CITY OF LEAWOOD GOVERNING BODY MEETING AGENDA

Monday, August 12, 2019
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:00 P.M.

AUGUST 2019

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

SEPTEMBER 2019

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

AGENDA

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

Mayor Peggy Dunn

Councilmembers

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

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. CITIZEN COMMENTS

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

4. PROCLAMATIONS

5. PRESENTATIONS/RECOGNITIONS

6. SPECIAL BUSINESS

A. **Public Hearing** Consider the 2020 Fiscal Budget for the City of Leawood, Kansas

B. **Resolution No. 5232** adopting the Fiscal Year 2020 annual budget for the City of Leawood, Kansas

C. **Ordinance No. 2953** authorizing and providing for the issuance and delivery of $30,370,000 General Obligation Temporary Notes, Series 2019-1, of the City of Leawood, Kansas, to provide funds to finance the cost of certain public improvement projects within the City; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto **[ROLL CALL VOTE]**

D. **Resolution No. 5233** prescribing the form and details of and authorizing and directing the issuance, sale and delivery of $30,370,000 General Obligation Temporary Notes, Series 2019-1, of the City of Leawood, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith

E. **Ordinance No. 2954** authorizing and providing for the issuance and delivery of $_____ Taxable General Obligation Refunding Bonds, Series 2019-A, of the City of Leawood, Kansas for the purpose of refunding certain outstanding taxable general obligation bonds of the City; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto **[ROLL CALL VOTE]**

F. **Resolution No. 5234** prescribing the form and details of and authorizing and directing the sale and delivery of $_____, Taxable General Obligation Refunding Bonds, Series 2019-A, of the City of Leawood, Kansas, previously authorized by Ordinance No. 2954 of the City; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith

G. Discussion and possible adoption of nondiscrimination ordinance: An Ordinance Amending Chapter XI of the Code of the City of Leawood, 2000, by adding a New Article 11, pertaining to Prohibited Discrimination **[ROLL CALL VOTE]**

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. 2019-28, 2019-29, 2019-30 and 2019-31
B. Accept minutes of the June 26, 2019 Stormwater Management Committee meeting
C. Accept minutes of the July 15, 2019 Governing Body meeting
D. Accept minutes of the May 21, 2019 Arts Council meeting
E. Accept minutes of the May 1, 2019 Bike/Walk Leawood meeting
F. Accept minutes of the April 11, 2019 Sustainability Advisory Board meeting
G. Approve purchase in the amount of $195,636.00 [$57.54/ton] from Central Salt for 3,400 tons of salt for winter 2019-2020 season
H. Approve 4th and Final Pay Request in the amount of $29,115.00, to O'Donnell & Sons Construction, for the 2018 Ironwoods Park Parking Lot Improvement Project, located at 14701 Mission Road [Project # 71025]
I. Approve purchase in the amount of $16,425.00, from Zoll Medical Corporation, for purchase of six [6] Zoll AED3's with associated equipment for the Fire Department
J. Approve purchase in the amount of $149,727.00, from Zoll Medical Corporation, for the purchase of five [5] Zoll X Series monitor/defibrillators for the Fire Department
K. Approve purchase in the amount of $26,704.44 from American Equipment Company, for the purchase of [4] snow removal plows

L. Resolution approving and authorizing the Mayor to execute an Independent Contractor Agreement in the amount of $2,500.00, between the City and John King, Artist, for the Art on Loan piece, Skywriting I

M. Resolution approving and authorizing the Mayor to execute an Amendment to that certain Retirement Plan Services Agreement, dated August 1, 2017, by and between the City and Voya Retirement Insurance and Annuity Company [VRIAC] and Voya Financial Partners, LLC, pertaining to the City's 457 and 401Plans

N. Resolution approving and authorizing the Mayor to execute a Service Agreement in the amount of $123,267.30, between the City and J. M. Fahey Construction Co., pertaining to the State Line Road Mill & Overlay Project for Southbound Lanes from Carondolet to south of College Boulevard [Project # 72084] [KCMO Project # 19-3]

O. Resolution approving and authorizing the Mayor to execute Amendment No. 1, to that certain agreement dated March 7, 2016, between the City and Olsson Associates, in an additional amount of $15,000.00 for the Patrician Woods Stormwater Improvement Project, located at 127th & Roe Avenue [SMAC Project TM-04-006] [Leawood Project # 77018]

P. Resolution approving and authorizing the Mayor to execute Amendment No. 3, to a Professional Service Agreement, between the City and McClure Engineering Company, f/k/a Shafer Kline & Warren, Inc., in the amount of $38,170.00, pertaining to the Leawood South Stormwater Improvement Project, [SMAC Project TM-04-008] [Project # 80255]

Q. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of $8,379,045.77, between the City and Miles Excavating, Inc., pertaining to the 143rd Street Improvement Project from Windsor to Overbrook [KDOT Project # 46 N-0656-01] [Project # 80129]

R. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of $1,147,772.10, between the City and G-B Construction, LLC, pertaining to the 2019 Residential Street Reconstruction Program Phase II [Project # 80219]

S. Resolution approving and authorizing the Mayor to execute Amendment No. 3, to that certain Professional Engineering Service Agreement dated April 18, 2016, and further amended February 19, 2018 and August 20, 2018, with the total amount of the agreement as amended to not exceed $1,646,569.82, between the City and Burns & McDonnell Engineering Company, Inc., pertaining to the 143rd Street Improvement Project from Windsor to Overbrook [KDOT Project # 46 N-0656-01] [Project # 80129]

T. Resolution approving an Eligible Facilities Request for the addition of antennas and associated equipment at Park Place – Aloft Hotel for Verizon Wireless, [VAW], LLC, located north of 117th Street and east of Nall Avenue. (Case 73-19)

U. Resolution approving Final Landscape Plan for Leawood Subdivision – Lot 674 – Residential Emergency Generator, located north of 86th Street and west of Lee Boulevard. (PC Case 72-19) *[from the July 23, 2019 Planning Commission meeting]*

V. Declaration of Surplus Property: [4] metal file cabinets; 2015 Ford Interceptor Utility, last 6 VIN/A66336, Unit 9151; 2014 Ford Taurus, last 6 VIN/127764, Unit 9149; 2012 Chevy Caprice, last 6 VIN/660172, Unit 9148; 2012 Chevy Caprice, last 6 VIN/660252, Unit 9181; 2010 Chevy Impala, last 6 VIN/218942, Unit 9192; 2008 Isuzu NPR-HD C/Cab, last 6 VIN/002206, Unit 9611; 2002 Ford Explorer, last 5 VIN/24242, Unit 9631

8. MAYOR'S REPORT

9. COUNCILMEMBERS' REPORT

Councilmember Osman- Referral to Public Works Committee regarding repair to retaining wall located on northeast corner of 127th Street and Roe Avenue

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. STORMWATER MANAGEMENT COMMITTEE

[from the July 31, 2019 Stormwater Management Committee meeting]

Review Drainage concerns near Gezer Park [13213 Howe Drive]

Recommendation: Add small stormsewer system in the Gezer Park area to the Mission Road Improvement Project scheduled for 2022 [Cost estimate: $110,000]

13. 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 FROM THE JULY 15, 2019 GOVERNING BODY MEETING]***

[from the July 23, 2019 Planning Commission meeting]

B. Ordinance approving a Preliminary Plan, Final Plan and Special Use Permit [SUP] for a fast food restaurant for Ranch Mart – McDonald's, located north of 95th Street and east of Mission Road. (PC Case 69-19) **[ROLL CALL VOTE]**

C. Ordinance amending Section 16-3-4 of the Leawood Development Ordinance [LDO] entitled "Development Plan Approval Process" and repealing existing Section 16-3-4 and other sections in conflict herewith. (PC 60-19) **[ROLL CALL VOTE]**

D. Ordinance amending Section 16-4-6.3 of the Leawood Development Ordinance [LDO] entitled "Office, Commercial and Industrial Signage in Planned Districts" and repealing existing Section 16-4-6.3 and other sections in conflict herewith. (PC 71-19) **[ROLL CALL VOTE]**

14. OLD BUSINESS

15. OTHER BUSINESS

A. Schedule Governing Body meeting on Tuesday, September 3, 2019 at 7:30 P.M.

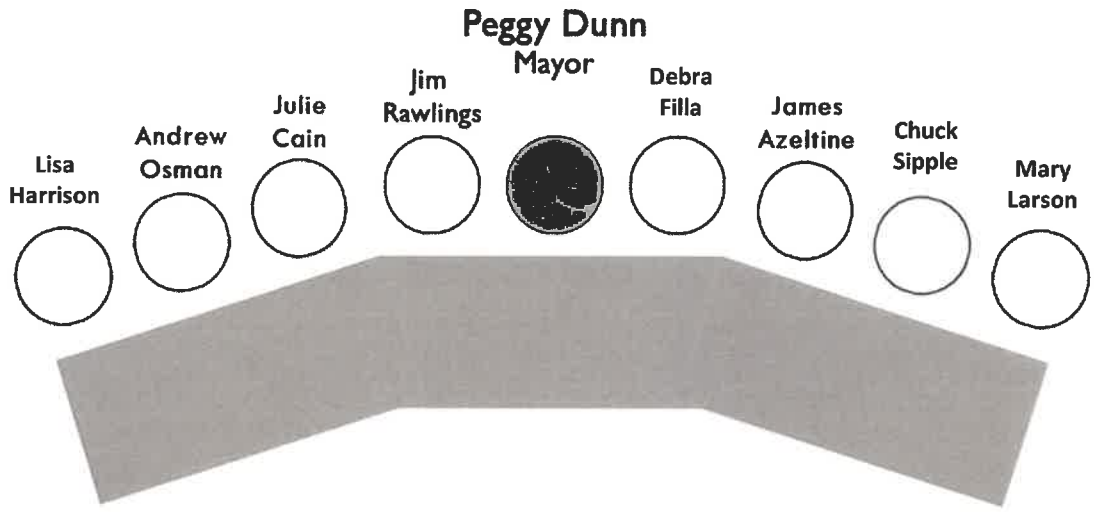
B. Schedule a Governing Body Executive Session on Tuesday, September 16, 2019 at 6:00 P.M., Executive Session to consult with attorney regarding matters subject to the attorney-client privilege; discuss matters relating to possible acquisition of real property

C. Schedule Governing Body meeting on Monday, September 16, 2019 at 7:30 P.M.

16. NEW BUSINESS

ADJOURN

Mayor and City Council



Leawood operates under a Council/Mayor form of government, with a separately elected mayor and 8 council persons. Council members are elected on a non-partisan basis from 4 wards. The Council develops policies and provides direction for the professional city administration. Regular meetings of the Leawood City Council are held the first and third Mondays of each month. 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.

2019 WORK SESSION AND SPECIAL MEETING / EVENTS SCHEDULE			
DATE	**TIME**	**SUBJECT**	**LOCATION**
September 3	**6:00 P.M.**	**Executive Session: Non-Elected Personnel Matter**	**Main Conf. Room**
September 16	**6:00 P.M.**	**Executive Session: consult with attorney regarding matters subject to the attorney-client privilege; discuss matters relating to possible acquisition of real property**	**Main Conf. Room**
November 4	**6:00 P.M.**	**Review Chamber of Commerce's Annual Economic Plan**	**Main Conf. Room**
November 18	**6:00 P.M.**	**Holiday Lighting Ceremony**	**Courtyard**

Return to Agenda

Finance Department 6.B.

Memo

To: Mayor Peggy Dunn and Councilmembers

From: Scott Lambers, City Administrator
Dawn Long, Finance Director

Date: August 12, 2019

Re: 2020 Annual Budget

Attached is a resolution calling for approval of the 2020 Annual Budget.

