CITY OF LEAWOOD
GOVERNING BODY
MEETING AGENDA
Monday, July 15, 2019
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:00 P.M.

AGENDA

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

<table>
<thead>
<tr>
<th>Mayor Peggy Dunn</th>
<th>Councilmembers</th>
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<td>Ward One</td>
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<td>Debra Filla</td>
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<td>Andrew Osman</td>
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<td>Jim Rawlings</td>
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<td>Chuck Sipple</td>
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<td>Lisa Harrison</td>
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<td>Julie Cain</td>
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<td>James Azeltine</td>
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1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

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

4. PROCLAMATIONS

5. PRESENTATIONS/RECOGNITIONS

6. SPECIAL BUSINESS
   A. Resolution approving and authorizing the Mayor to execute Renewables Direct Participation Agreement for Kansas Customers between the City and Kansas City Power & Light [KCP&L]
   B. Resolution approving and authorizing the Mayor to execute a Real Estate Sale Contract between the City of Leawood, Kansas and Susan F. Grogan, Trustee of the Susan F. Grogan Trust and other necessary documents, for the purchase of real estate for a total cost of $457,000.00, for property located at 9619 Lee Boulevard

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. 2019-26 and 2019-27
Accept minutes of the July 1, 2019 Governing Body meeting
Accept minutes of the June 11, 2019 Parks & Recreation Advisory Board meeting
Accept minutes of the February 27, 2019 Stormwater Management Committee meeting
Approve Renewal of Cereal Malt Beverage [CMB] License for RA Sushi Bar Restaurant, located at 11638 Ash
Approve Renewal of Cereal Malt Beverage [CMB] License for Gordon Biersch Brewery Restaurant, located at 11652 Ash
Approve purchase in the amount of $15,795.00 from Foley Industries, for [1] 2019 Skyjack 3226 Electric Scissor Lift
Approve 2nd and Final Pay Request to Beemer Construction Company, Inc., pertaining to the removal and replacement of irrigation lift station and intake for Ironhorse Golf Course, located at 15400 Mission Road
Resolution approving and authorizing the Mayor to execute an Interlocal Agreement between the City and Board of County Commissioners of Johnson County, Kansas, pertaining to the Patrician Woods Stormwater Management Improvement Project, TM-04-006 [Project # 77018]
Resolution approving and authorizing the Mayor to execute a Right-of-Way Agreement between the City of Leawood and the City of Overland Park, Kansas, pertaining to Traffic Signal Poles located at Lee Boulevard and Mission Road [Project # 72081]
Resolution accepting a Storm Sewer Easement from Virginia M. Searce, Trustee of the Virginia M. Searce Living Trust and Robert W. Searce, Trustee of the Robert W. Searce Living Trust, for property located at 8422 Reinhardt Lane, Lot 29, the Cloisters Subdivision, pertaining to the Prairie Village Storm Water Improvement Project [SMAC Project # DB-11-014]
Resolution accepting a Temporary Construction Easement from Virginia M. Searce, Trustee of the Virginia M. Searce Living Trust and Robert W. Searce, Trustee of the Robert W. Searce Living Trust, for property located at 8422 Reinhardt Lane, Lot 29, the Cloisters Subdivision, pertaining to the Prairie Village Storm Water Improvement Project [SMAC Project # DB-11-014]
Resolution accepting a Temporary Construction Easement from Timothy R. and Brooke E. Schwob, for property located at 8409 Wenonga, Lot 78, the Cloisters Subdivision, pertaining to the Prairie Village Storm Water Improvement Project [SMAC Project # DB-11-014]
Resolution accepting a Temporary Construction Easement from Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust, for property located at 8426 Reinhardt Lane, Lot 30, the Cloisters Subdivision, pertaining to the Prairie Village Storm Water Improvement Project [SMAC Project # DB-11-014]
Resolution accepting a Permanent Storm Sewer Easement from Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust, for property located at 8426 Reinhardt Lane, Lot 30, the Cloisters Subdivision, pertaining to the Prairie Village Storm Water Improvement Project [SMAC Project # DB-11-014]
Police Department Monthly Report
Fire Department Monthly Report
Municipal Court Monthly Report

8. MAYOR’S REPORT

9. COUNCILMEMBERS’ REPORT
10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. ARTS COUNCIL
[from the May 21, 2019 Arts Council meeting]
A. Accept recommendation of Relocation of ‘Women of the World’ [Artist: Kwan Wu] to Justice Center
B. Accept recommendation of installation of Sky Writing I

13. STORMWATER MANAGEMENT COMMITTEE
[from the June 26, 2019 Stormwater Management Committee meeting]
A. Recommendation the City take no action regarding Patrician Woods SMAC Project and to not reimburse for any of the donated easements
B. Committee endorses and supports City’s new policy of offering a value of the taking to all affected properties within the sixty [60] day time frame as identified in the policy

14. PLANNING COMMISSION
[from the June 25, 2019 Planning Commission meeting]
A. Resolution approving a Final Plan and Final Plat for Regents Park Multi-family Subdivision, located south of 135th Street and west of Kenneth Road (PC Case 33-19)-[CONTINUED TO THE AUGUST 12, 2019 GOVERNING BODY MEETING]
B. Ordinance approving a Revised Preliminary Plan and Special Use Permit for Parkway Plaza – Kiddi Kollege Office/Daycare Addition, located south of 134th Street and east of Briar Street (PC Case 41-19) [ROLL CALL VOTE]
C. Resolution approving a Revised Final Plan for Town Center Plaza – Chase Bank, located north of 119th Street and east of Nall Avenue (PC Case 59-19)
D. Ordinance amending Sections 16-4-7.3 and 16-4-7.5, of the Leawood Development Ordinance [LDO] respectively entitled “Landscaping Requirements – Other Districts” and “Landscape Plan Requirements” and repealing existing Sections 16-4-7.3 and 16-4-7.5 and other sections in conflict herewith (PC Case 48-19) [ROLL CALL VOTE]
E. Resolution approving a Final Plan and Final Plat for Three Hallbrook Place – Office Building, located south of College Boulevard and west of State Line Road (PC Case 61-19)
F. Resolution approving a Revised Final Landscape Plan for Homestead of Leawood Assisted Living Facility, located south of 127th Street and west of State Line Road (PC 62-19)

15. OLD BUSINESS

The next regular meeting of the Leawood Governing Body will be
Monday, August 12, 2019
16. **OTHER BUSINESS**
   A. Schedule Governing Body meeting on August 12, 2019 at 7:00 P.M.

17. **NEW BUSINESS**

**ADJOURN**

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**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. 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.

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The next regular meeting of the Leawood Governing Body will be

**Monday, August 12, 2019**
<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>SUBJECT</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>August 5</td>
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<td>NO GOVERNING BODY MEETING; NO WORK SESSION</td>
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<tr>
<td>August 12</td>
<td>7:00 P.M.</td>
<td>Special Call Governing Body meeting</td>
<td>Council Chambers</td>
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<td>August 19</td>
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<td>NO GOVERNING BODY MEETING; NO WORK SESSION</td>
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<tr>
<td>September 3</td>
<td>6:00 P.M.</td>
<td>Executive Session: Non-Elected Personnel Matter</td>
<td>Main Conf. Room</td>
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<td>November 4</td>
<td>6:00 P.M.</td>
<td>Review Chamber of Commerce’s Annual Economic Plan</td>
<td>Main Conf. Room</td>
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<td>November 18</td>
<td>6:00 P.M.</td>
<td>Holiday Lighting Ceremony</td>
<td>Courtyard</td>
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The next regular meeting of the Leawood Governing Body will be 
Monday, August 12, 2019
Memo

To: Mayor Dunn and City Council Members
From: Patricia Bennett, Scott Lambers
Date: July 8, 2019
Re: KCPL Renewables Agreement

Attached please find a Renewables Agreement with KCPL. The Renewables program allows certain KCPL customers to participate in the KCPL program with the ultimate goal of providing more renewable energy.

Under the Agreement, the City would subscribe to a 1500 kW share of a renewable energy source. Once KCPL has an appropriate number of subscribers it will look to purchase renewable energy from an energy resource. Once purchased, the City would potentially get a benefit from the resource by paying a fixed sum of .020 per kWh for a portion of its energy usage. This would be in lieu of the ECA fee currently paid per kWh [normally more than .020 [per kWh]].

KCPL provided the attached estimate of potential savings from the program. The yellow highlighted box shows a potential savings of $3,544.30.

KCPL representatives will be in attendance at the meeting to discuss the program, the calculations and the agreement in more detail.
<table>
<thead>
<tr>
<th>Customer: City of Leawood</th>
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<tr>
<td><strong>Annual Offset (%)</strong></td>
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<tr>
<td>100%</td>
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<tr>
<td>Qualifying Energy Use (kWh)</td>
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<td>Subscribed Cap. (kW)</td>
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<tr>
<td>Fuel Savings</td>
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<td>Avg Fuel Costs ($)</td>
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<td>Renewables Direct Fuel ($)</td>
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<td>Est. Total Fuel Cost ($)</td>
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<td>Est. Fuel Savings ($)</td>
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<td>Est. Fuel Savings (%)</td>
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<td><strong>Total Bill Savings</strong></td>
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<td>Actual Bill ($)</td>
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<td>Green Tariff Bill ($)</td>
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<td>Est. Bill Savings ($)</td>
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<td>Est. Bill Savings (%)</td>
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<tr>
<td>kWh Difference</td>
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<td>All-In Energy Cost ($/kWh)</td>
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<td>RD All-In Energy Cost ($/kWh)</td>
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<tr>
<td>Capacity Factor</td>
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<tr>
<td>Est. RPC ($/kWh)</td>
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<tr>
<td>Current ECA ($/kWh)</td>
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RESOLUTION NO. ____________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWABLES DIRECT PARTICIPATION AGREEMENT FOR KANSAS CUSTOMERS BETWEEN THE CITY AND KANSAS CITY POWER & LIGHT [KCP&L]

WHEREAS, KCP&L is offering a program where the City has the opportunity of participating in KCP&L’s potential acquisition of alternative energy sources; and

WHEREAS, the parties desire to execute the Renewables Direct Participation Agreement for Kansas Customers.

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 Renewables Direct Participation Agreement for Kansas Customers between the City and KCP&L, 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 July, 2019.

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Kansas City Power and Light Company

Renewables Direct Participation Agreement for Kansas Customers

This Renewables Direct Participation Agreement (the "Agreement") is entered into on this 15th day of July, 2019 between Kansas City Power and Light Company (the “Company”) and City of Leawood (the “Customer”) for electric energy to be purchased from a renewable energy resource (“Resource 1”) under the Company’s Renewable Energy Rider Tariff (the “RER Tariff”).

Recitals

WHEREAS, the Customer desires to purchase, and the Company desires to provide, electric energy that is generated by Resource 1; and

WHEREAS, the Customer expects that the Customer will, during the term of this Agreement, have an average monthly peak demand of greater than 200 kW; and

WHEREAS, the Customer acknowledges and understands that participation in this Agreement is a voluntary choice by the Customer and is governed by the RER Tariff as approved by, and as may be changed from time to time by, the Kansas Corporation Commission (the "KCC”).

Agreement

The Customer and the Company agree:

1. RER Tariff Subscription
   a. The Customer agrees to offset its traditional electric energy usage by the Customer’s pro rata share from Resource 1 which the Customer agrees shall be a fixed monthly kilowatt (kW) amount of 1500 kW.
   b. Subject to the terms and conditions set forth in this Agreement and the RER Tariff, the Company hereby grants the Customer a subscription to the electric energy output proportionate to the above kW share for the applicable term identified herein.
   c. The Customer agrees to the following payment terms:
      i. Substitution of the Energy Cost Adjustment ("ECA") Surcharge with a fixed charge not to exceed $0.020 per kWh generated by the Customer’s pro rata share from Resource 1 plus an administration charge of $0.0003 per kWh for less than twenty-year Participation Agreements and billed as the Renewable Participation Charge (the "RPC").
      ii. The amount of energy subscribed to above will be a pro rata share based upon a fixed kW amount in 200 kW increments up to 1,000 kW and with additional increments in 500 kW thereafter, which will be converted to a pro rata share of Resource 1. The Customer will receive no additional capacity credit for their subscription.
      iii. All charges, adjustments and surcharges, except the ECA, will be billed at the standard rates applicable to the Customer’s rate class.
iv. Customers will receive a forecasted RPC credit, based on Resource 1's generating forecast, of their pro rata share's expected annual production spread evenly across each month of the year. The Customer's usage and corresponding RPC substitution of the ECA will be trued-up at the end of the year with any additional ECA recovery billed to the Customer. Any true-up will be applied to the first bill, occurring after January 15, of each calendar year. This bill may also reflect an RPC annual credit adjustment based on Resource 1's year-prior actual generation.

v. Excess energy generated by the Customer's pro rata share from Resource 1 and unused by the Customer in the calendar year will be credited to the Customer's bill at 80% of the RPC.

1. At the Company's discretion, and due to unforeseen Customer circumstances, such as a force majeure event, the Company may allow for RPC credits not utilized in a particular calendar year to be applied to the next calendar year.

vi. Information pertaining to all accounts will be provided in Appendix A.

1. The Company may elect to credit the accounts list in Appendix A starting with the account that has the highest energy usage and working through the smallest.

vii. Customers with recurring excess generation from this Agreement will have their contracted amount reduced to better match their usage at the Company's discretion.

d. The Company will not be held responsible for unforeseen or force majeure events that impact Resource 1's energy generation.

2. The term of this agreement shall be selected from either paragraph 2.a. or 2.b. below:

a. The agreed-upon term is (select only one):

   i. Five (5) years
   ii. Ten (10) years ☒
   iii. Fifteen (15) years
   iv. Twenty (20) years

b. The agreed-upon term of _____________________, which is the term remaining on the power purchase agreement (the "PPA") through which the Company obtained Resource 1.

3. Additional Terms and Conditions

a. Service hereunder is subject to the Company's RER Tariff and General Terms and Conditions as approved, and as may be changed from time to time, by the KCC.

b. The Customer understands that if the minimum program enrollment level is not met, as outlined in the RER Tariff, then Resource 1 will not be procured, and this Agreement will be void.

c. The Customer shall have the option to terminate this Agreement should the final RPC be higher than stated in Section 1.c.i. by providing written notice within 90 days of being notified of the finalized RPC.

d. The Customer also understands that the RPC under this Agreement is based upon the procurement of Resource 1 and may be different than other RPC established for future resources.
e. All provisions of the RER Tariff in which this Agreement relies upon are subject to changes made by order of the regulatory authority having jurisdiction.

f. The Customer being served or having been served under this Agreement waives all rights to any billing adjustments arising from a claim that the Customer’s service would be or would have been at a lower cost had it not participated in the Agreement.

g. The Customer may maintain participation in this program when relocating facilities or service within Company’s Kansas Service territory.

h. At the Customer’s request and cost, the Company will transfer the Renewable Energy Credits (RECs) associated with the Customer’s subscription on an annual basis. Should the Customer not make a request for transfer, the Company will retire the associated RECs on the Customer’s behalf annually to a nationally recognized renewable energy tracking system and provide a statement to Customer stating the volume of RECs retired on Customer’s behalf, all at no additional cost to Customer.

i. The RPC price outlined within this Agreement is fully fixed and will not rise or fall with changes to the ECA. The RPC price stated in this Agreement shall not be changed by Company during the term of this Agreement. Should the KCC or a party other than the Company increase the RPC fixed charge under this Agreement, Company shall provide ninety (90) days written notice to Customer, and Customer shall have the option of providing thirty (30) days notice to Company to cancel this Agreement without penalty or cost to Customer.

j. If the Customer ceases all operations within Company’s service territory during the term of this Agreement, this Agreement will terminate upon final billing. Any remaining excess energy generated by Resource 1 within the last billing period will be credited to the Customer’s bill at 80% of the Renewable Participation Charge.

____________________
Customer:

____________________
Representative/Title:

____________________
Signed:

Date: Click or tap to enter a date.

Kansas City Power and Light Company

Representative/Title: Kim Winslow, Director, Energy Solutions

____________________
Signed:

Date: Click or tap to enter a date.
Appendix A

[TO BE INSERTED BY COMPANY]
Memo

To: Mayor Dunn and City Council Members
From: Scott Lambers, Patricia Bennett
Date: July 8, 2019
Re: Contingent Real Estate Contract

Attached please find a Real Estate Sale Contract. The contract is for the City's purchase of the property located directly south of the City's Lee Boulevard property. The contract is contingent upon the City receiving a satisfactory title report.

The total cost of this transaction is $457,000. If you approve this contract, the City will deposit $10,000 and begin its due diligence on the purchase.

Please contact us if you have any questions.

Line item: 12065.11210.611000
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE SALE CONTRACT BETWEEN THE CITY OF LEAWOOD, KANSAS AND SUSAN F. GROGAN, TRUSTEE OF THE SUSAN F. GROGAN TRUST AND OTHER NECESSARY DOCUMENTS, FOR THE PURCHASE OF REAL ESTATE FOR A TOTAL COST OF $457,000.00, FOR PROPERTY LOCATED AT 9619 LEE BOULEVARD

WHEREAS, the City desires to acquire land adjacent to its property on Lee Boulevard;

WHEREAS, Susan F. Grogan, Trustee of the Susan F. Grogan Trust owns land adjacent to the City’s Lee Boulevard property; and

WHEREAS, the parties desire to enter into a Real Estate Sale Contract with certain contingencies, for the purchase of such land.

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 Real Estate Agreement, in the total amount of $457,000.00, and other necessary documents, between the City and Susan F. Grogan, Trustee of the Susan F. Grogan Trust, 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 July, 2019.

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
REAL ESTATE SALE CONTRACT

THIS CONTRACT is made as of the ___ day of July, 2019, by and between Susan F. Grogan, as Trustee of the Susan F. Grogan Trust dated ____________) (the "Seller"), and The City of Leawood, Kansas, a Kansas municipal corporation (the "Buyer").

IN CONSIDERATION of the mutual covenants herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. THE PROPERTY. For the price and upon and subject to the terms, conditions and provisions herein set forth, Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, the following property (collectively, the "Property"):

   (A) The land in Johnson County, Kansas, described in Exhibit A attached hereto and incorporated herein by reference (the "Land");

   (B) The residence, buildings, structures and/or improvements located or erected on the Land as of the date of this Contract (the "Improvements"); having a commonly referred address of 9619 Lee Boulevard, Leawood, Kansas 66206;

   (C) All and singular the estates, rights, privileges, easements and appurtenances belonging or in any wise appertaining to the Land and the Improvements.

2. DEPOSIT AND PURCHASE PRICE.

   (A) In connection with the execution of this Contract, Buyer shall deposit within five (5) business days following the complete execution of this Contract with Stewart Title Company (the "Title Company"), 1220 Washington Street, Suite 102, Kansas City, Missouri 64105 phone: (816) 988-9768 fax: (816) 988-9789, Attn.: Wayne Bennett (wbennett@stewart.com) the sum of Ten Thousand and no/100 Dollars ($10,000.00) to be held by the Title Company as security for the performance of Buyer's obligations hereunder. Said sum of $10,000.00 is herein called the "Deposit".

   If there has been performance by Seller of all of its obligations hereunder, and Buyer fails to comply herewith, and such default continues for five (5) days after written notice of such default to Buyer, then, as Seller's sole remedy by reason of such default, the Deposit shall be delivered to Seller and forfeited by Buyer as liquidated damages, and neither party shall have any further obligation or liability hereunder. If there has been performance by Buyer of all of its obligations hereunder, and Seller fails to comply herewith, and such default continues for five (5) days after written notice of such default, then Buyer shall have the right to seek specific performance of this Contract or to terminate the Contract and seek reimbursement in full of the Deposit as Buyer's exclusive remedies. If Buyer so terminates the Contract as a result of the default of Seller, the Title Company shall return the Deposit to Buyer; and

   (B) The purchase price ("Purchase Price") for the Property shall be Four Hundred Fifty Thousand and no/100 Dollars ($450,000.00) payable by Buyer to Seller on the "Closing Date" (hereinafter defined) by wire transfer of immediately available funds to the Title Company, for distribution to Seller. In addition to the Purchase Price, Buyer shall pay to Seller the additional compensation set forth on Exhibit B, attached hereto and incorporated herein by reference (the
"Additional Compensation".

3. **TITLE AND DEED.** On the Closing Date, Seller shall sell and convey to Buyer title to the Property by special warranty deed (the "Deed"), subject to all matters of record (excepting any mortgage(s), UCC financing statements and/or security instruments related thereto, and any mechanic's liens created by Seller, all of which shall be released from the Property by Seller at Closing), and those matters an accurate inspection and survey of the Property would disclose.

4. **TITLE COMMITMENT AND POLICY.**

   (A) Within fifteen (15) days after the date of this Contract, Buyer shall obtain a title insurance commitment for the Property (the "Title Commitment") issued by the Title Company and copies of all exception instruments listed in Schedule B of the Title Commitment (the "Exception Instruments"). The Title Commitment shall constitute the commitment of the Title Company to issue to Buyer, at Seller's expense, an owner's title insurance policy (the "Title Policy") on the then current standard ALTA Form B policy form, in the amount of the Purchase Price, insuring that at the time of recording of the Deed there is vested in Buyer fee simple title to the Property, subject only to those matters set forth herein.

   (B) Buyer shall have twenty (20) days after receipt of the Title Commitment and the Exception Instruments (the "Objection Period") to object in writing to any matters shown in the Title Commitment. If Buyer so objects, Seller shall have the right, but not the obligation, to cure such matters. Any such matters shall be deemed cured if Seller obtains the agreement of the Title Company to issue the Title Policy to Buyer without making exception for such matter or to provide affirmative insurance reasonably acceptable to Buyer against such matters. If Seller fails to cure such matters prior to the Closing Date, Buyer may (i) cancel this Contract by notice to Seller, in which event the Deposit shall be returned to Buyer and neither party shall have any further obligation or liability to the other hereunder; or (ii) waive such objection(s) as remain uncured and close on the transaction.

5. **BUYER TESTS AND INSPECTIONS.**

   (A) During the period beginning with the date of this Contract and ending on the date which is sixty (60) days from the date of this Contract (the "Inspection Period"), Buyer and its agents, employees and designees shall have the right of access to the Property at any time for the purpose of (i) making tests, borings, inquiries, surveys and examinations of the elevations, engineering, soils and environmental conditions, fire protection, sewer or septic, electricity, water, and the availability and presence of utilities on or adjacent to the Land, the physical and financial condition of the Property, the presence of wood destroying insects, and any and all other matters that Buyer deems relevant to its review and intended use of the Property (which tests, borings, inquiries, surveys and examinations are herein called the "Tests"); and (ii) inspecting the Improvements to determine whether the Improvements (including, without limitation, the roof, the structure and the mechanical, electrical, plumbing and heating, ventilating and air conditioning equipment and other components of the Improvements) are in condition and repair and suitable for Buyer's intended use.

   Buyer shall use all reasonable efforts to conduct Buyer's inspections and Tests in a manner which will minimize interference with the use and occupancy of the Property by Seller and shall indemnify and hold Seller harmless of and from all claims for bodily injury or property damage which are asserted against Seller as a direct result of Buyer's Tests and inspections.
(B) If during the Inspection Period, any aspect of the Property is deemed unacceptable to Buyer, for whatever reason and in Buyer’s absolute and sole discretion, then Buyer may upon notice to Seller given on or before the expiration of the Inspection Period, terminate this Contract and all of its obligations herein contained, in which event, the Deposit shall be returned to Buyer and the parties shall have no further liability to one another hereunder.

(C) Buyer acknowledges that Buyer will have had the opportunity to have independently inspected the Property, and that Buyer has entered into this Contract based upon its ability to undertake the Tests set forth in this Section. Accordingly, Seller hereby sells, transfers, conveys and assigns, and Buyer hereby accepts and assumes, the Property in its “as is” condition, and “with all faults” as of the Effective Date of this Contract and as of the Closing Date.

6. CONDITION OF PROPERTY; SELLER DISCLOSURE.

(A) Attached hereto as Exhibit C is Seller’s standard Seller Disclosure with respect to the Property based on Seller’s current actual knowledge; but without inquiry and without affirmative representation and/or warranty from Seller. Buyer acknowledges that in conducting Buyer's investigation prior to the Closing Date, if any, Buyer will make as full and complete an investigation and inspection of the Property and the operation thereof as Buyer desires, and will make full inquiry of Seller and of any other parties Buyer deems necessary or appropriate as to all matters deemed relevant by Buyer in evaluating the Property and this transaction.

7. CLOSING DATE.

(A) This transaction shall be closed upon the earlier of ninety (90) days following the expiration of the Inspection Period, or within thirty (30) days after notification from the Seller (provided, however, that such notification (a) must come after the Seller receives an accepted Title Commitment and (b) cannot come prior to the expiration of the Inspection Period) (the “Closing Date”), through the Title Company, as escrow agent.

(B) On the Closing Date, Seller shall deliver the Deed to Buyer, conveying the Property free and clear of all liens and encumbrances whatsoever, except as herein permitted, an Owner’s Affidavit acceptable to Buyer and the Title Company, and any other documents required by the Title Company to consummate the transaction herein contemplated.

(C) On the Closing Date, Buyer shall deliver to Seller the Purchase Price, minus the Deposit, and the Additional Consideration by a wire transfer, cashier’s or certified check, and any other documents required by the Title Company to consummate the transaction herein contemplated.

8. PRORATIONS.

(A) Taxes. All general state, county and city taxes, and installments of special assessments (if any) levied or assessed against the Property (collectively, "Taxes") shall be paid to the collecting authorities by Seller if due and payable on or before the Closing Date and shall be paid to the collecting authorities by Buyer if due and payable after the Closing Date; PROVIDED, HOWEVER, that the Taxes for the calendar year in which the Closing Date occurs (the "Proration Period") shall be prorated between Seller and Buyer as of the Closing Date.

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(B) **Other.** It is the intent of Seller and Buyer that Seller shall bear all of the expenses and burdens and shall be entitled to all of the benefits and income of and from the Property through the Closing Date, and Buyer shall bear all of such expenses and burdens and be entitled to all of such benefits and income after the Closing Date. The parties agree to prorate, on the Closing Date, all other items not expressly enumerated herein which are customarily prorated in transactions similar to the transaction contemplated by this Contract, to make any necessary post-closing adjustments in such prorations and to correct any errors in the prorations and adjustments under this Contract, which obligation shall survive the closing and delivery of the Deed.

9. **CLOSING COSTS.**

(A) Buyer shall pay the following costs at closing:

1. The Title Company's fee for acting as escrow agent;

2. The cost of recording the Deed;

3. The costs of the Title Commitment and Title Policy; and

4. Buyer's own attorney's fees.

(B) Seller shall pay the following costs at closing:

1. The cost of recording any releases and/or termination statements of any mortgage(s), UCC financing statements and/or security instruments related thereto, and any mechanic's liens created Seller and encumbering the Property as of the Closing Date;

4. Seller's own attorney's fees.

10. **POSSESSION.** Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

11. **CONDEMNATION.** If, prior to the Closing Date, all or any part of the Property shall be condemned by governmental or other lawful authority, Buyer may, at its option, either (a) complete this transaction, in which event this Contract shall remain in full force and effect in accordance with its terms, but Seller shall pay to Buyer all condemnation proceeds received with respect to such condemnation and shall assign to Buyer all rights of Seller in and to any unpaid condemnation proceeds; or (b) cancel this Contract, in which event the Title Company shall cause the Deposit to be returned to Buyer and neither party shall have any further obligation or liability to the other hereunder.

12. **CASUALTY DAMAGE.** If, before the Closing Date, all or any part of the improvements on the Property are destroyed or damaged by fire or other casualty, Buyer may, at its option, either (a) complete this transaction, in which event this Contract shall remain in full force and effect in accordance with its terms, but Seller shall pay to Buyer all insurance proceeds received by Seller with respect to such loss and shall assign to Buyer all rights of Seller in and to any unpaid insurance proceeds; or (b) cancel this Contract, in which event the Title Company shall cause the Deposit to be returned to Buyer and neither party shall have any further obligation or liability to the other hereunder.
13. **NOTICES.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be given by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: 
Susan Grogan  
9619 Lee Boulevard  
Leawood, Kansas 66206

With a copy to:  
Joseph R. Borich III  
4630 W. 137th Street, Suite 100  
Leawood, Kansas 66224  
Joseph.Borich@gmail.com

If to Buyer:  
Scott Lambers, City Administrator  
4800 Town Center Drive  
Leawood, Kansas 66211  
Scott@leawood.org

With a copy to:  
Patricia Bennett  
4800 Town Center Drive  
Leawood, Kansas 66211  
Pattyb@leawood.org

Notices given by personal delivery or overnight delivery service shall be deemed given and received on the date of actual receipt by the addressee. Notices given by registered or certified mail shall be deemed given on the date of registration or certification thereof and shall be deemed received on the earlier of (a) the date of the return receipt therefore, or (b) 3 days after deposit of same in the mail.

14. **BROKERS.** The parties warrant and represent to each other that neither has dealt with any agent or broker in connection with this transaction, and each party will be responsible for any costs as a result of its breach of these representations.

15. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all obligations under this Contract.

16. **SUCCESSORS AND ASSIGNS.** This Contract shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Buyer may assign its rights under the Contract to one affiliated limited liability company of Buyer without the prior written consent of Seller.

17. **HEADINGS.** The headings in this instrument have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof, or be used to construe any of such provisions.

18. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Kansas.
19. **EXHIBITS.** The Exhibits attached to this Contract and made a part hereof by this reference.

20. **NO WAIVER.** Except as otherwise expressly provided herein, (i) no waiver by a party of any breach of this Contract or of any other warranty, representation, condition or requirement hereunder by the other party shall be deemed to be a waiver of any other breach, warranty, representation, condition or requirement (whether or not of the same or a similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed a waiver of any breach of this Contract or of any warranty, representation, condition or requirement hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default or breach of the other party shall operate as a waiver of default or breach or as a modification or this Contract, and no such failure or delay shall prevent the exercise of any right or remedy by the first party while the other party continues to be in breach or default.

21. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Contract shall be deemed fully executed and effective when the parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures. Any signature delivered by a party by facsimile transmission, .pdf, or any other electronic means that preserves the image of the original signature, shall be deemed to be an original signature hereto.

22. **ENTIRE AGREEMENT; MODIFICATIONS.** This Contract and the Exhibits attached hereto contain the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder. All prior writings or discussions relative to the subject matter of this Contract are deemed merged into and superseded by this Contract. No subsequent modification of this Contract shall be effective unless made in writing and executed by Seller and Buyer.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**BUYER:**

The City of Leawood, Kansas, a Kansas municipal corporation

By: 

Name: 

Title:

**SELLER:**

Susan F. Grogan, Trustee of the Susan F. Grogan Trust dated 7/25/1995 as amended
EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LEAWOOD ESTATES LOT 119
EXHIBIT B
ADDITIONAL COMPENSATION

(1) $5,000 for Seller’s moving expenses;
(2) $1,500 for Seller’s attorney’s fees; and
(3) $500 for Seller’s appraisal fee.
EXHIBIT C

SELLER DISCLOSURE

(See Attached)
**SELLER’S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM**  
(Residential)

1. **NOTICE TO SELLER.**
   Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to BUYER all material defects, conditions and facts KNOWN TO SELLER which may materially affect the value of the Property. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. **NOTICE TO BUYER.**
   This is a disclosure of SELLER’S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. **OCCUPANCY.**
   Approximate age of Property? ___________________________ How long have you owned? ___________________________
   Does SELLER currently occupy the Property? ___________________________ Yes [ ] No [ ]
   If "No", how long has it been since SELLER occupied the Property? ___________________________ years/months

4. **LAND (SOILS, DRAINAGE AND BOUNDARIES).** (IF RURAL OR VACANT LAND, ATTACH SELLER’S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>(a)</td>
<td>Any fill or expansive soil on the Property? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(b)</td>
<td>Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(c)</td>
<td>The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(d)</td>
<td>Any drainage or flood problems on the Property or adjacent properties? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(e)</td>
<td>Any flood insurance premiums that you pay? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(f)</td>
<td>Any need for flood insurance on the Property? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(g)</td>
<td>Any boundaries of the Property being marked in any way? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(h)</td>
<td>The Property having had a stake survey? If &quot;Yes&quot;, attach copy. ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(i)</td>
<td>Any encroachments, boundary line disputes, or non-utility easements affecting the Property? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(j)</td>
<td>Any fencing on the Property? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(k)</td>
<td>Any diseased, dead, or damaged trees or shrubs on the Property? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(l)</td>
<td>Any gas/oil wells, lines or storage facilities on Property or adjacent property? ___________________________ Yes [ ] No [ ]</td>
</tr>
<tr>
<td>(m)</td>
<td>Any oil/gas leases, mineral, or water rights tied to the Property? ___________________________ Yes [ ] No [ ]</td>
</tr>
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   If any of the answers in this section are “Yes” (except h), explain in detail (attach other documentation): ___________________________
5. ROOF.
(a) Approximate Age: years  Unknown  Type:
(b) Have there been any problems with the roof, flashing or rain gutters? Yes  No
If "Yes", what was the date of the occurrence?
(c) Have there been any repairs to the roof, flashing or rain gutters? Yes  No
Date of and company performing such repairs
(d) Has there been any roof replacement? Yes  No
If "Yes", was it: Complete  Partial
(e) What is the number of layers currently in place? layers or Unknown.

