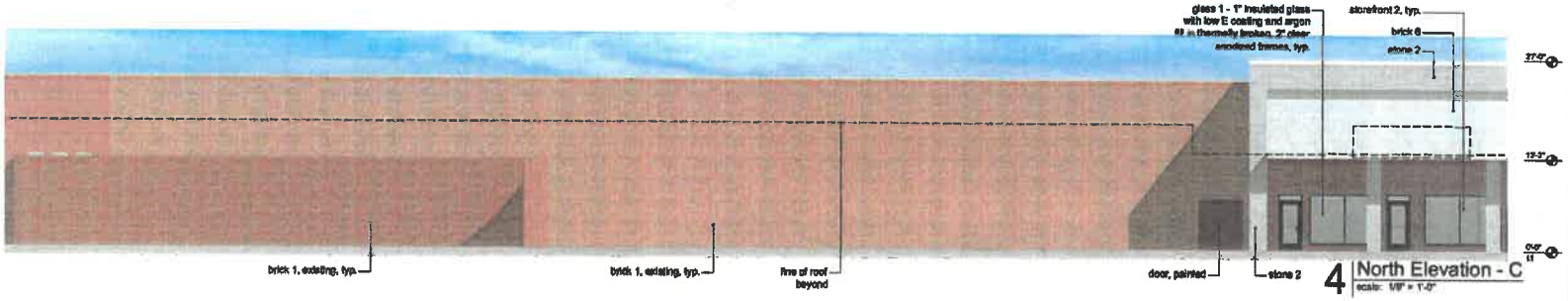
1 Overall North Elevation
scale: NTS



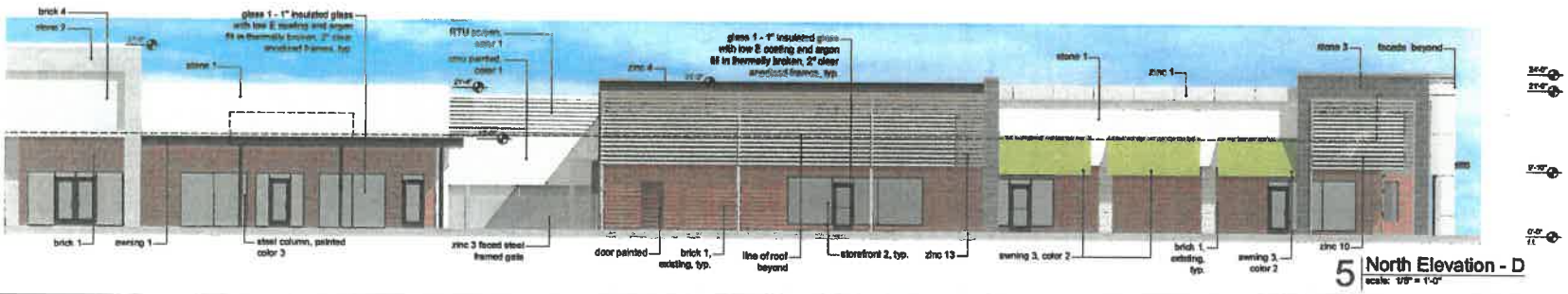
2 North Elevation - A
scale: 1/8" = 1'-0"



3 North Elevation - B
scale: 1/8" = 1'-0"



4 North Elevation - C
scale: 1/8" = 1'-0"



5 North Elevation - D
scale: 1/8" = 1'-0"

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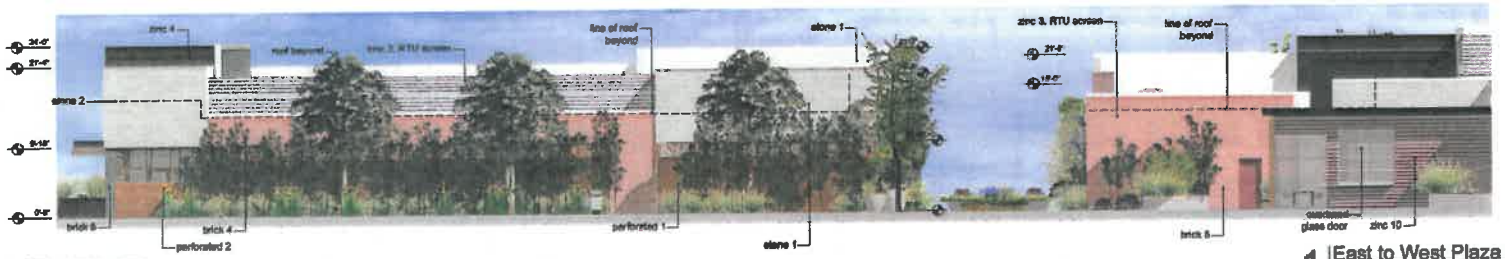
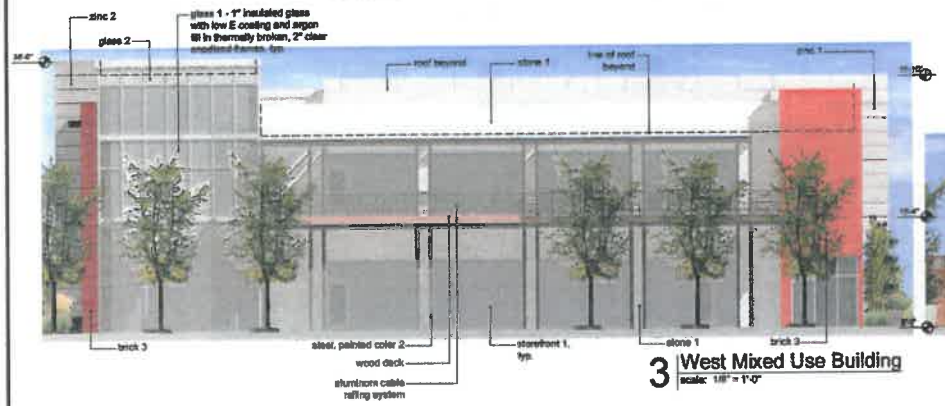
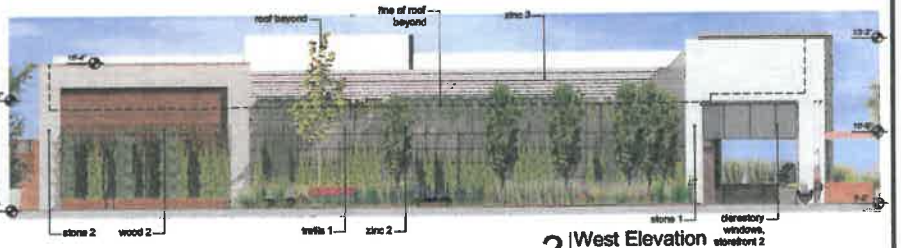


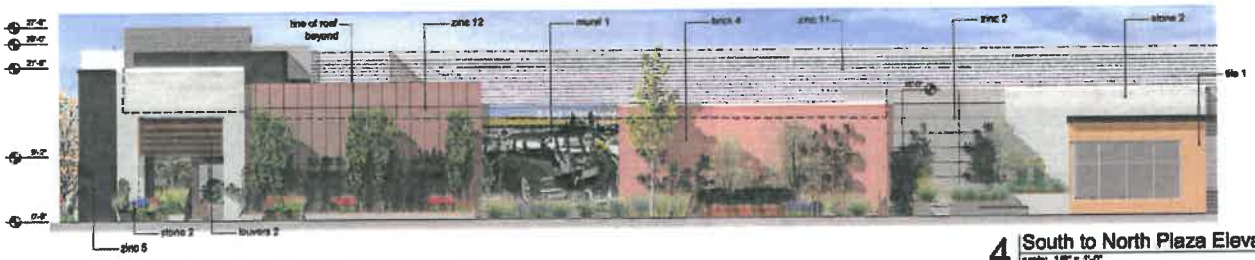
1 East to West Plaza Elevation
scale: 1/8" = 1'-0"



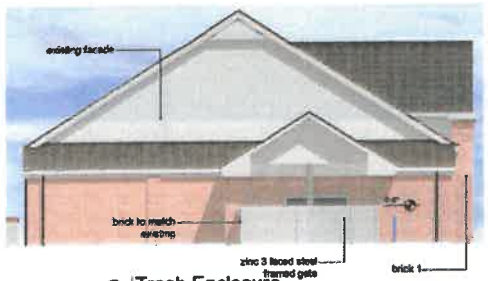
3 West Mixed Use Building
scale: 1/8" = 1'-0"



2 West Elevation
scale: 1/8" = 1'-0"



4 South to North Plaza Elevation - A
scale: 1/8" = 1'-0"



6 Trash Enclosure
scale: 1/8" = 1'-0"

5 South to North Plaza Elevation - B
scale: 1/8" = 1'-0"

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final development plan
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northwest corner of retail

view looking east at retail

southwest corner of retail

view of grocery store

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southeast corner of retail

southeast corner of mixed use building

view from 95th street

northeast corner of mixed used building

south plaza entry

a redevelopment for

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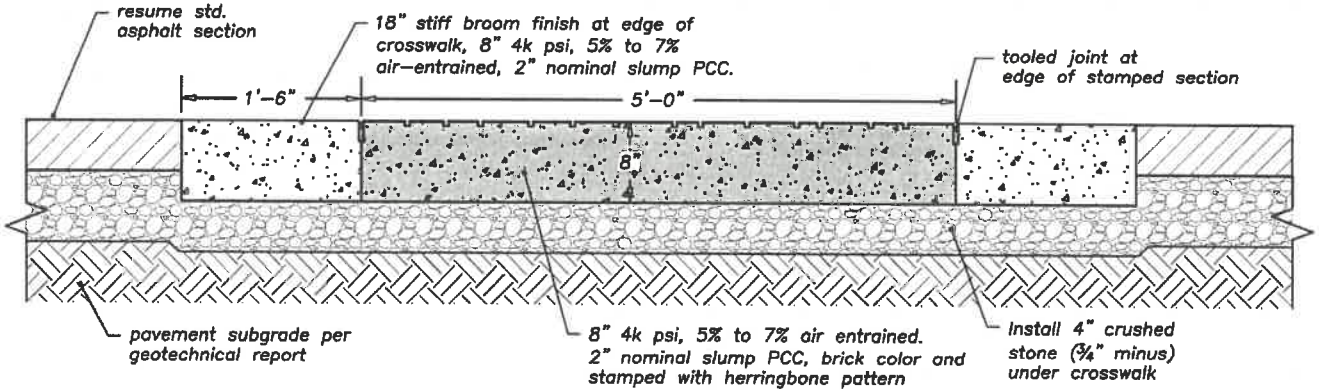

Stamped Concrete Crosswalk

1 Stamped Concrete Crosswalk Detail
not to scale

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an exhibit for
Ranchmart North
3700 W. 95th Street
Leawood, KS

date
01.09.2019
drawn by
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sheet number
Ex 1
drawing type
exhibit
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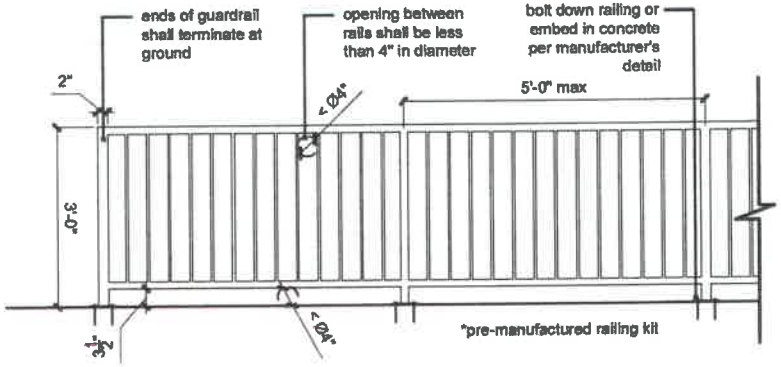
Railing Criteria

- Paint all railings to match building standard colors with appropriate weather-resistant coating
- Railings shall comply with ADA and the 2012 IBC
- All fasteners and connection plates to be galvanized steel painted to match
- Railing shall be aluminum with black coating or galvanized steel painted black with weather-resistant paint
- Handrails shall not rotate within their fittings.
- Handrails shall return to a wall, guard or the walking surface or shall be continuous to the handrail of an adjacent stair flight or ramp run.
- Clear space between a handrail and a wall or other surface shall be a minimum of 11/2 inches (38 mm). A handrail and a wall or other surface adjacent to the handrail shall be free of any sharp or abrasive elements.



1 Railing Elevation
scale: 1/2" = 1'-0"

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3700 W. 95th Street
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01.09.2019
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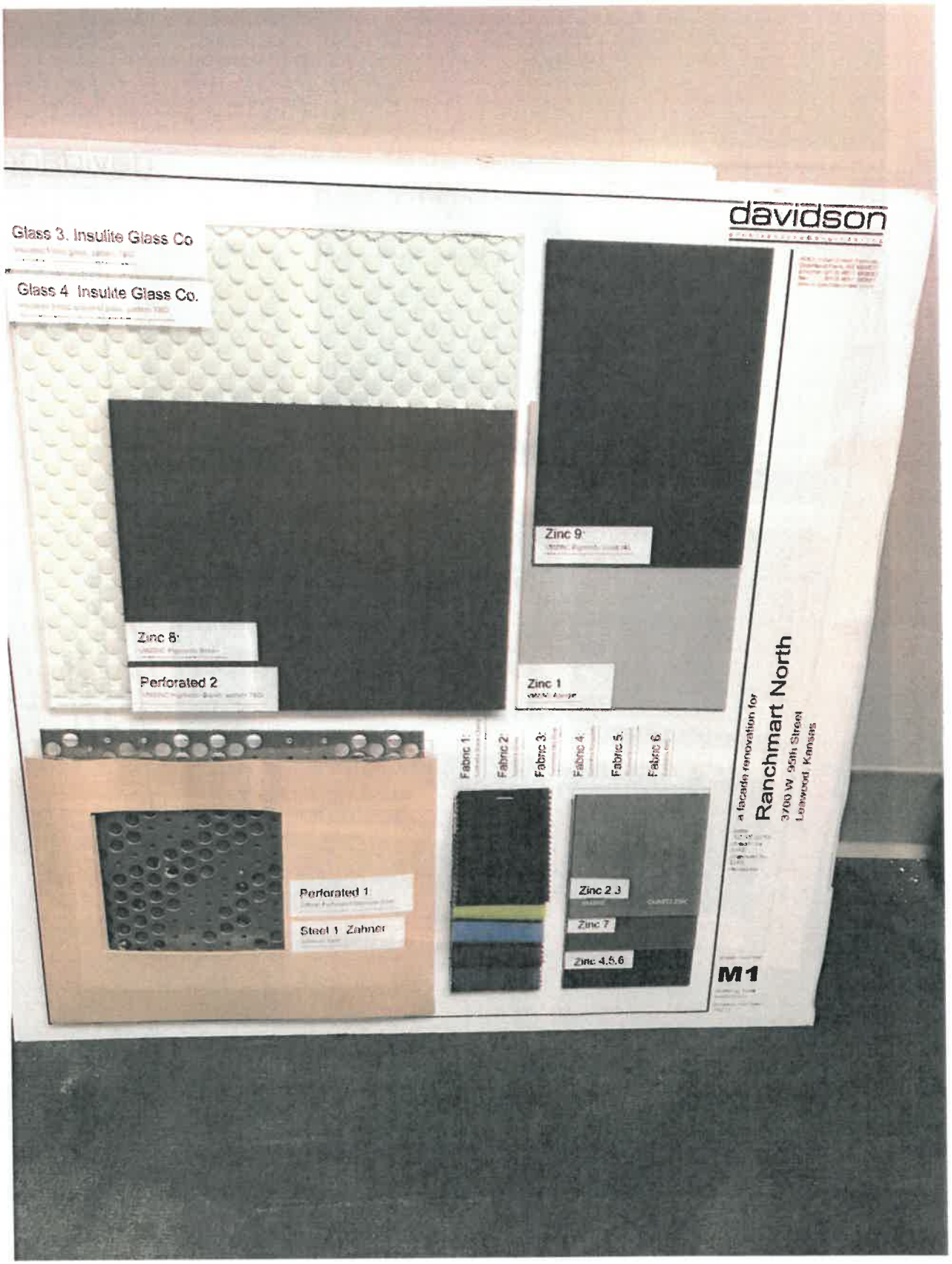
BCM
revisions

sheet number
Ex 2

drawing type
exhibit

project number
16231

davidson
Stone 1:
Wood 3:
Wood 1:
Stone 2.
Wood 2:
Brick 1:
Brick 3:
Brick 6
Brick 4
Brick 5
Stone 3
a facade renovation for
Ranchmart North
3700 W. 95th Street
Leawood, Kansas
M2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Glass 3. Insulite Glass Co
Glass 4 Insulite Glass Co.
Zinc 9
Zinc 8
Perforated 2
Zinc 1
Fabric 1
Fabric 2
Fabric 3
Fabric 4
Fabric 5
Fabric 6
Perforated 1
Steel 1 Zahner
Zinc 2 3
Zinc 7
Zinc 4,5,6
a facade renovation for
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3700 W 95th Street
Leawood, Kansas
M1

INTERNAL LOCKING REMOVABLE BOLLARDS

Internal Locking Removable Bollards are manufactured from carbon steel and stainless steel for a variety of strengths and options. Powder coats are available in over 180 colors, or the bollards can be galvanized or primed only. For extra vehicle stopping power, these bollards are also available in high security wall thickness. To avoid possible injury due to an opening when the bollard is removed, we provide two options: an attached lid that folds down to cover the opening, or a lockable/ removable lid that locks into place when the bollard is removed. The internal locking removable bollard is ideal for any application that requires the strength of a fixed bollard with the flexibility to remove the bollards to allow for authorized vehicle traffic, equipment, or large items.

INTERNAL LOCKING REMOVABLE BOLLARD CARBON STEEL					
LIGHT SECURITY		MEDIUM SECURITY		HIGH SECURITY	
Item Number	Nominal Pipe Size	Item Number	Nominal Pipe Size	Item Number	Nominal Pipe Size
IBR03040	3" Sch.40	IBR04080	4" Sch.80	IBR08040	8" Sch.40
IBR03080	3" Sch.80	IBR05040	5" Sch.40	IBR08080	8" Sch.80
IBR04040	4" Sch.40	IBR05080	5" Sch.80	IBR10040	10" Sch.40
		IBR06040	6" Sch.40	IBR10080	10" Sch.80
		IBR06080	6" Sch.80	IBR12040	12" Sch.40
				IBR12080	12" Sch.80

INTERNAL LOCKING REMOVABLE BOLLARD STAINLESS STEEL					
LIGHT SECURITY		MEDIUM SECURITY		HIGH SECURITY	
Item Number	Nominal Pipe Size	Item Number	Nominal Pipe Size	Item Number	Nominal Pipe Size
SSR03040	3" Sch.40	SSR04080	4" Sch.80	SSR08040	8" Sch.40
SSR03080	3" Sch.80	SSR05040	5" Sch.40	SSR08080	8" Sch.80
SSR04040	4" Sch.40	SSR05080	5" Sch.80	SSR10040	10" Sch.40
		SSR06040	6" Sch.40	SSR10080	10" Sch.80
		SSR06080	6" Sch.80	SSR12040	12" Sch.40
				SSR12080	12" Sch.80

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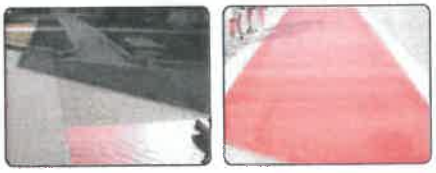
TrafficPatterns® by Ennis-Flint

INTERCONNECTED

TrafficPatternsLT® by Ennis-Flint

OVERLAY



DecoMark® by Ennis-Flint

SURFACE SIGNS

TrafficPatternsGF® by Ennis-Flint

GROUT FREE

TrafficPatternsXD® by Ennis-Flint

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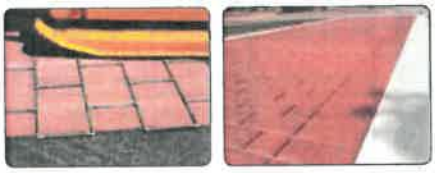

DuraTherm® by Ennis-Flint

INLAID

When used on public roadways and private properties open to public travel, decorative crosswalks require proper demarcation with white linear boundaries according to the Manual on Uniform Traffic Control Devices (MUTCD).

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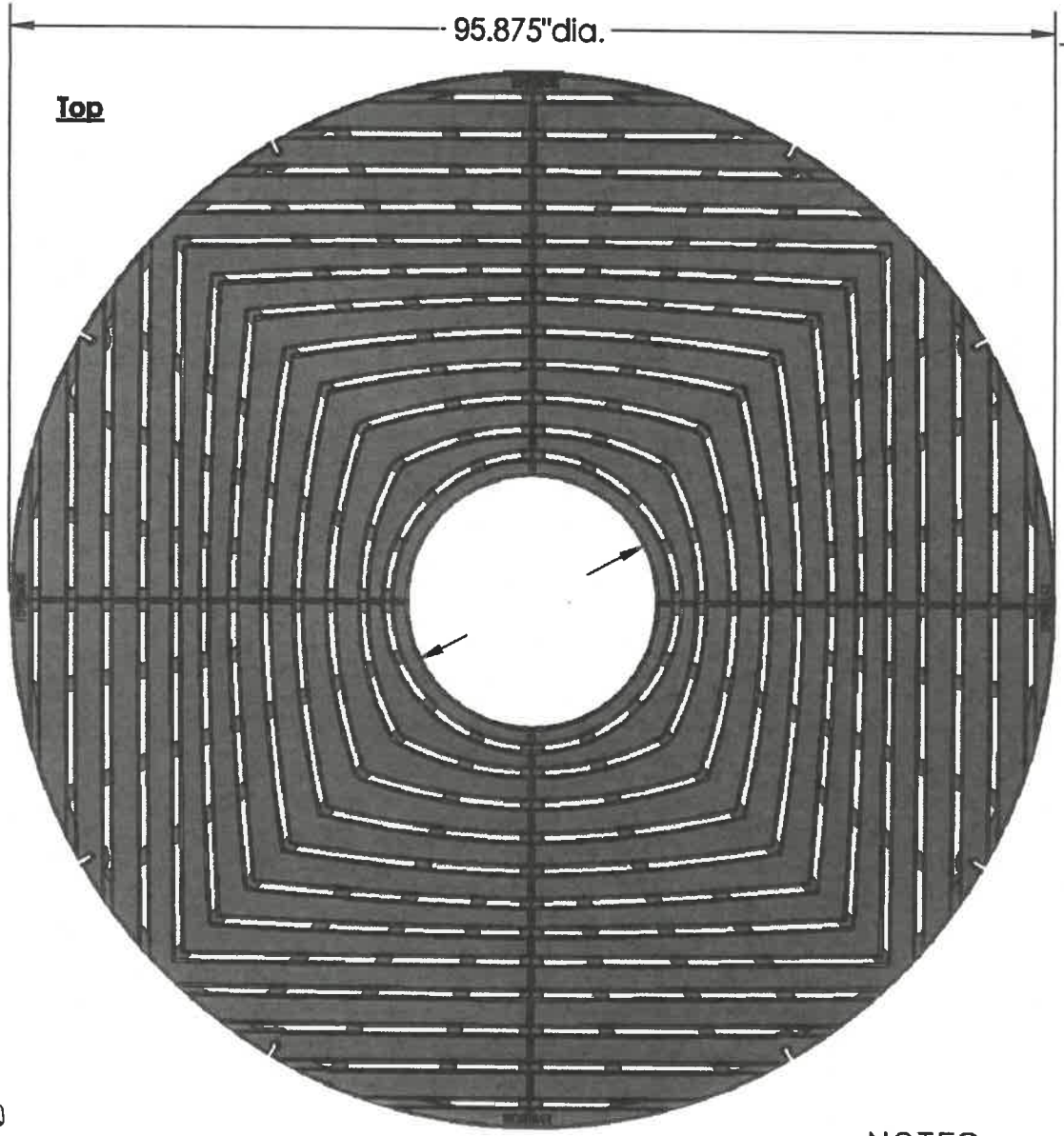
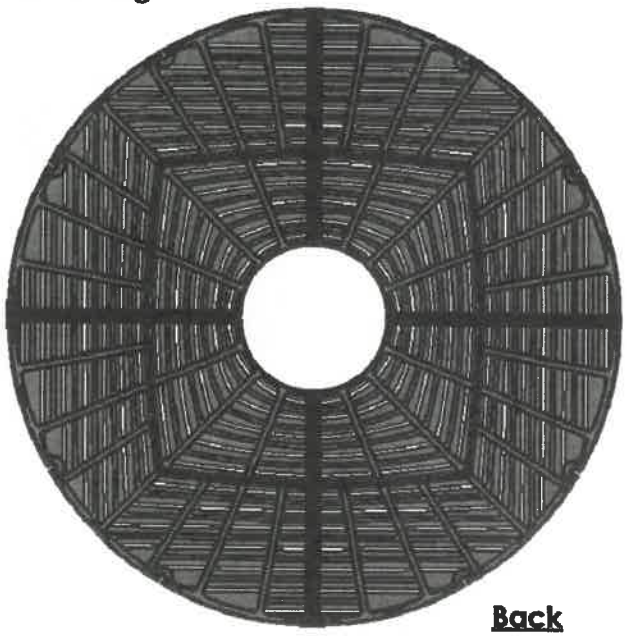
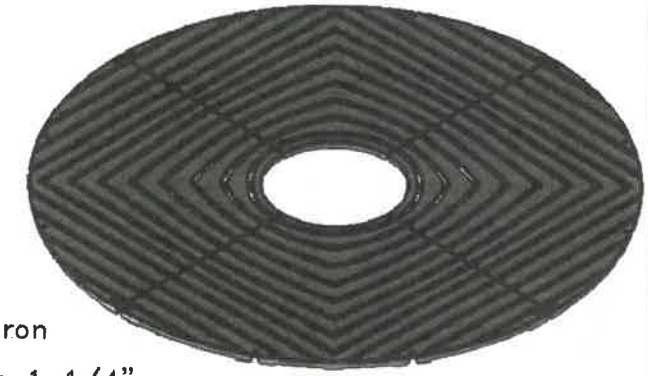




Perspective



IRON AGE DESIGNS
2104 SW 152nd St #4 TEL 206.276.0925
Burien, WA 98166 FAX 206.257.0318
www.ironagegrates.com

Divisadero 5' Dia. Tree Grate

JOB NO.

DWG. NO. 01-DIV.I.60dia.

Drawn by: JH
Date: 10/27/15
Scale: Not to Scale

NOTES:

1. Material: cast iron
2. Finish: Natural
3. Edge thickness: 1 1/4"
4. Fits frame by: Iron Age
5. No openings greater than 1/2"
6. Weight approx.
7. Due to casting inconsistencies all dimensions are nominal

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OSQ Series

OSQ™ LED Area/Flood Luminaire – Medium

Product Description

The OSQ™ Area/Flood luminaire blends extreme optical control, advanced thermal management and modern, clean aesthetics. Built to last, the housing is rugged cast aluminum with an integral, weathertight LED driver compartment. Versatile mounting configurations offer simple installation. Its slim, low-profile design minimizes wind load requirements and blends seamlessly into the site providing even, quality illumination. The 'B' Input power designator is a suitable upgrade for HID applications up to 250 Watt, and the 'K' Input power designator is a suitable upgrade for HID applications up to 400 Watt.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary

NanoOptic® Precision Delivery Grid™ optic

Assembled in the U.S.A. of U.S. and imported parts

Initial Delivered Lumens: Up to 17,291

Efficacy: Up to 136 LPW

CRI: Minimum 70 CRI

CCT: 3000K (+/- 300K), 4000K (+/- 300K), 5700K (+/- 500K)

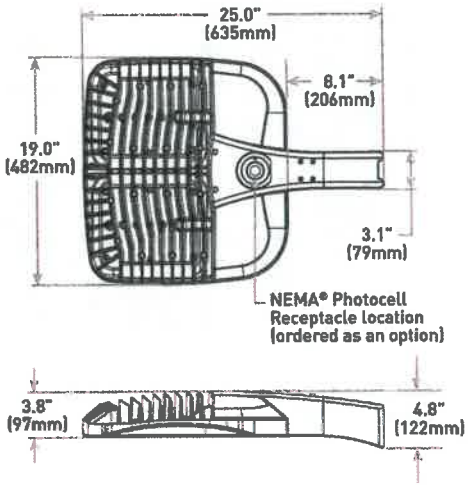
Limited Warranty†: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

†See http://lighting.cree.com/warranty for warranty terms

Accessories

Field-Installed	
Backlight Shield OSQ-BLSMF - Front facing optics OSQ-BLSMR - Rotated optics	**Hand-Held Remote** XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

DA Mount



Weight
26.5 lbs. (12kg)

Ordering Information

Fully assembled luminaire is composed of two components that must be ordered separately:

Example: **Mount:** OSQ-AASV + **Luminaire:** OSQ-A-NM-2ME-B-40K-UL-SV

Mount (Luminaire must be ordered separately)*			
OSQ-			
OSQ-AA Adjustable Arm OSQ-DA Direct Arm	**Color Options:**	SV Silver BK Black	BZ Bronze WH White

* Reference EPA and pole configuration suitability data beginning on page 7

Luminaire (Mount must be ordered separately)

OSQ	A	NM						
Product	**Version**	**Mounting**	**Optic**	**Input Power Designator**	**CCT**	**Voltage**	**Color Options**	**Options**
OSQ	A	NM No Mount	**Asymmetric** 2ME* Type II Medium 4ME* Type IV Medium 3ME* Type III Medium **Symmetric** 5ME Type V Medium 5SH Type V Short WSN Wide Sign 15D 15° Flood 25D 25° Flood 40D 40° Flood 60D 60° Flood	B 86W K 130W Z 53W	30K 3000K 40K 4000K 57K 5700K	UL Universal 120-277V UH Universal 347-480V - Available with B & K Input Power Designators only	BK Black BZ Bronze SV Silver WH White	**DIM 0-10V Dimming** - Control by others - Refer to Dimming spec sheet for details - Can't exceed wattage of specified input power designator **F Fuse** - When code dictates fusing, use time delay fuse - Available for U.S. applications only **PML Programmable Multi-Level, up to 40' Mounting Height** - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt **PML2 Programmable Multi-Level, 10-30' Mounting Height** - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt **Q9/Q6/Q5/Q4/Q3/Q2/Q1 Field Adjustable Output** - Must select Q9, Q6, Q5, Q4, Q3, Q2, or Q1 - Offers full range adjustability - Refer to pages 9-10 for power and lumen values - Available with B & K Input Power Designators only **R NEMA® Photocell Receptacle** - Intended for downlight applications with maximum 45° tilt - 3-pin receptacle per ANSI C136.10 - Photocell and shorting cap by others **RL Rotate Left** - LED and optic are rotated to the left - Refer to RR/RL configuration diagram on page 2 for optic directionality **RR Rotate Right** - LED and optic are rotated to the right - Refer to RR/RL configuration diagram on page 2 for optic directionality

* Available with Backlight Shield when ordered with field-installed accessory (see table above)

XSP Series

XSPW™ LED Wall Mount Luminaire featuring Cree TrueWhite® Technology

Product Description

The XSPW™ LED wall mount luminaire has a slim, low profile design intended for outdoor wall mounted applications. The rugged lightweight aluminum housing and mounting box are designed for installation over standard single gang J-Boxes and mud ring single gang J-Boxes. The luminaire allows for through-wired or conduit entry from the top, bottom, sides and rear. The housing design is intended specifically for LED technology including a weathertight LED driver compartment and thermal management. Optic design features industry-leading NanoOptic® Precision Delivery Grid™ system in multiple distributions.

Applications: General area and security lighting

Performance Summary

NanoOptic® Precision Delivery Grid™ optic

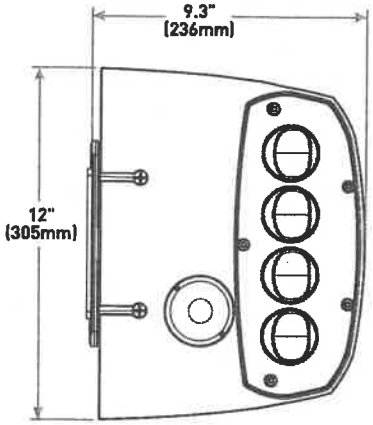
Assembled in the U.S.A. of U.S. and imported parts

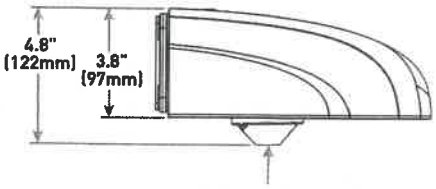
CRI: Minimum 70 CRI (3000K, 4000K & 5700K); 90 CRI (5000K)

CCT: 3000K, 4000K, 5000K, 5700K

Limited Warranty†: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

†See http://lighting.cree.com/warranty for warranty terms





Multi-Level Sensor location (ordered as an option)

Accessories

Field-Installed	
Beauty Plate WM-PLT12** - 12" (305mm) Square WM-PMT14** - 14" (356mm) Square - Covers holes left by incumbent wall packs	**Hand-Held Remote** XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

** Must specify color

Lumen Package	Weight
2L, 4L, 6L	11.0 lbs. (5.0kg)
8L	11.8 lbs. (5.4kg)

Ordering Information

Example: XSPW-B-WM-2ME-2L-30K-UL-BK

XSPW	B	WM						
Product	**Version**	**Mounting**	**Optic**	**Lumen Package***	**CCT**	**Voltage**	**Color Options**	**Options**
XSPW	B	**WM** Wall	**2ME** Type II Medium **3ME** Type III Medium **4ME** Type IV Medium	**2L** 2,490 lumens **4L** 4,270 lumens **6L** 6,100 lumens **8L** 8,475 lumens	**30K** 3000K - 70 CRI **40K** 4000K - 70 CRI **50K** 5000K - 90 CRI **57K** 5700K - 70 CRI	**UL** Universal 120-277V **UH** Universal 347-480V **34**** 347V - For use with P option only	**BK** Black **BZ** Bronze **SV** Silver **WH** White	**ML Multi-Level** - Refer to ML spec sheet for details - Available with UL voltage only **P Button Photocell** - Not available with ML or PML option - Available with UL and 34 voltages only **PML Programmable Multi-Level** - Refer to PML spec sheet for details - Available with UL voltage only

* Lumen Package selection codes identify approximate light output only. Actual lumen output levels may vary depending on CCT and optic selection. Refer to Initial Delivered Lumen tables for specific lumen values

** Consult factory for availability

LED drive-over in-grade floodlights

Type:
BEGA Product:
Project:
Voltage:
Color:
Options:
Modified:

Enclosure: Outer housing: Constructed of high tensile strength, copper free die-cast aluminum alloy.

Inner housing: One piece copper free die-cast aluminum housing with welded end caps. Trim/Faceplate is heavy gauge, machined stainless steel secured to the inner housing by stainless steel threaded welded studs. Relamping requires removal of inner housing/trim/faceplate assembly from outer housing by means of two flush, socket head stainless steel screws. ½" thick tempered glass machined flush to faceplate. One piece molded U-channel, high temperature silicone gasket. Reflector of pure anodized aluminum.

Electrical: 9.6W LED luminaire, 12 total system watts, -30°C start temperature. Integral 120V through 277V electronic LED driver, 0-10V dimming. LED module(s) are available from factory for easy replacement. Standard LED color temperature is 4000K with an >80 CRI. Available in 3000K (>80 CRI); add suffix K3 to order. Inner housing pre-wired with nine (9) feet of 18/3 waterproof cable, cable clamp, and waterproof cable gland entry into housing. A separate waterproof wiring box for power supply must be provided (by contractor).

Note: LEDs supplied with luminaire. Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Finish: Machined #4 stainless steel. Custom colors are not available.

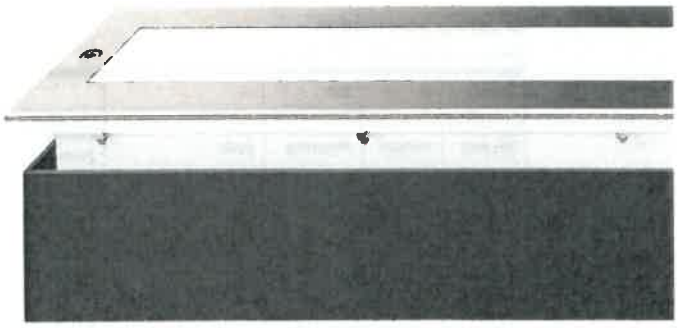
Temperature caution: The column 'T' in this chart indicates the temperature in degrees Celsius which is reached on the center of the glass surface during operation. Surface temperatures are for exterior applications. For interior applications add 10° C to temperatures shown.

Note: A foundation and proper drainage must be supplied by the contractor. These luminaires are designed to bear pressure loads up to 11,000 lbs. from vehicles with pneumatic tires. The luminaires must not be used for traffic lanes where they are subject to horizontal pressure from vehicles braking, accelerating and changing direction.

CSA certified to U.S. and Canadian standards, suitable for wet locations. Protection class IP67

Weight: 18.7 lbs.

Luminaire Lumens: 523



Location luminaires · **white** safety glass

	Lamp	T	A	B	C
77600	9.6W LED	25°	4⅝x25	4¼x24⅝	5

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Pole-top luminaire - asymmetric distribution

BEGA

Type:
BEGA Product:
Project:
Modified:

Application
LED pole-top luminaires with twin head and asymmetric light distribution ideal of the illumination of roadways, squares, driveways and pedestrian areas while meeting full cut-off requirements. Slip fits 3" O.D, pole top of tenon.

Materials
Luminaire housing and pole fitter constructed of die-cast marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
Clear safety glass
Reflector made of pure anodized aluminum
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP66
Effective projection area: 0.65 sq. ft.
Weight: 14.1 lbs

Electrical

Operating voltage	120-277VAC
Minimum start temperature	-30° C
LED module wattage	55.3W
System wattage	61.0W
Controllability	0-10V dimmable
Color rendering index	Ra > 80
Luminaire lumens	6,672 lumens (4000K)
Lifetime at Ta = 15° C	232,000 h (L70)
Lifetime at Ta = 35° C	73,000 h (L70)

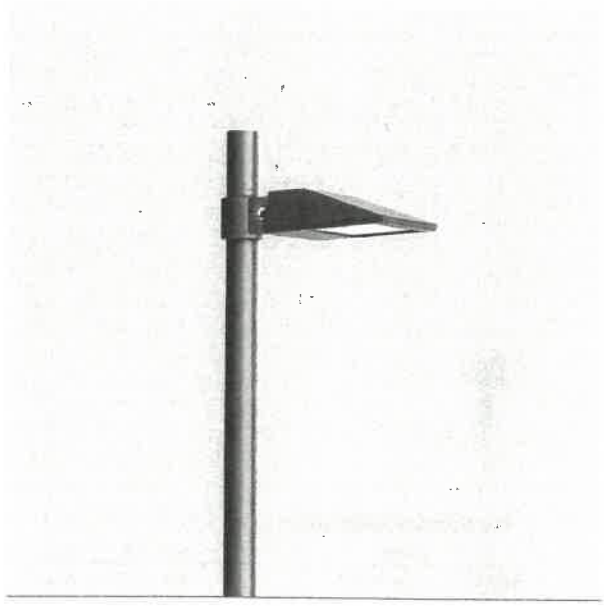
LED color temperature

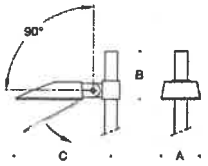
☐ 4000K - Product number + **K4**
☐ 3500K - Product number + **K35**
☐ 3000K - Product number + **K3**
☐ 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors ☐ Black (BLK) ☐ White (WHT) ☐ RAL:
☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:





LED pole-top · asymmetric distribution

	LED	A	B	C
84407	55.3W	8⅞	11½	19⅜

Recommended for use with 14' to 25' poles

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Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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Updated 05/14/18

LED compact floodlight with earth spike

Housing: Two-piece die-cast aluminum housing. Die-castings are marine grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy

Lamp Enclosure: Clear safety glass with pure annodized aluminum reflector. Fully gasketed using one piece molded silicone gasket for weather tight operation.

Electrical: 3.0W LED luminaire, 4.0 total system watts. -30°C start temperature. Integral 12V AC driver provided must be operated using remote magnetic transformer. Standard LED color temperature is 3000K with a >90 CRI.

Note: LEDs supplied with luminaire. Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Mounting: Provided with a reinforced polyamide earth spike.

Finish: Available in standard BEGA Black.
Custom colors not available.

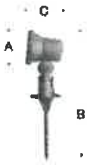
Please note: BEGA's approach to product design is to innovate, not follow. With a steadfast commitment to quality, each product is conceived to satisfy a general or specific lighting task as defined by its architectural or exterior surroundings. The Home and Garden Collection is designed specifically for use in Residential and Light Commercial applications. Please reference our standard BEGA portfolio when mounting provisions for the rigorous demands of high-use commercial and/or vandal prone settings are required.

CSA certified to U.S. and Canadian standards, suitable for wet locations. Protection class IP65

Weight: 2.6 lbs.

Luminaire lumens: 332

Type:
BEGA Product:
Project:
Voltage:
Color:
Options:
Modified:



Floodlight **with earth spike**

	Lamp	β	A	B	C
84067	3.0W LED	32°	4⅛	14½	4¼

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Recessed LED wall luminaire - Stainless Steel - 24V DC

Housing: Consists of an outer rough-in housing made from aluminum and provided with openings for ½" conduit attachment. The outer housing is suitable for through wiring a maximum of four (4) No. 12 AWG conductors.