Staff, Council and Committee members have spent many months on this endeavor. The budget year began with a work session on April 15th, followed by a work session on the 2020 budget on June 10th. A pre-budget public hearing was held on April 1, 2019 and a formal public hearing will be held the same evening as approval, on August 12th.

The 2020-2024 Capital Improvements Program (C.I.P.) was first discussed with the Governing Body on April 15th. This document was formally approved by resolution on May 20, 2019.

Please contact us should you have any questions or desire further information.

DRAFT

RESOLUTION NO. 5232

RESOLUTION ADOPTING THE FISCAL YEAR 2020 ANNUAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS

WHEREAS, a public hearing was conducted at the August 12, 2019, Governing Body meeting to consider the Fiscal Year 2020 annual budget for the City of Leawood, Kansas, pursuant to K.S.A. § 79-2929; and

WHEREAS, the Fiscal Year 2020 annual budget was presented to the Governing Body at its August 12, 2019 City Council meeting; and

WHEREAS, the Governing Body desires the Fiscal Year 2020 annual budget to be adopted.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2020 annual budget as presented at its August 12, 2019 Governing Body meeting.

SECTION TWO: This resolution shall become effective upon passage and publication by the Governing Body.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

CERTIFICATE 2020

To the Clerk of Johnson County, State of Kansas

We, the undersigned, officers of

City of Leawood

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2020; and
(3) the Amounts(s) of 2019 Ad Valorem Tax are within statutory limitations.

			2020 Adopted Budget		
Table of Contents:		Page No.	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2020		2			
Allocation of MVT, RVT, 16/20M Veh Tax		3			
Schedule of Transfers		4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
Fund	**K.S.A.**				
General	12-101a	7	60,288,300	19,191,834	
Debt Service	10-113	8	17,463,200	5,759,805	
Special Highway		9	2,300,900		
Special Alcohol		9	900,700		
Special Parks & Recreation		10	702,300		
Special Law Enforcement		10	20,900		
Transient Guest Tax		11	594,500		
1/8-Cent Sales Tax		11	1,108,300		
City Capital Art		12	247,500		
Park Impact Fee		12	4,100		
Public Art Impact Fee		13	144,700		
135th St Corridor Impact Fee		13	147,900		
City Equipment		14	11,761,900		
Street Improvements		14	3,441,600		
Capital Improvements		15	7,958,300		
Non-Budgeted Funds-A		16			
Non-Budgeted Funds-B		17			
Non-Budgeted Funds-C		18			
Totals		xxxxxxx	107,085,100	24,951,639	
					County Clerk's Use Only
Budget Summary		19			
Neighborhood Revitalization Rebate					Nov 1, 2019 Total Assessed Valuation

Tax Lid Limit (from Computation Tab) 24,991,017

Does the City need to hold an election? **NO**

Assisted by: _____

_____

_____

Address: _____

_____

_____

Email: _____

_____

Attest: _____, 2019

_____ _____

County Clerk Governing Body

CPA Summary

budget2020.docx

2020 Budget-In-Brief

City of Leawood, Kansas

Growing with Distinction

August 12, 2019

Honorable Mayor, Council Members, and the Leawood Community:

Submitted to you is the 2020 Budget for the City of Leawood. The total 2020 Budget equals $66,631,200 and represents an 11.9% decrease from the 2019 Estimated Budget. It continues to reflect conservative revenue estimates, as in previous years. The 2020 revenues are projected at $63,033,900, a 3.3% decrease from the 2019 Estimate, and 9.4% lower than the 2018 actuals of $69,597,816.

Based upon a solid set of financial measures and benchmarks, the 2020 budget is expected to deliver the same quality and exceptional services, which have been the standard for the City of Leawood for over 70 years. The primary purpose of a budget document and the budget process is to develop, adopt and implement a plan for accomplishing goals for the upcoming year within given constraints. The 2020 Budget has been designed with the long-term goals of the City and the continuation of Leawood's tradition of maintaining a responsive government, a stable financial position and high service levels.

The sound financial condition of a City depends on its ability to balance the demands for service with available financial resources. Monitoring financial condition allows managers to identify existing and emerging financial problems and develop solutions in a timely manner. Leawood has used a financial forecasting and planning model to monitor financial progress. The City began using this tool almost two decades ago. Every year it has been improved and it is monitored throughout the year to ensure that fund balances remain within policy standards, especially when revenue sources and expenditure demands change. Additionally, Leawood continues to have a diversified revenue base. The largest category, 40%, comes from property taxes; followed by sales taxes of 31%; and lastly other governmental revenue of 29%, which includes franchise fees, licenses, permits, and charges for services. Also contributing to Leawood's stability is the fact that the City continues to offer, attract and promote a high quality of life. Leawood was voted the "2018 FIRST Best Small City in America", with populations of 25,000 to 100,000, in the United States by *WalletHub.com*. Almost 1,300 cities were evaluated on 40 key metrics on economic vitality, quality of life, education, health and public safety.

For the 2020 budget year, Leawood is again anticipating an increase in assessed valuation for real property. The final assessed valuation numbers will be released by the County Clerk in December. When staff met with the County Appraiser early this year, the appraisal statistics were again very positive. Residential appraisal growth year-over-year was 7.6% as compared to 5.4% last year; and the change in the commercial appraisal value was 4.3% as compared to 2.7% last year. Over the past ten years, the City's property tax base has increased 1.9% per year on average. However, the strongest growth occurred in the years prior to 2010. Assessed values decreased three years in a row, before rebounding in 2014. The growth for the current year is 4.20% as compared to 4.72%

for last year. During the last ten years, real commercial property has grown faster than all other classifications, and today represents 23% of total taxable property. Residential real property continues to comprise the majority of the total, at 68%, while personal property classifications have dropped in importance, once representing 13% of the total base, now only 9% of the total.

The second largest single source of City revenue is sales tax. The 2020 budget projects revenue from the City 1% sales tax to be $7,814,400 or an increase of 2.95% from the 2019 estimated budget. The five-year average growth for this single revenue source is 2.3% and the three-year average is 1.7% The budget is comprised of several types of sales tax revenue: city and county general sales tax; city and county compensating use tax; a city 1/8-cent capital sales tax used for stormwater and street repairs; and two different 1/4-cent special county sales and use taxes. One for public safety with no sunset date, and another for the construction of a County Courthouse/Coroner facility, which ends in 2027. Over the last ten years, total sales tax collections were bolstered by the collection of the capital taxes. Included in this classification was the Public Safety sales tax, which was in existence for four years, ending on March 31, 2011. Absent these tax rate changes, growth in the base has kept pace with changes in population and inflation. For both general and use sales tax collections, 60% of the revenue comes from the City's sales tax levies and the remaining 40% from the City's distributed share of the countywide taxes.

The budget process is a year round staff endeavor. The formal process for the 2020 Annual Budget began with discussion at the April 15, 2019 Governing Body work session. Both the 2020-2024 Capital Improvement Program (C.I.P.) and financial assumptions for the 2020 budget were discussed. The financial framework for the development of the 2020 budget was managed around these discussions. Another integral part of the annual operating budget is assessed valuation. The 2020 appraised values were released by the County in early March. All of these aided in the development of the budget directives, which include:

Sustaining financial stability

- ✓ Reserves for all Operating Funds are budgeted at 45% of expenditures, above the 11% minimum.
- ✓ Debt Service reserve levels remain at 35% or above throughout the financial planning period.
- ✓ The 2020 budget includes a mill levy of 24.524. Current projections include a 0.95 mill levy increase in each year of 2022, 2024, and 2026.
- ✓ All long-term forecasting parameters have been met as outlined in the budget document.
- ✓ In 2020, all sales and use tax areas are expected to increase 2.95% from the 2019 Estimate. Leawood has become a major restaurant venue over the years, boasting a multitude of restaurants offering a wide-range of food choices in a variety of dining environments and price ranges. Additionally, there are many shopping choices, including specialty food stores, which offer an array of upscale and unique selections.
- ✓ Capital projects, where practical, are linked to operating costs in order to monitor and maintain long-term financial balance.
- ✓ Carefully monitoring spending with a watchful eye towards inflationary pressure in other commodities, services, as well as capital costs. In multi-year financial planning, capital funds, particularly the City's capital equipment fund and the capital projects fund, all include an inflation factor.
- ✓ Continuation of the City's Aaa Bond Rating.

Sustaining service levels

- ✓ Maintain equitable and competitive employee compensation.
- ✓ Police officers will average 1.7 commissioned officers per 1,000 citizens.
- ✓ Firefighters will average 651 residents per one firefighter.
- ✓ Parks & Recreation will average 563 residents per one FTE.
- ✓ Administrative employees, as a percentage of direct employees, will average 17.4%.
- ✓ Mandates and operating costs of capital are funded.
- ✓ An average PCI rating of 81.4, compared to the Governing Body goal of a street rating of not less than 70.0.

Sustaining efficient delivery of services

- ✓ The City's 2020 Budget continues to provide a high level of service to the citizens by increasing efficiency in service delivery and addressing resource needs in every part of the City. Employees in all departments continually participate in training and obtain certifications to ensure that City services are being delivered by well-trained, knowledgeable individuals. Each department reviews both industry standards and internal goals on a regular basis to determine if services are being delivered efficiently and identify improvements, when needed.
- ✓ Performance measures within each department are linked with the resources needed to meet the expected performance levels during the fiscal year.
- ✓ The City's technology direction continues to grow and expand with fiber connectivity, the deployment of new server clusters and gigabit switches for more powerful and faster systems. All of these have resulted in high computing performance and connectivity, integrated systems with increased communication and capability, virtualization, and higher security.

THE CITY OF LEAWOOD'S VISION

Leawood prides itself on being a safe, attractive community, which values its distinctive character. The citizens of Leawood are civic-minded and are an important component in shaping Leawood's future. As the City of Leawood looks to the future, it will continue to maintain the residential property values, promote neighborhood-oriented commercial developments, offer a variety of high quality residential neighborhoods, sustain environmental sensitivity, retain natural landscapes and provide public, open space. With vision, as articulated in our comprehensive plan, the City of Leawood will continue to grow with distinction.

GOVERNING BODY GOALS

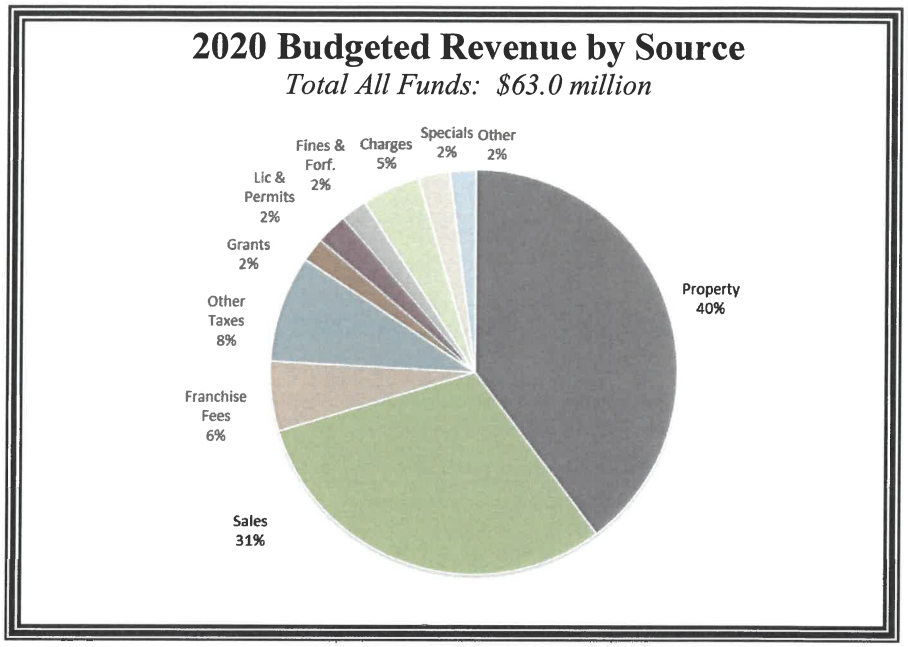
Each year the Governing Body reviews, reaffirms and develops strategic goals, which support the City's vision. Goals are categorized in the five main areas that have allowed the City to flourish: Public Safety, Financial Stability, Capital Improvements, Growth Management, and Quality of Life. Short-term goals either are incorporated into the 2019 operations plan or will be addressed in the 2020 budget. Long-term goals cover issues that will strategically guide long-range plans for the community. All of the goals are linked to the Long Term Strategic Financial Planning section.