If any of the answers in this section are "Yes", explain in detail (attach all warranty information
and other documentation):

6. INFESTATION. ARE YOU AWARE OF:
(a) Any termites, wood destroying insects, or other pests on the Property? Yes  No
(b) Any damage to the Property by termites, wood destroying insects or other
pests? Yes  No
(c) Any termite, wood destroying insects or other pest control treatments on the
Property in the last five years? Yes  No
If "Yes", list company, when and where treated
(d) Any current warranty, bait stations or other treatment coverage by a licensed
pest control company on the Property? Yes  No
If "Yes", the annual cost of service renewal is $ and the time
remaining on the service contract is . (Check one) The treatment
system stays with the Property or the treatment system is subject to removal by the
treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail (attach all warranty information
and other documentation):

7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS. ARE YOU AWARE OF:
(a) Any movement, shifting, deterioration, or other problems with walls,
foundations, crawl space or slab? Yes  No
(b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
crawl space, basement floor or garage? Yes  No
(c) Any corrective action taken including, but not limited to pieing or bracing? Yes  No
(d) Any water leakage or dampness in the house, crawl space or basement? Yes  No
(e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes  No
(f) Any problems with driveways, patios, decks, fences or retaining walls on
the Property? Yes  No
(g) Any problems with fireplace and/or chimney? Yes  No
Date of last cleaning:
(h) Does the Property have a sump pump? Yes  No
If "Yes", location:
(i) Any repairs or other attempts to control the cause or effect of any problem
described above? Yes  No
If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty
information and other documentation):

8. ADDITIONS AND/OR REMODELING.
(a) Are you aware of any additions, structural changes, or other material
alterations to the Property? ................................................................. Yes□ No□
if "Yes", explain in detail:

(b) If "Yes", were all necessary permits and approvals obtained, and was all
work in compliance with building codes? ........................................ N/A□ Yes□ No□
if "No", explain in detail:

9. PLUMBING RELATED ITEMS.
(a) What is the drinking water source? □ Public □ Private □ Well □ Cistern
If well water, state type ................................................................. depth

(b) If the drinking water source is a well, when was the water last checked for
safety and what was the result of the test?

(c) Is there a water softener on the Property? ...................................... Yes□ No□
if "Yes", is it: □ Leased □ Owned?

(d) Is there a water purifier system? .................................................. Yes□ No□
if "Yes", is it: □ Leased □ Owned?

(e) What type of sewage system serves the Property? □ Public Sewer □ Private Sewer
□ Septic System □ Cesspool □ Lagoon □ Other _______________________

(f) The location of the sewer line clean out trap is: _______________________

(g) Is there a sewage pump on the septic system? ................................ N/A□ Yes□ No□

(h) Is there a grinder pump system? .................................................... Yes□ No□

(i) If there is a privately owned system, when was the septic tank, cesspool, or sewage
system last serviced? ________________________ By whom? _________

(j) Is there a sprinkler system? ............................................................ Yes□ No□
Does sprinkler system cover full yard and landscaped areas? ............. N/A□ Yes□ No□

If "No", explain in detail:

(k) Are you aware of any leaks, backups, or other problems relating to any of the,
plumbing, water, and sewage related systems? ............................... Yes□ No□

(l) Type of plumbing material currently used in the Property:
□ Copper □ Galvanized □ Other _______________________

The location of the main water shut-off is:

(m) Is there a back flow prevention device on the lawn sprinkling system,
sewer or pool? .............................................................................. N/A□ Yes□ No□

If your answer to (k) in this section is "Yes", explain in detail (attach available
documentation):

_________________________________________________________________

_________________________________________________________________
10. HEATING AND AIR CONDITIONING.
(a) Does the Property have air conditioning? ........................................... Yes ☐ No ☐
☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. 2.
(b) Does the Property have heating systems? ............................................ Yes ☐ No ☐
☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane
☐ Fuel Tank ☐ Other
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. 2.
(c) Are there rooms without heat or air conditioning? ............................ Yes ☐ No ☐
If “Yes”, which room(s)?
(d) Does the Property have a water heater? ................................. Yes ☐ No ☐
☐ Electric ☐ Gas ☐ Solar
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. 2.
(e) Are you aware of any problems regarding these items? .................... Yes ☐ No ☐
If “Yes”, explain in detail:

11. ELECTRICAL SYSTEM.
(a) Type of material used: ☐ Copper ☐ Aluminum ☐ Unknown
(b) Type of electrical panel(s): ☐ Breaker ☐ Fuse
Location of electrical panel(s):
Size of electrical panel (total amps), if known:
(c) Are you aware of any problem with the electrical system? .............. Yes ☐ No ☐
If "Yes", explain in detail:

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:
(a) Any underground tanks on the Property? ......................................... Yes ☐ No ☐
(b) Any landfill on the Property? ....................................................... Yes ☐ No ☐
(c) Any toxic substances on the Property, (e.g. tires, batteries, etc.)? ...... Yes ☐ No ☐
(d) Any testing for any of the above-listed items on the Property? ............ Yes ☐ No ☐
(e) Any testing for radon on the Property? ......................................... Yes ☐ No ☐
(f) Any testing for mold on the Property? .......................................... Yes ☐ No ☐
(g) Any other environmental issues? .................................................... Yes ☐ No ☐
(h) Any methamphetamine or controlled substances ever being
used or manufactured on the Property? ............................................. Yes ☐ No ☐
(In Missouri, a separate disclosure is required if methamphetamine or
other controlled substances have been present on or in the Property.)
If any of the answers in this section are “Yes”, explain in detail (attach test results and other documentation):

13. NEIGHBORHOOD INFORMATION & HOMEOWNER’S ASSOCIATION. ARE YOU AWARE OF:
   (a) Any current/pending bonds, assessments, or special taxes that apply to Property? 
      .......................................................... Yes □ No □
      If “Yes”, what is the amount? $
   (b) Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such?
      .......................................................... Yes □ No □
   (c) The Property being subject to covenants, conditions, and restrictions of a Homeowner’s Association or subdivision restrictions?
      ................................................................ Yes □ No □
   (d) Any violations of such covenants and restrictions? N/A □ Yes □ No □
   (e) The Homeowner’s Association imposing its own transfer fee and/or initiation fee when the Property is sold? 
      ................................................................... N/A □ Yes □ No □
      If “Yes”, what is the amount? $
   (f) Any defect, damage, proposed change or problem with any common elements or common areas? 
      ..................................................................... Yes □ No □
   (g) Any condition or claim which may result in any change to assessments or fees? 
      ..................................................................... Yes □ No □
   (h) Any streets that are privately owned? 
      ..................................................................... Yes □ No □
   (i) The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? 
      ..................................................................... Yes □ No □
   (j) The Property being subject to tax abatement? 
      ..................................................................... Yes □ No □
   (k) The Property being subject to a right of first refusal? 
      ..................................................................... Yes □ No □
   If any of the answers in this section are “Yes” (except c and e), explain in detail (attach other documentation):

Homeowner’s Association dues are paid in full until _______ in the amount of $
payable □ yearly □ semi-annually □ monthly □ quarterly, sent to ____________________________ and such includes: 
Homeowner’s Association/Management Company contact name, phone number, website, or email address:

14. PRE-INSPECTION (INSPECTION DONE IN PREPARATION OF LISTING THE PROPERTY).
   (a) Has Property been pre-inspected?
      .......................................................... Yes □ No □
      If “Yes”, attach copy of inspection report consisting of _______ number of pages.

15. OTHER MATTERS. ARE YOU AWARE OF:
   (a) Any of the following? 
      □ Party walls □ Common areas □ Easement Driveways ........................................... Yes □ No □
   (b) Any fire damage to the Property? 
      .......................................................... Yes □ No □
   (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? 
      .......................................................... Yes □ No □
   (d) Any violations of laws or regulations affecting the Property?
      .......................................................... Yes □ No □
   (e) Any other conditions that may materially affect the value or desirability of the Property?
      .......................................................... Yes □ No □
(f) Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property?

(g) Any general stains or pet stains to the carpet, the flooring or sub-flooring?

(h) Having keys for all exterior doors, including garage doors to the Property?

(i) List locks without keys

(j) Any violations of zoning, setbacks or restrictions, or non-conforming uses?

(k) Any unrecorded interests affecting the Property?

(l) Any existing or threatened legal action pertaining to the Property?

(m) Any litigation or settlement pertaining to the Property?

(n) Any added insulation since you have owned the Property?

(o) Having replaced any appliances that remain with the Property in the past five years?

(p) Any transferable warranties on the Property or any of its components?

(q) Having made any insurance or other claims pertaining to the Property in the past 5 years?

(r) Any use of synthetic stucco on the Property?

If any of the answers in this section are "Yes" (except h), explain in detail:

16. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name: ____________________________ Phone # ____________________________

Gas Company Name: ____________________________ Phone # ____________________________

Water Company Name: ____________________________ Phone # ____________________________

17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller’s Disclosure and Condition of Property Addendum ("Seller’s Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b of the Contract supersede the Seller’s Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller’s Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller’s Disclosure and the Paragraph 1 list, the Seller’s Disclosure governs. Unless modified by the Seller’s Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property.
"OS" = Operating and Staying with the Property (any item that is performing its intended function).
"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.
"NA" = Not applicable (any item not present).
"NS" = Not staying with the Property (item should be identified as "NS" below and addressed as an exclusion in the Contract).

---

Air Conditioning Window Units, #___
300

Air Conditioning Central System ___
301

Attached Audio/Visual Equipment ___
302

Attic Fan ___
303

Ceiling Fans, #___
304

Central Vac and Attachments ___
305

Doorbell ___
306

Electric Air Cleaner or Purifier ___
307

Exhaust Fan(s) - Baths ___
308

Fireplace Heat Re-circulator ___
309

Fireplace Insert ___
310

Fireplace Gas Logs ___
311

Fireplace Gas Starter ___
312

Fireplace - Wood Burning Stove ___
313

Fountain(s) ___
314

Furnace/Heating Pump/Other Htg System ___
315

Garage Door Opener(s) ___
316

Garage Door Transmitter(s), #___
317

Gas Grill ___
318

Gas Yard Light ___
319

Humidifier ___
320

Intercom ___
321

Other ___
322

Other ___
323

---

Kitchen Appliances

Cooktop ___ Elec. ___ Gas ___

Dishwasher ___

Disposal ___

Freezer ___

Location ___

Icemaker ___

Microwave Oven ___

Oven ___

Elec. ___ Gas ___ Convection ___

Refrigerator (#1) ___

Location ___

Refrigerator (#2) ___

Location ___

Trash Compactor ___

Laundry - Washer ___

Laundry - Dryer ___

Mounted Entertainment Equipment ___

Item #1 ___

Item #2 ___

Item #3 ___

Location ___

Location ___

Location ___

Location ___

Location ___

Location ___

Propane Tank ___

Owned ___ Leased ___

Security System ___

Owned ___ Leased ___

Smoke Detector(s), #___

Spa/Hot Tub ___

Spa/Sauna ___

Spa Equipment ___

Sprinkler System ___

Sprinkler System Back Flow Valve ___

Sprinkler System Auto Timer ___

Statuary/Yard Art ___

Sump Pump ___

Swimming Pool ___

Swimming Pool Heater ___

Swimming Pool Equipment ___

TV Antenna/Receiver/Satellite Dish ___

Water Softener and/or Purifier ___

Water Softener and/or Purifier ___

Other ___

Other ___

Other ___

Other ___

---

Disclaim any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

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The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will promptly notify Licensee assisting the SELLER in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).

---

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

---

SELLER

DATE

SELLER

DATE

Seller's Disclosure and Condition of Property Addendum – Residential 2012
Page 7 of 8
BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.

2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.

3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.

4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in Property.

5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing and signed by them.

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122 checks in this report.

Grand Total All Checks: $704,001.88
Regular Meeting
THE LEAWOOD CITY COUNCIL
July 1, 2019

Minutes

DVD No. 444

The City Council of the City of Leawood, Kansas, met in regular session in the Council Chambers, 4800 Town Center Drive, 7:00 P.M. on Monday, July 1, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: Andrew Osman

Staff Present: Scott Lambers, City Administrator
David Ley, Public Works Director
Mark Tepesch, Info. Services Specialist III
Debra Harper

Staff Present: Patty Bennett, City Attorney
Chief Troy Rettig, Police Department
Dawn Long, Finance Director

Others Present: David Arteberry, Senior Vice President, George K. Baum & Company, Municipal Advisor

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

Mayor Dunn stated the agenda was amended to add a request for recess into Executive Session under Agenda Item 15. New Business.

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

3. CITIZEN COMMENTS

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

Mr. Tim Fisher, 9641 Lee Boulevard, stated he lives on the east side of Lee Boulevard where there are no sidewalks. He asked if sidewalks would be part of the Lee Boulevard construction project because sidewalks in the area have become uneven and choppy due to the freeze-thaw cycle.

Mr. Ley stated Public Works is not modifying sidewalks on Lee Boulevard. Sidewalks will remain on one side and be replaced only where there is conflict with storm sewer replacement planned from 98th Street to approximately 1,200 ft. north.
Mayor Dunn pointed out many property owners may not be aware sidewalks are the responsibility of the abutting property owner. There are occasions when the City has made corrections, modifications or improvements, but generally these are in a queue awaiting excess time and funding.

Mr. Fisher expressed concern about vehicle traffic traveling about 45 miles per hour, exceeding the posted speed limit of 35 miles per hour on Lee Boulevard. The neighborhood now has many families with young children and safety is a concern. He asked if the City would look into reducing the speed limit to 30 miles per hour or using flashing speed limit signs similar to the one used on West 98th Terrace to slow traffic. The narrowing of the roadway for bicycle lanes may help reduce traffic speed.

Mr. Ley stated once Lee Boulevard Phase I construction is complete, a speed study will be conduct later this year or early next year to determine an appropriate speed limit. Mayor Dunn stated there could be a possibility the speed limit would be reduced.

Mr. Fisher asked if the Lee Boulevard bicycle lanes were for certain to be installed. He stated Kansas City, Missouri, had recently voted not to construct bicycle lanes that would have met up with Leawood’s lanes. This would leave a portion of roadway without bicycle lanes from City Park to 103rd Street, with 103rd Street being too narrow to have bicycle lanes, but there would be lanes from 103rd Street to Somerset. There would be no real points of interest at either end, and he questioned if the bicycle lanes were logical and the best use of resources.

Mr. Ley confirmed bicycle lanes are to be installed per Leawood’s Bicycle-Pedestrian Plan and the project is already under construction. The speed limit on the section of road at 103rd and City Park is posted at 25 miles per hour and the City typically has bicycle lanes on roadways with posted speed limits of 35 miles per hour or higher. With lower speed limits, sharrows would be marked on the pavement to alert travelers this is a bicycle route. Future expansion of bicycle routes are planned from Somerset to Lee Boulevard, down to Mission Road, then south along Tomahawk Creek Parkway. This is one of the most-used bicycle routes in the City.

Mr. Fisher questioned if the route expansion was in the City’s budget. Mr. Ley confirmed, stating next year would be Lee Boulevard from 83rd Street to 95th Street, following year would be north of 83rd Street, and 2022 would be Tomahawk Creek Parkway.

Mayor Dunn thanked Mr. Fisher for his comments.

4. **PROCLAMATIONS** – None

5. **PRESENTATIONS/RECOGNITIONS** – None
6.  SPECIAL BUSINESS
   A.  Resolution No. 5216, authorizing the offering for sale of General Obligation Bonds and
       General Obligation Temporary Notes of the City of Leawood, Kansas; approving the
       form of Notice of Sale and Preliminary Official Statement to be used in connection
       therewith; and authorizing the advertisement of such sale in the manner prescribed by
       law

       Ms. Long confirmed to Councilmember Filla the stormwater 2018 Temporary Notes would roll-over to
       2020 to provide for a larger amount of projects to bond. Councilmember Filla expressed appreciation
       for review of early refunding opportunities, noting the $82,000 savings to the City.

       A motion to approve Agenda Item 6.A. was made by Councilmember Filla; seconded by
       Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

   B.  Public Hearing

       Consider the vacation of a Drainage and Utility Easement, located at 1900 W. 142nd
       Street, Lot 34, Bi-State Business Park, Second Plat, within the City of Leawood, Johnson County,
       Kansas [Petitioner: High Life Sales Company]

       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 7-0.

   C.  Ordinance No. 2950, vacating a Drainage and Utility Easement, located at or about
       1900 W. 142nd Street, Lot 34, Bi-State Business Park, Second Plat, within the City of
       Leawood, Johnson County, Kansas [Petitioner: High Life Sales Company] [ROLL
       CALL VOTE]

       Councilmember Filla requested the cause for the action, stating admiration for the specificity and
       currency of this type of transaction.

       Mr. Ley stated High Life Sales Company expanded a building to the south, which overlapped this
       utility easement. There are currently no utilities in the easement, they were just shown on the plat. He
       pointed out that financial institutions typically do not like for easements to be under buildings.

       A motion to pass Agenda Item 6.C. was made by Councilmember Rawlings; seconded by
       Councilmember Azeltine. The motion was approved with a unanimous roll call vote of 7-0.

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. 2019-24 and 2019-25
   B.  Accept minutes of the June 17, 2019 Governing Body meeting
   C.  Accept minutes of the June 10, 2019 Budget & Finance Committee Work Session
   D.  Approve 10\textsuperscript{th} and Final Pay Request in the amount of $8,512.50 to HDR Engineering,
       Inc., pertaining to the Preliminary Engineering Study for drainage improvements north
       of I-435 between Mission Farms and Lee Boulevard [Project # 73004]
E. **Resolution No. 5217**, calling for a Public Hearing to be held on Monday, August 12, 2019, at 7:00 P.M., or as soon thereafter as may be heard, to consider the 2020 Fiscal Budget for the City of Leawood, Kansas

F. **Resolution No. 5218**, approving and authorizing the Mayor to execute an Independent Contractor Agreement in an amount not to exceed $30,000.00 between the City and American Sentry, pertaining to the installation of Access System/Lock Hardware at Fire Station No. 2, located at 12701 Mission Road, and Fire Station No. 3, located at 14801 Mission Road

G. **Resolution No. 5219**, approving and authorizing the Mayor to execute Amendment No. 2, to a Professional Service Agreement between the City and McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc., dated April 3, 2017, and as amended on May 7, 2018, in the amount of $58,350.00, pertaining to the Leawood South Stormwater Project, TM-04-008 [Project # 80255]

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

8. **MAYOR’S REPORT**
   A. Annual Report: American Revolution Tricentennial CD Fund. As you know, the Leawood American Revolution Bicentennial Committee presented the City with a Certificate of Deposit [CD] in the amount of $1,000.00 on July 6, 1976 which was received by former Mayor William Eddy. Last year the CD earned $42.76 in interest on the principal amount of $8,682.68, bringing the current balance of the CD to $8,725.44. The new CD yields an interest rate of 0.49% and ways to improve the yield rate should be reviewed by the Finance Department. The CD is in the custodial care of the Governing Body until the Tricentennial in 2076.

   B. Sympathies to family and friends of Congresswoman Jan Meyers who recently passed away at age 90. She represented the 3rd Congressional District from 1985 to 1997. Previously, she served on the Overland Park City Council from 1967 to 1972 and the Kansas Senate from 1972 to 1984. She was the first Republican woman elected to the U.S. House of Representatives from Kansas.

   C. Reminder of the wonderful 4th of July celebration from 6:00 P.M. to 10:00 P.M. in City Park, with fireworks display late in the evening. Banner artist Zach Newton and Councilmember Julie Cain and members of the Banner Selection Committee will be present for dedication of the banners, which will take place on stage about 7:30 P.M. There will be numerous vendors, a musical band, and recognition of military Veterans.

   D. The Leawood Stage Company is presenting “Kiss Me Kate” on July 11, 12, 13, 14 and 18, 19, 20, starting at 8:00 P.M. in the Ironwoods Park Amphitheater. Performance are free and family-friendly; bring your blankets. Councilmember James Azeltine is starring in the production.

9. **COUNCILMEMBERS’ REPORT** – None

10. **CITY ADMINISTRATOR REPORT** – None

11. **STAFF REPORT** – None
COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION – None

13. OLD BUSINESS – None

14. OTHER BUSINESS
   Schedule Governing Body meeting on July 15, 2019 at 7:00 P.M.

   A motion to approve Agenda Item 14. was made by Councilmember Cain; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

15. NEW BUSINESS
   Executive Session immediately following Regular Council Meeting to consult with attorney for preliminary discussion of the acquisition of real property exception under K.S.A. §75-4319(b)(6)

   A motion that the Governing Body recess into Executive Session for 30 minutes to discuss the possible acquisition of real property pursuant to the preliminary discussion of the acquisition of real property exception under KSA § 75-4319(b)(6), with open meeting to resume in Main Conference Room was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

The Governing Body reconvened into open meeting at 7:55 P.M. in the Main Conference Room.

There being no further business, the meeting was adjourned.

ADJOURN

Debra Harper, CMC, City Clerk

Cindy Jacobus, Assistant City Clerk
Board members in attendance: Chair Karen Ward-Reimer, Amy Vlastic, Kim Galbraith, and JoLynn Hobbs

Board Members absent: Gary Swanson, Bob Wright, and Lorrie Hamilton

Council Liaison present: Julie Cain and Chuck Sipple

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

Chair Karen Ward-Reimer called the meeting to order at 5:40 p.m.

Chair Karen Ward-Reimer made a motion to approve the April 12th, 2019 meeting minutes with an amendment that her name be listed under board members absent. Amy seconded the motion with the amendment. The minutes were approved unanimously.

I. Old Business

A. Update on RFP Process for 96th and Lee

Chris stated that the task group for the new park has scheduled interviews with four design companies during the week of June 24th. Bruce Martin from the Leawood Historic Commission has moved out of state and Janet O’Neal will serve as interim chair until the end of the year. The group is in the process of compiling a list of interview questions. The four firms selected for interviews are Plaid Collaborative, Virco, BBN Architects, and Landworks Studio. They would like to have one of the companies selected to go under contract on the second Council meeting in September, with the understanding that the project is still a ways off.

B. Update on Art Piece for Sculpture Garden

Chris informed the group that the possible site locations for “Inspiration” by Rita Blitt has been marked with three stakes to determine the best view. The location is the southeast corner of College and Tomahawk Creek Parkway. They have determined the orange tipped pole will provide the best view from the most angles.

Council Liaison Sipple asked if the Arts Council helped determine the location for the piece.

Chris responded that the Art in Public Places Initiative committee has preliminarily agreed to that location.

April added that City Council has also preliminarily agreed to this location. The piece still needs to go through the City’s planning process.

Chris added that the piece will need a site plan as well as to go through the Planning Commission and City Council for final approval before it is placed at the location.
C. **Discuss Potential Change of CIP Projects**

Chris informed the committee that she is planning to have a discussion with the City Administrator on beginning the Roe trail connection project in 2019 vs. the pool house project. This would move the pool house renovation project to the year 2021. The trail connection project is feasible for the amount of time; however, she needs to speak with the City Administrator on budget restraints. There is not enough time between seasons to get the pool house through the process and this is something we do not want to hurry with.

D. **Discuss Leewood Foundation Projects**

Chris informed the group that she attended the Leewood Foundation meeting last week and provided cost estimates and preferred vendor options for the new restroom project at the North Lake. They discovered there is a connection to sanitary at that location which will help greatly. Public Works Director, David Ley discussed the connection with Johnson County Waste Water and had Olsson and Associates look at the flood plain to see if raising the restroom would have any impact. The Foundation is proposing to offer the first $50,000 and request that the City matches that amount in 2019. In 2020, the Foundation will raise another $50,000 and asks that the City match that amount as well. The estimated cost is approximately $204,000 plus the site work, boring for utilities, installing a water meter, and a crane to set the structure. The structure includes a breezeway, small storage area for supplies, and four restrooms.

Council Liaison Sipple asked if the restroom will be open all year.

Chris stated that it might shut down in colder weather but will be heated and cooled.

Council Liaison Sipple asked if there is an example of their work locally that they can visit.

Chris stated she asked the company and will get back to everyone if there is a local example of their work.

II. **New Business**

A. **Discuss Post Renovation Tennis Court Issues**

Chris informed the group that we have had paint flaking issues on the top layer of the new tennis courts. They have met with Continental Engineering and O’Connell Construction and have come up with a solution to fix the problem. The work will be done at their cost, not the City’s. They will likely start resurfacing in early August and the project will take approximately two weeks.

Amy asked if the courts are busy this time of year.

Chris responded that they are often busy with pickle ball in the morning and tennis in the afternoon and evening. Chris added that the pickle ball group is very pleased with the new nets and usually play every day.

B. **Discuss Use of Instagram for Parks and Recreation**

Kim informed the group that she researched Instagram use for businesses. Kim listed several statistics regarding Instagram:

1. Sixty percent of social media users use Instagram.
2. Fifty percent of Instagram users follow businesses and have learned of a new product through Instagram.
3. Thirty percent of Instagram users have purchased something directly through Instagram.

Kim G. stated that most millennials use Instagram more than Facebook. We are missing this market.

Kim C. stated that because they schedule social media posts through the Hootsuite app they can add on Instagram post simultaneously and it will require almost no additional effort.

Kim G. added that she has recently found out through her business that Facebook can limit the number of views your Facebook page has. It may be beneficial for our Facebook administrator to create specific pages or groups for specific interests such as swim team or soccer.

Amy made a motion to recommend to the City Council that Parks and Recreation be allowed to add Instagram to their media platform. JoLynn seconded the motion. The motion was approved unanimously.

III. Staff Reports

Kim reported the following:
- Tee ball is up and running with 36 teams this year.
- First Tee is up and running with a new two week format.
- Pool revenue is slightly down compared to 2018 due to weather.
- We are hosting the swim team championships this year on July 10th.
- 4th of July is coming along well, we look forward to seeing everyone there for food, fireworks, and entertainment. We will also be recognizing veterans and our new banner creator; Zach Newton.
- Girl Scout twilight camps are up and running and have been very successful.

April reported the following:
- Kids concert series at Ironwoods are going well, we have two more remaining.
- Old Time Stories and Fun is going well. This year it is about trails between 1850 and 1863.
- “Kiss Me Kate” rehearsals happening currently at the Lodge at Ironwoods. The show opens on July 11.
- August Concert Series coming up soon. Concerts will take place at Ironwoods Park on Sunday evenings.
- History for all Ages Lecture Series, where the Senior Barn Players use first person interpretation of historical figures have been very well attended.
- Dedication of the Historic Shops of Leawood went very well with a great turnout. Family of the original shop owners attended as well as George Kroh.

Chris reported the following:
- “At The Range” event at Ironhorse on with music, golf skill challenges, and Beauty and The Bistro Food Truck.
- 2020 budget meeting took place last night on June 10th
- Splash Across Kansas is up and running if you would like to purchase a pass. It allows you to visit participating aquatic facilities all across Kansas.
IV. Miscellaneous

**Chris** informed everyone that there has been a sinkhole at the entrance to Tomahawk Park due to failing corrugated pipes. They are working on repairs now and should be done in several weeks.

**Council Liaison Sipple** asked where we stand on the issue of using stepping stones to art pieces throughout the City.

**Chris** responded that we cannot use stepping stones or flagstones due to ADA regulations. We must use concrete or asphalt and they must be correctly ADA graded. We will explore what pieces would require this and report back.

**Council Liaison Sipple** asked about the issue of mud at Leawood Dog Park.

**Chris** responded that they have decided to let knotweed take over for the rest of this season. We have looked into Bermuda grass but currently it is too expensive. We plan to allocate some funds in the 2020 budget for Bermuda grass.

**Council Liaison Sipple** asked who donated the Asian inspired sculptures and where the sculptures will be placed.

**April** responded that we have received three Asian inspired sculptures from Roger Ratliff. They will be placed near, but not directly next to, the Pagoda structure at I-Lan Park. They will be secured on a concrete base.

**Chris** stated she will send everyone photos of the donated pieces.

**JoLynn** asked how the street construction on Lee Boulevard will affect street trees in North Leawood.

**Chris** responded that JoLynn should reach out to David Ley to discuss concerns about the project.

**JoLynn** asked what the progress of the new fire station project is.

**Chris** responded that they are currently deciding on whether or not to add a fourth bay to the new fire station.

V. Next scheduled Meeting Date

The next meeting will be held July 9th at 5:30 p.m. in the Maple Room of the Community Center.

**Chair Karen Ward Reimer** 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, Parks and Recreation Director**
MINUTES of the
STORMWATER MANAGEMENT COMMITTEE
Meeting of: Wednesday, February 27, 2019
Leawood City Hall, Main Conference Room

COMMITTEE MEMBERS PRESENT:
James Azeltine, CHAIR and Councilmember Ward 4
Debra Filla, Vice Chair and Councilmember Ward 1
John Kahl
Mary Larson, Councilmember Ward 2
Bill Ramsey
Curt Talcott

COMMITTEE MEMBERS ABSENT:
Lisa Harrison, Councilmember Ward 3
Skip Johnson
Carole Lechevin
David Lindley

STAFF PRESENT:
Kathy Byard, Budget Manager, Finance Department
David Ley, P.E., Director of Public Works
Dawn Long, Director of Finance
Brian Scovill, P.E. City Engineer
Julie Stasi, Administrative Services Manager, Sr.

CALL TO ORDER: Chair Azeltine called the meeting to order at 7:35 A.M.
INTRODUCTIONS of those in attendance. Weather was icy this morning; two committee members scheduled to attend called to cancel today’s attendance. Due to no quorum at the beginning of the meeting, the Chair chose to discuss what Staff had brought to the meeting first. Once a quorum was met with six (6) members, Committee Business was acted upon.

FIRST ITEM OF BUSINESS: Review and approval of previous meeting Minutes.
ACTION: Debra Filla made a Motion to approve the Minutes as written of January 30, 2019. Mary Larson seconded the Motion to approve. All members in attendance were in favor. Motion passed; Minutes approved.

SECOND ITEM OF BUSINESS: Review Stormwater Projects and Funding. Chair Azeltine advised the last time we had a discussion our members were not sure how the funding mechanisms worked, so we asked for a review to go over that.
David Ley invited the Finance Department to attend. Finance provided a handout.
David said there were some questions on the funding sources and the amount of City Projects that we have so we decided to have an annual meeting early in the year to review these items and discuss the two funding sources from the City. Leawood has the 1/8 cent sales tax and the metal pipe replacement program that is a bonded project. In addition to these, we work with Johnson County in obtaining Stormwater Management Advisory Council (SMAC) Funding and also County Assistance Road Systems (CARS) Funding.

SMAC Funding is currently for flood control projects, but they are expanding that beginning in 2021, to include maintenance projects. So we continue to work with Johnson County for those funds. Also on the CARS Program, that is County Assisted Road System and they fund 50% of the Arterial Projects. So if we have metal pipe on an arterial project, then we would include that metal pipe replacement in the CARS Fund Request. They pay for anything associated with the streets. Sidewalk, street lights, traffic signals and storm sewer. Staff provided map reviews & information on current projects underway as well.
They are going to put some money aside for next year, it is not a lot of money, but we are going to make an application in the next month and try to obtain funding for our metal pipe program next year. They have the database for the entire storm sewer network for the County and they have prioritized the replacements based on age and if a structure fails, what potential damage could be done. So they have a rating system that they will use.

Debra Filla-How many Cities besides Leawood are included in this?
David Ley-Only a few, well the big ones. Overland Park, Leawood, Olathe, Shawnee, Lenexa. The smaller cities have issues, not knowing where all their pipes are.
Curt Talcott-They do not even know where all of the pipes are. The smaller cities do not have an inventory. The county is requiring that you have all your pipes inventoried before you apply for the maintenance projects.
David Ley-That came up and I think some of the cities became opposed to that.

Kathy Byard-gave a review of the 1/8 cent sales tax along with a history of the tax that began on July 1st, 2000 and was for five years. A display was shown of the history and annual collections and is attached to these Minutes. The tax was to be split equally between street and stormwater type repairs. The tax has been renewed four times now. The last time the tax was approved was November of 2015, and that was for seven years. It is uncertain what will happen after this is completed this time. But more than likely will need to be on the ballot in November 2020, for a continuance of the funding source. With continued voter approval, the 1/8 cent sales tax has been extended until June 30, 2021, and will end on July 1, 2021, unless renewed again by the voters. A history of projects that have been completed since 2000 up to projected year of 2020 was shown along with expected expenditures and county funding/reimbursements.

In looking at the information from the Finance Department, you can see that annually (looking at the year 2018), Leawood’s collections from the tax were $918,000 rounded. We earn interest in that fund. Some years it is not that great, it just depends on the fund balance and what the interest rate was. The next columns on the report show each year’s expenses, and reimbursements and then the last column shows what was transferred in for the City’s street repairs. So overall, we have collected around $15 million dollars with it split equally between our storm and street infrastructures.

James Azeltine asked if there was any language back in the ballot that mandated that the funding be split 50/50 between street & stormwater.
Kathy Byard-Thought yes that it said that, but she would have to pull that information and see for sure. She believes that is how it was presented to us that it be split 50/50, but she can double check.
James Azeltine-Just curious.
Kathy Byard-The next page 2 presented shows the detail by year and the project. Page 3 is more by Project and the expenses of each. The last page is the projection and what we can project out, so that we can tell Public Works how much money they have to spend, based on the needs we have. You will see that in 2019 we have an estimated and a projected cost along with interest. The Blue/Green and Yellow rows are the SMAC Projects with 75% reimbursement that we are assuming we will receive on those projects in those years. Although some of these may be a bit low.

Kathy Byard mentioned that for the Mission Road project near Mission Farms that is low.
David Ley-said that is correct, on that project we met the deadline in order to obtain the 75%
funding for the flood control projects, however they have not accepted all the projects yet officially, so this is a preliminary. We believe we are going to get the funding for that project. This is the flooding that occurred North of I-435 between Mission Farms and Lee Boulevard. Kathy Byard—so if those costs are larger, the projection will change. This also assumes the 1/8 cent sales tax is continued. If the tax is not approved by the voters and renewed by July 1 of 2021, those dollars go away and basically, that is the funding source for this fund.

If the fund is not continued, the Council would need to discuss with the Mayor and City Administrator if you want the repairs to continue and then if so, you will have to identify a funding source for those. They know this is coming up, so they probably have a plan for that.