Enclosure: LED assembly is enclosed in a fully sealed, machined stainless steel housing. .210" thick tempered glass is machined to be flush with trim and has an inside white coating.

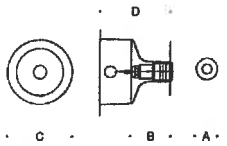
Electrical: 2.10W LED luminaire on a 24V DC circuit, 3 total system watts. Requires a 24V DC class 2 electronic power supply to operate intended LED wattage. Standard LED color temperature is 3000K with a >80 CRI. Available in 4000K (>80CRI); add suffix K4.

Note: LEDs supplied with luminaire. Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Finish: #4 brushed stainless steel. Custom colors are not available. Stainless steel requires regular cleaning and maintenance, much like household appliances, to maintain its luster and to prevent tarnishing or the appearance of rust like stains.

CSA certified to U.S. and Canadian standards, suitable for wet locations. Protection class IP68

Type:
BEGA Product:
Project:
Voltage:
Color:
Options:
Modified:



LED location luminaire · Matte safety glass

	Lamp	A	B	C	D
33 882*	2.10W LED	3	3	6	4

*Remote driver required

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LED on-ground luminaire - forward throw surface washer

BEGA

Type:
BEGA Product:
Project:
Modified:

Application
LED on-ground luminaire with asymmetrical forward throw distribution for superior illumination of ground surfaces from an extremely low mounting height.

Materials
Luminaire housing and base constructed of die-cast and extruded marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
Clear safety glass with optical texture
Reflector made of pure anodized aluminum
Silicone applied robotically to casting, plasma treated for increased adhesion
High temperature silicone gasket
Mechanically captive stainless steel fasteners
Mounting plate and anchorage constructed of galvanized steel

NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65
Weight: 18.1 lbs

Electrical

Operating voltage	120-277V AC
Minimum start temperature	-40° C
LED module wattage	12.2 W
System wattage	21.3 W
Controllability	0-10V, TRIAC, and ELV dimmable
Color rendering index	Ra > 80
Luminaire lumens	843 lumens (3000K)
Lifetime at Ta = 15° C	70,000 h (L70)
Lifetime at Ta = 40° C	56,000 h (L70)

LED color temperature

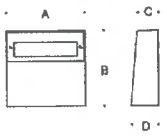
☐ 4000K - Product number + **K4**
☐ 3500K - Product number + **K35**
☐ 3000K - Product number + **K3**
☐ 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors ☐ Black (BLK) ☐ White (WHT) ☐ RAL:
☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:

Mounting options
☐ **71 890** Direct bury anchorage



LED on-ground luminaire · forward throw surface washer

	LED	A	B	C	D	Anchorage
84 081	12.2W	13⅜	14⅜	3½	6⅛	**79 825**

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Updated 08/19/18

P3

P3 | PATH LIGHT

A FIXTURE FOR LIFE

CATEGORY

LED Path Light

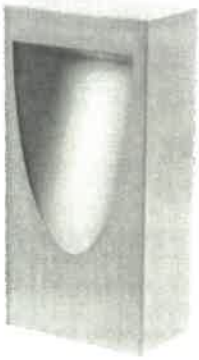
LED LIFE EXPECTANCY | WARRANTY

TM-21 data: Greater than **80,000 hours** (20+ years at 8 hours a day)
20 Year Warranty
We run our fixtures **40%** cooler than LM-80 testing standards

BLK

AB

BR

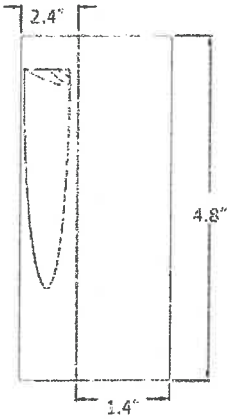


SSA

SPECIFICATIONS

APPLICATION	CONSTRUCTION	DRIVER SYSTEM	INPUT POWER	INSTALLATION	LEAD WIRES	CRI	CERTIFICATION
Pathway Walkway Patios Small Areas	6061 Aluminum C360 Solid Brass	External Driver	10.5-18 VAC	LV180 Ground Stake included Or Optional Surface Plate	ULECC 18 AWG Tinned Copper Wire 46 Inch Length	80	UL1838 Low Voltage Landscape Lighting

PRODUCT DIMENSIONS



WATTS / VA / LUMENS

WATTS / VA / LUMENS
2W/5VA - 160lm

BEAM SPREAD & FINISH

BEAM SPREAD	FINISH
Flood	H59 Cast Brass (BR) Black (BLK) Architectural Bronze (AB) Stainless Steel Aluminum (SSA)

POWER CONSUMPTION

COLOR TEMPERATURE	VA
3000K	5
2700K	5
5000K	5
AMB*	6
BLU	5
RBL	5
GRN	5
RED*	4

INDICATES STOCKED ITEMS

PHOTOMETRICS

*Complete IES files furnished upon request

FEATURES

- Overdesigned heat sink and thermal management for longevity and consistency
- Dedicated LED fixtures
- Machined Metal Ingot, not Cast Material
- Proprietary design-enhanced and robust driver technology
- Remarkably tight binning process. 2-step MacAdam ellipse to ensure consistent light output and no variant light
- Surge protection built into every driver

ADDITIONAL INFO

- Built in USA | Tampa, FL
- For custom light output, contact your sales associate
- *Color Temperature Amber and Red are not Turtle Friendly; see our Turtle Friendly fixtures for more information

LUTRON BUILT IN THE USA 20 YEAR WARRANTY CREE LEDs

P4

P4 | PATH LIGHT

A Fixture For Life

CATEGORY

LED Path Light

LED LIFE EXPECTANCY | WARRANTY

TM-21 data: Greater than **80,000 hours** (20+ years at 8 hours a day)
20 Year Warranty
We run our fixtures **40%** cooler than LM-80 testing standards

SSA

SPECIFICATIONS

APPLICATION	CONSTRUCTION	DRIVER SYSTEM	INPUT POWER	INSTALLATION	LEAD WIRES	CRI	CERTIFICATION
Pathway Walkway Patios Small Areas	6061 Aluminum	External Driver	10.5-18 VAC	Surface Plate Included	ULECC 18 AWG Tinned Copper Wire 46 Inch Length	80	UL1838 Low Voltage Landscape Lighting

PRODUCT DIMENSIONS

WATTS / VA / LUMENS

WATTS / VA / LUMENS
2W/5VA - 160lm

BEAM SPREAD & FINISH

BEAM SPREAD	FINISH
Flood	Stainless Steel (SSA)

POWER CONSUMPTION

COLOR TEMPERATURE	VA
3000K	5
2700K	5
5000K	5
AMB*	6
BLU	5
RBL	5
GRN	5
RED*	4

INDICATES STOCKED ITEMS

PHOTOMETRICS

*Complete IES files furnished upon request.

FEATURES

- Overdesigned heat sink and thermal management for longevity and consistency
- Dedicated LED fixtures
- Machined Metal Ingot, not Cast Material
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- Remarkably tight binning process. 2-step MacAdam ellipse to ensure consistent light output and no variant light
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ADDITIONAL INFO

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- For custom light output, contact your sales associate
- *Color Temperature Amber and Red are not Turtle Friendly; see our Turtle Friendly fixtures for more information

Garden Light LED | A Fixture For Life | 112 Benjamin Road | Tampa, FL 33634 | 1.800.511.2059 | 813.161.5595

LED pendant luminaire for catenary systems - shielded light

BEGA

Type:
BEGA Product:
Project:
Modified:

Application
LED pendant luminaire for catenary systems with shielded, downward directed light distribution. The cable hanger system is suitable of transverse suspension systems and longitudinal chain systems. The luminaires are designed specifically to illuminate plazas, passageways and pedestrian zones.

Materials
Luminaire housing constructed of die-cast marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
Stainless steel hanger clamp suitable for 3/16" to 7/16" diameter cable adjustable up to 5° off level
Cable glands will accept electrical supply cable with diameter 3/8" to 1/2"
Clear safety glass
Reflector made of pure anodized aluminum
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65
Effective projection area: 1.0 sq. ft.
Weight: 14.8 lbs

Electrical

Operating voltage	120-277VAC
Minimum start temperature	-30° C
LED module wattage	35.7 W
System wattage	40.0 W
Controllability	0-10V dimmable
Color rendering index	Ra > 80
Luminaire lumens	4,207 lumens (4000K)
Lifetime at Ta = 15° C	> 500,000 h (L70)
Lifetime at Ta = 30° C	269,000 h (L70)

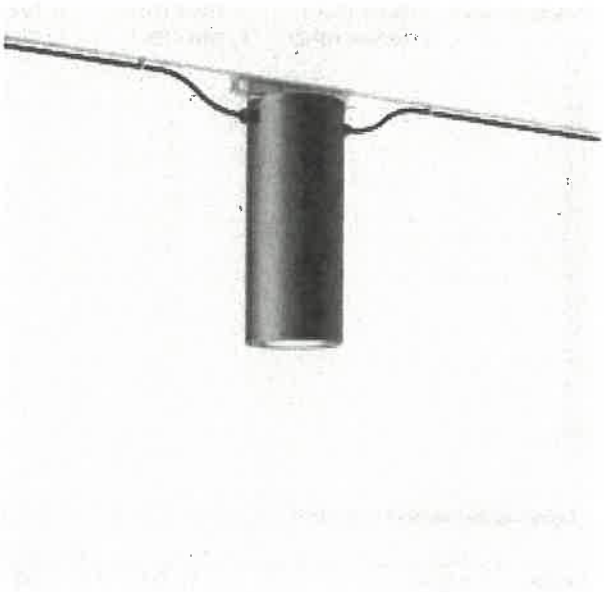
LED color temperature

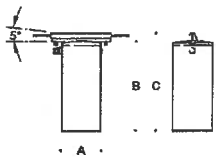
☐ 4000K - Product number + **K4**
☐ 3500K - Product number + **K35**
☐ 3000K - Product number + **K3**
☐ 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors ☐ Black (BLK) ☐ White (WHT) ☐ RAL:
☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:





LED pendant luminaire · for catenary systems

	LED	A	B	C
84405	35.7 W	7 ½	19 ⅛	20 ¾

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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Updated 08/08/18

Type:
BEGA Product:
Project:
Modified:

Application
LED light building element luminares with symmetric light distribution. Light building elements are luminous design features for public areas. They are ideally suited for delineating and structuring interior and exterior spaces such as landscape areas, plazas, building entrances and atria.

Materials
Luminaire housing and posts constructed of die-cast and extruded marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
Clear safety glass
Reflector made of pure anodized aluminum
High temperature silicone gasket
Silicone applied robotically to casting, plasma treated for increased adhesion
Mechanically captive stainless steel fasteners
Anchorage unite made of galvanized steel

NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65
Effective projection area: 21.6 sq. ft.
Weight: 196.3 lbs
Max. allowable wind speed: 100 mph

Electrical

Operating voltage	120-277V AC
Minimum start temperature	-30° C
LED module wattage	59.2 W
System wattage	66.0 W
Controllability	0-10V dimmable
Color rendering index	Ra > 80
Luminaire lumens	4,913 lumens (4000K)
Lifetime at Ta = 15° C	> 500,000 h (L70)
Lifetime at Ta = 55° C	95,000 h (L70)

LED color temperature

☐ 4000K - Product number + **K4**
☐ 3500K - Product number + **K35**
☐ 3000K - Product number + **K3**
☐ 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors ☐ Black (BLK) ☐ White (WHT) ☐ RAL:
☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:

☐

Light building element · symmetric

	LED	A	B	C	Anchorage
84083	59.2 W	11¾ x 11¾	171	236	**79806**

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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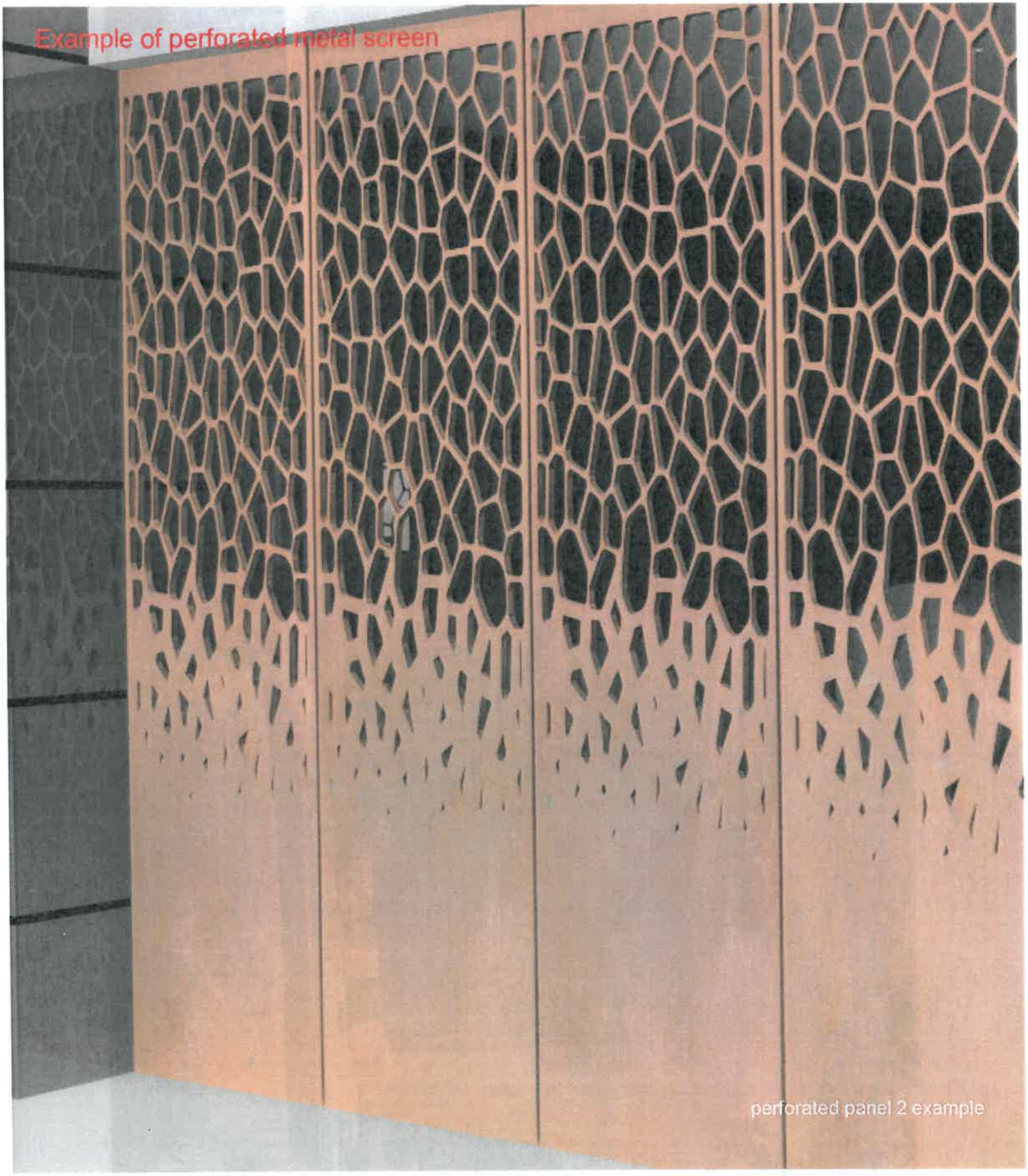
Example of Fritted Glass Pattern


Example of perforated metal screen
perforated panel 2 example

perforated panel 2 example

Example of trellis

City of Leawood
Planning Commission Meeting
March 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: McGurren, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson. Absent: Hunter, and Elkins.

Mr. Klein: We don't have a Planning Commission Chair or Vice Chair, so the first order of business is to elect a Chair Pro-Tem. I would ask if anybody has any nominations.

A motion to nominate Commissioner David Coleman for Chairman Pro-Tem for the March 26, 2019 Planning Commission meeting; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Mr. Klein: We will have an election of officers at the end of the meeting for Chair, Vice Chair, and Secretary.

Chairman Coleman: I'd like to introduce two new members of the Planning Commission: Steve McGurren and Art Peterson; welcome. Second is the approval of the agenda. Does staff have any changes?

Mr. Klein: No.

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Stevens; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

APPROVAL OF MINUTES: Approval of the minutes from the December 11, 2018 Planning Commission work session and February 26, 2019 Planning Commission meeting.

A motion to approve the minutes from the December 11, 2018 Planning Commission work session was made by Block; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

A motion to approve the minutes from the February 26, 2019 Planning Commission meeting was made by Block; seconded by Stevens. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

CONTINUED TO APRIL 23, 2019:
CASE 24-19 – THE MAJESTIC – INDEPENDENT LIVING FACILITY – Request for approval of a Preliminary Plan, Preliminary Plat, and Special Use Permit for an Independent Living Facility, located south of 137th Street and west of Mission Road. **PUBLIC HEARING**

CONSENT AGENDA:
CASE 20-19 – MANFIELD MULTI-TENANT BUILDING – Request for approval of a Revised Final Plan, located south of 103rd Street and west of State Line Road.

CASE 21-19 – TOWN CENTER PLAZA – AMERICAN CENTURY INVESTMENTS – Request for approval of a Revised Final Plan for changes to the façade of a tenant space, located south of Town Center Drive and west of Roe Avenue.

CASE 22-19 – TOWN CENTER PLAZA – POTTERY BARN KIDS – Request for approval of a Revised Final Plan for changes to the façade of a tenant space, located north of 119th Street and east of Nall Avenue.

CASE 23-19 – ENCLAVE AT HIGHLAND VILLAS, FIFTH PLAT – Request for approval of a Revised Final Plat, located south of 143rd Street and east of Nall Avenue.

Chairman Coleman: There are four items. Would any of the commissioners like to pull any of these cases?

A motion to approve the Consent Agenda was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

NEW BUSINESS:
CASE 04-19 – RANCH MART SHOPPING CENTER – REDEVELOPMENT – Request for approval of a Revised Final Plan and Final Plat, located east of Mission Road and north of 95th Street.

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

Ms. Schuller: This is Case 04-19 – Ranch Mart North Shopping Center – Redevelopment – request for approval of a Revised Final Plan and Final Plat. The Preliminary Plan for Ranch Mart was approved in December, 2018 with Case 115-18. With this case, the applicant proposes to improve the parking lot of the entire center, consisting of a mill and overlay. They will update and add additional parking lot islands with landscaping and lighting. Additional landscape islands are proposed north of McDonald's to improve the

circulation on the site. The applicant also proposes to eliminate the existing driveway entrance along 95th Street between the McDonald's entrance and the stoplight to the east. The applicant proposes 5' sidewalks along 95th Street and 7' sidewalks along Mission Road as well as 5' sidewalk connections from 95th Street up to the main center. The applicant proposes street trees, shrubs, grasses, and a 3' parking lot screen wall along 95th Street and Mission Road with the exception of the McDonald's frontage. The applicant proposes updated facades and roofs for the main center. The materials generally consist of the grey-tone brick and tile, accented with natural wood tones on the awnings and metal perforated screens used as accents throughout. The pharmacy drive-through is proposed in approximately the same location as the existing grocery store pickup location. A portion of the main center will be demolished for use as a pedestrian plaza space, including landscaping, seating, and lighting. On the northeast corner of the site, the applicant proposes to demolish the existing structure and provide a 27,597 sq. ft., two-story office and retail building. The proposed two-story building will have a second-story balcony that overlooks the plaza space. The overall square footage of Ranch Mart is decreasing slightly from 221,552 square feet to 218,057 square feet. The existing structures of the McDonald's, NBKC Bank, and CareNow building will remain. There are multiple art features that are shown on the renderings in your packet; however, the art features are not finalized and will come back for final approval at a later date. Ranch Mart was originally developed prior to the adoption of our current ordinance, so a number of the setbacks onsite do not comply with today's Leawood Development Ordinance (LDO) but are considered legally nonconforming. The applicant is not increasing any non-conformity on the site. Staff does recommend approval of Case 04-19 with the stipulations in the Staff Report. I'm happy to answer any questions.

Chairman Coleman: Are there any questions from the commissioners?

Comm. Block: Thank you very much for the summary; it was very helpful with the changes from the last one. It helped navigate the packet. I was curious about the wood light poles. Why were you only concerned about the east-west and not all of them as far as maintenance?

Ms. Schuller: That concern actually has been resolved. The applicant was originally proposing a dressed-up light pole in front of the center as a feature. Staff had concerns about the long-term maintenance of those, so the applicant has agreed to remove them and use the regular pole that will be used in the rest of the site.

Comm. Block: Then maybe I misunderstood. I thought those wood poles were throughout the site.

Ms. Schuller: It was just at the entrance.

Comm. Block: It looks like the trash enclosure situation was dealt with.

Ms. Schuller: That is correct; the Board of Zoning Appeals ruled on it.

Comm. Block: It will go over by the bank. What does fritted glass look like?

Ms. Schuller: There should be an image in the back of your packet. It's a patterned glass. They are proposing a tree element. There is also a different example on the material board.

Comm. Block: I think the last time we talked about this, we discussed traffic flow around McDonald's. I don't remember the details exactly, but leaving McDonald's close to Mission, will there be a left turn allowed there?

Ms. Schuller: Yes, it will be as shown on the plans. I will let the applicant further address this, but I believe they reached out to the owners of that portion of the site, who was unwilling to make changes.

Chairman Coleman: Are there other questions?

Comm. Peterson: I'm curious why there is a difference in the parking slanting between the parking between McDonald's and everywhere else. Is there a specific need that is met by having slanted parking versus straight-in?

Mr. Klein: The angled parking requires traffic to flow in one direction.

Chairman Stevens: On Page 4, some of the staff comments refer to the 7' sidewalk along Mission Road except along the McDonald's pad site. I know staff is recommending it to be reduced to a 6' sidewalk. This is also one of the stipulations.

Ms. Schuller: That is correct. In locations where there is a wall directly adjacent to the sidewalk, we require it to be a 6' width, which is why we added that stipulation. Otherwise, on the site, 5' sidewalks are required.

Comm. Stevens: The applicant has done a good job in documenting that condition along that site, so the 7' dimension they were using appears to be from the curb edge of the parking lot to the wall. Would this change in dimension be a request to them to move the location of their wall along Mission Road?

Mr. Klein: It would move the wall in 1 foot more, which would add landscaping along Mission Road. That is why we are requesting that.

Comm. Stevens: As a quick point of clarification, under the last comment of that same site plan review, it talks about a future pad or location for a KCATA bus facility in the future. It notes the location being near the entrance just east of the McDonald's site location. That is the determined location. I noticed in the submission, in the civil drawing C1.1, it shows the location to be south of the cemetery. Maybe as a point of clarification, this is the preferred location for the future bus stop.

Ms. Schuller: That looks like the sheet didn't get updated. At the time of Preliminary Plan, it was proposed in front of the cemetery, but it has been relocated to just east of the driveway on 95th Street east of McDonald's. It leads straight to the sidewalk that will allow entrance into the center. It was determined by KCATA that they didn't require a pull-off, so they moved it closer to the existing site.

Comm. Stevens: It does show that on the submittal on 8.1. It was confusing. Lastly, on the parking counts on Page 7, this may be a carryover or typo, but the Leawood Ordinance calculations for parking still add up to 928 spaces, but it looks like the new submission is for 917 and 933. I have a feeling maybe one of those numbers isn't updated.

Mr. Klein: They are proposing 933, which is more than what is required minimum. We split it based on the zoning for the retail spaces at 3.5 parking spaces per thousand. With the restaurants, we calculated one parking space per two seats. They provided restaurant seating counts within the plan as well.

Chairman Coleman: On Mr. Scovill's report dated March 21st, I want to confirm that all the stipulations he added are part of the stipulations in the Staff Report.

Mr. Klein: They are part of the stipulations.

Chairman Coleman: Are there other questions? I'll invite the applicant to come up.

Applicant Presentation:
Curt Peterson, Polsinelli Law Firm, 6201 College Boulevard, Overland Park, appeared before the Planning Commission and made the following comments:

Mr. Peterson: We have very little affirmatively to say tonight, as we have worked through a lot of issues. I would like to be official and say that Stipulations 1-39 are acceptable and offer Chris Hafner with Davidson A&E, our design firm, is here and can walk through anything you like. I did want to speak to the McDonald's question. The stipulation we were left with was to go deal with the ground lessee. We had a good conversation and asked them to go further than they had gone before. They had cooperated with the closure of that entrance on 95th Street and some other things. Staff knows that they said they had done what they were going to do. We can dig deeper, but we did the best we could do.

Comm. Coleman: Does anyone have questions? Thank you.

Chris Hafner, Davidson Architecture and Engineering, 4301 Indian Creek Parkway, Overland Park, appeared before the Planning Commission and made the following comments:

Mr. Hafner: Thank you for the time and consideration. I'm just going to walk through some of the images we've created and a video to explain the character and nature of the

new development we are proposing (*shows video)*. Moving along Mission, you can see a good definition of entry, both vehicular and pedestrian. There are new sidewalks along Mission Road. We are consolidating the parking fields and creating more of an opportunity for people to get deeper into the site before making vehicular decisions, where to park, and how to move through the site. We're very proud of these pedestrian connections, both from 95th and Mission, to get into Ranch Mart. One goes up to the front door of Price Chopper. The signalized intersection will remain in the current location. The existing building has a tooth removed from it to create the pedestrian pathway from 95th into what we consider to be a vibrant community-activated area. It has a lot of landscaping and a nice pedestrian path. We've scaled it to make it feel intimate and nice and then open up to a pedestrian plaza with artwork and a new two-story mixed-use building with a plan for an office on the second floor and restaurant/retail space below. To the right is the back of the current retail center with a lot of landscaping, screening, and things like that to kind of block the views of meters on the back of the buildings. There is a piece of art in the island to create a signifier that the new building is behind. It is a pretty large transformation of Ranch Mart. We're trying to get people deeper into the site and make the area a bit more activated in the pedestrian plaza. There were questions about how Cure of Ars interacts with Mission, so we created a series of renderings to help explain to parents and anybody with a child walking down Mission. We wanted to show the experience. I appreciate staff working with us. Along Mission, we have a lot of landscaping, a screen wall, and then a sidewalk that drops down to the parking lot level just to get them away from Mission traffic. We also did a few renderings coming in from Mission and Hallmark, which will stay in place with a pretty big transformation to their façade. We created an intimate park setting in front of that with another little plaza where people can interact. We'll be back with our signage package, but we will have a little wayfinding in the signage incorporated into the architecture and the landscaping. Price Chopper is under renovation internally based on some of these external proposals we have here. We're excited about all of it, including the pedestrian plaza and artwork that will come forward with the signage package so we can look at it in detail. It is a signifying piece moving from the retail center to signify the center of this pedestrian plaza. The east parking field is undefined right now to create a lot of islands and definition of where people park. We really foresee this as one of the main entry points. There is a pretty large parking field for use within the pedestrian plaza. We all are familiar with the architecture of what Ranch Mart is. It's a departure, for sure, but as we talked about at the last meeting, it is a departure from the south side as well. We wanted to take a step forward architecturally and differentiate this project from the south side and its uses. We added a kiosk to serve the public plaza. The tenant is still to be determined, but there are good talks for someone to operate that and open up to the plaza. We have a recurring tree theme throughout the art features. We have carried that throughout some of our angular lines, including a 3" speed bump to slow east-west traffic down and make the intersection safe for everybody to use. Again, we have sidewalks coming into the site on the north side of Mission along Hallmark, and we have two along 95th Street and a sidewalk that runs adjacent to the signalized intersection, keeping the cemetery access to the steps. Right now, the parking field is one-way traffic. We worked with staff. To make the parking spaces ADA, there is a slope. We have slid the parking west away from the

CareNow building to get the parking more ADA accessible in that area for that building and consolidated another vehicular access point on 95th Street. Instead of two points because of the one-way traffic, we've consolidated it back down to one full access point. We're excited about the project, and I'm happy to answer any design questions.

Comm. Hoyt: You were talking about handicapped accessibility. Speaking from personal experience at that shopping center, there are places that are really short on handicap parking spaces. Is there a detailed study that takes place when you do a project of this scope where you reassess where you're positioning the different types of parking?

Mr. Hafner: Absolutely; the ADA has requirements based on parking count of how many spaces we need to provide. We looked at that and understood the 933 required. I don't remember how many ADA spaces we have, but they do meet code. We then dispersed them based on square footage of area. For instance, at Price Chopper, we worked very closely with the tenant to make sure we got those located appropriately. The vast majority happen right at the front door for their purposes. Around the rest of the shopping center, they're dispersed somewhat throughout so they're not all located in one spot where you have to move throughout the center.

Comm. Hoyt: Anecdotally, you'd have to hear from the different tenants, but it seems like O'Neill's needs a lot more handicap parking, based on personal experience. There might even be something about the types of business, and some need more than others; it's not just square footage. The other question I have may be here and I just don't see it. Where are bicycle rack positioned?

Mr. Hafner: We worked with staff on locations of those. I'm going off memory, but we have an island on the northeast corner of O'Neill's that has bicycle racks. Just north of Hallmark has bicycle racks. In the north area of our pedestrian area, we have bicycle racks. I believe at the pedestrian entry off 95th, we have bicycle racks. Much like the parking and ADA, we spread them around so there's not just one consolidated location.

Chairman Coleman: Can you point out the drive-through for the pharmacy?

Mr. Hafner: Right now, if you can envision where the grocery pickup canopy is, that sticks out into the drive lane. We removed that and got the drive lane to be a true east-west and not have to jog around it. The door in that location is where we coordinated with AWG and the tenant for Price Chopper to get their pharmacy located there. We worked with staff on proper stacking and went through the special use process to get that approved on the south side of the existing Price Chopper.

Chairman Coleman: Commissioner Block brought up a good point. The exit could be problematic coming out of McDonald's.

Mr. Hafner: We worked with staff closely on this as well and, as mentioned, with the tenant. What we like about this plan is the parking right now is just angled parking on the pavement. Important to note is we have put in the island to define the angled parking to

the traffic flow standpoint. We have an escape lane in case you don't want delicious McDonald's. We liked the location for the escape lane and the angled parking stalls to get farther away. Some of the plans we looked at consolidated all the exiting traffic. In working with McDonald's and our client, we tried to split that up so there's not as heavy of a concentration at that intersection. We did our best around the site to increase the throat depth vehicular-wise. On the north side, the plan allows for vehicles to come in and make the turn with a bit more time to make that decision. We have closed off the access point to the signalized intersection. You can see that throat depth is deep and goes all the way to the T intersection. We did the best we could everywhere we could. Because of the orientation of the existing conditions of McDonald's, I wanted to split the traffic up as well as I could.

Chairman Coleman: People coming out of the drive-through potentially could go right.

Mr. Hafner: They could. They could either go out of the drive-through and hit this point, go back around, or do a 180 and go out. It does give them multiple opportunities out of the drive-through.

Chairman Coleman: Are there any other questions? That brings us to discussion. Does anyone have comments?

Comm. Hoyt: I thought the graphics were extremely helpful. It looks beautiful. It's a huge improvement.

Chairman Coleman: Any other comments? The chair will entertain a motion.

A motion to recommend approval of CASE 04-19 – RANCH MART SHOPPING CENTER – REDEVELOPMENT – Request for approval of a Revised Final Plan and Final Plat, located east of Mission Road and north of 95th Street – including all 39 staff stipulations - was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

CASE 14-19 – MOLLE OFF-SITE PARKING – Request for approval of a Special Use Permit for a temporary use of land for off-site parking, located south of 104th Street and west of State Line Road. **PUBLIC HEARING**

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

Ms. Schuller: This is Case 14-19 – Molle Off-Site Parking – request for approval of a Special Use Permit for a temporary use of land for off-site parking. The site is located south of 104th Street and west of State Line Road and consists of a gated asphalt parking lot with a decorative black fence along 104th Street. The parking lot stores new vehicles for Molle Toyota and has been in use by Molle since 1999. There is a memo before you with changes to Stipulation No. 9, which will be included with this approval. The Special Ucse Permit is for a temporary use of land, and so it is limited to a term of two years.

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: April 15, 2019
REPORT WRITTEN: March 27, 2019

MOLLE OFF-SITE PARKING – REQUEST FOR A SPECIAL USE PERMIT FOR A TEMPORARY USE OF LAND FOR OFF-SITE PARKING – Located south of 104th Street and west of State Line Road – Case 14-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 14-19, Molle Off-Site Parking – request for a Special Use Permit for a temporary use of land for off-site parking, with the following stipulations:

1. This Special Use Permit shall be limited to two years from the date of approval by the Governing Body. The applicant shall agree that the City may deny any further extension of the Special Use Permit at the discretion of the Governing Body.
2. The Special Use Permit shall be issued to Molle Automotive of Kansas City, Inc.
3. The number of parking spaces shall be limited to 56 spaces, and the parking shall be limited to new vehicles only.
4. No vehicles shall be loaded or unloaded from an auto carrier on the site.
5. The owner and / or lessor shall maintain the area in a neat and orderly manner.
6. The owner and / or lessor shall hold the City of Leawood harmless for any damage caused by flooding along Indian Creek and shall also hold the City of Leawood harmless for any damage caused by vandalism.
7. The owner and / or lessor shall not be allowed to have any satellite selling on this property.
8. The developer shall repair potholes and distressed pavement then provide a seal-coat of the entire parking/storage lot if needed, as determined by the City of Leawood.
9. A violation of any stipulation approved with this Special Use Permit may result in a revocation of the Special Use Permit, pursuant to Section 16-4-3.8 of the Leawood Development Ordinance.
10. 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 ten.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is Curtis Holland with Polsinelli, PC.
- The property is owned by Molle Properties, LLC.

REQUEST:

- The applicant is requesting approval of a Special Use Permit that will allow for the continued use of an existing parking lot for off-site parking of new vehicles for Molle Automotive Group, which includes Toyota, Chevrolet, Audi, Scion and Volkswagen.

ZONING:

- The property is currently zoned BP (Planned Business Park).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

LOCATION:

SURROUNDING ZONING:

- North — Adjacent to the north property line, across from 104th Street is office space, zoned as BP (Planned Business Park).
- South — Adjacent to the south property line is Indian Creek and vacant property zoned AG (Agricultural).
- West — Adjacent to the west property line is State Line Animal Hospital, zoned as BP (Planned Business Park).
- East — Adjacent to the east side, across from State Line Road is commercial development in Kansas City, MO.

SITE PLAN COMMENTS:

- Molle Properties is located in Kansas City, Missouri. This parking lot is being requested to be allowed the continued use as an off-site parking area for Molle Toyota, located in Kansas City, MO.
- No changes are proposed to the property.
- The site plan shows an existing asphalt parking lot extending to the top of the bank of Indian Creek on the southwestern end.
- A total of 56 parking spaces and a 12' parking aisle are existing.
- The following are existing features on the site development plan:
  - A 30" high decorative black painted steel fence is located along 104th Street.
  - Two gates are located at the ingress and egress points of the parking area.
  - The parking lot does not contain any light fixtures.
  - The parking lot contains 30" concrete rollback curbs.

- The applicant has stated that:
  - No vehicles will be loaded or unloaded by auto carriers on the site. To the extent that the parking needs to be utilized, the vehicles will be unloaded at the Molle dealership on 103rd Street and then driven to the off-site parking lot. Once room has been made at the Molle dealership in Missouri, the cars will be driven from the lot in Leawood to the dealership.
  - Someone from the Molle dealership drives by the site every day and does an inspection to make certain that nothing has happened to any of the vehicles. They do not anticipate the need for cameras or motion detectors.

INTERACT:

- An Interact meeting was held March 12, 2019. There were no meeting attendees. A summary of the meeting is attached.

GOLDEN CRITERIA:

The character of the neighborhood:

The area is characterized by a collector street (104th Street) and office and retail buildings to the north; a creek (Indian Creek) and open space to the south; retail and office use to the west; and a major arterial (State Line Road) on the east.

The zoning and uses of properties nearby:

- North — Adjacent to the north property line, across from 104th Street is office space, zoned as BP (Planned Business Park).
- South — Adjacent to the south property line is Indian Creek and vacant property zoned AG (Agricultural).
- West — Adjacent to the west side is State Line Animal Hospital, zoned as BP (Planned Business Park).
- East — Adjacent to the east side, across from State Line Road is commercial development in Kansas City, MO.

The suitability of the subject property for uses to which it has been restricted:

Due to the surrounding retail / office uses, the close proximately of Indian Creek, and the unique shape of the lot, off-site parking is an appropriate use for this site, with the issuance of a Special Use Permit.

The time for which the property has been vacant:
This property has been used for off-site parking of vehicles since 1999. The only development on the property is an asphalt parking lot, and fencing.

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

The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:
Denial of the application will not result in a relative gain to the public health, safely, or welfare; however, off-site parking is an approved use within a BP zoning district with the issuance of a Special Use Permit.

The recommendation of the permanent staff:
Staff is recommending approval of the Special Use Permit for a term of two (2) years, with the attached stipulations.

Conformance of the requested change to the adopted master plan of the City of Leawood:
The Comprehensive Plan designates this site for retail use. Off-site parking is an approved use within the land use designation with the issuance of a Special Use Permit, which is approved by the Governing Body.

STAFF COMMENTS:

- The site is located within the National Flood Insurance Programs flood zone area AE, wherein base flooding has occurred.
- The applicant appeared before the City of Leawood Board of Zoning Appeals on September 3, 2009 and received approval of the following variances for the site:
  - Front Yard Setback: A variance was granted to Section 16-6-2.5 of the Leawood Development Ordinance in the Business Park District for a front yard setback that permits an encroachment of 20'-6". This allows the fence to remain, the parking lot to start 5 feet from the curb, and allow vehicles to be parked/stored 5' from the curb.
  - Rear Yard Setback: A variance was granted to Section 16-6-2.5 of the Leawood Development Ordinance in a Business Park District. The variance was granted for a 25' encroachment on the southwest portion of the property and allows vehicles to be parked/stored up to the property line.
  - Minimum Acreage: A variance was granted to Section 16-2-6.5 of the Leawood Development Ordinance in a Business Park District. The variance granted allows the property to be less than 20 acres. This site is within a larger Business Park District that is over 20 acres, however, the site is approximately 0.7 acres.
  - Sidewalks: A variance was granted to Section 16-8-5.2 of the Leawood Development Ordinance that requires perimeter sidewalks to be constructed along the adjacent public streets. Currently the site does not have sufficient room to allow the construction of a sidewalk along 104th Street.
  - Landscaping: A variance was granted to Section 16-4-7 of the Leawood Development Ordinance regarding landscaping requirements. Street trees are currently planted along 104th Street, however, this variance does not require other landscaping requirements such as perimeter landscaping that requires one ornamental tree per 12 lineal feet and shrubs at a rate of 1 shrub per 5'. Currently the setback between the 104th Street and the parking lot is not sufficient to accommodate the required landscaping.

ORDINANCE NO. _____

ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A TEMPORARY USE OF LAND FOR OFF-SITE PARKING FOR MOLLE OFF-SITE PARKING, LOCATED SOUTH OF 104TH STREET AND WEST OF STATE LINE ROAD. (PC CASE 14-19)

WHEREAS, the applicant submitted a request for approval of a Special Use Permit for Off-site parking;

WHEREAS, the Planning Commission reviewed the application on March 26, 2019 and recommends approval with certain stipulations; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body on April 15, 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 16-2-6.5 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:

All that part of Fractional Section 11, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas; more particularly described as follows: Commencing at the Northeast Comer of said Fractional Section 11; thence South 0 degrees 20 minutes 11 seconds East, along the East line of said Fractional Section 11, a distance of 1126.48 feet; thence South 89 degrees 39 minutes 49 seconds West, along a line perpendicular to the East line of said Fractional Section 11, a distance of 182.88 feet to the intersection of South right of way line of 104th Street, as now established, with the Westerly right of way line of State Line Road, as now established, said point also being the TRUE POINT OF BEGINNING of subject tract; thence South 69 degrees 42 minutes 26 seconds West, along the Southerly right of way line of said 104th Street, a distance of 405.00 feet; thence South 12 degrees 47 minutes 34 seconds East, a distance of 43.07 feet to a point on the North bank of Indian Creek, as now established; thence North 78 degrees 21 minutes 00 seconds East, along the North bank of said Indian Creek, a distance of 241.03 feet; thence South 88 degrees 20 minutes 00 seconds East, along the North bank of said Indian Creek, a distance of 172.29 feet to a point on the Westerly right of way line of said State Line Road; thence North 15 degrees 17 minutes 34 seconds West, along the Westerly right if way line of said State Line Road, a distance of 143.90 feet to the TRUE POINT OF BEGINNING of subject tract, except that part in streets and roads.

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. This Special Use Permit shall be limited to two years from the date of approval by the Governing Body. The applicant shall agree that the City may deny any further extension of the Special Use Permit at the discretion of the Governing Body.
2. The Special Use Permit shall be issued to Molle Automotive of Kansas City, Inc.
3. The number of parking spaces shall be limited to 56 spaces, and the parking shall be limited to new vehicles only.
4. No vehicles shall be loaded or unloaded from an auto carrier on the site.
5. The owner and / or lessor shall maintain the area in a neat and orderly manner.
6. The owner and / or lessor shall hold the City of Leawood harmless for any damage caused by flooding along Indian Creek and shall also hold the City of Leawood harmless for any damage caused by vandalism.
7. The owner and / or lessor shall not be allowed to have any satellite selling on this property.
8. The developer shall repair potholes and distressed pavement then provide a seal-coat of the entire parking/storage lot if needed, as determined by the City of Leawood.
9. A violation of any stipulation approved with this Special Use Permit may result in a revocation of the Special Use Permit, pursuant to Section 16-4-3.8 of Leawood Development Ordinance.
10. 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 ten.