FINANCIAL HIGHLIGHTS

Revenue Highlights

- Total revenue is expected to decrease in 2020 by 3.3% or $2,129,744.

- For 2020, the mill levy is 24.524; no change from last year.



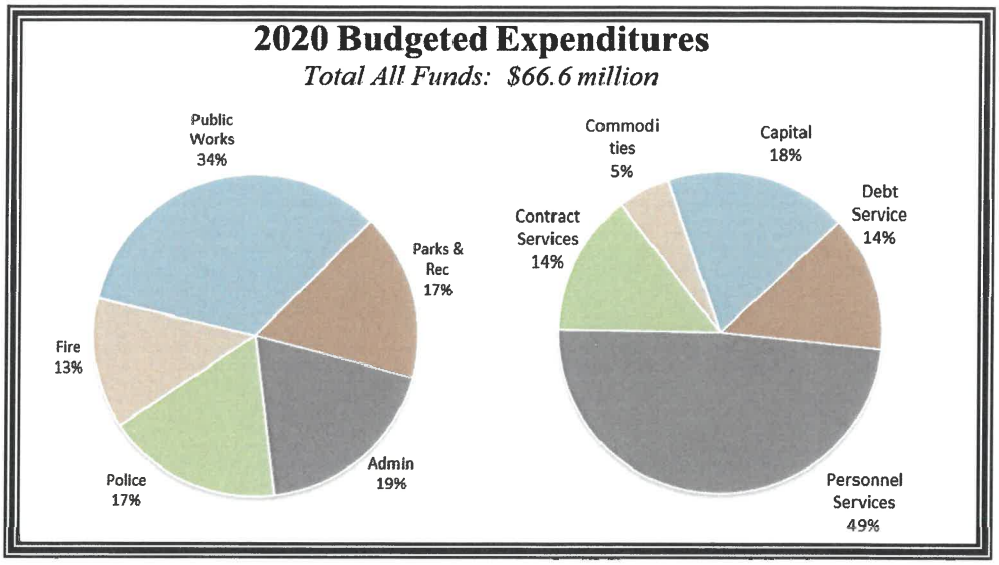
- Property taxes, of $25,016,627, represent 40% of the total 2020 budget. Staff is projecting an increase of 5.83% in assessed valuation for 2020; followed by growth of 4.00% for 2021; 3.10% for 2022 and each year thereafter. When converted to assessed valuation, real property increased by 5.83%, as compared to an increase of 4.18% last year. The County Clerk will distribute the final assessed valuation at year-end at which time the financial planning model projections will be updated.

- Sales and Use Tax comprises 31% of total revenue in 2020 and is expected to rise 2.95%, in total for all categories, from 2019. Included in the 2020 budget is $19,283,510 and $18,730,135 in the 2019 estimated budget. Total collections in 2018 were 3.8% higher than 2017 and 0.9% higher than the 2018 estimated budget. The City began receiving a portion of the 0.25% County Courthouse/Coroner Facility sales/use tax in 2017. This tax began on April 1, 2017 and will end after ten years. This revenue is being placed into the Economic Development fund.

- Other Governmental Revenues total 29% of the budget, or $18,733,763. Included in this area are: franchise fees; taxes on motor and recreational vehicles; alcohol and gasoline taxes as distributed from the State; special assessment payments on bonded projects; contributions from other entities for major street projects; licenses and permits, fees for recreational activities or classes, and court fines/forfeitures.

Expenditure Highlights

❖ Expenditures for 2020 decreased by 11.9% or $9,012,900.



❖ Personnel Services will increase by 3.1% over the 2019 Estimated Budget, totaling $32,377,600 in 2020. A 3.9% factor has been applied to base wages to cover merits, promotions and career development changes. A market adjustment of 2% to 3% has been included in 2020 for Police Officer I, Police Officer II and Communications I positions. Also in 2020 are increases for health insurance, social security, unemployment payments, group life insurance, state pension plans and long-term disability plans.

❖ Operating expenses, which include contractual services and commodities, has decreased by $1,688,900, or 11.6%, from the 2019 Estimated Budget. A large decrease, offset by new spending, is due to the proposed transfer of $2,255,300 in Transient Guest Tax receipts to the Economic Development fund in 2019. All types of building, vehicle, and liability insurance are expected to increase by $41,000, or 10.0%, from 2019. A total of $39,000 in new spending has been added to the 2020 Budget, including $4,000 for the commission for professional credentialing and $20,000 for a safety house and robot to be used for fire public education, both in the Fire Department; and $15,000 in Public Works for annual tree limb removal to be used as needed.

❖ Capital costs are projected to decrease by 39.7%, or $8,007,600, from 2019. Within 2019 are projected sales tax collections to be transferred to the Economic Development and Public Safety funds ($2.2m); Park improvement projects ($2.1m); Arterial and Residential street projects ($7.0m); completion of the Fiber Technology project ($0.7m); storm repair projects ($4.3m); public art ($.4m); and vehicle/ equipment replacements ($2.3m). Planned 2020 pay-as-you-go capital purchases/improvements include $4,890,300 for arterial and residential street repairs; $2,736,500 in replacement vehicles/equipment; $2,271,500 for sales tax transfers to the special funds; $1,662,600 in City building, park, golf course repairs/maintenance; and $500,000 for stormwater projects.

❖ Debt is projected to decrease by 3.2%, or $299,700 from the 2019 Estimated Budget. No new general obligation debt issuance is planned for 2019 and an issuance is planned for 2020 totaling $8,295,000, with the first payment beginning in 2021.

The activity for each budgeted fund is reflected in the following table.

EXPENDITURE SUMMARY, *All Budgeted Funds*				
DEPARTMENT	**2018 Actual**	**2019 Estimate**	**2020 Budget**	**% Change**
General Government				
General Operations	$21,564,413	$7,461,581	$5,946,381	*-20.3%*
City Administration	543,644	659,800	623,300	*-5.5%*
Finance	746,081	837,900	906,100	*8.1%*
Information Services	1,158,434	2,124,900	1,322,300	*-37.8%*
Human Resources	583,642	667,900	684,300	*2.5%*
Legal Services	488,805	579,300	589,500	*1.8%*
Municipal Court	585,800	728,000	735,400	*1.0%*
Community Development	1,516,249	1,749,200	1,776,100	*1.5%*
	$27,187,068	*$14,808,581*	*$12,583,381*	*-15.0%*
Public Safety				
Police	$9,888,668	$11,198,400	$11,652,400	*4.1%*
Fire	7,906,055	8,595,907	8,771,435	*2.0%*
	$17,794,723	*$19,794,307*	*$20,423,835*	*3.2%*
Public Works	*16,515,179*	*29,741,344*	*22,472,397*	*-24.4%*
Parks & Recreation	*10,311,579*	*11,299,868*	*11,151,587*	*-1.3%*
TOTAL BUDGETED FUNDS	***$71,808,549***	***$75,644,100***	***$66,631,200***	*-11.9%*

FUND HIGHLIGHTS

General Fund

The General Fund is the principal fund of the City, accounting for all financial transactions not accounted for in other funds. Anticipated revenue in 2020 is $49,718,100 with the largest source coming from property tax collections. The General Fund expenditures, of $53,739,600, comprise 72.3% of expenses planned for all budgeted funds. The majority of the total expenses in the General Fund, or 60%, is for the payment of wages and benefits for the City's employees. Other notable spending planned for 2020 from the General Fund include:

- $7,000 to add all departments to a citywide training, policy and employee tracking system currently used by Police and Fire.
- $4,000 within the Fire Department for professional credentialing which aids in personal career progression for fire personnel.
- $20,000 in Fire to purchase an inflatable fire safety house and fire prevention robot for public education.
- $24,000 in the Police Department for license plate recognition cameras placed at key intersections within the City.
- $15,000 in Public Works for annual tree limb removal to be used after major weather events.
- $190,000 for a Public Works covered brine system and saddle tanks for existing trucks.
- $30,500 in Park Maintenance for an irrigation booster pump at Gezer Park.

- $87,000 in Park Maintenance to remove silt from the Ironwoods Park lake.
- $523,000 to replace Police Administration, Patrol and Investigations vehicles.
- $61,000 in the Fire Department for replacement of a storm warning siren and an ATV response unit.
- $376,000 for the lease purchase payment for a Quint replaced in 2019, and a Fire platform truck and two Fire pumpers replaced in 2016 and 2011.
- $734,000 in Public Works to replace two dump bodies, a case wheel loader, a brush leaf vacuum, a paint striper, two mobile column lifts and the annual lease for two skid steer loaders.
- $70,000 for culvert cleaning; $12,000 for Operation Green light; $29,000 for bi-annual inspection of bridges; and $14,000 to update the traffic model and GASB streets/storm water.
- $448,000 for building/facility projects including Justice Center heat pump replacements, overlay of the City Hall & PW Facility parking lots, PW Facility overhead doors, a security system at the Lodge, and kitchen appliances at the Ironhorse Golf facility.
- $425,000 towards the park improvements as identified in the Park Master plan. The Special Parks/Recreation fund will provide $600,000 for this purpose.
- $25,000 for Park Maintenance contractual trail repairs, in addition to the $75,000 for in-house repairs.
- $5,000 in 2020 and $2,500 in 2019 to be used towards fireworks at the annual July 4th celebration.
- $395,000 in Park Maintenance to replace a swap loader truck, a small SUV and mowing equipment.
- $418,500 for the replacement of mowing and landscape care equipment for the Golf Course.
- $105,300 for the final payment of a 3-year lease for golf carts at the Ironhorse Golf Course.

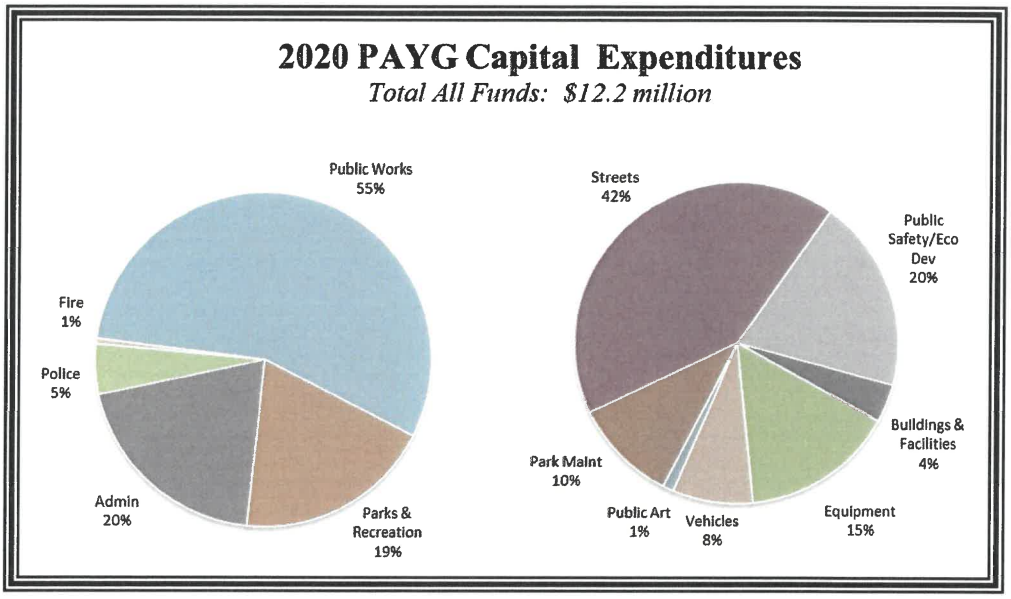
Special Revenue Funds

Leawood has five budgeted Special Revenue Funds: the Special Alcohol Fund, the Special City/ County Highway Fund, the Special Parks & Recreation Fund, the Special Law Enforcement Fund, and the Special Transient Guest Tax Fund. Special Revenue Funds are used to account for revenue derived from specific taxes, governmental grants or other revenue sources, which are designed to finance particular functions or activities of the City.