James Azeltine—We have to decide if that is going to be on the ballot this year or next year?
Kathy Byard—Right. You will have to have that discussion on what you prefer to do. One last thing and I believe Council approved that any dollars remaining in the projects that were specific for a project after they were finaled and closed, those dollars would go into a new project that was identified for storm repairs. There is $40,000 in that fund that is from the remaining balances and that is sitting there.
David Ley—And that is where Public Works is going to work this year to develop a ranking system for the smaller projects. For instance 103rd & Sagamore property owners who have hired an engineer to study their issues and build berms. Those are the types of projects that we would look at, trying to apply the remaining money.

Deb Filla—Asked there is a category on the summary sheets, there is listed 2011 Accelerated Stormwater. You just take the individual projects and then add that up? Do you do that going forward or no?
Kathy Byard—We set up projects just to be addressed and put them all in that project 2011. We could probably get the detail if you wanted those.
Deb Filla—Asked when you have projects that are street and we replace stormwater pipe, do you keep tabs of that as part of the accelerated stormwater or is that just part of the street project?
David Ley—We do use funds from stormwater to pay for those improvements. When we go through the project, for instance Mission Road from 119th to 127th. That has a lot of metal pipe with it. We receive CARS funding and we are using the Arterial Program and we are also using the metal pipe replacement program. All those three funds to pay for that project.
Deb Filla—So you are keeping track.
David Ley—Yes.
Deb Filla—Bringing up my favorite discussion as we are approaching the time to renew this. A Utility Tax; stormwater utility tax idea. Is there any new information for people that live in this world and what other cities are doing? I know we have discussed it in the past and they decided just to take it out of the Mil Levy tax; not using a special one. Not sure what other members are interested in but I feel it is important.
David Ley—Most cities in Johnson County do have a stormwater utility tax. Leawood does not, but if we wanted to look into that, that would need to be reviewed or referred by the Council to the Stormwater Committee to review that.

James Azeltine—Remembers speaking of a utility tax and the discussion ended when we started seeing the administrative costs in that. Initially thought it could be tagged on to maybe the property tax bill. But you do have to have entirely a new department within the Finance Department where you have full time staff assigned for billing, collections and all that. It has been a couple years since
Debra Filla—Would like to see that discussion on our short and long term goals for the Council. If we are going to think about it, now would be the time to discuss it so we know if we want to continue the tax or not.

Bill Ramsey—mentioned when he worked on a utility tax set up in Olathe, Kansas. Mr. Ramsey advised they set it up on a dwelling unit basis. Since all the lots in Olathe are 1/3 of an acre they were able to make a standard unit. One residential lot and believes they started out at about $2.00 a month or something like that. However in Olathe, since we had our own water and wastewater operations and solid waste, we were able to put it on the utility bill and that is how we handled it administratively. We did not add any additional staff. We did the dwelling unit equivalency is that if a commercial unit came in, we would take their total acreage and divide it by the equivalent dwelling unit and then multiply it by the rate up to a maximum of 15 dwelling units, and capped it at that. If you had on site detention you were exempted from the system. It worked fairly well. It was simple and people could understand it. KCMO started out with an impervious formula that they ran that was very complex and you had to be an engineer almost to figure it out. This was something done by the Governing Body. The reason we did it was because of the number of watersheds and we were getting lots and lots of complaints on flooding and maintenance issues. A lot of developers left the creeks in the back of lots meandering over the years. We had many calls over the years where the homeowners experienced their back yard disappearing. We wound up spending a lot of money armor the sidesidewalls and trying to hold back yards with gabion baskets etc. It got expensive and that is what came out of it along with stormwater issues. We already had the billing systems in place so it was pretty straight forward and the Council could understand it.

David Ley—So did you keep the money collected for the watershed in that watershed or was it system wide?

Bill Ramsey—It was system wide. We had to do that as we had some major projects. We had a dozen houses flooding, so it was either bond it or something else. Olathe kept growing and eventually we were able to put on a full time crew that did nothing by maintenance items on those bridges, etc. One of our issues was from platting in the 1960’s and 1970’s where the creek properties just had easements and we didn’t have right-of-way. The Council finally said go fix it and that is when we added the maintenance people. We had to have people to go do that.

John Kahl—remembered that when the sales tax was approved, it was easier, and not being a property tax. When it is on their property bill, many question, what are they getting for their money. That is a valid question, but when it is a sales tax, people just pay it, so it may be easier to keep it as a sales tax. Just be aware that there are some advantages to it being a sales tax.

James Azeltine—Yes we already have the sales tax and it is 1/8 of a cent, is that the statutory max on that?

Kathy Byard—Believes that was Council directive, I think you can ask for more. Assuming you could do a ¼ cent or more. You would have to check with the Legal Dept or ask for that to be voter approved.

ACTION: NO ACTION required/information-discussion only.

David Ley—reviewed the current projects we have and are currently working on.

Chair Azeltine adjourned the meeting at 8:49 AM.

Minute summary provided by Julie Stasi, Leawood Public Works Department.

These Minutes were approved by the Stormwater Management Committee on June 26, 2019.
Fund 13040 - 1/8-CENT SALES TAX FUND

In April of 2000, the citizens of Leawood approved a 1/8-cent sales tax for improvement of City owned storm water projects as well as acceleration of the annual street improvement program. This five-year tax became effective July 1, 2000. In August 2004 voters approved, with 71% of the vote, to extend this tax for another five years until June 30, 2010. Then in August 2008, the tax was extended for an additional five years until 2015. In November 2014, voters approved the extension of this tax until June 30, 2021. Approximately half of the tax goes towards increasing the number of streets for rehabilitation.

HISTORY - 1/8 Cent Sales Tax

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<th>Voter Approval</th>
<th>Begin Date</th>
<th>End Date</th>
<th>No. of Years</th>
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ANNUAL COLLECTIONS

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<tr>
<th>YEAR</th>
<th>Annual 1/8-Cent Sales Tax Collections</th>
<th>Fund 13040 Interest Income</th>
<th>Storm Expenses, by year</th>
<th>Storm Reimbursements (County,Other)</th>
<th>Annual Street Repr Transfer</th>
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$15,258,438 $216,446 $11,254,285 $(4,663,308) $7,797,904

Split Equally 7,629,219

Between Streets & Storm
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<th>YEAR</th>
<th>Project/Location</th>
<th>Expense, by project</th>
<th>Total Expense, by Year</th>
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<p>| TOTAL | | $11,254,285 | 4,663,308 |</p>
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$11,254,285

LESS: County/Other Reimbursements: (4,663,308)

$6,590,977

* NEW Project
## City of Leawood
### 1/8-Cent Sales Tax Fund -13040

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<td>1,371,539</td>
<td>1,318,752</td>
<td>1,272,193</td>
<td>1,264,098</td>
<td>1,245,614</td>
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<td>1,336,453</td>
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<tr>
<td>Transfer for Streets-Fund 12015, Spec Highway</td>
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<td>SMAC -- North of I-435, Mission Farms-Lee Blvd</td>
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<tr>
<td><strong>PROJECTED ANNUAL Carry-Forward Fund Balance</strong></td>
<td></td>
<td>142,520</td>
<td>1,122,520</td>
<td>79,100</td>
<td>123,205</td>
<td>455,016</td>
<td>365,625</td>
<td>303,990</td>
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</tbody>
</table>
MEMORANDUM

TO:      MAYOR AND CITY COUNCILMEMBERS
        SCOTT LAMBERS, CITY ADMINISTRATOR

FROM:    CINDY JACOBUS, ASSISTANT CITY CLERK

RE:      CEREAL MALT BEVERAGES [CMB] LICENSE RENEWALS

GORDON BIERSCHE BREWERY RESTAURANT
11652 ASH PLACE

RA SUSHI BAR RESTAURANT
11638 ASH STREET

DATE:    JULY 15, 2019

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

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

**SUBJECT:** REQUEST TO APPROVE PURCHASE CITY EQUIPMENT FROM FOLEY INDUSTRIES  
July 15, 2019

<table>
<thead>
<tr>
<th>DISCUSSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Public Works Department is requesting approval to purchase a lift for the Public Works / Facility Maintenance Division. Quotes were requested for the Capital Equipment in May. Specifications were sent out and two companies responded to our inquiry. After review of the quotes, the Department has selected a 2019 Skyjack 3226 from Foley Industries for a price of $15,795.00. This unit will be used by the FACILITY Division and will replace a current lift that will be surplussed and sold at auction sometime in the future. It is the recommendation of the Public Works Department that the City Council approves the purchase of the equipment from Foley Industries for a price of $15,795.00.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNCIL ACTION TO BE TAKEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve purchase of equipment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ For</td>
</tr>
<tr>
<td>□ Against</td>
</tr>
<tr>
<td>□ No position</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMITTEE RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ For</td>
</tr>
<tr>
<td>□ Against</td>
</tr>
<tr>
<td>□ No position</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY OR PROGRAM CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ No</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>OPERATIONAL IMPACT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COSTS &amp; FUND SOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,795.00 - Public Works Capital Equipment 13010.33200.811000</td>
</tr>
</tbody>
</table>

David Ley, P.E.  
Director of Public Works
**SJIII 3220/26**

**ELECTRIC SCISSOR LIFTS**

<table>
<thead>
<tr>
<th>STANDARD FEATURES</th>
<th>ACCESSORIES AND OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- DC motor controller</td>
<td>- Light duty pipe rack (SJIII 3220)</td>
</tr>
<tr>
<td>- Drivable at full height</td>
<td>- Heavy duty pipe rack</td>
</tr>
<tr>
<td>- Variable speed, rear two wheel hydraulic drive</td>
<td>- Board carrier (SJIII 3226)</td>
</tr>
<tr>
<td>- Dual holding brakes</td>
<td>- Tool caddy</td>
</tr>
<tr>
<td>- Proportional controls for drive &amp; lift functions</td>
<td>- Flashing light</td>
</tr>
<tr>
<td>- 3' (0.91 m) Roll out extension deck</td>
<td>- Dual flashing lights</td>
</tr>
<tr>
<td>- 24V DC power source</td>
<td>- Extended control box cable</td>
</tr>
<tr>
<td>- Low voltage battery protection</td>
<td>- 6' (1.8 m) Powered ext. deck (SJIII 3220)*</td>
</tr>
<tr>
<td>- 30% Gradeability</td>
<td>*adds 280 lbs to unit weight and reduces overall capacity to 800 lbs</td>
</tr>
<tr>
<td>- Solid rubber, non-marking tires</td>
<td>- 800W AC inverter</td>
</tr>
<tr>
<td>- Pothole protection system</td>
<td>- 250 Ah batteries (cannot be combined with EE rating package)</td>
</tr>
<tr>
<td>- 110V AC outlet on platform with GFI</td>
<td>- AGM Batteries</td>
</tr>
<tr>
<td>- 28 mph wind rating (12.5 m/s)</td>
<td>- EE rating package</td>
</tr>
<tr>
<td>- Tilt alarm with drive &amp; lift cut-out</td>
<td>- Hinged railing system (SJIII 3220)</td>
</tr>
<tr>
<td>- All motion audible alarm</td>
<td>- Half height spring hinged gate</td>
</tr>
<tr>
<td>- Lanyard attachment points</td>
<td>- Full height spring hinged gate*</td>
</tr>
<tr>
<td>- Operator horn</td>
<td>- Bio oil</td>
</tr>
<tr>
<td>- Hinged railing system (SJIII 3226)</td>
<td>- Shroud-style control box guard</td>
</tr>
<tr>
<td>- Forklift pockets and tie down/lift lugs</td>
<td>- Non destructive testing</td>
</tr>
<tr>
<td>- Relay based control system</td>
<td>- ELEVATE telematics package</td>
</tr>
<tr>
<td>- SKYCODED™ color coded and numbered wiring system</td>
<td>- Warranty Options (3 year or 6 year plans available)</td>
</tr>
<tr>
<td>- Telematics ready</td>
<td>- Secondary Guarding Lift Enable (SGLE) w/ shroud</td>
</tr>
<tr>
<td>- 2 Year Gold Leaf Warranty (5 year structural warranty)</td>
<td></td>
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</tbody>
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* Not available with hinged railing system.
* Standard lead times may be increased when optional equipment is added, consult factory.
* Capacities, and machine weights may differ when options are added.
### SJIII 3220/26 ELECTRIC SCISSOR LIFTS

#### Dimensions

<table>
<thead>
<tr>
<th></th>
<th>SJIII 3220</th>
<th>SJIII 3226</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Work Height</td>
<td>28' (8.79 m)</td>
<td>32' (9.76 m)</td>
</tr>
<tr>
<td>B Raised Platform Height</td>
<td>20' (6.10 m)</td>
<td>20' (6.10 m)</td>
</tr>
<tr>
<td>C Lowered Platform Height</td>
<td>38' (11.56 m)</td>
<td>45' (11.06 m)</td>
</tr>
<tr>
<td>D Overall Width</td>
<td>32' (0.81 m)</td>
<td>32' (0.81 m)</td>
</tr>
<tr>
<td>E Overall Length</td>
<td>91.5'' (2.32 m)</td>
<td>91.5'' (2.32 m)</td>
</tr>
<tr>
<td>F Stowed Height (Rails Up)</td>
<td>77.5'' (1.97 m)</td>
<td>84.7'' (2.15 m)</td>
</tr>
<tr>
<td>G Stowed Height (Rails Down)</td>
<td>OPT 63.5'' (1.61 m)</td>
<td>70.6'' (1.79 m)</td>
</tr>
<tr>
<td>H Platform Width (Inside Dimension)</td>
<td>28'' (0.71 m)</td>
<td>28'' (0.71 m)</td>
</tr>
<tr>
<td>I Platform Length (Inside Dimension)</td>
<td>84'' (2.13 m)</td>
<td>84'' (2.13 m)</td>
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#### Specifications

<table>
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<tr>
<th></th>
<th>SJIII 3220</th>
<th>SJIII 3226</th>
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</thead>
<tbody>
<tr>
<td>Extension Deck (Roll Out)</td>
<td>3' (0.91 m)</td>
<td>3' (0.91 m)</td>
</tr>
<tr>
<td>Ground Clearance (Stowed)</td>
<td>3.5'' (8.89 cm)</td>
<td>3.5'' (8.89 cm)</td>
</tr>
<tr>
<td>Ground Clearance (Raised)</td>
<td>0.75'' (1.90 cm)</td>
<td>0.75'' (1.90 cm)</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>69'' (1.75 m)</td>
<td>69'' (1.75 m)</td>
</tr>
<tr>
<td>Weight</td>
<td>3,510 lbs (1,582 kg)</td>
<td>4,135 lbs (1,876 kg)</td>
</tr>
<tr>
<td>Gravability</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Turning Radius (Inside)</td>
<td>50'' (1.27 m)</td>
<td>50'' (1.27 m)</td>
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<tr>
<td>Turning Radius (Outside)</td>
<td>108'' (2.74 m)</td>
<td>108'' (2.74 m)</td>
</tr>
<tr>
<td>Lift Time (With Rated Load)</td>
<td>33 sec</td>
<td>56 sec</td>
</tr>
<tr>
<td>Lower time (With Rated Load)</td>
<td>29 sec</td>
<td>42 sec</td>
</tr>
<tr>
<td>Drive Speed (Stowed)</td>
<td>2 mph (3.2 km/h)</td>
<td>2.4 mph (3.9 km/h)</td>
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<tr>
<td>Drive Speed (Raised)</td>
<td>0.7 mph (1.1 km/h)</td>
<td>0.7 mph (1.1 km/h)</td>
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<tr>
<td>Maximum Drive Height</td>
<td>Full Height</td>
<td>Full Height</td>
</tr>
<tr>
<td>Capacity (Overall)</td>
<td>900 lbs (408 kg)</td>
<td>500 lbs (227 kg)</td>
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<tr>
<td>Distributed Capacity (Main Platform)</td>
<td>300 lbs (136 kg)</td>
<td>250 lbs (113 kg)</td>
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<tr>
<td>Distributed Capacity (Extension Deck)</td>
<td>130 psi (897 kPa)</td>
<td>130 psi (897 kPa)</td>
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<tr>
<td>Local Floor Load (With Rated Load)</td>
<td>245 psf (12 kPa)</td>
<td>235 psf (12 kPa)</td>
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<td>Overall Floor Load (With Rated Load)</td>
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</tr>
<tr>
<td>Maximum # of Persons</td>
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<td>Tire Type</td>
<td>Solid, NM</td>
<td>Solid, NM</td>
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<tr>
<td>Tire Size</td>
<td>16 x 5 x 12</td>
<td>16 x 5 x 12</td>
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</table>

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SkyJack Head Office
65 Campbell Rd. Guelph, ON Canada N1H 1B9
Sales Inquiries: 1-877-765-4307 (1-877-SJLIFTS)
Main Switchboard: 1-800-285-2738
Phone: 519-837-0888
Fax: 519-837-8104
Email: skyjack@skyjack.com
www.skyjack.com

This brochure is for illustrative purpose only and based on the latest information at the time of printing. SkyJack, Inc. reserves the right to make changes at any time, without notice, to specifications, standards and optional equipment. Consult the Operating Maintenance and Parts Manual for proper procedures. Work platforms have been tested to comply with ANSI and CSA standards as interpreted by SkyJack, Inc.
Foley Equipment Company • Foley Power Solutions

Kansas
Wichita • Chanute • Colby • Concordia • Dodge City • Great Bend • Liberal • Manhattan • Park City • Salina • Topeka
Missouri
Kansas City • Seinit Joseph • Sedalia
MAIL TO: Foley Industries, 1601 East 77th Street North, Park City, Kansas 67147
PHONE: 316-843-4211

CUSTOMER EQUIPMENT ORDER AND SECURITY AGREEMENT

DATE 5/22/2019  Quote #

<table>
<thead>
<tr>
<th>BUYER NAME</th>
<th>City of Leawood</th>
<th>NAME</th>
<th>Same</th>
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</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>4800 Town Center Dr</td>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>Leawood</td>
<td>COUNTY</td>
<td>JO</td>
</tr>
<tr>
<td>ZIP</td>
<td>66211</td>
<td>STATE</td>
<td>KS</td>
</tr>
<tr>
<td>P.O.#</td>
<td>Date</td>
<td>PHONE #</td>
<td>316-843-4211</td>
</tr>
<tr>
<td>QTY</td>
<td>1</td>
<td>APPROX. SHIP DATE</td>
<td>COLLECT</td>
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By this order, the undersigned buyer requests Foley Equipment Company to ship as specified below, the following equipment:

<table>
<thead>
<tr>
<th>QTY</th>
<th>EQUIPMENT MODEL AND SERIAL NUMBER</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019 Skjack 3226</td>
<td>$15,795.00</td>
</tr>
</tbody>
</table>

Standard options package:
Folding rails

Total Before Tax $ 15,795.00
Sales Tax
Total Amount Due $15,795.00

TERMS ▼ Cash at Delivery

Customer is ordering this equipment under conditions checked below:
Cash
Financed Purchase
Lease with Purchase Option
Rental with Purchase Option
Trade-in Make, Model & Serial Number:
WARRANTY: The Manufacturer provides the following Warranty on this purchase:

- Warranty Certificate will be delivered with invoice. This additional warranty is the responsibility of Foley Equipment Company and not of the Manufacturer.
- All Warranty Claims must be reported before warranty expires.

INSURANCE: Buyer hereby requests Seller to provide at Buyer’s expense full property insurance covering the equipment being purchased herein.

For value received, we hereby bargain and sell, grant and convey unto Foley Equipment Company (Owner), all my rights title and interest in the said machine(s) described above, offered to be sold by the undersigned Buyer. The undersigned buyer covenants with said Owner that undersigned buyer is the lawful owner of said chattel, that they are free from all encumbrances, that undersigned buyer has good right to sell the same; that undersigned buyer will warrant and defend same against the lawful claims and demands of all persons. This Bill of Sale is contingent upon and subject to acceptance of above-dated sale by Seller.

NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to an exact copy of the contract you sign. THIS ORDER IS SUBJECT TO PRICES IN EFFECT AT DATE OF DELIVERY OF MACHINE.
THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT ON REVERSE HEREOF. Buyer acknowledges he has read this entire order, accepts it, and acknowledges receipt of an exact copy thereof.

This order is not valid until approved by Sales Manager.

By checking this box, the assignment noted in Item No. 9 on the back of the contract applies.

Approved for acceptance.

SIGNED
Salesman Signature Date Buyer's Signature Date

APPROVED
Sales Manager Signature Date Buyer's Printed Name and Title

ACH Information
Bank = Wells Fargo NA
ABA number 121000248
Account number 4121956387
Email remittance ACHPMT@foleieq.com
TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other cause beyond the control of the Seller, whether the same as or different from the matters and things herein before enumerated, and any and all causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.

3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accretions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"). Together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall constitute evidence of such indebtedness and not a substitute or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act or execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller as attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents shall be the same as Buyer's own for all purposes and with the present intent to illuminate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer, if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.

4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.

5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts against which it is coupled) it shall completely and fully consummate the sale as above specified; it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its purposes. The description herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.

7. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may be for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendations, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.

9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to Foley Equipment Exchange LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

10. In the event the machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this date to be accessed by Caterpillar and/or its dealers.

[Signature]

Buyer's Initials
### Staff Review

**Fact Sheet**

**SUBJECT:** APPROVE 2nd and FINAL PAYMENT FOR REMOVAL AND REPLACEMENT OF IRRIGATION LIFT INTAKE STRUCTURE AT IRONHORSE GOLF COURSE

Beemer Construction Company, Inc.

**July 15, 2019**

---

#### DISCUSSION

The Governing Body approved an agreement with Beemer Construction Company on April 1, 2019 to remove and replace the irrigation lift intake structure at Ironhorse Golf Course.

The contractor has completed the work to the satisfaction of the Management Company, Troon Golf, and staff.

Staff is requesting that the second and final payment in the amount of $1,000.00 be made so that the contract can be closed.

---

#### SPONSOR

Park & Recreation Department

#### COUNCIL ACTION TO BE TAKEN

Approve Independent Contractor Agreement with Beemer Construction Company, Inc.

#### STAFF RECOMMENDATION

- [x] For
- [ ] Against
- [ ] No position

#### COMMITTEE RECOMMENDATION

- [ ] For
- [ ] Against
- [ ] No position

#### POLICY OR PROGRAM CHANGE

- [x] No
- [ ] Yes

#### OPERATIONAL IMPACT

- 

#### COSTS

- $1,000.00

#### FUND SOURCES

- Project #41939
- Capital Improvement Fund: 13030.800.840140
Date: 7/3/2019  
Project: Ironhorse Blue River Irrigation Intake Structure Repair  
Including Negro Creek Temp Pump 8" Gate Valve Replacement  
Project #s: 41939  
Contractor: Beemer Construction  
Pay Request No. 2 - Final Pay Application

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>PREVIOUS QUANTITY</th>
<th>QUANTITY THIS PERIOD</th>
<th>TOTAL QUANTITY</th>
<th>EXTENSION</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Pump Intake</td>
<td>1</td>
<td>1</td>
<td>$43,423.26</td>
<td>98%</td>
<td>2%</td>
<td>100%</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

Sub-total:  
$1,000.00  

Total Work Completed This Period  
Retainage This Period  
Total Work Completed to Date: $43,423.26  
Total Retainage: $0.00  
Amount Due to Date: $43,423.26  
Less Previous Payments: $42,423.26  
Amount Due This Request: $1,000.00

Original contract Amount: $43,423.26  
Total Change Orders to Date: $0.00  
Revised Contract Amount: $43,423.26  
Percent Complete: 100%

Date: 7/3/19  
Continental Consulting Engineers  
James Kennedy  
Director of Parks & Recreation

Peggy J. Dunn, Mayor
APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:  
City of Leawood, Ks  
4800 Town Center Drive  
Leawood, Ks 66211

FROM CONTRACTOR:  
Beemer Construction  
606 SE Central Drive  
Blue Springs, MO 64014

PROJECT:  
Iron Horse Golf Club  
Pump Station Intake

APPLICATION NO:  
PERIOD TO:  June 27, 2019

PROJECT NOS:  
DATE BILLED:  June 27, 2019

CONTRACT DATE:  

Final Pay App.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

<table>
<thead>
<tr>
<th>1 ORIGINAL CONTRACT SUM</th>
<th>$43,423.26</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Net change by Change Orders</td>
<td>$</td>
</tr>
<tr>
<td>3 CONTRACT SUM TO DATE (Line 1 +/- 2)</td>
<td>$43,423.26</td>
</tr>
<tr>
<td>4 TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</td>
<td>$43,423.26</td>
</tr>
<tr>
<td>5 RETAINAGE</td>
<td></td>
</tr>
<tr>
<td>a. 0.0% of Completed Work (Columns D + E on G703)</td>
<td>$</td>
</tr>
<tr>
<td>b. % of Stored Material (Column F on G703)</td>
<td></td>
</tr>
<tr>
<td>Total Retainage (Line 5a + 5b or Total in Column 1 of G703)</td>
<td>$</td>
</tr>
<tr>
<td>6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)</td>
<td>$43,423.26</td>
</tr>
<tr>
<td>7 LESS PREVIOUS CERTIFICATES FOR PAYME (Line 6 from prior Certificate)</td>
<td>$42,423.26</td>
</tr>
<tr>
<td>8 CURRENT PAYMENT DUE</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)</td>
<td>$</td>
</tr>
</tbody>
</table>

CHANGE ORDER SUMMARY

| Total changes approved in previous months by Owner | $        |
| Total approved this Month | $        |
| TOTALS |            |
| NET CHANGES by Change Order | $        | $        |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  BEEMER CONSTRUCTION

By:  
Date:  June 26, 2019

State of:  
County of:  
Subscribed and sworn to before me this day of  
Notary Public:  
My Commission Expires:  

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED:  $1,000.00

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
Date:  6-27-19

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable on to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)</th>
<th>WORK COMPLETED THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
<th>% (G ÷ C)</th>
<th>BALANCE TO FINISH (C - G)</th>
<th>RETAINAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pump Station Intake</td>
<td>$43,423.26</td>
<td>$43,423.26</td>
<td>$</td>
<td>$</td>
<td>$43,423.26</td>
<td>100%</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL**

$43,423.26  $43,423.26  $  $  $43,423.26  $  1.00  $  $
Staff Review
Fact Sheet

SUBJECT: APPROVE INTER-LOCAL AGREEMENT WITH
JOHNSON COUNTY, KANSAS FOR THE STORMWATER CONSTRUCTION
IN PATRICIAN WOODS, 126TH TERRACE AND DELMAR
July 15, 2019

DISCUSSION
Attached is an Inter-local Agreement with Johnson County, Kansas for the construction of the improvements in Patrician Woods in the area of 126th Street and Delmar.

The construction contract with Wiedenman was approved at the April 15, 2019, City Council meeting.

This is a SMAC project where the County will reimburse the City 75% of the construction and inspection cost.

The Public Works Department recommends the City Council approves the Inter-Local Agreement with Johnson County and authorizes the Mayor to sign same.

David Ley, P.E
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Approve Inter-local Agreement

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$1,138,814
(75% County – 25% Leawood)

FUND SOURCES
Project # 77018
SMAC Project # - TM-04-006
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, PERTAINING TO THE PATRICIAN WOODS STORMWATER MANAGEMENT IMPROVEMENT PROJECT, TM-04-006 [PROJECT # 77018]

WHEREAS, the City of Leawood desires make certain stormwater improvements for the Patrician Woods Stormwater Management Improvement Project;

WHEREAS, the Board of County Commissioners of Johnson County, Kansas ["BOCC"] has agreed to participate in said improvement project; and

WHEREAS, the Governing Body of the City and BOCC are authorized to enter into an Interlocal Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Interlocal Agreement between the City of Leawood, Kansas and BOCC, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Agreement between
Johnson County and the City of Leawood
For Construction of a Stormwater Management Project known as
Patrician Woods Stormwater Improvements
TM-04-006

This agreement is entered into by and between the Board of County Commissioners of
Johnson County, Kansas (the "County") and the City of Leawood (the "City") pursuant to
K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-
wide retailer's sales tax for the purpose of providing funds for stormwater management
projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council
to identify and recommend projects for inclusion in the Stormwater Management Program.

2. The County has established a Stormwater Management and Flood Control Fund for the
purpose of funding Stormwater Management Program projects.

3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the
Johnson County Stormwater Management Policy and the Administrative Procedures for the
Johnson County Stormwater Management Program ("Policy and Procedures") to promote
interlocal cooperation between the County and the participating municipalities in stormwater
management activities.

4. The County has established a Five-Year Master Plan consisting of a list of proposed
stormwater management projects that meet the established criteria for funding from the
Stormwater Management and Flood Control Fund. The County, upon the recommendation
of the Stormwater Management Advisory Council, has selected certain projects from the Five
Year Master Plan to be included in the County's Project Priority List which contemplates the
timely design and construction of those selected projects.

5. In accordance with the Policy and Procedures, the City has requested that the County
participate in the funding for the construction of the stormwater management project
identified as Patrician Woods Stormwater Improvements (the "Project"), which Project is on
the County's Project Priority List, and the County is willing to provide such funding upon the
terms and conditions set forth in this agreement.
Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

- **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project shall be undertaken, constructed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

- **Estimated Project Cost.** The parties acknowledge and agree that this agreement obligates the parties to proceed with the construction phase of the Project. For budget and accounting purposes, the total project cost including the design engineering, estimated construction engineering and construction costs of the construction phase of the Project is One Million One Hundred Thirty Eight Thousand Eight Hundred Fourteen Dollars ($1,138,814) based upon engineering and design assumptions which the construction contract bid prices and construction inspection contract prices may or may not confirm.

- **Option to Terminate.** Upon receiving construction bids for the Project, the City shall determine the total engineering and construction costs for the construction phase of the Project based upon contract bid amounts. Within seven days of the construction contract bid date, the City shall notify the County, in writing, of the total engineering and construction costs for the construction phase of the Project. In the event total estimated construction engineering and construction costs for the construction phase of the Project exceed the Stormwater Management Program's estimated construction phase cost of the Project, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the bid date of the contract. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the design and estimated construction cost of One Million One Hundred Thirty Eight Thousand Eight Hundred Fourteen Dollars ($1,138,814) in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project costs shall be increased accordingly.

Should the total engineering and construction costs for the construction phase of the Project exceed the amount of this agreement, the County agrees to either:

a. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project within thirty days of the receipt of the notification of total
engineering and construction costs for the construction phase of the Project,

or;

b. Authorize the City to proceed with the construction of the Project.

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the amount of this agreement in which event this agreement shall not terminate but shall continue in full force and effect except that the City’s obligation for the Project costs shall be increased accordingly.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

- **Project Construction.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project according to the Final Plans and Specifications ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations.

- **Administration of Project.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all construction and other contracts for the Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall be responsible for requiring adequate performance and payment bonds for the Project from the Project Contractor. The City shall discharge and satisfy any mechanic's or materialman's lien that encumbers the Project and the costs thereof shall not be considered a reimbursable cost under this agreement. Notwithstanding the foregoing, costs and expenses, including reasonable attorneys' fees, incurred by the City to enforce a contract of indemnity under a performance or payment bond shall be reimbursable, subject to any limitations on reimbursement set forth in the Policy and Procedures or this agreement.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required
insurance coverage and limits shall be established by the City but shall not, in any event, be less than $2,000,000 on a per occurrence basis for general liability coverage for the general contractor and $1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

The City shall submit to the Finance Director, upon execution of this agreement, a monthly projection of cash flow expenditures for the Project, in substantially the form set out in Exhibit B attached hereto.

- **County Contribution Toward Project Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County Stormwater Engineer detailing total Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Stormwater Engineer may require the City to supplement the Payment Request as needed to satisfy the County Stormwater Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Stormwater Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

Within sixty days from the date of the completion of the Project, the City shall provide the County with a final accounting of Project costs and the County's share of such costs, whereupon the County shall make a final reimbursement to the City as provided in this agreement. For purposes of this agreement, the Project shall be deemed complete on the earliest date upon which any of the following events occur:

a. The City notifies the County that the Project is complete, subject to usual and customary "punch list" items.

b. The Project architect or construction engineer issues to the City a certificate of substantial completion for the Project.
c. The date the County Stormwater Engineer certifies, in good faith, that the Project is substantially complete following an inspection of the Project by the County Stormwater Engineer who shall be accompanied by a City representative.

- **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City’s compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the Project Contractor chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

- **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

  **If to the County:**
  Mr. Kent Lage, P.E.
  Urban Services Manager
  Johnson County Public Works
  1800 W. Old 56 Highway
  Olathe, KS  66061

  **If to the City:**
  David Ley, P.E.
  City Engineer
  City of Leawood
  4800 Town Center Drive
  Leawood, KS  66211
In addition, any notice required or permitted by this agreement may be sent by telex or hand delivered and shall be deemed properly given upon actual receipt by the addressee.
**Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be ____________ provided the agreement has been fully executed by both parties.

---

**Board of County Commissioners Of Johnson County, Kansas**

**City of Leawood**

Ed Eilert, Chairman

Peggy J. Dunn, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney
Staff Review
Fact Sheet

SUBJECT: APPROVE INTER-LOCAL AGREEMENT WITH THE CITY OF OVERLAND PARK FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNALS AT LEE BLVD & MISSION RD
July 15, 2019

DISCUSSION
Attached is The Inter-local Agreement with the City of Overland Park for installation and maintenance of the traffic signal at Lee Boulevard and Mission Road.

The pedestal poles for westbound Lee Boulevard are located within the City of Overland Park. Since this signal does not allow for access west of Mission Road the signal is owned and maintained by the City of Leawood.

It is the recommendation of the Public Works Department that the City Council approves the Inter-local Agreement with the City of Overland Park for the maintenance of the traffic signal at Lee Boulevard and Mission Road and authorizes the Mayor to execute.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Approve Inter-local with Overland Park

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

FUNDING SOURCE
RESOLUTION NO. ____________________________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF LEAWOOD AND THE CITY OF OVERLAND PARK, KANSAS, PERTAINING TO TRAFFIC SIGNAL POLES LOCATED AT LEE BOULEVARD AND MISSION ROAD [PROJECT # 72081]

WHEREAS, the City of Leawood has installed a traffic signal at the intersection of Lee Boulevard and Mission Road;

WHEREAS, a portion of the signal improvements is located in the City of Overland Park in the Overland Park right-of-way; and

WHEREAS, Overland Park and Leawood desire to enter into a right-of-way agreement regarding the maintenance of the signal improvements.