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 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

(SEAL)

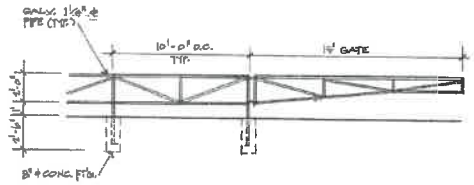
_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

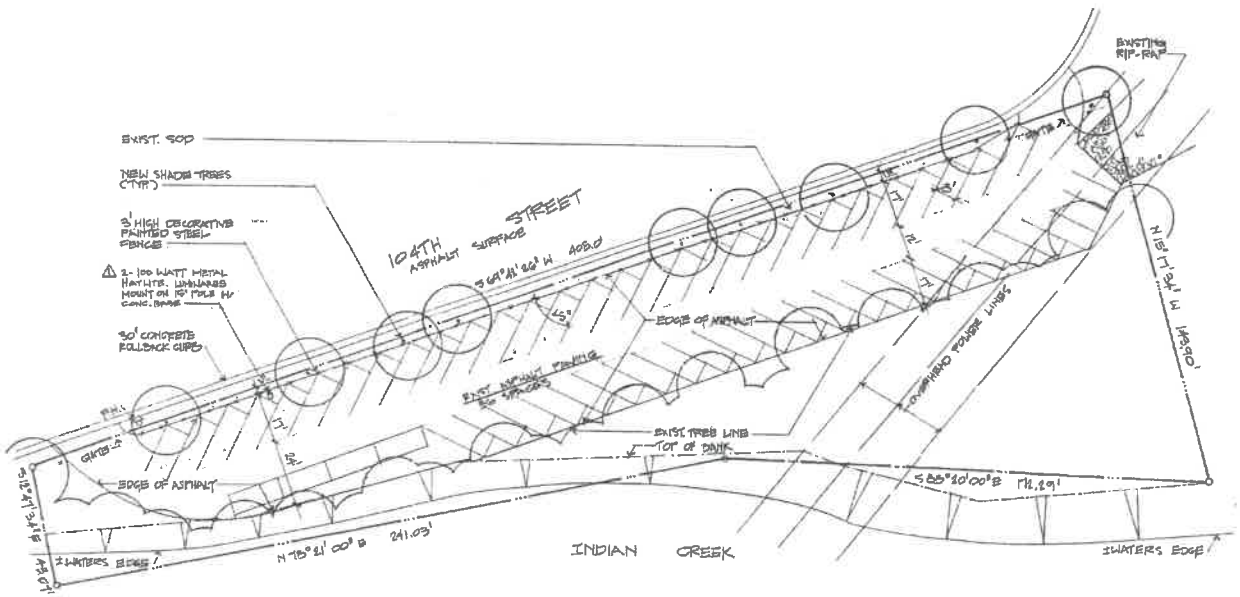
APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney



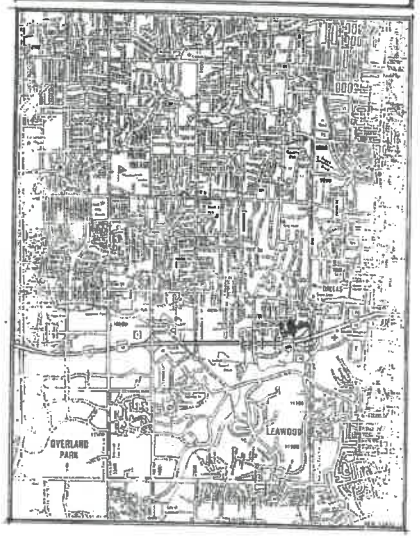
FENCE/GATE DETAIL
1/4" = 1'-0"

Notes:
4/17/2017 Owner's Note: In accordance with Stipulation No. 3 of Special Use Permit Ordinance No. 2835, the owner removed the existing light fixtures from the property.



SITE DEVELOPMENT PLAN
1" = 20'-0"

LOCATION MAP



LEGAL DESCRIPTION

DESCRIPTION: ALL THAT PART OF FRACTIONAL SECTION 11, TOWNSHIP 13, RANGE 23, NOW IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 11; THENCE SOUTH 0°-20'-11" EAST, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 11, A DISTANCE OF 1126.40 FEET; THENCE SOUTH 89°-39'-49", WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF SAID FRACTIONAL SECTION 11, A DISTANCE OF 182.08 FEET, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 104TH STREET, AS NOW ESTABLISHED WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE LINE ROAD, AS NOW ESTABLISHED. SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THE SUBJECT TRACT; THENCE SOUTH 69°-42'-28" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 104TH STREET, A DISTANCE OF 408 FEET; THENCE SOUTH 12°-47'-34" EAST, A DISTANCE OF 3.67 FEET, TO A POINT ON THE NORTH BANK OF INDIAN CREEK, AS NOW ESTABLISHED; THENCE NORTH 75°-21' EAST, ALONG THE NORTH BANK OF SAID INDIAN CREEK, A DISTANCE OF 241.03 FEET; THENCE SOUTH 85°-10 EAST, ALONG THE NORTH BANK OF SAID INDIAN CREEK, A DISTANCE OF 112.29 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD; THENCE NORTH 15°-17'-34" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD, A DISTANCE OF 143.90 FEET TO THE TRUE POINT OF BEGINNING OF THE SUBJECT TRACT, CONTAINING 33,020 SQUARE FEET, OR 0.76 ACRES, MORE OR LESS.

THE ABOVE DESCRIPTION WAS TAKEN FROM A REAL ESTATE LEASE RECORDED AS DOCUMENT NO 1584138 IN VOLUME 2312 AT PAGE 142.

THE LOCATION OF INDIAN CREEK, AS IT EXISTS AS OF THIS DATE, IS AS SHOWN HEREIN.

PLANTING SCHEDULE

QTY.	MARK	COMMON NAME	BOTANICAL NAME	SIZE	COND.
7	⊙	Superform Norway Maple	Acer platanoides 'Superform'	2" CAL.	B&B

REVISION

MOLLE TOYOTA, INC.
NEW VEHICLE PARKING LOT
104TH & STATE LINE ROAD • LEAWOOD, KS 66211

JAMES BROWN ARCHITECT & ASSOCIATES
Post Office Box 3038
Independence, MO 64055
Telephone 816-230-2078

PROJECT NO. 5716
DATE AUGUST 30, 2001
SHEET 1

POLSINELLI

Memorandum

TO: City of Leawood Planning Staff

FROM: Matt Moriarity

SUBJECT: Interact Meeting – Vicinity of Southwest Corner of 104th St. and State Line Road

DATE: March 13, 2019

I am writing to provide a summary of the Interact Meeting that I conducted at the Jimmy Johns just north of the above-noted site on March 12, 2019, at 5:30 p.m. in regard to the renewal of a special use permit for off-site parking of vehicles for the Molle Toyota dealership at the above-noted location.

There were no attendees at the meeting. I waited at Jimmy Johns until approximately 5:50 p.m. and then ended the meeting.

MRM:

900 W. 48th Place, Suite 900
Kansas City, MO 64112
Telephone: 816.360.4184
mmoriarity@polsinelli.com

City of Leawood
Planning Commission Meeting
March 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: McGurren, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson. Absent: Hunter, and Elkins.

Mr. Klein: We don't have a Planning Commission Chair or Vice Chair, so the first order of business is to elect a Chair Pro-Tem. I would ask if anybody has any nominations.

A motion to nominate Commissioner David Coleman for Chairman Pro-Tem for the March 26, 2019 Planning Commission meeting; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Mr. Klein: We will have an election of officers at the end of the meeting for Chair, Vice Chair, and Secretary.

Chairman Coleman: I'd like to introduce two new members of the Planning Commission: Steve McGurren and Art Peterson; welcome. Second is the approval of the agenda. Does staff have any changes?

Mr. Klein: No.

APPROVAL OF THE AGENDA

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

APPROVAL OF MINUTES: Approval of the minutes from the December 11, 2018 Planning Commission work session and February 26, 2019 Planning Commission meeting.

A motion to approve the minutes from the December 11, 2018 Planning Commission work session was made by Block; seconded by Hoyt. Motion carried with a unanimous vote of 7-0. For: McGurren, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

the traffic flow standpoint. We have an escape lane in case you don't want delicious McDonald's. We liked the location for the escape lane and the angled parking stalls to get farther away. Some of the plans we looked at consolidated all the exiting traffic. In working with McDonald's and our client, we tried to split that up so there's not as heavy of a concentration at that intersection. We did our best around the site to increase the throat depth vehicular-wise. On the north side, the plan allows for vehicles to come in and make the turn with a bit more time to make that decision. We have closed off the access point to the signalized intersection. You can see that throat depth is deep and goes all the way to the T intersection. We did the best we could everywhere we could. Because of the orientation of the existing conditions of McDonald's, I wanted to split the traffic up as well as I could.

Chairman Coleman: People coming out of the drive-through potentially could go right.

Mr. Hafner: They could. They could either go out of the drive-through and hit this point, go back around, or do a 180 and go out. It does give them multiple opportunities out of the drive-through.

Chairman Coleman: Are there any other questions? That brings us to discussion. Does anyone have comments?

Comm. Hoyt: I thought the graphics were extremely helpful. It looks beautiful. It's a huge improvement.

Chairman Coleman: Any other comments? The chair will entertain a motion.

A motion to recommend approval of CASE 04-19 – RANCH MART SHOPPING CENTER – REDEVELOPMENT – Request for approval of a Revised Final Plan and Final Plat, located east of Mission Road and north of 95th Street – including all 39 staff stipulations - was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

CASE 14-19 – MOLLE OFF-SITE PARKING – Request for approval of a Special Use Permit for a temporary use of land for off-site parking, located south of 104th Street and west of State Line Road. **PUBLIC HEARING**

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

Ms. Schuller: This is Case 14-19 – Molle Off-Site Parking – request for approval of a Special Use Permit for a temporary use of land for off-site parking. The site is located south of 104th Street and west of State Line Road and consists of a gated asphalt parking lot with a decorative black fence along 104th Street. The parking lot stores new vehicles for Molle Toyota and has been in use by Molle since 1999. There is a memo before you with changes to Stipulation No. 9, which will be included with this approval. The Special

Ucse Permit is for a temporary use of land, and so it is limited to a term of two years. Staff recommends approval of Case 14-19 with the stipulations in the Staff Report, and I'm happy to answer any questions.

Chairman Coleman: Are there questions for staff?

Comm. Block: I think we dealt with this more recently than two years ago. I thought there was some discussion about a light. I assume it's up and everything is good.

Ms. Schuller: The case came in 2017, and the stipulation was to remove existing parking lot fixtures because they were not in conformance with the LDO. Since then, it has been removed, and there is a note on their plan, noting it has been removed.

Chairman Coleman: We would invite the applicant up.

Applicant Presentation:
Matt Moriarty, 900 W. 48th Place, Kansas City, MO, appeared before the Planning Commission and made the following comments:

Mr. Moriarty: I'll keep this brief. I will say at the outset that I do not have quite the interactive presentation the last one did, but this is for a small sliver of land with some cars parked on it. As was pointed out, we are just coming here for renewal of a Special Use Permit that has been in place for 20 years. A light that was not up to code was removed shortly after the application was granted two years ago. By my count, this is now the 12th time we have been here for this application. We are just trying to get it renewed and use it as we have for the last 20 years. I will answer any questions, but there is not a lot to talk about with this one.

Comm. Peterson: Did this land suffer flood damage when the two summer flooding events occurred?

Mr. Moriarty: There was some flooding on the property, but the reports from Molle said it was nothing significant.

Chairman Coleman: Any other questions? Is there discussion on this case? This case requires a Public Hearing. Is there anyone in the audience who would like to speak?

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Block; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Chairman Coleman: Is there discussion?

A motion to recommend approval of CASE 14-19 – MOLLE OFF-SITE PARKING – Request for approval of a Special Use Permit for a temporary use of land for off-site parking, located south of 104th Street and west of State Line Road – with all staff stipulations – was made by Belzer; seconded by McGurren. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

CASE 25-19 – BARSTOW SCHOOL – LEAWOOD CAMPUS – Request for approval of a Final Plan and a Special Use Permit for a Commercial Daycare, located north of 123rd Street and west of State Line Road. PUBLIC HEARING

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

Ms. Schuller: This is Case 25-19 – Barstow School – Leawood Campus – request for approval of a Final Plan and a Special Use Permit for a Commercial Daycare. The Preliminary Plan for the Barstow School was approved with Case 107-18 this past October. The proposed Barstow School in Leawood Plaza is an ancillary campus to the existing Barstow School, which is located near 115th Street and State Line Road in Missouri. This new school will serve elementary, middle, and high school students. The applicant proposes the students will be shuttled from the main campus to this ancillary campus, which will house approximately 50-150 students with 10-15 teachers. The applicant also proposes a daycare facility within this ancillary campus for approximately 18 infants and 48 toddlers, which will be open to the Leawood community. The hours of operation for the school are generally 6:30 a.m.-6:30 p.m. The existing retail structure is a one-story, 63,370 sq. ft. building. The applicant does not propose any changes to the existing parking lot, the parking lot lighting, or the number of parking spaces, which meets the requirements of the LDO for schools. The applicant proposes an interior outdoor play area for students in lieu of installing a traditional playground within Leawood Plaza. The applicant is proposing modifications to the eastern elevation of the building, which is the main side of the building. They propose new storefront windows across the eastern façade in place of the stucco infill that is currently there. They're going to update the metal fascia on the building to match what is existing. The applicant also proposes an additional doorway and two windows to be located on the southern elevation and a new accessible ramp and stair landing on the western elevation, which is the rear of the building. The site is currently landscaped. The applicant proposes some additional ornamental trees on the west side of the building on the existing landscaped berm and also within the parking lot island on the south side of the main parking lot. Staff recommends approval of Case 25-19 with the stipulations in the Staff Report, and I'm happy to answer any questions.

Chairman Coleman: Are there questions for staff?

Comm. Block: Again, I appreciate the history since the Preliminary Plan; I think that's very helpful. I thought there was a high number of cut sheets for the HVAC system. It

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: April 15, 2019
REPORT WRITTEN: March 27, 2019

BARSTOW SCHOOL – LEAWOOD CAMPUS – REQUEST FOR APPROVAL OF A FINAL PLAN AND A SPECIAL USE PERMIT FOR A COMMERCIAL DAYCARE – Located north of 123rd Street and west of State Line Road – Case 25-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (6-0) of Case 25-19, Barstow School – Leawood Campus – request for approval of a Final Plan and a Special Use Permit for a commercial daycare, with the following stipulations:

1. The project is limited to the adaptive reuse of the existing 63,370 sq.ft., 1-story supermarket for use as the Barstow School within the SD-NCR zoning district, on 4.8 acres.
2. A Special Use Permit for a daycare shall be issued to The Barstow School.
3. The term of the Special Use Permit for the daycare shall be limited to twenty years from the date of Governing Body approval.
4. All new power lines, utility lines, etc. are required to be placed underground. This must be done prior to final occupancy of any building within the project.
5. All new utility boxes with a height of less than 55 inches, a footprint of equal to or less than 15 square feet in area, or a pad footprint of equal to or less than 15 square feet, may be installed only with the prior approval of the Director of Community Development as being in compliance with this 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. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.
8. All playground equipment shall meet all ASTM (American Society for Testing and Material) 1487 and CPSC (U.S. Consumer Product Safety Commission) current standards.
9. The project shall provide a storm shelter constructed in accordance with ICC-500, or as deemed appropriate by the Building Official.
10. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The height of the screen shall be at least as tall as the utility being screened.
11. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
12. Per the Leawood Development Ordinance, a maximum of 0.5 foot-candles is permitted at the property line

13. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo, Exhibit A, on file with the City of Leawood Department of Community Development, prior to issuance of a building permit.
14. All pedestrian crosswalks shall be demarcated from the adjacent street pavement.
15. No signage is approved with this application. A sign permit from the Department of Community Development shall be obtained prior to installation of any signs.
16. The size of all new plant material shall meet all requirements of 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.
17. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
18. Special school events or programs shall conclude prior to 11 p.m. Events extending beyond 11 p.m. shall require a Temporary Use Permit.
19. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
20. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- The Planning Commission modified Stipulation #9 as follows.

  From:
  The project shall provide a storm shelter constructed in accordance with ICC-500.

  To:
  The project shall provide a storm shelter constructed in accordance with ICC-500, or as deemed appropriate by the Building Official.

APPLICANT:

- The applicant is Ellen Pantaenius with Husch Blackwell LLP.
- The property is owned by Hy-Vee, Inc.
- The engineer is Rachael Reis with Olsson Associates.
- The architect is Jeffrey Schutzler with Hollis & Miller.
- The landscape architect is Brad Sonner with Olsson Associates.

HISTORY:

- A Preliminary Plan and Special Use Permit for the Barstow School was approved with Ordinance 2908 on October 15, 2018 (Case 107-18).
- Since the approval of the Preliminary Plan and Special Use Permit, the following changes have been made to the plan:
  - The applicant increased the number of toddler rooms from three to four and the maximum number of toddler enrollment from 30 to 48.
  - The applicant revised the location of the front doors from the previous location, facing the front parking lot, to remain at the existing location on the north and south sides of the main vestibule.
  - An additional window was added to the northeast corner of the building.

- A doorway and two windows were added to the southern elevation to accommodate a second infant room.
- A new stair landing exit, and a new accessible exit ramp were added to the west elevation to bring egress exits up to current standards.
- The applicant is proposing ten skylights be installed on the rooftop of the northern portion of the building.

REQUEST:

- The applicant is requesting approval of a Final Plan and Special Use Permit for a commercial daycare for Barstow School, located in Leawood Plaza Tract 2, a 4.82 acre tract. The applicant is proposing adaptive reuse of the existing 63,370 sq.ft. supermarket previously owned by Hy-Vee, including minor modifications to the building exterior.
- The Barstow School is a co-educational school where students in preschool through twelfth grade develop in a challenging educational community. The proposed Leawood campus will be used as an ancillary campus for 50-150 students and 10-15 teachers; students will be shuttled to/from the existing Barstow School located near 115th Street and State Line Road. Shuttles will run three to four trips per day.
- The Barstow School is proposing a daycare that will be available to the Leawood Community. The daycare will consist of two infant rooms, with a maximum of 18 infants, and four toddler rooms, for a maximum of 48 toddlers. The children will be dropped off between 6:30 a.m. – 6:30 p.m., with no set time for drop-off and pick-up. Per the Leawood Development Ordinance, a Special Use Permit is required for a daycare, which has been submittal for approval with this project.

ZONING:

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

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

LOCATION:

SURROUNDING ZONING:

- North — To the north of the property is additional retail space within Leawood Plaza, and single family residential within the Pembroke Court subdivision, zoned RP-4 (Planning Cluster Residential, under a previous version of the Leawood Development Ordinance).
- East — To the east of the Leawood Plaza development is State Line Road and the City of Kansas City, Mo.
- South — Directly to the south is additional retail space within Leawood Plaza and the single family residential subdivision of Foxborough, zoned RP-1 (Planned Single Family Residential).
- West — To the west of the property is the single family residential subdivision, Pembroke Court, zoned RP-4 under a previous version of the Leawood Development Ordinance.

SITE PLAN COMMENTS:

- The current tract is 4.82 acres of platted land along the west side of State Line Road and north of 123rd Street. The tract is the centrally located within Leawood Plaza and has frontage on Pembroke Lane, but does not have frontage along State Line Road. The building was the previous location of a Hy-Vee grocery store and is currently vacant.
- The building consists of 63,370 sq.ft. The applicant does not propose to change the square footage of the structure or the configuration of the building.
- The applicant does not propose changes to the existing parking lot.
- The building is mainly rectangular in nature with a flat roof. A smaller extension of the building is located north of the primary structure, but is located on another Tract of land and is not proposed to be used as part of the school, and is not part of this application.
- The existing tract consists of a of large parking lot east of the building with access to the front entrance, and a drive aisle on the west side of the building, providing access to an additional 34 parking spaces and the building's service area.
- Pedestrian access points into the site are from Pembroke Lane and State Line Road. These pedestrian connections exist with the current site and will be maintained with the new school building.
- The applicant proposes to incorporate a 2,722 sq.ft. outdoor play area within the central portion of the building, creating an exposed outdoor play space within the building interior. The roof opening exposes approximately half of the outdoor play area to the sky. This allows for both sun and shaded areas, as well as some covered play areas. Windows are provided to the indoor play area so there is high visibility both indoors and outdoors.
- No exterior playground equipment is proposed with this application.

TRAFFIC:

- A traffic circulation plan was provided, demonstrating the proposed drop-off process for buses and vehicles.
- The site can be accessed directly from the west via the private drive within Leawood Plaza from Pembroke Lane. The applicant proposes that traffic entering from State Line Road will turn onto the private drive and circle the parking lot counter clockwise beginning at the southeast corner of the site. Vehicles entering from the north side of Leawood Plaza will travel south, directly to the front door.
- The applicant submitted a traffic memo to the Public Works Department at the time of Preliminary Plan. Based on the study, there was a reduction of trips generated on site, based upon the previous and proposed land uses.

INTERACT:

- An Interact meeting was held on March 14, 2019. A summary of the meeting and sign-in sheet are attached.

PARKING:

- Leawood Plaza utilizes a shared parking agreement between all businesses within the development.
- Section 16-4-5.4(B) of the Leawood Development Ordinance notes parking requirements for a school as 1 per teacher and staff member of the school. The applicant is providing more parking than required for a school use, but will utilize the increased amount of parking for additional needs for events outside regular school hours. Staff is supportive of the parking proposed by the applicant.
- The number of existing and proposed parking spaces within Leawood Plaza are as follows:

	Required @ 3.5-4.5/1,000 sq.ft. of Commercial	Existing/Proposed	Tract
Building 1 - Retail	42-54	51	Tract 1
Building 2 - Retail	24-31	43	Tract 1
Building 3 - Retail	38-49	51	Tract 1
Building 4 - Retail	22-28	39	Tract 1
Building 5 - School	136*	181	Tract 2
Building 6 - Retail	56-72	81	Tract 1
Building 7 - Retail	25-32	60	Tract 1
Total	**426-548**	**506**	--

*Note: Building 5 (proposed school) parking is calculated based on school administration needs and exceeds the parking requirements for a school, as stated in the Leawood Development Ordinance.
Parking totals include ADA (American's with Disabilities Act) parking spaces.

ELEVATIONS:

- The existing structure is 23'-2" tall at the building parapet.
- The tallest tower element above the main entrance is proposed to be filled in with a window system, to provide the appearance of a continuous window system from grade to the highest point. The window will be vision glass and able to been seen through, as no building structure is directly behind the tower elements.
- The existing structure consists primarily of red brick with stucco infill along the front colonnade. The applicant proposes to remove the stucco infill and replace it with a storefront window system and four sets of doorways south of the main entrance. The doorways provide access to/from the day care portion of the building.
- The existing front doors of the building face the north and the south, and are accessed from the front colonnade. The applicant proposes to maintain the location of these doorways.
- The applicant proposes to remove and replace the worn metal fascia on the front of the building and on the porte-cochere with new metal fascia to match the existing.
- The applicant proposes a new storefront entrance system on the northern elevation.
- An additional doorway and two new windows are proposed on the south side of the building to accommodate an infant room. The doorway and window system will match the existing doorway and windows on the same elevation.
- The existing loading dock doors on the southern elevation will be infilled.
- The existing trash enclosure on the west side of the building will remain as existing.

- The applicant is proposing to screen the mechanical units on top of the roof with a new standing seam metal mechanical screen to match existing that will enclose all of the mechanical units on the roof rather than individual screens around each mechanical unit. The screen will be 8'-4" and is as tall as the height of the units being screened.
- The applicant proposes to install ten skylights in the rooftop on the northern half of the building. The skylights are also approximately 8' in height.

SIGNAGE:

- The applicant is proposing a lighted Barstow emblem to be located on the upper portion of the new storefront windows. The applicant has noted that the emblem will be placed 15 feet behind the window system.
- No signage is proposed with this application. The Leawood Plaza development has approved sign criteria. Signage is approved administratively through a separate application.

LIGHTING:

- The existing parking lot light fixtures within the main parking lot east of the building are to remain. The existing light poles are legally non-conforming at a height of approximately 24'-6" above grade.
- The applicant provided a photometric study for the west side of the building, where wall mounted building fixtures are being replaced. The light fixtures are downward facing and the source of illumination is not visible. No pole mounted parking lot fixtures exist west of the building.
    - The applicant is meeting the Leawood Development Ordinance requirement of no more than 0.5 footcandles at the western property line.

LANDSCAPING:

- The site contains existing landscaping, consisting of a combination of deciduous and evergreen shrubs and bushes.
- The west side of the building is currently screened from the adjacent residential neighborhood with a berm accented with evergreen and deciduous trees. The applicant is proposing an additional nine ornamental trees along the existing berm to provide additional screening for the adjacent residential neighborhood.
- The applicant is proposing three additional ornamental trees in the landscape island on the southwestern corner of the main parking lot.

GOLDEN CRITERIA:

The character of the neighborhood:

The area is characterized by an arterial street to the east (State Line Road), a collector street (123rd Street) and adjacent retail development (Leawood Plaza) along with the single family subdivision of Foxborough to the south, Pembroke Lane (collector street) and the single family residential subdivision of Pembroke Court to the west and north. West of Pembroke Court is Leawood Elementary School and Leawood Middle School, part of the Blue Valley School District. East of State Line Road is single family residential within the city of Kansas City, MO.

The zoning and uses of properties nearby:

North — To the north of the property is additional retail space within Leawood Plaza, and single family residential within the Pembroke Court subdivision, zoned RP-4 (Planned Cluster Residential) under a previous version of the Leawood Development Ordinance.

East	The property to the east of State Line Road is located within and under the zoning jurisdiction of the City of Kansas City, Missouri.
South	Directly to the south is additional retail space within Leawood Plaza and the single family residential subdivision of Foxborough, zoned RP-1 (Planned Single Family Residential).
West	To the west of the property is the single family residential subdivision, Pembroke Court, zoned RP-4 under a previous version of the Leawood Development Ordinance.

The suitability of the subject property for uses to which it has been restricted:
The site is surrounded by accessible roadways with adequate capacity to accommodate the proposed use. Single family residential subdivisions surround the property on all sides. The zoning of the property ensures compatibility with surrounding neighborhoods. Additionally, a school facility is an approved use within the SD-NCR district with the issuance of a Special Use Permit.

The time for which the property has been vacant:
Leawood Plaza was platted in 1986 and a Hy-Vee grocery store was constructed on Tract 2 of the site in 1987. Hy-Vee occupied the site until 2014. The site has been vacant for four years.

The extent to which removal of the restrictions will detrimentally affect nearby property:
Although the site is suitable for a school, stipulations are necessary to make certain that the project meets City ordinances and to ensure a high quality project that fits with the surrounding uses.

The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:
Denial of the application will not result in a relative gain to the public health, safety or welfare; however, a hardship to the applicant and community could be imposed. The school serves the private school educational needs for the surrounding community and provides necessary space to Barstow School, who is outgrowing current facilities. Denial of the application would result in prolonged vacancy of the current property, thereby potentially imposing safety concerns and unsightly conditions on the surrounding community. Denial of the application would also result in longer school commutes and the loss of a potential educational facility within the area.

The recommendation of the permanent staff:
Staff is recommending approval of the case with the stated stipulations.

Conformance of the requested change to the adopted master plan of the City of Leawood:
The proposed application complies with the Comprehensive Plan with a Special Use Permit. The Comprehensive Plan designates this site as Retail Use, which matches the current use of the property. The Leawood Development Ordinance allows for school uses (public or private, elementary, middle or high school) within all districts in Leawood, except for Business Park, with the issuance of a Special Use Permit.

STAFF COMMENTS:

- The Planning Commission modified Stipulation 9 regarding the provision of a storm shelter as follows:
  From:
  The project shall provide a storm shelter constructed in accordance with ICC-500.

To:
The project shall provide a storm shelter constructed in accordance with ICC-500, or as deemed appropriate by the Building Official.

The applicant met with City staff following the Planning Commission meeting and provided plans for the storm shelter, which the Building Official deemed to be appropriate to meet this stipulation.

Exhibit A

Jessica Schuller

From: Gene Hunter
Sent: Thursday, March 14, 2019 11:05 AM
To: Jessica Schuller
Subject: RE: 18075 - Barstow - Final Development Plan - Resubmittal - Plans.pdf

The Fire Dept has no objection to the site plan for this project.

Gene Hunter, Leawood Fire Marshal

From: Jessica Schuller <jessicas@leawood.org>
Sent: Thursday, March 14, 2019 9:12 AM
To: Gene Hunter <geneh@leawood.org>
Subject: 18075 - Barstow - Final Development Plan - Resubmittal - Plans.pdf

Gene –

Please see that attached truck plan for The Barstow School. Please provide any comments you may have.

Thanks,

Jessica Schuller, AICP
City of Leawood
Planner II
jessicas@leawood.org
Tel (913) 663-9163

ORDINANCE NO. _____

ORDINANCE APPROVING A FINAL PLAN AND A SPECIAL USE PERMIT FOR A COMMERCIAL DAYCARE FOR BARSTOW SCHOOL – LEAWOOD CAMPUS, LOCATED NORTH OF 123RD STREET AND WEST OF STATE LINE ROAD. (PC CASE 25-19)

WHEREAS, the applicant submitted a request for approval of a Final Plan and a Special Use Permit for a commercial daycare;

WHEREAS, such request for approval was presented to the Planning Commission on March 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 April 15, 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 16-2-6.2 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:

Tract 2, Leawood Plaza, a subdivision in the City of Leawood, Johnson County, Kansas.

SECTION 2. APPROVAL OF FINAL PLAN. The Governing Body hereby approves the applicant's request and the Planning Commission's recommendation of approval for said Final Plan subject to the stipulations listed in Section 3 of this ordinance.

SECTION 3. CONDITIONS AND STIPULATIONS. The Special Use Permit referenced in Section 1 and the Final Plan referenced in Section 2 above are hereby approved and adopted subject to the following conditions and stipulations:

1. The project is limited to the adaptive reuse of the existing 63,370 sq.ft., 1-story supermarket for use as the Barstow School within the SD-NCR zoning district, on 4.8 acres.
2. A Special Use Permit for a daycare shall be issued to The Barstow School.

3. The term of the Special Use Permit for the daycare shall be limited to twenty years from the date of Governing Body approval.
4. All new power lines, utility lines, etc. are required to be placed underground. This must be done prior to final occupancy of any building within the project.
5. All new utility boxes with a height of less than 55 inches, a footprint of equal to or less than 15 square feet in area, or a pad footprint of equal to or less than 15 square feet, may be installed only with the prior approval of the Director of Community Development as being in compliance with this 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. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.
8. All playground equipment shall meet all ASTM (American Society for Testing and Material) 1487 and CPSC (U.S. Consumer Product Safety Commission) current standards.
9. The project shall provide a storm shelter constructed in accordance with ICC-500, or as deemed appropriate by the Building Official.
10. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The height of the screen shall be at least as tall as the utility being screened.
11. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
12. Per the Leawood Development Ordinance, a maximum of 0.5 foot-candles is permitted at the property line
13. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo, Exhibit A, on file with the City of Leawood Department of Community Development, prior to issuance of a building permit.
14. All pedestrian crosswalks shall be demarcated from the adjacent street pavement.
15. No signage is approved with this application. A sign permit from the Department of Community Development shall be obtained prior to installation of any signs.
16. The size of all new plant material shall meet all requirements of 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.
17. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.

18. Special school events or programs shall conclude prior to 11 p.m. Events extending beyond 11 p.m. shall require a Temporary Use Permit.
19. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
20. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty.

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

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

(SEAL)

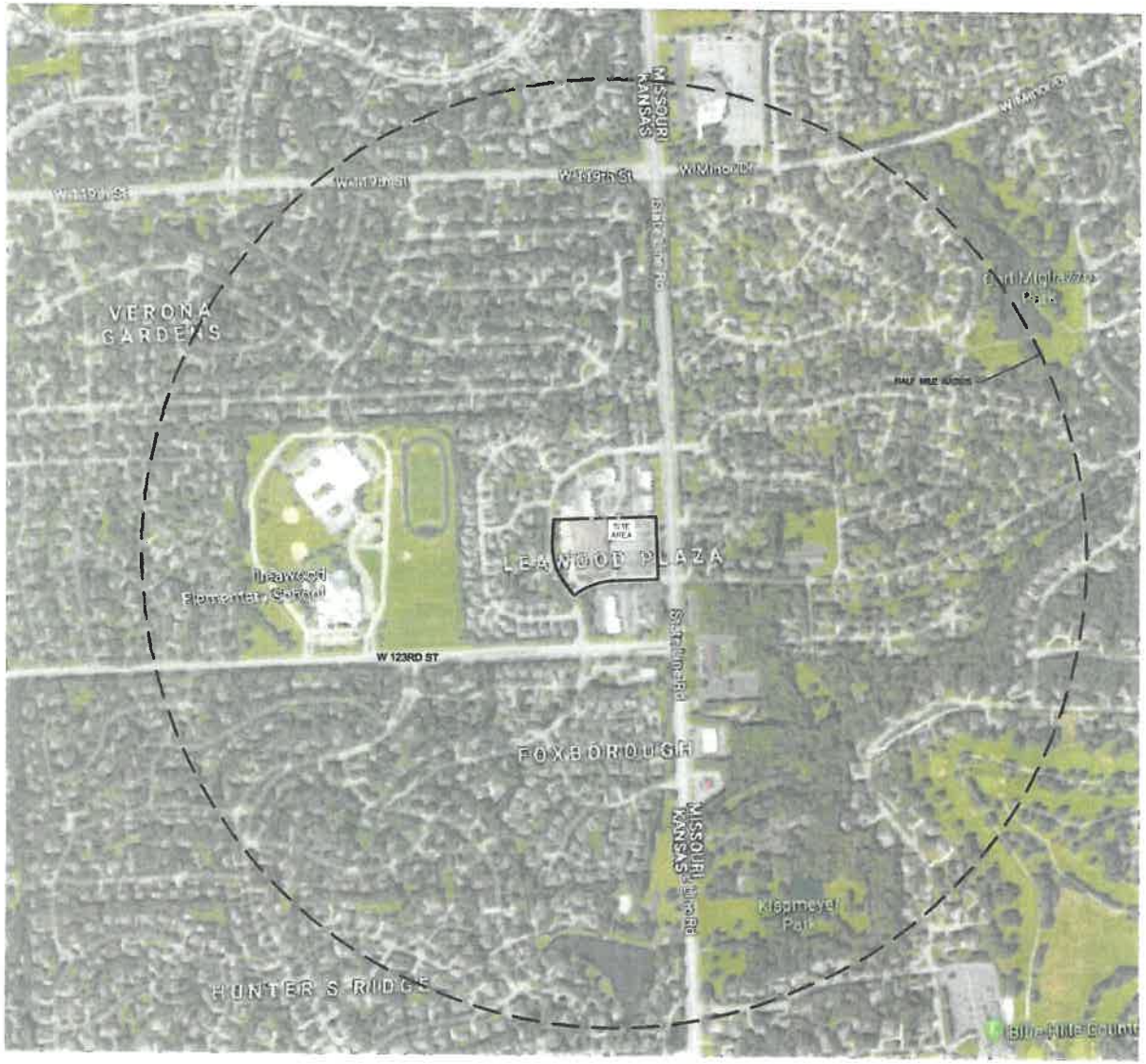
_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andrew K. Hall, Assistant City Attorney



OWNER & DEVELOPER

THE BARSTOW SCHOOL
11511 STATE LINE RD
KANSAS CITY, MO 64114
T (816)942-3255

ENGINEER/LANDSCAPE ARCHITECT

OLSSON
7301 W. 133RD STREET SUITE 200
OVERLAND PARK, KS 66213
T (913)381-1170
F (913)381-1174

ZONING:

EXISTING SD-NCR
PROPOSED SD-NCR

PROPOSED SITE USE:

SCHOOL

SITE DATA:

SITE AREA= 209,672 SQ.FT. OR 4.815 ACRES, MORE OR LESS.

N

0' 150' 300' 600'
SCALE IN FEET

hollis+miller architects

Civil Engineer
Olsson
State Certificate of Authority 66-516
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Contact: Brad Scarver
Phone: 913.381.1170

MEP Engineers
Henderson Engineers
State Certificate of Authority 66-325
8345 Lenexa Drive, Ste 300
Lenexa, KS 66214
Contact: Doug Everhart
Phone: 913.742.6050

Final Development Plan

Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:

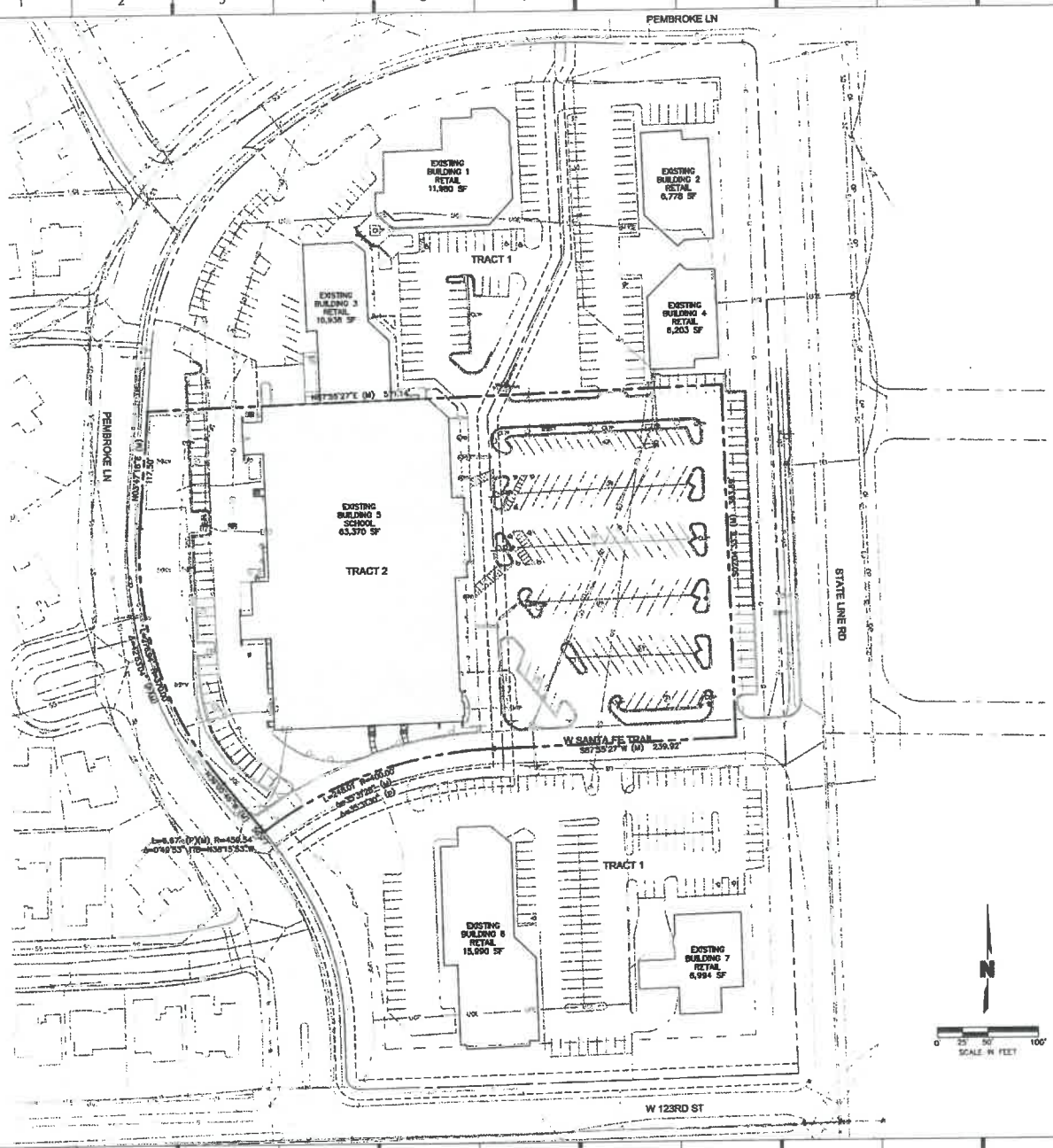
#	Description	Date

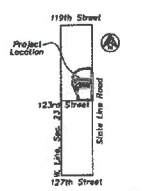
JOB NO: A19-2079
DRAWN BY: RLK
CHECKED BY: BS
DATE: 03.08.2019

C1

CONTEXT PLAN

Please consider the environment before printing this.