The Alcohol Fund for 2020 includes a transfer of $257,000 to the General Fund which will help offset the cost of the Leawood D.A.R.E. program; a total of $350,000 to the Johnson County Drug and Alcohol Awareness Council; $30,000 for a countywide co-responder for police needs; and $15,000 for local after-prom and after-graduation events. The Special City County Highway Fund includes $1,620,300 for mill and overlay repairs. The Special Parks & Recreation Fund will finance close to 59% of the park improvements as identified in the Parks Master plan in 2020. The Special Law Enforcement Fund collects the City's share of forfeiture monies and can be used for police equipment. It is estimated that expenses may be approximately $27,200 between 2019 and 2020. The Special Transient Guest Tax Fund consists of quarterly hotel tax payments disbursed from the State. The current transient guest tax rate is 8%.

Capital Project Funds

The Governing Body continues its commitment to capital investments. Capital Funds coordinate resources used for the acquisition and/or construction of capital projects or equipment or other fixed assets or infrastructure improvements, not being financed by other funds. The City has eight capital funds, which include: the City Equipment fund; the Street Improvements fund; the Capital Improvements fund; the 1/8-Cent Sales Tax (storm & street repairs) fund; the City Capital Art fund; and three impact fee funds for parks, public art, and the improvements along the 135th Street corridor. In fiscal year 2020, the Capital Improvement Program totals $12.2 million dollars. These funds are used to replace and to purchase new capital equipment, for improvements and additions to municipal facilities, storm drainage, and street maintenance and repairs. This represents 18.3% of the total budget of $66,622,700, lower than the 26.7% in 2019.



PERSONNEL HIGHLIGHTS

Personnel costs and benefits represent a 3.1% increase over the 2019 estimate. In the 2019 Estimated budget, several position reclassifications are planned including: a Finance Accountant position to an Accounting Manager; a Police Alarm Coordinator to a Police Officer; a Public Works Fleet/Facilities Manager to a Special Projects Engineer; and the conversion of two regular part-time Park Maintenance Workers to two full-time Park Maintenance Workers. There are no personnel position changes in the 2020 Budget.

Summary of Personnel

Year	2016	2017	2018	2019	2020
Full-time	258	256	258	261	261
FTE's	295.92	294.09	293.56	294.56	294.56

- The 2020 budget provides funding for wages for current employees at a 3.9% above the 2019 estimated budget. No cost of living increases are budgeted; however, funds are included for performance increases, which can be granted by management using a range of 0.0% to 3.9%. A market adjustment of 2% to 3% has been included in 2020 for Police Officer I, Police Officer II and Communications I positions. The 2020 budget is projected conservatively and assumes full employment. The 2020 total budget for all types of wage payments (full-time, part-time, casual/seasonal, overtime and other) is projected to grow by a total of 2.9%, over the 2019 estimated budget wage base.

- The City of Leawood Human Resources Department continues to collaborate with Blue Cross to increase awareness and education of healthy lifestyle choices among employees. A 10% growth in health insurance rates is anticipated in 2020; however the actual change from the 2019 Estimate budget to 2020 is 5.2% due to expected staffing changes. A total of $4,156,751 is budgeted for 2020. All other benefits, including KPERS & KP&F, social security, disability, etc. increase by 2.7% from 2019 to 2020.

- Contribution rates for both the Kansas Public Employees Retirement System (KPERS) and the Kansas Police and Fire (KP&F) employees are projected to decrease in 2020. The 2020 budget includes the KPERS employer rate changing from 9.89% to 9.61%; and the KP&F rate from 22.60% to 21.93%. The contribution rate for employees in the KPERS system is 6.00% and 7.15% for KP&F employees. For the year ended June 30, 2018, KPERS 25-year investment return average was 8.2 percent, exceeding the 7.75 percent target. The valuation showed the System's funded ratio increased slightly from 67% to 68%, but still below the 80% target which is expected for public pension plans. While the system does not have an immediate crisis, long-term funding requires ongoing, careful oversight. At the close of the 2018 fiscal year, projections show the unfunded actuarial liability will extinguish in 2033 as scheduled. However, to meet this projection, continued funding improvement hinges on meeting the investment return target over time and consistent funding with increasing employer contributions to match actuarial funding requirements.

- Historically, the City has been a trustee in a workers' compensation trust (Kansas Eastern Region Insurance Trust), which has been effective in helping to manage work-related injuries and illnesses. The trust allows the City to directly benefit when its experience rate decreases. In 2018, the City paid a total premium of $243,237 for workers compensation to KERIT; and later in the year, received a dividend in the amount of $32,364 because of a successful safety program and capable claims management for prior claim years. These dividends are not guaranteed. The 2020 Budget includes $300,000 for the annual KERIT payment, with $250,000 in 2019.

LONG TERM STRATEGIC FINANCIAL PLANNING

During the work sessions held to date in 2019, the Governing Body has discussed and agreed to certain long-term strategic assumptions. Using the City's financial planning model, these assumptions were linked to operating and capital projections. Modeling helps to assure decisions made today can be funded tomorrow. The assumptions used in the model include:

Demographic/Geographic Assumptions:

✓ Population will grow at .5% annually; for 2020, it is estimated at 35,452. The 2010 Census assigned Leawood a population of 31,867.

Revenue Assumptions:

✓ Total Levy increases in the financial planning model include a projected 0.95 mill in each year of 2022, 2024, and 2026.
✓ Assessed Valuation projections of 5.83% for 2020; 4.00% in 2021; and 3.10% thereafter.
✓ All Sales and Use tax categories are projecting revenue growth of 2.95% for 2020 and each year thereafter.
✓ All other revenue annual growth of 2.0% to 3.0% each year.

- ✓ Interest Income of 4.0% in 2020; and 4.0% - 5.0% in 2021-2025.

Expenditure Assumptions:

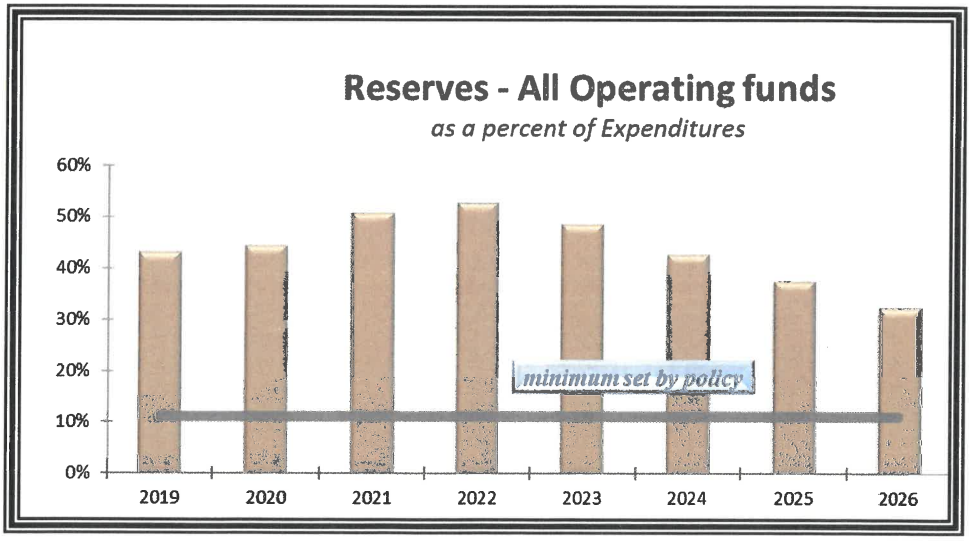
- ✓ The financial planning model reflects the addition of one full-time position every other year, with the next one being added in 2021.
- ✓ The financial planning model reflects annual salary increases, based on performance, at a maximum of 3.9% in each year.
- ✓ Growth in health Insurance rates beginning at 11.75% in 2021 and increasing slightly each year to 12.75% in 2025, in the model.
- ✓ Benefit growth of 5.80% in 2021; increasing each year to 6.00% in 2025, in the model.
- ✓ Contractual Services and Commodities for 2021-2025, growth at 1.5% annually.

Debt-Financed Capital Programs:

- ✓ The 2020-2024 Capital Improvement Program (C.I.P.), will be approved by the Governing Body on June 3, 2019. It includes debt-financed projects totaling $74.0m with Leawood assuming 95% of the total cost.
- ✓ Phase III of the *Accelerated Street Reconstruction Program* continues every other year with $3,000,000 in 2019, 2021 and 2023. This program is financed with long-term debt.
- ✓ The debt-financed *Stormwater Improvements Program* began in 2018 with $3.0 million and continues every other year, with the amount increasing to $3.5 million in 2022. The replacement program will address over 105,000 linear feet of pipe. This program will continue every other year until all expenditures reach $35 million.
- ✓ New to the C.I.P. last year was the inclusion of several projects to bury overhead power lines. These debt-financed improvements will be completed in conjunction with planned PAYG arterial street projects.

FINANCIAL POSITION

At the close of 2020, the City's operating reserves are expected to be at 45% of expenditures, which is above the minimum set by the Governing Body. Reserves are established for three purposes: cash flow, natural emergencies, and large pay-as-you-go capital projects.

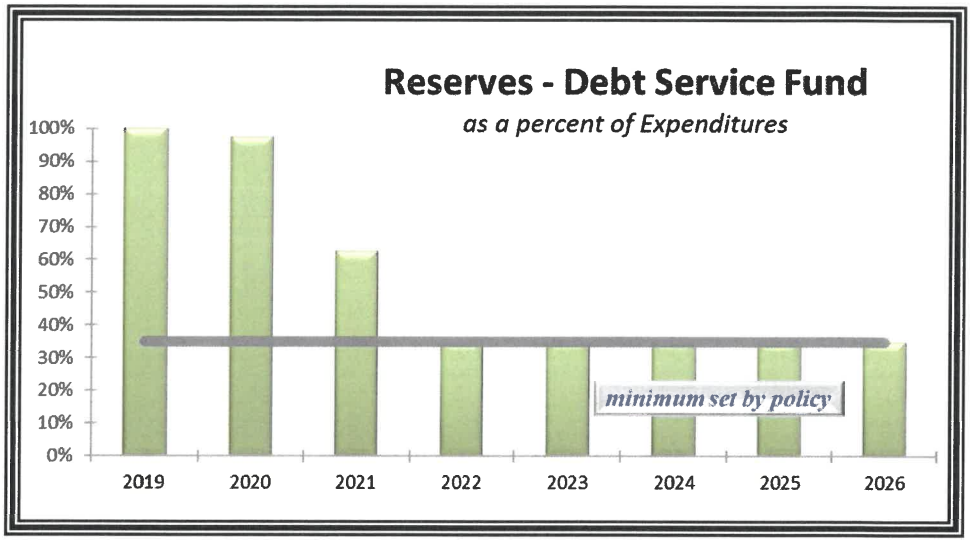


Leawood continues to be in a fortunate position and have good reserves. As major pay-as-you-go capital projects are completed, it is projected that the reserves over the next seven years will

continue to be above the 11% goal. As discussed in the Budget & Financial Policies section of this document, Leawood's minimum policy is to have at least 8.33% on hand at all times.