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 Right-of-Way Agreement between the Cities of Leawood and Overland Park, Kansas 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 July, 2019.

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF LEAWOOD, KANSAS, FOR THE INSTALLATION AND MAINTENANCE OF A CITY OF LEAWOOD TRAFFIC SIGNAL ENCROACHING WITHIN THE CORPORATE LIMITS OF OVERLAND PARK, KANSAS.

THIS AGREEMENT, made and entered into this _____ day of ____________________, 2019, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter “OPKS”), and the CITY OF LEAWOOD, KANSAS (hereinafter “Leawood”), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OPKS and Leawood may be referred to singularly as the “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, Leawood has authorized one (1) new permanent traffic signal, including one service box, two poles, underground conduit, cables, two signs and pavement markings, located at Mission Road and Lee Boulevard to control traffic within Leawood’s corporate boundaries, as shown in Exhibit A, which is attached hereto and incorporated by reference as if fully set forth herein (the “Signal”); and

WHEREAS, due to the location of the boundary lines between Leawood and OPKS, Leawood requires all or portion of the Signal to be encroaching within the corporate limits of OPKS; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the Parties hereto to cooperate in making the public improvement; and

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of defining the ownership and maintenance of the Signal.
2. OWNERSHIP. The Signal shall be the property of Leawood.
3. COST INSTALLATION, MAINTENANCE AND REPAIR. Leawood shall bear all costs associated with installation, maintenance and repair of the Signal.
4. LEAWOOD ADMINISTRATION. The installation, maintenance and repair of the Signal shall be the sole responsibility of and administered by Leawood.
5. CONTRACTORS. Leawood shall include in all agreements with third party contractors for repair, maintenance and/or reconstruction of the Signal, (1) language naming OPKS an additional insured with respect to general and automobile liability and (2) language requiring Contractor to defend, indemnify and save OPKS harmless from and against all liability for damages, costs and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of said contractor or their subcontractors in the performance of his or her contract.
6. The Signal has been reviewed and approved by OPKS.
7. The Signal shall comply with all applicable Federal and State laws and OPKS code requirements.

-1-
8. **CONTROL OF SIGNALS.** The Signal shall be under the control of Leawood.

9. **DURATION AND TERMINATION OF AGREEMENT.** This Agreement shall be for a term of one (1) year and shall be automatically renewed for successive one (1) year terms. Either Party may terminate this Agreement by giving the other Party sixty (60) days written notice. OPKS may terminate this Agreement at any time for material breach by Leawood or if the Signal becomes a hazard or detrimental to public health, safety or welfare. Upon termination of this Agreement, Leawood shall remove the Encroaching Structures within one hundred eighty (180) days, at Leawood’s expense.

10. **INDEMNIFICATION/HOLD HARMLESS.** Subject to the Kansas Tort Claims Act, Leawood shall be responsible for any and all loss, damages or claims arising from the negligence or willful misconduct of Leawood or its employees, officers, contractors or agents related to the Signal.

11. **INSURANCE.** Leawood shall carry commercial general liability insurance covering bodily injury or property damage to a third party arising out of or resulting from the failure to properly repair and/or maintain the Signal in an amount of no less than $1,000,000 per occurrence, naming OPKS as an additional insured. This insurance shall remain in effect during the duration of this Agreement. OPKS from time to time may request a copy of the then current certificate of insurance from Leawood. Any contractor performing work on behalf of Leawood to the Signal shall carry the same types and levels of insurance required of Leawood under this Agreement and shall name OPKS as an additional insured. OPKS may request a copy of certificate of such insurance of contractor.

12. **PLACING AGREEMENT IN FORCE.** The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.

13. **AMENDMENTS.** This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

14. **JURISDICTION.** This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

*The remainder of this page has intentionally been left blank.*
IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By

ANTHONY J. HOFMANN, PMP, F.SAME
DIRECTOR OF PUBLIC WORKS

ATTEST:

ELIZABETH KELLEY, CITY CLERK

APPROVED AS TO FORM:

TREVOR L. STILES
SENIOR ASSISTANT CITY ATTORNEY

CITY OF LEAWOOD, KANSAS

By

Authorized Signatory

ATTEST:

DEB HARPER, CITY CLERK

APPROVED AS TO FORM:

PATRICIA BENNETT, CITY ATTORNEY
July 3, 2019

Patty Bennett
City Attorney
City of Leawood, Kansas
4800 Town Center Drive
Leawood, KS 66211

RIGHT-OF-WAY AGREEMENT
TRAFFIC SIGNAL AT MISSION ROAD AND LEE BOULEVARD

Dear Ms. Bennett:

Enclosed are three copies of the Right-of-Way Agreement executed by the City of Overland Park on July 3, 2019. After the City of Leawood has approved and executed the Agreement, please forward one fully executed original to my attention.

Sincerely,

SALLY WACHTEL
CONTRACT SPECIALIST

Enclosure

e-mail:  Trevor Stiles, Sr. Assistant City Attorney
        Brian Shields, P.E., City Traffic Engineer
**Staff Review**

**Fact Sheet**

**SUBJECT:** RESOLUTION TO ACCEPT EASEMENTS FOR THE STORMWATER IMPROVEMENT PROJECT DB-11-014 LOCATED IN PRAIRIE VILLAGE AND LEAWOOD, KS  
**July 15, 2019**

**DISCUSSION**

The Public Works Department is requesting approval of multiple Resolutions for acceptance of easements from properties along Johnson County Storm Water Project DB-11-014. The Project is a Prairie Village, Kansas stormwater project which borders the City of Leawood near the 84th & Reinhard/Wenonga area in The Cloisters and Leawood Lanes Subdivisions in Leawood. The property owners listed below have signed their documents. The easements are required with stormwater improvements planned for the area.

**Storm Sewer Easement**

Grantors: Robert W. Searce, Trustee of the Robert W. Searce Living Trust and Virginia M. Searce, Trustee of the Robert W. Searce Living Trust for Lot 29 THE CLOISTERS, containing 1,185 square feet, more or less. Site address: 8422 Reinhardt Lane, Leawood, KS.

**Temporary Construction Easement**

Grantors: Robert W. Searce, Trustee of the Robert W. Searce Living Trust and Virginia M. Searce, Trustee of the Robert W. Searce Living Trust for Lot 29 THE CLOISTERS, containing 1,159 square feet, more or less. Site address: 8422 Reinhardt Lane, Leawood, KS.

**Temporary Construction Easement**

Grantors: Timothy R. Schwob and Brooke E. Schwob for Lot 78, THE CLOISTERS, containing 1,932 square feet more or less. Site address: 8409 Wenonga Road, Leawood, KS.

**Temporary Construction Easement**

Grantor: Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust, for Lot 30, THE CLOISTERS, containing 979 square feet more or less. Site address: 8426 Reinhardt Lane, Leawood, KS.

**Storm Sewer Easement**

Grantor: Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust, for Lot 30, THE CLOISTERS, containing 621 square feet more or less. Site address: 8426 Reinhardt Lane, Leawood, KS.

The Public Works Department requests the Governing Body accept the easements so that they may be recorded at Johnson County’s Register of Deeds/Clerk office.

David Ley, P.E.  
Director of Public Works

**COUNCIL ACTION TO BE TAKEN**

- Approve Resolutions to Accept Easements

**STAFF RECOMMENDATION**

- [X] For
- [ ] Against
- [ ] No position

**COMMITTEE RECOMMENDATION**

- [ ] For
- [ ] Against
- [ ] No position  
  - [X] No Assignment

**POLICY OR PROGRAM CHANGE**

- [X] No
- [ ] Yes

**OPERATIONAL IMPACT**

**COSTS**

- Recording Fees

**FUND SOURCES**

Prairie Village Project SMAC DB-11-014  
recording fees: Leawood-General Funds/Prof services
RESOLUTION NO. __________

RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM VIRGINIA M. SCEARCE, TRUSTEE OF THE VIRGINIA M. SCEARCE LIVING TRUST AND ROBERT W. SCEARCE, TRUSTEE OF THE ROBERT W. SCEARCE LIVING TRUST, FOR PROPERTY LOCATED AT 8422 REINHARDT LANE, LOT 29, THE CLOISTERS SUBDIVISION, PERTAINING TO THE PRAIRIE VILLAGE STORM WATER IMPROVEMENT PROJECT [SMAC PROJECT # DB-11-014]

WHEREAS, Virginia M. Scearce, Trustee of the Virginia M. Scearce Living Trust and Robert W. Scearce, Trustee of the Robert W. Scearce Living Trust have executed a Storm Sewer Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Storm Sewer Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That Robert W. Scearce, Trustee of the Robert W. Scearce Living Trust and Virginia M. Scearce, Trustee of the Robert W. Scearce Living Trust ["Grantor"]
, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, culverts and appurtenant work [collectively referred to as “Drainage Facilities”] in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

SEE ATTACHED EXHIBIT ‘A’ (the “Easement Property”)

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, for itself and its heirs, executors, administrators, successors and assigns, hereby release the CITY OF LEAWOOD, KANSAS, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Drainage Facilities and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition.

2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area constructed or created hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the CITY OF LEAWOOD, KANSAS, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the CITY OF LEAWOOD, KANSAS, or any abutting property owners, upon permit from the Grantee herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer or drainage improvement.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or its heirs, executors, administrators, successors and assigns from the use of the premises long as the same are
so constructed as not to impair the strength or interfere with the use and maintenance of drainage, said sewer or other Drainage Facilities.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 24 day of June, 2019.

GRANTOR

Robert W. Scearce, Trustee
of the Robert W. Scearce Living Trust

Virginia M. Scearce, Trustee
of the Robert W. Scearce Living Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF KANSAS )
COUNTY OF JOHNSON ) SS.

Robert W. Scearce, Trustee and Virginia M. Scearce, Trustees to me personally known or produced Kansas Drivers Licenses, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that they were authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

My Commission Expires:

08-03-2019

JULIE A. STASI
NOTARY PUBLIC - State of Kansas
My Appt. Exp. 08-03-2019
Attachment “A”

Permanent Drainage Easement Description

All that part of Lot 29, THE CLOISTERS, a subdivision of record situate in the City of Leawood, Johnson County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 29; thence South 87°37'19" West, along the South line of said Lot 29, a distance of 103.01 feet to the intersection with the East line of a 25.00 feet-wide platted drainage and utility easement; thence North 02°23'07" West, along the East line of said 25.00 feet-wide platted drainage and utility easement, a distance of 9.00 feet to a point on the North line of the South 9.00 feet of said Lot 29; thence North 87°37'19" East, along the North line of the South 9.00 feet of said Lot 29, a distance of 66.46 feet; thence North 62°47'39" East, departing the North line of the South 9.00 feet of said Lot 29, a distance of 36.08 feet to a point on the East line thereof; thence Southerly, along the East line of said Lot 29, around a curve to the left that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 10°01'03" East, a central angle of 02°40'06", a radius of 525.00 feet, and an arc distance of 24.45 feet to the Point of Beginning.

Containing 1,185 square feet, more or less.

The bearings used in this description are based on the Kansas State Plane Coordinate System, North Zone, NAD 83.

This description prepared by:
Kellan M. Gregory, KS LS #1577
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210
TRACT 502
LOT 29, THE CLOISTERS
8422 Reinhardt Lane

Robert W. Searce, Trustee
Virginia M. Searce, Trustee
Lot 29

8422 Reinhardt Lane

LEGEND

P.D.E. = Permanent Drainage Easement
T.C.E. = Temporary Construction Easement
P.O.B. = Point of Beginning

City of Leawood, Kansas
2018 Reinhardt Drainage Improvements

Affinis Corp
8500 Indian Creek Parkway, Suite 430
Overland Park, Kansas 66212
Phone: 913-239-1100
Toll Free: 877-627-5466
Fax: 913-239-1111
www.affinis.us

Date: 01/16/2019
Drawn By: BCG
Checked By: JMJ
Approved By: KMG
File: Tract Maps
Job: #17-0001.02

1 OF 1
RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM VIRGINIA M. SCARCE, TRUSTEE OF THE VIRGINIA M. SCARCE LIVING TRUST AND ROBERT W. SCARCE, TRUSTEE OF THE ROBERT W. SCARCE LIVING TRUST, FOR PROPERTY LOCATED AT 8422 REINHARDT LANE, LOT 29, THE CLOISTERS SUBDIVISION, PERTAINING TO THE PRAIRIE VILLAGE STORM WATER IMPROVEMENT PROJECT [SMAC PROJECT # DB-11-014]

WHEREAS, Virginia M. Scearce, Trustee of the Virginia M. Scearce Living Trust and Robert W. Scearce, Trustee of the Robert W. Scearce Living Trust have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 24th day of June, 2019, Robert W. Scearce, Trustee of the Robert W. Scearce Living Trust and Virginia M. Scearce, Trustee of the Robert W. Scearce Living Trust ["Grantor"], for itself and its heirs, successors and assigns, as owner of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

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

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting storm sewer improvements ["Improvements"], as shown by the plans of said Improvements a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date of its execution, as shown below and shall expire at the earlier of one (1) year after completion of the construction project or 36 months after the date of execution of this easement.

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

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein. This release does not include a claim for damages resulting from a negligent act of Grantee or its contractor.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.
IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTOR

Robert W. Searce, Trustee
of the Robert W. Searce Living Trust

Virginia M. Searce, Trustee
of the Robert W. Searce Living Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF KANSAS )
COUNTY OF JOHNSON ) SS.

Robert W. Searce, Trustee

The foregoing instrument was acknowledged before me by Robert W. Searce, Trustee, Trustees to me personally known or produced Kansas Drivers Licenses, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

NOTARY PUBLIC

My Commission Expires:
08-03-2019
Attachment “A”

Temporary Construction Easement Description

All that part of Lot 29, THE CLOISTERs, a subdivision of record situate in the City of Leawood, Johnson County, Kansas, being described as follows:

Commencing at the Southeast corner of said Lot 29; thence Northerly, along the East line of said Lot 29, around a curve to the right that has an initial tangent bearing of North 12°41'09" West, a central angle of 02°40'06", a radius of 525.00 feet, and an arc distance of 24.45 feet to the Point of Beginning; thence South 62°47'39" West, departing the East line of said Lot 29, a distance of 36.08 feet to a point on the North line of the South 9.00 feet of said Lot 29; thence South 87°37'19" West, along the North line of the South 9.00 feet of said Lot 29, a distance of 66.46 feet to the intersection with the East line of a 25.00 feet-wide platted drainage and utility easement; thence North 02°23'07" West, along the East line of said 25.00 feet-wide platted drainage and utility easement, a distance of 3.00 feet to a point on the North line of the South 12.00 feet of said Lot 29; thence North 87°37'19" East, along the North line of the South 12.00 feet of said Lot 29, a distance of 65.40 feet; thence North 53°28'32" East, departing the North line of the South 12.00 feet of said Lot 29, a distance of 11.31 feet to a point on a line that is 25.00 feet West of and concentric with the East line of said Lot 29; thence Northerly, along a line that is 25.00 feet West of and concentric with the East line of said Lot 29, around a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of North 10°16'39" West, a central angle of 03°44'29", a radius of 550.00 feet, and an arc distance of 35.92 feet; thence North 82°25'19" East, departing the line that is 25.00 feet West of and concentric with the East line of said Lot 29, a distance of 25.00 feet to a point on the East line thereof; thence Southerly, along the East line of said Lot 29, around a curve to the left that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 06°29'12" East, a central angle of 03°31'51", a radius of 525.00 feet, and an arc distance of 32.35 feet to the Point of Beginning.

Containing 1,159 square feet, more or less.

The bearings used in this description are based on the Kansas State Plane Coordinate System, North Zone, NAD 83

This description prepared by:
Kellan M. Gregory, KS LS #1577
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210
RESOLUTION NO. ____________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM TIMOTHY R. AND BROOKE E. SCHWOB, FOR PROPERTYLOCATED AT 8409 WENONGA RD, LOT 78, THE CLOISTERS SUBDIVISION, PERTAINING TO THE PRAIRIE VILLAGE STORM WATER IMPROVEMENT PROJECT [SMAC PROJECT # DB-11-014]

WHEREAS, Timothy R. and Brooke E. Schwob have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 21 day of June, 20__, Timothy R. Schwob and Brooke E. Schwob, husband and wife, ["Grantors"], for their heirs, successors and assigns, as owners of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], a Temporary Construction easement over, under and through the following described real estate:

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

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting storm sewer improvements ["Improvements"], as shown by the plans of said Improvements a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date of its execution, as shown below and shall expire at the earlier of one (1) year after completion of the construction project or 36 months after the date of execution of this easement.

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

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein. This release does not include a claim for damages resulting from a negligent act of Grantee or its contractor.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.
IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTORS

[Signature]
Timothy R. Schwob

[Signature]
Brooke E. Schwob

STATE OF KANSAS )
) SS.
COUNTY OF JOHNSON 

BE IT REMEMBERED that on this 21st day of June, 2019, before me, the undersigned, a Notary Public in and for the County and State, came Timothy R. Schwob + Brooke E. Schwob who he personally known to me to be the same person he who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

CAROLYN A. CASEY
NOTARY PUBLIC

WENDY A. CASEY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXPIRES 8/18/2019
COMMISSION #: 15229450

My Appointment Expires: 8-18-2019
Attachment “A”

Temporary Construction Easement Description

All that part of Lot 78, THE CLOISTERS, a subdivision of record situate in the City of Leawood, Johnson County, Kansas, being described as follows:

Commencing at the intersection of the West line and the Southwest line of said Lot 78; thence Northeasterly, along the West line of said Lot 78, around a curve to the left that has an initial tangent bearing of North 50°39'52" East, a central angle of 05°44'21", a radius of 50.00 feet, and an arc distance of 5.01 feet to its intersection with the Northeast line of a 5.00 feet-wide platted utility easement lying Northeast of and parallel with the Southwest line of said Lot 78, said point being the Point of Beginning; thence continuing Northeasterly along the West line of said Lot 78, in a prolongation of the last described curve, having a central angle of 22°54'31" and an arc distance of 19.99 feet; thence South 67°59'00" East, departing the West line of said Lot 78, a distance of 30.00 feet to a point on a line that is 30.00 feet East of and concentric with the West line of said Lot 78; thence Southwesterly, along a line that is 30.00 feet East of and concentric with the West line of said Lot 78, around a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 22°01'00" West, a central angle of 21°28'02", a radius of 80.00 feet, and an arc distance of 29.97 feet to a point on the Northeast line of the Southwest 10.00 feet of said Lot 78; thence South 39°20'08" East, along the Northeast line of the Southwest 10.00 feet of said Lot 78, a distance of 35.58 feet; thence North 87°48'10" East, departing the Northeast line of the Southwest 10.00 feet of said Lot 78, a distance of 6.27 feet to a point on the Northeast line of the Southwest 15.00 feet thereof; thence South 39°20'08" East, along the Northeast line of the Southwest 15.00 feet of said Lot 78, a distance of 94.02 feet to a point on the North line of a 5.00 feet-wide platted utility easement lying North of and parallel with the South line of said Lot 78; thence South 87°34'06" West, along the North line of said 5.00 feet-wide platted utility easement, a distance of 12.51 feet to its intersection with the Northeast line of said 5.00 feet-wide platted utility easement lying Northeast of and parallel with the Southwest line of said Lot 78; thence North 39°20'08" West, along the Northeast line of said 5.00 feet-wide platted utility easement, a distance of 155.50 feet to the Point of Beginning.

Containing 1,932 square feet, more or less.

The bearings used in this description are based on the Kansas State Plane Coordinate System, North Zone, NAD 83

This description prepared by:
Kellan M. Gregory, KS LS #1577
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210
RESOLUTION NO. __________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM KATHERINE R. WATKINS, TRUSTEE OF THE KATHERINE R. WATKINS REVOCABLE TRUST, FOR PROPERTY LOCATED AT 8426 REINHARDT LANE, LOT 30, THE CLOISTERS SUBDIVISION, PERTAINING TO THE PRAIRIE VILLAGE STORM WATER IMPROVEMENT PROJECT [SMAC PROJECT # DB-11-014]

WHEREAS, Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust has executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this 28th day of June, 2019, Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust [“Grantor”], for itself and its heirs, successors and assigns, as owner of property herein described, for the sum of Ten Dollars [$10.00] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the City of Leawood, Kansas, a Kansas municipal corporation [“Grantee”], a Temporary Construction easement over, under and through the following described real estate:

SEE ATTACHED EXHIBIT ‘A’ (the “Easement Property”)

The above described easement is to be used for the purposes of constructing, improving, and reconstructing and inspecting storm sewer improvements [“Improvements”], as shown by the plans of said Improvements a copy of which is on file in the Public Works Department, 4800 Town Center Drive, Leawood, KS 66211. This Temporary Construction Easement includes the right of ingress and egress over and through the above described property.

This Temporary Construction Easement shall commence upon the date of its execution, as shown below and shall expire at the earlier of one (1) year after completion of the construction project or 36 months after the date of execution of this easement.

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

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Temporary Construction Easement for the purposes described herein. This release does not include a claim for damages resulting from a negligent act of Grantee or its contractor.

This Temporary Construction Easement shall inure to and bind the successors and assigns of the parties.
IN WITNESS WHEREOF the parties above name have hereunto set hand(s) the day and year first above written.

GRANTOR

Katherine R. Watkins, Trustee
of the Katherine R. Watkins Revocable Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF KS ) SS.
COUNTY OF Johnson

The foregoing instrument was acknowledged before me by Katherine R. Watkins, Trustee, to me personally known or produced Kansas Drivers License, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

NOTARY PUBLIC

My Commission Expires:

5/10/22
Attachment "A"

Temporary Construction Easement Description

All that part of Lot 30, THE CLOISTERS, a subdivision of record situate in the City of Leawood, Johnson County, Kansas, being described as follows:

Commencing at the Northeast corner of said Lot 30; thence Southerly, along the East line of said Lot 30, around a curve to the left that has an initial tangent bearing of South 12°41'09" East, a central angle of 00°03'33", a radius of 525.00 feet, and an arc distance of 0.54 feet; thence South 12°44'41" East, continuing along the East line of said Lot 30, a distance of 5.56 feet to the Point of Beginning; thence South 12°44'41" East, continuing along the East line of said Lot 30, a distance of 7.88 feet; thence Southerly, continuing along the East line of said Lot 30, around a curve to the right that is tangent with the exit of the last described course, having a central angle of 01°17'10", a radius of 475.00 feet, and an arc distance of 10.66 feet to a point on the South line of the North 24.26 feet thereof; thence South 87°37'19" West, along the South line of the North 24.26 feet of said Lot 30, a distance of 35.56 feet; thence North 02°04'39" West, departing the South line of the North 24.26 feet of said Lot 30, a distance of 13.26 feet to a point on the South line of the North 11.00 feet thereof; thence South 87°37'19" West, along the South line of the North 11.00 feet of said Lot 30, a distance of 71.84 feet to a point on the East line of a 25.00 feet-wide platted drainage and utility easement; thence North 02°23'07" West, along the East line of said 25.00 feet-wide platted drainage and utility easement, a distance of 5.00 feet to a point on the South line of the North 6.00 feet of said Lot 30; thence North 87°37'19" East, along the South line of the North 6.00 feet of said Lot 30, a distance of 104.11 feet to the Point of Beginning.

Containing 979 square feet, more or less.

The bearings used in this description are based on the Kansas State Plane Coordinate System, North Zone, NAD 83

This description prepared by:
Kellan M. Gregory, KS LS #1577
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210
RESOLUTION NO. _________

RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM KATHERINE R. WATKINS, TRUSTEE OF THE KATHERINE R. WATKINS REVOCABLE TRUST, FOR PROPERTY LOCATED AT 8426 REINHART LANE, LOT 30, THE CLOISTERS SUBDIVISION, PERTAINING TO THE PRAIRIE VILLAGE STORM WATER IMPROVEMENT PROJECT [SMAC PROJECT # DB-11-014]

WHEREAS, Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust has executed a Storm Sewer Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Storm Sewer Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That Katherine R. Watkins, Trustee of the Katherine R. Watkins Revocable Trust ["Grantor"], in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, culverts and appurtenant work [collectively referred to as "Drainage Facilities"] in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

SEE ATTACHED EXHIBIT ‘A’ (the “Easement Property”)

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, for itself and its heirs, executors, administrators, successors and assigns, hereby release the CITY OF LEAWOOD, KANSAS, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Drainage Facilities and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition.

2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area constructed or created hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the CITY OF LEAWOOD, KANSAS, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the CITY OF LEAWOOD, KANSAS, or any abutting
property owners, upon permit from the Grantee herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer or drainage improvement.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or its heirs, executors, administrators, successors and assigns from the use of the premises long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of drainage, said sewer or other Drainage Facilities.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 28th day of June, 2019.

GRANTOR

[Signature]
Katherine R. Watkins, Trustee
of the Katherine R. Watkins Revocable Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF KS ) SS.
COUNTY OF Johnson

The foregoing instrument was acknowledged before me by Katherine R. Watkins, Trustee, to me personally known or produced Kansas Driver's License, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

My Commission Expires:

[Signature]
Notary Public
My Appt. Exp. 5/10/22

[Notary Seal]
Attachment “A”

Permanent Drainage Easement Description

All of the North 6.00 feet of Lot 30, THE CLOISTERS, a subdivision of record situate in the City of Leawood, Johnson County, Kansas. Except for all that part lying within a 25.00 feet-wide platted drainage and utility easement along the West line of said Lot 30.

Containing 621 square feet, more or less.

This description prepared by:
Kellan M. Gregory, KS LS #1577
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210
June 2019 Monthly Report

<table>
<thead>
<tr>
<th>AREA</th>
<th>CALLS</th>
<th>CODE 1</th>
<th>NON-EMERGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Zone</td>
<td>870</td>
<td>4:16</td>
<td>6:23</td>
</tr>
<tr>
<td>Center Zone</td>
<td>853</td>
<td>2:47</td>
<td>4:33</td>
</tr>
<tr>
<td>South Zone</td>
<td>905</td>
<td>3:58</td>
<td>5:54</td>
</tr>
</tbody>
</table>

CALLS FOR SERVICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Stops</td>
<td>1426</td>
</tr>
<tr>
<td>Traffic Complaint Areas investigated</td>
<td>43</td>
</tr>
<tr>
<td>Medical Calls</td>
<td>145</td>
</tr>
<tr>
<td>Alarms</td>
<td>138</td>
</tr>
<tr>
<td>Arrests (Adult/Juvenile)</td>
<td>79/2</td>
</tr>
<tr>
<td>Accidents (Total/Injury)</td>
<td>96/8</td>
</tr>
<tr>
<td>Open Doors</td>
<td>69</td>
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<tr>
<td>Suspicious Activity calls</td>
<td>48</td>
</tr>
<tr>
<td>Check the Welfare</td>
<td>37</td>
</tr>
<tr>
<td>9-1-1 Calls Received</td>
<td>974 (32.46 day)</td>
</tr>
<tr>
<td>Administrative Calls Received</td>
<td>2995</td>
</tr>
</tbody>
</table>

CRIME REPORT

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>This month</th>
<th>Last month</th>
<th>A year ago</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burglaries</td>
<td>3</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>Thefts from buildings</td>
<td>4</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Drug possession violations (municipal)</td>
<td>2</td>
<td>6</td>
<td>15</td>
</tr>
<tr>
<td>Thefts from vehicles</td>
<td>9</td>
<td>4</td>
<td>29</td>
</tr>
<tr>
<td>Agg. assault/batteries</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Crim. Damage to Property/Vandalism</td>
<td>2</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>DUI</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>Shoplifting</td>
<td>2</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>Stolen Autos</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
</tbody>
</table>

HIGHLIGHTS

New Records Management System

On June 17, the Police Department went “live” with its newest RMS: NICHE

This project began in 2016 and has involved countless hours of development and training by nearly every law enforcement agency in Johnson County, the Johnson County District Attorney’s Office and Johnson County JIMS. NICHE will allow for a more robust method of data sharing, intelligence gathering and crime analysis.
### Frequent crash locations

<table>
<thead>
<tr>
<th>INTERSECTION</th>
<th>May</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-435 &amp; State Line Road</td>
<td>12</td>
<td>39</td>
</tr>
<tr>
<td>Town Center Dr. &amp; Roe Avenue</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>103rd Street &amp; State Line Road</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>135th Street &amp; State Line Road</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>119th &amp; Tomahawk Creek</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>135th Street &amp; Roe Avenue</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>College Blvd. &amp; State Line Road</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>119th Street &amp; Roe Avenue</td>
<td>0</td>
<td>5</td>
</tr>
</tbody>
</table>

### Part I Crimes specified by the KBI

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>Feb-19</th>
<th>Mar-19</th>
<th>Apr-19</th>
<th>May-19</th>
<th>Jun-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggrav. Assault/Battery</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Arson</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Burglary</td>
<td>3</td>
<td>6</td>
<td>2</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Homicide</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Rape</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Robbery</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Stolen Auto</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>3</td>
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<tr>
<td>Theft</td>
<td>17</td>
<td>12</td>
<td>25</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>All Other Larceny</td>
<td>2</td>
<td>0</td>
<td>6</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Pocket Picking</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Purse Snatching</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Shoplifting</td>
<td>8</td>
<td>6</td>
<td>11</td>
<td>9</td>
<td>1</td>
</tr>
<tr>
<td>Theft from Building</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Theft from Coin Operated Machine</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Theft from Motor Vehicle</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>Theft of Motor Vehicle Parts/Accessories</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Arrests and Citations

<table>
<thead>
<tr>
<th>Category</th>
<th>Feb-19</th>
<th>Mar-19</th>
<th>Apr-19</th>
<th>May-19</th>
<th>Jun-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Arrests</td>
<td>73</td>
<td>87</td>
<td>88</td>
<td>86</td>
<td>79</td>
</tr>
<tr>
<td>Juvenile Arrests</td>
<td>6</td>
<td>7</td>
<td>10</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Citations/Citation Charges</td>
<td>571/752</td>
<td>800/1054</td>
<td>768/976</td>
<td>674/870</td>
<td>1075</td>
</tr>
<tr>
<td>Warnings/Warning Charges</td>
<td>427/626</td>
<td>496/774</td>
<td>435/661</td>
<td>485/693</td>
<td>889</td>
</tr>
<tr>
<td>Damage over $1,000 Accident</td>
<td>39</td>
<td>33</td>
<td>43</td>
<td>54</td>
<td>52</td>
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<tr>
<td>Damage under $1,000 Accident</td>
<td>3</td>
<td>2</td>
<td>8</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Injury Accident</td>
<td>8</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Field Interview Contacts</td>
<td>8</td>
<td>20</td>
<td>14</td>
<td>19</td>
<td>7</td>
</tr>
</tbody>
</table>
June 2019 Report

Fire Loss
Fire related incidents for the month in Leawood: 4
Fire Loss: $0

Monthly Activity Hours
(Non-training - can include response, public education, public services, maintenance, etc)
Staff Activity Hours: 832

Monthly Training Hours
Training Hours: 1,464

Monthly Calls for Service
<table>
<thead>
<tr>
<th>Service</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Responses</td>
<td>6</td>
</tr>
<tr>
<td>EMS Responses</td>
<td>180</td>
</tr>
<tr>
<td>HazMat Responses</td>
<td>12</td>
</tr>
<tr>
<td>Tech Rescue Responses</td>
<td>2</td>
</tr>
<tr>
<td>Other Calls for Service</td>
<td>78</td>
</tr>
<tr>
<td>Total Calls This Month</td>
<td>278</td>
</tr>
<tr>
<td>YTD Total Calls</td>
<td>1,666</td>
</tr>
</tbody>
</table>

Monthly Highlights
- 8 Car Seat Installations
- 26 Public Relations / Education Events
- 43 CPR / First Aid students
- 6 Residential Smoke Detector Assists
- 9th Annual French Intern visit concluded
- Trench Rescue training with CFD2 & Med-Act at Sewage Treatment Plant construction site

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

Summary of Monthly LFD Baseline Performance at the 90th Percentile

<table>
<thead>
<tr>
<th>LFD - Baseline Performance 90th Percentile</th>
<th>All Calls</th>
<th>Fire</th>
<th>EMS</th>
<th>Tech Rescue</th>
<th>HazMat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm Handling</td>
<td>Call Pick-Up to Dispatch</td>
<td>1:49</td>
<td>1:37</td>
<td>1:25</td>
<td>2:07</td>
</tr>
<tr>
<td>Turnout Time</td>
<td>Dispatch to 1st Unit Enroute</td>
<td>1:20</td>
<td>1:21</td>
<td>1:17</td>
<td>:48</td>
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# Leawood Municipal Court Caseload

## Cumulative

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## Monthly

![Cumulative Caseload Chart]

- 2016
- 2017
- 2018
- 2019
LEAWOOD MUNICIPAL COURT
RECEIPTS PROCESSED

CUMULATIVE

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<tr>
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MONTHLY

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$ 1,500,000.00 $ 1,500,000.00 $ 1,500,000.00 $ 1,500,000.00
Memo

To: Mayor Peggy Dunn and City Council
From: Parks & Recreation Department, Arts Council
CC: Scott Lambers, City Administrator
Date: 07/15/19
Re: Approval of Art Installation Location

"Women of the World" Sculpture Location

The Art in Public Places Initiative and the Arts Council recommends the installation location for the sculpture titled "Women of the World" to the center of the grass circle in front of the Justice Center entrance.

This sculpture was donated to the City of Leawood by 11350 Property, LLC and accepted by City Council on January 22, 2019.

The piece is 70" X 45" and is comprised of steel armature depicting the earth held by two bronze hands. The continents and the female faces encompassing the armature are made of bronze. Following some repair APPI and the Leawood Arts Council recommends the relocation of the piece.

This piece will be a beautiful accent to the Justice Center. It pays tribute to women from all over the globe. The circle of grass will be a perfect location for the round shape of the globe. The piece will be installed on a new base to raise it slightly higher and will be slightly seen by traffic on Town Center Drive. There are already benches installed around the circle, making this an ideal spot to enjoy the piece.