Proc. Section 23, T13S, R25E
VICINITY MAP
Scale: 1" = 2000'

LEAWOOD PLAZA DEVELOPMENT

BUILDING #	USE	BUILDING SQ. FT.	PARKING REQUIRED	PARKING PROVIDED	HANDICAP PARKING PROVIDED	TOTAL SURFACE PARKING PROVIDED
BUILDING 1	RETAIL	11,980 S.F.	3.5 TO (4.5)/1,000 SF 42 STALLS (54 STALLS)	48	3	51
BUILDING 2	RETAIL	6,778 S.F.	3.5 TO (4.5)/1,000 SF 24 STALLS (31 STALLS)	42	1	43
BUILDING 3	RETAIL	10,938 S.F.	3.5 TO (4.5)/1,000 SF 38 STALLS (49 STALLS)	51	0	51
BUILDING 4	RETAIL	6,203 S.F.	3.5 TO (4.5)/1,000 SF 22 STALLS (29 STALLS)	38	1	39
BUILDING 5	SCHOOL	63,370 S.F.	** 181 STALLS	174	7	181
BUILDING 6	RETAIL	15,990 S.F.	3.5 TO (4.5)/1,000 SF 56 STALLS (72 STALLS)	80	1	81
BUILDING 7	RETAIL	6,994 S.F.	3.5 TO (4.5)/1,000 SF 25 STALLS (32 STALLS)	58	2	60
TOTAL		121,713 S.F.	426 (549)	491	15	*506

GROSS ACREAGE: 13.25 AC.+/- OR 577,487 S.F.

PERVIOUS AREA = 169,106 S.F.
IMPERVIOUS AREA = 419,234 S.F.

EXISTING ZONING: SD-NCR PLANNED NEIGHBORHOOD RETAIL

PROPOSED ZONING: SD-NCR PLANNED NEIGHBORHOOD RETAIL

* CROSS PARKING ALLOWED

** PARKING COUNT BASED ON SCHOOL ADMINISTRATIONS NEEDS

LEGEND

- PROPERTY LINE
- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING UNDERGROUND TELEPHONE
- EXISTING FIBER OPTIC
- EXISTING GAS SERVICE
- EXISTING CABLE TELEVISION
- EXISTING WATER SERVICE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER

hollis+miller architects

Civil Engineer
Olsson
State Certificate of Authority #E-516
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Contact: Brad Bonner
Phone: 913.381.1170

MEP Engineers
Henderson Engineers
State Certificate of Authority #E-325
8348 Lenexa Drive, Ste 300
Lenexa, KS 66214
Contact: Doug Everhart
Phone: 913.742.6000

Final Development Plan

Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:

#	Description	Date

ROBERT L. STEFFEN LICENSED 20013 3/08/19 KANSAS PROFESSIONAL ENGINEER

JOB NO: A18-2079
DRAWN BY: RLK
CHECKED BY: BB
DATE: 02.09.2019

C2

GENERAL LAYOUT PLAN

Please consider the environment before printing this.

DWG: F:\2018\2001-2500\018-2079-a\40-design\AutoCAD\preliminary plans\Sheets\GNCV\Final Development Plans\C_GLP_82079.dwg USER: sgillard
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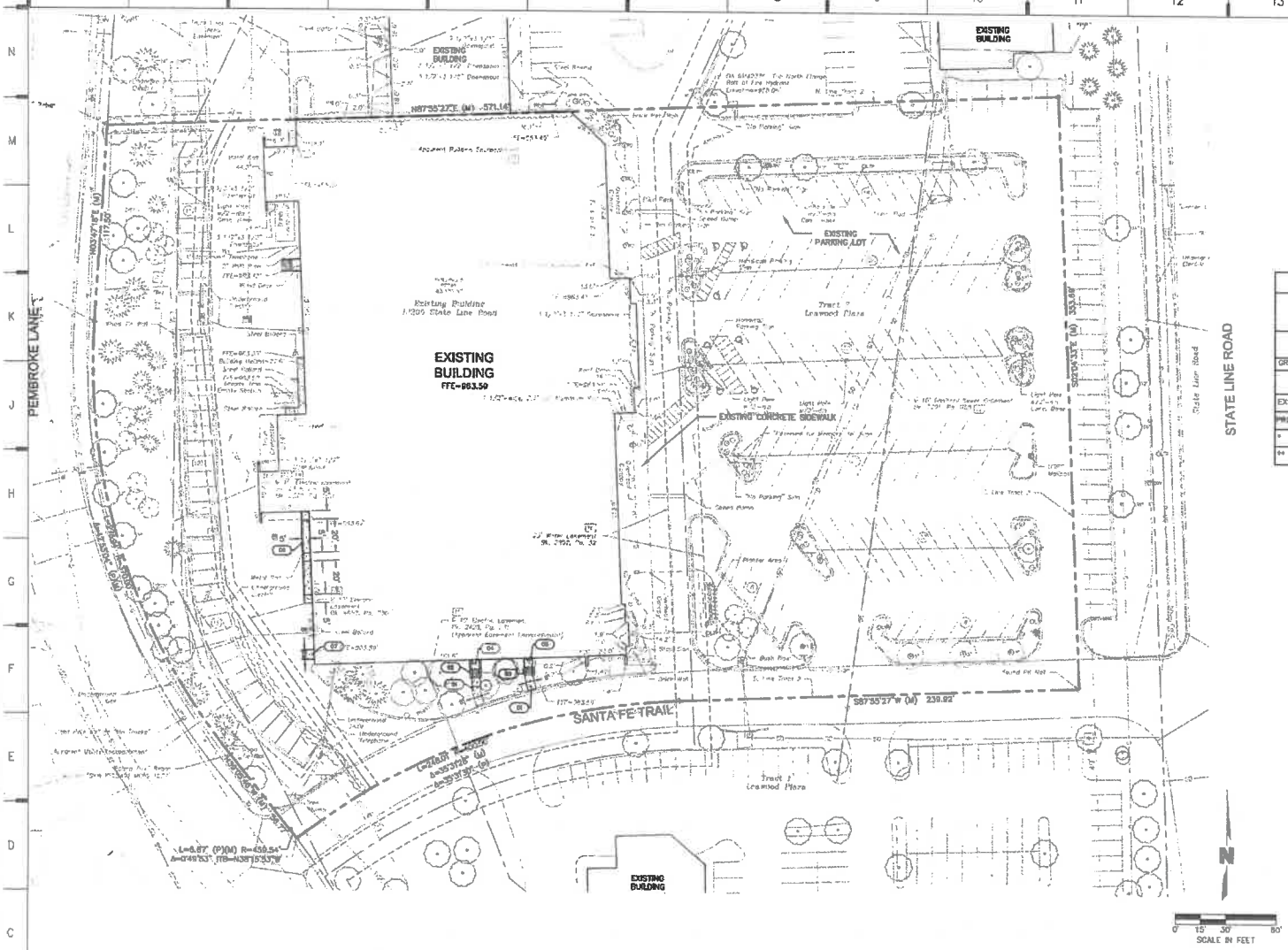


PROPERTY DESCRIPTION

LOT 2, LEAWOOD PLAZA, A SUBDIVISION IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

BUILDING & SITE DATA					
USE	BUILDING SQ. FT.	PARKING REQUIRED	PARKING PROVIDED	HANDICAP PARKING PROVIDED	TOTAL SURFACE PARKING PROVIDED
SCHOOL	63,370 S.F.	** 181 STALLS	174	7	181
GROSS ACREAGE: 209,872 SQ.FT. OR 4.818 ACRES, MORE OR LESS.					
EXISTING ZONING: SD-NCR PLANNED NEIGHBORHOOD RETAIL					
PROPOSED ZONING: SD-NCR PLANNED NEIGHBORHOOD RETAIL					
* GROSS PARKING ALLOWED					
** PARKING COUNT BASED ON SCHOOL ADMINISTRATIONS NEEDS					

LEGEND

- PROPERTY LINE
- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING UNDERGROUND TELEPHONE
- EXISTING FIBER OPTIC
- EXISTING GAS SERVICE
- EXISTING CABLE TELEVISION
- EXISTING WATER SERVICE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- INSTALL CONCRETE SIDEWALK/ PAVING
- (5) EXISTING PARKING STALL COUNT

KEYNOTES:

01 CONCRETE SIDEWALK

02 (6) CONCRETE STAIRS WITH CONCRETE RETAINING WALL AND STAINLESS STEEL HANDRAIL – BOTH SIDES.

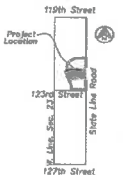
03 (5) CONCRETE STAIRS WITH CONCRETE RETAINING WALL AND STAINLESS STEEL HANDRAIL – BOTH SIDES.

04 INSTALL 5 LF OF SLOT DRAIN
6" HDPE (E) @ 2.00% MINIMUM
CONNECT TO ROOF DRAIN SYSTEM.

05 EXISTING SLOT DRAIN.

06 CONCRETE ADA COMPLIANT RAMP WITH STAINLESS STEEL HANDRAIL – BOTH SIDES AND STAINLESS STEEL EDGE GUARD – WEST SIDE.

07 (3) CONCRETE STAIRS AND STOOP WITH STAINLESS STEEL HANDRAIL – BOTH SIDES.



Frac. Section 23, T13S, R25E
VICINITY MAP
Scale: 1" = 2000'

hollis+miller architects

Civil Engineer
Olsson
State Certificate of Authority #E-518
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Contact: Brad Bonner
Phone: 913.381.1170

MEP Engineers
Henderson Engineers
State Certificate of Authority #E-325
8345 Lenexa Drive, Ste 300
Lenexa, KS 66214
Contact: Doug Everhart
Phone: 913.742.6000

Final Development Plan

Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:		
#	Description	Date

ROBERT L. STEFFEN LICENSED 26013 KANSAS PROFESSIONAL ENGINEER

JOB NO: A18-2579
DRAWN BY: RLK
CHECKED BY: BS
DATE: 02.08.2019

C3

SITE PLAN

Please consider the environment before printing this.

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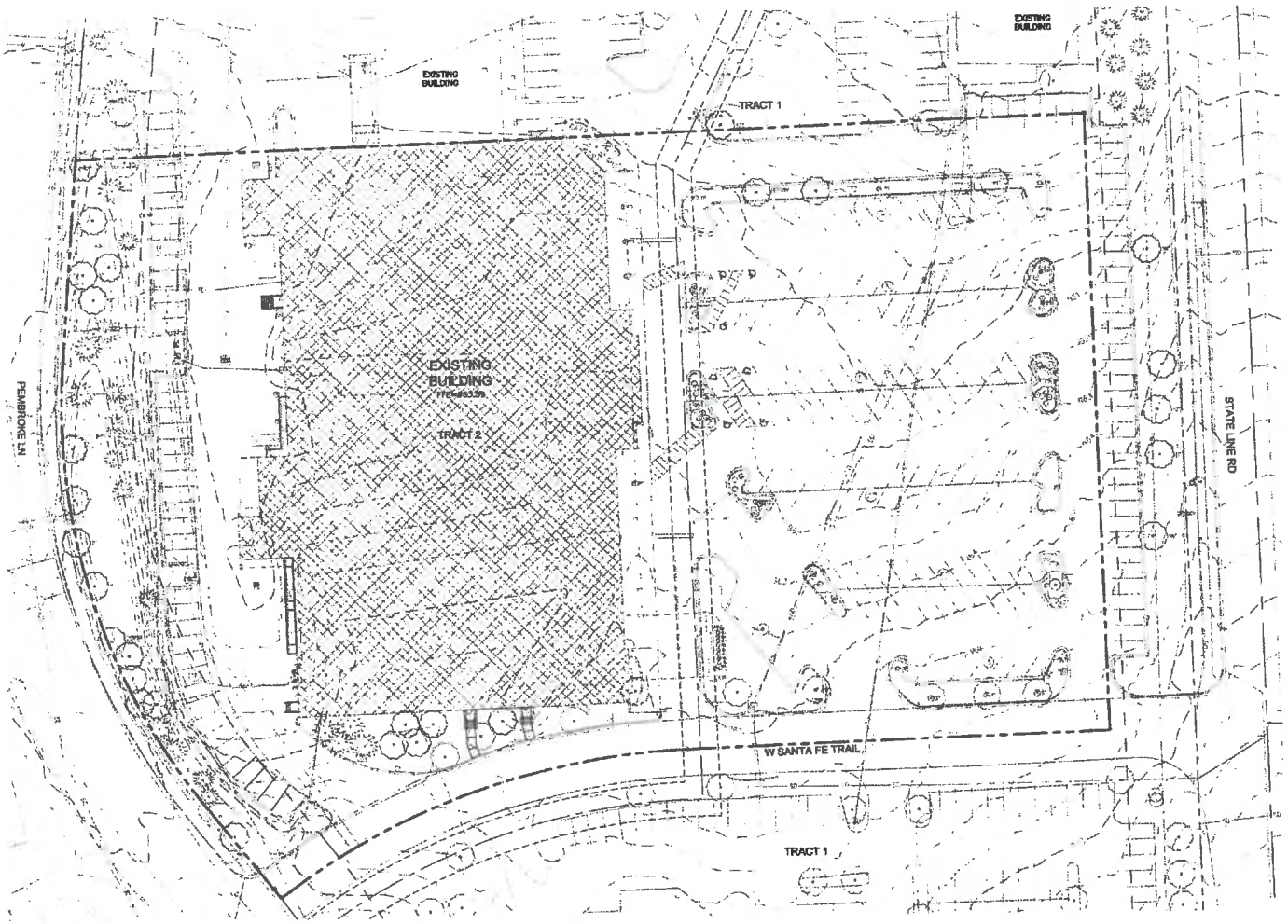

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 998 PROPOSED MAJOR CONTOUR
- 998 PROPOSED MINOR CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING ELECTRICAL LINE
- EXISTING DOMESTIC WATER
- EXISTING GAS SERVICE

N

0 15 30' 60'
SCALE IN FEET

hollis+miller architects

Civil Engineer
Olsson
State Certificate of Authority #E-518
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Contact: Brad Bonner
Phone: 913.381.1170

MEP Engineers
Henderson Engineers
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6345 Lenexa Drive, Ste 300
Lenexa, KS 66214
Contact: Doug Everhart
Phone: 913.742.8000

Final Development Plan

Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:

#	Description	Date

ROBERT L. STEFFEN
LICENSED
20013
3/08/11
KANSAS
PROFESSIONAL ENGINEER

JOB NO: A18-3878
DRAWN BY: RLK
CHECKED BY: SS
DATE: 02.08.2019

C4

GRADING PLAN

Please consider the environment before printing this.

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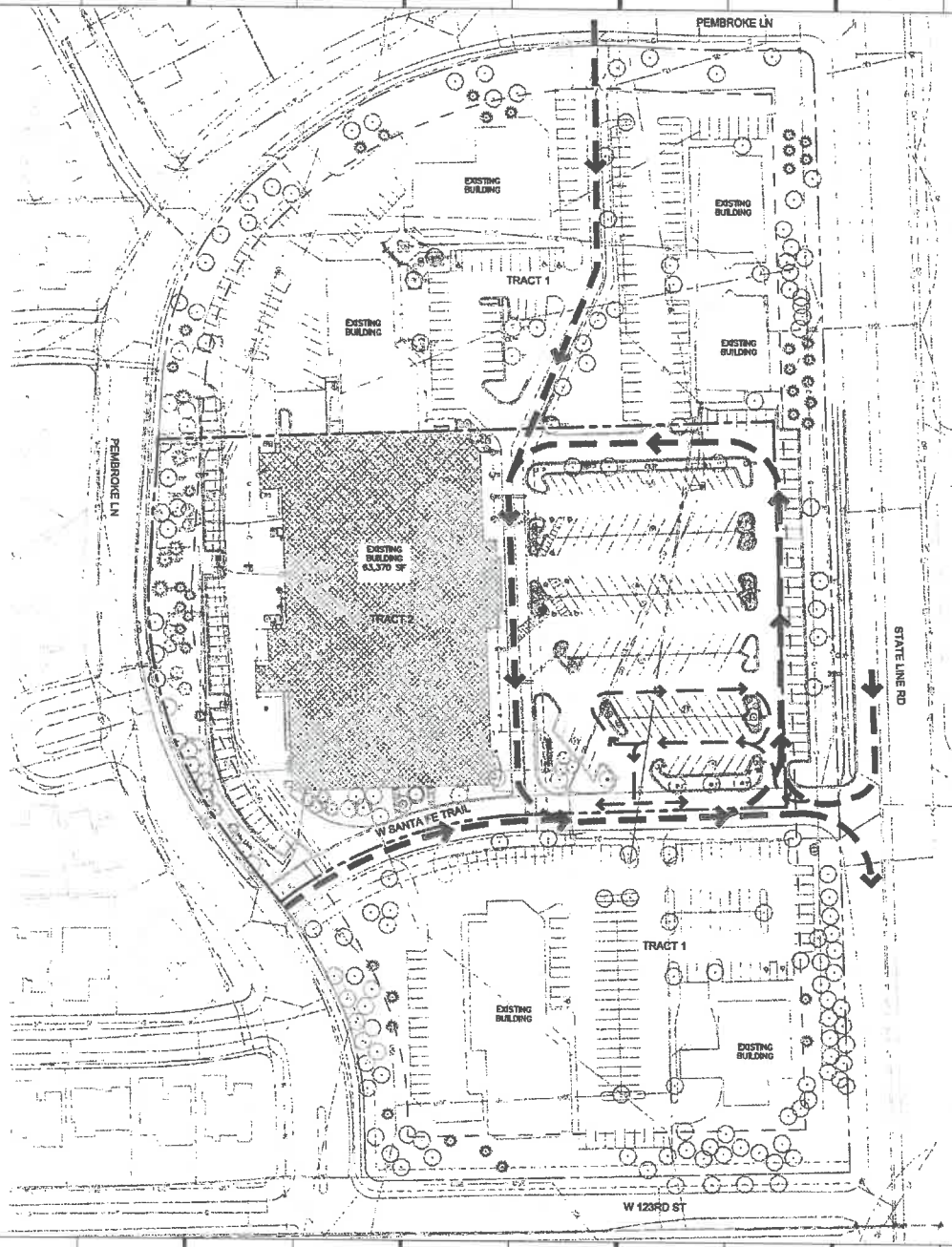

LEGEND

- PROPERTY LINE
- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING UNDERGROUND TELEPHONE
- EXISTING FIBER OPTIC
- EXISTING GAS SERVICE
- EXISTING CABLE TELEVISION
- EXISTING WATER SERVICE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- TRAFFIC CIRCULATION
- PRE SCHOOL LOOP

N

0 25' 50' 100'
SCALE IN FEET

hollis+miller architects

Civil Engineer
Olsson
State Certificate of Authority #0-616
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Contact: Reid Gomez
Phone: 913.381.1170

MEP Engineers
Henderson Engineers
State Certificate of Authority #6-320
8345 Lenexa Drive, Ste 300
Lenexa, KS 66214
Contact: Doug Everhart
Phone: 913.742.6000

Final Development Plan

Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:

#	Description	Date

ROBERT L. STEFFEN
LICENSED
2009-2
3/05/11
KANSAS
PROFESSIONAL ENGINEER

JOB NO: A19-2079
DRAWN BY: MJK
CHECKED BY: RS
DATE: 02.08.2019

C5

TRAFFIC CIRCULATION & PRESCHOOL LOOP

Please consider the environment before printing this.

DWG: F:\2019\2001-2500\016-2079-A VA-design\AutoCAD\preliminary plans\Sheets\DWG\Final Development Plans\C_TRN_R2079.dwg USER: sgilford
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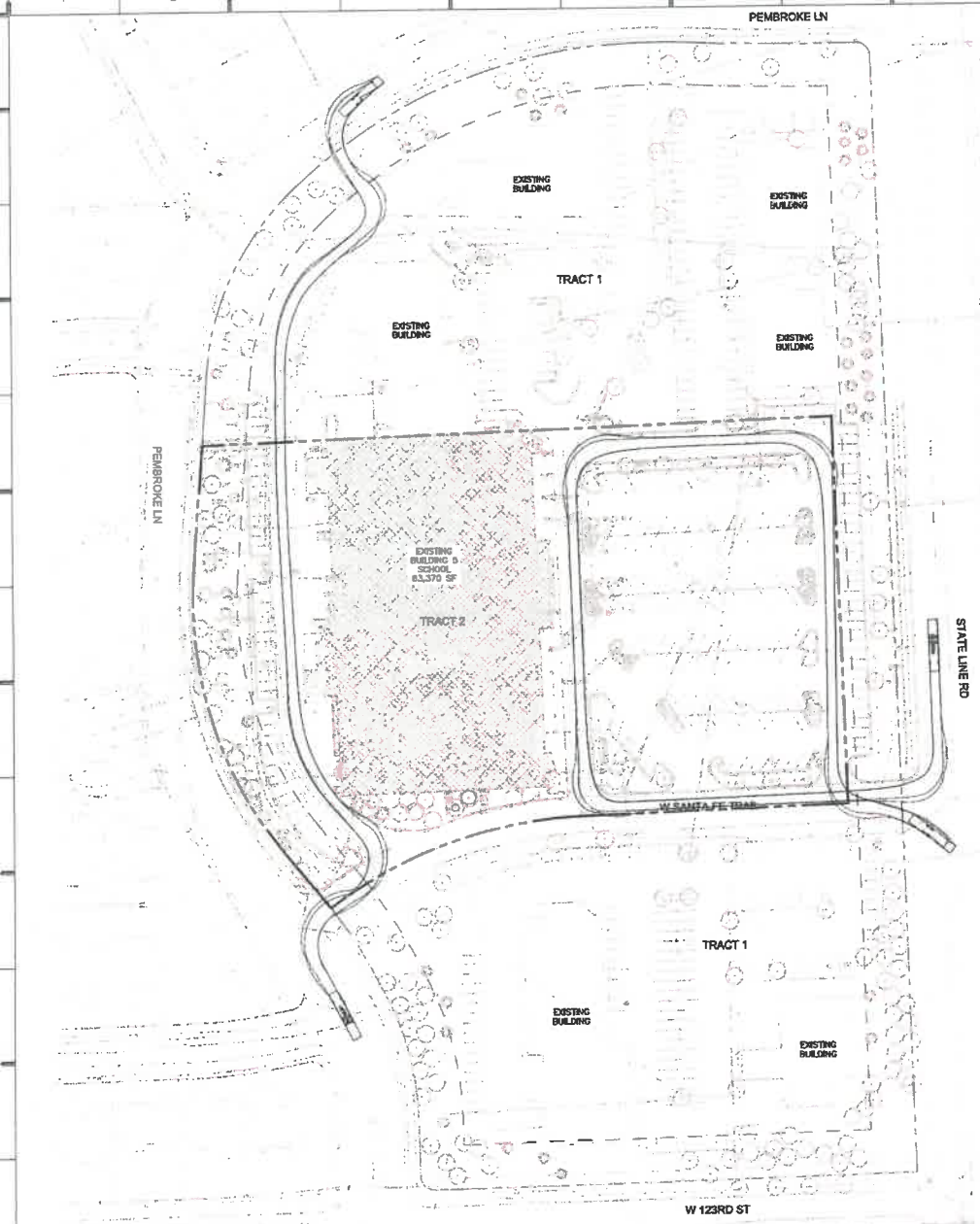
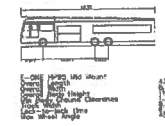


LEGEND

- PROPERTY LINE
- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING UNDERGROUND TELEPHONE
- EXISTING FIBER OPTIC
- EXISTING GAS SERVICE
- EXISTING CABLE TELEVISION
- EXISTING WATER SERVICE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- FIRE TRUCK TEMPLATE



E-ONE HPSD Mid Mount
Overall Length 42.73ft
Overall Width 8.33ft
Overall Height 9.83ft
Min Ground Clearance 1.25ft
Max Wheel Angle 45.0ft

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Final Development Plan

Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:

#	Description	Date

ROBERT L. STEFFEN LICENSED 26913 KANSAS PROFESSIONAL ENGINEER

JOB NO: A18-2079
DRAWN BY: RLK
CHECKED BY: BS
DATE: 02.08.2019

C6

FIRE TRUCK MOVEMENT

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DWG: F:\2018\2001-2500\018-2079-a\40-design\AutoCAD\preliminary plans\Sheets\CNCV\Final Development Plans\C_TRN_82079.dwg USER: sgillard
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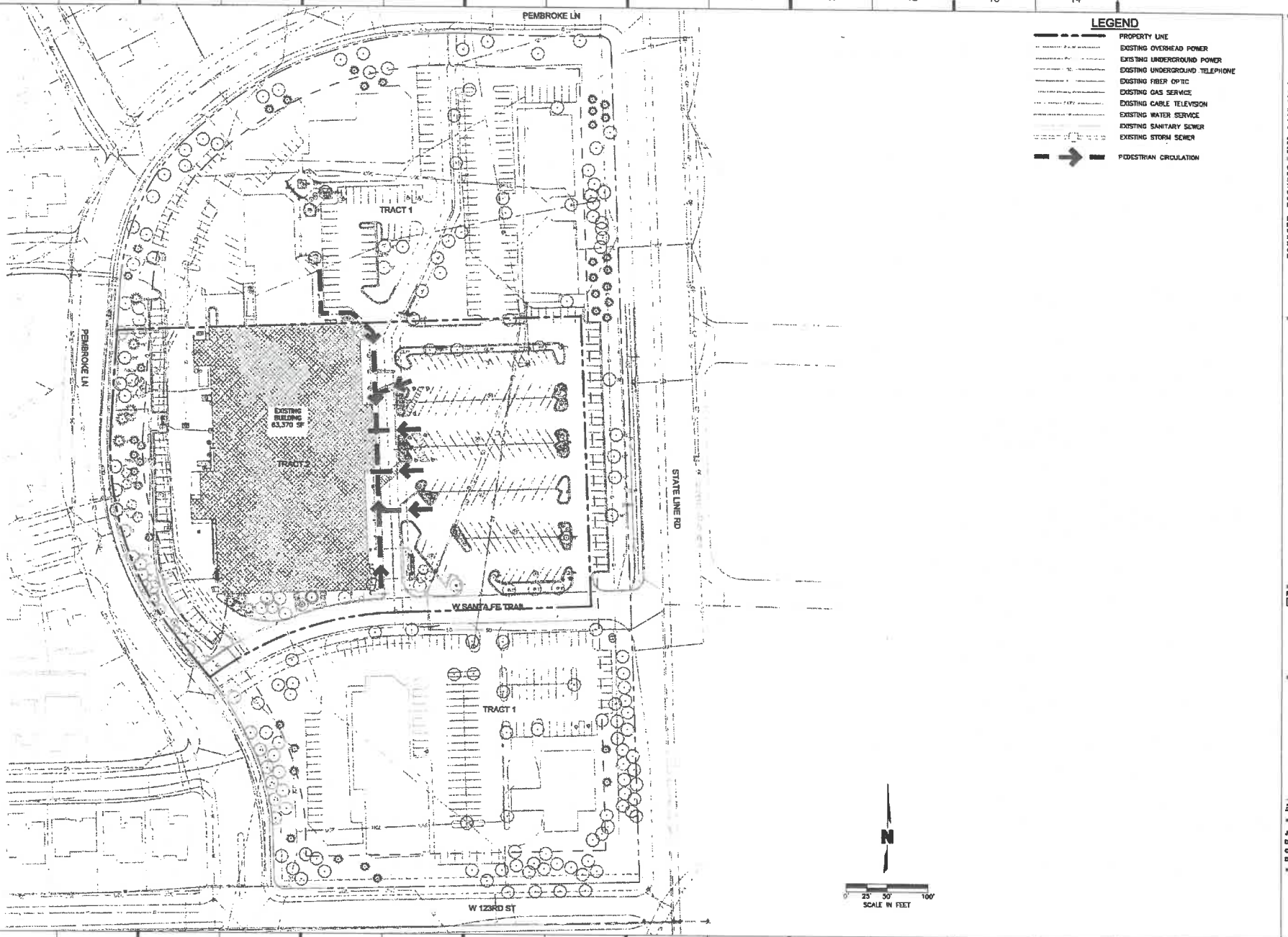

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Final Development Plan

Barstow School
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Leawood, KS 66209

REVISIONS:

#	Description	Date

ROBERT L. STEFFEN LICENSED 26313 KANSAS PROFESSIONAL ENGINEER

JOB NO: A18-2079
DRAWN BY: RLK
CHECKED BY: RS
DATE: 02.08.2019

C7

ADA ACCESSIBLE ROUTE

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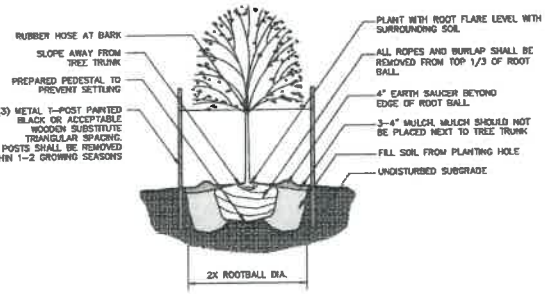
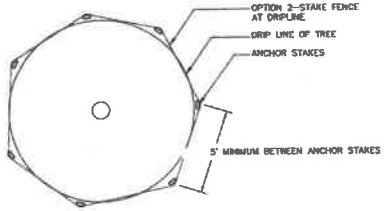


NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
2. IN AREAS OF TURF, SURROUND BED WITH 6' DIAMETER OF MULCH

1 Deciduous Tree Planting Detail
not to scale



2 Existing Tree Protection Plan
not to scale

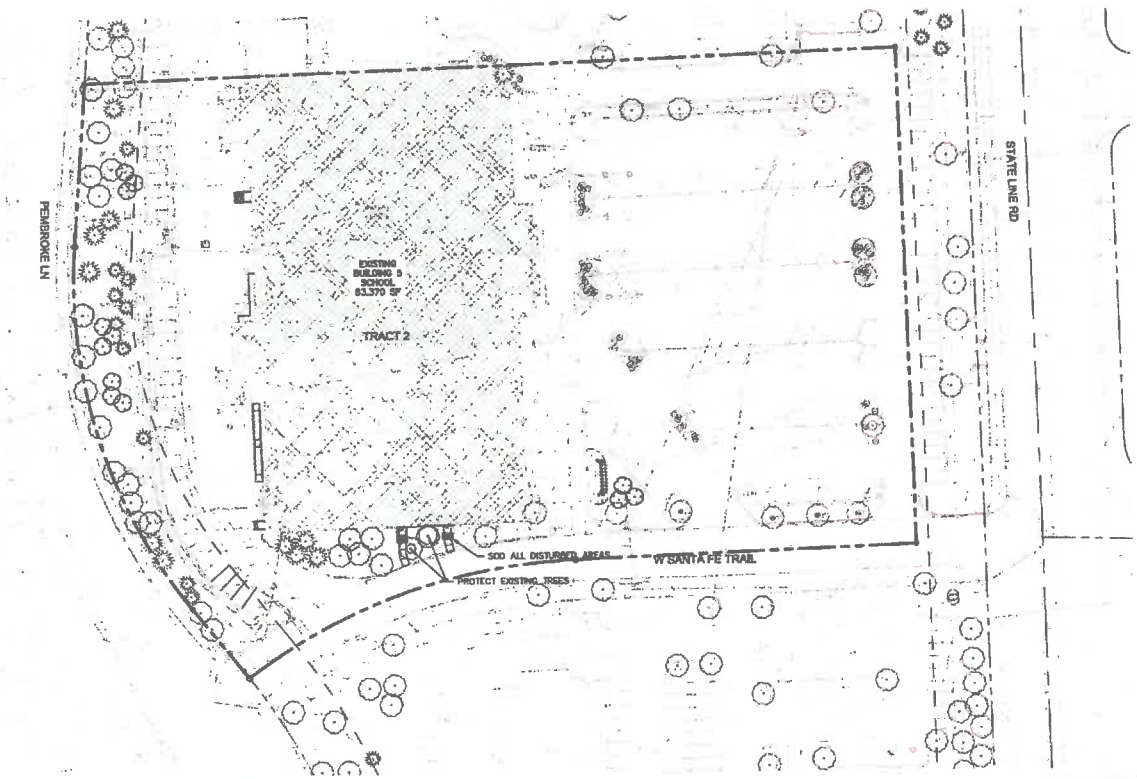
LANDSCAPE LEGEND

EXISTING DECIDUOUS TREE

EXISTING EVERGREEN TREE

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	Amelanchier canadensis 'Autumn Brilliance' Autumn Brilliance Serviceberry	8' HT.	Multi-Trunk	12



SODDING NOTES

1. ALL DISTURBED AREAS SHALL BE SODDED WITH TURF-TYPE TALL FESCUE SOD WITH A MINIMUM OF 3 CULTIVARS.
2. ALL LAWN AREAS SHALL RECEIVE A MINIMUM 8-INCH DEPTH OF TOPSOIL COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
3. THE ENTIRE SURFACE TO BE SODDED SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
4. SOD SHALL BE MACHINE STRIPPED AT A UNIFORM SOIL THICKNESS OF APPROXIMATELY ONE INCH (PLUS OR MINUS 1/4-INCH). THE MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH, AND SHALL BE DETERMINED AT THE TIME OF CUTTING IN THE FIELD. PRECAUTIONS SHALL BE TAKEN TO PREVENT DRYING AND HEATING. SOD DAMAGED BY HEAT AND DRY CONDITIONS, AND SOD CUT MORE THAN 18 HOURS BEFORE BEING INCORPORATED INTO THE WORK SHALL NOT BE USED.
5. HANDLING OF SOD SHALL BE DONE IN A MANNER THAT WILL PREVENT TEARING, BREAKING, DRYING AND OTHER DAMAGE. PROTECT EXPOSED ROOTS FROM DEHYDRATION. DO NOT DELIVER MORE SOD THAN CAN BE LAID WITHIN 24 HOURS.
6. MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE INSTALLING SOD. FERTILIZE, HARROW OR RAKE FERTILIZER IN THE TOP 1-1/2-INCHES OF TOPSOIL AT A UNIFORM RATE OF ONE POUND OF NITROGEN PER 1000 S.F.
7. BLUEGRASS AND FESCUE SOD MAY BE PLANTED DURING THE PERIODS OF MARCH 1 TO MAY 15 AND SEPTEMBER 1 TO NOVEMBER 15. SOD MAY BE PLANTED DURING THE PERIOD, NOVEMBER 15 TO MARCH 1, WHEN THE SOIL AND SOD IS WORKABLE AND WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT. IF SOD IS PLANTED BETWEEN NOVEMBER 15 AND MARCH 1, THE CONTRACTOR WILL MAINTAIN THE SOD UNTIL 20 DAYS AFTER THE BEGINNING OF THE SPRING SOD SEASON.
8. SOD SHALL BE CAREFULLY PLACED IN THE DIRECTION PARALLEL WITH THE SLOPE OF THE AREA TO BE SODDED. SOD STRIPS SHALL BE BUTTED TOGETHER BUT NOT OVERLAPPED WITH THE SEAMS STAGGERED ON EACH ROW.
9. WHERE THE WIDTH OF THE DISTURBED AREA TO BE SODDED EXCEEDS 18 INCHES, THE AREA SHALL BE WIDENED TO A UNIFORM SIZE BY REMOVING ENOUGH EXISTING TURF FROM BEHIND THE DISTURBED AREA, CREATING AN AREA WHOSE WIDTH IS A MULTIPLE OF 18"(WIDTH OF SOD ROLL) AND CREATE A CLEAN EDGE.
10. FERTILIZER SHALL BE 20-10-5 COMMERCIAL FERTILIZER OF THE GRADE, TYPE, AND FORM SPECIFIED AND SHALL COMPLY WITH THE RULES OF THE STATE OF KANSAS DEPT. OF AGRICULTURE. FERTILIZER SHALL BE IDENTIFIED ACCORDING TO THE PERCENT N, P, K, IN THAT ORDER.
11. ALL SOD ON SLOPES GREATER THAN 5:1 AND WITHIN DETENTION AREAS SHALL BE STAKED.
12. SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO HOURS OF PLANTING. DURING FIRST WEEK AFTER PLANTING, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF FOUR INCHES BELOW SOD.
13. CONTRACTOR SHALL PROVIDE FULL MAINTENANCE FOR SODDED TURF GRASS FOR A PERIOD OF 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, WELL-ROOTED, EVEN-COLORED, VIABLE TURF MUST BE ESTABLISHED. THE TURF GRASS SHALL BE FREE OF WEEDS, OPEN JOINTS, BARE AREAS, AND SURFACE IRREGULARITIES. IMMEDIATELY PRIOR TO ENGINEER'S INSPECTION FOR ACCEPTANCE SOD SHALL BE MOWED.

PLANTING NOTES

1. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES.
2. LOCATE AND FLAG ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL PROTECT EXISTING OVERHEAD AND UNDERGROUND UTILITIES. ANY DAMAGE TO SUCH SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
3. PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
4. 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.
5. ALL PLANT MATERIAL SHALL BE NURSERY GROWN TO MEET MINIMUM SIZE AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ESTABLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION (ANLA). THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
6. ALL TREES SHALL BE CALIPERED AND ANY UNDERSIZED TREES SHALL BE REJECTED. SPECIFIED CALIPER MEASUREMENT FOR TREES SHALL BE MEASURED AT 12" ABOVE THE GRADE.
7. PLANTING OF TREES, SHRUBS, SODDED AND SEEDED TURFGRASS SHALL BE COMMENCED DURING EITHER THE SPRING (MARCH 15--JUNE 15) OR FALL (SEPTEMBER 1 -- OCTOBER 15) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
8. CONTRACTOR SHALL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL HAVE THE LANDSCAPE ARCHITECT APPROVE ALL STAKING PRIOR TO INSTALLATION. FIELD ADJUSTMENTS MAY BE NECESSARY BASED UPON FIELD CONDITIONS (I.E. ROOT BALL AND DROP INLET CONFLICT). ALL ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
9. THE LANDSCAPE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
10. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL SHRUB BEDS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
11. BACKFILL ALL PLANTING BEDS TO A MINIMUM 12-INCH DEPTH WITH PLANTING SOIL MIX. PLANTING SOIL MIX SHALL CONSIST OF ONE (1) PART PERLITE, ONE (1) PART PEAT MOSS, AND TWO (2) PARTS CLEAN LOAM TOPSOIL. THOROUGHLY MIX PLANTING SOIL COMPONENTS PRIOR TO PLACEMENT.
12. ALL LANDSCAPE PLANTING AREAS, EXCLUDING TURF AREAS SHALL BE MULCHED WITH A MINIMUM OF 3-4" SHREDDED HARDWOOD MULCH UNLESS OTHERWISE NOTED ON PLANS.
13. ALL PARKING LOT ISLANDS SHALL BE BERMED TO DISCOURAGE FOOT TRAFFIC.
14. ALL HEDGES SHALL BE TRIMMED TO MAINTAIN A SOLID HEDGE APPEARANCE.
15. ALL PLANT IDENTIFICATION TAGS SHALL REMAIN UNTIL STAFF HAS COMPLETED FINAL INSPECTION.
16. TRENCH LANDSCAPE EDGING IS TO BE USED ON ALL LANDSCAPE BEDS ABUTTING SODDED AREAS.
17. LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND ACCEPTANCE OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DIES, OR DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACED.
18. THE CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).