Debt reserves are maintained to deal with a variety of issues. These total $8,619,000 in the 2020 Budget or 97% of debt service expenditures. This reserve level provides a financial cushion for the City for any unanticipated change in the economy, lower revenue collections, as well as to add a layer of protection should special benefit tax payments become delinquent. Excellent reserve levels provide financial security for all stakeholders.

Each year the City staff and the City Council carefully review the capital improvements to be debt financed. With this process, there is a clear understanding that the capital obligations made today will be balanced against the cost and the service levels provided in the future.



I would like to take this opportunity to thank Mayor Dunn and the City Council for their consistent and positive approach to sustaining growth in a professional and straightforward manner. The Council goals incorporate continued direction for the future of the City, while being ever mindful of maintaining the financial integrity of the City and its core reserves.

The preparation of the Annual Budget is a team approach that maintains and enhances key services while working within financial constraints. The involvement of the Management Team and their support staff demonstrates commitment to this process. Special acknowledgments to Dawn Long, Finance Director and Kathy Byard, Budget Manager for their efforts in preparing this document.

Respectfully submitted,

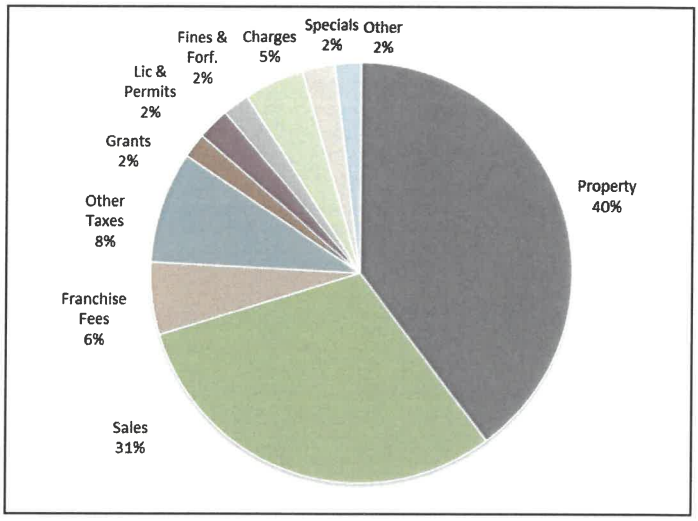
Scott Lambers
City Administrator

City of Leawood
Budget Summary by Year

Listed below are the funding sources and expenditures for the 2020 Budgeted Funds, by fund type. Included in Special Revenue Funds are Alcohol, Special City Highway, Special Parks, Special Law Enforcement, and Transient Guest Tax Funds. Included in Capital Funds are City Equipment, Street Improvement, Capital Improvements, 1/8 Cent Sales, Park Impact Fee, City Capital Art, Public Art Impact and the 135th Street Corridor Impact. This presentation *does not* include transfers in/out between funds.

	2018 Actual	2019 Estimate	2020 Budget	% change
Beginning Fund Balance	$50,649,793	$48,459,156	$37,978,700	-21.6%
Revenues				
Property Taxes	22,523,496	23,643,402	25,016,627	5.8%
Sales & Use Taxes	18,403,286	18,730,135	19,283,510	3.0%
Franchise Fees	3,520,426	3,515,000	3,515,000	0.0%
Other Taxes	4,902,904	5,282,047	5,368,491	1.6%
Grants	509,047	5,123,150	1,200,000	-76.6%
Licenses & Permits	2,232,002	1,548,500	1,554,500	0.4%
Fines & Forfeitures	1,281,332	1,500,000	1,300,000	-13.3%
Charges for Service	2,930,516	2,867,400	2,918,800	1.8%
Special Assessments	1,635,144	1,718,531	1,583,803	-7.8%
All Other	11,659,663	1,235,479	1,293,169	4.7%
Total	$69,597,816	$65,163,644	$63,033,900	-3.3%
Expenditures				
by Department				
Administration	27,187,070	14,808,581	12,583,381	-15.0%
Police	9,888,666	11,198,400	11,652,400	4.1%
Fire	7,906,055	8,595,907	8,771,435	2.0%
Public Works	16,515,179	29,741,344	22,472,397	-24.4%
Parks & Recreation	10,311,579	11,299,868	11,151,587	-1.3%
Total	$71,808,549	$75,644,100	$66,631,200	-11.9%
by Character				
Personnel Services	27,732,548	31,394,300	32,377,600	3.1%
Contractual Services	6,345,278	11,192,300	9,491,700	-15.2%
Commodities	2,183,253	3,459,600	3,471,300	0.3%
Capital	15,509,575	20,195,600	12,188,000	-39.7%
Debt Service	20,037,895	9,402,300	9,102,600	-3.2%
Total	$71,808,549	$75,644,100	$66,631,200	-11.9%
Revenues Over (Under) Expenditures	(2,210,733)	(10,480,456)	(3,597,300)	
Ending Fund Balance	$48,459,156	$37,978,700	$34,381,400	-9.5%

2020 Budgeted Revenue by Source
Total All Funds $63.0 million



Revenues for all budgeted funds in the 2020 Budget are projected to decrease by 3.3% from the 2019 Estimated Budget. The three areas projecting decreases are: Grants (76.6%), Fines & Forfeitures (13.3%), and Special Assessments (7.8%). The Grants decrease is due to less County SMAC funded projects and shared costs from other jurisdictions for the Arterial street program. The projection for 2020 fines and forfeitures is lower due to lower actual collections in 2018. The principal debt balance of Special Assessment projects continue to decrease as no new special assessment debt has been assumed for several years. The Property Tax category reflects the largest increase, 5.8%. Some of the larger revenue categories are:

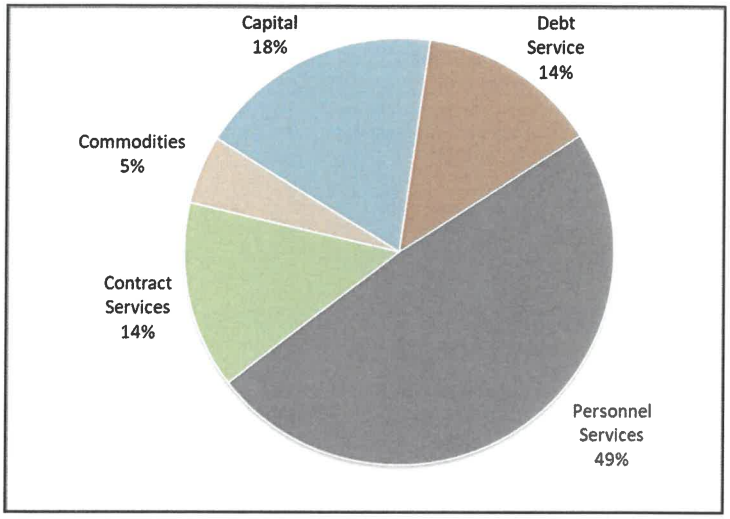
Property Tax, 40%: Total property taxes for 2020 are budgeted at $25,016,627 and comprises 40% of all City revenues. Staff is projecting a 5.83% increase in assessed valuation for 2020, and growth of 4.00% for 2021 and 3.10% thereafter. In early 2019, the County Appraiser projected that Leawood's market value had increased by 7.20% as compared to 5.01% last year. Using this information, when converted to assessed valuation, real property increased by 5.89%, as compared to 4.18% last year.

Sales and Use Taxes, 31%: Sales tax revenue represents 31% of total 2020 revenue. This category includes the 1-cent City sales tax, County sales tax, the 1/8-cent sales tax, City & County use taxes, and the .25 special county sales taxes. The 2019 Estimated Budget for both City and County sales and compensating use taxes are expected to increase 2.95% over the 2018 actuals. The 2020 Budget also anticipates that these areas will increase by 2.95% over the 2019 estimate; with 2.95% growth each year thereafter. The combined total for these areas is $19,283,510 in 2020.

Other Taxes, 8%: This category totals $5,368,491 in 2020 and comprises 8.0% of City revenues. Included are taxes on Motor Vehicles, the Gasoline Tax, and the Special Alcohol Tax. These revenue sources can be found in the General, Debt Service, Special Alcohol, Special Parks/Recreation and Special Highway Funds.

Franchise Fees, 6%: This category totals $3,515,000 in 2020, remaining unchanged from the 2019 estimate. Included are electricity, gas, telephone, cable and video franchise payments. This area is affected by several factors, such as weather, changes in rates, usage variances, and changes in technology and user demands.

2020 Budgeted Expenditures by Character
Total All Funds $66.6 million



Expenditures for all budgeted funds in the 2020 Budget are projected to decrease 11.9% from the 2019 Estimated Budget. Highlights of each of the budget categories are shown below followed by expenditure activity for departments on the next page.

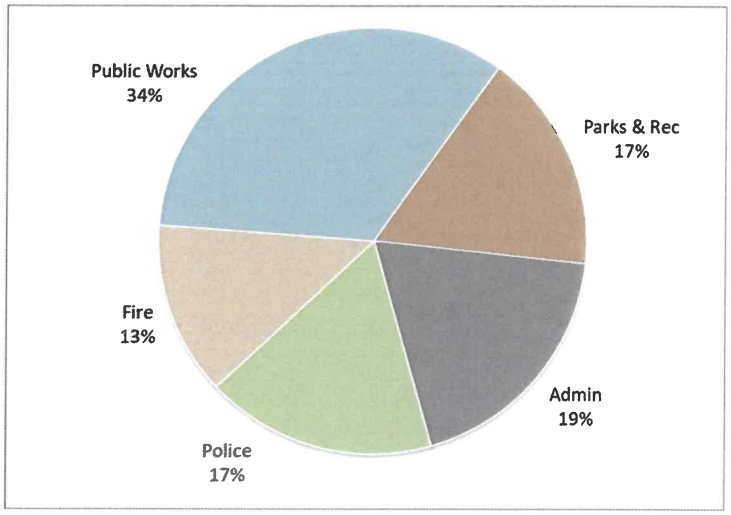
Personnel, 49%: Personnel Services will increase by 3.1% over the 2019 Estimated Budget, totaling $32,377,600 in 2020. A 3.9% factor has been applied to base wages to cover merits, promotions and career development changes. A market adjustment of 2% to 3% has been included in 2020 for Police Officer I, Police Officer II and Communications I positions. Also in 2020 are increases for health insurance, social security, unemployment payments, group life insurance, state pension plans and long-term disability plans.

Operating, 19%: Operating expenses, which include contractual services and commodities, has decreased by $1,705,500, or 11.6%, from the 2019 Estimated Budget. A large decrease, offset by new spending, is due to the proposed transfer of $2,255,300 in Transient Guest Tax receipts to the Economic Development fund in 2019. All types of building, vehicle, and liability insurance are expected to increase by $41,000, or 10.0%, from 2019. A total of $39,000 in new spending has been added to the 2020 Budget, including $4,000 for the commission for professional credentialing and $20,000 for a safety house and robot to be used for fire public education, both in the Fire Department; and $15,000 in Public Works for annual tree limb removal to be used as needed.