APPI made the recommendation for the relocation of the piece on April 29th and the Leawood Arts Council agreed to recommend the proposed installation to City Council on May 21, 2019.
Memo

To:      Mayor Peggy Dunn and City Council members  
From:    Parks & Recreation Department, Arts Council  
CC:      Scott Lambers, City Administrator  
Date:    07/15/2019  
Re:      Approval of Art on Loan Piece – “Skywriting I”, John King

John King Art on Loan Sculpture

The Leawood Arts Council and Art in Public Places Initiative recommend the temporary installation of a kinetic sculpture by John King titled “Sky Writing I”. This will be the 10th sculpture in the “Art on Loan” project.

This new sculpture will stand in the lawn to the west side of the front of Leawood City Hall. The artist has agreed to install the piece for a one year period.

“Sky Writing I” is valued at $40,000.00. The amount for the one year loan period will be $2,500.00. That amount will be applied to the total price should the City choose to purchase the piece at a later date.

The abstract sculpture stands approximately 10’ high. “Sky Writing I” is painted a shimmering iridescent blue, reflecting the sky as it moves with the wind. The wing-like elements are hinged in four (4) places that move the piece horizontally.

If approved the piece will move to Leawood following the close of the “Whirlwind: Art in Motion” exhibition at the Overland Park Arboretum in early October.

Inspired by Alexander Calder, John King was drawn to create art when he learned that art could be about the delight of motion. An alumnus of Beloit College, he works from his home in Lyons, Colorado.

“Sky Writing I” was imagined while riding the thermal currents in a hang glider. King’s sense of whimsy is evident in his designs.

APPI made the motion to recommend the approval of the piece for art on loan at the site on April 29th and the Leawood Arts Council agreed to recommend the proposed installation to City Council on May 21, 2019.
Staff Review
Fact Sheet
SUBJECT: RESPONSE FROM THE STORMWATER MANAGEMENT COMMITTEE
RE: PATRICIAN WOODS SMAC PROJECT
JULY 15, 2019

DISCUSSION
The Stormwater Management Committee met on June 26, 2019, to review possible reimbursement costs to residents who donated their easements on the Patrician Woods Stormwater Management Advisory Council (SMAC) Project.

Five of the Seven properties donated easements. The City hired an appraiser to determine the costs for the easements on the remaining properties. One of those property owners agreed to sign their easement for the value offered by the City while the other property owner had to be condemned to obtain the easements.

Staff questioned the fairness of the process as some residents held out to receive money while other residents donated their easements.

After discussion the Committee made a recommendation that the City take no action regarding the Patrician Woods SMAC Project and not to pay or reimburse for any of the donated easements.

The Public Works Director advised that on storm sewer projects and projects with Federal/State Funding going forward we are going to follow a new process/policy with easements:

1. During the engineering design, the City will hire an appraiser to value all the takings.

2. The City will send easements to the property owners requesting they be donated. Staff will allow up to sixty (60) days to receive all easements executed.

continued on back page . . .

COUNCIL ACTION TO BE TAKEN
Approve Committee Recommendations

STAFF RECOMMENDATION
☐ For
☐ Against
☒ No position

COMMITTEE RECOMMENDATION
☒ For (new policy on paying future projects)
☒ Against (additional payments on current project)
☐ No position ☐ No Assignment

POLICY OR PROGRAM CHANGE
☐ No
☒ Yes (future policy on securing easements)

OPERATIONAL IMPACT

COSTS
0

FUND SOURCES
n/a
3. If the City does not have all the easements after the sixty (60) days, the City will send offer letters to the remaining property owners concurrent with beginning the condemnation process.

4. The property owners who donated their easements will be reimbursed based on the City’s Appraised Value determined in Step 1.

The Committee also opted to affirm to Council that the Committee is behind a new policy of offering a value of the taking to all affected properties within a sixty (60) day timeframe as described with the new policy and to let Council know they support the new policy.

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

David Ley, P.E.
Director of Public Works
City of Leawood Planning Commission Staff Report

MEETING DATE: July 15, 2019
REPORT WRITTEN: June 27, 2019

PARKWAY PLAZA – KIDDI KOLLEGE OFFICE/DAYCARE ADDITION – REQUEST FOR APPROVAL OF A REVISED PRELIMINARY PLAN AND SPECIAL USE PERMIT – Located south of 134th Street and east of Briar Street – Case 41-19

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (6-0) Case 41-19, Parkway Plaza – Kiddi Kollege Expansion – Request for approval of a Revised Preliminary Plan and Special Use Permit for a commercial day care with the following stipulations:

1. This approval is limited to 5,450 sq. ft. single story, standalone building expansion to be constructed on the same lot as an existing 10,500 sq.ft. daycare facility on 2.02 acres for an F.A.R. of 0.24 and with an overall FAR of 0.24 for the overall Parkway Plaza Development.

2. The applicant/owner shall be responsible for the following impact fees:
   a) The applicant/owner is responsible for a Public Art Impact Fee or a piece of public art prior to issuance of a building permit. 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 shall pay a public art impact fee prior to issuance of a building permit in the amount of $0.15/square foot of finished floor area prior to issuance building permit. This amount is subject to change by ordinance.
   b) The applicant shall pay a Park Impact Fee in the amount of $0.15/per square foot of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.
   c) A 135th Street Corridor Impact Fee in the amount of $1.95 for retail per sq. ft. of building area prior to issuance of a Building Permit. This amount is subject to change by Ordinance.

3. Per Section 16-4-3.6 of the Leawood Development Ordinance, this Special Use Permit shall have a duration of twenty (20) years from approval by the Governing Body, after which shall terminate if no new Special Use Permit is applied for and granted by the City of Leawood Governing Body.

4. A Special Use Permit for a Day Care shall be issued to JPS Investment Group, LLC.

5. In the event the allowed use is discontinued for a period of three months or more, the Special Use shall be determined abandoned, and this permit shall become null and void.

6. All power lines, utility lines, etc. (existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) shall be placed underground prior to final occupancy of the proposed building.

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

8. 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.

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

10. Materials boards shall be submitted at the time of Final Plan application.

11. A model shall be submitted at the time of Final Plan application.

12. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.

13. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo (Exhibit A) on file with the City of Leawood Planning and Development Department, prior to issuance of a Certificate of Occupancy.

14. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all privately owned common areas and common area improvements including, but not limited to, private streets, walls, and private storm water system improvements. The mechanism shall 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.

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

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

17. All pedestrian crosswalks shall be demarcated from the adjacent street pavement with pavers to match those approved for the Parkway Plaza development.

18. 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.

19. All downspouts shall be enclosed.

20. 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 utilities being screened.

21. This preliminary plan approval shall lapse in two years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant one such extension for a maximum of 12 months for good cause shown by the developer.

22. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.

23. 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-three.

PLANNING COMMISSION CHANGES TO STIPULATIONS:
- None

APPLICANT:
- The applicant and architect is Jeff Schroeder with Scharbag Architects.
• The property is owned by JPS Investment Group.
• The engineer is Jeff Skidmore with Schlagel & Associates.

REQUEST:
• The applicant is requesting approval of a Revised Preliminary Plan and Special Use Permit for a commercial daycare for a 5,450 sq. ft. single story, standalone building expansion to be constructed on the same lot as an existing 10,500 sq.ft. daycare facility. The addition will contain space for both offices and daycare.
• The office portion of the expansion will be 3,600 sq. ft.. The other 1,850 sq. ft. of the expansion will be used as additional daycare space.

ZONING:
• The property is currently zoned as Mixed Use (MXD).

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

SURROUNDING ZONING:
• North To the north of the property is an undeveloped lot within Parkway Plaza that is master planned for condominiums. Beyond 133rd Street is Bridgewood, a single-family residential subdivision, zoned RP-1 (Planned Single Family Residential District).
• South To the south of the property is a bank building within Parkway Plaza, zoned MXD (Mixed Use District).
• East To the east of the property is an undeveloped lot within Parkway Plaza that is master planned for office/retail zoned MXD (Mixed Use District).
• West To the west of the property are additional retail and office buildings within Parkway Plaza, zoned MXD (Mixed Use District).

LOCATION:

SITE PLAN:
• The project is located on the 2.02 acre lot within the Parkway Plaza development with an existing 10,500 sq.ft. daycare building on the west side of the project site.
- The applicant proposes the construction of a new 5,450 square foot, one-story, standalone office/daycare building as an expansion to the existing daycare.
- A Preliminary Plan for Parkway Plaza was approved on December 5, 2005 with case 69-05 (Ordinance 2146). The Preliminary Plan proposed a 3,500 sq.ft. office building on the currently proposed project area at the east side of the lot. The size of the proposed 5,450 sq.ft. building is more than 5% larger than the previously approved plan, requiring a Revised Preliminary Plan.
- The two buildings will be connected by exterior sidewalks with gates going from one building to the other.
- An existing parking lot is located south of the proposed building. The applicant does not propose any changes to the existing parking lot, existing parking lot lighting, or traffic circulation.
- The parking lot will be accessed by a private drive off 134th Street, Briar Street and from interior drive aisles from the east and south.
- Existing sidewalks are located around the north, south and east sides of the site. A north-south Sidewalk is proposed adjacent to the private drive to the west. A singular sidewalk connection is proposed from the parking lot to the building entrance on the south elevation of the proposed office/daycare building.
- New fencing is proposed on the north side of the proposed building, and will be of a style and color to match the existing fencing of the existing Kiddi Kollege building.
- No additional playground equipment is proposed with this application.
- Bike racks are proposed adjacent to the proposed sidewalk along the western internal drive at the southeast corner of the new building being proposed.
- The applicant proposes to remove 5 existing parallel parking spaces along the east private drive, on the east side of the proposed building to provide additional open space.

**PARKING:**
- The ordinance requires 3.0 to 3.5 parking spaces per 1,000 square feet of office space in addition to 1.5 parking spaces required per employee (26 employees) on a maximum shift for daycare uses. The required parking range for the office portion of the site is 11 spaces minimum to 13 spaces maximum, with an addition to 39 parking spaces for the maximum number of employees on a maximum shift for a total of 50 minimum and 52 maximum required parking spaces for the entire project area.
- A total of 42 spaces are existing on site. Thirty-nine spaces are located within the existing parking lot and on street parking in front of the building. Three additional on-street parking spaces are provided along 134th Street. All on-street spaces are located on the property of the proposed building.
- Five parallel parking spaces along the eastern private drive were removed with this application to accommodate additional green space. The proposed parking for the overall Parkway Plaza development are in compliance with the Leawood Development Ordinance.
- A cross-access parking agreement was established per Parkway Plaza Business Declarations.

**BULK REGULATIONS:**
- The following table outlines the required and provided regulations for overall Parkway Plaza development:

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The following table outlines the required and provided regulations for Kiddi College office/daycare building:

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<td>Rear Yard Setback (Interior)</td>
<td>10'</td>
<td>91.7'</td>
<td>Complies</td>
</tr>
<tr>
<td>Side Yard Setback (Interior)</td>
<td>10'</td>
<td>28.8'</td>
<td>Complies</td>
</tr>
<tr>
<td>Interior Parking Setback</td>
<td>10'</td>
<td>0'</td>
<td>Deviation Granted*</td>
</tr>
<tr>
<td>Building Setback from Residential</td>
<td>75'</td>
<td>91.7'</td>
<td>Complies</td>
</tr>
<tr>
<td>Open Space</td>
<td>30% (min.)</td>
<td>38.63%</td>
<td>Complies</td>
</tr>
<tr>
<td>Interior Open Space</td>
<td>10%</td>
<td>20.45%</td>
<td>Complies</td>
</tr>
<tr>
<td>F.A.R.</td>
<td>0.25 (max.)</td>
<td>.18</td>
<td>Complies</td>
</tr>
<tr>
<td>Height Limit</td>
<td>90'</td>
<td>26.3'</td>
<td>Complies</td>
</tr>
</tbody>
</table>

*Deviation granted with the Preliminary Plan for the overall Parkway Plaza development, on December 5, 2005 (Case 69-05, Ordinance 2146)

**DEVIATIONS:**
- In addition to the setback deviation that was granted with the preliminary plan for Parkway Plaza, the following deviations were also granted for the development:
  - The parking ratio for the development was allowed at 3.9 parking spaces per 1,000 square feet of lease space.
  - The development was allowed to increase the FAR of the development from .25 to .26.

**ELEVATIONS:**
- The elevations are not reviewed until the time of Final Plan. The applicant has provided a preliminary elevation of the expansion, which includes cast stone, stucco, natural stone, and a sloped concrete tile roof to match the existing building on the lot.

**TRAFFIC:**
- A traffic study was prepared with the Preliminary Plan for the overall Parkway Plaza development. The applicant has provided an update to the traffic study, which did not indicate a substantial number of additional traffic generated for the site.

**SIGNAGE:**
- No signage is proposed with this application.
• Parkway Plaza has sign criteria recommended by the Planning Commission and approved by the Governing Body. Signage is reviewed administratively through a separate application.

**LANDSCAPING:**
• A landscaping plan is not reviewed until the time of Final Plan.
• The applicant has provided a preliminary landscape plan showing a mixture of shade trees, shrubs and grasses around the perimeter of the proposed building. The plan is visually comparable to the landscape plan that was approved with the building to the west.

**LIGHTING:**
• Lighting is not reviewed until the time of Final Plan.
• At the time of Final Plan, a photometric study will be required of the applicant and will have to meet the requirements of the Leawood Development Ordinance 16-2-9.2

**IMPACT FEES:**
• **PUBLIC ART IMPACT FEE:** The applicant/owner shall be responsible for a Public Art Impact Fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant shall pay a public art impact fee in the amount of $0.15/square foot of finished floor area prior to issuance building permit. This amount is subject to change by ordinance.
• **PARK IMPACT FEE:** The applicant shall pay a Park Impact Fee in the amount of $0.15/per square foot of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.
• **135TH STREET CORRIDOR IMPACT FEE:** A 135th Street Corridor Impact Fee in the amount of $1.85 for retail per sq. ft. of building area prior to issuance of a Building Permit. This amount is subject to change by Ordinance.
MEMO

DATE: June 20, 2019

TO: Richard Coleman, Director of Community Development

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

SUBJECT: Parkway Plaza - Kiddi Kollege
Case Number: 41-19

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 Impact Analysis:
   a) The trip generation comparison indicated negligible changes to the traffic generated by the proposed plan when compared to the previously approved plan for Parkway Plaza.

2) Storm Water Study:
   a) Detention has been constructed on this site by the Parkway Plaza developer. This project drains to the mid detention basin with the pond and the west detention basin of Parkway Plaza. These have already been installed with the larger project.
   b) The previous phase of Kiddi Kollege constructed the North and West Rain Gardens. They were sized to include this expansion. The applicant shall protect these facilities with adequate erosion control.
   c) Runoff from the new building shall drain by pipe or overland flow to the rain gardens and/or curb inlet per the BMP plan.

3) The parking lot pavement shall be constructed in accordance to the Leawood Development Ordinance.

4) Permanent structures, including monument signs, shall not be placed within the Right-of-Way and Public Easements.

5) 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).

Sister City to I-Lan, Taiwan, R.O.C. • Sister City to Regional Council Gezer, Israel
6) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.

7) The 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.

8) 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.

9) The Developer shall repair and restore all damaged areas between the back of curb and the Right-of-Way abutting this lot including any existing damage. This shall include but is not limited to street lighting equipment, traffic signal equipment, sidewalk, storm sewers, grass, etc.

10) The Developer shall provide documentation by a licensed professional engineer certifying on City forms the BMPs have been constructed in accordance with City standards and the approved plans.

11) The developer shall provide as-built storm sewer information in accordance with City 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.

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

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

Copy: Project File
ORDINANCE NO.__________

ORDINANCE APPROVING A REVISED PRELIMINARY PLAN AND SPECIAL USE PERMIT [SUP] FOR PARKWAY PLAZA-KIDDI KOLLEGE OFFICE/DAYCARE ADDITION, LOCATED SOUTH OF 134TH STREET AND EAST OF BRIAR STREET [PC CASE # 41-19]

WHEREAS, the applicant submitted a request for approval of a Revised Preliminary Plan and Special Use Permit for commercial daycare;

WHEREAS, the Planning Commission reviewed the application on June 25, 2019 and recommends approval of Case 41-19 with certain stipulations; and

WHEREAS, the Planning Commission’s recommendation was presented to the Governing Body on July 15, 2019.

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

SECTION 1. APPROVAL OF REVISED PRELIMINARY PLAN GRANTED. Pursuant to Section 16-3-10 of the Leawood Development Ordinance, permission is hereby granted to use the property legally described as follows:

LOT 18, PARKWAY PLAZA FIFTH PLAT, A SUBDIVISION IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

in the manner set forth in the Preliminary Plan on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Sections 16-2-6.4 of the Leawood Development Ordinance, subject to all other laws and regulations, and subject to the stipulations recommended by the Planning Commission set forth below.

SECTION 2. SPECIAL USE PERMIT GRANTED. Pursuant to Section 16-4-3 of the Leawood Development Ordinance, permission is hereby granted to use the property described Section 1, above as a Commercial Daycare in accordance with the provisions herein and in accordance with the City’s ordinances, and subject to the conditions and stipulations set forth below.

SECTION 3. CONDITIONS AND STIPULATIONS. Approvals of the preliminary plan and special use permit granted herein, are hereby approved and adopted subject to the following conditions and stipulations:

1. This approval is limited to 5,450 sq. ft. single story, standalone building expansion to be constructed on the same lot as an existing 10,500 sq.ft. daycare facility on 2.02 acres for an F.A.R. of 0.24 and with an overall FAR of 0.24 for the overall Parkway Plaza Development.

2. The applicant/owner shall be responsible for the following impact fees:
   a) The applicant/owner is responsible for a Public Art Impact Fee or a piece of public art prior to issuance of a building permit. 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 shall pay a public art impact fee prior to issuance of a building permit in the amount of $0.15/square foot of finished floor area prior to issuance of a building permit. This amount is subject to change by ordinance.

b) The applicant shall pay a Park Impact Fee in the amount of $0.15/per square feet of finished floor area prior to issuance of a building permit. This amount is subject to change by Ordinance.

c) A 135th Street Corridor Impact Fee in the amount of $1.95 for retail per sq. ft. of building area prior to issuance of a Building Permit. This amount is subject to change by Ordinance.

3. Per Section 16-4-3.6 of the Leawood Development Ordinance, this Special Use Permit shall have a duration of twenty (20) years from approval by the Governing Body, after which shall terminate if no new Special Use Permit is applied for and granted by the City of Leawood Governing Body.

4. A Special Use Permit for a Day Care shall be issued to JPS Investment Group, LLC.

5. In the event the allowed use is discontinued for a period of three months or more, the Special Use shall be determined abandoned, and this permit shall become null and void.

6. All power lines, utility lines, etc. (existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) shall be placed underground prior to final occupancy of the proposed building.

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

8. 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.

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

10. Material boards shall be submitted at the time of Final Plan application.

11. A model shall be submitted at the time of Final Plan application.

12. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.

13. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo (Exhibit A) on file with the City of Leawood Planning and Development Department, prior to issuance of a Certificate of Occupancy.
14. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all privately owned common areas and common area improvements including, but not limited to, private streets, walls, and private storm water system improvements. The mechanism shall 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.

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

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

17. All pedestrian crosswalks shall be demarcated from the adjacent street pavement with pavers to match those approved for the Parkway Plaza development.

18. 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.

19. All downspouts shall be enclosed.

20. 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 utilities being screened.

21. This preliminary plan approval shall lapse in two years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant one such extension for a maximum of 12 months for good cause shown by the developer.

22. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.

23. 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-three.

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 July, 2019.

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

(SEAL)

Peggy J. Dunn, Mayor
ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
PROJECT SCHEDULE

West Site (Vest of Over Green)

Office / Retail
Land Area = 16.46 Acres
Office / Retail Building Area = 17,000 s.f.
Retail Building Area = 45,400 s.f.
F.A.R. = 12

Required Parking = 231 cars
Parking Provided = 226 cars
Accessible Parking = 7 cars

Building Coverage = 15%
Open Space = 42%

Total West Site
Land Area = 16.03
Building Area = 237,700 s.f.
Percentage of Proposed Use:
Office/Retail = 53.3%
Retail = 16.7%
F.A.R. = 50

Required Parking = 327
Parking Provided = 327

Building Coverage = 16%
Open Space = 51%

NOTE: ORIGINAL MASTER PLAN BY SUTTLE MINDEL. SITE DATA FOR RETAIL/OFFICE ON WEST SIDE REMAINS UNCHANGED.
6/19/19

Richard Sanchez  
Planning Department  
City of Leawood  
4800 Town Center Drive  
Leawood, KS 66211

RE: Kiddi Kollege Office Building  
13401 Briar Road

Dear Richard:

We had no one come to the interact meeting. We waited for approx. 40 minutes and none of the neighbors showed up. Therefore, we do not have any meeting minutes. Please let me know if you need anything else. Thank you.

Sincerely,

Jeff Schroeder, AIA, NCARB  
Herman A. Scharhag Co., Architects
City of Leawood
Planning Commission Meeting
June 25, 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, Hunter, Belzer, Hoyt, Elkins, Coleman, Block, and Peterson. Absent: Stevens.

APPROVAL OF THE AGENDA

Chairman Elkins: Does staff have any changes to the agenda?

Mr. Klein: No.

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

APPROVAL OF MINUTES: Approval of the minutes from the May 28, 2019 Planning Commission meeting.

Chairman Elkins: Thanks to Commissioner Hoyt for serving as Pro-Tem. I’m sure she enjoyed the experience. Are there any amendments to the draft?

Comm. Coleman: On pages 3, 5, and 6, Ms. Bennett was not the attorney that night; it was Ms. Knight.

Chairman Elkins: If there are no other amendments, I would accept a motion for approval.

A motion to approve the minutes from the May 28, 2019 Planning Commission meeting was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CONTINUED TO THE JULY 23, 2019 PLANNING COMMISSION MEETING:
CASE 16-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-9, FENCES AND WALLS – Request for approval of an amendment to
Motion amended to include the Public Works recommendations from the report dated June 25, 2019 – by Coleman; second amended by Belzer.

Comm. Coleman: I'd like to thank staff for doing this. I think you made some valid points, including these amenities in Stipulation Nos. 10 and 13, but I think the developer and the property owner do have a right to some latitude in what to do with the property. I give them latitude in proposing those changes.

Comm. Hoyt: I fundamentally agree with what Commissioner Coleman is saying; however, at the same time, from the first time we looked at this proposal, one of the big concerns was the creation of sense of place. I've interpreted some of these preferences to try to drive home the point that we're looking for something within the amenities that is significant enough that it does create a sense of place and perhaps a sense of place that will be consistent throughout the entire development. I would like to go on the record urging the applicant to create whatever amenities end up within the Final Plan and whatever goes to Governing Body to be something that is significant enough and has impact on identity, for lack of a better term.

Chairman Elkins: Thank you. Are there any other comments on the pending amended motion and amended second.

Motion approved with a vote of 6-1. For: McGurren, Hunter, Belzer, Hoyt, Coleman, and Peterson. Opposed: Block.

CASE 41-19 – PARKWAY PLAZA – KIDDI KOLLEGE OFFICE/DAYCARE ADDITION – Request for approval of a Revised Preliminary Plan and Special Use Permit for a commercial daycare, located south of 134th Street and east of Briar Street.

PUBLIC HEARING

Commissioner Hunter recused herself from Case 41-19

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

Mr. Sanchez: This is Case 41-19 – Parkway Plaza – Kiddi Kollege Office/Daycare addition – Request for approval of a Revised Preliminary Plan and Special Use Permit for a commercial daycare, located south of 134th Street and east of Briar Street. The project will consist of an additional 5,450 square feet of building to be constructed on the same lot as the existing Kiddi Kollege within Parkway Plaza. The building will now house the Kiddi Kollege office space as well as additional room for their daycare. About 1/3 of the building will be dedicated to the daycare space needed, and the rest of the building will be used for the office. The Parkway Plaza development was originally passed with a Preliminary Plan showing a 3,500 sq. ft. office building in conjunction with the existing Kiddi Kollege building. Since there has been a change of more than 5% of the square footage from the plan that was approved, you are seeing this project as a Preliminary Plan this evening. A sidewalk is proposed between the proposed building and the existing

Leawood Planning Commission - 13 - June 25, 2019
building. The sidewalk is gated and may only be accessed to allow for people to go from one building to another. There are fences that will gate anyone from the outside of the existing sidewalks around the perimeter of the lot. The applicant plans on removing five on-street parking spaces to the east of the proposed office/daycare building to help provide additional open space. A cross-access parking agreement was established with this development, and the number of parking spaces still meets the requirement of the LDO. No changes are proposed to the existing parking lot to the south of the proposed and existing building. The applicant has provided preliminary elevations and is proposing to closely match what is existing at the Kiddi Kollege. The Preliminary Plan and Special Use Permit for a commercial daycare meet the regulations of the LDO. Staff recommends approval of Case 41-19 with the stipulations listed in the report.

Chairman Elkins: Thank you. Questions for staff?

Comm. Block: I don’t know that I understood the parking. I know it conforms, but there are not enough spaces in the front. Is it because of the agreement with the larger complex that they are able to hit the required number?

Mr. Sanchez: That is correct. With the parking spaces that they currently have, they would not meet the requirement if they were their own development; however, since the whole development was done at one time, they are able to use the parking from other areas to make it work.

Chairman Elkins: Other questions for staff? Mr. Sanchez, in the comment in the case on the elevations, there is a reference to the expansion, including cast stone. This continues to be an issue as a building material that confuses me because it was obviously an issue in the prior case, but you had it resolved. I wasn’t able to expand my understanding any further there. When we talk about cast stone, I take it that’s a manufactured stone product.

Mr. Klein: It is a manufactured stone product. It is a bit different. It has different properties and is typically used in features like sills on a building or accents. It is much stronger than cultured stone. The difference is that it tries to look like this natural stone. Often, they’ll have concrete and will bond a color to the face of it. Over time, that color wears off and fades. If it breaks, that color isn’t running throughout the entire process; whereas, if the cast stone breaks, it is the same all the way through and has the look of sandstone or something like that.

Chairman Elkins: Is there a difference in terms of either one being approved on a commercial space as opposed to a residential space?

Mr. Klein: Staff has always been comfortable with cast stone, and it’s probably something we’ll bring in.

Mr. Coleman: We’re working on providing some detailed information to the commission on manufactured versus cast stone.
Chairman Elkins: There are really three buckets: cast stone, manufactured stone, and natural stone.

Mr. Coleman: Correct, and just for example, the Cast Stone Institute provides for certain pounds per square inch and also absorption rates for water absorption. They're a much higher standard than manufactured products, which are more like a soft concrete with a PSI of 2,500. Cast stone is 6,000 and up. Real stone used for building stone like limestone is 10,000-11,000 PSI. That gives some indication. The water absorption is also about half of what manufactured stone would be.

Chairman Elkins: Does the LDO speak to the use of any of these three?

Mr. Coleman: It does in the sense that stone is listed as an approved building material, but manufactured stone is not.

Chairman Elkins: It doesn't list cast stone, either, does it?

Mr. Coleman: I don't believe it does, but we're working to rectify all that.

Chairman Elkins: Currently, even cast stone is not shown as an approved building material.

Mr. Coleman: I believe that is correct.

Chairman Elkins: Does that create an issue for us being within our authority to approve it if it's not an approved building material?

Mr. Coleman: I don't know that it does.

Chairman Elkins: Let's have the discussion, and perhaps we'll have additional discussion after the presentation. Any other questions for staff?

Applicant Presentation:
Jeff Schroeder, Sharhag Architects, 6247 Brookside Boulevard, KC, MO, appeared before the Planning Commission and made the following comments:

Mr. Schroeder: I'm here representing the applicant. The civil engineer for the project is also here for any questions if that need arises. I'll try to be even simpler. We're in agreement with all 23 stipulations. I think this will be a good development that matches the existing building. The cast stone in this case is going to be used as very thin accent strips around the building. The base of the building will be actual stone material with brick above it, but then to split between those two materials, it would be a narrow band of cast stone. It is a good material, as Mr. Coleman said. All the materials will be the same as what is on the Kiddi Kollege building, so it will match that. They have a good track record of development. They've been a good neighbor there. They have these similar
types of buildings now in Lenexa, Overland Park, and Olathe. They decided they wanted to have Leawood as the office location now that they are big enough that they need a dedicated office space. The daycare is growing, also, so as staff said, there is one room that would be used for older children in the back of the building. It would have a fenced, gated connection and sidewalk to the existing building, and there will not be any new playground equipment. Anything outside around the building will be green, landscaped space. We'd be glad to answer any questions if you've got any.

Chairman Elkins: Thank you. Questions for the applicant?

Comm. Block: To clarify, you say that the outside of the building next door is exactly the same with the banding. You said it's natural stone and then a band of the cast stone and brick.

Mr. Schroeder: Yes, sir.

Chairman Elkins: The cast stone materials is in the current building.

Mr. Schroeder: It is.

Chairman Elkins: Other questions for the applicant? Because part of this case is an application for a Special Use Permit, we'll open a Public Hearing.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Hoyt; seconded by Block, Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Coleman, Block, Peterson.

Chairman Elkins: That takes us to a discussion of the case in general. Are there comments?

Mr. Sanchez: I just wanted to make note that this is a Preliminary Plan, so they will come back with a Final Plan and give detail into the locations of the exact materials and more depth into the materials being used.

Chairman Elkins: Thank you. I still have a mild reservation about whether this is an approved material. To the extent that we've had this discussion at great length in the past, the fact that the current building already has it helps me a little bit.

Mr. Coleman: There is a short list of prohibited materials, and it is not on there.

Ms. Bennett: In the section of permitted materials, it just has stone. It doesn't say natural stone. Historically, it has been interpreted to include cast stone.

Chairman Elkins: Does the short list of prohibited materials include manufactured stone?
Mr. Coleman: No.

Chairman Elkins: Thank you. Are there other comments? Does anyone care to make a motion?

A motion to recommend approval of CASE 41-19 – PARKWAY PLAZA – KIDDI KOLLEGE OFFICE/DAYCARE ADDITION – Request for approval of a Revised Preliminary Plan and Special Use Permit for a commercial daycare, located south of 134th Street and east of Briar Street – with 23 Stipulations – was made by Block; seconded by Peterson. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Coleman, Block, Peterson. (Hunter recused from the vote)

CASE 59-19 – TOWN CENTER PLAZA – CHASE BANK – Request for approval of a Revised Final Plan, located north of 119th Street and east of Nall Avenue.

Commissioner Hunter rejoined the meeting.

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

Ms. Schuller: This is Case 59-19 – Town Center Plaza – Chase Bank – Request for approval of a Revised Final Plan. Chase Bank is located at the corner of 119th Street and Roe Avenue. A Final Plan was approved in March, 2019, including the Site Plan changes and changes to the former Dean & Deluca building. The applicant would like to modify the mullions that are located above the canopies at the corners of the building. Currently, those windows are divided into a square pattern. The applicant proposes to remove that square pattern and replace it with a three-panel window system with a larger central window to accommodate future signage, which would be set back a minimum of 3 feet from the window; however, no signage is approved with this application. The proposed plan is in compliance with the LDO, and staff recommends approval with the stipulations in the Staff Report.

Chairman Elkins: Questions for staff? Ms. Schuller, this is a little off the wall, but it struck me in this case. As I understand it, this is the old Dean & Deluca building, which is at 119th and Roe to my reckoning. Why do we describe this as being north of 119th Street and east of Nall? That is obviously accurate, but it is actually west of Roe.

Ms. Schuller: It just carried over from the previous plan, so we kept it consistent.

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

Applicant Presentation:
Bruce LaSurs, Core States Group, 6500 Chippewa Street, St. Louis, MO, appeared before the Planning Commission and made the following comments:
City of Leawood Governing Body Staff Report

MEETING DATE: July 15, 2019
REPORT WRITTEN: June 26, 2019

TOWN CENTER PLAZA – CHASE BANK – REQUEST FOR APPROVAL OF A REVISED FINAL PLAN
– Located north of 119th Street and east of Nail Avenue – Case 59-19

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (7-0) of Case 59-19, Town Center Plaza – Chase Bank – request for approval of a Revised Final Plan, with the following stipulations:
1. The project is limited to the replacement of windows located at the corners of the Chase Bank building above the existing horizontal canopies on the north, south and east elevations.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. The replacement glass shall match the transparency and reflectivity values of the existing window glass on the building.
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 Yosef Howley with Core States Group.
• The property is owned by KF Investments, LLC.
• The developer is Chris Foit with J.P. Morgan Chase.
• The engineer is Patrick Bennett with Core States Group.
• The architect is Bruce LaSurs with Core States Group.

HISTORY:
• A Final Plan was approved for Chase Bank on March 18, 2019 with Case 11-19 (GB Resolution #5155).
• The Final Plan included conversion of the previous Dean and DeLuca building into a multi-tenant building containing two tenants, one being Chase Bank.
• The Final Plan included façade updates to the east and south sides of the existing building, and modifications to the parking lot and landscaping.

REQUEST:
• The applicant is requesting approval of a Revised Final Plan to modify the pattern of the mullions of the windows located above the existing horizontal canopies at the corners of the building, which currently divide the windows into smaller squares, to a three pane window system with a large picture window in the center. This change is proposed on the north, east, and south elevations.
• No other changes are proposed with this application.
ZONING:
- The property is currently zoned SD-CR (Planned General Retail).

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

SURROUNDING ZONING:
- North Directly to the north is the main center of the Town Center Plaza development zoned SD-CR. To the north of Town Center Plaza is 117th Street and Town Center Drive. Further to the north is Park Place, a mixed use development zoned MXD (Mixed Use District) and Leawood City Hall zoned RP-4 (Planned Cluster Residential).
- South Directly south is 119th Street. On the south side of 119th Street is Hawthorne Plaza, a retail shopping center within Overland Park.
- East Directly to the east is Roe Avenue. On the east side of Roe Avenue is the Camelot Court shopping center within Leawood, zoned SD-CR.
- West Directly to the west is Restoration Hardware and other retail pad sites within the Town Center Plaza development, zoned SD-CR.