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Final Development Plan

Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:

#	Description	Date

JOB NO: A18-0979
DRAWN BY: RLK
CHECKED BY: BS
DATE: 02.05.2019

L1

LANDSCAPE PLAN

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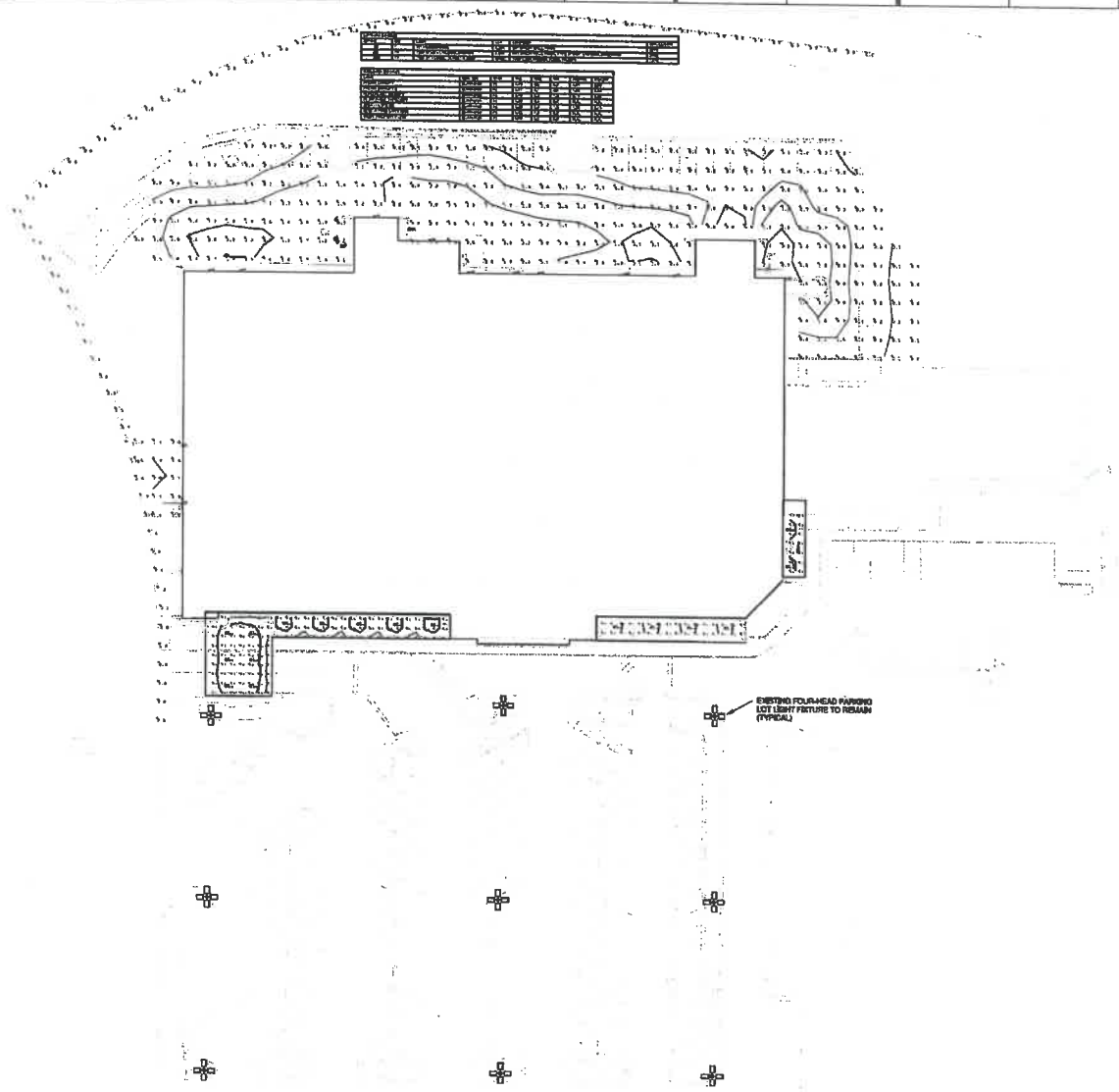

1 ELECTRICAL SITE PLAN - PHOTOMETRICS
1" = 30'-0"

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Final Development Plan

Barstow Kansas Campus
Barstow School
12200 State Line Road
Leawood, KS 66209

REVISIONS:

#	Description	Date

DOUGLAS M. EVERHART LICENSED 18807 KANSAS PROFESSIONAL ENGINEER

Mar 7 2019

JOB NO: 18875
DRAWN BY: HP
CHECKED BY: HR
DATE: 03.08.2019

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KS. CORPORATE NO. E-325
EXPIRES 12/31/2020

E100P

ELECTRICAL SITE PLAN - PHOTOMETRICS

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DOUGLAS M. EVERHART

PROJECT INFORMATION
The Barstow School - Leawood Campus

TYPE OF CONSTRUCTION	II-B (602.2, Non-Combustible, Non-Protected)
OWNER	The Barstow School
OWNER ADDRESS	11511 State Line Road Kansas City, MO 64114
FIRE DEPARTMENT	Leawood Fire Department
ANTICIPATED OCCUPANCY	March, 2020

PROJECT CODES
The Barstow School - Leawood Campus

THE FOLLOWING CODES WERE USED FOR THIS PROJECT:

2012	"IBC"	INTERNATIONAL BUILDING CODE
2012	"IEBC"	INTERNATIONAL EXISTING BUILDING CODE
2012	"IEC"	INTERNATIONAL ENERGY CODE
2012	"IMC"	INTERNATIONAL MECHANICAL CODE
2012	"IPC"	INTERNATIONAL PLUMBING CODE
2011	"IEC"	INTERNATIONAL ELECTRICAL CODE
2012	"IFGC"	INTERNATIONAL FUEL GAS CODE
2009	"IPMC"	INTERNATIONAL PROPERTY MAINTENANCE CODE
2009	"ICC"	ICC A117.1 ACCESSIBLE AND USABLE BLDGS AND FACILITIES
	"NFPA"	NFPA 101 LIFE SAFETY - AS ADOPTED BY CODE AUTHORITY

PROJECT CODE INFORMATION
BUILDING - The Barstow School - Leawood Campus

OCCUPANCY TYPE	GROUP E WITH GROUP A-3 SPACES
TYPE OF CONSTRUCTION	II-B
ALLOWABLE AREA	67,715 ACTUAL AREA 62,629
ALLOWABLE HEIGHT (# of STORIES)	55'-0" (3) ACTUAL 36'-0" (1)
MIXED USE - AREA SEPARATION	NONE (TABLE 508.4)
OCCUPANCY LOAD	
NUMBER OF REQUIRED EXITS	2 PER SPACE GREATER THAN 49 OCC. 3 PER SPACE WITH LOAD 501 TO 1,000 OCC.

	II-B
CONSTRUCTION TYPE	
EXTERIOR BEARING WALLS	0 HOUR
EXTERIOR NON-BEARING WALLS	0 HOUR
INTERIOR BEARING WALLS	0 HOUR
BUILDING SEPARATION	0 HOUR
CORRIDOR WALLS	0 HOUR
PERMANENT PARTITIONS	0 HOUR
STRUCTURAL FRAME	0 HOUR
SHAFT WALLS	0 HOUR
FLOOR/CEILING/FLOOR	0 HOUR
ROOF/CEILING/FLOOR	0 HOUR
EXTERIOR OPENINGS	0 HOUR

FIRE PROTECTION ITEMS

ACTIVE FIRE PROTECTION PROVIDED:
NFPA 13 FIRE SPRINKLER SYSTEM:
- REQUIRED FOR BUILDING HEIGHT AND AREA INCREASES;
- PROVIDED THROUGHOUT BUILDING

FIRE ALARM SYSTEM:
- MANUAL FIRE ALARM SYSTEM NOT REQUIRED WITH SPRINKLERS.
- SMOKE DETECTORS AT HORIZONTAL EXITS FOR HOLD OPENS
- AUDIBLE/VISUAL DEVICES PROVIDED THROUGHOUT COMMON SPACES AND IN CLASSROOMS.

PASSIVE FIRE PROTECTION PROVIDED:
- CORRIDORS - NOT RATED WITH FIRE SPRINKLERS.

EGRESS CALCULATIONS

OCCUPANT LOAD FACTORS
CLASSROOMS - 20 SF PER PERSON
SHOPS AND VOCATION LABS - 50 SF PER PERSON
GYMNASIUM - 50 SF PER PERSON
ASSEMBLY, STANDING SPACE (LOBBY AREAS) - 5 SF PER PERSON (NET) WHEN STANDING ROOM ONLY
ASSEMBLY, CONCENTRATED (NAITING AREAS) - 7 SF PER PERSON (NET) WHEN EQUIPPED WITH CHAIRS ONLY
ASSEMBLY, CONCENTRATED (NAITING AREAS) - 15 SF PER PERSON (NET) WHEN EQUIPPED WITH TABLES AND CHAIRS
OFFICES - 1 PERSON PER 100 SF
CONFERENCE/COMMONS - 1 PER 15 SF
MECHANICAL/STORAGE - 1 PER 300 SF
KITCHEN, COMMERCIAL - 1 PER 200 SF

TOTAL OCCUPANTS FROM TABLE 1004.2.1 = 1342
SIMULTANEOUS USE AREAS = AS INDICATED IN SCHEDULE

OCCUPANT LOAD
BUILDING - The Barstow School - Leawood Campus

TOTAL OCCUPANT LOAD	=	
TOTAL EXITS REQUIRED	=	2 PER SPACE GREATER THAN 49 OCCUPANTS
TOTAL EXITS PROVIDED	=	2 PER SPACE AS REQUIRED
EGRESS WIDTH REQUIRED	=	AS SHOWN PER PLAN
EGRESS WIDTH PROVIDED	=	AS SHOWN PER PLAN

ALLOWABLE AREA CALCULATIONS
BUILDING

EDUCATIONAL (GROUP E) ALLOWABLE AREA CALCULATION

506.1 General. The areas limited by Table 503 shall be permitted to be increased due to frontage (I_f) and automatic sprinkler system protection (I_s) in accordance with the following:

$$A_a = [A_t + [A_t \times I_f] + [A_t \times I_s]] \quad \text{(Equation 5-1)}$$

where:
A_a = Allowable area per floor (square feet).
A_t = Tabular area per floor in accordance with Table 503 (square feet).
I_f = Area increase due to frontage as calculated in accordance with Section 506.2.
I_s = Area increase due to sprinkler protection as calculated in accordance with Section 506.3.

$$I_f = \left[\frac{F}{P} - 0.25\right]\frac{W}{30} \quad \text{(Equation 5-2)}$$

where:
I_f = Area increase due to frontage (percent).
F = Building perimeter which fronts on a public way or open space having 20 feet open minimum width.
P = Perimeter of entire building.
W = Minimum width of public way or open space.

$$I_f = \left[\frac{864}{1038} - 0.25\right]\frac{30}{30} = 0.67$$

$I_f = 0.67$

$$A_a = 14,000 + \left[14,000 \times 0.67\right] + \left[14,000 \times 3\right]$$

$A_a = 14,000 + 9,715 + 42,000$

$A_a = 67,715$ SF ALLOWABLE (GROUP E)

ACTUAL AREA = 62,629 SF
(GROUP E) ACTUAL AREA : ALLOWABLE AREA = 56,313 SF : 67,715 SF = 0.8316

ASSEMBLY (GROUP A-3) ALLOWABLE AREA CALCULATION

506.1 General. The areas limited by Table 503 shall be permitted to be increased due to frontage (I_f) and automatic sprinkler system protection (I_s) in accordance with the following:

$$A_a = [A_t + [A_t \times I_f] + [A_t \times I_s]] \quad \text{(Equation 5-1)}$$

where:
A_a = Allowable area per floor (square feet).
A_t = Tabular area per floor in accordance with Table 503 (square feet).
I_f = Area increase due to frontage as calculated in accordance with Section 506.2.
I_s = Area increase due to sprinkler protection as calculated in accordance with Section 506.3.

$$I_f = \left[\frac{F}{P} - 0.25\right]\frac{W}{30} \quad \text{(Equation 5-2)}$$

where:
I_f = Area increase due to frontage (percent).
F = Building perimeter which fronts on a public way or open space having 20 feet open minimum width.
P = Perimeter of entire building.
W = Minimum width of public way or open space.

$$I_f = \left[\frac{864}{1038} - 0.25\right]\frac{30}{30} = 0.57$$

$I_f = 0.45$

$$A_a = 9,000 + \left[9,000 \times 0.57\right] + \left[9,000 \times 3\right]$$

$A_a = 9,000 + 5,302 + 27,000$

$A_a = 41,302$ SF ALLOWABLE

ACTUAL AREA = 62,629 SF
(GROUP A-3) ACTUAL AREA : ALLOWABLE AREA = 6,316 SF : 41,302 SF = 0.1363

RATIO (GROUP E) + (GROUP A-3) = 0.8316 + 0.1363 = .9680 < 1.0000

ALLOWABLE HEIGHT = 2 STORIES / 55 FEET
ACTUAL HEIGHT = 1 STORY / 36 FEET

Code Schedule - Occupancy Calculations

#	Name	Occupancy Type	Area	SQ FT Per Occ.	Auto Calculated	Concurrent Use	Building Occ. (Net)
Level 1							
102	Clinic	Business Areas	116 SF	100 SF	2.0	No	2
105	New Hire	Business Areas	96 SF	100 SF	1.0	No	1
107	Reception	Business Areas	72 SF	100 SF	1.0	No	1
108	Office	Business Areas	185 SF	100 SF	2.0	No	2
109	Workroom	Business Areas	203 SF	100 SF	4.0	Yes	0
120	Infant	Daycare (Infants)	612 SF	50 SF	12.0	No	12
122	Sleep	Day Care (Sleep Rooms)	350 SF	40 SF	8.0	Yes	0
123	Infant	Daycare (Infants)	605 SF	50 SF	12.0	No	12
124	Sleep	Day Care (Sleep Rooms)	320 SF	40 SF	8.0	Yes	0
130	Indoor Play	Exercise Rooms	3034 SF	50 SF	61.0	Yes	0
132	Outdoor Play	Outdoor Play	3511 SF	75 SF	36.0	Yes	0
134	Wash Area	Exercise Rooms	72 SF	50 SF	2.0	Yes	0
140	Toddler (1-2yr)	Daycare (Toddlers 12-24 mons)	608 SF	75 SF	12.0	No	12
141	Toddler (1-2yr)	Daycare (Toddlers 12-24 mons)	842 SF	75 SF	12.0	No	12
144	Toddler (2-3yr)	Daycare (Toddlers 24-36 mons)	825 SF	51 SF	16.0	No	16
145	Toddler (2-3yr)	Daycare (Toddlers 24-36 mons)	814 SF	51 SF	16.0	No	16
203	School Store	Mercantile - Basement and Grade Floor Areas	256 SF	30 SF	10.0	No	10
204	Cafe	Kitchens, Commercial	230 SF	200 SF	2.0	No	2
205	Warming/Catering Kitchen	Kitchens, Commercial	991 SF	200 SF	4.0	No	4
210	Commons	Assembly, Concentrated (chairs only - not fixed)	1438 SF	7 SF	205.0	Yes	0
211	Lounge Seating	Assembly, Unconcentrated (tables & Chairs)	674 SF	15 SF	45.0	Yes	0
300	Entry	Educational Shops & other Vocational	350 SF	50 SF	8.0	No	0
301	Office	Business Areas	148 SF	100 SF	2.0	No	2
302	Laser Cutters	Educational Shops & other Vocational	200 SF	50 SF	8.0	No	5
304	Makerspace	Educational Shops & other Vocational	1475 SF	50 SF	30.0	No	30
305	Classroom	Educational Shops & other Vocational	744 SF	50 SF	15.0	No	15
306	Classroom	Educational Shops & other Vocational	730 SF	50 SF	15.0	No	15
307	Digital Fabrication	Educational Shops & other Vocational	195 SF	50 SF	4.0	No	4
308	Innovation Space	Educational Shops & other Vocational	2174 SF	50 SF	44.0	Yes	0
310	Break Area	Educational Shops & other Vocational	150 SF	50 SF	3.0	Yes	0
321	Check-In Desk	Business Areas	112 SF	100 SF	2.0	No	2
322	CNC Lab	Educational Shops & other Vocational	200 SF	50 SF	8.0	No	5
324	Welding	Educational Shops & other Vocational	150 SF	50 SF	3.0	No	3
326	Pile Lab	Educational Shops & other Vocational	1255 SF	50 SF	25.0	No	25
327	Robotics	Educational Shops & other Vocational	980 SF	50 SF	20.0	No	20
400	Performance Area	Assembly, Unconcentrated (tables & Chairs)	230 SF	15 SF	15.0	No	15
401	Theatre Seating	Assembly, Concentrated (chairs only - not fixed)	1251 SF	7 SF	179.0	No	179
402	Dressing Room	Assembly, Unconcentrated (tables & Chairs)	403 SF	15 SF	27.0	Yes	0
501	Multi-Use	Exercise Rooms	4977 SF	50 SF	100.0	No	65
520	Efforts	Educational Shops & other Vocational	740 SF	50 SF	15.0	No	15
521	Dance	Exercise Rooms	685 SF	50 SF	14.0	No	14
522	Dance	Exercise Rooms	650 SF	50 SF	13.0	No	13

Code Schedule - Occupancy Calculations

#	Name	Occupancy Type	Area	SQ FT Per Occ.	Auto Calculated	Concurrent Use	Building Occ. (Net)
Mezzanine							
602	Admin	Business Areas	112 SF	100 SF	2.0	No	2
604	Admin	Business Areas	139 SF	100 SF	2.0	No	2
606	Admin	Business Areas	135 SF	100 SF	2.0	No	2

Code Schedule - Plumbing Fixture Count

The Barstow School - Leawood Campus

ASSEMBLY (A-3)

Area	Occupants	Plumbing Count W Toilets	M Toilets	Lavs (ea.)	Drink Fount
Theater	194				
Subtotal	194	1.00	0.75	0.67	0.39
		2.00	1.00	2.00	1.00

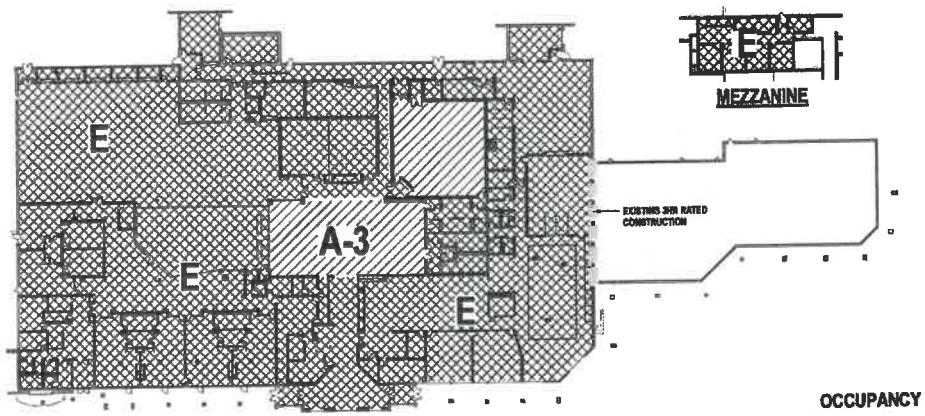
EDUCATIONAL (E)

Area	Occupants	Plumbing Count W Toilets	M Toilets	Lavs (ea.)	Drink Fount
Admin	6				
Kitchen	10				
STEAM	130				
Multi-Use	110				
Subtotal	274	2.74	2.74	2.74	2.74
		3.00	3.00	5.00	3.00

EDUCATIONAL (ECC)

Area	Occupants	Plumbing Count W Toilets	M Toilets	Lavs (ea.)	Drink Fount
ECC (Staff)	20	1.00	1.00	2.00	0.20
Infants*	15	-	-	-	-
Toddlers (12-30 months)*	20	2.00	2.00	4.00	0.20
Toddlers (30-48 months)*	20	3.00	3.00	4.00	0.20
Subtotal	95	6.00	6.00	10.00	0.60
		6.00	6.00	10.00	1.00
Grand Total (Required)*		11.00	10.00	18.00	5.00
Grand Total (Provided)		15	15	34	10

*Not included in overall total



OCCUPANCY TYPE LEGEND
ASSEMBLY
EDUCATION (E)

32' 16' 0' 32'
Project North True North

A7 Scale 1/32" = 1'-0" Overall Code Plan - Level 1 - Occupancy

GENERAL CODE INFORMATION & DETAILS

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100% Design Development

Barstow Kansas Campus
Barstow School
12200 State Line Road
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REVISIONS

#	Description	Date

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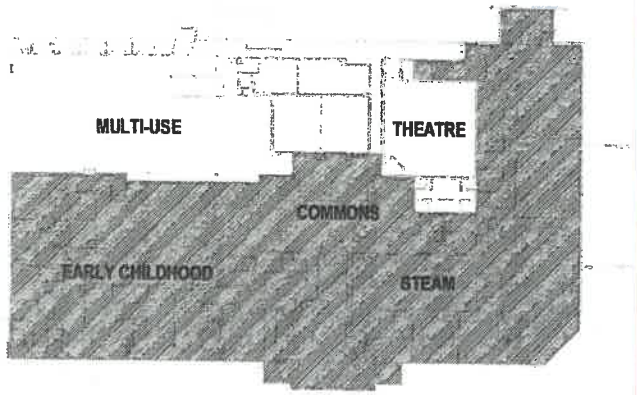
G100

4/8/2019 4:04:22 PM

Code Schedule - Occupancy Calculations - Classroom Use

#	Name	Occupancy Type	Area	SQ FT Per Occ.	Auto Calculated	Concurrent Use	Building Occ. (Net)	Classroom Use
Level 1								
102	Clinic	Business Areas	119 SF	100 SF	2.0	No	2	Yes
106	New Mtcn	Business Areas	96 SF	100 SF	1.0	No	1	Yes
108	Office	Business Areas	180 SF	100 SF	2.0	No	2	Yes
109	Workroom	Business Areas	383 SF	100 SF	4.0	Yes	6	Yes
120	Infant	Daycare (Infants)	610 SF	50 SF	12.0	No	12	Yes
122	Sleep	Day Care (Sleep Room)	350 SF	40 SF	9.0	Yes	9	Yes
123	Infant	Daycare (Infants)	605 SF	50 SF	12.0	No	12	Yes
124	Sleep	Day Care (Sleep Room)	350 SF	40 SF	9.0	Yes	9	Yes
130	Indoor Play	Exercise Rooms	3034 SF	50 SF	61.0	Yes	9	Yes
132	Outdoor Play	Outdoor Play	2011 SF	75 SF	26.8	Yes	0	Yes
134	Wash Area	Exercise Rooms	77 SF	50 SF	2.0	Yes	0	Yes
140	Toddler (1-3yr)	Daycare (Toddlers 12-24 mons)	858 SF	75 SF	12.0	No	12	Yes
141	Toddler (1-3yr)	Daycare (Toddlers 12-24 mons)	843 SF	75 SF	12.0	No	12	Yes
144	Toddler (1-3yr)	Daycare (Toddlers 24-36 mons)	889 SF	51 SF	18.0	No	18	Yes
145	Toddler (1-3yr)	Daycare (Toddlers 24-36 mons)	914 SF	51 SF	18.0	No	18	Yes
203	School Store	Mercantile - Basement and Grade Floor Areas	299 SF	30 SF	10.0	No	10	Yes
204	Cafe	Kitchens, Commercial	229 SF	200 SF	2.0	No	2	Yes
206	Vending/Catering Kitchen	Kitchens, Commercial	681 SF	200 SF	4.0	No	4	Yes
210	Commons	Assembly; Concentrated (chairs only - not fixed)	1438 SF	7 SF	206.0	Yes	0	Yes
211	Lounge Seating	Assembly; Unconcentrated (tables & Chairs)	874 SF	15 SF	58.0	Yes	0	Yes
300	Entry	Educational Shops & other Vocational	399 SF	50 SF	8.0	No	8	Yes
301	Office	Business Areas	149 SF	100 SF	2.0	No	2	Yes
302	Laser Cutters	Educational Shops & other Vocational	206 SF	50 SF	5.0	No	5	Yes
304	Makerspace	Educational Shops & other Vocational	1475 SF	50 SF	30.0	No	30	Yes
305	Classroom	Educational Shops & other Vocational	744 SF	50 SF	15.0	No	15	Yes
306	Classroom	Educational Shops & other Vocational	759 SF	50 SF	15.0	No	15	Yes
307	Digital Fabrication	Educational Shops & other Vocational	199 SF	50 SF	4.0	No	4	Yes
308	Innovation Space	Educational Shops & other Vocational	2174 SF	50 SF	44.0	Yes	0	Yes
310	Break Area	Educational Shops & other Vocational	199 SF	50 SF	3.0	Yes	0	Yes
321	Check-In Desk	Business Areas	102 SF	100 SF	2.0	No	2	Yes
323	CNC Lab	Educational Shops & other Vocational	299 SF	50 SF	6.0	No	6	Yes
324	Welding	Educational Shops & other Vocational	169 SF	50 SF	3.0	No	3	Yes
326	Fab Lab	Educational Shops & other Vocational	1200 SF	50 SF	24.0	No	24	Yes
327	Robotics	Educational Shops & other Vocational	999 SF	50 SF	20.0	No	20	Yes
328	Esports	Educational Shops & other Vocational	749 SF	50 SF	15.0	No	15	Yes
521	Dance	Exercise Rooms	889 SF	50 SF	18.0	No	18	Yes
522	Dance	Exercise Rooms	893 SF	50 SF	18.0	No	18	Yes
Level 1							288	
Mezzanine								
603	Admin	Business Areas	192 SF	100 SF	2.0	No	2	Yes
604	Admin	Business Areas	199 SF	100 SF	2.0	No	2	Yes
606	Admin	Business Areas	199 SF	100 SF	2.0	No	2	Yes
Mezzanine							6	
Occupants							294	

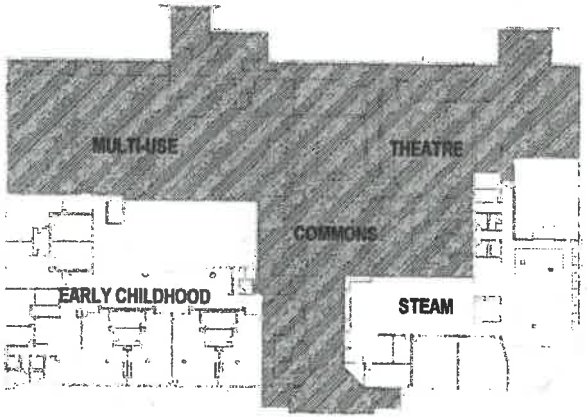


SHELTER OCCUPANT COUNTS CAN BE FOUND ON SHEET G102.

A1 Scale 1/32" = 1'-0" Overall Code Plan - Level 1 - Classroom Use 32' 16' 0' 32' Project North True North

Code Schedule - Occupancy Calculations - Activities Use

#	Name	Occupancy Type	Area	SQ FT Per Occ.	Auto Calculated	Concurrent Use	Building Occ. (Net)	Activities Use
Level 1								
203	School Store	Mercantile - Basement and Grade Floor Areas	299 SF	30 SF	10.0	No	10	Yes
204	Cafe	Kitchens, Commercial	229 SF	200 SF	2.0	No	2	Yes
206	Vending/Catering Kitchen	Kitchens, Commercial	681 SF	200 SF	4.0	No	4	Yes
210	Commons	Assembly; Concentrated (chairs only - not fixed)	1438 SF	7 SF	206.0	Yes	0	Yes
211	Lounge Seating	Assembly; Unconcentrated (tables & Chairs)	874 SF	15 SF	58.0	Yes	0	Yes
326	Fab Lab	Educational Shops & other Vocational	1399 SF	50 SF	28.0	No	28	Yes
400	Performance Area	Assembly; Unconcentrated (tables & Chairs)	225 SF	15 SF	15.0	No	15	Yes
401	Theatre Seating	Assembly; Concentrated (chairs only - not fixed)	1391 SF	7 SF	179.0	No	179	Yes
406	Dressing Rooms	Assembly; Unconcentrated (tables & Chairs)	403 SF	15 SF	27.0	Yes	0	Yes
501	Multi-Use	Exercise Rooms	4977 SF	50 SF	100.0	No	68	Yes
520	Esports	Educational Shops & other Vocational	749 SF	50 SF	15.0	No	15	Yes
521	Dance	Exercise Rooms	889 SF	50 SF	18.0	No	18	Yes
522	Dance	Exercise Rooms	893 SF	50 SF	18.0	No	18	Yes
Level 1							363	
Occupants							363	



SHELTER OCCUPANT COUNTS CAN BE FOUND ON SHEET G102.

E7 Scale 1/32" = 1'-0" Overall Code Plan - Level 1 - Activities Use 32' 16' 0' 32' Project North True North

MASTER KEYNOTE LEGEND

KEY PLAN

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Barstow School
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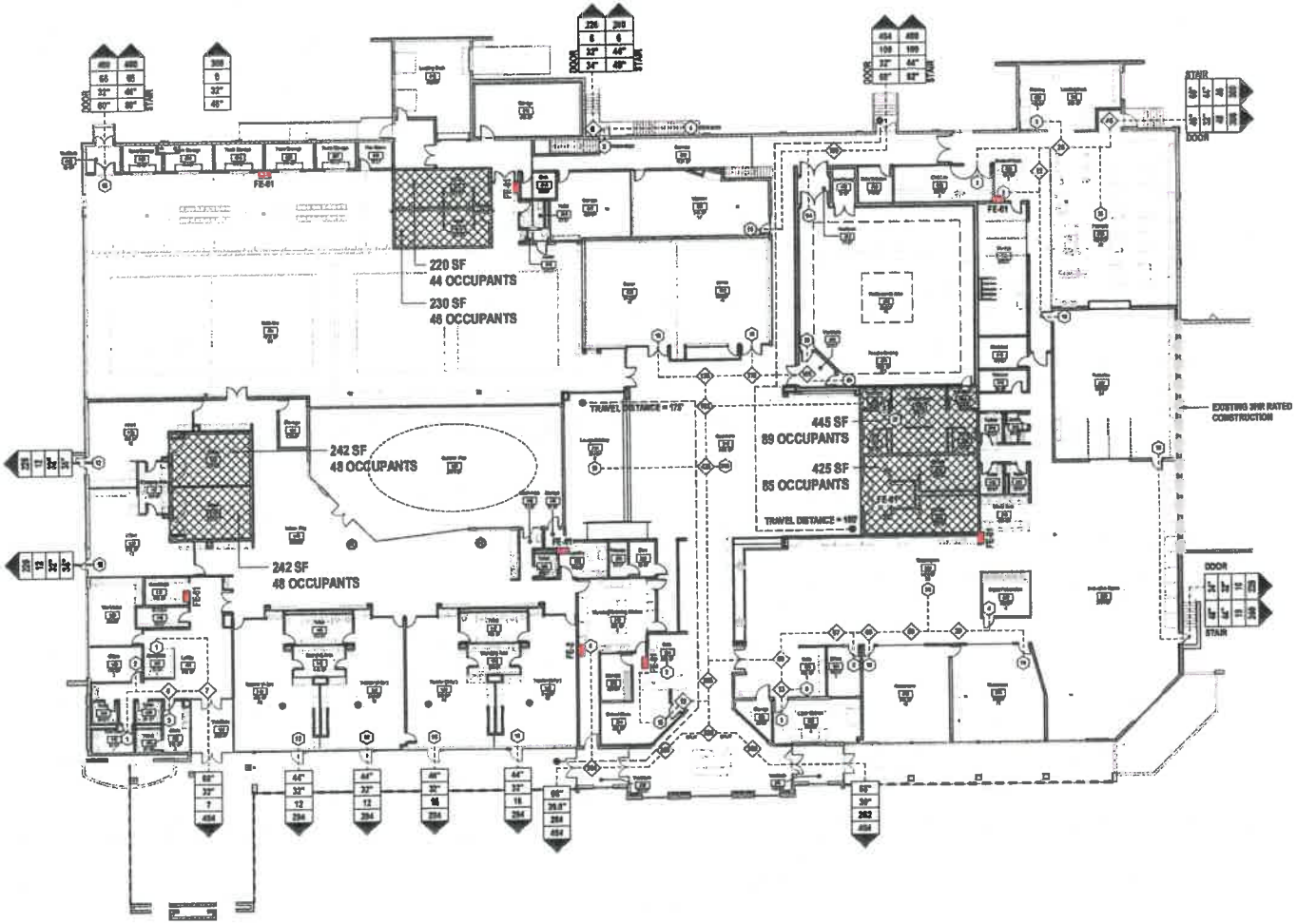
G101

CODE SCHEDULES



CODE LEGEND

FE-61 CLASS A
FE-62 CLASS B

FIRE EXTINGUISHER
FIRE DEPARTMENT CONNECTION
FIRE ALARM CONTROL PANEL
FIRE DEPARTMENT ACCESS (KNOX BOX)

DIRECTION OF EXIT
CAPACITY
ACTUAL # OF OCCUPANTS
EXIT WIDTH REQUIRED
EXIT WIDTH PROVIDED

Classroom
A301
600 SF
30
ROOM NAME
ROOM NUMBER
AREA IN SQUARE FEET
NUMBER OF OCCUPANTS

HIGH HAND AREA
OCCUPANT COUNT
OCCUPANT GUN

hollis+miller architects

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G102

A1	Scale 1/16" = 1'-0"	Overall Code Plan - Level 1

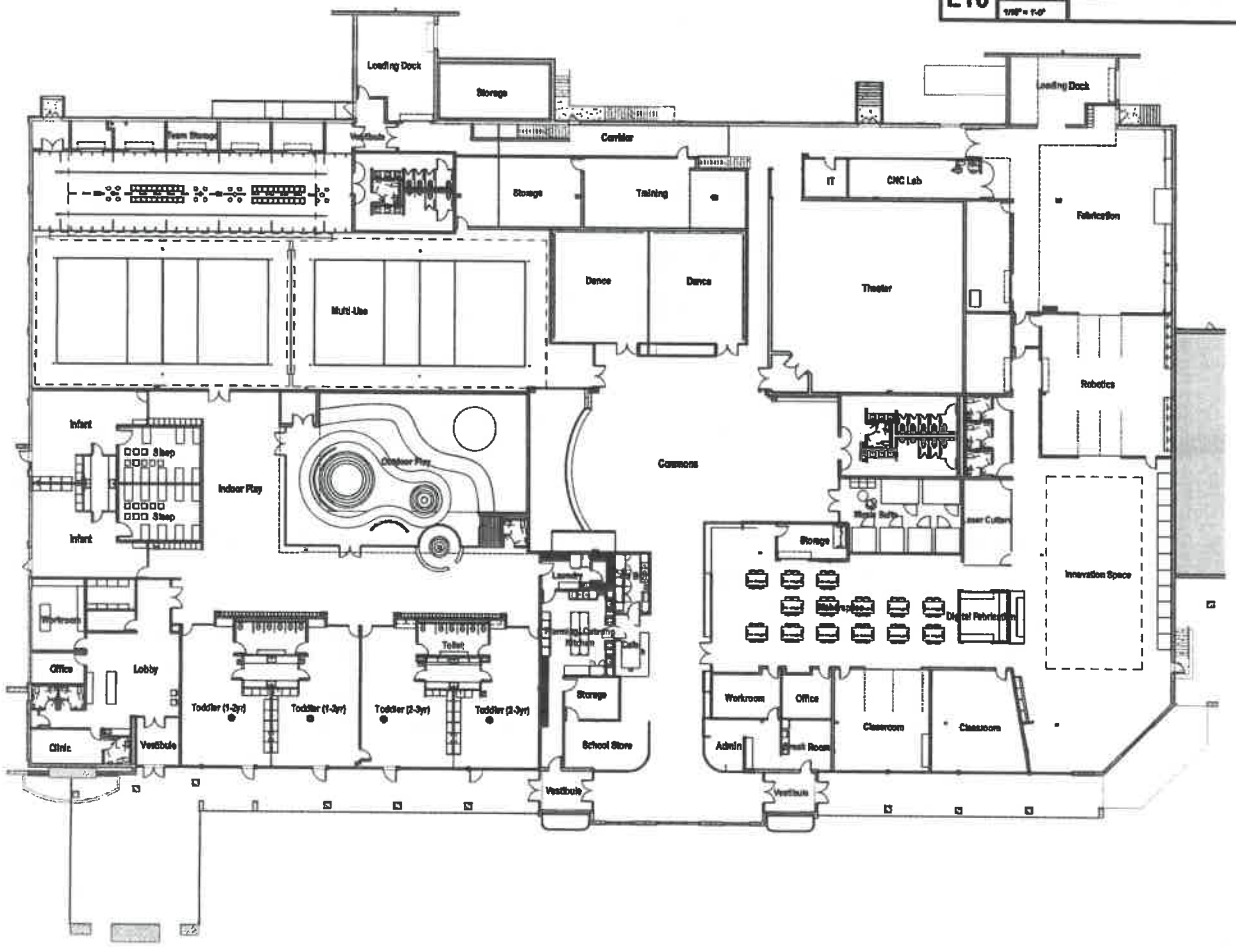
16' 8' 0' 16'

Project North True North

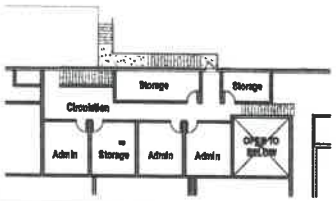
A13	Scale 1/16" = 1'-0"	Overall Code Plan - Mezzanine

Project North True North

CODE FLOOR AN - LEVEL 1



A1	Scale 1/16" = 1'-0"	Overall Floor Plan - Level 1



L10	Scale 1/16" = 1'-0"	Mezzanine Level - Floor Plan

15' 8' 0' 15'

Project North True North

KEY PLAN

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Final Development Plan

Barstow Kansas Campus
Barstow School
12200 State Line Road
Leawood, KS 66209

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KANSAS
ARCHITECT

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DRAWN BY: Author
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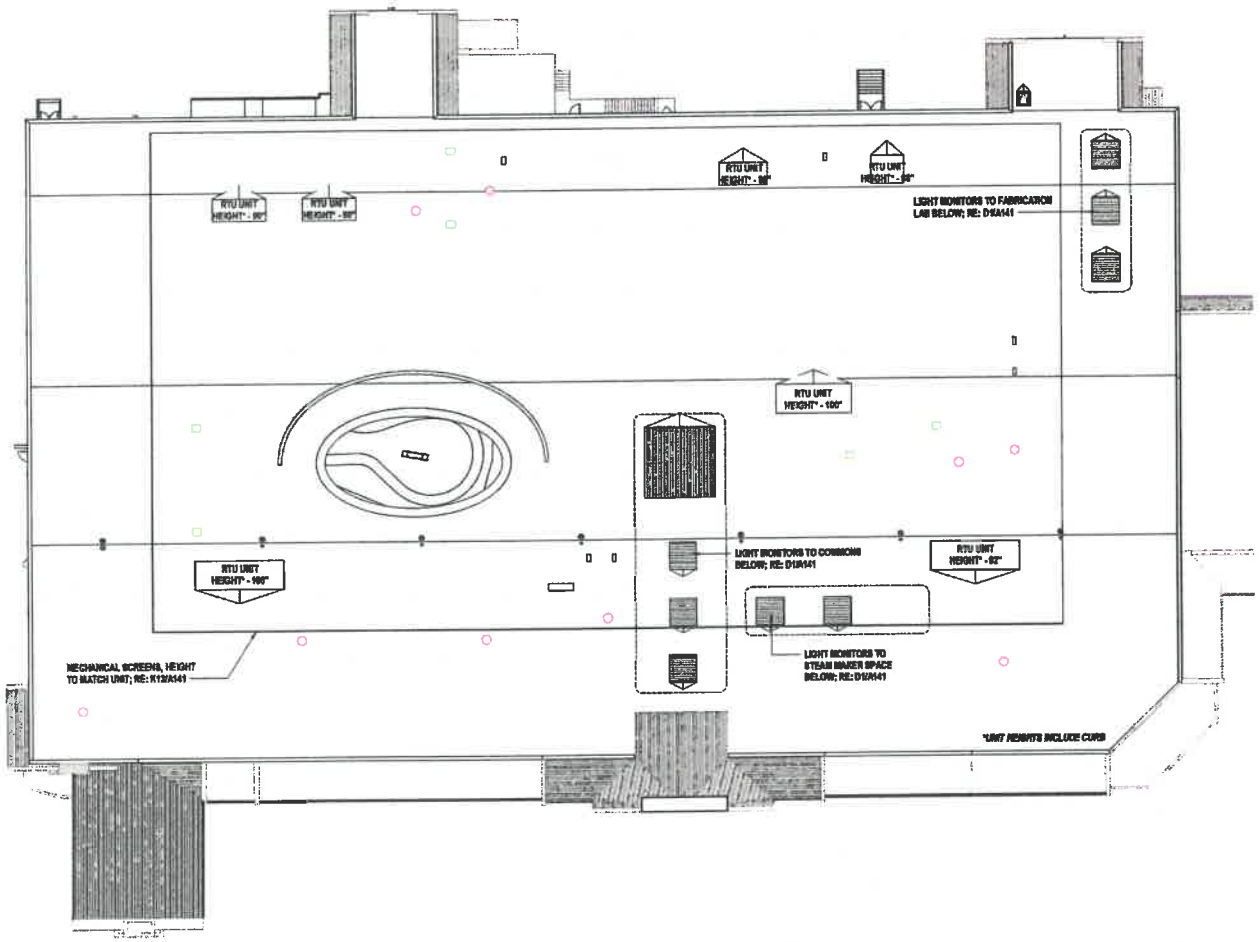
DATE: 06.08.19

A101

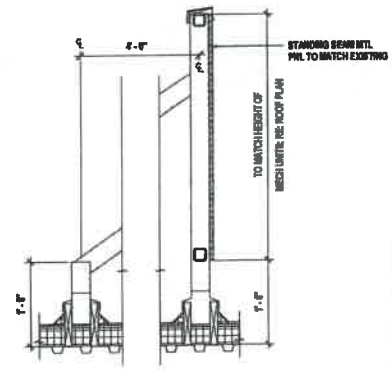
OVERALL FLOOR PLAN



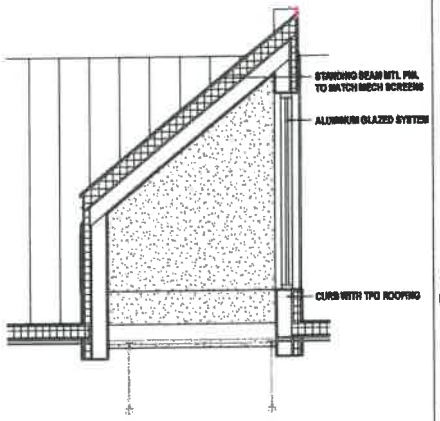
A1	Scale 1/16" = 1'-0"	Overall Roof Plan

16' 8' 0' 16'

Project North True North



K13	Scale 1" = 1'-0"	Typical Roof Screen Detail



D1	Scale 1/2" = 1'-0"	Light Monitor Detail

SHEET NOTES

1. REFER TO PLUMBING DRAWINGS FOR ROOF DRAIN DETAILS
2. REFER TO MECHANICAL DRAWINGS FOR ROOF MOUNTED EQUIPMENT AND CURBS
3. REFER TO PLUMBING DRAWINGS FOR EXPOSED GAS PIPING AND SUPPORTS

KEY PLAN

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Final Development Plan

Barstow Kansas Campus
Barstow School
12200 State Line Road
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A141

OVERALL ROOF PLAN

MASTER KEYNOTE LEGEND

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Final Development Plan

Barstow Kansas Campus
Barstow School
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CHRISTOPHER MARK HEINZ LICENSED 7177 KANSAS ARCHITECT

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A201

EXTERIOR ELEVATIONS - OVERALL

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Final Development Plan

Barstow Kansas Campus
Barstow School
12200 State Line Road
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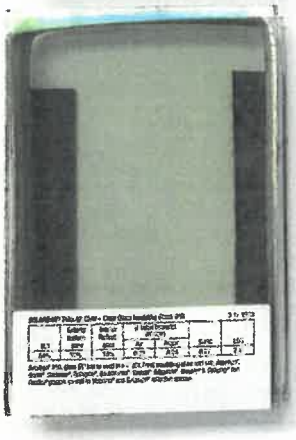
A202

RENDERING

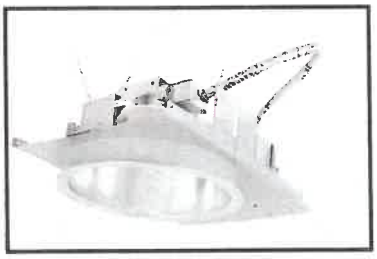
CASE 25-19
THE BARSTOW SCHOOL



MATERIAL BOARD

hollis + miller

we design the future



8" LED Downlight

LC8SL

1000/1400/1800 Lumens
120V-277V, 347V
0-10V Dimming

DATE: TYPE: D1

FIRM NAME:

PROJECT:

LiteFrame

Ceiling Cutout: 8¼"
Maximum Ceiling Thickness 1¼"
For conversion to millimeters, multiply inches by 25.4
Not to Scale

APPLICATIONS:
LiteFrame Commercial LC8SL is a 8" commercial grade LED downlight with available outputs between 1000-1800 lumens. This is suitable to replace most CFL downlighting applications, while realizing substantial energy and maintenance savings. Rated for a minimum of 50,000 hours life (70% lumen maintenance) with ambient plenum temperatures up to 35°C. Free Air Flow around the fixture is required for optimal life performance. This product is not recommended for use with 3rd party "FIREHAT" or insulation barriers.