Capital, 18%: Capital costs are projected to decrease by 39.7%, or $8,007,600, from 2019. Within 2019 are projected sales tax collections to be transferred to the Economic Development and Public Safety funds ($2.2m); Park improvement projects ($2.1m); Arterial and Residential street projects ($7.0m); completion of the Fiber Technology project ($0.7m); storm repair projects ($4.3m); public art ($.4m); and vehicle/ equipment replacements ($2.3m). Planned 2020 pay-as-you-go capital purchases/improvements include $4,890,300 for arterial and residential street repairs; $2,736,500 in replacement vehicles/equipment; $2,271,500 for sales tax transfers to the special funds; $1,662,600 in City building, park, golf course repairs/maintenance; and $500,000 for stormwater projects.

Debt Service, 14%: Debt is projected to decrease by 3.2%, or $299,700 from the 2019 Estimated Budget. No new general obligation debt issuance is planned for 2019 and an issuance is planned for 2020 totaling $8,295,000, with the first payment beginning in 2021.

2020 Budgeted Expenditures by Program
Total All Funds $66.6 million



Administration & General Operations, 19%: Expenditures in these two areas are projected to be 15.0% lower or $2,225,600 less than 2019. The decrease is due to the anticipated transfer of the balance in the Transient Guest Tax fund to the Economic Development fund; and the completion of the fiber connectivity project. These decreases are offset by increases for building and liability insurance and anticipated wage and benefit increases.

Police, 17%: The Police Department projected expenditures will increase by $454,000, or 4.1%, from the 2019 estimate. This increase is due to wage and benefit changes, market adjustments for the Police Officer I and II and Communications I positions; the purchase of 4 new license plate readers; an increase in the boarding of prisoners; and higher vehicle replacement cost in 2020. These increases are offset by a reduction in the cost to board stray animals. Other planned expenditures include contractual and shared contracts; communication systems with other metropolitan agencies; utilities and operating costs for the Justice Center; gasoline and vehicle repairs; expendable equipment replacements; and officer training.

Fire, 13%: The Fire Department budget is $175,528 higher, or 2.0%, in 2020 over the 2019 estimate. Increases include $231,100 for planned wage and benefit changes; $4,000 for professional credentialing; and $20,000 for a public education safety house and a robot. These are offset by a planned decrease in expendable equipment replacements.

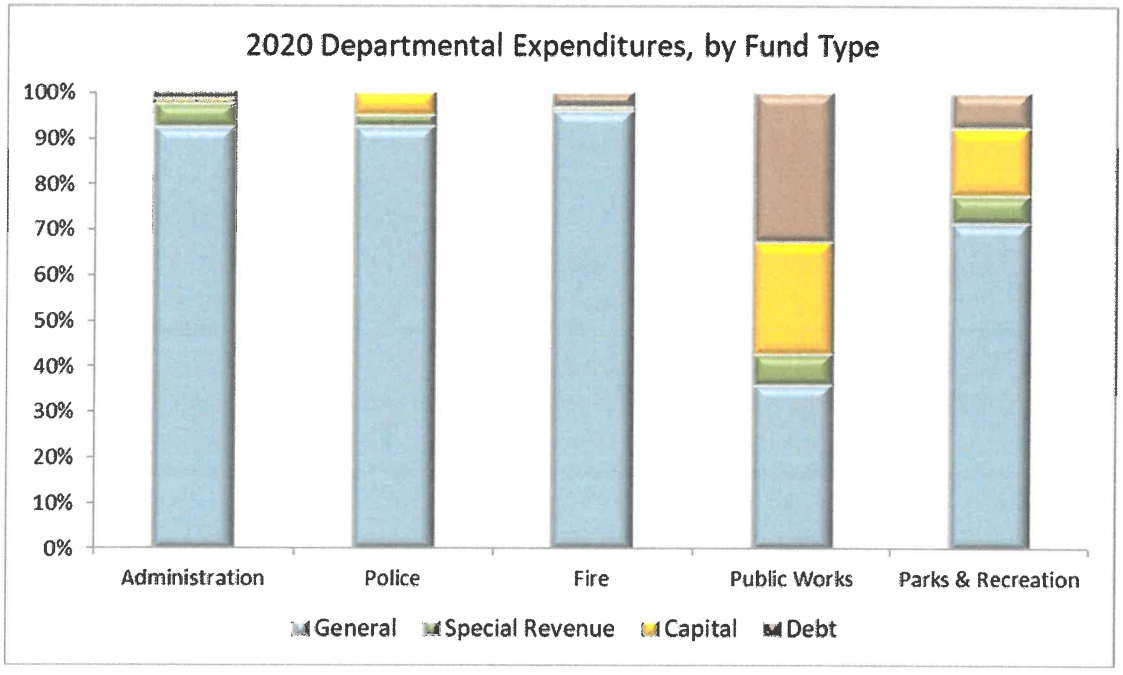
Public Works, 34%: The Public Works department is projecting a decrease of 24.4%, or $7,268,947, from 2019. Increases are included in 2020 for planned wage/benefit changes and higher operating expenses, such as expendable equipment and minor building repairs. New operating spending in 2020 includes $15,000 for annual tree limb removal and $190,000 for a covered brine system with saddle tanks for the trucks. Capital decreases from 2019 as expenses are higher in the Arterial & Residential Street programs and for the anticipated completion of several storm projects.

Parks & Recreation, 17%: A decrease of 1.3%, or $148,281, is reflected in Parks and Recreation from 2019. The largest decrease occurs in the Capital category for the completion of 2018 and 2019 citywide park improvements. This is offset by increases for planned wage & benefit changes; $87,000 to remove silt from Ironwoods Lake and $30,500 for an irrigation booster pump for Gezer Park.

City of Leawood

Budget Request by Department and Fund For Fiscal Year 2020

	Administration	Police	Fire	Public Works	Parks	Total
General	$18,020,000	$11,036,000	$ 8,432,400	$ 8,286,800	$ 7,964,400	$53,739,200
Special Alcohol	395,000	257,000	-	-	-	652,000
Special City Highway Fund	-	-	-	1,620,300	-	1,620,300
Special Parks & Rec Fund	-	-	-	-	685,600	685,600
Special Law Enforcement Fund	-	20,900	-	-	-	20,900
Special Transient Guest Tax Fund	594,500	-	-	-	-	594,500
City Equipment Fund	195,000	562,500	61,000	1,074,000	844,000	2,736,500
Street Improvement Fund	-	-	-	3,270,000	-	3,270,000
Capital Improvements Fund	-	33,000	-	300,000	677,000	1,010,000
1/8 Cent Sales Tax Fund	-	-	-	1,000,000	-	1,000,000
City Capital Art	-	-	-	-	123,000	123,000
Park Impact Fee	-	-	-	-	4,100	4,100
Public Art Impact Fee	-	-	-	-	-	-
135th St Corridor Impact Fee Fund	-	-	-	-	-	-
Debt Service Fund	291,381	-	278,035	7,421,297	853,487	8,844,200
TOTAL	***$19,495,881***	***$11,909,400***	***$ 8,771,435***	***$22,972,397***	***$11,151,587***	***$74,300,700***



Presentation* ***does* *include transfers in/out between funds.*

MAJOR REVENUE HIGHLIGHTS

The 2020 budget is based on projected receipts of taxes, fees and other revenues with a total of $63,033,900. Major categories of City revenue, the projection assumptions and methodology are as follows:

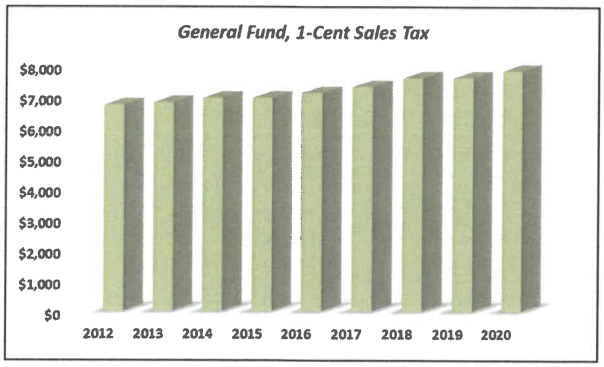
Ad Valorem Property Tax

Comprising 40% of City revenue, fiscal year 2020 ad valorem property tax receipts are estimated at $25,016,627. Property taxes are collected on the assessed valuation of taxable real and tangible personal property. The Office of the Johnson County Clerk provides the estimated assessed valuation used in budget preparation. The assessed valuation for the 2020 budget is projected to be $1,016,705,878 for Leawood, 5.83% higher than the 2019 certification of $960,713,383. Estimated projections are received from the County Clerk on June 15th and certified by year-end. The chart below graphically shows Leawood's assessed valuation.

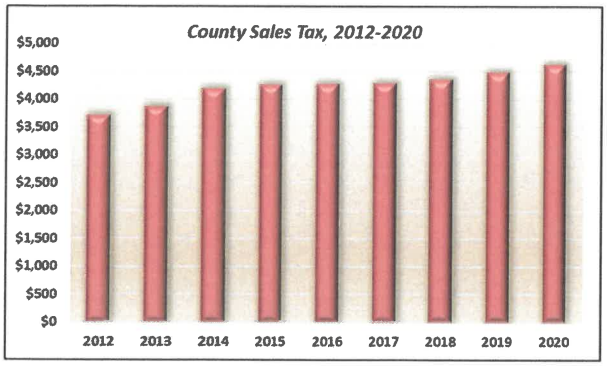
This revenue projection reflects property taxes for both the General and Debt Service funds. Based upon the projected assessed valuation, the mill levy is then calculated to provide the needed property tax revenue for each of these funds. In 2020, the General Fund portion is budgeted to increase from 17.940 mills to 19.110 mills, and conversely, the Debt Service Fund is budgeted to decrease from 6.584 mills to 5.414. The total mill levy for Leawood's 2020 budget is 24.524.

City Sales Tax

Comprising 16.0% of the General Fund revenues and being the second largest source of General Fund revenue, City sales tax receipts for 2020 are projected to be $7,814,400, an increase of 2.95% over the 2019 Estimated Budget. The original 2019 budget for the 1% City sales tax was $7,729,800. City sales tax collections for 2018 were $7,581,789, higher than projections by 1.0% and 4.0% more than the previous year collections.



County Retail Sales Tax



County retail tax collections are projected at $4,612,700 for 2020 or a 2.95% increase over the 2019 Estimated Budget of $4,480,500. Collections for 2018 were $4,352,255 or 1.9% higher than the 2017 receipts of $4,271,271.

1/8-Cent Sales Tax

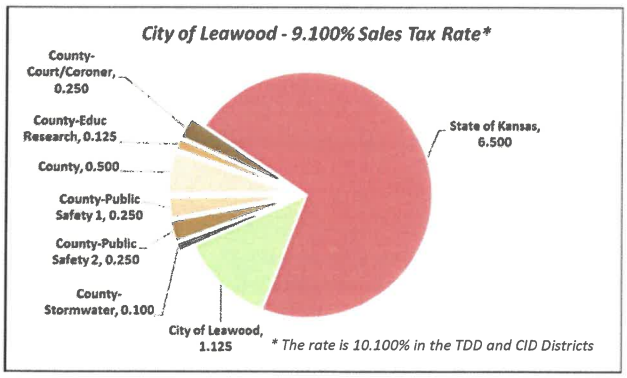
In July 2000, the City began collecting a 1/8-cent sales tax, which was to be used to accelerate repairs to residential streets and City stormwater projects. Initially this tax was effective for five years; voters approved an extension for five more years in August 2004 until 2010; and again in August 2008 for an additional five years until 2015. Another extension was approved in November 2014 extending it until 2021. In 2020, staff recommends $500,000 for accelerated street repairs and $500,000 for a portion of the SMAC storm project North of I-435, Mission Farms. The 2019 Estimated Budget includes five storm projects including completion of the Waterford storm and Patrician Woods storm projects; engineering of the N of I-435/Mission Farms project; 12600 Roe RCB improvements; and a joint storm project with Prairie Village, KS. In some cases, a carryover is reserved until the next year to ensure that funding is available for the total cost of a project, thus causing fluctuations year to year for these repairs.