LOCATION:

SITE PLAN:
- The site is located on a 2.03 acre lot at the southeast corner of the Town Center Plaza development. Roe Avenue is directly adjacent to the east and 119th Street is located directly to the south. The remainder of the Town Center Plaza development is located to the north and west.
- The entrance into the Chase Bank tenant space will be located on the east side of the building, centered within the façade. The entrance into the second tenant space is located on the south side of the building also centered within the existing façade of the building and will be accessed by a ramp and steps.
• Existing driveways into the site are located at the southwest corner of the site off of 119th Street, and at the northeast corner of the site that provides an interior connection with the remainder of the Town Center Plaza development.

ELEVATIONS:
• The existing east, north and south elevations have two large window areas located above the existing horizontal canopies on the corners of the building, featuring mullions that divide the window into smaller squares. The existing windows match the style of windows located on the upper portions of the central area of the façade. The application proposes to remove the existing windows and replace them with a three pane window system, featuring a large picture window in the center.
• No other changes are proposed with this application.

SIGNAGE:
• No signage is proposed with this application. However, the applicant has indicated that interior signage, greater than 3' back from the window, may be placed behind the windows.

LIGHTING:
• No lighting is proposed with this application.
RESOLUTION NO. __________

RESOLUTION APPROVING A REVISED FINAL PLAN FOR TOWN CENTER PLAZA – CHASE BANK, LOCATED NORTH OF 119TH STREET AND EAST OF NALL AVENUE (PC CASE 59-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plan for Town Center Plaza – Chase Bank;

WHEREAS, such request for approval was presented to the Planning Commission on June 25, 2019; and

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

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

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

1. The project is limited to the replacement of windows located at the corners of the Chase Bank building above the existing horizontal canopies on the north, south and east elevations.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. The replacement glass shall match the transparency and reflectivity values of the existing window glass on the building.
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 July, 2019.

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

[SEAL]  

Peggy J. Dunn, Mayor
ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
City of Leawood
Planning Commission Meeting
June 25, 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, Hunter, Belzer, Hoyt, Elkins, Coleman, Block, and Peterson. Absent: Stevens.

APPROVAL OF THE AGENDA

Chairman Elkins: Does staff have any changes to the agenda?

Mr. Klein: No.

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

APPROVAL OF MINUTES: Approval of the minutes from the May 28, 2019 Planning Commission meeting.

Chairman Elkins: Thanks to Commissioner Hoyt for serving as Pro-Tem. I’m sure she enjoyed the experience. Are there any amendments to the draft?

Comm. Coleman: On pages 3, 5, and 6, Ms. Bennett was not the attorney that night; it was Ms. Knight.

Chairman Elkins: If there are no other amendments, I would accept a motion for approval.

A motion to approve the minutes from the May 28, 2019 Planning Commission meeting was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CONTINUED TO THE JULY 23, 2019 PLANNING COMMISSION MEETING:
CASE 16-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-9, FENCES AND WALLS – Request for approval of an amendment to
Mr. Coleman: No.

Chairman Elkins: Thank you. Are there other comments? Does anyone care to make a motion?

A motion to recommend approval of CASE 41-19 – PARKWAY PLAZA – KIDDI KOLLEGE OFFICE/DAYCARE ADDITION – Request for approval of a Revised Preliminary Plan and Special Use Permit for a commercial daycare, located south of 134th Street and east of Briar Street – with 23 Stipulations – was made by Block; seconded by Peterson. Motion carried with a unanimous vote of 6-0. For: McGurren, Belzer, Hoyt, Coleman, Block, Peterson. (Hunter recused from the vote)

CASE 59-19 – TOWN CENTER PLAZA – CHASE BANK – Request for approval of a Revised Final Plan, located north of 119th Street and east of Nall Avenue.

Commissioner Hunter rejoined the meeting.

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

Ms. Schuller: This is Case 59-19 – Town Center Plaza – Chase Bank – Request for approval of a Revised Final Plan. Chase Bank is located at the corner of 119th Street and Roe Avenue. A Final Plan was approved in March, 2019, including the Site Plan changes and changes to the former Dean & Deluca building. The applicant would like to modify the mullions that are located above the canopies at the corners of the building. Currently, those windows are divided into a square pattern. The applicant proposes to remove that square pattern and replace it with a three-panel window system with a larger central window to accommodate future signage, which would be set back a minimum of 3 feet from the window; however, no signage is approved with this application. The proposed plan is in compliance with the LDO, and staff recommends approval with the stipulations in the Staff Report.

Chairman Elkins: Questions for staff? Ms. Schuller, this is a little off the wall, but it struck me in this case. As I understand it, this is the old Dean & Deluca building, which is at 119th and Roe to my reckoning. Why do we describe this as being north of 119th Street and east of Nall? That is obviously accurate, but it is actually west of Roe.

Ms. Schuller: It just carried over from the previous plan, so we kept it consistent.

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

Applicant Presentation:
Bruce LaSurs, Core States Group, 6500 Chippewa Street, St. Louis, MO, appeared before the Planning Commission and made the following comments:
Mr. LaSurs: Thank you for the opportunity to present this revision for the Final Plan. We intend to improve the building. We’re working with the existing contemporary building to essentially take a window that has 32 panes and exchange it for a window that has three panes. We will increase the glazing and natural light and reduce the shadow created by the aluminum storefront. We are not changing the overall opening. The rough masonry opening stays the same in both instances.

Chairman Elkins: Do you have any objection to the five recommended stipulations?

Mr. LaSurs: Is it different from the previous? If they’re the same, I have no objections. This is mostly just an effort to create more natural light and rebrand the building for the new tenant. We’d like more emphasis on the corner towers of the building and to reduce the horizontal effect of the multiple small panes.

Chairman Elkins: Thank you. Questions?

Comm. Coleman: I noticed that the building is going to have two tenants, one being Chase Bank. I noticed only one opening on the drawings. Is the intent that one side of the building will not have an entrance directly outside?

Mr. LaSurs: There is a direct entrance for the new tenant on the south elevation. The primary entrance for Chase Bank is on the east elevation. I think there were some modifications in the doorways that were proposed and approved in the original Final Plan.

Comm. Coleman: The south entrance looks like it’s elevated with some stairs and a ramp on one side.

Mr. LaSurs: There were some modifications to make it ADA compliant and accessible for the entrance.

Comm. Coleman: Do you have a tenant?

Mr. LesSeurs: The expectation is that it will be other divisions of the bank, but that is not certain at this point.

Chairman Elkins: Thank you. Other questions? This takes us to a discussion. Any comments?

Comm. Peterson: The building is definitely closer to Roe than Nall.

Chairman Elkins: I appreciate that. I would entertain a motion.

A motion to recommend approval of CASE 59-19 – TOWN CENTER PLAZA – CHASE BANK – Request for approval of a Revised Final Plan, located north of 119th Street and east of Nall Avenue – with five stipulations – was made by Hoyt;
seconded by McGurren. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CASE 48-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-7, LANDSCAPING AND SCREENING REQUIREMENTS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to required tree replacement and the spacing of street and ornamental trees. PUBLIC HEARING

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

Mr. Klein: This is Case 48-19 – Leawood Development Ordinance Amendment to Section 16-4-7, Landscaping and Screening Requirements. It contains three parts. The first two parts are fairly simple as far as the required ratio of street trees and ornamental trees along public rights-of-way. Whenever you see a plan come before you, there are certain requirements that have to be met in the buffer between the right-of-way line and to where the building is, or if there is parking adjacent to it, within that parking. It basically requires 40 feet between a building and right-of-way or 25 feet between parking lot and right-of-way. Currently, we have a ratio of one tree per 35 feet to be planted along the public rights-of-way. At one point, it was 40 feet, and before that, it was 50 feet. We changed it to 35 feet. We’re actually proposing that we adjust it back to 40 feet. We are looking at large street trees, so we want to provide enough room for them to grow and create an adjusted look. Additionally, the city code was changed to 40 feet for large street trees. We are trying to bring the LDO into agreement. The other ratio that is changed is that of ornamental trees, which are currently required to be planted at a rate of one per 12 lineal feet. Additionally, shrubs are to be planted at a ratio of one per five lineal feet. This has gotten tight for developments, especially if parking is adjacent to the right-of-way. We are proposing to scale back the ornamental trees from one per twelve to one per twenty. This will allow more spacing between the trees so they can mature and not obscure the buildings. The third component of this amendment addresses replacement of trees. Currently, the LDO requires any tree larger than 12 inches in caliper must be replaced on a 1:1 per caliper inch basis. It can be several trees that have caliper sizes that add up to that 12’ requirement. We have run into situations with significant requirements for the landscaping itself. Whenever we run into a property that has a decent number of existing trees, especially if they have trees with large calipers, replacing them on a 1:1 per caliper inch basis, it is almost impossible to fit the landscaping on the site in a healthy way. This amendment proposes a threshold of 132 caliper inches of trees that are larger than 12’ caliper, they may replace those trees at half the rate they would be replaced otherwise. Staff recommends approval of this amendment. I would be happy to answer any questions.

Chairman Elkins: Questions for Mr. Klein?

Comm. McGurren: How long have the existing requirements been at those footages?
Memo

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

Date of Meeting: July 15, 2019
Date of Memo: June 26, 2019
Re: The Planning Commission recommends approval unanimously (7-0) Case 48-19, amending Sections 16-4-7.3 and 16-4-7.5 of the Leawood Development Ordinance respectively entitled “Landscaping Requirements – Other Districts” and “Landscape Plan Requirements”.

The proposed Leawood Development Ordinance amendment proposes to modify Section 16-4-7, Landscaping and Screening Requirements, to make modifications to the rates at which street trees and ornamental trees are required along public right-of-way, and to provide flexibility regarding the replacement of existing trees that are over 12" caliper that are removed for development. The attached amendment proposes the following changes:

- **Rate At Which Street Trees Are Planted:** Changes the required spacing of street trees for new development from one tree per 35' of frontage to one tree per 40' feet of frontage. This change will more closely match the street tree ordinance within the Leawood City Code.

- **Rate At Which Ornamental Trees Are Required:** Changes the required rate at which ornamental trees are required to be planted from one tree for every 12' of frontage to one tree for every 20' of frontage, within the setback buffer area along a public street. The current requirement of one ornamental tree being planted for every 12' of frontage is often difficult to achieve due to the limited area within the setback buffer area in which the trees are required to be planted. Currently along the frontage of all new development street trees are required to be planted at a rate of one tree per 35', ornamental trees are required to be planted at a rate of one tree per 12' and shrubs are required to be planted at a rate of one shrub per 5'. In addition, where parking is adjacent to public right-of-way, berms 3' in height and 10' in width must also be provided within this area. In addition to these landscaping requirements for perimeter landscaping along public right-of-way, there are additional landscape requirements for the interior of the site. Reducing the required number of ornamental trees will provide more space to plant the required landscaping along with providing more space for the landscaping being planted to grow.

- **Replacement of Existing Trees Larger Than 12" Caliper:** Modify the Leawood Development Ordinance requirements for replacing existing trees that are larger than 12" caliper. With the exception of one and two family dwellings, the Leawood Development Ordinance currently requires that a development replace all trees...
that are larger than 12" caliper in size on a 1:1 caliper inch basis (i.e. for a 24" caliper tree that is removed, the developer will have to plant trees that make up 24 caliper inches, which could be achieved by planting eight 3" caliper trees, or six 4" caliper trees, etc.).

There are some undeveloped sites that have a significantly larger number of trees than others, on which it is difficult to accommodate the landscape requirements for new development and replace the existing trees larger than 12" in diameter on a 1:1 inch basis. This proposed amendment proposes to offer some flexibility for developments that meet a certain threshold of trees larger than 12" on site. The threshold proposed is 132 caliper inches/acre. Any development with less than 132 caliper inches/acre of existing trees larger than 12" will continue to be required to replace all trees larger than 12" caliper on a 1:1 inch caliper basis. For those developments that meet or exceed this threshold there will be an alternative solution:

Replacement On-Site At 50% of the Qualifying Caliper Inches: For developments with 132 caliper inches/acre of existing trees larger than 12", replace all trees that are removed that are larger than 12" caliper at 50% (for trees removed that are larger than 12", replace half of the total inches removed). All trees must be accommodated on site in addition to all other required new landscaping.

Changes Made By Planning Commission:
• None
ORDINANCE NO. 

ORDINANCE AMENDING SECTIONS 16-4-7.3 AND 16-4-7.5, OF THE LEAWOOD DEVELOPMENT ORDINANCE [LDO] RESPECTIVELY ENTITLED "LANDSCAPING REQUIREMENTS – OTHER DISTRICTS" AND "LANDSCAPE PLAN REQUIREMENTS" AND REPEALING EXISTING SECTIONS 16-4-7.3 AND 16-4-7.5 AND OTHER SECTIONS IN CONFLICT HEREWITH.

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

SECTION ONE: Section 16-4-7.3 of the Leawood Development Ordinance is hereby amended to read as follows:

16-4-7.3 Landscaping Requirements – Other Districts

A) General. Plantings, trees and shrubs shall be provided in landscaped open space areas in accordance with the requirements of the City and City Staff. The following represent the minimum requirements of such plantings, trees and shrubs. The minimum planting requirements shall be as follows. The Director of Community Development may allow the substitution of the size of trees and shrubs allowed by this section in Final Plans approved prior to August 1, 2017, which Final Plan’s approved landscaping is not yet planted.

1) Medium and large deciduous shade trees shall be 2 1/2 inch caliper as measured 6 inches above ground.

2) Small deciduous and ornamental trees shall be a minimum of 1 1/2 inch caliper as measured 6 inches above ground.

3) Conifers and evergreen trees shall be a minimum of 6 feet in height.

4) Interior parking lot shrubs shall be a minimum height of 24 inches at the time of planting. Ground cover plants, whether in the form of crowns, plugs or containers, shall be planted in a number as appropriate by species to provide full surface coverage after 2 growing seasons.

5) Sodding for turf and seeding for native grass shall be as approved by the Governing Body after recommendation of the Planning Commission to provide soil stabilization and complete coverage within the first growing season.

6) Landscaped open space shall consist of a minimum of 60% living materials, the remaining areas may consist of non-living materials such as bark, wood chips, decorative rock or stone or other similar materials.

7) All landscaped areas shall be irrigated.

8) Existing trees saved on the site during construction may be credited towards the minimum number of trees required (except for street trees) provided that such trees are minimum 2 1/2 inch caliper as measured 6 inches above ground for a medium and large deciduous species or 6 feet in height for evergreen species. All existing plant material saved shall be healthy and free from mechanical injury.
9) The following maximum grades shall be permitted:
   a. Sodded grass berms shall be a maximum of 3 feet horizontal for each 1 foot vertical rise; and
   b. Planted berms that include ground cover shall be a maximum of 2 feet horizontal for each 1 foot vertical.

B) Perimeter Landscaping Adjacent to Public Rights-of-Way: The following requirements shall apply to all perimeter landscaped areas including parking setbacks, right-of-way buffers and transitional buffers.

1) One (1) tree shall be provided for each 35-40 feet of street frontage within the landscaped setback abutting said street frontage.

2) In addition to the street trees, one ornamental tree per 42-20 lineal feet and one shrub per 5 lineal feet or portion thereof, shall be planted within the setback. Additional trees may be clustered or arranged within the setback if approved as part of the landscape plan. For the purpose of this Ordinance a medium or large tree may be credited as 2 ornamental trees.

3) The perimeter area of all on-site, open parking areas shall be screened from the view of adjacent properties and streets at the time of planting to a minimum height of 3 feet by the use of a combination of berms and/or walls accented with plant material. The width of such screens shall not be less than 10 feet at any location on the parking lot perimeter.

4) Structures such as decorative walls or fences may be approved if they are consistent with the building architecture proposed for the site, complement the use of berms and plantings, and if the structure avoids a blank and monotonous appearance by such means as architectural articulation and/or the planting of vines, shrubs or trees.

5) All (100%) of the affected street frontage or property boundary, excluding intersecting driveways, must have the required screening.

C) Perimeter Landscaping Not Adjacent to a Public Right-of-Way: A landscaped setback/buffer area is required along all property lines on the periphery of the area covered by the plan, other than street frontages.
1) The following requirements shall apply for those setback/buffer areas where a commercial use adjoins an area that is either zoned or designated by the Comprehensive Plan as something other than residential:
   a. Notwithstanding any other provisions relating to yard requirements, such landscaped setback/buffer areas shall be a least 10 feet in width.
   b. Shrubs, 24 inches at planting, shall be placed appropriately to provide a solid hedge within 3 years.
   c. Additional shrubs may be clustered or arranged within the setback if approved as part of the landscape plan.

2) The following requirements shall apply for those setback/buffer areas where a commercial use adjoins an area that is either zoned or designated by the Comprehensive Plan as residential:
   a. Notwithstanding any other provisions relating to yard requirements, such landscaped setback/buffer areas shall be a least 10 feet in width.
   b. All commercial and industrial uses that abut a residential or office district shall provide screening not less than 6 feet in height along the abutting property line(s).

   Screening required by this section shall be equivalent to the following:
   i. Solid fences or walls as approved by the Governing Body after recommendation of the Planning Commission on the final development plan.
   ii. Within such landscaped setback/buffer area, one tree shall be provided for every 20 lineal feet along the property line, and one shrub shall be provided for every 6 feet along the property line. Such trees may be clustered or arranged within the setback.
   iii. Shrubs, 24 inches at planting, shall be placed appropriately to provide a solid hedge within 3 years.
   iv. Berms of not less than 3 feet in height that provide a maximum slope of 3:1 may be used in conjunction with plantings to achieve the solid visual screen as described in (c) above.
D) **Interior Landscaping:** The following requirements shall apply to interior portions of the site, those areas that are not part of any setback or buffer areas such as parking setbacks or transitional buffers.

1) The percentage of interior portions of the site that are to be landscaped are listed in the table below. The percentage shown may be accomplished through planting islands, buffering adjacent to building, and/or an addition to the setback.

<table>
<thead>
<tr>
<th>Total area of the site</th>
<th>7,000 sq.ft. - 49,000 sq.ft.</th>
<th>50,000 sq.ft. - 149,000 sq.ft.</th>
<th>150,000 sq.ft. - over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of interior site to be landscaped</td>
<td>5%</td>
<td>8%</td>
<td>10%</td>
</tr>
</tbody>
</table>

2) Buffering adjacent to buildings is required to be a minimum of 10 feet deep.

3) Parking lot landscaping shall be reasonably dispersed throughout off-street parking areas.

4) The interior dimensions of any planting area used to satisfy interior landscaping standards shall be sufficient to protect plant materials and to ensure proper growth. Planting areas that contain trees shall be at least 60 sq.ft. in area and 8 feet in width, and all planting areas shall be protected by raised curbs or wheel stops to prevent damage by vehicle.

5) The primary landscaping materials used in parking lots shall be trees, which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting materials may be used to complement the tree landscaping, but shall not be the sole means of landscaping. Effective use of earth berms and existing topography is required as a component of the landscape plan.

6) A minimum of one 2 1/2-inch caliper tree shall be planted for every ten (10) parking spaces constructed.

7) Additional trees shall be required at a ratio of one tree for every 3,000 sq.ft. of landscaped open space.
Tree Replacement. Trees shall be measured in accordance with 16-4-7.5. All trees larger than 12 inch caliper to be removed from the site shall be replaced on a 1:1 caliper inch ratio. 

Exception: When the amount of qualifying caliper inches to be replaced is greater than 132" per acre of the development, and an arborist employed by the City determines that sufficient space on-site is not available for the replanting of the required number of trees, then the Governing Body may approve replacement of trees larger than 12 inch caliper by replacing 50% of the those qualifying caliper inches.

(Ord. 2003, 07-07-03)

SECTION TWO: Section 16-4-7.5 of the Leawood Development Ordinance is hereby amended to read as follows:

16-4-7.5 Landscape Plan Requirements

All landscaping plans shall be prepared and sealed by a Kansas registered landscape architect and shall include the following information:

A) North point and scale.
B) Topographic information and final grading adequate to identify and properly specify planting for areas needing slope protection.
C) The location and size of all structures and parking areas.
D) The location, size and type of all above-ground and underground utilities and structures with proper notation, where appropriate, as to any safety hazards to avoid during installation of landscaping.
E) The location, size, type, spacing and quantity of all proposed landscaping materials, along with common and botanical names of all plant species. The size, grading and condition shall be specified according to American Association of Nurserymen standards. Site calculations used in computing quantities to meet these requirements shall also be submitted.
F) The location, size and common name of all existing plant materials to be retained on the site.
G) Mature sizes of plant materials shall be drawn to scale and called out on the plan by a common name or appropriate key.
H) The location of all trees, 6 inch caliper or larger, measured at 6 inches 4 1/2" above ground level, that are proposed for removal with specific identification of each tree larger than 12 inch caliper to be removed. Multi-stemmed trees shall be calculated by measuring each stem of the tree 4 1/2" above ground level and combining the caliper of all stems. All calipers shall be measured with a caliper tape. All trees larger than 12 inch caliper shall be replaced on a 1:1 caliper inch ratio, or replaced with a suitable substitute approved by the Director of Community Development.
I) All screening required by this section.
SECTION THREE: This ordinance shall be construed as follows:

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

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

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

SECTION FOUR: That existing LDO Sections 16-4-7.3 and 16-4-7.5 and other provisions in conflict herewith are hereby repealed.

SECTION FIVE: This ordinance shall take effect and be in force from and after publication in accordance with law.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
City of Leawood
Planning Commission Meeting
June 25, 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, Hunter, Belzer, Hoyt, Elkins, Coleman, Block, and Peterson. Absent: Stevens.

APPROVAL OF THE AGENDA
Chairman Elkins: Does staff have any changes to the agenda?

Mr. Klein: No.

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

APPROVAL OF MINUTES: Approval of the minutes from the May 28, 2019 Planning Commission meeting.

Chairman Elkins: Thanks to Commissioner Hoyt for serving as Pro-Tem. I’m sure she enjoyed the experience. Are there any amendments to the draft?

Comm. Coleman: On pages 3, 5, and 6, Ms. Bennett was not the attorney that night; it was Ms. Knight.

Chairman Elkins: If there are no other amendments, I would accept a motion for approval.

A motion to approve the minutes from the May 28, 2019 Planning Commission meeting was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CONTINUED TO THE JULY 23, 2019 PLANNING COMMISSION MEETING:
CASE 16-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-9, FENCES AND WALLS – Request for approval of an amendment to
seconded by McGurren. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CASE 48-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-7, LANDSCAPING AND SCREENING REQUIREMENTS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to required tree replacement and the spacing of street and ornamental trees. PUBLIC HEARING

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

Mr. Klein: This is Case 48-19 – Leawood Development Ordinance Amendment to Section 16-4-7, Landscaping and Screening Requirements. It contains three parts. The first two parts are fairly simple as far as the required ratio of street trees and ornamental trees along public rights-of-way. Whenever you see a plan come before you, there are certain requirements that have to be met in the buffer between the right-of-way line and to where the building is, or if there is parking adjacent to it, within that parking. It basically requires 40 feet between a building and right-of-way or 25 feet between parking lot and right-of-way. Currently, we have a ratio of one tree per 35 feet to be planted along the public rights-of-way. At one point, it was 40 feet, and before that, it was 50 feet. We changed it to 35 feet. We’re actually proposing that we adjust it back to 40 feet. We are looking at large street trees, so we want to provide enough room for them to grow and create an adjusted look. Additionally, the city code was changed to 40 feet for large street trees. We are trying to bring the LDO into agreement. The other ratio that is changed is that of ornamental trees, which are currently required to be planted at a rate of one per 12 lineal feet. Additionally, shrubs are to be planted at a ratio of one per five lineal feet. This has gotten tight for developments, especially if parking is adjacent to the right-of-way. We are proposing to scale back the ornamental trees from one per twelve to one per twenty. This will allow more spacing between the trees so they can mature and not obscure the buildings. The third component of this amendment addresses replacement of trees. Currently, the LDO requires any tree larger than 12 inches in caliper must be replaced on a 1:1 per caliper inch basis. It can be several trees that have caliper sizes that add up to that 12’ requirement. We have run into situations with significant requirements for the landscaping itself. Whenever we run into a property that has a decent number of existing trees, especially if they have trees with large calipers, replacing them on a 1:1 per caliper inch basis, it is almost impossible to fit the landscaping on the site in a healthy way. This amendment proposes a threshold of 132 caliper inches of trees that are larger than 12’ caliper, they may replace those trees at half the rate they would be replaced otherwise. Staff recommends approval of this amendment. I would be happy to answer any questions.

Chairman Elkins: Questions for Mr. Klein?

Comm. McGurren: How long have the existing requirements been at those footages?
Mr. Klein: I think they were in existence since the start of this ordinance since the end of 2002. We typically don't see many lots that have a large number of trees; however, if there is one, it can actually add up to a lot of replacement caliper inches. We have many lots to be developed that have a lot of trees.

Comm. Block: Is there somewhere within the LDO that has a listing of what a street tree is versus an ornamental tree?

Mr. Klein: Article 4 talks about street trees. I don't believe we have a definition in Article 9.

Comm. Block: Should we have one?

Mr. Klein: Street tree is actually a shade tree.

Comm. Block: Should that be included in this somehow? Is there a common definition of a shade tree so someone would know?

Mr. Klein: Let me check to make sure. I don't see it in Article 9 right now. We can come back with that and tighten it up.

Chairman Elkins: Other questions? I think I see why and what we've done. The subparagraphs elsewhere in the LDO have a Section E and numbered subsections under this. In this one, we have Section E with subsections designated by capital letters. That is a little confusing. I think I know why they did it that way, but I'm having difficulty reconciling the new section at the beginning of E, especially the accommodation of the provision and the exception, against EH that relates to this whole business of the 12' caliper tree being replaced by a 1:1 ratio with the exception. Would you mind going through that one more time and explaining what the beginning of E does as compared to what EH does?

Mr. Klein: Originally, replacement trees were located under Landscape Plan Requirements (Section H). That was problematic in the fact that it threw in a requirement to replace in a section of the ordinance that was stating what needed to be included on the plan. That was moved out of that section and included as E under Section 16-4-7.3 to address a standalone requirement of tree replacement. This is an actual requirement and not something to do a tree inventory for. We wanted to ensure the plan still had the requirement to show the 12' caliper trees. We also added how they will be measured in Section 16-4-7.5(H). The measurement will be taken from 4 1/2 feet.

Chairman Elkins: Let me see if I'm tracking this correctly. The starting point is that if a tree is larger than 12' caliper and has to be removed, it gets replaced on a 1:1 caliper inch ration except where a city arborist determines that there is not enough space there to support the 1:1 ratio, and then we go to this 50% of the qualifying caliper inches. Is that correct?
Mr. Klein: Yes, and it does have a threshold of 132 caliper inches.

Chairman Elkins: Tell me one more time what H does.

Mr. Klein: H is more related to the plan. When we get applications, we require the landscape plan to be part of that. The whole section lists the components that must be included in the landscape plan. H adds more specificity.

Chairman Elkins: Thank you.

Comm. Hoyt: Back to your question about the difference between a street tree and ornamental tree, it could be that you could easily add one or two sentences under 16-4-7.3(a) – General because the LDO sort of implies what the definition is in subpoints 1 and 2.

Mr. Klein: We also have a list that the Parks Department has put on the city's website that lists trees allowed to be used as street trees.

Chairman Elkins: Other questions? Because this is an amendment to the LDO, a Public Hearing is required.

Public Hearing

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

Chairman Elkins: That takes us to a discussion of the proposed amendment to the LDO. Are there comments? I would entertain a motion.

A motion to recommend approval of CASE 48-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-7, LANDSCAPING AND SCREENING REQUIREMENTS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to required tree replacement and the spacing of street and ornamental trees – was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CASE 61-19 – THREE HALLBROOK PLACE – OFFICE BUILDING – Request for approval of a Final Plan and Final Plat, located south of College Boulevard and west of State Line Road.

Staff Presentation:
City Planner Ricky Sanchez made the following presentation:
City of Leawood Governing Body Staff Report

MEETING DATE: July 15, 2019
REPORT WRITTEN: June 27, 2019

THREE HALLBROOK PLACE – OFFICE BUILDING – REQUEST FOR APPROVAL OF A FINAL PLAN AND FINAL PLAT – Located south of College Boulevard and west of State Line Road – Case 61-19

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (7-0) of Case 61-19 – Three Hallbrook Place, a request for approval of a Final Plan and Final Plat with the following stipulations:
1. The project is limited to a 4-story, 120,527 sq.ft. office building on 8.46 acres for an FAR of 0.23 within the SD-O zoning district of the Hallbrook Office Center development.
2. The applicant/owner shall be responsible for:
   a) A public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq. ft. of finished floor area prior to issuance of a building permit, estimated currently at $18,079.05 ($0.15 x 120,527 sq. ft.). This amount is subject to change by Ordinance.
   b) A Park Impact Fee in the amount of $0.15/sq. ft. of finished floor area prior to issuance of a building permit, estimated currently at $18,079.05 ($0.15 x 120,527 sq. ft.). This amount is subject to change by Ordinance.
   c) A Street Fee of $311 per lineal foot of frontage along College Boulevard and State Line Road, estimated currently at $330,593 ($311 x 1,063 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 Certificate of Occupancy of any building within the project.
4. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Community Development as being in compliance with the Leawood Development Ordinance.
5. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body.
6. 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.
7. Per the Leawood Development Ordinance 16-2-9.1(A) the noise from any generator shall be a maximum of 60 db as measured at the property line.
8. A sign permit shall be required from the Community Development Department prior to installation of any sign.
9. Electrical Charging Stations shall meet all requirements of the Leawood Development Ordinance.
10. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.

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

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

13. Per the Leawood Development Ordinance, the maximum amount of light generated by the site at the property line shall be 0.5 foot-candles.

14. All Parking lot light fixtures shall match those existing within the Hallbrook Office development.

15. All downspouts shall be enclosed.

16. 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.

17. The landscape plan shall meet all requirements of the Leawood Development Ordinance at the time the resolution is published.

18. The applicant shall preserve the existing tree massing within Tract A, removing only underbrush and undesirable trees.

19. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.

20. Per the Leawood Development Ordinance, all medium and large deciduous trees (including street trees), shall be a minimum of 2 1/4" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 1/2" caliper as measured 6" above the ground, conifers and evergreen trees shall be a minimum of 6' in height, and shrubs shall be a minimum of 24" in height at the time of planting.

21. 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.

22. 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.

23. A letter, signed and sealed by a Kansas Registered Landscape Architect, shall be submitted prior to Final Certificate of 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.

24. All parking visible from a public right of way must be screened either by a berm or wall per the Leawood Development Ordinance 16-4-7.3 (B)(3).

25. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo (Exhibit A) on file with the City of Leawood Planning and Development Department, prior to recording the plat.

26. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo (Exhibit B) on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
27. 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.

28. 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.

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

30. Per the Leawood Development Ordinance, where pedestrian routes intersect vehicular access routes, the material of the pedestrian route shall be enhanced and differentiated from the vehicular paving.

31. A cross access/parking easement for the Hallbrook Office development shall be recorded on the plat with the Johnson County Registrar of Deeds prior to issuance of a building permit.

32. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.

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

34. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.

35. 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-five.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

• None

APPLICANT:

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

REQUEST:

• The applicant is requesting approval of a Final Plan and Final Plat located at the southwest corner of College Boulevard and State Line Road. Three Hallbrook Place will consist of a 4-story, 120,527 sq. ft. office building.
• The portion of the Hallbrook Office Center zoned SD-O, Planned Office, will contain a total of two buildings, including the office building submitted with this application, totaling 235,285 sq. ft. of construction on 23.2 acres for an FAR of 0.23.

ZONING:

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

COMPREHENSIVE PLAN:

• The Comprehensive Plan designates this property as Mixed Use.
SURROUNDING ZONING:

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

LOCATION:

![Location Image](image)

SITE PLAN COMMENTS:

- Three Hallbrook Place office development will consist of a one 4-story office building that will have 120,527 square feet.
- The building is located at the southwest corner of College Blvd. and State Line Road.
- The proposed building is oriented to the west, towards a large parking lot. The parking lot also has 20 parking spaces facing College Blvd. A smaller extension of the parking lot is located on the south side of the building.
- The site slopes from the northeast to the southwest. There are significant elevation changes at the northeast corner of the site, near the intersection of College Boulevard and State Line Road and near the detention basin in Tract A at the southwest corner of the site.
- The site will utilize Tract A (which was platted with Two Hallbrook Place directly to the south) for Best Management Practices (BMP's) for the proposed office building and for the existing Two Hallbrook Place office building.
• The applicant is proposing a series of retaining walls on the site:
  • Along the northeast corner of the site, a retaining wall has a maximum height of 2.5' tall.
  • A retaining wall along the north side of the sidewalk connecting the building to College Boulevard, has a maximum height of 2.5' tall.
  • A retaining wall along the south property line, has a maximum height of 2.5' tall.
  • A walkway is proposed from Overbrook Road to the front façade of the office building. An additional walkway is proposed just south of the Overbrook Road connection, from a parking island to the main entrance into the building. Two additional pedestrian walkways are proposed to the south and north of the building, providing connections to State Line Road and College Boulevard.
  • Two electrical charging stations are proposed along the southwest corner of the proposed building with the ability to provide charging services to up to four vehicles at a single time.
  • Two plaza areas (3,917 sq. ft. total) are proposed with the project. One is located around the centrally located main entrance of the building. A second is located at the northwest corner of the building, at the terminus of the pedestrian connection to Overbrook. Plaza areas will include seating amenities, landscaping and lighting per the Leawood Development Ordinance.
  • Bicycle parking is proposed on the southwest corner of the building to accommodate 4 bicycles.