HOUSING:
One-piece 22 gauge non-corrosive steel platform. Pre-wired J-box with snap-on cover for easy access. Snap-in connection from driver compartment allows easy installation of light engine/trim assembly and can be upgraded to accommodate technology improvements. Approved for 8 (4 in/4 out) No. 12 AWG conductors rated for 90°C through wiring.

REFLECTOR:
High purity aluminum, Alzak, iridescence suppressed, semi-diffuse reflector. Self-trim standard. Painted white self-trim (WT) available as option.

LED LIGHT ENGINE:
The LC8SL uses mid power Nichia LEDs, specifically mixed to provide a minimum of 80 CRI with 3 SDCM color consistency. The use of multiple mid power LEDs allows for optimal thermal management by effectively spreading the heat over a larger area and eliminating hot spots on the LEDs. A diffuse, yet highly transmissive lens obscures the view of the LEDs and creates a smooth, even look from below. The light engine is available in multiple Kelvin temperatures and the system is designed to provide optimal life and lumen maintenance (50,000 hours at 70% lumen maintenance). The reflector/light engine assembly is mechanically retained to the housing.

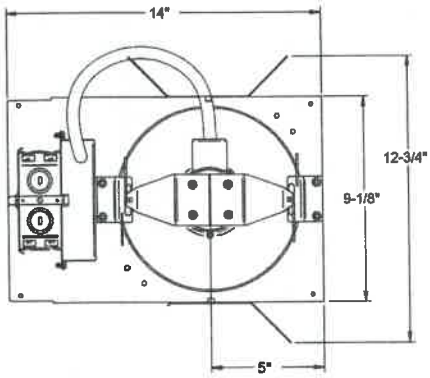
LED DRIVER:
The LC8SL utilizes a constant current LED driver. This same driver is capable of running all three different lumen outputs, resulting in a reduction of housing skus and simplified specification. The driver is UL8750, Class II compliant and universal 120V-277V.

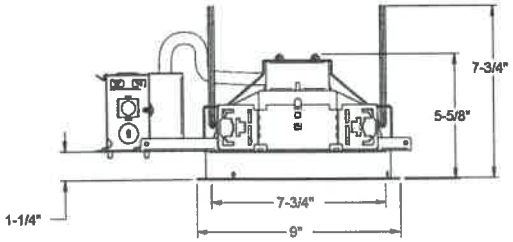
DIMMING:
Comes standard with flicker-free 0-10V dimming to 10%. 0-10V to 1% dimming option is also available. See list of compatible dimmers on page 3. For the sizing of the control circuit, the dimming circuit may require up to 2mA of sink current.

INSTALLATION:
Light commercial bar hangers included. Universal adjustable mounting brackets also accept ½" EMT conduit or 1½" or ¾" lathing channel (by others) or Prescolite 24" bar hangers (B24 or B6).

CERTIFICATIONS:
CSA certified to US and Canadian safety standards. Suitable for wet locations (EM and EMR damp location). ENERGY STAR Qualified.

WARRANTY:
5 year warranty. See www.prescolite.com for details.





LC8SL 10L & 14L

***See page 4 for LC8SL 18L line art**
***See page 4 for LC8SLEM line art**
***See page 4 for LC8SLCP line art**

Order housing, reflector, and accessories separately

CATALOG NUMBER: EXAMPLE: LC8SL-8LCSL14L35K9WT

HOUSING	DRIVER OPTIONS	VOLTAGE	HOUSING OPTION
❑ **LC8SL** Standard Lumen 0-10V Dimming to10% 120V-277V	*Standard 0-10V 10% Dimming* ❑ **DM1** 0-10V 1% Dimming	*Standard 120V-277V* ❑ **347**[4,7] 347V	❑ **EM**[2,4] Integral Battery Pack ❑ **EMR**[5] Remote Battery Pack ❑ **CP**[3,6] Chicago Plenum

TRIM APERTURE	OUTPUT	KELVIN	CRI	REF. FINISH/ COLOR OPTION	REFLECTOR OPTIONS
❑ **8LCSL** Standard Lumen Clear Alzak Reflector	❑ **10L** 1000 Lumen ❑ **14L** 1400 Lumen ❑ **18L** 1800 Lumen	❑ **27K** 2700 Kelvin ❑ **30K** 3000 Kelvin ❑ **35K** 3500 Kelvin ❑ **40K** 4000 Kelvin ❑ **50K** 5000 Kelvin	❑ **8** 80+ CRI ❑ **9** 90+ CRI	*Standard Semi-Diffuse Clear Alzak* ❑ **WH** Painted Matte White Reflector and Flange	❑ **WT** Painted White Flange only ❑ **WF** Wide Flange ❑ **EM**[2,4] Integral Battery Pack ❑ **CP**[3,6] Chicago Plenum

ACCESSORIES
❑ **B24** Set of two(2) 24" bar hangers for T-bar ceilings
❑ **B6** Set of two (2) bar hangers for ceiling joist up to 24" centers
❑ **SCA8D_** Sloped ceiling adapter (see note on page 4)
❑ **LiteGear**[1] Inverter, single phase central lighting, 125VA-250VA
❑ **LPS Series**[1] LitePower micro-inverter, 20VA-55VA

[1] See Central Inverter compatibility note and web links on page 3.
[2] EM must be selected on both the housing and the trim.
[3] Not compatible with EM or EMR
[4] Damp location only
[5] Compatible with EMR only
[6] CP must be selected on both the housing and the trim
[7] Not compatible with CP

prescolite
A Division of Hubbell Lighting, Inc.

In a continuing effort to offer the best product possible we reserve the right to change, without notice, specifications or materials that in our opinion will not alter the function of the product.
Web: **www.prescolite.com** • Tech Support: **(888) 777-4832**

LITEPAK SERIES LNC3

Cat.#	
Job	Type: W1

HUBBELL Outdoor Lighting

Approvals

SPECIFICATIONS

Intended Use:
The midsized LNC3 is designed for perimeter illumination for safety, security and identity. No uplight and lower glare lens option offer neighbor friendly lighting at typical mounting heights of 8-20'. Units have protective polyester finish for long lasting appearance. Ideal for schools, factories, hospitals, warehouses and retail applications. Energy efficient LEDs provide 70%+ energy savings with little to no maintenance when compared to traditional light sources.

Construction:
Die-cast aluminum housing protects components and provides an architectural appearance. Casting thermally conducts LED heat to optimize performance and long life. Powder paint finish provides durability in outdoor environments. Four 1/2" conduit entries (top, bottom, and sides) provided for surface conduit.

Electrical:
- 120-277, 347 and 480 voltage, 50/60Hz, 0-10V dimming drivers
- Electronic driver
- 10kA surge protection

LED(s) CCT:
- Ambient operating temperature -40°C to 40°C
- 3000K, 4000K and 5000K CCT nominal with 70 CRI
- Available in 2 or 24 LED configuration, see page 2 for electrical and photometric data

Lenses:
- Zero uplight distributions using individual acrylic LED optics provide IES type II, III and IV distributions
- CS - Frosted acrylic diffuser option for reduced glare
- CSU - Frosted acrylic diffuser for inverted "up" mounting applications (lens required)

Lumen Maintenance:
L89 at 60,000 hrs (Projected per IESNA TM-21-11), see table on page 2 for all values

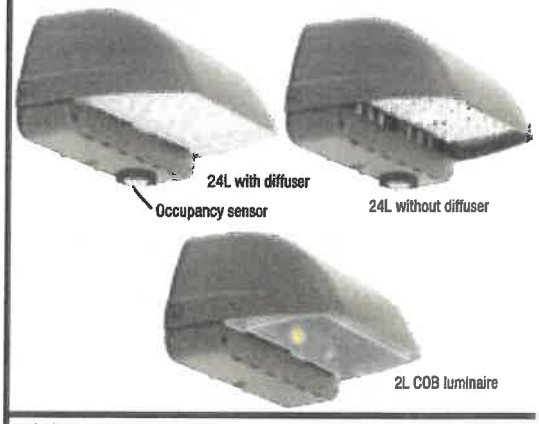
Installation:
Quick-mount adapter with gasket seal provides easy installation to wall or to recessed junction box (4" square junction box). Fixture attaches by two Allen-head hidden fasteners for tamper resistance.
Designed for direct j-box mount or conduit feed on all four sides in single SKU.

Options/Controls:
- Button photocontrol for dusk to dawn energy savings
- 7-pin photo-receptacle available for twist lock photocell and controls by others
- Occupancy sensor options available for complete on/off and dimming control
- SiteSync pre-commisioned wireless controls (with or without sensor)
- In addition, LITEPAK can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details.

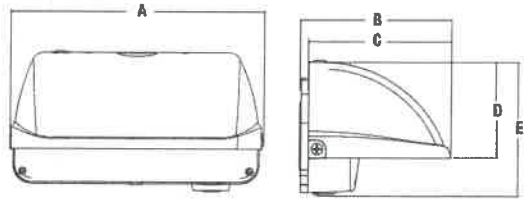
Listings:
- DesignLights Consortium® (DLC) qualified. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Listed to UL1598 and CSAC22.2#250.0-24 for wet locations
- IP65 Assembly • IDA Approved (3000K configurations)

Warranty:
Five year limited warranty (for more information visit: http://www.hubbelloutdoor.com/resources/warranty/

PRODUCT IMAGE(S)



DIMENSIONS



A	B	C	D	E	Weight / BBU
13"	10.5"	9.9"	5.8"	8.3"	18 lbs.
330.2 mm	266.7 mm	251 mm	147.3 mm	210.8 mm	8.2 kg

CERTIFICATIONS/LISTINGS

C US

*3000K and warmer CCTs only

SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC3-24L	18.0 (8.2)	15.8 (40)	11.0 (28)	13 (33)	1

ORDERING INFORMATION — ORDERING EXAMPLE: LNC3-24L-3K-105-2-1-DB-7PR-SCP

LNC3 - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ]

FAMILY	NUMBER OF LEDS	CCT	DRIVE CURRENT	IES DISTRIBUTION	VOLTAGE	FINISH	CONTROL OPTIONS	OPTIONS
LNC3 Medium Litepak Wallpack	24L 24LEDs	3K 3000K	035 350mA	2 Type II	U 120v-277v	DB Bronze	PCU Universal Button PC	F[1] Fusing (must specify voltage per footnote)
		4K 4000K	050 500mA	3 Type III	1 120v[1]	BL Black	7PR[6] 7pin PCR	CS Frosted acrylic diffuser
		5K 5000K	075 750mA	4 Type IV	2 208v[1]	WH White	SCP[3,4] Programmable occupancy sensor	CSU[2] Inverted/Up mounting frosted acrylic diffuser (required for up/inverted fixture installations, factory install only see page 3)
			105 1050mA		3 240v[1]	GR Gray	SWP[7,10] SiteSync pre-commisioned	E[1,5] Integral battery backup rated for 0°
					4 277v[1]	PS Platinum	SWPM[4,7,8,10] SiteSync pre-commisioned w/ occupancy sensor	EH[1,5] Integral battery backup with heater rated for -30°C
					5 480v[1]	CC Custom Color		2DR[9] Dual Drivers
					F 347v[1]			

[1] Must specify voltage (120 or 277V only for E/EH options)
[2] Factory Install Only. Not available with SCP or SWPM sensor/control options
[3] Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings, 120-277V only.
[4] PCU option not applicable, included in sensor (8F = up to 8ft, 20F = up to 20ft)
[5] 350mA, 500mA & 750mA versions only. Not available with F, SWP or SWPM options.
[6] Accepts standard 3, 5, and 7-Pin ANSI controls (by others). Not available with PCU, SWP or SWPM control options
[7] Must specify group and zone information at time or order. See www.HubbellLighting.com/products/sitesync for future details
[8] Specify time delay; dimming level and mounting height
[9] 750mA and 1050mA versions only, not available with 347/480V
[10] 1050mA only, not available with 347V or 480V

STOCK ORDERING INFORMATION — 2L COB MODELS

CATALOG NUMBER	DESCRIPTION	DISTRIBUTION	WATTAGE	LUMENS	LPW	VOLTAGE	# OF DRIVERS @ DRIVE CURRENT	WEIGHTS LBS. (KGS)
LNC3-2L4K-075	2 LED - 60W Configuration, 4000K, Dark Bronze	Type IV	62.0	5,857	94.8	120-277	1 @ 750mA	16(7.3)
LNC3-2L4K-105	2 LED - 90W Configuration, 4000K, Dark Bronze		87.4	7,721	86.1		1 @ 1050mA	
LNC3-2L5K-105	2 LED - 90W Configuration, 5000K, Dark Bronze		87.4	7,288	82.0		1 @ 1050mA	
LNC3-2L4K-105-7PR	2 LED - 90W Configuration, 4000K, Dark Bronze, 7-Pin		87.4	7,721	86.1		1 @ 1050mA	
LNC3-2L4K-105-SCP	2 LED – 90W Configuration, 4000K, Dark Bronze, SCP		87.4	7,721	86.1		1 @ 1050mA	

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Catalog 250-13

Maverick® II
Commercial Packaged Rooftop Systems

Heating and Cooling
Models MPS 015F–017F, 020G–026G and 030F–075F
15 to 75 Tons
R-410A Refrigerant

RTU-1,2,5,6,7

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RECORD MEMORANDUM

To: Richard Coleman
Travis Torrez
Mark Kline
Jessica Schuller
Jeff Schutzler
Scott Branton
Trent Gareis

Project No. 18075

Subject: Code Review of ICC-500 Requirements

Date: 4/10/2019

Project Name: Barstow Leawood Campus

By: Trent Gareis

A meeting was held on 04/09/2019 and to the best of this writer's knowledge, this is what transpired. Should there be any error, additions, modifications, and/or clarifications required to this memorandum, please inform this writer, in writing, within ten (10) days.

Project discussion

- H+M (Jeff Schultzer) outlined project approach to stipulation 9 to provide storm shelters in accordance with ICC-500.
    - Storm shelters dispersed throughout the project due to existing structure limitations. Locations consist of Infant Sleep Rooms in the ECC, Toilets in the Multi-Use, and Dressing Room/Toilets in the Commons.
    - All shelters are CMU block with slab on deck roof to meet ICC-500 high wind and missile impact structural requirements. All ventilation requirements are met through natural ventilation. Restroom requirements met in the Multi-Use and Commons storm shelter, but not met in ECC storm shelter since exempt as Group E day care facility. Restrooms in this area cause hardship for the day to day use of the infant sleep rooms. All doors swing in (based on daily occupant use) so that in an event if doors are blocked, they can still be opened to exit the shelters.
    - Outlined two highest occupancy scenarios anticipated (Classroom and Activities Use) for building. Classroom Use anticipates 294 occupants, and Activities Use anticipates 352 occupants. Storm shelters hold total occupancy of 360 occupants.

Comments

- Approach is acceptable based city's anticipated future adoptions of IBC 2018.
- Acceptable approach not to provide restrooms at ECC storm shelter since not required by future code due to the exception of Group E day care facilities. As designed, ECC shelter exceeds future code requirements for this space.
- Updated code plans to be sent for reference.

we design the future

Additional Discussions

- H+M proposed new approach to mechanical screen wall approach to simplify layout and clean up façade appearance.
    - Approach acceptable to city as long as wall matches height of units; H+M to provide updated roof plan and elevations for record.

END OF MEMORANDUM

pc:

Barstow INTERACT Meeting Notes
3/14/2019 – 6:30pm
12130 State Line Road
Leawood, KS 66209

Meeting Questions & Answers

- Q: You mentioned a theater – I would image it is small, correct?
  - A: Yes, the theater will be a smaller, black-box type design, seating approximately 200 people
- Q: How have things changed since the first neighborhood meeting? Between the City and the neighboring businesses, for example?
  - A: The biggest difference is the planned greenspace to the east of the property (middle of parking lot) was not approved by all property owners in the Leawood Plaza and thus is not moving forward at this point.
- Q: We received a survey from the Barstow School but is was confusing. Are you asking about what we want to see in the building or in the shopping center in general?
  - A: The survey was designed to seek community interest in different types of services and programming the Barstow School may offer in the campus building.
- Q: Is there an outdoor play area for the daycare?
  - A: No, due to concerns over safety, traffic, etc. Our plan does allow for an indoor play area that is enclosed but open from above.
- Q: When do you hope to begin construction?
  - A: Once the final development plan is approved by the city and the construction budget and timeline is finalized and agreed to.
- Q: What exactly does the Barstow School own? The whole center or specific buildings?
  - A: Essentially the former building formerly occupied by Hy-Vee at 12200 State Line Road, as well as the parking lot in front, up to the access road adjacent to State Line Road and the parking spaces directly to the rear (west) of the building.
- Q: Are you considering an upgrade to the dumpsters in the back of the center?
  - A: Not at this time.
- Q: Do you own the berm behind the building?
  - A: That area is shared/common space owned and managed by all the property owners in the Leawood Plaza.
- Q: What are the specifics around "street trees" versus "sight and sound barrier trees"?. What is specified for the property?
  - A: The City of Leawood has specified additional landscaping, which we intend to follow and incorporate. Please see Planning Commission for specific details.
- Q: Do you expect your parking to overflow in the City streets?
  - A: No. We do not anticipate this to be an issue or need, given the intended use of the facility and flow of students in and out of the building (students will be dropped off via vans/small buses). We do not plan any reduction in the current number of parking spaces.

- Q: Do you plan any repair or replacement to the parking lot in the Leawood Plaza?
    - A: We plan to patch and repair our parking lot area where needed, but do not plan to replace the entire parking lot surface at this time.
- Q: Can we (the community) influence the incorporation of the original greenspace design?
    - A: Not that we are aware of.
- Q: There is currently no stop sign on the southwest corner of the property. Do you plan to put one in?
    - A: To our knowledge, no additional street signs or roadway improvements are planned at this time.
- Q: Does the Barstow School own any other buildings in the Leawood Plaza?
    - A:. No
- Q: There was some discussion of an additional stop light on State Line at the north end of the property. Is this part of the plan?
    - A:. No, this is not part of the Barstow project. It is our understanding that the City of Leawood may look at this (traffic flow) in the future and assess the need.
- Q: Where will the entrance and exit be for the daycare and Barstow facility in general?
    - A: There will be various entry/exit and flow options – i.e. we expect all current access points to be used as they are today, but with less traffic then there was when the grocery store was operational.
- Q: Does the Barstow School have any say in the types of businesses that lease here in the Leawood Plaza?
    - A: No. We understand and support the City of Leawood Planning Commission requirements and ordinances and support any business that adds value to both the community and our center operating within the Leawood Plaza.
- Q: Will there be additional programs for non-Barstow School children?
    - A: Yes!
- Q: Are you still planning to open this fall?
    - A: It is not likely. However, our interest is opening as soon as possible.
- Q: Has the City Planning staff approved the plans?
    - A: Our initial plans and SUP (Special Use Permit) request received approval by the Planning Commission and City Council. We are optimistic we will receive similar support for our Childcare specific proposal (see next steps below).
- Q: Have there been any "stumbling blocks" in the process and is there anything we (the neighboring community) can help with?
    - A: None thus far and we appreciate your support. Please feel free to attend the upcoming planning and council meetings to voice your support of the plan.
- Q: What signage will you put up?
    - A: Our building signage will be in complete compliance with the City of Leawood requirements for such.

Next Steps

- City of Leadwood Planning Commission Meeting on 3/26 at 6pm

- City of Leawood Council Meeting on 4/1

Meeting Adjourned

The BARSTOW School

The Barstow School INTERACT Meeting
12136 State Line Road, Leawood, Kansas 66209
Thursday, March 14, 2019 - 6:30pm

	Name	Address	Subdivision	Phone	Email
1	Dan Adler	12123 Sagamore Rd	Pembroke Court	913-205-1631	dan@dadigital.com
2	JIM SIMPSON	1948 W 127TH TERR	FOXBOROUGH	913-317-848	JSIMPSON6@SBCGLOBAL.NET
3	Jill Jacob	12102 SAGAMORE	Pembroke Ct	913-344-2175	jjacob@KC.RR.COM
4	Teresa Bohon	2245 W 122ND TER	Pembroke	913-461-5875	Teresa.Bohon@gmail
5	Lori Clemon	2241 W 122 Ter	Pembroke	913 486 6129	lori.clemon@gmail.com
6	BILL JOHNSON	2209 W 122	"	913 498-8674	billjohnson@hotmail
7	Joe Bob Lake	12210 SAGAMORE RD			jlake10@kc.rr.com
8	David & Beverly Lewis	12130 Sagamore Rd	"	913-649-6657	david-lewis@KC.RR.Com
9	Mary Grimes	12110 Sagamore Rd	"	913-217-7219	mgrimes7@KC.rr.com
10	Mike & Donna Pria	12120 Sagamore Rd	"	913 950 0354	mikepria@theprimeteam.com
11	Don Dixon	12101 Sagamore Rd	"	913-515-0313	ddixon@kc.rr.com
12	Kent & Peggy Fancolly	2205 W. 122nd St	"	816-204-5226	fancolly@aol.com
13	Laurie & Tyler Minx	1004 W. Santa Fe Trail	Verona Hills	816-721-3934	lauriemin x@gmail.com
14	HENRY KLOVER	10955 LOWELL OP KS	Owens Architect	913-649-8181	henry@klover.net
15	Dena Cole	3088 W 132nd Leawood	Wilshire Place		
16	Quentin Cole	" " "		816-728-2739	quentincole@gmail.com
17	Gerald Jones	1100 W. 122nd St	Verona Hills	816 225-3175	gljones
18	Virginia Jones	" "	"		@prodigy.net
19	Jinny O'Donnell (Mary V.)	12113 Sagamore Rd	Pembroke Ct.	660-287-0639	jinnyodonnell@gmail.com
20					
21					

City of Leawood
Planning Commission Meeting
March 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: McGurren, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson. Absent: Hunter, and Elkins.

Mr. Klein: We don't have a Planning Commission Chair or Vice Chair, so the first order of business is to elect a Chair Pro-Tem. I would ask if anybody has any nominations.

A motion to nominate Commissioner David Coleman for Chairman Pro-Tem for the March 26, 2019 Planning Commission meeting; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Mr. Klein: We will have an election of officers at the end of the meeting for Chair, Vice Chair, and Secretary.

Chairman Coleman: I'd like to introduce two new members of the Planning Commission: Steve McGurren and Art Peterson; welcome. Second is the approval of the agenda. Does staff have any changes?

Mr. Klein: No.

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Stevens; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

APPROVAL OF MINUTES: Approval of the minutes from the December 11, 2018 Planning Commission work session and February 26, 2019 Planning Commission meeting.

A motion to approve the minutes from the December 11, 2018 Planning Commission work session was made by Block; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

site parking, located south of 104th Street and west of State Line Road – with all staff stipulations – was made by Belzer; seconded by McGurren. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

CASE 25-19 – BARSTOW SCHOOL – LEAWOOD CAMPUS – Request for approval of a Final Plan and a Special Use Permit for a Commercial Daycare, located north of 123rd Street and west of State Line Road. PUBLIC HEARING

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

Ms. Schuller: This is Case 25-19 – Barstow School – Leawood Campus – request for approval of a Final Plan and a Special Use Permit for a Commercial Daycare. The Preliminary Plan for the Barstow School was approved with Case 107-18 this past October. The proposed Barstow School in Leawood Plaza is an ancillary campus to the existing Barstow School, which is located near 115th Street and State Line Road in Missouri. This new school will serve elementary, middle, and high school students. The applicant proposes the students will be shuttled from the main campus to this ancillary campus, which will house approximately 50-150 students with 10-15 teachers. The applicant also proposes a daycare facility within this ancillary campus for approximately 18 infants and 48 toddlers, which will be open to the Leawood community. The hours of operation for the school are generally 6:30 a.m.-6:30 p.m. The existing retail structure is a one-story, 63,370 sq. ft. building. The applicant does not propose any changes to the existing parking lot, the parking lot lighting, or the number of parking spaces, which meets the requirements of the LDO for schools. The applicant proposes an interior outdoor play area for students in lieu of installing a traditional playground within Leawood Plaza. The applicant is proposing modifications to the eastern elevation of the building, which is the main side of the building. They propose new storefront windows across the eastern façade in place of the stucco infill that is currently there. They're going to update the metal fascia on the building to match what is existing. The applicant also proposes an additional doorway and two windows to be located on the southern elevation and a new accessible ramp and stair landing on the western elevation, which is the rear of the building. The site is currently landscaped. The applicant proposes some additional ornamental trees on the west side of the building on the existing landscaped berm and also within the parking lot island on the south side of the main parking lot. Staff recommends approval of Case 25-19 with the stipulations in the Staff Report, and I'm happy to answer any questions.

Chairman Coleman: Are there questions for staff?

Comm. Block: Again, I appreciate the history since the Preliminary Plan; I think that's very helpful. I thought there was a high number of cut sheets for the HVAC system. It seems unusual. Is there something I missed in the explanation as to why we need to see that many?

Ms. Schuller: Sometimes, the applicant submits more and they don't all get narrowed down for the packet.

Chairman Coleman: Additional questions? We'd like to invite the applicant up to present.

Applicant Presentation:
Ellen Pantaenius, Husch Blackwell, 4801 Main Street, Kansas City, MO, 64112, appeared before the Planning Commission and made the following comments:

Ms. Pantaenius: We have a quick PowerPoint to show so you can see the plans with the minor changes that have been made since the Preliminary Plan. Planning staff went through some of the background information, so I will pass that up, except to point out that the Barstow School did complete its purchase of the property from HyVee in November, 2018 after our Preliminary Plan and Special Use Permit were approved. We are seeking Special Use Permit approval for a daycare center. It's something we contemplated all along, but we have increased the number of toddler students by just a little bit. As we discussed with our Preliminary Plan and original Special Use Permit, we will be expanding robotics and STEAM programming in this space. I do have Jeff Schnitzler with Hollis and Miller Engineering, who will help go through some of the images and describe what the changes are.

Jeff Schnitzler, Hollis and Miller, 1828 Walnut, Suite 922, Kansas City, MO, appeared before the Planning Commission and made the following comments:

Mr. Schnitzler: I'm the architect for the Barstow School. As Ellen mentioned, we'll talk about a few of the additions. Thank you to staff for highlighting those. With the further development of the project, the addition of an additional south egress door and some windows for one of the infant rooms, updating some of the west access in terms of rebuilding existing ramp and stair to make them ADA compliant and bring the building up to code. Then, along the eastern side, everything remains largely the same with the exception of the northeast corner, where some additional glazing is proposed. Again, no changes to the existing parking lot to the east, no changes to the existing drive or access due to the cross-use agreements with the existing other adjacent property owners. We are proposing some new building lighting under the east canopy and along the west to provide better site illumination. There is no new parking lot lighting at this time. At the top elevation, you'll see the existing condition where the building lacks a lot of windows and has a lot of existing stucco. As staff mentioned, the addition of new storefront glazing along the east elevation to provide more life and vibrancy and get daylight in for the students in the school and make it a little more friendly to the neighborhood. There are modifications to the existing entry to update the look. One of the changes from the Preliminary Plan is the entrances to and from the building will remain in their current location but will be updated. Originally, we contemplated an entry off the parking lot, but due to some of the site constraints and safety factors, we kept it the way you see it. The remaining treatment of the elevations is more maintenance and upkeep with the exception of the ramp and stair that we discussed on the rear of the building and the addition of the

door and windows on the south for the infant rooms. You'll see mechanical screens for the rooftop equipment as well as the skylights. Those are vertical glazing. They face north to get nice filtered light without a lot of heat gain so we can bring daylight into the space. We discussed that with staff in terms of that approach versus a traditional skylight. The continued evolution of the floor plan is provided for everybody in terms of the main entry space and how the different program areas will be utilized in the space in terms of STEAM and robotics, black box theater space, and additional multipurpose spaces. The daycare is at the southeast corner adjacent to the existing canopy, which will serve as the secured daycare entry. At the center of the plan, you'll see a figure eight, which is the interior courtyard. It is an outdoor play space at the interior of the building footprint to meet the requirements for outdoor play and to provide a safe and secure environment for the preschool and daycare children. Due to the limitations of the surrounding site, there is not enough clearance to put in a sizable play area without crossing traffic. Signage is not part of this application. The image you see is interior and approximately 15 feet from the glazing. You'll see the modern approach to updating the look of the building. As staff mentioned, we are updating the dated fascia that was originally a sign band so it's more consistent and more in keeping with the image. It will match the existing color, but it will be new material. If there are any questions, we're happy to entertain those.

Ms. Pantaenius: We did have an additional interact meeting where we received very positive input from the surrounding community. Barstow has also sent a survey to residents to try to gather more community input. We are in agreement with all the stipulations in the report with the exception of one, which we would like to respectfully request reconsideration. That relates to No. 9, which is construction of a storm shelter in accordance with ICC 500. We understand that those requirements will be adopted no sooner than May by the city and that thereafter, there would be a 90-day enforcement buffer. We would like some additional time to work with city staff to adopt a plan that works the best for this property. The storm shelter facilities that are already a part of this design are largely in compliance with this, but we would just like the additional opportunity to develop a plan that's tailored to this site.

Mr. Klein: Staff recommends that it actually be constructed to FEMA standards. Currently, however, we don't have an ordinance that requires it. As the applicant mentioned, it is something that is going to be adopted in the new city code before the end of the year. We think it is a good idea since it's a school with children.

Mr. Hafner: There are high-wind areas anticipated as part of the design of the project. The difference is with the terminology when we refer to FEMA shelters, which have certain requirements, and then the ICC 500, which is referenced and overlapped with FEMA, but there are some subtle differences. ICC 500 is specific to that building; FEMA, often times, incorporates federal FEMA funding and may also include community access and different requirements in terms of operation. The ICC 500 standard is specific to this building. Currently, the design anticipates and meets the requirements for the high-wind protection for 250 MPH winds and missile protection. Think of images of Joplin, where 2x4s were blown through walls as well as ventilation and lighting requirements. The area where the current design does not fully comply with

ICC 500 at this time is the requirement of the number of restroom facilities in each of the high-wind areas. To Ellen's point, we would like to have the opportunity to work with city staff to better understand what the implementation looks like and to tailor an approach for meeting the requirements the best we can within the constraints of the adopted ordinances and the intent of the school. That was the reason for the request of the removal of that stipulation. We learned of that requirement Friday and have not had time to work with city staff to get a better understanding of all the implications of that.

Mr. Klein: I talked to the building official before the meeting, and he referenced ICC 500. One of the things he wondered is about the doors' capability for wind protection.

Mr. Hafner: Absolutely.

Mr. Klein: He is absolutely correct; one of the issues of the ICC 500 is requiring bathroom facilities in those areas. I believe currently, they aren't showing any bathroom facilities in those areas. Again, this isn't something that currently is required by the code, but since we will be adopting it within the year, we think it would be a good idea.

Comm. Hoyt: If the stipulation were to be removed, what is the mechanism to make sure that the Final Plan is, in fact, in compliance with ICC 500?

Mr. Klein: That is what the applicant is asking. I think they are willing to make the room safe as far as the wind speeds and objects flying into the room. I don't know if they're proposing to meet all the requirements of the ICC 500.

Mr. Hafner: The question is to better understand all the implications of that, given that we just learned of the stipulation a few days ago as a requirement for something that is not yet adopted. The intent of the design team is to provide wind areas that meet the wind speed, missile protection, ventilation, emergency lighting. At this time, the remaining item is the number of restrooms provided in each of the areas. The strategy for this building is that there is not one large, centralized shelter area, partly because of existing construction and partly to make sure they are located in areas because we are dealing with children of different ages. The stipulation states a singular requirement for the shelter area, and we would like to better understand the city's interpretation of that. We would respectfully request that the stipulation be removed so we can continue to move forward while working with city staff.

Mr. Coleman: We'd be glad to work with them, but we would not want it removed.

Comm. Hoyt: I guess that was my question. How do we do this so that there is a guarantee that this becomes addressed and that you all work together to sort this out? My initial position would be, particularly if the city is moving toward this within the near future and wanting to be cautious and exercise our responsibility to look after public safety, I would want to see some guarantee that there is a mechanism in place so you get together on this.

Mr. Coleman: It could be worded as, "a safe room as approved by the building official that meets the safe room requirements." It looks like there are a couple options that wouldn't be any change to the floor plans but maybe more dealing with the materials.

Comm. Hoyt: Can somebody come up with some alternative language that would be satisfactory?

Mr. Klein: Maybe, "Prior to Governing Body consideration, the applicant shall work with staff to provide a safe room deemed compliant by the City of Leawood building official."

Comm. Hoyt: You want to leave out the reference to ICC 500?

Comm. Coleman: Or keep it in there and add a sentence to it.

Mr. Klein: "To meet ICC 500 or as approved."

Mr. Hafner: What I would request is that the ICC 500 be removed for the time being because the intent is if we add that back in, we're in the same spot. The intent is to provide a safe room. The understanding of the size and the amount of shelter area is yet to be defined. There are criteria to meet ICC 500. Again, this is a unique educational building in terms of the defined number of students. When you look at it based on square footages, the difference in terms of the amount of shelter area may vary greatly. That is one of the reasons we would like to work with city staff to better understand what those requirements are. The intent is to provide shelter rooms or shelter areas to protect the students that are there.

Mr. Klein: It is possible to keep the case moving forward for Governing Body by having it read, "In accordance with the ICC 500 or as deemed in compliance with storm shelter requirements by the building official." That way, it doesn't lock you out, but it also keeps all the issues front and center for Governing Body as well.

Mr. Hafner: I guess another way to do that would be to comply with the Wind Speed and Missile Protection criteria.

Mr. Klein: I'm not a building official. I'm sure there are a lot of different aspects. I would prefer to rely on his expertise. That way, at least it wouldn't lock you into the ICC 500. He would have to review to make sure he felt it met the requirements.

Mr. Hafner: I guess also understanding the timeline in which the city will adopt the new building code because that is part of this as well. We anticipate submitting these drawings prior to the end of the year.

Mr. Klein: I think currently, this application will go to the April 15th Governing Body meeting, which allows us a couple weeks to have discussions.

Comm. Hoyt: The title of the city official who would sign off on this is what?

Mr. Klein: Building official.

Ms. Pantaenius: My thought is if we could eliminate the reference to ICC 500 and just state something to the effect of "deemed in compliance with building requirements or ordinances" so that we are in compliance with Leawood's laws, whatever they may be but not necessarily pulling those requirements into it.

Chairman Coleman: Can we find common ground on that?

Mr. Coleman: It's just that we're looking to the future. Currently, it is not in the code but will be in the code before the end of the year. We're just trying to look ahead.

Comm. Block: I think there is a disconnect. At least what I understand is the ICC 500 requires bathrooms. I think that's a big, expensive item. Mr. Coleman does not reference that.

Mr. Coleman: I think we'd be looking at the existing floor plan and what could be done with it as it is rather than trying to move things around. There are a number of rooms that have bathrooms incorporated into them.

Comm. Block: And you think that's enough?

Mr. Coleman: We would work with them to figure out what would work and what wouldn't work.

Comm. Block: If this facility were built and already operational today and that ordinance gets passed at the end of the year, it's legal, nonconforming with regard to ICC 500. Will the city not issue an occupancy permit because they won't be in compliance with it?

Mr. Coleman: No, we're just trying to address it ahead of time. It would be if they came back with something else for the school later on to add something, they could potentially have to bring it into compliance.

Comm. Block: I'm just struggling with how we hold them to an ordinance that doesn't exist today.

Mr. Coleman: That's true.

Comm. Block: What's the trigger going to be that they will have to conform to it once they're open if they don't do it today?

Mr. Coleman: They don't have to. That's the point technically because it's not in the code now. It depends on when the code is adopted and when they pull their building

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permits. We've seen this coming for more than a year, and we recommend it to schools to adopt it.

Comm. Block: I don't remember the school that was rebuilt on 103rd. Does this apply to that?

Mr. Coleman: I couldn't tell you that right now, but I know other school districts have adopted that standard. They tend to be districts where the school was destroyed like in Alabama and Joplin.

Comm. Hoyt: Mark suggested that we add, "or as deemed appropriate by the city building official."

Mr. Klein: I just figured that would be a way for Governing Body to know that we would be adopting the ICC 500 before the end of the year; however, it also recognizes the fact that the current ordinance, depending on when they pull the building permit, doesn't exist. The applicant indicated a willingness to work with us to do that. It made the Governing Body aware that ICC 500 is going to be adopted but also allowing the applicant to work with us. If it doesn't meet all the things with the ICC, as long as the building official is comfortable with the fact that it meets all the requirements for storm shelters and maybe just doesn't have the restrooms, it could be up to the building official.

Comm. Hoyt: So, we take No. 9, and instead of a period, it is, "or as deemed appropriate by the city building official." If this gets approved with that stipulation and you go to Governing Body with this and still think it's too restrictive, you could take it up with Governing Body at that time, but it would have come on our recommendation that it ought to meet ICC 500 or some very close facsimile of that based on whatever the city building official is comfortable with.

Chairman Coleman: Is that acceptable?

Ms. Pantaenius: Well, it would potentially leave us in the very same position with that higher standard being stated.

Chairman Coleman: I think it also gives you some time between now and the April 15th meeting to come up with something with staff that is more acceptable that they can add in to their report to City Council.

Comm. Hoyt: And if nothing else, you could come to an agreement on what "deemed appropriate" even means because that could hold the key to protecting you as well as the city being able to express its intent of what it really wants. Maybe there could be a meeting of the minds between now and when this goes to Governing Body on what everybody would accept as appropriate.

Chairman Coleman: Or come up with something that you could substitute in for the entire stipulation. Are there any other questions for the applicant? Thank you. This case requires a Public Hearing.

Public Hearing

David Fisher, 12110 Overbrook Court, appeared before the Planning Commission and made the following comments:

Mr. Fisher: What are the hours of operation?

Ms. Schuller: They are generally 6:30 a.m. – 6:30 p.m.

Mr. Fisher: And you say there's going to be a shuttle to bring the children in?

Ms. Schuller: That is correct. The daycare facility will have open hours for drop-off in the morning, but the school will have a shuttle from their main location to this ancillary campus.

Mr. Fisher: The Barstow School at 117th is a mess every morning on State Line. You can't go by; you can't do anything there. There will be 48 children?

Ms. Schuller: The daycare has the potential for that many, yes.

Mr. Fisher: And the storm shelter will be indoors?

Ms. Schuller: Correct.

Mr. Fisher: So, there shouldn't be a line of traffic like there is on 117th?

Comm. Hoyt: It should be less traffic than what HyVee produced, actually.

Mr. Fisher: Will the children be playing outdoors?

Ms. Schuller: I don't believe so. They have a play space located on the interior of the building.

Mr. Fisher: So, there won't be a playground outside?

Ms. Schuller: No, there will not.

Mr. Fisher: Okay. I have no other questions. Thank you.

Chairman Coleman: Thank you. Is there anyone else who would like to be heard?

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As no one else was present to speak, a motion to close the Public Hearing was made by Block; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Chairman Coleman: I was going to ask the applicant if they wanted to address the person's concerns, but he left. Any discussion on Case 25-19?

Comm. Hoyt: I don't know if this is the appropriate time to do that, but I think I need to make a motion to amend Stipulation No. 9.

Chairman Coleman: I think you do that when you do the entire motion. Is there any discussion from the commissioners? Chair will entertain a motion.