Total Sales & Local Use Taxes

The total sales tax paid in Leawood is 9.100%. The City receives 1.125%. One percent to provide for City services and 0.125% for City street and stormwater repairs (1/8-Cent Sales Tax). In the Park Place TDD development district and the Camelot Court CID area, the total sales tax is 1% higher, or 10.100%. The additional sales tax is used to pay for transportation-related or infrastructure improvements in these TDD (Transportation Development District) or CID (Community Improvement District) designated areas.

The State of Kansas receives 6.500% of the total sales tax paid and Johnson County receives 1.475%. Of this, 0.85% provides for county services, stormwater, and public safety. Another 0.125% provides funds for the Johnson County Education Research Triangle. This partnership supports bioscience research and education at existing and planned University of Kansas and Kansas State University facilities in Johnson County, KS. There is no end date for this tax.

Another part is the 0.25% county Public Safety II sales tax, which originally began as an economic development sales tax in January 2003 and was renewed in September 2005 for three years. In August 2008, this sales tax was again approved by voters with no sunset provision. The last part of County sales tax is a 0.25% county Court-house/Coroner Facility sales tax, which began on April 1, 2017. The revenue from this tax will construct those two facilities for the County and will end on March 31, 2027. As with any County sales tax, cities receive a calculated portion. When received, the 0.25% Public Safety sales tax will be placed into the Public Safety fund; and the 0.25% county Courthouse/Coroner Facility sales tax will be placed into the Economic Development fund.



Included in the 2020 Budget is $19,283,510 for total sales taxes and $18,730,135 in the 2019 Estimated Budget. It is anticipated that all sales tax areas will increase by 2.95% from 2019 to 2020. The 2018 collections, of $18,403,286, were 5% higher than the 2017 collections.

Special Assessments

Special assessment revenue is the result of a compulsory levy made against certain properties to defray part of, or all of, the cost of a specific improvement deemed to primarily benefit those properties. Typically, the amount assessed each year to the property owners is the amount of the annual principal and interest debt due in that year. Once the assessment has been paid and received by the City, the debt payments can be made. Currently, the City has thirteen special assessment general obligation debt projects. The 2020-2024 Capital Improvement Program does not anticipate any future special assessment projects. The 2018 Budget includes $1,573,803 in special assessment revenue.

Gasoline Tax

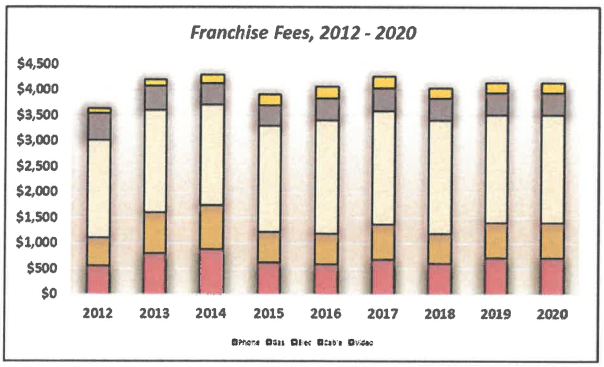
This revenue represents a distribution from the State. Currently, a 24-cent/gallon tax is charged on motor vehicle fuel and a 26-cent/gallon tax on special fuel. The collections are then divided among the County Equalization/Adjustment fund, the State Freeway fund, and the Special City and County Highway fund. From the amount allocated to the Special City and County Highway fund, 57% is allocated to Johnson County and the remaining 43% is distributed to the cities within the county, based on per capita. These funds are to be used specifically for street related expenditures and must be placed in a special revenue fund. The 2020 Budget has projected $945,250 for this revenue source, and $944,040 in 2019.

Alcohol Tax

The State levies a 10% surtax on the sale of all alcoholic beverages sold by any club, caterer or drinking establishment. Of the taxes paid within City limits, 70% are returned to the respective cities and must be allocated 1/3 each to each of the following funds: General, Special Park & Recreation and Special Alcohol. The amount in the Special Park & Recreation fund must be used for the purchase, establishment, maintenance or expansion of services, programs and facilities, all park related. The Special Alcohol portion can be used only for the purchase, establishment, maintenance or expansion of services, education, and programs on alcoholism and drug prevention. The 2020 Budget has projected a total of $1,625,043 for this revenue source, or $541,681 for each of the three funds. The projections are received from the League of Kansas Municipalities annually.

Franchise Fees

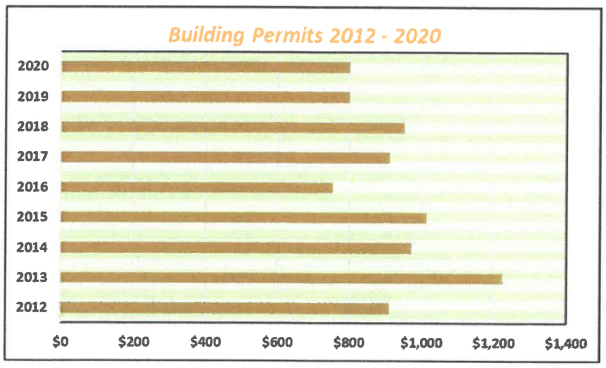
Franchise fees represent a tax levied on utility companies that service Leawood. The tax is based on the utility company's gross receipts and is typically passed onto the consumer. Currently the franchise fee levied on utility companies (telephone, electric, gas, cable, video franchise) is 5%. Comprising 5.6% of total revenues, this category totals $3,515,000 in both the 2020 and 2019 estimated budgets.



There is some uncertainty involved with these projections as they are based on a combination of rate increases, usage and weather conditions. Collections in 2018 were $3,520,426 and 3.5% lower than the 2017 receipts of $3,649,475.

Licenses and Permits

Licenses and Permits include a variety of building, occupation, and animal fees. The 2020 budget for this category is projected at $1,554,500 or 2.5% of total revenues. The 2019 estimated budget includes $1,548,500. The 2018 collections of $2,232,002 were 26% higher than the previous year collections of $1,777,601 primarily due to growth in both new commercial and multi-family total construction permits.



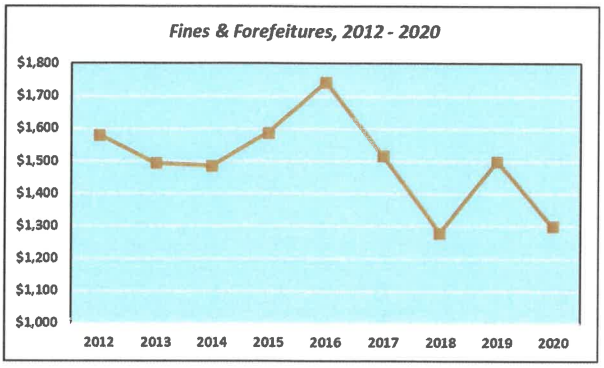
As the City's available land space continues to decrease, so will this revenue source. Collections for new construction, as realized over the last couple of years, will eventually diminish in future years. Revenue will then consist primarily of permits issued on remodels, reconstruction and maintenance-related repairs.

Charges for Services

This category reflects fees for park and recreation programs, including the Ironhorse Golf Club. The 2020 budget is $2,918,800, 1.8% higher than the 2019 estimate of $2,867,400 and slightly lower, 0.4%, less than the 2018 collections of $2,930,516. Collections in 2018 were 5.8% higher than 2017. Increases were realized in pool-related fees, nature center, sports, classes, Oxford School activities and golf, including rental revenue from the newly opened Ironhorse Golf Vista 154 event space.

Fines and Forfeitures

The 2020 Budget includes $1,300,000 for traffic and court-related fines, and $1,500,000 in 2019. A total of $1,281,332 was collected in 2018, 15.5% lower than the 2017 collections of $1,516,598.



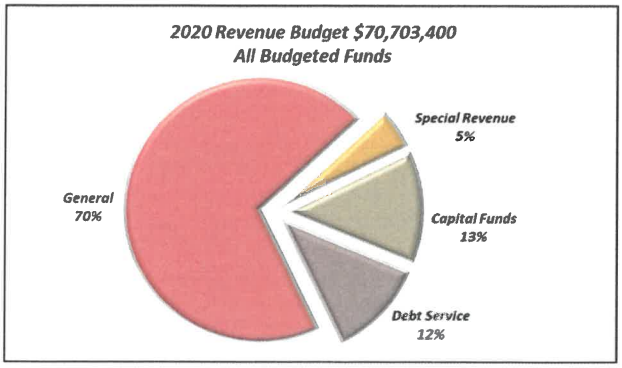
All Funds Revenue

General Fund revenue is projected to increase by 5.8% in 2020 primarily within property tax revenue due to the shift of more of the mill levy dedicated back to the General Fund. The Debt Service Fund projects a decrease of 10.2% due to less property tax and special assessment revenue. No change is expected in Special Revenue funds. The total of all Capital funds is expected to decrease by 4.8% in 2020 due to less County and/or other shared reimbursements for Arterial street projects. The graph below provides a visual view of the budgeted funds in the 2020 budget.

Revenues for all budgeted funds in the 2020 Budget are projected to decrease by 3.3% from the 2019 Estimated Budget. Three areas are projecting decreases: Grants (76.6%); Fines & Forfeitures (13.3%); and Special Assessments (7.8%). The Grants decrease is due to less County SMAC funded projects and shared costs from other jurisdictions for the Arterial street program. The projection for 2020 fines and forfeitures is lower due to lower actual collections in 2018. The principal debt balance of Special Assessment projects continue to decrease as no new special assessment debt has been assumed for several years. The Property category reflects the largest increase, 5.8%, due to anticipated growth in assessed valuation.

REVENUE SUMMARY, *All Budgeted Funds*

FUND	2018 Actual	2019 Estimate	2020 Budget	% Change
General Purpose	$43,778,221	$47,011,018	$49,718,100	*5.8%*
Special Revenue Funds				
Special Alcohol	529,843	549,046	547,100	*-0.4%*
Special City St/Hwy	1,808,465	1,613,243	1,615,300	*0.1%*
Special Parks/Rec	531,436	550,105	547,100	*-0.5%*
Special Law Enforce	1,263	439	500	*13.9%*
Transient Guest Tax	346,588	601,273	594,500	*-1.1%*
	$3,217,595	$3,314,106	$3,304,500	*-0.3%*
Capital Project Funds				
City Equipment	1,665,905	1,349,098	2,859,000	*111.9%*
Street Improvements	1,033,551	3,614,008	2,955,000	*-18.2%*
Capital Improvements	1,118,590	1,120,922	2,625,000	*134.2%*
1/8 Cent Sales Tax	961,157	3,807,079	990,900	*-74.0%*
City Capital Art	71,474	52,883	42,500	*-19.6%*
Park Impact	20,290	3,030	100	*-96.7%*
Public Art Impact	20,870	2,775	2,800	*0.9%*
135th St Corridor Impact	142,471	2,737	2,800	*2.3%*
	$5,034,308	$9,952,532	$9,478,100	*-4.8%*
Debt Service	$21,480,523	$9,133,388	$8,202,700	*-10.2%*



The City continues to have a diversified revenue base. The largest category, 40%, comes from property taxes; followed by sales taxes of 31%; and lastly other governmental revenue of 29%, which includes franchise fees, licenses, permits and charges for services.