**BULK REGULATIONS:**

<table>
<thead>
<tr>
<th>Criteria</th>
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<th>Provided</th>
<th>Conformance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback (Building)</td>
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<td>430'</td>
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<tr>
<td></td>
<td>(40' + 10' per story over 2 stories)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Setback (Parking)</td>
<td>25'</td>
<td>25'</td>
<td>Complies</td>
</tr>
<tr>
<td>Side Setback (Building)</td>
<td>40'</td>
<td>60'</td>
<td>Complies</td>
</tr>
<tr>
<td>Side Setback (Parking)</td>
<td>25'</td>
<td>25'</td>
<td>Complies</td>
</tr>
<tr>
<td>Interior Property Line Setback</td>
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<tr>
<td>(Building)</td>
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<tr>
<td>Interior Property Line Setback</td>
<td>10'</td>
<td>30'</td>
<td>Complies</td>
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<tr>
<td>(Parking)</td>
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<td></td>
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<tr>
<td>Rear Setback (Building)</td>
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<td>Complies</td>
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<td>Rear Setback (Parking)</td>
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<td>Open Space</td>
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<tr>
<td>Interior Open Space</td>
<td>10% (36,856 sq. ft.)</td>
<td>25% (91,266 sq. ft.)</td>
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<td>Floor Area Ratio</td>
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</tr>
<tr>
<td>Height Limit</td>
<td>6 stories (Maximum 90')</td>
<td>4 stories (59'6&quot;)</td>
<td>Complies</td>
</tr>
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</table>

*The FAR is calculated using the area zoned SD-O (Planned Office) area of the Hallbrook Office Center and the proposed building square footage.

**PARKING:**
• Per the Leawood Development Ordinance, areas zoned SD-O have parking requirements of 3.0 to 4.0 parking spaces per 1,000 sq. ft., totaling 362-483 parking spaces for the project. The development is proposing 467 individual parking stalls, meeting the requirement of the Leawood Development Ordinance.

**ELEVATIONS:**
• The office building is proposed to be located on the north-east corner of the property and will be 4-stories (59'-6") in height with a flat roof. Per the Leawood Development Ordinance, parapet walls and utility screens are not included in the height of the building.
- The main building entrance will face the west and will be accessible by the parking lot and sidewalk adjacent to the front of the building.
- The office building is constructed primarily of glass with an aluminum storefront system.
- Masonry brick veneer accents the façade in vertical sections of the building and between windows on the first floor.
- Panels of High Pressure Laminate, colored aluminum grey, run horizontally in between the first and second floors, as well as along the parapet and larger vertical areas of the façade of the building.
- The trash enclosure is located along the south side of the proposed building and will be architecturally attached to the façade, along with a proposed emergency generator. The enclosure will be constructed of the same masonry brick veneer that is proposed for the exterior of the building with a metal painted gate made to match the doors on the exterior of the building.
- Rooftop utilities will be screened by a metal screen wall painted “Shasta White,” manufactured by Berridge, at a height of 12’.

**SIGNAGE:**
- Signage is reviewed administratively. No signage is proposed with this application.
- A general monument sign design has been submitted with this application. The monument sign matches the requirements of the Hallbrook Design Criteria and shall be reviewed and approved as a separate sign permit application by the Community Development Department.

**LANDSCAPING:**
- An existing 1,151 caliper inches of trees are currently located within the project area. The applicant has proposed a landscape plan to meet the requirements proposed with Case 48-19, Leawood Development Ordinance amendment to Landscaping and Screening Requirements. The plan exceeds the requirement of 132 caliper inches per acre, allowing for planting at a replacement rate of 1 inch for every 2 inches removed. The applicant has met the requirements for the replacement of trees for which were removed.
- Street trees are planned along State Line Road, College Boulevard, and Overbrook Road, at a rate of 1 tree per every 40’ on center per the Leawood Development Ordinance, to meet the standards proposed with Case 48-19, and Leawood Development Ordinance amendment to landscaping and screening.
- Additional landscaping is proposed along Overbrook Road, College Boulevard, and State Line Road including a mixture of street trees, shade trees, ornamental trees, and shrubs.
- Shade trees are proposed within the parking lot islands to meet the current requirements of the Leawood Development Ordinance.
- The applicant will preserve the existing tree massing in Tract A, removing only underbrush and undesirable trees.
- Per the current requirements of the Leawood Development Ordinance, three foot tall landscaped berms are proposed along the west property line to screen the parking lot from the public right-of-way.

**LIGHTING:**
- Parking lot light fixtures matching those existing within the Hallbrook Office development will be provided within the project area and shall not exceed 18’ in height, including the base.
- Additional ground mounted lighting is proposed on either side of the monument sign, along with additional lighting within the plaza areas and walkways, around the perimeter of the building using bollard lighting and recessed step lighting.
• The lighting proposed with this application meets the requirements of the Leawood Development including a parking lot uniformity ratio of 4.1, a maximum foot-candle of 0.5 foot-candle at the property line and an average of 0.18 foot-candle along pedestrian walkways.

FINAL PLAT:
• A Final Plat for Three Hallbrook Place was submitted for review. The platted “Tract A” on the southwest corner of the proposed project area is not part of this Final Plat, but was platted with Two Hallbrook Place.
• The proposed lot will be 368,568 sq. ft. (8.46 acres).
• The plat includes the following easements:

<table>
<thead>
<tr>
<th>Easement</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>20' Utility Easement</td>
<td>Along State Line Road</td>
</tr>
<tr>
<td>10' Utility Easement</td>
<td>Along Overbrook Road</td>
</tr>
<tr>
<td>Permanent Sidewalk Easement</td>
<td>South side of College Boulevard</td>
</tr>
<tr>
<td>Permanent Drainage Easement</td>
<td>Within the SE corner and NW corner of the site</td>
</tr>
<tr>
<td>Permanent Sanitary Sewer Easement</td>
<td>Within the SW corner of the site</td>
</tr>
<tr>
<td>Permanent Utility Easement</td>
<td>South side of College Boulevard</td>
</tr>
<tr>
<td>36' Sanitary Sewer Easement</td>
<td>Southern portion of the site</td>
</tr>
<tr>
<td>30' Drainage Easement</td>
<td>Southern portion of the site</td>
</tr>
</tbody>
</table>

REQUESTED DEVIATIONS
• No deviations are being requested with this application.

IMPACT FEES:
• PUBLIC ART IMPACT FEE: The applicant/owner shall be responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq. ft. of finished floor area prior to issuance of a building permit, estimated currently at $18,079.05 ($0.15 x 120,527 sq. ft.). This amount is subject to change by Ordinance.
• PARK IMPACT FEE: The applicant shall be responsible for a Park Impact Fee in the amount of $0.15/sq. ft. of finished floor area prior to issuance of a building permit, estimated currently at $18,079.05 ($0.15 x 120,527 sq. ft.). This amount is subject to change by Ordinance.
• STREET FEE: The applicant/owner shall be responsible for a Street Fee of $311 per lineal foot of frontage along College Boulevard and State Line Road, estimated currently at $330,593 ($311 x 1,063 ft.). This amount is subject to change by Ordinance.

STAFF COMMENTS:
• The emergency generator located at the south of the office building must meet all requirements in the Leawood Development Ordinance 16-2-9.1(A) including the maximum noise generated. Per the Leawood Development Ordinance “The noise from any generator shall be a maximum of 60 db as measured at the property line.” (Stipulation 7)
• A general monument sign design has been submitted with this application. The monument sign matches the requirements of the Hallbrook Design Criteria and shall be reviewed and approved as a separate sign permit application to the Community Development Department for final review. (Stipulation 8)
MEMO

DATE:       June 20, 2019

TO:        Richard Coleman, Director of Community Development

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

SUBJECT: Three Hallbrook Place – 4th Plat
Case Number: 61-19

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) Plat
   a) The developer shall provide a twenty (20) foot wide Utility Easement adjacent to the State Line Road Right-of-Way.
   b) The developer shall provide a thirty (30) foot wide Utility Easement centered over the proposed public storm sewer line 7.

2) Traffic Impact Analysis
   a) The developer submitted an updated traffic impact study. Leawood’s consultant reviewed the study and found all comments have been adequately addressed.
   b) Operationally the proposed development is expected to have minimal impact to existing intersection operations as presented in the updated study.

3) Storm Water Study
   a) The developer provided a storm water study showing the use of an existing storm water detention pond south-west of the proposed building in accordance with KC APWA design requirements and the Mid America Regional Council Best Management Practices Manual.
   b) The water quality best management practices include the existing dry detention basin plus catch basin inserts located in the parking lot and conveyed to the extended dry detention basin. The developer will also be treating a portion of storm drainage from State Line Road that flows thru the site to the detention pond.

Sister City to I-Lan, Taiwan, R.O.C. • Sister City to Regional Council Gezer, Israel
c) Prior to the final construction plans the developer shall tie to the property and file with Johnson County an agreement to treat stormwater from State Line Road in accordance with the development plans.

4) The parking lot pavement shall be constructed in accordance to the Leawood Development Ordinance.

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

6) 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).

7) 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.

8) 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.

9) 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 an Access Easement has been granted by the adjacent property owner.

10) The Developer shall repair and restore all damaged areas between the back of curb and the Right-of-Way abutting this lot including any existing damage. This shall include but is not limited to street lighting equipment, traffic signal equipment, sidewalk, storm sewers, grass, etc.

11) The Developer shall provide documentation by a licensed professional engineer certifying on City forms the BMPs have been constructed in accordance with City standards and the approved plans.

12) The developer shall provide as-built storm sewer information in accordance with City 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.

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

14) The Certificate of Occupancy shall not be approved until the above requirements have been met.
If you have any questions, please call me at (913) 339-6700, extension 134.

Copy: Project File
Looks good to me. Thanks, G.

From: Richard Sanchez <richards@leawood.org>
Sent: Tuesday, January 15, 2019 9:40 AM
To: Gene Hunter <geneh@leawood.org>
Subject: Fire Department Comments - Case 03-19 Three Hallbrook Place

Hey Gene,
I am attaching the fire truck circulation to this email for Three Hallbrook Place. This is the office building going in at the south-west corner of College and State Line.
Please let me know if you have any comments.

Thanks,

Leawood
Ricky Sanchez | Planner
913.663.9164
richards.g@leawood.org
RESOLUTION NO.  ________________

RESOLUTION APPROVING A FINAL PLAN AND FINAL PLAT FOR THREE HALLBROOK PLACE – OFFICE BUILDING, LOCATED SOUTH OF COLLEGE BOULEVARD AND WEST OF STATE LINE ROAD (PC CASE 61-19)

WHEREAS, the applicant submitted a request for approval of a Final Plan and Final Plat for an office building;

WHEREAS, such request for approval was presented to the Planning Commission on June 25, 2019;

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

WHEREAS, an arborist employed by the City has determined that sufficient space on the site is not available for the replanting of the required number of trees and the Governing Body hereby approves the replacement of removed trees larger than 12 inch caliper by replacing 50% of those qualifying caliper inches.

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

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

1. The project is limited to a 4-story, 120,527 sq.ft. of office building on 8.46 acres for an FAR of 0.23 within the SD-O zoning district of the Hallbrook Office Center development.

2. The applicant/owner shall be responsible for:
   a) A public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and approved by the Governing Body at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $0.15/sq. ft. of finished floor area prior to issuance of a building permit, estimated currently at $18,079.05 ($0.15 x 120,527 sq. ft.). This amount is subject to change by Ordinance.
   b) A Park Impact Fee in the amount of $0.15/sq. ft. of finished floor area prior to issuance of a building permit, estimated currently at $18,079.05 ($0.15 x 120,527 sq. ft.). This amount is subject to change by Ordinance.
   c) A Street Fee of $311 per lineal foot of frontage along College Boulevard and State Line Road, estimated currently at $330,593 ($311 x 1,063 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 Certificate of Occupancy of any building within the project.
4. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Community Development as being in compliance with the Leawood Development Ordinance.

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

6. 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.

7. Per the Leawood Development Ordinance 16-2-9.1(A) the noise from any generator shall be a maximum of 60 db as measured at the property line.

8. A sign permit shall be required from the Community Development Department prior to installation of any sign.

9. Electrical Charging Stations shall meet all requirements of the Leawood Development Ordinance.

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

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

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

13. Per the Leawood Development Ordinance, the maximum amount of light generated by the site at the property line shall be 0.5 foot-candles.

14. All Parking lot light fixtures shall match those existing within the Hallbrook Office development.

15. All downspouts shall be enclosed.

16. 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.

17. The landscape plan shall meet all requirements of the Leawood Development Ordinance at the time the resolution is published.

18. The applicant shall preserve the existing tree massing within Tract A, removing only underbrush and undesirable trees.

19. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.
20. Per the Le wood Development Ordinance, all medium and large deciduous trees (including street trees), shall be a minimum of 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 minimum of 24" in height at the time of planting.

21. Per the Le wood 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.

22. 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 berm'd 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 Le wood, prior to installation.
   f) All landscaped open space shall consist of a minimum of 60% living materials.

23. A letter, signed and sealed by a Kansas Registered Landscape Architect, shall be submitted prior to Final Certificate of 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.

24. All parking visible from a public right of way must be screened either by a berm or wall per the Le wood Development Ordinance 16-4-7.3 (B)(3).

25. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo (Exhibit A) on file with the City of Le wood Planning and Development Department, prior to recording the plat.

26. The applicant shall obtain all approvals from the City of Le wood Fire Department, per the Fire Marshal's memo (Exhibit B) on file with the City of Le wood Planning and Development Department, prior to issuance of a building permit.

27. 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 Le wood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Le wood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.

28. 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.
29. All sidewalks shall be installed as per street construction standards.
30. Per the Leawood Development Ordinance, where pedestrian routes intersect vehicular access routes, the material of the pedestrian route shall be enhanced and differentiated from the vehicular paving.
31. A cross access/parking easement for the Hallbrook Office development shall be recorded on the plat with the Johnson County Registrar of Deeds prior to issuance of a building permit.
32. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
33. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
34. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
35. 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-five.

SECTION TWO: This resolution shall become effective on July 23, 2019.

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

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

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
FINAL DEVELOPMENT PLANS
FOR
THREE HALLBROOK PLACE
ADDRESS: 10700 STATE LINE ROAD
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

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</table>

PROJECT DESIGN TEAM MEMBERS:

OWNER:
WALLEN G. THOMAS, LLC
3100 W. 107TH ST.
LEAWOOD, KS 66211
PHONE: (913) 705-4700
EMAIL: JThom@wallegenps.com

DEVELOPER:
VANTRUST REAL ESTATE, LLC
10700 STATE LINE ROAD
LEAWOOD, KS 66211
PHONE: (913) 471-2200
EMAIL: info@vantrust.com

CIVIL ENGINEER:
PHILLIPS ENGINEERING, INC.
1777 W. ORCHARD
CLARKSVILLE, IA 52235
PHONE: (319) 224-3340
EMAIL: info@cppe.com
CONTACT: JOHN CLARKE, P.E.
EMAIL: john.clarke@cppe.com

LANDSCAPE ARCHITECTURE:
STEWART HARRISON, LTD.
1700 BOWIE, SUITE 300
KANSAS CITY, KS 66105
PHONE: (913) 721-3103
EMAIL: info@stewartharrison.com

BUILDING ARCHITECTURE:
BURNS & MCDONNELL
1700 WASHINGTON, SUITE 200
KANSAS CITY, KS 66101
PHONE: (913) 721-3103
EMAIL: info@burns-mcdonnell.com

HORSE MAP:
S. 1/4 SEC. 11-71-36-20N
E. 1/4 SEC. 14-71-36-20N
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**STORM DRAINAGE CALCULATION**

**REMARKS**

- Weather conditions
- Drainage capacity
- Water flow rate
- Flood protection
- Debris flow prevention

- **DRAINAGE CHART**
  - THREE HALLMARK PLACE
  - TOLEDO, OHIO

- **CONTACT:**
  - Phone: (419) 533-5000
  - Email: info@hallmarkplace.com

- **SHEET C5.1**
Final Stormwater Treatment Plan

Three Hallbrook Place
Commercial Office Building

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

Prepared by:

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

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

PEI #180761
December 18, 2018
December 18, 2018

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

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

Dear Mr. Ley:

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

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

Detention Requirements
Per the previously approved 2007 Stormwater Study, an existing detention basin and outlet structure was previously constructed directly southwest of the proposed development. The proposed development was included as part of the design of the existing detention basin with an assumed composite curve number of 93.2. The proposed development shall discharge to the existing detention basin and results in a composite CN of 90.0. Therefore, no additional detention shall be provided with this development. See Appendix A of this report for the proposed curve number calculations.

PHLEPS ENGINEERING, INC.
1270 N. Winchester - Olathe, Kansas 66061 - (913) 393-1155 - Fax (913) 393-1166 - www.phelpsengineering.com
YOUR LOGO HERE
Customize the Swerve Rack and brand your bike parking

FINISH OPTIONS
- Galvanized
- Stainless
- PVC Dip
- Powder Coat

MOUNT OPTIONS
- Surface
- In-Ground

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

© 2018 Dero
Product: Dero Swerve Rack
As manufactured by Dero Bike Racks

Capacity: 2 Bikes

Materials: 1.9" OD schedule 40 pipe

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

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

Installation Methods:
In ground mount is embedded into concrete base. Specify In Ground Mount for this option.
Foot Mount has two 2.5"x6"x.25" feet with two anchors per foot. Specify Foot Mount for this option.
Rail Mounted Swerves are bolted to two parallel rails which can be left freestanding or anchored to the ground. Rails are heavy duty 3"x1.4"x3/16" thick galvanized mounting rails. Specify Rail Mount for this option.

Space Use and Setbacks:
Wall Setbacks:
For Swerves set parallel to a wall:
Minimum: 24"
Recommended: 36"

For Swerves set perpendicular to a wall:
Minimum: 28"

Distance Between Racks:
Minimum: 24"
Recommend: 36"

Street Setbacks:
Minimum: 24"
Recommended: 36"

www.deor.com 1.800.337.6729
# DUAL PORT 40A AMP LEVEL 2
COMMERCIAL CHARGING STATION PEDESTAL

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<th>EVP-2002-40-P</th>
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<td>240/208 VAC, 40A Load with 50A Branch Circuit Per Port</td>
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<td>Ground Fault Detection</td>
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<td>Detect Coupler Removal</td>
<td>Per SAE J1772™</td>
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<td>Power Measurement</td>
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<td>Power Report Interval</td>
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<td>Regulatory Compliance</td>
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- DUAL PORT 40A LEVEL 2
- CHARGING PROTOCOL: SAE J1772
- 9.6 KW PER PORT
- NEMA 3R HOUSING
- OCPP COMPLIANT
- 7" COLOR SCREEN
- UL COMPLIANT—ETL CERTIFIED
- OPTIONS
  - CABLE RETRACTOR
  - CREDIT CARD SCANNER
  - 3G/4G GPRS Modem
  - V2G per ISO 15118 (June 2018)

---

2.2 Electric Car Charger

WWW.BTCPPOWER.COM  1719 GRAND AVE, SANTA ANA, CA 92705
2.3 Light Bollard

DESCRIPTION

Eon 303-B1-LEDB2 is a compact, low profile, dimmable, LED bollard that provides downlight only via a fixed head. 303-B1-LEDB2 has a single head on one side of the luminaire. The bollard comes standard with universal input LED drivers (120-277V, 50/60 Hz). Dimming is achieved with a standard ELV, reverse phase dimming driver or an optional 0-10V dimming driver. Eon fixtures may be used indoors or outdoors and carry an IP65 rating. The patented LumaLevel™ leveling system provides quick installation, easy adjustment, secure mounting and protection from vibration.

SPECIFICATION FEATURES

Construction

The head of the 303-B1-LEDB2 is precision machined from corrosion-resistant 6061-T6 aluminum. Body is extruded aluminum and adjustable mounting base is cast from corrosion resistant aluminum alloy. Stainless steel hardware is included. Four (4) 3/8" x 12" galvanized anchor bolts and a galvanized steel anchor bolt template are standard. Specify option -LAB and order the anchor bolt/template kit separately (Catalog: 7831-01PK).

Optical

LightBAR™ and optical assembly are sealed by a clear, impact resistant tempered glass lens. The optical assembly is available in three distributions: T2 (lateral throw), T4 (forward throw) and TSX (Flood). Available in several color temperatures: 2700K, 3000K, 3500K, 4000K and TSAM (Ambient). Both color temperature and distribution must be specified when ordering – see catalog logic for details. An edge-lit option is available.

Electrical

The bollard is standard with an ELV trailing edge phase dimmable driver that accepts a universal input (120-277V, 50/60Hz). The standard driver is ELV trailing edge phase dimmable. An optional 0-10V dimming driver is also available. Both driver options incorporate surge protection. The receptacle option incorporates a specification grade, 120V, 15A tamper proof and weather resistant duplex GFCI. The photocell option comes in either a 120V or 277V. Please see Option section for more detail.

Finish

Luminaire and mounting base, are double protected by a RoHS compliant chemical film undercoating and polyester powdercoat paint finish. The mounting base is painted black. The luminaire housing and head are available in a variety of standard colors. RAL and custom color matches are available upon request. As an option, the Eon bollards are also available in colors to match other outdoor Eaton product lines, such as Invis. See the Finish section in the ordering detail for more detail. The LightBAR™ cover plates are standard white.

Warranty

Lumiere warrants the EON series of fixtures against defects in material and workmanship for five (5) years. Auxiliary equipment such as LED drivers carry the original manufacturer's warranty.

APPLICATIONS:

BOLLARD

CERTIFICATION DATA

UL and cUL Listed
LM79 / LM80 Compliant
RoHS Compliant
IP66 Ingress Protection Rated

TECHNICAL DATA

50°C Maximum Temperature Rating
External Supply Wiring 90°C Minimum

ORDERING INFORMATION

Sample Number: 303-B1-LEDB2-2700-120-T2-DIM12-BK-42-EDGE-PC1-RFL-LAB

<table>
<thead>
<tr>
<th>Series #</th>
<th>Color/Temperature</th>
<th>Input Voltage</th>
<th>Options</th>
<th>Dimming</th>
<th>Finish</th>
<th>Height</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>303-B1-LEDB2</td>
<td>2700-2700K</td>
<td>UNV=120-277V</td>
<td>T2 = Type II, Lateral Throw</td>
<td>Painted</td>
<td>CS-City Silver</td>
<td>24-24</td>
<td>EDGE-Edge II glass lens</td>
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<td>3000-3000K</td>
<td>120-120V</td>
<td>T4 = Type IV, Forward Throw</td>
<td>BK-Black</td>
<td>24-26</td>
<td>PC4=Photocontrol 120V</td>
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<td></td>
<td>3500-3500K</td>
<td>277-277V</td>
<td>TSX=Type V, Extra Wide Flood</td>
<td>BZ-Bronze</td>
<td>40-42</td>
<td>PC6=Photocontrol 277V</td>
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<tr>
<td></td>
<td>4000-4000K</td>
<td>DIMELV=Trailing Edge</td>
<td></td>
<td>FL=Flame Resistant</td>
<td>RBU=Receptacle - in Use</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>TSAM=Turquoise Amber</td>
<td>Phase Dimming Driver</td>
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<td>AP=Polyester</td>
<td>(120V Only)*</td>
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<td></td>
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<tr>
<td></td>
<td>(898-699K)</td>
<td>DIMELV=0-10V Dimming</td>
<td></td>
<td>DP=Dark Platinum</td>
<td>RFL=Receptacle - Flip Lid</td>
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<tr>
<td></td>
<td></td>
<td>Driver</td>
<td></td>
<td>GM=Graphite Metallic</td>
<td>(120V Only)*</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CS-City Silver</td>
<td>LAB=Less Anchor Bolts &amp; Template</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES: 1. Universal Voltage (UNV) is standard unless specifying Photocontrol or Receptacle (RBU or RFL - 125V) options. 2. Specify for PC2 option only. 3. Custom and RAL color matching available upon request. Consult factory for further information. 4. Bollard heights are nominal (shown in inches). 5. Add suffix in the order shown. 6. Must specify voltage when ordering. 7. When specifying LAB option the anchor bolts and template must be ordered separately 7831-01PK. 8. DesignLights Consortium™ Qualified and classified for DLC Standard. Refer to www.eonlighting.com for details on exact qualified EON 303-B1-LEDB2 product as not all configurations are DLC classified.

ADL12470
March 16, 2016
Linealuce is a linear product that brings architectural details to life by combining simplicity, discretion and lighting performance, installed either in wall, ceiling or ground, in both indoor and outdoor surroundings. It is ideal for lighting walkways and narrow spaces. Designed by Jean Michel Wilmotte.

| Luminaire characteristics:          | Power input: 8.5W/ft  
|                                   | Lumens: 300lm/ft (for 3200CRI, 80CRI)  
|                                   | Luminaire efficacy: Up to 50lm/W  
| Source:                           | White LED (LM-80 tested)  
|                                   | 3200K : 80CRI  
|                                   | 4200K : 75CRI  
| Lumen maintenance:                | 70% of initial lumens at 50 000 hours  
|                                   | (L70) (LM-79 tested).  
| Optics:                           | Wall Grazing, Elliptical or Wide Flood.  
| Material:                         | Body: Extruded aluminum  
|                                   | End caps: Die-cast aluminum  
|                                   | Diffuser: 4mm thick transparent glass fixed with silicone. Luminaires with Wide Flood optic are supplied with frosted non skid glass  
|                                   | Hardware: Stainless steel  
| Mounting:                         | Surface mounted, Supplied with 3' (914mm) long cable. Install in concrete using accessory. 6" gravel below the luminaire is required for proper drainage.  
| Electrical:                       | Universal high efficiency electronic driver, rated at 50 000 hours, 120 or 277V.  
| Contact temperature:              | The maximum glass temperature is 104°F (40°C).  
| Dimming:                          | Optional power supply available with 0-10V dimming.  
| Finish:                           | Gray painted (RAL9007) with a high level of weather and UV resistance. The semi-gloss finish coating is electrostatically applied, durable acrylic enamel baked at high temperatures for superior color retentive finish.  
| Weight:                           | 3.3lbs/ft. (1.51kg/ft.)  
| Max. load capacity:               | 2200lbs (1000kg)  
| Warranty:                         | 5 year limited warranty.  
| Ratings:                          | IP67, IK10  
| Certification:                    | cULus listed for Wet location  

Due to continuous improvements, the information herein may be changed without notice.
2.5 Recessed step light

Construction
- **Aluminum Casting**
  - Less than 0.1% copper content - Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

- **Pre paint**
  - 8 step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting.

- **Memory Retentive - Silicon Gasket**
  - Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

- **Thermal management**
  - LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermals below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

**BUG Rating**
- B0 - L3 - G1

**Surge Suppression**
- Standard 10kv surge suppressor provided with all fixtures.

**Finishing**
- All Ligman products go through an extensive finishing process that includes letting to improve paint adherence.

- **Paint**
  - UV Stabilized 4.9MIL thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

**Hardware**
- Provided Hardware is Marine grade 316 Stainless steel.

- **Anti Seize Screw Holes**
  - Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

- **High Impact Acrylic Lens**
  - Manufactured with Ultra High Impact, Naturally UV Stabilized Injection Molded Acrylic.

- **Optic & LED**
  - Precise optic design provides exceptional light control and precise distribution of light. LED CRI > 80

- **Lumen - Maintenance Life**
  - L80 / L10 at 50,000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

Rectangular time-honoured wall recessed accent range. Efficient, flexible and tough family in the classic brick-light proportions.

A range of vandal resistant rectangular wall recessed luminaires. Suitable for indoor or outdoor applications in residential, shopping and pedestrian areas as a decorative guide light. Available in a variety of frame and LED light source options, including turtle friendly amber LED.

The Legend 1 and 2 is available with powdercoated aluminum or stainless steel frames. This luminaire is provided with a powdercoated high pressure die-cast aluminum back box and can be pre shipped to the jobsite for concrete pour or masonry applications.

As an option, this luminaire can be provided with a special wall clamp bracket that provides a clamping option when installed in drywall or wood panel walls.

Available in amber and white 2700K, 3000K, 3500K and 4000K. Consult factory for additional colors. The Legend 1 and 2 lightstep range can be provided with colored lenses to provide a decorative architectural touch to the building, please see options.

All Ligman fixtures can be manufactured using a special pre-treatment and coating process that ensures the fixture can be installed in natatoriums as well as environments with high concentrations of chlorine or salt and still maintain the 5 year warranty. For this natatorium rated process please specify NAT in options. Fixtures can be installed in natatoriums as well as environments with high concentrations of chlorine or salt and still maintain the 5 year warranty. For this natatorium rated process please specify NAT in options.

**Additional Options (Consult Factory For Pricing)**
- **SMG**
  - Surface Mount Box
- **DWC**
  - Dry Wall Clamp
DESCRIPTION

The cylindrical form of the Vision Flood Small LED luminaire blends effortlessly to architectural and landscape environments. The Vision Flood Small LED luminaire offers optical, energy and maintenance solutions for the full breadth of floodlighting applications.

SPECIFICATION FEATURES

Construction
HOUSING: One-piece, die-cast aluminum housing maintains a nominal .125" thickness to endure the toughest environments while maintaining precise tolerance control. DOOR: Die-cast aluminum door maintains a nominal .125" thickness and features concealed hinges to the housing. Door is secured with four tamper-resistant recessed stainless steel oven head fasteners. Door frame features an integral accessory channel for the mounting of optional light control accessories. Doorframe seals to housing with a continuous extruded silicone gasket. Lens is impact-resistant .180" thick tempered clear flat glass, sealed to the door with a one-piece silicone gasket. IP66 rated.

Optics
DISTRIBUTION: State-of-the-art optical designs offer the choice of high efficiency floodlighting optical distributions including symmetric round, symmetric rectangular, asymmetric rectangular and tight spot beam patterns. Optic module is injection molded thermo plastic with highly reflective, metalized specular finish. LEDs: High output LEDs, 60,000+ hours life at >90% lumen maintenance per IESNA TM-21 Standards, offered standard in 4000K (+/- 275K) and nominal 70 CRI.

Electrical
DRIVER: LED drivers feature electronic universal voltage 120-277V (50/60Hz), 347V (60Hz) or 480V (60Hz) > 0.9 power factor, < 20% harmonic distortion. 480V is compatible for use with 480V Wye systems only. Features ambient temperature rating range of +40°C (104°F) down to minimum starting temperature of -40°C (-40°F). Shipped standard with our proprietary circuit module designed to withstand 10kV of transient line surge. LEDs and drivers mounted to assembly trays and equipped with quick disconnects for ease of maintenance.

Mounting
KNUCKLE: Heavy-duty die-cast aluminum knuckle utilizes a taperlock adjustment mechanism for both solid engagement and infinite aiming adjustment. Knuckle adjustment is made via one captive stainless steel oven head fastener consistent with doorframe fasteners. Tested to sustain 2G of vibration without losing aiming position. VFS knuckle features a 3/4" NPT nipple on bottom surface for rigid attachment to available mounting accessories. Optional slipfit mount available for VFS.

Finish
Housing is finished in five-stage, super premium TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult Outdoor Architectural Colors brochure for a complete selection.

Warranty
Five-year warranty.

DIMENSIONS

14 Monument Sign Lighting (2 sides)

CERTIFICATION DATA
40°C Ambient Temperature Rating
UL and cUL Listed
ISO 9001
IP66 Luminaire
LM79 / LM80 Compliant
2G Vibration Tested

ENERGY DATA
Electrode LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50/60Hz, 347V/60Hz, 480V/60Hz
-40°C Minimum Temperature

EPA
Effective Projected Area (Sq. Ft.): 1.19

SHIPPING DATA
Approximate Net Weight: 18 lbs. (8 kgs.)
### Area Light Pole

**Maximum Effective Projected Area** - .84 ft²
**Maximum Weight** - 42 lbs.

*Quick Lock Stem Mount* (4) Shown

- **Stainless Steel** Tool-less Latch
- **Cast Aluminum Housing**
- **Spun Aluminum Cover**

Optional NEMA Twist-Off Photocontrol Receptacle

---

**EXAMPLE:** GSLF2 P30 40K AS 4 B L3

<table>
<thead>
<tr>
<th>COVER TYPE</th>
<th>GSLF2 = HALLBROOK</th>
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<tbody>
<tr>
<td>COLOR TEMP.</td>
<td>AM = TRUE AMBER¹</td>
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<tr>
<td></td>
<td>30K = 3000K</td>
</tr>
<tr>
<td></td>
<td>40K = 4000K</td>
</tr>
<tr>
<td></td>
<td>50K = 5000K</td>
</tr>
</tbody>
</table>

**VOLTAGE**

- AS = AUTO-SENSING 120-277V
- AH = AUTO-SENSING 347-480V
- N = NOMINAL 120V

**MOUNTING STYLE**

- 1 = ARM
- 2 = PENDANT 1.5 NPT
- 3 = PENDANT 1.25 NPT
- 4 = QUICK LOCK STEM MOUNT²

**OPTIONS**

- **CONTROL OPTIONS**
  - AO² = FIELD ADJUSTABLE OUTPUT
  - B² = B-LEVEL 0-10V DIMMING CONTROL
  - D² = ROAM HARDWARE
  - FPDxx² = FACTORY PROGRAMMED DRIVER (xx = % OF LUMENS OR WATTS)
  - H² = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE ONLY
  - PC1² = DTL LONG LIFE TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING, 120-277V
  - PCS² = DTL TWISTLOCK PHOTOCONTROL, 120-277 VOLT
  - PND² = 0-10V PART-NIGHT DIMMING, INCLUDES BLC2 & 120-277V BUTTON PHOTOCONTROL
  - PSC² = SHORTING CAP
  - P341² = DTL TWISTLOCK PHOTOCONTROL 347V
  - P481² = DTL TWISTLOCK PHOTOCONTROL 480 VOLT
  - P5² = DIMMING PHOTOCONTROL RECEPTACLE - 5 PIN
  - P7² = DIMMING PHOTOCONTROL RECEPTACLE - 7 PIN
  - P3E1² = PREPARED FOR EXTERNAL 3PIN PHOTOCONTROL RECEPTACLE
  - P5E² = PREPARED FOR EXTERNAL 5PIN PHOTOCONTROL RECEPTACLE
  - P7E² = PREPARED FOR EXTERNAL 7PIN PHOTOCONTROL RECEPTACLE

- **PREWIRE LEAD OPTIONS**
  - L03 = 3 FEET OF PREWIRED LEADS
  - L10 = 10 FEET OF PREWIRED LEADS
  - L20 = 20 FEET OF PREWIRED LEADS
  - L25 = 25 FEET OF PREWIRED LEADS
  - L30 = 30 FEET OF PREWIRED LEADS

**ACCESSORIES**

- **SURGE PROTECTION**
  - SPDPLUGIN = REPLACEMENT SURGE PROTECTOR 120-277V
  - SPDPLUGIN-48 = REPLACEMENT SURGE PROTECTOR 347-480V
  - SPDPLUGIN-MOV12 = REPLACEMENT SURGE PROTECTOR, MOV 120-277V
  - SPDPLUGIN-MOV48 = REPLACEMENT SURGE PROTECTOR, MOV 347/480V

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**NOTES ARE LOCATED ON PAGE 3**
Specifications

DESCRIPTION
This contemporary European style lighting post shall be steel construction, with a one piece shaft and full longitudinal weld, a single bishop crook mounting bracket, and a slender sweeping decorative clamshell base.