A motion to recommend approval of CASE 25-19 – BARSTOW SCHOOL – LEAWOOD CAMPUS – Request for approval of a Final Plan and a Special Use Permit for a Commercial Daycare, located north of 123rd Street and west of State Line Road – with all staff stipulations, changing No. 9 to remove the period and add, "or as deemed appropriate by the City Building official." was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

CASE 32-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-12.4, DISTRIBUTED ANTENNAE SYSTEM (DAS) AND SMALL CELL FACILITIES – Request for approval of an amendment to the Leawood Development Ordinance. **PUBLIC HEARING**

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

Mr. Klein: This is Case 32-19 – Leawood Development Ordinance Amendment to Section 16-4-12.4, Distributed Antennae System (DAS) and Small Cell Facilities. Currently, the City of Leawood is seeing more of these types of facilities. They are a much higher frequency and are much lower to the ground. They are often located on top of light poles. Currently, the LDO has restrictions regarding DAS of a maximum of one per pole and a size limitation of 54 inches in height, 16 inches in diameter and no mounting more than 12 feet above the arm of the light fixture. Additionally, no more than two pieces of equipment can be attached to the pole and no more than 2 feet of exposed wiring going from the radio equipment down, making it internal to the pole. The reason you are seeing this application is the FCC has adopted some new regulations, and the city is responding to them and incorporating them into the LDO because we would be required to follow them. This addresses the aesthetic standards, the time limitation staff has to review and approve these applications, and application requirement. Another factor is that 5G is starting to gain prominences, and as a result, poles might have 4G on there, which meets all the standards we currently discussed; however, it might need the 5G as well with additional requirements of three pieces of equipment. This ordinance responds to that. This ordinance responds to that. Rather than two pieces of equipment, no more

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Memo

To:	Mayor and City Council
From:	Andrew Hall, Assistant City Attorney
Cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development Mark Klein, Planning Official
Meeting Date:	April 15, 2019
Date of Memo:	March 27, 2019
Re:	The Planning Commission recommends approval unanimously (6-0) Case 32-19, Leawood Development Ordinance § 16-4-12.4, Distributed Antennae System (DAS) and Small Cell Facilities

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This ordinance makes changes to the LDO § 16-4-12.4 for Distributed Antenna Systems/Small Cell Facilities (respectively "DAS" and "SCF").

These changes contemplate carriers using three different kinds of poles: street-light poles, non-street light poles, and utility poles. Each pole type will have slightly different aesthetic standards. Under the new FCC Rule, the wireless carriers are entitled to put up their own poles in the right-of-way. These changes restrict the type of pole, attachments, and other aesthetic concerns for these new poles to ensure that any new pole matches existing infrastructure in the City.

The new standards have also been updated to accommodate the new 5G wireless technology. This new technology requires different equipment than the current ordinance allows.

Finally, the updates incorporate the FCC Rule's shot clocks and other considerations for applications. The City is able to require certain components in order for an application to be considered complete, and the new language calls for such additional information. Additionally, there are slightly different tolling provisions under the FCC Rule, which are also accounted for in these updates.

Please contact me or Mark Klein if you have any questions.

PLANNING COMMISSION CHANGES:

- None

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 16-4-12.4 OF THE LEAWOOD DEVELOPMENT ORDINANCE, ENTITLED "DISTRIBUTED ANTENNAE SYSTEMS (DAS) AND SMALL CELL FACILITIES" AND REPEALING EXISTING SECTION 16-4-12.4 AND OTHER SECTIONS IN CONFLICT HEREWITH (PC CASE 32-19)

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

SECTION ONE: Section 12-6-12.4 of the Leawood Development Ordinance is hereby amended to read as follows:

16-4-12.4 Distributed Antennae System (DAS) and Small Cell Facilities (SCF)

This section applies to small cell facilities and the antenna and pole mounted equipment portions of a DAS or SCF. All ground mounted utility boxes associated with DAS or SCF shall be regulated per Section 16-1-4, of this ordinance.

A) Definitions: for the purposes of this Section, these terms shall have the following meanings:

1) **Street-Light Pole**: A pole supporting a light fixture to provide illumination of streets and sidewalks, made of galvanized steel or aluminum, as the case may be.

~~A) **Small Cell Facility**. A small cell facility is defined as a wireless facility which meets both of the following qualifications: (1) each antenna is located inside and enclosure of no more than six (6) cubic feet in volume, or in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (2) primary equipment enclosures that are no larger than 17 cubic feet in volume.~~

2~~B~~) **Distributed Antennae System** (DAS). A network that distributes radio frequency signals and which consists of:

(1) remote communications or antenna nodes deployed throughout a desired coverage area, each including at least one antenna for transmission and reception;

(2) a high capacity signal transport medium that is connected to a central communications hub site; and

(3) radio transceivers located at the hub's site to process or control the communications signals transmitted and received by through antennas

to provide wireless or mobile services within a geographic area or structure.

3) **Non-Street Light Pole**: a pole placed for the sole purpose of supporting Small Cell Facilities or Distributed Antenna Systems, made of steel or aluminum, as the case may be.

4) **Small Cell Facility (SCF)**: A small cell facility is defined as a wireless facility which meets both of the following qualifications: (1) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (2) primary equipment enclosures that are no larger than 17 cubic feet in volume.

5) **Utility Pole**: a pole supporting the distribution of public utilities which may also be capable of supporting DAS/SCF and is constructed of wood; such poles might be located in the public right-of-way or in public/private utility easements.

C) **DAS/SCF Administrative Approval.** All DAS or SCF ~~Small Cell Facilities~~ that meet the following requirements may be installed with the prior approval of the Director of Public Works as being in compliance with this Ordinance. DAS or SCF~~Small Cell Facilities~~ that do not meet the standards below shall require approval of a Special Use Permit as required within Section 16-4-12 of this ordinance.

1) **Distributed Antennae Systems (DAS) or Small Cell Facilities ([SCF]) on ~~City Owned~~Street ~~-~~Light Poles.** Distributed Antennae Systems or Small Cell Facilities may be located on non-decorative, City Owned Street-Light Poles but only if approved by separate agreement with the City of Leawood. At a minimum the systems must meet the standards listed below. City owned street-light poles shall not be considered tower or alternative tower structures for the purposes of this ordinance.

a) All antennae associated with DAS/SCF shall be completely enclosed to screen the antennae from view. Such enclosure shall be a maximum of 16 in. in width by 54 in. in height. The enclosure shall be mounted a maximum of 12 in. above the current height of the pole. The height that the enclosure is mounted above the pole shall not be included in the height of the enclosure. Small cell facility antennae shall not exceed 6~~7~~ cubic feet.

b) A maximum of one enclosure for the top mounted antennae shall be permitted per pole.

c) A maximum of ~~two~~ five additional pieces of equipment shall be permitted to be mounted to the pole with the total area of such

equipment not to exceed a total of 8~~3.5~~ cu.ft., and shall not project from the pole more than 16 in.

d) A maximum of 2 ft. of wiring in total for each installation shall be permitted to be exposed. All other wiring shall be fully enclosed, or screened.

e) All equipment mounted on the light pole shall be mounted a minimum of 8 ft. from grade to the bottom of the equipment.

f) All exterior equipment, including exposed wiring, shall be of materials and color that are consistent with the light pole so as to blend architecturally with the pole.

g) All wiring not within or on the pole shall be placed underground per Section 16-1-4 of this ordinance.

h) All ground mounted equipment associated with DAS/SCF facilities must adhere to screening and landscaping requirements of this code.

2) Distributed Antennae Systems (DAS) or Small Cell Facilities (SCF) on Utility Poles or Non-Street Light Poles.

a) All top mounted antennae associated with DAS/SCF shall be completely enclosed to screen the antennae from view. The enclosure containing the antennae shall be a maximum of 16 in. in width by 30 in. in height. The enclosure of the antennae shall be mounted a maximum of 12 in. above the height of the pole. Small cell facilities antennae shall not exceed 6~~7~~ cubic feet.

b) A maximum of one enclosure for the antennae shall be permitted per Utility ~~p~~Pole.

c) Where allowed by 3rd party agreement, ~~No equipment other than~~only the antennae, associated equipment, screening, or cables shall be attached to the pole.

d) Utility P~~p~~oles to replace existing U~~u~~tility P~~p~~oles so as to host DAS or SCF~~small cell facilities~~ shall not be greater than 5 ft. taller than the original utility pole that is replaced.

e) All exterior equipment shall be of materials and color that are consistent with the pole so as to blend architecturally with said pole.

f) All wiring not mounted to the pole shall be placed underground per Section 16-1-4 of this ordinance.

g) Non-Street Light Poles shall be uniform in color and hollow to allow internal placement of cables associated with any equipment for the DAS/SCF.

(1) Such poles shall match other Street Light Poles within 300 feet of area the new pole is to be placed.

(A) Pole design must be neutral in color and not painted or otherwise decorated, composed of galvanized steel or aluminum, whichever is more prevalent within 300 feet surrounding the new pole location. New, wooden poles will not be allowed for the sole purpose of supporting DAS/SCF equipment.

(B) Such ~~P~~poles must feature a break away base design to ensure safety and conformity with other poles within 300 feet surrounding the new pole location.

(C) ~~The new~~Such poles shall bear a smooth finish and shall not have any protrusions except for necessary antenna and associated equipment. No more than 2 feet of cabling shall be visible on the outside of the pole, all other cabling must be internal. Any visible cabling shall be colored so as to blend with the exterior color of the pole.

(D) Such p~~P~~oles shall be either circular or octagonal, to match other street light poles within 300 feet surrounding the proposed site.

(E) Such p~~P~~oles shall support no more than one top mounted antenna

(2) New Poles shall not exceed the height of Street-Light Poles within 300 feet of the New Pole site, including the height of any antenna or other equipment

(3) Associated equipment to be mounted on the pole shall be mounted no lower than 8 feet above grade from the bottom of the pole and shall not exceed 8 cu. ft.

(4) All equipment attached to or associated with such poles shall comply with all other regulations in this Section. Ground mounted equipment shall comply with 16-1-4 of this code. In no case shall more than 5 pieces of additional equipment beyond the top mounted antenna be attached to any one pole.

(5) All newly erected poles shall be placed in such a way as to not interfere with other users of the public right-of-way; including but not limited to: gas, electric, and other telecommunications utilities, fire hydrants, access drives for residential dwellings, public transportation, vehicular traffic, or pedestrians.

(6) Unless otherwise required by federal, state law or local law, no pole hosting DAS or/ SCF equipment shall include any permanently installed lights. Further, any lights associated with the electronic equipment shall be shielded from public view. Nothing in this subsection shall be construed to prohibit attachment of DAS or /SCF equipment to city-owned street lights ~~, which include a luminaire,~~ where permitted by separate agreement.

h) No attachment to Utility Poles owned by a third-party shall be permitted without a separate agreement with the owner of said pole.

D) Application, Approval, and Timeline for DAS and SCF on any Type of Pole~~Small Cell Facilities~~:

(1) An applicant may submit a single application for an administrative decision granting a permit for installation, construction, maintenance, or repair of a DAS/SCF~~Small Cell Facility~~ where the following conditions are met:

a) Notification in writing that the applicant plans to file a consolidated application; and

b) The application contains no more than 25 small cell facilities of substantially similar design.

(2) The application must file a separate application for any facilities which are not substantially similar to those in the consolidated application.

(3) The City shall approve or deny any such consolidated application pertaining to existing poles within 60 days of receiving a completed application.

a) For applications which contain a mix of new and existing attachment structures, the City shall approve or deny any such consolidated application within 90 days.
b) For applications which contain only newly placed poles, the City shall approve or deny the application within 90 days.

(4) For DAS and SCF applications on an individual basis, the City shall approve or deny such applications within:

a) 60 days for an existing structure or pole; or
b) 90 days for new structure or pole.

(5~~4~~) ~~Incomplete Applications~~Application Requirements

a) Applications must include:
(1) Photo simulations of the attachment to an existing pole, or a New Pole, as may be applicable, from each view angle of the north, south, east, and west of the pole. Where an application contains more than one pole, a general photo simulation will suffice so long as it generally represents all the sites in the application. If an application contains proposed sites with a mix of existing and new poles, at least one photo simulation of each type of site will be required;
(2) An aerial site plan showing the location of ground mounted utility boxes including power supply for the site, sidewalks, streets, other poles in the area, and proposed landscaping locations;
(3) Elevations and dimensions (height, width, depth) of all ground mounted utilities for the site including any pad or pedestal proposed to support the utility box;
(3) Landscaping and screening elements including the size and type of plantings to be used to screen ground mounted utilities in conformance with LDO Section 16-4-7.5; and
(4) A vicinity map showing the property lines and right-of-way, as applicable.

(5) For all equipment listed on either a single or a batch application, the manufacturer's name and model number should be noted along with:

(1) The physical dimensions, including, without limitation, the height, width, depth, volume (total and individual) and weight with mounts and other necessary hardware or attachments.

(2) A technical rendering of all external components, including enclosures and all attachment hardware.

(3) A statement signed and sealed by a Kansas certified public engineer that the design of any pole or replacement pole will safely handle the load stress from any DAS or SCF attachments.

ba) **The City shall notify the applicant within ~~30~~ 10 days if the application is incomplete. The notice shall identify those portions which are incomplete, and provide specific citations to instructions, code provisions, or other law which indicates the information is required. Upon such notice, the time period requirements will be tolled.**

~~b) Applications shall be considered completed in accordance with 16-4-12.3(N).~~

c~~c~~) **If the applicant corrects the deficiencies identified by the City, the applicable time period limits will begin running anew~~again~~ upon receipt by the City of the completed~~correct~~ application.** After receiving a completed application, the City shall notify the applicant within 10 days if the application remains incomplete. Upon such notice of a deficient, second application, the time periods will be tolled.

E) Zoning Location Requirements.

1) Allowable Areas. DAS/SCF systems shall be allowed, subject to approval of a DAS/SCF Permit as required by this ordinance, within all zoning districts.

(Ord. 2695, 10-28-14)
(Ord. 2741, 07-21-15)
(Ord. 2809, 11-01-16)

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: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 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
March 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: McGurren, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson. Absent: Hunter, and Elkins.

Mr. Klein: We don't have a Planning Commission Chair or Vice Chair, so the first order of business is to elect a Chair Pro-Tem. I would ask if anybody has any nominations.

A motion to nominate Commissioner David Coleman for Chairman Pro-Tem for the March 26, 2019 Planning Commission meeting; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Mr. Klein: We will have an election of officers at the end of the meeting for Chair, Vice Chair, and Secretary.

Chairman Coleman: I'd like to introduce two new members of the Planning Commission: Steve McGurren and Art Peterson; welcome. Second is the approval of the agenda. Does staff have any changes?

Mr. Klein: No.

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Stevens; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

APPROVAL OF MINUTES: Approval of the minutes from the December 11, 2018 Planning Commission work session and February 26, 2019 Planning Commission meeting.

A motion to approve the minutes from the December 11, 2018 Planning Commission work session was made by Block; seconded by Hoyt. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Line Road – with all staff stipulations, changing No. 9 to remove the period and add, "or as deemed appropriate by the city building official." was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

CASE 32-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-12.4, DISTRIBUTED ANTENNAE SYSTEM (DAS) AND SMALL CELL FACILITIES – Request for approval of an amendment to the Leawood Development Ordinance. **PUBLIC HEARING**

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

Mr. Klein: This is Case 32-19 – Leawood Development Ordinance Amendment to Section 16-4-12.4, Distributed Antennae System (DAS) and Small Cell Facilities. Currently, the City of Leawood is seeing more of these types of facilities. They are a much higher frequency and are much lower to the ground. They are often located on top of light poles. Currently, the LDO has restrictions regarding DAS of a maximum of one per pole and a size limitation of 54 inches in height, 16 inches in diameter and no mounting more than 12 feet above the arm of the light fixture. Additionally, no more than two pieces of equipment can be attached to the pole and no more than 2 feet of exposed wiring going from the radio equipment down, making it internal to the pole. The reason you are seeing this application is the FCC has adopted some new regulations, and the city is responding to them and incorporating them into the LDO because we would be required to follow them. This addresses the aesthetic standards, the time limitation staff has to review and approve these applications, and application requirement. Another factor is that 5G is starting to gain prominences, and as a result, poles might have 4G on there, which meets all the standards we currently discussed; however, it might need the 5G as well with additional requirements of three pieces of equipment. This ordinance responds to that. This ordinance responds to that. Rather than two pieces of equipment, no more than 3.5 cubic feet, this will allow no more than five pieces, no more than 8 cubic feet. It still limits to one enclosure at the top of the pole. It also has the restriction of no exposed wiring greater than 2 feet, and it has to be internalized to the pole. Additionally, it responds to a right that the providers have as far as placing their own poles. Currently, we've been seeing DAS going on city light poles. They'll replace the poles with theirs that look like city poles. Now, they might have the ability to have their own pole. This ordinance addresses that and tries to ensure the aesthetic is the same with the poles within 300 feet, both in height and style. In addition, this addresses the shot clock, which requires an approval 60 days to add on to an existing pole; a new pole would require 90 days for the approval process. There are also requirements that the applicant would provide, including photo sims. Staff is recommending approval of this ordinance, and I'd be happy to answer any questions.

Chairman Coleman: Any questions?

Comm. Block: Do you have any images of what these look like?

Mr. Klein: Unfortunately, I do not.

Comm. Block: How much different does it look than what is out there today? Is it just slightly bigger?

Mr. Klein: Yes, with just more pieces of equipment.

Mr. Coleman: Probably two more of those little boxes.

Comm. Block: These are the cylindrical things on top of the poles?

Mr. Coleman: There will still just be one on the top. On the pole itself, there could be two more radios, essentially.

Comm. Block: The shot clock language is driven by the FCC?

Mr. Klein: Correct.

Comm. Block: We have to do that with federal law, but how hard is that with our process?

Mr. Klein: The city will have ten days to determine if it is a complete application. We can then toll the clock at the point we get a complete application. I think the city has in place a permitting system that should work well.

Comm. Block: Is the language proposed here model language from somewhere? It seems good to me, but was it pulled from a city that we liked what they were doing?

Mr. Hall: It's taken from a few different places around the area. Initially, the City of Pittsburg, Pennsylvania had a really good system, and several other Kansas cities adopted it. Much of this language is taken from them.

Comm. Block: The desire is to not make it look much different than it does today but still account for new technology.

Mr. Klein: Correct.

Chairman Coleman: Are there other questions? I was going to ask if it was a 24- or 30-second shot clock. I'm in full basketball mode. I'm glad you explained it was a longer duration. This case requires a Public Hearing.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Block; seconded by McGurren. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Chairman Coleman: Is there any discussion on Case 32-19? Chair would entertain a motion.

A motion to recommend approval of CASE 32-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-12.4, DISTRIBUTED ANTENNAE SYSTEM (DAS) AND SMALL CELL FACILITIES – Request for approval of an amendment to the Leawood Development Ordinance – was made by Hoyt; seconded by McGurren. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

PLANNING COMMISSION ELECTION OF OFFICERS

Chairman Coleman: I believe these are one-year terms. We have to elect a Chairman, Vice-Chairman, and Recording Secretary. Are there nominations for Chairman?

A motion to nominate Marc Elkins for Chairman of the Planning Commission was made by Hoyt; seconded by Belzer.

Chairman Coleman: Are there any other nominations for Chairman?

Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Chairman Coleman: Are there nominations for Vice-Chairman?

A motion to nominate David Coleman for Vice-Chairman of the Planning Commission was made by Belzer; seconded by McGurren.

Chairman Coleman: Are there other nominations for Vice-Chairman?

Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Block, Stevens, and Peterson.

Chairman Coleman: We have traditionally done Mark Klein as Recording Secretary. It is in our ordinance that we have to do that. Is there a nomination for Recording Secretary?

A motion to nominate Mark Klein for Recording Secretary of the Planning Commission was made by Hoyt; seconded by Belzer.

Chairman Coleman: Any other nominations for Recording Secretary?

DRAFT

Return to Agenda

17.A.

Leawood, Kansas
Police Department

Memo

To: Mayor Dunn and City Council Members

CC: Scott Lambers, City Administrator

From: Chief Troy Rettig

Date: April 15, 2019

Re: Alarm Ordinance Change

A review of the city's alarm ordinance resulted from the retirement of our Alarm Coordinator and transition to the city's alarm management to Superion LLC. This review resulted in the proposal to eliminate the city's Alarm Appeals Committee due to the fact it is rarely used. Upon the elimination of the committee, we are also proposing appeals from alarm users going to the City Administrator.

Please let me know if you have any questions.

DRAFT

RED-LINE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 11-1007 AND 11-1008 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, REGARDING FALSE ALARMS, 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 11-1007 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

11-1007 FALSE ALARMS; APPEALS

Any alarm user who desires to appeal a false alarm fee imposed pursuant to Section 11-1005 shall submit a written request for a hearing to the Chief of Police or designee within ten (10) business days from the date of the fee notice. The request for a hearing shall include the reason(s) upon which the alarm user relies to support his or her belief that the false alarm did not occur or should not result in a fee. The submission of a written request for hearing shall stay the assessment of the false alarm fee, and the assessment of any related late payment fee, until a decision on the appeal is rendered by the Chief of Police or designee. The Chief of Police or designee may consider the statements and other evidence of the person appealing, as well as the alarm coordinator, and may uphold or set aside the false alarm fee.

Any alarm user who desires to appeal the decision of the Chief of Police or designee may appeal to the ~~City's alarm appeal committee~~ City Administrator. The alarm user must file a written notice of appeal with the City Clerk within ten (10) business days from the date of written notice of the Chief's decision. The ~~alarm appeal committee~~City Administrator shall meet with the alarm user and City staff as soon as practicable to consider the merits of the appeal. The decision of the ~~alarm appeal committee~~ City Administrator shall be final.

The failure of an alarm user to request a hearing or appeal within the above established time periods shall constitute a waiver of the right to contest the assessment of the false alarm fee(s) or other enforcement decision.

SECTION TWO: Section 11-1008 of the Code of the City of Leawood, Kansas, 2000 is hereby amended to read as follows:

11-1008 ALARM COORDINATOR; DUTIES

The Chief of Police shall designate one or more persons to act as the alarm coordinator who shall:

(a) Maintain records necessary to carry out the terms of this Article;

(b) Coordinate with the City's designee for implementation, enforcement, and collection of fees authorized by this Article.

(c) Assist in determining which alarms constitute false alarms as defined in Section 11-1005.
(d) Receive and process appeals~~, and schedule meetings of the alarm appeals committee as necessary~~.

SECTION THREE: Existing Code Sections 11-1007 and 11-1008 and any provisions in conflict herewith are hereby repealed.

SECTION FOUR: 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 FIVE: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

_____

Marcia L. Knight
Assistant City Attorney

DRAFT

CLEAN

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 11-1007 AND 11-1008 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, REGARDING FALSE ALARMS, AND REPEALING EXISTING SECTIONS AND OTHER PROVISIONS IN CONFLICT HEREWITH.

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Any alarm user who desires to appeal the decision of the Chief of Police or designee may appeal to the City Administrator. The alarm user must file a written notice of appeal with the City Clerk within ten (10) business days from the date of written notice of the Chief's decision. The City Administrator shall meet with the alarm user and City staff as soon as practicable to consider the merits of the appeal. The decision of the City Administrator shall be final.

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(b) Coordinate with the City's designee for implementation, enforcement, and collection of fees authorized by this Article.

(c) Assist in determining which alarms constitute false alarms as defined in Section 11-1005.
(d) Receive and process appeals.

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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 FIVE: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

_____

Marcia L. Knight
Assistant City Attorney

Return to Agenda

Governing Body Meeting: 04/15/2019

City of Leawood

17.C. + 17.D.

Memo

To:	**Mayor Dunn and Members of the Council**
cc:	**Scott Lambers**
From:	**Patricia A. Bennett**
Date:	**April 3, 2019**
Re:	**Ranch Mart North CID Ordinance and Redevelopment Agreement**

Mayor Dunn and Members of the City Council:

You have four items regarding Ranch Mart North on your agenda tonight. The first item is under "Planning Commission" on the agenda and pertains to the final plan for redevelopment.

Under "New Business" you will see:

- A Community Improvement District ["CID"] Public Hearing
- A CID Ordinance
- A CID Redevelopment Agreement

The CID Ordinance and CID Redevelopment Agreement are attached.

The Public Hearing is required by statute. After that is closed, and assuming the Planning Commission item was approved, you will next consider the CID Ordinance. The Ordinance approves the creation of a CID and imposes the 1% CID Sales Tax in the District. In this case, the Sales Tax will not commence until July 1, 2020.

The final item is the Redevelopment Agreement. This document sets forth the items which may be reimbursed by CID funds and the procedure for the reimbursement. This Agreement is substantially similar to the Camelot Redevelopment Agreement.

Please let me know if you have any questions.

DRAFT

17.C.

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING THE CREATION OF THE RANCH MART NORTH COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LEAWOOD, KANSAS; AUTHORIZING THE IMPOSITION OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX TO BE COLLECTED WITHIN SUCH DISTRICT; AND APPROVING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (RANCH MART NORTH CID).

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*., as amended (the "Act"), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended;

WHEREAS, the City of Leawood, Kansas (the "City") is a municipality within the meaning of the Act;

WHEREAS, on or about January 16, 2019, a petition (the "Petition") was filed with the City Clerk requesting (a) that the community improvement district described therein (the "CID") be created; (b) that the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act, within the CID in the amount of one percent (1%) (the "CID Sales Tax"); and (c) that certain community improvement district project costs to be incurred with the CID be financed with pay-as-you-go financing, all in accordance with the Act; and;

WHEREAS, said Petition was signed by the owners of all of the land area within the proposed CID, exclusive of right of way;

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, a governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district project therein, and provide

for notice of the public hearing by publication at least once each week for two consecutive weeks in the official City newspaper, with the second publication occurring at least seven days prior to such hearing, and by certified mail to all property owners within the proposed community improvement district, with such certified mail sent at least ten days prior to such hearing;

WHEREAS, on March 4, 2019, the Governing Body of the City adopted Resolution No. 5141 scheduling a public hearing on the advisability of creating the CID as proposed in the Petition;

WHEREAS, on April 15, 2019, following proper notice as provided in the Act, the Governing Body of the City held a public hearing on the proposed CID as proposed in the Petition; and

WHEREAS, the Governing Body hereby finds and determines that it is in the best interests of the City and in furtherance of the purposes of the Act to create the CID and impose the CID Sales Tax within the CID.

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

Section 1. Creation of the District; Boundaries. The Governing Body of the City hereby creates the CID at the northeast corner of 95th and Mission Road, within the City, which shall be designated as the "Ranch Mart North CID". The boundaries of the Ranch Mart North CID are legally described on ***Exhibit A*** attached hereto and are depicted on the map attached hereto as ***Exhibit B***.

Section 2. Authorization of District Project; Estimated Costs. The Governing Body of the City hereby authorizes the project within the Ranch Mart North CID described in ***Exhibit C*** attached hereto (the "Project") and approves the estimated cost of the Project set forth thereon, which may be financed with CID Sales Tax in an amount not to exceed $13,457,441.00. Notwithstanding the approval of the Project by this Ordinance, the Project and owner or owners of all property comprising the Project must comply with all applicable zoning, planning, permit and other laws and regulations applicable to the Project.

Section 3. Method of Financing. The Project within the CID will be financed on a Pay-as-you-go basis (as defined in the Act) and as set forth in the City's CID Policy and by Redevelopment Agreement, payable from revenues received from the imposition of the CID Sales Tax. No special assessments shall be implemented under the Act to pay for the Project, and no special obligation notes or bonds will be issued for the Project.

Section 4. Levy of Sales Tax. In accordance with the Act and to provide funds to pay costs of the Project, the Governing Body of the City hereby levies a CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the

provisions of the Kansas retailer's sales tax act, within the CID in the amount of one percent (1%). The collection of the CID Sales Tax shall commence on July 1, 2020, or any other effective date the City may approve by ordinance if a change in the effective date outlined herein is requested in writing by all owners of record, exclusive of right of way, within the CID.

Section 5. Effective Date. This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189. The City Clerk is hereby further authorized to submit this Ordinance to the Register of Deeds, referred to in Johnson County as the Office of Records and Tax Administration, for recording.

PASSED by this City Council this 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

(SEAL)

ATTEST:

By: _____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Patricia Bennett, City Attorney

EXHIBIT A

LEGAL DESCRIPTION – CID

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 34, Township 12, Range 25 in the City of Leawood, Johnson County, Kansas and being more particularly described as follows:

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

EXHIBIT B

BOUNDARY MAP – CID

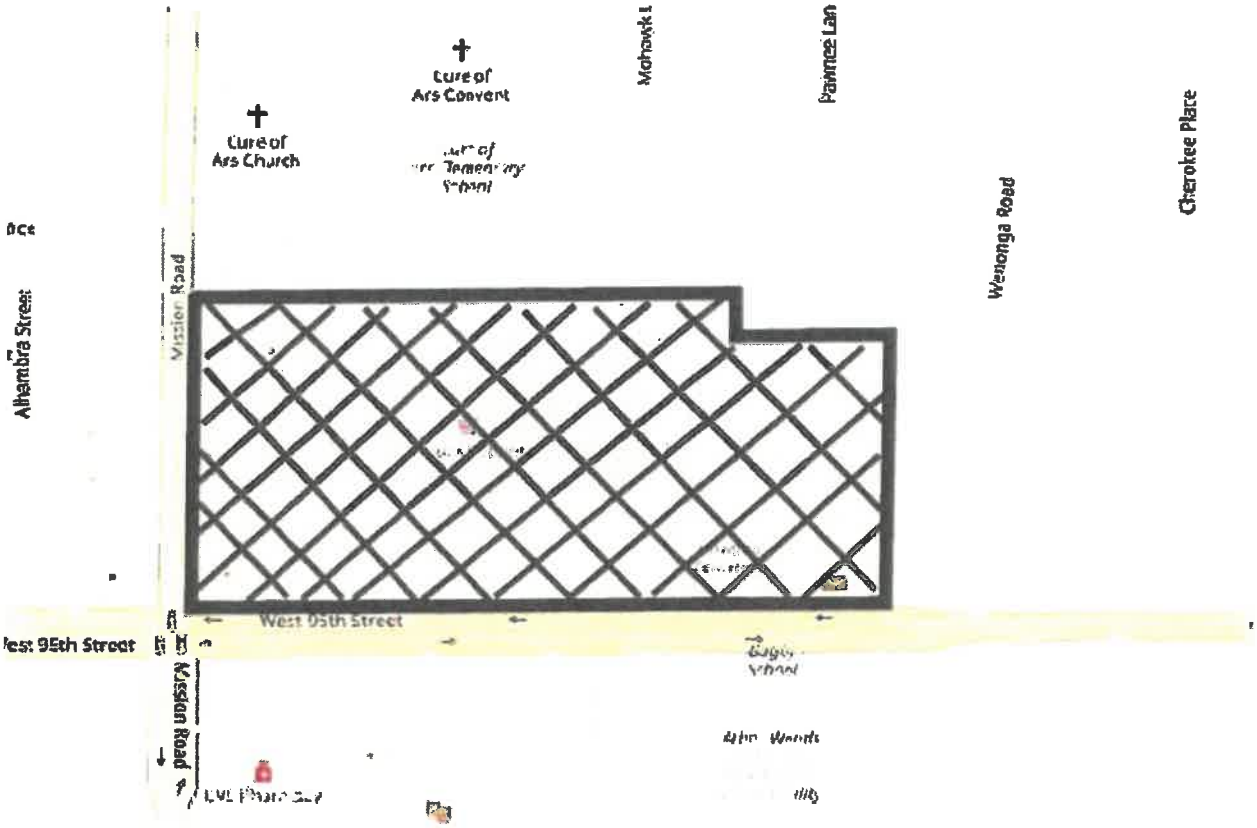

EXHIBIT C

PROJECT BUDGET

	Reimbursable per CID Policy Section	CID	Private Investment	Total Cost of Improvements	Description
Parking Lots, Drives & Lighting Improvements					
Parking Lot/Site Drives/Courtyard	5(a)(2)	$ 1,515,000	$ -	$ 1,515,000	Excavating, grading, curbs, gutter, paving, striping, etc.
Site lighting	5(a)(4)	$ 266,000	$ -	$ 266,000	Site lighting improvements (replace light poles/bases, wiring, courtyard lighting, etc.)
Landscaping & Irrigation					
Landscaping and Irrigation	5(a)(5)	$ 559,000	$ -	$ 559,000	Perimeter, interior/parking lot, courtyard, etc.
Building Exterior Improvements					
Existing Building Façade Improvements	5(a)(1)	$ 3,874,000	$ -	$ 3,874,000	
New 2-story Mixed-Use Building (cold shell only)	5(a)(1)	$ 3,597,200	$ -	$ 3,597,200	Demolition, site work, and construction
New Courtyard Building (cold shell only)	5(a)(1)	$ 240,000	$ -	$ 240,000	
Exterior Furniture and Amenities					
Benches/Trash Receptacles/Planters/Other Amenities	5(a)(4)	$ 571,600	$ -	$ 571,600	
Public Art	5(a)(4)	$ 200,000		$ 200,000	
Screening & Signage					
Screening	5(a)(4)	Included in Bldg. Exterior Improvements	$ -	$	Perimeter wall and screening of HVAC equipment
Trash enclosures	5(a)(4)	$ 46,000	$ -	$ 46,000	
Signage	5(a)(1)	$ 150,000	$ 150,000	$ 300,000	Multiple new monument signs, improvements to all tenant signage, wayfinding signs
Infrastructure & Equipment					
Power Line Relocation	5(a)(2) & (4)	$ 1,000,000		$ 1,000,000	95th, Mission, and alley
Roof repairs/replacements		$ -	$ 581,566	$ 581,566	Existing building
Tenant Improvement Costs					
Tenant Space Improvement		$ -	$ 10,670,224	$ 10,670,224	Costs of improving interior of tenant spaces.
Leasing Fees / Commissions		$ -	$ 470,795	$ 470,795	Leasing fees for all new tenants, renewals, etc.
Architect/Engineer/Geotechnical/Environmental/Legal Fees					
Architect/Engineer/Geotechnical/Environmental		$	$ 296,750	$ 296,750	A&E fees, geotech, survey, environmental, etc. associated with preparation of preliminary and final development plans
Architect/Engineer/Geotechnical/Environmental	5(a)	$ 499,750		$ 499,750	A&E fees for all other aspects of project
Legal		$ -	$ 235,000	$ 235,000	Governmental Approvals, financing, lender, leasing, etc.
Financing					
Construction Interest / Related Financing Costs		$ -	$ 1,120,430	$ 1,120,430	Origination fees, lender inspection fees, lender title insurance, interest, prepayment, etc.
Permanent Loan interest		$ -	$ 18,844,665	$ 18,844,665	Origination fees, lender inspection fees, lender title insurance, interest, prepayment, etc.
Project Management Fee		**$ -**	**$ 200,000**	**$ 200,000**	
Contingency		**$ 938,891**	**$ 930,325**	**$ 1,869,216**	
ESTIMATED TOTAL PROJECT COSTS		**$ 13,457,441**	**$ 33,499,755**	**$ 46,957,196**	

DRAFT

17.D.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REDEVELOPMENT AGREEMENT, BY AND BETWEEN RANCH MART NORTH, LLC AND THE CITY OF LEAWOOD PERTAINING TO THE CID REDEVELOPMENT OF THE RANCH MART NORTH SHOPPING CENTER.

WHEREAS, the City and Ranch Mart North, LLC desire to enter into a Shopping Center Redevelopment Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Ranch Mart North Redevelopment Agreement, 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 15th day of April, 2019.

APPROVED by the Mayor this 15th day of April, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

RANCH MART NORTH SHOPPING CENTER REDEVELOPMENT AGREEMENT

THIS RANCH MART NORTH SHOPPING CENTER REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 15th day of April, 2019, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "City") and **RANCH MART NORTH, LLC**, a Kansas limited liability company (the "Developer").

RECITALS:

A. The Developer, along with three of its Affiliates, is the owner of certain real property generally located at the northeast intersection of 95th Street and Mission Road in the City (the "Project Site").

B. There is currently a shopping center located on the Project Site, which is commonly known as the "Ranch Mart North Shopping Center." The Developer wishes to renovate and improve the Ranch Mart North Shopping Center and therefore proposes to design, redevelop and construct certain improvements to the Ranch Mart North Shopping Center as more particularly set forth in Section 2.01 below (the "Project").

C. The City has the authority to create a community improvement district ("CID") pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the "Act") for the purpose of financing certain economic development related projects. Under the Act, the owners of the land within the boundaries of a proposed CID may petition the City to request the creation of a CID and to impose special assessments and/or CID sales taxes to pay for or reimburse the costs of a portion of a CID project.

D. On or about January 16, 2019, the Developer submitted a petition (the "CID Petition") to the City requesting the formation of a CID encompassing the Project Site (the "District") and the levy of a one percent (1.0%) CID sales tax (the "CID Sales Tax") within the District.

E. On April 15, 2019, the City: (i) conducted a public hearing to consider adoption of the CID Petition, creation of the District, and levying of the CID Sales Tax; (ii) approved the CID Petition by Ordinance No. ____ (the "CID Ordinance"); and (iii) approved this Agreement by Resolution No. ____.

F. A legal description and depiction of the boundaries of the District, as set forth in the CID Petition, are attached as **Exhibits A** and **B**, respectively.

G. The Developer has represented that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Incorporation of Recitals. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement which are not otherwise defined herein shall have the meanings set forth in the Annex of Definitions attached hereto.

Section 1.03. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in the attached Annex of Definitions include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.04. Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to the construction or interpretation of this Agreement.

ARTICLE II.
DEVELOPMENT OF THE PROJECT

Section 2.01. Redevelopment of the Project Site. The City and Developer hereby agree that the Project consists of the renovation of the Ranch Mart North Shopping Center, including the CID Improvements and other improvements set forth on the Project Budget attached hereto and incorporated by reference herein as **Exhibit C**. Developer hereby contemplates that all such improvements (the "Improvements") shall be developed, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this

Agreement and the Development Plan. On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, demolition, design, redevelopment, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Agreement and all other Applicable Laws and Requirements. Notwithstanding anything set forth herein to the contrary, the parties acknowledge and agree that this Agreement shall not require Developer to construct any improvements that are not set forth in the Development Plan.

Section 2.02. CID Improvements. Subject to the terms and conditions of this Agreement, Developer shall be responsible for funding or causing to be funded the costs to construct the Project, including that portion of the Improvements and the Project that constitute the "CID Improvements." The CID Improvements, and the estimated costs thereof, are set forth in **Exhibit C**. The costs of the CID Improvements may be reimbursed to Developer as set forth in Article IV below. Other than the CID Improvements, the balance of the costs of completing the Project shall be funded by Private Funds (as defined in Section 3.01 below).

Section 2.03. Completion of the Project. Developer shall complete the Project, including the CID Improvements, in conformance with the Development Plan, zoning ordinances, related stipulations, City building codes, and all other applicable rules and regulations. Before commencement of construction or development of any and all buildings, structures or other work or improvement, Developer shall obtain any and all permits, which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. With respect to any reference in this Agreement to Developer's obligation to complete the Project, any such obligation refers to completion of the scope of work set forth in **Exhibit C**, and does not refer to the expenditure of any particular amount of funds for a specific line item or for all line items set forth thereon.

Section 2.04. Relationship of the City and Developer. The performance of all activities by Developer hereunder shall be as an independent developer and not as an agent of the City.

Section 2.05. Project Timing – Milestones. Developer, subject to the terms of Section 7.07 hereof, agrees to construct the CID Improvements based upon the schedule set out and contained within **Exhibit D**, the "Performance Milestones". In the event that Developer shall fail to meet any of the Performance Milestones set forth in **Exhibit D**, then the City may require Developer to appear before the City to show cause why Developer failed to comply with the Performance Milestones. If Developer cannot show cause for the delay which is reasonably satisfactory to the City, then the City may exercise its rights and remedies as set forth in Section 7.04 herein.

Section 2.06. Indemnification. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (each, a "City Indemnified Party" and collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys fees, resulting from, arising out of, or in any way connected with this Agreement, including but not limited to: (i) the management, design, construction, development and completion of the Project, including the CID Improvements, by the Developer;

or (ii) the use or occupation of the Project by Developer or anyone acting by, through or under the Developer. The parties further agree as follows:

(a) This section shall not apply to liability arising directly from the actual negligence or willful misconduct of the City or its officers, employees or agents.

(b) This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.), (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, and any other Applicable Laws and Requirements at the Project Site or any other place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

(c) In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, the City Indemnified Party shall give prompt notice to Developer of the occurrence of such event. The failure to notify Developer shall not relieve Developer of any liability that it may have to a City Indemnified Party; provided however that the City hereby agrees that it shall not defend, settle or otherwise resolve any such Actions without prior notice to Developer. After receipt of such notice, Developer may elect to defend, contest or otherwise protect a City Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel approved by a City Indemnified Party. The City Indemnified Party shall have the right, but not the obligation, to participate, at the City Indemnified Party's own cost and expense, in the defense thereof by counsel of the City Indemnified Party's choice. In the event that Developer shall fail to timely defend, contest or otherwise protect a City Indemnified Party against such Action, the City Indemnified Party shall have the right to do so, and (if such defense is undertaken by the City Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the City Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment for services that were rendered no sooner than thirty (30) days after such notice is provided to Developer and, within thirty (30) business days after such submission of such bills for fees and costs, Developer shall transfer to the City Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

(d) A City Indemnified Party shall submit to Developer any settlement proposal that the City Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such

settlement. Neither Developer nor the City Indemnified Party will unreasonably withhold its consent to a proposed settlement.

(e) Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon Developer in order to induce the City to enter into this Agreement. To the fullest extent permitted by law, a City Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement, and the right to apply any deposit or other funds submitted by Developer to the City Indemnified Party in payment of the damages suffered by it, as is necessary to protect the City Indemnified Party from loss. If such court action is successful, the City Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

(f) The right to indemnification set forth in this Agreement with respect to events or circumstances that occurred or arose during the term of this Agreement shall survive the termination of this Agreement.