MATERIALS
The Post shaft shall be 11 GA coll stock, weldable grade hot rolled commercial quality carbon steel, with a minimum yield strength of 55,000 PSI after fabrication. The anchor base shall be structural quality hot rolled carbon steel plate with a minimum yield strength of 36,000 PSI. The base plate telescopes the shaft and is circumferentially welded top and bottom. The anchor bolts are hot dipped galvanized. The bracket arm is 1-1/2" schedule 40 pipe and is threaded 1-1/2 NPT for luminaire mounting. The clamshell base is sand cast of A356 copper free aluminum alloy.

DIMENSIONS
The pole shall be X'-XX" in height with a 10" square base plate. The decorative clamshell base is 22" in diameter and 45" tall. The shaft shall have a top diameter of 3.38" and a uniform taper of 0.14" per foot of length. The bishops crook bracket arm shall rise 43" above the pole top and form a 30" diameter arc from the center of the vertical portion of the arm to the luminaire mount centerline. The luminaire mounting end of the bracket arm shall be 21" above the top of the post.

WIRING ACCESS
The post is provided with a 2.5" by 4.5" rectangular curved hand hole and cover. A 1/2-13UNC bolt and nut are provided for grounding.

FINISH
The post shall have a prime coat of urethane polyester powder and a top coat of aliphatic acrylic polyurethane. Colors available are black (B), bronze (Z), dark green (N), and custom color (A).

INSTALLATION
The post shall be provided with four 3/4" diameter by 17" long L-type anchor bolts to be installed on a 9.0" diameter bolt circle.
**Hallbrook Series**
Single Arm Steel Post, 22" Dia. Base

<table>
<thead>
<tr>
<th>Catalog Number</th>
<th>Post Series</th>
<th>Height</th>
<th>Material</th>
<th>Arm</th>
<th>Finish</th>
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<td>HL8K</td>
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<td>S</td>
<td>1</td>
<td>1</td>
<td>B</td>
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<tr>
<td>HL8K</td>
<td>15</td>
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<td>B</td>
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<tr>
<td>HL8K</td>
<td>18</td>
<td>S</td>
<td>1</td>
<td>1</td>
<td>B</td>
</tr>
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</table>

**Finish**
- B = Brown
- D = Dark blue
- G = Gray
- H = Graphite
- K = Black
- L = Gold
- N = Green
- S = Silver
- W = White
- Z = Bronze

**Accessories**
- GWBA468X Cast aluminum clamshell base (12" pole)
- GWBA512X Cast aluminum clamshell base (15" pole)
- GWBA575X Cast aluminum clamshell base (18" pole)

**ANCHORAGE DETAIL**

- 2 Place Base Cover
- 2.5" x 4.5" H. Hand Hole for Wiring Access
- 3.38" OD

- HLBK12: 12'-0"
- HLBK15: 15'-0"
- HLBK18: 18'-0"

- 1-1/2-11 NPT THREAD FOR LUMINAIRE MOUNTING

- 43" Height

- 45" Diameter

- 3" Diameter

- 6.36" Diameter

- 9" Diameter Bolt Circle

- 4.75" Diameter Opening (Minimum)

- 10" Square

- Hand Hole for Wiring Access

- 3/4" Dia. by 17" Hot Dip Galvanized L Type Anchor Bolts (4 per Post)
HALLBROOK SERIES
Cast Aluminum Decorative Cover
22" Dia. Base

TWO PIECE CAST ALUMINUM BASE COVER
1/4-20 ATTACHMENT SCREWS
OVERALL HEIGHT 45º

22" DIA.

ORDERING INFORMATION

GWBA 575 K

FINISH
B = BLACK
D = DARK BLUE
G = GRAY
H = GRAPHITE
K = BLACK
L = GOLD
N = GREEN
S = SILVER
W = WHITE
Z = BRONZE

SIZE OF OPENING AT TOP OF COVER ASSEMBLY
575 = TOP OPENING OF 5.75" ID
512 = TOP OPENING OF 5.12" ID
468 = TOP OPENING OF 4.68" ID

ARCHITECTURAL OUTDOOR ORDER #: TYPE:

This drawing, when approved, shall become the complete specification for the material to be furnished by Holophane on the order noted above. A unit of similar design may be supplied, but only after approval by the customer in writing. On pole orders an anchor bolt template print will be supplied with each anchor bolt order to match the pole provided.

This print is the property of Holophane and is loaned subject to return upon demand and upon express condition that it will not be used directly or indirectly in any way detrimental to our interests, and only in connection with material furnished by Holophane.

Specifications

General Description
The cover is a two piece cast aluminum unit with a minimum wall thickness of .25 inches. The casting is 45 inches tall by 22 inches in diameter at the base. The inside hole diameter at the top is sized for a pole with a specified outer diameter at 45 inches from the base.

Hardware
The two castings are held together by (6) 1/4-20 stainless steel hex head screws that thread into the castings. A bracket sent with the cover is attached to one of the anchor bolts and attaches to the cover with a 1/4-20 stainless steel hex head screw.

Finish
All exposed cast metal surfaces are finished with a polyester powder paint applied to insure durability and adherence.
**Construction**

**Aluminum Casting**
Less than 0.1% copper content - Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

**Pre paint**
Eight step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting.

**Memory Retentive - Silicon Gasket**
Provided with special injection molded “fit for purpose” long-life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

**Thermal management**
LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermal below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

**BUG Rating**
B0 - U3 - G1

**Surge Suppression**
Standard 10kv surge suppressor provided with all fixtures.

**Finishing**
All Ligman products go through an extensive finishing process that includes etching to improve paint adherence.

**Paint**
UV Stabilized 4.5Ml thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

**Hardware**
Provided Hardware is Marine grade 316 Stainless steel.

**Anti Seize Screw Holes**
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

**High Impact Acrylic Lens**
Manufactured with Ultra High Impact, Naturally UV Stabilized Injection Molded Acrylic.

**Optics & LED**
Precise optic design provides exceptional light control and precise distribution of light. LED CRI > 80

**Lumen - Maintenance Life**
L80/B10 at 50,000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

**Rectangular time-honoured wall recessed accent range. Efficient, flexible and tough family in the classic brick-light proportions.**

A range of vandal resistant rectangular wall recessed luminaires. Suitable for indoor or outdoor applications in residential, shopping and pedestrian areas as a decorative guide light. Available in a variety of frame and LED light source options, including turtle friendly amber LED.

The Legend 1 and 2 is available with powdercoated aluminum or stainless steel frames. This luminaire is provided with a powdercoated high pressure die-cast aluminum back box and can be pre shipped to the jobsite for concrete pour or masonry applications.

As an option, this luminaire can be provided with a special wall clamp bracket that provides a clamping option when installing in drywall or wood panel walls.

Available in amber and white 2700K, 3000K, 3500K and 4000K. Consult factory for additional colors. The Legend steplight range can be provided with colored lenses to provide a decorative architectural touch to the building, please see options.

All Ligman fixtures can be manufactured using a special pre-treatment and coating process that ensures the fixture can be installed in natatoriums as well as environments with high concentrations of chlorine or salt and still maintain the 5 year warranty. For this natatorium rated process please specify NAT in options. fixture can be installed in natatoriums as well as environments with high concentrations of chlorine or salt and still maintain the 5 year warranty. For this natatorium rated process please specify NAT in options.

**Additional Options (Consult Factory For Pricing)**

- SMB 5" Surface Mount Box
- DWC Dry Wall Clamp

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Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements to LED technology data and components may change without notice.
The Berridge FW-1025 and FW-12 Panels can be installed on wall, soffit and liner applications. The prefinished metal wall panels can be used over open framing or with solid sheathing. Additionally, the panel can be ordered smooth, with vee-grooves, striated, vented or with a stucco texture thus allowing for countless design options.

Materials
24 and 22 Gauge Steel
0.032 and 0.040 Aluminum

Specifications
Uses: Wall, Soffit, Ceiling, Fascia, Screen Wall
Coverage: FW-1025: 10 ¼"; FW-12: 12"
Finishes: Smooth, optional stucco emboss
Fasteners: Concealed
Applications: Vertical over open framing or solid sheathing
Pattern: Optional vee-grooves, striations or venting
Optional: Seam lock feature

Installation
- Panel is available from the factory in continuous lengths to a maximum of 40'
- Vented option provides 7.79 square inches of Net Free Vent Area (NFVA) per linear foot (6.65 in²/lf). (BMC does not recommend vented products in applications subject to aggressive atmospheres, marine environments, or high humidity due to the corrosive nature of these environments on raw edges of steel.)
- 22 Gauge material may require 4,500 sq minimum order
- Requires seam-locking feature for Florida Product Approvals or Miami Dade NOA

All information subject to change without notice. See website for details, specifications and Watertightness Warranty requirements.
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Standard Colors

- Shasta White
- Parchment
- Almond
- Sierra Tan
- Buckskin
- Medium Bronze
- Aged Bronze
- Copper Brown
- Dark Bronze
- Terra-Cotta
- Deep Red
- Colonial Red
- Burgundy
- Bristol Blue
- Royal Blue
- Patina Green
- Hemlock Green
- Teal Green
- Forest Green
- Evergreen
- Hartford Green
- Cityscape
- Zinc Grey
- Charcoal Grey
- Matte Black

Premium Colors

Berridge premium colors require a nominal surcharge.

Metallic Colors

Berridge metallic colors are premium finishes which require a nominal surcharge.

Natural Metal Finish

Berridge Acrylic-Coated Galvalume® is a coated sheet product that combines the corrosion resistance of Galvalume® steel sheet with a clear, organic resin applied to the top and bottom sides of Galvalume® substrate.

Please consult the Berridge technical department at Technical@berridge.com for LEED and Energy Star compliance information. Due to limitations in the printing process, please request actual color chips for accurate color viewing.

22 Rooftop Metal Screen Wall
MaxiForce™ Fixed Bollard
Standard Body, Standard Style 2 Head, No Base

- No Maintenance / Durable steel construction
- One year warranty / Protected by $1,000,000 in liability insurance
- No complex assembly required in the field
- Custom sizes, options, colors and finishes available upon request
- Finish options available (add code to the end of the model number)
  - Powder coated (PC)
  - Powder coated with DRYZINC primer (PCZ)
  - Hot dip galvanized (G)
  - Hot dip galvanized & powder coated (GPC)
  - Reflective tape available upon request

Color: to match metal on building
Decorative Concrete (Plaza Areas)

Color: Buckskin integral color with Cobblestone
Gray secondary color-slate
METALLICS

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TO EXPERIENCE THE METALLIC EFFECT WE ADVISE TO ORDER A SAMPLE.

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TO EXPERIENCE THE EFFECT OF THE FOCUS FINISHES, WE ADVISE TO ORDER A SAMPLE.

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TRESPA® METEC® METALLICS PANELS FEATURE A DIRECTIONAL COLOURED SURFACE.

* With Satin reverse.

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TRESPA® METEC® FOCUS PANELS FEATURE A DIRECTIONAL COLOURED SURFACE.

## LUMEN

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TRESPA® METEC® LUMEN DIFFUSE, LUMEN OBLIQUE AND ALL LUMEN WITH METALLIC EFFECT (PRODUCTS WITH LM CODE) FEATURE A DIRECTIONAL COLOURED SURFACE.

* With Satin reverse.

## TYPES

- **SINGLE SIDED DECORATIVE** DECORATIVE SIDE WITH NON DECORATIVE BLACK REVERSE
- **DOUBLE SIDED DECORATIVE** SAME COLOUR FOR FRONT AND REVERSE SIDE OF THE PANEL
- **VARIANTOP DECORATIVE SIDE WITH STANDARD WHITE DECORATIVE SATIN REVERSE** (A03.0.0)
- **DUOCOLOUR** DIFFERENT COLOUR FOR FRONT AND REVERSE SIDE OF THE PANEL

## SIZES

1. 2550 x 1860 mm (**= 100 x 73 inch**)
2. 3050 x 1530 mm (**= 120 x 60 inch**)
3. 3650 x 1860 mm (**= 143 x 73 inch**)
4. 4270 x 2130 mm (**= 168 x 83 inch**)

*THE LARGE SIZE OF THIS PANEL ALLOWS AN EFFICIENT MACHINING OF THE PRODUCT.

## THICKNESSES

- 6 mm (**= 1/4 inch**)
- 8 mm (**= 5/16 inch**)
- 10 mm (**= 3/8 inch**)
- 13 mm (**= 1/2 inch**)

## NOTE

PLEASE BE AWARE THAT NOT ALL PRODUCT-FINISH COMBINATIONS ARE POSSIBLE. FOR AVAILABLE SHEET SIZES, THICKNESSES AND FINISHES IN YOUR COUNTRY, PLEASE CHECK TRESPA.INFO FOR THE DETAILED AND UP TO DATE DELIVERY PROGRAMME AND MATERIAL PROPERTY DATASHEET. ALTERNATIVELY YOU CAN USE THE PRODUCT SELECTOR ON TRESPA.COM (AFTER CHOOSING THE COUNTRY WHERE THE PROJECT IS LOCATED).

## ORDER SAMPLES AT TRESPA.COM

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**FINISHES**

- SATIN
- MATT
- ROCK
- MATT-ROCK
- DIFFUSE
- OBLIQUE
- SPECULAR
City of Leawood
Planning Commission Meeting
June 25, 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, Hunter, Belzer, Hoyt, Elkins, Coleman, Block, and Peterson. Absent: Stevens.

APPROVAL OF THE AGENDA

Chairman Elkins: Does staff have any changes to the agenda?

Mr. Klein: No.

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

APPROVAL OF MINUTES: Approval of the minutes from the May 28, 2019 Planning Commission meeting.

Chairman Elkins: Thanks to Commissioner Hoyt for serving as Pro-Tem. I’m sure she enjoyed the experience. Are there any amendments to the draft?

Comm. Coleman: On pages 3, 5, and 6, Ms. Bennett was not the attorney that night; it was Ms. Knight.

Chairman Elkins: If there are no other amendments, I would accept a motion for approval.

A motion to approve the minutes from the May 28, 2019 Planning Commission meeting was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CONTINUED TO THE JULY 23, 2019 PLANNING COMMISSION MEETING:
CASE 16-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-9, FENCES AND WALLS – Request for approval of an amendment to
Mr. Klein: Yes, and it does have a threshold of 132 caliper inches.

Chairman Elkins: Tell me one more time what H does.

Mr. Klein: H is more related to the plan. When we get applications, we require the landscape plan to be part of that. The whole section lists the components that must be included in the landscape plan. H adds more specificity.

Chairman Elkins: Thank you.

Comm. Hoyt: Back to your question about the difference between a street tree and ornamental tree, it could be that you could easily add one or two sentences under 16-4-7.3(a) — General because the LDO sort of implies what the definition is in subpoints 1 and 2.

Mr. Klein: We also have a list that the Parks Department has put on the city’s website that lists trees allowed to be used as street trees.

Chairman Elkins: Other questions? Because this is an amendment to the LDO, a Public Hearing is required.

Public Hearing

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

Chairman Elkins: That takes us to a discussion of the proposed amendment to the LDO. Are there comments? I would entertain a motion.

A motion to recommend approval of CASE 48-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-7, LANDSCAPING AND SCREENING REQUIREMENTS — Request for approval of an amendment to the Leawood Development Ordinance, pertaining to required tree replacement and the spacing of street and ornamental trees — was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CASE 61-19 – THREE HALLBROOK PLACE – OFFICE BUILDING — Request for approval of a Final Plan and Final Plat, located south of College Boulevard and west of State Line Road.

Staff Presentation:
City Planner Ricky Sanchez made the following presentation:
Mr. Sanchez: This is Case 61-19 - Three Hallbrook Place - Office Building - Request for approval of a Final Plan and Final Plat, located south of College Boulevard and west of State Line Road. The Preliminary Plan was approved for this project in November of last year by Governing Body. With this case, the applicant is proposing a new four-story office building totaling 120,520 square feet. The building will be located along the northeast corner of the property with property surrounding the south and west sides. Tract A is located on the southwest corner of the site and will remain as an existing BMP (Best Management Practice) for both 2 Hallbrook Place and 3 Hallbrook Place. Two main entries are proposed off Overbrook Road. The applicant is proposing two plaza areas with this project. One plaza area is located along the western entrance of the building. The second plaza area is located on the northwest corner of the building. Both plaza areas will be landscaped with shrubs and trees, along with seating walls and lit bollards. Two pedestrian connections are proposed from the building, connecting to State Line Road and College Boulevard. The building is proposed to be 59 feet, 6 inches tall and constructed mainly of a glass storefront system with walled paneling in grey accent, accented with masonry brick veneer. A trash enclosure and generator are located along the south sides of the building within a gated brick enclosure. The current LDO requires that the applicant replace the existing trees onsite at the 1:1 caliper ratio. With the approval of the case we just heard, they would meet the criteria of 132 calipers per acre, noting that they would have to replace at a 1:2 caliper inch ratio. The Final Plan and Final Plat meet the regulations of the LDO, pending the approval of Case 48-19 by Governing Body. Staff recommends approval of Case 61-19 with the stipulations listed in the Staff Report, and I'd be happy to answer any questions.

Chairman Elkins: Questions for staff?

Comm. Block: Were there any changes with this application?

Mr. Sanchez: Not much. A lot of it had to do with the landscaping, and that's what pushed the last LDO amendment. They had over 1,000 caliper inches of trees on their site. We worked with the applicant, and it was hard to get all those trees replaced on a 1:1 ratio. We worked on the amendment and their Site Plan to meet both.

Comm. Block: I thought I remembered an issue with parking as well and banking some parking. Was that approved in the Preliminary Plan?

Mr. Sanchez: It was approved without needing banking.

Chairman Elkins: Other questions?

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

Mr. Rezac: I'm joined tonight by our architect Burns & McDonnell, our civil engineer Phelps Engineering, and landscaping designer BBN. 3 Hallbrook Place is located on an
8.56-acre parcel that is bordered by State Line Road on the east, College Boulevard on the north, Overbrook Road on the west, and an adjacent Hallbrook parcel on the south. As was mentioned, it is a four-story office building with a little over 120,000 square feet. We do have 467 cars surface parked to the west and south of the building. The building is sited on the high end of the site, which creates great presence and holds the primary intersection. Per the LDO, the project will be landscaped with many new trees, shrubs, and ground cover to seamlessly fit into the Hallbrook development. Additionally, an entry plaza that Mr. Sanchez mentioned with landscaped seating areas and specialty paving and lighting is intended to enhance the pedestrian experience. 3 Hallbrook Place is an office building with clean lines and materials, subtle scale, and appropriate proportions. This modern office building is a perfect complement to 1 and 2 Hallbrook Place and the rest of the Hallbrook development. From a schedule perspective, we will begin pre-leasing activity once we receive our FDP approvals, hopefully next month. Our hope would be to begin construction no later than spring 2020 to complete by the summer of 2021. We’ve worked diligently with planning staff to ensure our submittal aligns with the design requirements of the LDO. We appreciate their assistance and support getting to tonight. We have read and agree to all 35 stipulations in the Staff Report.

Chairman Elkins: Thank you. Questions for the applicant?

Comm. McGurren: Is there anything you can say about pending tenants?

Mr. Rezac: We’ll begin pre-leasing right after we get approval from City Council for the Final Plan on July 1st. We haven’t even gone to market yet, but we think there is good activity for office tenants out there. We think this is going to be a fantastic site. If you know anybody, let me know.

Comm. McGurren: I was just curious as it related to the Ascend building with the tenant there and the length of time that sat empty. Some of that was related to the recession, but it was probably four years.

Mr. Rezac: I think that building came online in 2008 at absolutely the worst time. Hopefully, we’re hitting the market at a better time.

Comm. McGurren: I have been on the Parks and Recreation board, and my recollection was there has been discussion of a significant art piece on the corner of College and State Line. I was curious if space had been allotted for something like that.

Mr. Rezac: Not that I’m aware of. The way our building sits off the side and terraces down from the intersection, I think there is an opportunity for something to happen on the corner. We would welcome that.

Chairman Elkins: As a passing thought, does your client own the property to the north of College?

Mr. Rezac: Yes, they do.
Chairman Elkins: Any other questions for Mr. Rezac? Thank you. That takes us to a discussion. Any comments?

A motion to recommend approval of CASE 61-19 – THREE HALLBROOK PLACE – OFFICE BUILDING – Request for approval of a Final Plan and Final Plat, located south of College Boulevard and west of State Line Road – with 36 stipulations – was made by Hoyt; seconded by McGurren. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CASE 62-19 – HOMESTEAD OF LEAWOOD ASSISTED LIVING FACILITY – Request for approval of a Revised Landscape Plan, located south of 127th Street and west of State Line Road.

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

Ms. Schuller: This is Case 62-19 – Homestead of Leawood Assisted Living Facility – Request for approval of a Revised Landscape Plan, located south of 127th Street and west of State Line Road. The Preliminary Plan, Final Plan, and Special Use Permit was just approved this past June. The applicant is requesting to revise the Landscape Plan to meet the new requirements for street and ornamental trees, pending Governing Body approval of Case 48-19. The original plan that you saw showed street trees at one per 35 feet and one ornamental tree per 12 lineal feet. Their site had some existing mature street trees, and it was difficult for the applicant to plant the required number of trees. They are coming back to us to reduce the number of street trees to one per 40 lineal feet and the ornamentals to one per 20 lineal feet to allow greater long-term health and viability of those trees. Staff recommends approval of Case 62-19 with the stipulations in the Staff Report, and I’d be happy to answer any questions you may have.

Chairman Elkins: Thank you. Questions for staff?

Comm. Belzer: I think there is a mistake in the date as it was written: June 17, 2019 for when we approved.

Ms. Schuller: Yes, that should be different. It was a couple months ago, I believe. This was the Governing body date. You recommended it, and they approved it June 17th. You would have seen it probably on May 28th.

Chairman Elkins: So, it was approved by the Governing Body on June 17th.

Ms. Schuller: Correct; I'll add that note.

Comm. Block: It wasn’t clear to me from the rendering; are they starting over, or what is new on this plan?
City of Leawood Governing Body Staff Report

MEETING DATE: July 15, 2019
REPORT WRITTEN: June 26, 2019

HOMESTEAD OF LEAWOOD ASSISTED LIVING FACILITY – REQUEST FOR APPROVAL OF A REVISED FINAL LANDSCAPE PLAN – Located south of 127th Street and west of State Line Road – Case 62-19

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (7-0) of Case 62-19, Homestead of Leawood – Assisted Living Facility – Request for approval of a Revised Final Landscape Plan, subject to the following stipulations:

1. This approval is limited to a Revised Landscape Plan for the Homestead of Leawood to meet all Leawood Development Ordinance requirements.
2. 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.
3. No signage is approved with this application.
4. 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.
5. Per the Leawood Development Ordinance, all medium and large deciduous trees (including street trees), shall be 2 ½" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 ½” caliper as measured 6” above the ground, conifers and evergreen trees shall be a minimum of 6’ in height, and shrubs shall be a 24” in height at the time of planting.
6. 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.
7. All landscaped areas shall be irrigated.
8. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
9. 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 nine.

PLANNING COMMISSION CHANGES TO STIPULATIONS:
• None.

APPLICANT:
• The applicant and architect is Lauren Fitzpatrick with Schwerdt Design Group.
• The property is owned by Midwest Homestead of Leawood, LLC.
• The engineer is Matt Henderson with McAfee Henderson Solutions, Inc.
• The Landscape Architect is Dan Foster with Schlagel & Associates.

HISTORY:
• A Preliminary Plan, Final Plan, and Special Use Permit for the Homestead of Leawood was approved by the Governing Body on June 17, 2019 with Case 45-19, for an additional 12,280 sq.ft. of floor area to an existing assisted living facility, for a total of 32,520 sq.ft. on 2.72 acres for an F.A.R. of 0.31.
• At the time of approval, the landscaping requirements for street trees and ornamental trees were:
  o One street tree per each 35 feet of street frontage,
  o One ornamental tree per 12 feet of street frontage.

The applicant is requesting a revised landscape plan to meet new requirements for street and ornamental trees proposed with Case 48-19, Leawood Development Ordinance amendment to Section 16-4-7, Landscaping and Screening Requirements.

REQUEST:
• The applicant is requesting approval of a Revised Final Landscape Plan to reduce the number of shade and ornamental trees along State Line Road to meet requirements proposed with Case 48-19, Leawood Development Ordinance amendment to Section 16-4-7, Landscaping and Screening Requirements that recommends one street tree per 40 lineal feet and one ornamental tree per 20 lineal feet. Allowing greater space between trees to improve the long-term health and viability of the trees.

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

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

LOCATION:
SURROUNDING ZONING:
- North  To the north of the property is the Royse subdivision, a single-family residential neighborhood, zoned R-1 (Planned Single Family Low-Density Residential).
- South  To the south of the property is the Brookdale Leawood Assisted Living Facility, zone AG (Agricultural).
- East  To the east of the property is State Line Road and single family residential homes located in Kansas City, MO.
- West  To the west of the property is the Leawood South subdivision, a single-family residential neighborhood, zoned R-1 (Planned Single Family Low-Density Residential).

SITE PLAN:
- The project is located on 2.72 acres west of State Line Road and south of 127th Street.
- The approved Homestead of Leawood Assisted Living Facility is 32,520 sq.ft. with 54 beds (one bed per unit).
- The main building entrance is located on the east side of the building facing an existing parking lot.
- Existing parking lots are located to the east and north of the existing building.

SIGNAGE:
- No signage is proposed with this application.

LANDSCAPING:
- The site is landscaped with a combination of shade and ornamental trees and shrubs.
- Landscaping along State Line Road is existing; however, the applicant is adding additional ornamental trees to meet the requirements of the Leawood Development Ordinance. The applicant is proposing to plant the additional ornamental trees at a rate of one per 20 lineal feet, and shrubs at a rate of one per 5 lineal feet to supplement the existing landscaping and meet the landscaping requirements proposed with Case 48-19, Leawood Development Ordinance amendment to Landscaping and Screening Requirements.
- The required number of shade trees along the street frontage are existing.
- A 3' tall natural stone screen wall will be placed along the back-of-curb of the north-facing parking spaces, and along the back-of-curb of the parking row facing State Line Road, in order to provide parking lot screening from adjacent property lines.
- The northern and western property lines will be landscaped with a continuous row of evergreens to provide buffering from the adjacent residential neighborhoods.
- The interior courtyard of the building will be re-landscaped and hardscaped with a new paver walkway and patio, ornamental trees and shrubs.
- The applicant is exceeding the required amount of open space on site, at 8.43%.

LIGHTING:
- No lighting is proposed with this application.
RESOLUTION NO.

RESOLUTION APPROVING A REVISED LANDSCAPE PLAN FOR HOMESTEAD OF LEAWOOD ASSISTED LIVING FACILITY, LOCATED SOUTH OF 127TH STREET AND WEST OF STATE LINE ROAD (PC CASE 62-19)

WHEREAS, the applicant submitted a request for approval of a Revised Landscape Plan;

WHEREAS such request for approval was presented to the Planning Commission on June 25, 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 Landscape Plan subject to the following stipulations:

1. This approval is limited to a Revised Landscape Plan for the Homestead of Leawood to meet all Leawood Development Ordinance requirements.
2. 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.
3. No signage is approved with this application.
4. 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.
5. Per the Leawood Development Ordinance, all medium and large deciduous trees (including street trees), shall be 2 1/2" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 1/2" caliper as measured 6" above the ground, conifers and evergreen trees shall be a minimum of 6' in height, and shrubs shall be a 24" in height at the time of planting.
6. 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.
7. All landscaped areas shall be irrigated.
8. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
9. 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 nine.

SECTION TWO: This resolution shall become effective on July 23, 2019.
PASSED by the Governing Body this 15th day of July, 2019.

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

[SEAL]                     Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
City of Leawood
Planning Commission Meeting
June 25, 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, Hunter, Belzer, Hoyt, Elkins, Coleman, Block, and Peterson. Absent: Stevens.

APPROVAL OF THE AGENDA

Chairman Elkins: Does staff have any changes to the agenda?

Mr. Klein: No.

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

APPROVAL OF MINUTES: Approval of the minutes from the May 28, 2019 Planning Commission meeting.

Chairman Elkins: Thanks to Commissioner Hoyt for serving as Pro-Tem. I’m sure she enjoyed the experience. Are there any amendments to the draft?

Comm. Coleman: On pages 3, 5, and 6, Ms. Bennett was not the attorney that night; it was Ms. Knight.

Chairman Elkins: If there are no other amendments, I would accept a motion for approval.

A motion to approve the minutes from the May 28, 2019 Planning Commission meeting was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CONTINUED TO THE JULY 23, 2019 PLANNING COMMISSION MEETING:
CASE 16-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-9, FENCES AND WALLS – Request for approval of an amendment to
Chairman Elkins: Any other questions for Mr. Rezac? Thank you. That takes us to a discussion. Any comments?

A motion to recommend approval of CASE 61-19 – THREE HALLBROOK PLACE – OFFICE BUILDING – Request for approval of a Final Plan and Final Plat, located south of College Boulevard and west of State Line Road – with 35 stipulations – was made by Hoyt; seconded by McGurren. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CASE 62-19 – HOMESTEAD OF LEAWOOD ASSISTED LIVING FACILITY – Request for approval of a Revised Landscape Plan, located south of 127th Street and west of State Line Road.

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

Ms. Schuller: This is Case 62-19 – Homestead of Leawood Assisted Living Facility – Request for approval of a Revised Landscape Plan, located south of 127th Street and west of State Line Road. The Preliminary Plan, Final Plan, and Special Use Permit was just approved this past June. The applicant is requesting to revise the Landscape Plan to meet the new requirements for street and ornamental trees, pending Governing Body approval of Case 48-19. The original plan that you saw showed street trees at one per 35 feet and one ornamental tree per 12 lineal feet. Their site had some existing mature street trees, and it was difficult for the applicant to plant the required number of trees. They are coming back to us to reduce the number of street trees to one per 40 lineal feet and the ornamentals to one per 20 lineal feet to allow greater long-term health and viability of those trees. Staff recommends approval of Case 62-19 with the stipulations in the Staff Report, and I’d be happy to answer any questions you may have.

Chairman Elkins: Thank you. Questions for staff?

Comm. Belzer: I think there is a mistake in the date as it was written: June 17, 2019 for when we approved.

Ms. Schuller: Yes, that should be different. It was a couple months ago, I believe. This was the Governing body date. You recommended it, and they approved it June 17\textsuperscript{th}. You would have seen it probably on May 28\textsuperscript{th}.

Chairman Elkins: So, it was approved by the Governing Body on June 17\textsuperscript{th}.

Ms. Schuller: Correct; I’ll add that note.

Comm. Block: It wasn’t clear to me from the rendering; are they starting over, or what is new on this plan?
Ms. Schuller: The plan is remaining substantially the same with the exception of the trees along State Line Road. That is just to reduce a handful of ornamentals and a handful of street trees. I didn’t provide the original plan with this, but those were the only changes.

Chairman Elkins: Any other questions?

Applicant Presentation: 
Lauren Fitzpatrick, 2231 Southwest Wanamaker Road, Topeka, KS, appeared before the Planning Commission and made the following comments:

Ms. Fitzpatrick: Thanks for having us. Leawood is busy with some big projects. Good for you guys. This one is not so big. Like Ms. Schuller said, we are just going in for an amendment based on their recommendation on revising street tree numbers. We do have some existing substantial maple trees that were planted back when the ordinance had them at a distance of 40 feet. Now, with it being at 35 feet, it required significantly more shade trees and ornamental trees. It was going to be really difficult for us to cram all that in there. We felt they would not survive the conditions, considering the quantity and the space provided. We are, I think, doing a great job of providing a nice landscaped area. We are also providing a new screen wall against the parking area so that the parking is not visible from the street. The focus is the trees, shrubs, and building. We are doing a substantial amount of work on the building. We’re replacing all the exterior finishes with brand new ones that are up to the new code, so we would like those to be seen, too.

Chairman Elkins: Thank you. Questions for Ms. Fitzpatrick? Staff has recommended a total of nine stipulations to the approval of this case. Do you have any objections to those?

Ms. Fitzpatrick: I do not. We meet them all.

Chairman Elkins: Thank you, and thank you for your patience. This takes us to discussion of the proposed plan.

A motion to recommend approval of CASE 62-19 – HOMESTEAD OF LEAWOOD ASSISTED LIVING FACILITY – Request for approval of a Revised Landscape Plan, located south of 127th Street and west of State Line Road – with nine stipulations – was made by Belzer; seconded by Hoyt. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

Chairman Elkins: Is there any additional business to come before the commission tonight?