Section 2.07. Insurance. Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the Term, maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations, similar development projects and in such amounts as are adequate to protect the Developer and the Project which amounts shall not be less than those set forth on **Exhibit F** attached hereto. Throughout the Term, the Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance ("Certificate") demonstrating compliance with the minimum coverage requirements set forth in **Exhibit F**.

Section 2.08. Developer Financing. The Developer warrants and represents to the City that the Developer has the ability to obtain financing for the entire Project, including those portions not to be reimbursed by CID Sales Tax and that such financing will enable the Developer to timely implement the Project as required in this Agreement.

ARTICLE III.
CID FINANCING

Section 3.01. Source of Funds. The costs of the Project (the "Project Costs") will generally be funded by private equity and debt ("Private Funds"). Subject to the terms and conditions of this Agreement, the CID Improvement Costs shall be reimbursed with CID Sales Tax proceeds, subject to the terms and conditions set forth herein. Reference is hereby made to the CID Improvement Costs which are more particularly set forth on **Exhibit C** attached hereto. Developer, its successors, assigns, and tenants, using private equity and debt, will initially advance all of the costs for the design, development and construction of the CID Improvements. Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for the CID

Improvement Costs from and to the extent of the CID Sales Tax proceeds collected during the Term.

Section 3.02. CID Sales Tax. The City hereby agrees that the CID Improvements may be financed and reimbursed with Pay-As-You-Go CID Financing, and payable from revenues received from the imposition of the CID Sales Tax of 1.0 % on the sale of tangible personal property at retail or rendering or furnishing services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the District. The Developer agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants within the District within the timeframes required by the DOR, so that the DOR can notify tenants within the District of their requirement to collect a CID Sales Tax beginning on the date the CID Sales Tax becomes effective. At the time the list of tenants is provided to the DOR, the Developer shall also provide a copy to the City.

Section 3.03. CID Sales Tax Fund. During the Term, all CID Sales Tax proceeds generated within the District and received by the City from DOR shall be deposited into the CID Sales Tax Fund, which shall be established and administered by the City in compliance with the laws of the State and this Agreement.

Section 3.04. Pay-As-You-Go CID Financing. The parties hereby agree that the proceeds from the CID Sales Tax shall be disbursed by the City from the CID Sales Tax Fund on a pay-as-you-go basis ("Pay-As-You-Go CID Financing"), to reimburse Developer for Eligible Expenses, if and to the extent that (i) there are CID Sales Tax proceeds in the CID Sales Tax Fund, (ii) Developer has fully satisfied all of the conditions set forth in Section 3.05 hereof, (iii) the Term has not yet expired, and (iv) Developer is not in default under the terms and conditions of this Agreement. The parties further agree as follows:

(a) The CID Sales Tax available to Developer for reimbursement of Eligible Expenses at any given time shall be limited to an amount which is equal to one half (1/2) of the amount of Project Costs which have been paid for the Project from Private Funds. In other words, the reimbursement of Eligible Expenses from Pay-As-You-Go CID Financing are to be paid on a 50/50 basis between Private Funds and the available CID Sales Tax funds, and there shall not at any time during the Term be more Project Costs paid with CID Tax proceeds than the amount of Project Costs paid by Private Funds (the "50/50 Limitation"). By way of illustrative example of the 50/50 Limitation, if at a given point in time, Project Costs have been incurred (including any Eligible Expenses) to date of $200, then Developer's maximum reimbursement for Eligible Expenses from Pay-As-You-Go CID Financing may not exceed $100. However, the parties further understand and agree that if at a given point in time, $225 of Project Costs have been incurred, of which $125 are Eligible Expenses and $100 are paid from Private Funds then (i) at that particular time, no more than $112.50 of Eligible Expenses may be reimbursed with CID Tax Proceeds, but (ii) if an additional $25 of Project Costs are later incurred which are paid with Private Funds, then the remaining $12.50 of Eligible Expenses may be reimbursed with CID Tax Proceeds. Payment of Project Costs from Private Funding shall be evidenced to the City as set forth in Section 4.02(b).

(b) The CID Sales Tax shall be collected within the District for a period that commences on the date that the CID Sales Tax is first imposed within the District up to and concluding upon that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all Eligible Expenses by Pay-As-You-Go CID Financing, or (ii) regardless of whether the Developer has been fully reimbursed for all Eligible Expenses, that date which is twenty two (22) years from the date that the CID Sales Tax is first imposed (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the CID shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the District.

(c) Developer shall not receive any reimbursements from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth in Section 3.05 have been fully satisfied as determined by City in its sole reasonable discretion.

Section 3.05. Conditions Precedent to Reimbursements. Developer hereby understands and agrees that it shall not receive any reimbursements for Eligible Expenses from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth below have been fully satisfied as determined by City in its sole reasonable discretion:

(a) The request for reimbursement shall be for a portion of the Project which consists of certain CID and non-CID Improvements that have been included within a Final Plan that has been approved by the Governing Body; and

(b) City has approved Certificates of Expenditure for such CID Improvements; and

(c) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder; and

(d) With respect to the CID Improvements that are the subject of the request for reimbursement, the Developer shall have advanced or caused to be advanced all costs and shall have provided evidence of such advances; and

(e) The request for reimbursement shall be for a portion of the Project which is Substantially Completed and eligible for a certificate of occupancy or otherwise identifiable and a completed item; and

(f) Developer shall have fully paid all outstanding property taxes on the Property that are then due and payable, subject to Developer's legal rights to protest.

Section 3.06. CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-As-You-Go CID Financing, and nothing in this Agreement shall in any way obligate the City to issue bonds or other obligations to reimburse Developer for the Eligible Expenses or any other costs of the Project.

Section 3.07. Payment of CID Administrative Fee. As and when there are sufficient CID Sales Tax revenues from the District to pay the CID Administrative Fee, Developer hereby

understands and agrees that such CID Administrative Fee shall have first priority to available funds in the CID Sales Tax Fund.

ARTICLE IV.
CID REIMBURSEMENT

Section 4.01. CID Reimbursement. Subject to Article III of this Agreement, CID Sales Tax shall be used to reimburse the Developer on a semiannual basis in June and December of each year, for the Eligible Expenses, as described in **Exhibit C**, in a total amount not to exceed $13,457,441 (plus any amounts reimbursed to Developer pursuant to Section 8.01 hereof), by Pay-As-You-Go CID Financing, and in all events in accordance with the terms of this Agreement.

Section 4.02. Certificate of Expenditures. In connection with the Eligible Expenses for the CID Improvements, Developer shall comply with this Section. All requests for reimbursement of CID Improvement Costs shall be made in a Certificate of Expenditure in substantial compliance with the form attached hereto as **Exhibit E.** Requests for certification of CID Improvement Costs shall be promptly submitted by the Developer to the City, but not more often than quarterly and not later than six (6) months after such costs were expended; provided that, City agrees that Developer for purposes of calculating the 50/50 Limitation, Developer may utilize costs incurred after February 18, 2019 for the design, development, equipping, and construction of interior/tenant improvements for Price Chopper and the Meat Mitch Restaurant as non-reimbursable Project Costs. Developer shall provide itemized invoices, construction contracts, receipts or other information reasonably requested, if any, to confirm that any such cost has been incurred and paid and qualifies as CID Improvement Costs hereunder, and shall further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet shall show the date such cost was paid, the payee, a description of the type of cost paid, the amount paid, evidence of payment and lien releases as applicable. The Developer shall provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as CID Improvement Costs.

Each Certificate of Expenditure shall also include evidence of payment and cost breakdowns for Project Costs paid with Private Funds in an amount which is at least equal to the reimbursements requested from CID Pay-As-You-Go Financing reimbursements in the Certificate of Expenditure, plus any prior Certificates of Expenditure in order to satisfy the 50/50 Limitation.

The City reserves the right to have its engineer, City staff or other agents or employees inspect all work in respect of which a Certificate of Expenditure is submitted, to examine the Developer's and other's records relating to all costs of CID Improvements to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

The City shall have sixty (60) calendar days after receipt of any Certificate of Expenditure to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certificate of Expenditure reflects work on approved CID Improvements; (2) the expense was incurred; (3) Developer is not in default under this Agreement; (4) the expense is not prohibited by the terms and conditions of Section 3.04 hereof; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certificate of Expenditure

and reimburse the Developer on a semiannual basis from the CID Sales Tax Fund for the cost of the CID Improvements to the extent allowed under the terms of this Agreement. If the City disapproves of the Certificate of Expenditure, the City shall notify the Developer in writing of the reason for such disapproval within such sixty (60) day period. If the City determines that a deficiency in the Certificate of Expenditure applies to less than all expenses set forth thereon, the City shall timely approve that portion of the Certificate of Expenditure costs to which the deficiency does not apply. With respect to any costs that are disapproved, Developer shall then have the opportunity to resubmit a Certificate of Expenditure relating to such costs and the City shall review and respond to the Developer pursuant to this subsection within thirty (30) days.

Section 4.03. Line Items. The parties hereby agree that the estimated cost of specific line item amounts in the column labeled "CID" in the Project Budget as set forth on **Exhibit C** are not minimum requirements or caps on the amount of Eligible Expenses that can be paid and subsequently reimbursed for such individual line items of work. Rather, subject to the 50/50 Limitation, actual costs incurred for line items with values in the "CID" column in the Project Budget as set forth on **Exhibit C** shall be reimbursable without limitation with available CID Sales Tax revenues, provided, however, that in no event shall Developer be reimbursed for an amount exceeding $13,457,441 (plus any amounts reimbursed to Developer pursuant to Section 8.01 hereof).

ARTICLE V.
ASSIGNMENT AND TRANSFER

Section 5.01. Assignments by Developer. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City's Governing Body, which approval shall be in the City's sole discretion. The City hereby understands and agrees that any approval of the City's Governing Body pursuant to the prior sentence shall release Developer from the obligations set forth in this Agreement provided that the Developer is not then in default under the terms of this Agreement and, further, such release shall only be to the extent such obligations are assumed by the assignee and its successors and assigns. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion). The Developer agrees, at Developer's cost, to promptly record all assignments in the office of the Department of Records and Tax Administration of Johnson County, Kansas, in a timely manner following the execution of such agreements.

Section 5.02. Successors and Assigns. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project shall be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer shall be entitled to

any rights whatsoever or claim upon the reimbursements from the CID Sales Tax, except as specifically authorized in writing by the Developer and the City.

Section 5.03. Excluded Assignments. The foregoing restrictions in Section 5.01 shall not apply to: i) any security interest granted to secure indebtedness to any construction or permanent lender; or ii) any assignment associated with the transfer of the Property and/or some or all of the rights and/or obligations under this Agreement to a person or entity that is controlled by Developer, which Developer controls, or that is under common control with Developer (an "Affiliate"), provided that any such Affiliate shall have a net worth which is equal to or greater than that of the Developer immediately prior to such transfer; and provided further that Developer is not in default hereunder. Developer hereby agrees to provide the City with written notice of any assignment permitted by this Section 5.03 within ten (10) days after such assignment.

ARTICLE VI.
USE AND OPERATION OF THE PROJECT

Section 6.01. Term. The Term of this Agreement shall commence on the Effective Date and shall expire upon that date which is the earlier of (i) the last day of the CID Collection Period, or (ii) the date that Developer has been reimbursed for all Eligible Expenses by Pay-As-You-Go CID Financing (the "Term"). Notwithstanding the foregoing, the City hereby agrees that at any time prior to implementation of the CID Sales Tax, or following Developer's completion of the CID Improvements, Developer may terminate this Agreement by thirty (30) days prior written notice to the City. Upon any such termination by Developer, the parties hereby agree that (i) the City may terminate the CID and/or the CID Sales Tax, and Developer shall have no further rights to any proceeds or reimbursements therefrom, and (ii) neither party shall have any further obligations under this Agreement, except to the extent set forth in Section 8.12 hereof.

Section 6.02. Use and Operation. Developer covenants that at all times during the Term it will, at its expense:

(a) Conduct its business at all times in conformity with the industry standards for similar facilities.

(b) Perform its duties to maintain the Project and the District as set forth in Section 6.03 hereof and as set forth in the City's ordinances (consistent with any rights of Developer thereunder to any nonconforming uses, structures, and/or other improvements as such rights may arise from time to time).

(c) Developer hereby understands and agrees that the uses of the Property are restricted by the Leawood Development Ordinance and City Code. Developer further agrees that the following uses shall be prohibited within the Project:

(i) Any use which is offensive by reason of odor (which shall not be interpreted to apply to any restaurant), fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the shopping center. No oil, gasoline or flammable liquid shall be stored within the District.

(ii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal (which shall not exclude interior, climate controlled self-storage if otherwise allowed in the Leawood Development Ordinance).

(iii) Any pawn shop or flea market.

(iv) Pay-day or title loan facilities.

(v) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building within the District as shown on the approved Final Development Plan.

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion within the District to determine its own selling prices nor shall it preclude second-hand sales or the conduct of periodic seasonal sales, promotional or clearance sales, unless they are prohibited by ordinance).

(vii) Any automobile, truck, trailer or recreational vehicle with outside sales, leasing, or display unless approved by the City or in conjunction with promotions, displays and other similar marketing activities, subject, however, to compliance with all Applicable Laws and Requirements.

(viii) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles.

(ix) Any establishment selling or exhibiting sexually oriented materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff; except that this provision shall not be deemed to preclude the operation within the District of either a nationally or regionally recognized book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

Section 6.03. Maintenance and Use. During the Term, Developer shall cause the CID Improvements, the Project and all other of its property used or useful in the conduct of its business and operations within the District, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similarly situated retail space in the City of Leawood, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations within the District. Nothing in this Section 6.03 shall preclude Developer from removing or demolishing any building or buildings, if in its reasonable judgment, such removal or demolition is desirable in the conduct of its business, and as long as the same does not materially adversely affect the value of the Project or Developer's ability to (i) perform its obligations under this Agreement, or (ii) generate CID Sales Taxes within the District and otherwise conforms with Applicable Laws and Requirements. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, this

Agreement, the Development Plan, and as long as the same do not materially adversely affect the value of the Project or Developer's ability to perform its obligations under this Agreement, or generate CID Sales Taxes within the District.

Section 6.04. Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any government authorities applicable to the conduct of their business and operations and the ownership of the Project. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Law and Requirements. Nothing herein is meant to limit Developer's right to challenge the validity, interpretation, or application of any Applicable Laws and Requirements.

Section 6.05. Licenses and Permits. Developer hereby recognizes, stipulates and agrees (a) that in the design, construction, completion, use or operation of the Project, Developer, or its general contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required, and (b) that nothing herein shall be construed as any release by the City of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

Section 6.06. Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the portions of the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the City shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Nothing contained in this Section 6.06 shall restrict or impede the right of the City to enter the District pursuant to any Applicable Laws and Requirements.

Section 6.07. Periodic Meetings with the City. From the Effective Date until substantial completion of the Project, Developer hereby agrees to meet with the City and/or its agents or consultants at such intervals as Developer, the City and any such designee shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Project. At any time during the Term of this Agreement, Developer hereby agrees to reasonably respond to requests for information from the City or its representatives about the Project or the Ranch Mart North Shopping Center.

Section 6.08. Payment of Taxes. The Developer agrees to pay all real estate tax bills, including bills for taxes and installments of special assessments, affecting both the Property and any other property owned by Developer within the City, promptly on or before the due date of such tax bills. Developer shall have the right to protest property valuation and to oppose the levy of special assessments, in accordance with applicable law. The Developer shall promptly notify the City in writing of any protest of valuation of the Developer's property.

Section 6.09. Power of the City. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights

and powers of the City to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE VII.
DEFAULTS AND REMEDIES

Section 7.01. Default by the City. The City shall be in default under this Agreement if the City fails to keep or perform any covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within thirty (30) days after Developer has given the City written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected.

Section 7.02. Developer's Remedies Upon Default by the City. If a default by the City occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the City of any provision of this Agreement, however, the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any amount in excess of the amount of CID Sales Tax revenues deposited in the CID Sales Tax Fund during the Term; and the City shall not be liable for remote, punitive or consequential damages. The City's liability hereunder shall also be limited by Applicable Laws and Requirements.

Section 7.03. Default by Developer. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement, and Developer fails to cure or remedy the same within ten (10) days after the City has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within thirty (30) days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within thirty (30) days or Developer, makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the District, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not

released prior to judicial sale thereunder (each of the events described in this subsection being deemed a default under the provisions of this Agreement); or

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days of notice from the City.

Section 7.04. City's Remedies Upon Default by Developer. Upon the occurrence and continuance of a Developer default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the City may (i) refuse to approve any further Certificates of Expenditures and make any further disbursements of CID Sales Tax; and/or (ii) terminate the CID and/or the CID Sales Tax, in which case Developer shall have no further rights to any proceeds or reimbursements therefrom, and/or (iii) terminate this Agreement. The rights and remedies reserved by the City under this Section 7.04 shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer default. Developer's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the Developer be liable for any remote, punitive or consequential damages.

Section 7.05. Legal Actions.

(a) Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

(c) Acceptance of Service of Process.

(i) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer or Agent shall be made by personal service upon an officer or agent of the Developer or Agent and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.

Section 7.06. Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 7.07. Excusable Delays; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform ("Excusable Delays").

(b) The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any Excusable Delay of the foregoing causes. Developer shall provide notice to the City if and when any such Excusable Delays occur and Developer may be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays. In the case of any extension sought by Developer for any other reason which will cause a failure to timely complete a portion of the Project as set forth on **Exhibit D** hereto, such extension shall only be granted with the approval of City in the City's sole discretion.

ARTICLE VIII.
GENERAL PROVISIONS

Section 8.01. Expenses and CID Administrative Fee. The Developer shall be responsible for the reasonable legal fees of the City's outside legal counsel incurred in connection with the creation, amendment and implementation of the CID and this Agreement (including the negotiation of this Agreement), and any amendments thereto. If there are sufficient funds in the CID Sales Tax Fund to pay such legal fees when due and payable, the City shall utilize funds in the CID Sales Tax Fund to pay such fees. Within thirty (30) days thereafter, the City shall provide written notice to the Developer specifying the amount and general purpose of such fees paid from the CID Sales Tax Fund. If there are insufficient funds in the CID Sales Tax Fund to pay such legal fees when due and payable, the Developer shall provide payment to the City for such fees within thirty (30) days of receiving an invoice for such fees from the City. In such case, Developer may seek reimbursement from the CID Sales Tax Fund for any such amounts paid to the City. Additionally, the CID Sales Tax shall be used to pay the CID Administrative Fee. The CID Administrative Fee shall be due on the date the CID Sales Tax is received by the City from DOR (provided that the Act permits payment directly from the CID Sales Tax, and if not, within thirty (30) days of demand therefor by the City).

Section 8.02. Time of Essence. Time is of the essence of this Agreement. The City and Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.03. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest.

Section 8.04. Immunity of Officers, Employees and Members of the City. No personal recourse shall be had for the payment of the Pay-As-You-Go CID Financing or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future officer, member, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future officer, member, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.

Section 8.05. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the Eligible Expenses submitted for certification by the City.

Section 8.06. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 8.07. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 8.08. Kansas Law. This Agreement shall be construed in accordance with the laws of the State of Kansas. To the extent there is a conflict between this Agreement and the CID Ordinance, such Ordinances shall be controlling.

Section 8.09. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

(a) To the Developer:

Ranch Mart North, LLC
3705 W. 95th Street
Leawood, KS 66206
Attn: Trip Ross

With copies to:

Curt Petersen, Esq.
Polsinelli PC
6201 College Blvd., Suite 500
Overland Park, KS 66211

(b) To the City:

Scott Lambers, City Administrator
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

With copies to:

Patricia Bennett, City Attorney
Leawood Justice Center
4205 Town Center Drive
Leawood, KS 66211

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 8.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.11. Recording. This Agreement, or a memorandum of this Agreement, shall be promptly recorded by the Developer at Developer's cost after execution, and proof of recording shall be provided to the City.

Section 8.12. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations of insurance and indemnification set out in Article II shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term.

Section 8.13. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 8.14. Tax Implications. The Developer acknowledges and represents that (a) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (b) the Developer is relying solely upon its own tax advisors in this regard.

Section 8.15. Effective Date. Prior to the Effective Date, the parties shall have no obligations under this Agreement.

Section 8.16. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future Governing Body of the City in a manner prohibited by the laws of the State of Kansas.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF LEAWOOD, KANSAS

_____
Peggy Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett
City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ___day of April, 2019 before me, appeared Peggy Dunn, to me personally known, who, being by me duly sworn did say that she is the Mayor of the City of Leawood, Kansas, and that said instrument was signed and delivered on behalf of said municipality and acknowledged to me that she executed same as the free act and deed of said municipality.

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

(Seal)

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

RANCH MART NORTH, LLC, a Kansas limited liability company

By: Regnier Family Limited Partnership II
Its: Sole Member

By: _____
Robert D. Regnier, General Partner

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ___ day of April, 2019 before me appeared Robert D. Regnier, to me personally known, who, being by me duly sworn did say that he is the General Partner of Regnier Family Limited Partnership II, the Sole Member of Ranch Mart North, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and acknowledged to me that he executed same as the free act and deed of said company.

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

(Seal)

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

JOINDER OF THE OWNER

The portions of the Project Site that are not owned by the Developer are owned by the undersigned Affiliates of the Developer, each of which executes and joins in this Agreement for purposes of evidencing consent to recordation of this Agreement or a memorandum thereof against the portions of the Project Site owned by each of the undersigned and for purposes of covenanting and agreeing to perform and comply with any and all provisions in the Agreement that require performance and compliance by owners of the Project Site.

IN WITNESS WHEREOF, the undersigned have executed this Joinder of the Owner attached to the Ranch Mart North Shopping Center Redevelopment Agreement as of the Effective Date of the Agreement:

Leawood Post Office, LLC

By: Regnier Family Limited Partnership II
Its: Sole Member

By: _____
Robert D. Regnier
Its: General Partner

Linwood Pioneer Cemetery, LLC

By: Regnier Family Limited Partnership II
Its: Sole Member

By: _____
Robert D. Regnier
Its: General Partner

Ranch Mart McDonald's, LLC

By: Regnier Family Limited Partnership II
Its: Sole Member

By: _____
Robert D. Regnier
Its: General Partner

_____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ___ day of April, 2019 before me appeared Robert D. Regnier, to me personally known, who, being by me duly sworn did say that he is the General Partner of Regnier Family Limited Partnership II, the Sole Member of: (x) Leawood Post Office, LLC, a Kansas limited liability company; (y) Ranch Mart McDonald's, LLC, a Kansas limited liability company; and (z) Linwood Pioneer Cemetery, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said companies and acknowledged to me that he executed same as the free act and deed of said companies.

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

(Seal)

_____
Notary Public in and for said
County and State

My Commission Expires:

_____
_____

ANNEX OF DEFINITIONS

The following terms have the following meanings:

"Affiliates" means a person or entity that is controlled by Developer, which Developer controls, or that is under common control with Developer as set forth in Section 5.03 hereof.

"Agreement" means this Ranch Mart North Shopping Center Redevelopment Agreement, as the same may be amended from time to time in accordance with the terms and conditions hereof.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers.

"Ranch Mart North Shopping Center" means the retail shopping center project generally located at the northeast intersection of 95th Street and Mission Road in the City, as referred to in Recital B hereof.

"CID" means a community improvement district pursuant to the Act.

"CID Administrative Fee" means an amount equal to the greater of $5,000 or 1% of the CID Sales Tax proceeds deposited into the CID Sales Tax Fund per calendar year during the Term.

"CID Collection Period" means the period that commences on the date that the CID Sales Tax is first imposed and concluding upon the date which is the earlier of the following: (a) the date that Developer has been reimbursed for all Eligible Expenses by Pay-As-You-Go CID Financing, or (b) regardless of whether the Developer has been fully reimbursed for all Eligible Expenses, that date which is twenty two (22) years from the date that the CID Sales Tax is first imposed, as set forth in Section 3.04(b) hereof.

"CID Improvements" means that portion of the Project that consists of line items in the Project Budget attached hereto as **Exhibit C** that have a value in the column labeled "CID," the costs of which are Eligible Expenses and reimbursable with Pay-As-You-Go CID Financing hereunder and under the terms of the City's CID Policy in effect on the Effective Date. The CID Improvements, and the estimated costs therefor, are set forth on **Exhibit C** hereto.

"CID Sales Tax" means the tax authorized by K.S.A. 12-6a31 and amendments thereto, and as more particularly described in Section 3.02 hereof.

"CID Sales Tax Fund" means the separate fund established by the City for deposit of the CID Sales Tax received from the State collected within the District, and that is used to finance the CID Improvements pursuant to the Act as set forth in Section 3.03 hereof.

"CID Improvement Costs" means the costs for design, construction and completion of the CID Improvements, as estimated on **Exhibit C** hereto, reimbursement of which hereunder shall not exceed $13,457,441 as further set forth herein (plus any amounts reimbursed to Developer pursuant to Section 8.01 hereof).

"City" means the City of Leawood, Kansas.

"City Indemnified Parties" means the City, its employees, agents, independent contractors, elected and appointed officials, and consultants, collectively for purposes of the indemnification provisions set forth in Section 2.06 hereof.

"Development Plan" means the preliminary development plan and the final development plan for the Project approved by the City, as such plans may be modified or revised in accordance with the Leawood Development Ordinance and approved by the City from time to time.

"Effective Date" shall be the date on which the CID Ordinance is adopted by the City.

"Eligible Expenses" means those CID Improvement Costs incurred on or after the Effective Date (that are "costs" or a "project" as defined in the Act) and thus eligible for reimbursement with CID Sales Tax proceeds under the Act and as further set forth as approved under this Agreement.

"Improvements" means those improvements, including the CID Improvements, that constitute the Project and are set forth on **Exhibit C** hereof.

"Parties" means the City and Developer.

"Project Budget" means the estimated budget for the Project, which includes the CID Improvements and estimated costs thereof, as set forth on **Exhibit C** attached hereto.

"Project Costs" means, subject to the timing requirements of Section 4.02 hereof, the costs incurred on or after the Effective Date related to designing, developing, constructing, financing, and completing the Project, the general scope of which is set forth on **Exhibit C**, including both those Eligible Expenses to be paid with Pay-As-You-Go CID Financing, and those costs to be funded solely by Private Funds; provided that, in addition to engineering and architectural fees incurred after formation of the District, engineering and architectural fees associated with the preparation of the Development Plan incurred prior to formation of the District (but no earlier than January 1, 2018) shall be considered non-reimbursable "Project Costs"; and provided further that, any costs incurred after February 18, 2019 for the design, development, equipping, and construction of interior/tenant improvements for Price Chopper's and Meat Mitch's space within the District (the estimated costs of which are included in the "Tenant Space Improvement" line item in the Project Budget set forth on **Exhibit C**), shall be considered non-reimbursable "Project Costs."

"State" means the State of Kansas.

"Substantially Completed" means the stage in the progress of the construction of improvements, or as to any particular portion thereof, when said construction is sufficiently complete so that the improvements or such particular portion can be occupied or utilized for its intended use provided however that finished shell space which is suitable for future tenant improvements shall be considered substantial completion.

EXHIBITS

Exhibit A:	District Legal Description
Exhibit B:	District Boundary Map
Exhibit C:	Project Budget
Exhibit D:	Performance Milestones
Exhibit E:	Form of Certificate of Expenditure
Exhibit F:	Insurance Specifications

EXHIBIT A
DISTRICT LEGAL DESCRIPTION

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 34, Township 12, Range 25 in the City of Leawood, Johnson County, Kansas and being more particularly described as follows:

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

EXHIBIT B
DISTRICT BOUNDARY MAP

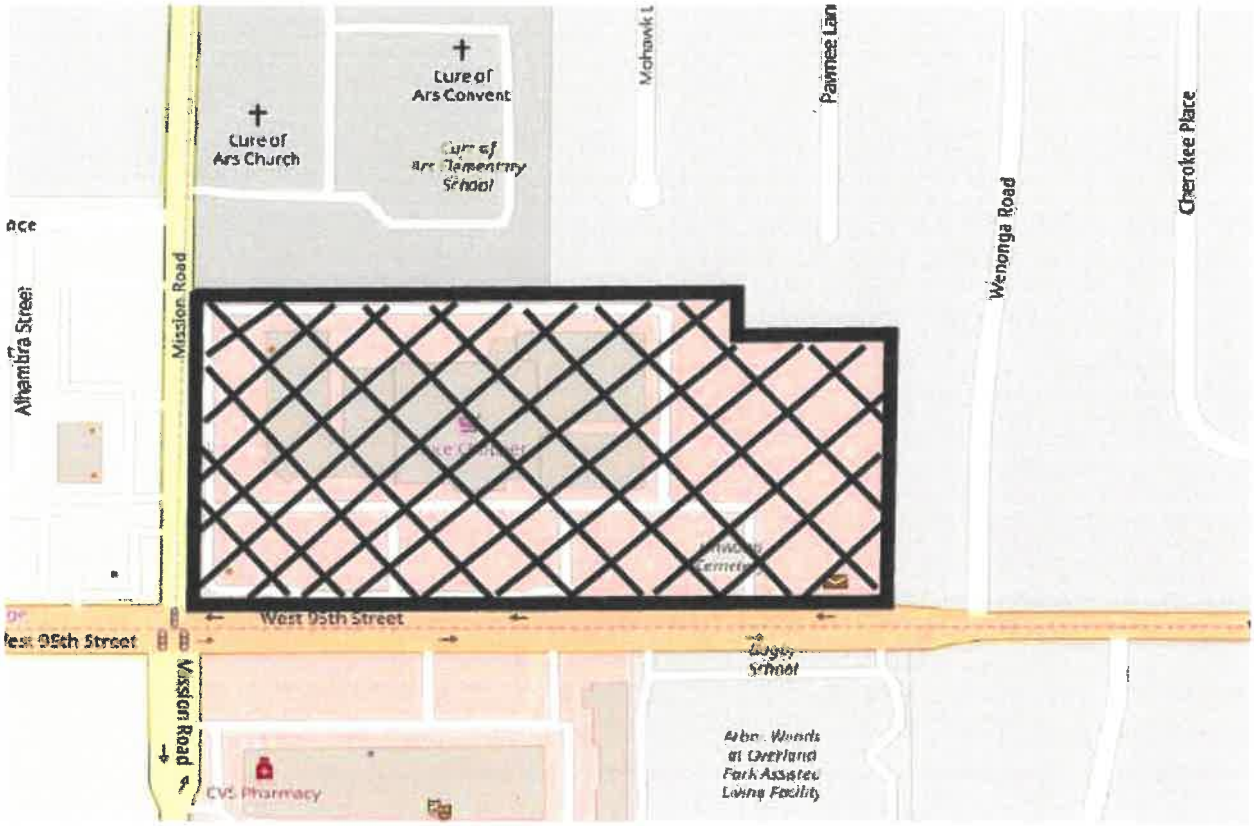

EXHIBIT C – PROJECT BUDGET

	Reimbursable per CID Policy Section	CID	Private Investment	Total Cost of Improvements	Description
Parking Lots, Drives & Lighting Improvements					
Parking Lot/Site Drives/Courtyard	5(a)(2)	$ 1,515,000	$ -	$ 1,515,000	Excavating, grading, curbs, gutter, paving, striping, etc.
Site lighting	5(a)(4)	$ 266,000	$ -	$ 266,000	Site lighting improvements (replace light poles/bases, wiring, courtyard lighting, etc.)
Landscaping & Irrigation					
Landscaping and Irrigation	5(a)(5)	$ 559,000	$ -	$ 559,000	Perimeter, interior/parking lot, courtyard, etc.
Building Exterior Improvements					
Existing Building Façade Improvements	5(a)(1)	$ 3,874,000	$ -	$ 3,874,000	
New 2-story Mixed-Use Building (cold shell only)	5(a)(1)	$ 3,597,200	$ -	$ 3,597,200	Demolition, site work, and construction
New Courtyard Building (cold shell only)	5(a)(1)	$ 240,000	$ -	$ 240,000	
Exterior Furniture and Amenities					
Benches/Trash Receptacles/Planters/Other Amenities	5(a)(4)	$ 571,600	$ -	$ 571,600	
Public Art	5(a)(4)	$ 200,000		$ 200,000	
Screening & Signage					
Screening	5(a)(4)	Included in Bldg. Exterior Improvements	$ -	$ -	Perimeter wall and screening of HVAC equipment
Trash enclosures	5(a)(4)	$ 46,000	$ -	$ 46,000	
Signage	5(a)(1)	$ 150,000	$ 150,000	$ 300,000	Multiple new monument signs, improvements to all tenant signage, wayfinding signs
Infrastructure & Equipment					
Power Line Relocation	5(a)(2) & (4)	$ 1,000,000		$ 1,000,000	95th, Mission, and alley
Roof repairs/replacements		$ -	$ 581,566	$ 581,566	Existing building
Tenant Improvement Costs					
Tenant Space Improvement		$ -	$ 10,670,224	$ 10,670,224	Costs of improving interior of tenant spaces.
Leasing Fees / Commissions		$ -	$ 470,795	$ 470,795	Leasing fees for all new tenants, renewals, etc.
Architect/Engineer/Geotechnical/Environmental/Legal Fees					
Architect/Engineer/Geotechnical/Environmental		$ -	$ 296,750	$ 296,750	A&E fees, geotech, survey, environmental, etc. associated with preparation of preliminary and final development plans
Architect/Engineer/Geotechnical/Environmental	5(a)	$ 499,750		$ 499,750	A&E fees for all other aspects of project
Legal		$ -	$ 235,000	$ 235,000	Governmental Approvals, financing, lender, leasing, etc.
Financing					
Construction Interest / Related Financing Costs		$ -	$ 1,120,430	$ 1,120,430	Origination fees, lender inspection fees, lender title insurance, interest, prepayment, etc.
Permanent Loan interest		$ -	$ 18,844,665	$ 18,844,665	Origination fees, lender inspection fees, lender title insurance, interest, prepayment, etc.
Project Management Fee		$ -	$ 200,000	$ 200,000	
Contingency		$ 938,891	$ 930,325	$ 1,869,216	
ESTIMATED TOTAL PROJECT COSTS		$ 13,457,441	$ 33,499,755	$ 46,957,196	

^As set forth in Section 4.03 hereof, the estimated cost of specific line item amounts set forth above in the column labeled "CID" are not caps on the amount of Eligible Expenses that can be paid and subsequently reimbursed for such individual line items of work. Rather, subject to the 50/50 Limitation, actual costs incurred for line items with values in the "CID" column shall be reimbursable without limitation with available CID Sales Tax revenues. As set forth in Section 2.03 hereof, with respect to any reference in this Agreement to Developer's obligation to complete the Project, any such obligation refers to completion of the scope of work described in the line items above, and does not refer to the expenditure of any particular amount of funds for a specific line items or for all line items set forth above. Provided, however, that in no event shall Developer be reimbursed for more than $13,457,441 (plus any amounts reimbursed to Developer pursuant to Section 8.01 hereof), nor shall Developer be reimbursed for its attorneys' fees, advisor fees, real estate commissions, developer fees, fees of consultants representing Developer, and interest costs. All reimbursements of reimbursable costs set forth above are subject to the City's certification of such costs pursuant to the requirements of Article IV hereof.

** The term "cold shell" includes work required for construction of the building structure, utilities stubbed inside the exterior wall and electrical service to the electrical panel, but excludes new interior walls, plumbing, HVAC and lighting.

EXHIBIT D
PERFORMANCE MILESTONES

Commencement of CID Improvements Date:	within 12 months of Effective Date
Completion of CID Improvements Date:	within 24 months of Effective Date

EXHIBIT E
FORM OF CERTIFICATE OF EXPENDITURE

CERTIFICATION OF EXPENDITURES

Request No. _____ Date:_____

Pursuant to Article IV of the RANCH MART NORTH SHOPPING CENTER REDEVELOPMENT AGREEMENT ("Agreement") between the CITY OF LEAWOOD, KANSAS ("City") and RANCH MART NORTH, LLC, ("Developer"), the Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.

2. All terms in this request shall have and are used with the meanings specified in the Agreement.

3. The names of the persons, firms or corporations to whom payments have been made and the general classification and description of the costs for which each payment was made are as set forth on **Schedule I** hereto.

4. These costs have been incurred and advanced and are either reimbursable CID Improvement Costs or non-reimbursable Project Costs under the Agreement.

5. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the CID Sales Tax Fund, and no part thereof has been included in any other certificate previously filed with the City.

6. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

7. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

8. The total amount of reimbursement requested by this Certificate is $____.

RANCH MART NORTH, LLC, a Kansas limited liability company

By: Regnier Family Limited Partnership II
Its: Sole Member

By: _____
Robert D. Regnier, General Partner

Approved this ____ day of _____, 20___

CITY OF LEAWOOD

By:_____

SCHEDULE I
TO CERTIFICATION OF EXPENDITURES

REQUEST NO. _____ DATED_____

CID Improvement Cost	PAYEE	DATE PAID	AMOUNT PAID	Description of Work

Attach evidence of payment and lien releases as applicable

Please complete the following for purposes of meeting the 50/50 rule as further set forth in the Agreement

Non-Reimbursable Project Cost	PAYEE	DATE PAID	AMOUNT PAID	Description of Work

Attach evidence of payment and lien releases as applicable

_____
Signature of Developer

EXHIBIT F
INSURANCE SPECIFICATIONS

A. Developer's Policies.

Developer shall procure and maintain for the duration of the Agreement commercial general liability and umbrella insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with CID Improvements undertaken by Developer, as follows:

1. **Commercial General Liability**. [ISO "occurrence" form or its equivalent] $1,000,000 per occurrence limit and products - completed operations aggregate limit. Any general aggregate limit should be at least $2,000,000 with a per site/project endorsement.

2. **Excess/umbrella**. Minimum limit of $10,000,000 per occurrence/aggregate; except that such required coverage shall be reduced to $3,000,000 per occurrence/aggregate for any out lot within the CID upon the sale of such out lot.

B. Design Professional's Policies.

Developer shall cause any architect or engineer to procure and maintain for the duration of the design and construction of the CID Improvements, and for two (2) years following substantial completion of such improvements, professional liability insurance, as follows:

1. **Professional Liability**. Professional Liability Insurance in an amount not less than One Million Dollars ($1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. **General Liability**

(a) General Aggregate..... $2,000,000.00
(b) Personal and Advertising Injury (Each Person)..... $1,000,000.00
(c) Each Occurrence..... $1,000,000.00

Policy MUST include the following conditions: (a) Broad Form Contractual/ Contractually Assumed Liability; and (b) Independent Contractors; (c) explosion, collapse and underground.

C. General Contractor's Policies.

Developer shall cause any general contractor to procure and maintain for the duration of the construction of the relevant components of any CID Improvements by Developer insurance coverage for, as applicable, commercial general liability, an umbrella policy, business automobiles, workers compensation and employer's liability, and builder's risk, as follows:

1. **Commercial General Liability**. [ISO "occurrence" form or its equivalent] $1,000,000 per occurrence limit and products - completed operations aggregate

limit. Any general aggregate limit should be at least $2 million with a per site/project endorsement.

2. **Excess/umbrella**. Minimum limit of $2,000,000 per occurrence/aggregate.

3. **Business Automobile Coverage**. (*Owned and non-owned autos*) $1,000,000 per occurrence limit.

4. **Workers Compensation and Employers Liability**. Workers compensation statutory limits as required by the state of Kansas and employer's liability limits of $100,000/$500,000. *When workers compensation insurance policy is applicable, waiver of subrogation and "other states" coverage is required.*

5. **Builder's Risk**. Coverage equal to project values.

D. Coverage Limits. Coverage limits for Commercial General and Automobile Liability exposures may be met by a combination of primary and umbrella policy limits. The coverage requirements set forth above are minimum acceptable coverage limits and do not place a limit on the liability of the Developer.

E. Additional Insured. The City, its officials, officers, employees and agents shall be listed as additional insureds on the required insurance policies set forth above. Any other insurance maintained by the City shall be secondary and not contribute with the coverage provided by the Developer.

F. Kansas Tort Claims Act. These Insurance Requirements shall not modify or waive the provisions available to the City contained in the Kansas Tort Claims Act, Chapter 75, Article 61 of the Kansas Statute Annotated.

G. Verification of Coverage.

1. Upon written request of the City, Developer shall furnish, or cause the design professional or general contractor to furnish, the City certificates of insurance accompanied by ISO Form Additional insured endorsements or equivalent evidencing the coverage required by the City. Developer understands that such a request is hereby made and that such certificates and ISO Form must be delivered to City prior to submission of any request for reimbursement. The endorsements and certificate for each insurance policy are to be executed by a person authorized by the insurer to bind coverage on its behalf.

2. The certificate of insurance must contain a statement that the insurance coverages are provided by Kansas admitted insurance companies. Those not admitted must be approved by City.

3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance with the name, address, and telephone number of the claims office indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be assumed by and at the sole risk of the Developer, design professional, or general contractor, as applicable.

4. If any of the foregoing insurance coverages are "Claims-Made" form, coverage described in Paragraph A hereof will be required to remain in force for a minimum of two years after termination of this Agreement, and coverage described in Paragraphs B and C hereof will be required to remain in force for a minimum of two years after completion of the relevant component of a Developer CID Project. Also, Developer shall file with the City proof of annual renewal of coverage for any year in which such coverage is required hereunder.

H. Cancellation. Each insurance policy required hereunder shall not be suspended, voided, or canceled; except after thirty (30) days' written notice has been given to the City.