SALES TAX HISTORY

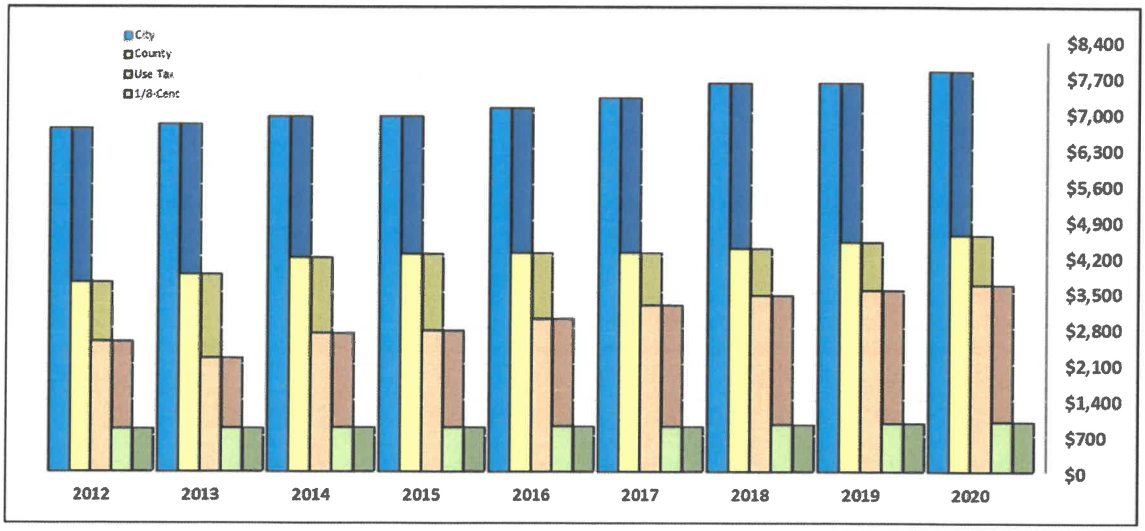
SALES TAX RATE - *LEAWOOD, KS*	
(Excludes Special Districts)	
State of Kansas	6.500%
Leawood, KS	1.000%
1/8 Cent Sales Tax	0.125%
Johnson County	0.500%
Stormwater	0.100%
Public Safety	0.250%
Public Safety II	0.250%
Education Research Triangle	0.125%
County Court/Coroner Facility	0.250%
	9.100%

The City levies a 1.125-cent local option sales and use tax on all applicable goods and services purchased or provided within the City. The total sales tax paid in Leawood, excluding the special districts, is 9.100%. Besides the City's 1.125-cent tax, the State levies a 6.500-cent tax, Johnson County levies a 1.350-cent tax, and the Johnson County Education Research Triangle levies a 0.125-cent tax. The City has two special districts: one Transportation Development District (TDD); and one Community Improvement District (CID) each of which levies an additional 1.00% sales tax.

The City currently has 2 designated Special Districts:	
Park Place TDD	10.100%
Camelot Court CID	10.100%

Year	City Retail Sales Tax 1%	County Retail Sales Tax	1/8-Cent Sales Tax	City Compensating Use Tax	County Compensating Use Tax	County Public Safety II .25% Tax**	County County/Coroner .25% Tax**	TOTAL *
2012	$6,698,189	$3,696,437	$836,321	$1,872,628	$667,008	$872,691	$0	**$14,643,274**
2013	$6,778,035	$3,851,224	$845,979	$1,529,316	$687,942	$907,835	$0	**$14,600,331**
2014	$6,926,500	$4,177,979	$863,059	$1,908,175	$795,244	$994,049	$0	**$15,662,006**
2015	$6,932,102	$4,244,596	$863,362	$1,928,293	$820,996	$1,013,173	$0	**$15,802,522**
2016	$7,092,955	$4,267,284	$884,323	$2,108,032	$874,574	$1,028,374	$0	**$16,255,542**
2017	$7,293,234	$4,271,271	$878,052	$2,344,737	$903,983	$1,035,053	$790,542	**$17,516,872**
2018	$7,581,789	$4,352,255	$917,858	$2,510,728	$928,397	$1,056,133	$1,056,127	**$18,403,287**
2019 Est	$7,589,900	$4,480,500	$944,900	$2,584,800	$955,600	$1,087,200	$1,087,200	**$18,730,100**
2020 Bud	$7,814,400	$4,612,700	$972,800	$2,661,000	$984,000	$1,119,300	$1,119,300	**$19,283,500**

* *Not included in the total are the 1-cent sales tax projections for the City's two Special Districts.*
* * *These funds are placed into non-budgeted capital funds and reserved for public safety expenditures and/or economic development.*

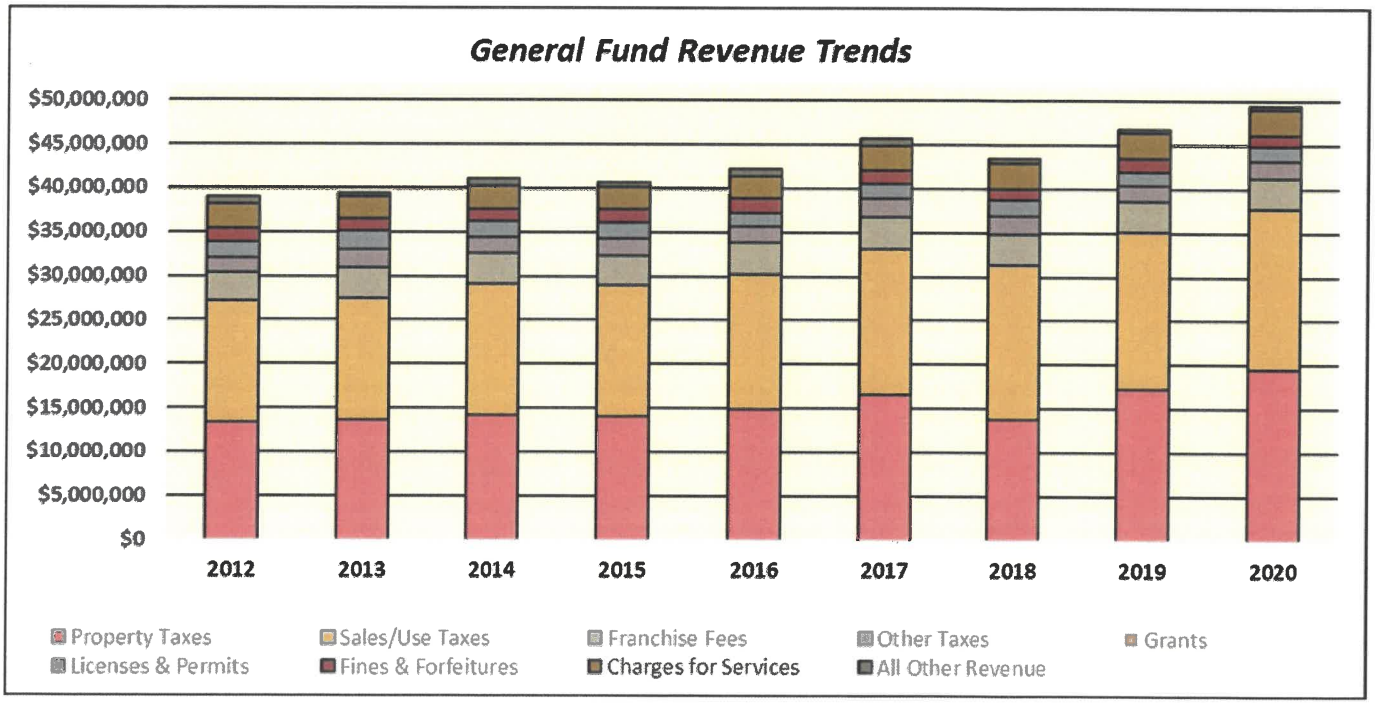


City sales and City compensating use taxes are a major source of revenue for the City. Without it, the City mill levy would have to increase 10.30 mills in 2020 to compensate for lost revenues or City-provided services would need to be reduced.

GENERAL FUND REVENUES

The General Fund revenues are projected to increase 5.8% from the 2019 estimate to a total of $49,746,400 in 2020. The only category showing a decrease is Fines & Forfeitures. The largest increase is reflected in the All Other category primarily for anticipated growth in interest income. Other increases are planned in interest income and sales/use taxes. The General Fund revenues are as follows:

Category	*2018 Actual*	*2019 Estimate*	*2020 Budget*	*% Change*
Property Taxes	$ 13,806,911	$ 17,282,118	$ 19,475,034	12.7%
Sales/Use Taxes	17,485,428	17,785,200	18,310,700	3.0%
Franchise Fees	3,520,426	3,515,000	3,515,000	0.0%
Other Taxes	2,107,423	1,854,766	1,935,400	4.3%
Grants	4,851	0	0	0.0%
Licenses & Permits	1,805,153	1,548,500	1,554,500	0.4%
Fines & Forfeitures	1,280,402	1,500,000	1,300,000	-13.3%
Charges for Services	2,930,516	2,867,400	2,918,800	1.8%
All Other	590,111	406,034	479,996	18.2%
Transfers In	247,000	252,000	257,000	2.0%
Total	***$ 43,778,221***	***$ 47,011,018***	***$ 49,746,400***	***5.8%***

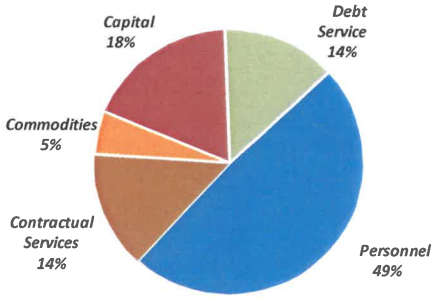


EXPENDITURE HIGHLIGHTS

Total expenditures, for all funds, are expected to be $66,631,200 in 2020. Total governmental expenditures for 2020 are budgeted as follows:

EXPENDITURE SUMMARY, *All Budgeted Funds*

DEPARTMENT	2018 Actual	2019 Estimate	2020 Budget	% Change
General Government				
General Operations	$21,564,413	$7,461,581	$5,946,381	-20.3%
City Administration	543,644	659,800	623,300	-5.5%
Finance	746,081	837,900	906,100	8.1%
Information Services	1,158,434	2,124,900	1,322,300	-37.8%
Human Resources	583,642	667,900	684,300	2.5%
Legal Services	488,805	579,300	589,500	1.8%
Municipal Court	585,800	728,000	735,400	1.0%
Community Development	1,516,249	1,749,200	1,776,100	1.5%
	$27,187,068	*$14,808,581*	*$12,583,381*	-15.0%
Public Safety				
Police	$9,888,668	$11,198,400	$11,652,400	4.1%
Fire	7,906,055	8,595,907	8,771,435	2.0%
	$17,794,723	*$19,794,307*	*$20,423,835*	3.2%
Public Works	*16,515,179*	*29,741,344*	*22,472,397*	-24.4%
Parks & Recreation	*10,311,579*	*11,299,868*	*11,151,587*	-1.3%
TOTAL BUDGETED FUNDS	***$71,808,549***	***$75,644,100***	***$66,631,200***	-11.9%



EXPENDITURE SUMMARY, *All Budgeted Funds*

By CHARACTER	2018 Actual	2019 Estimate	2020 Budget	% Change
Personnel	27,732,548	31,394,300	32,377,600	3.1%
Contractual Services	6,345,278	11,192,300	9,491,700	-15.2%
Commodities	2,183,253	3,459,600	3,471,300	0.3%
Capital	15,509,575	20,195,600	12,188,000	-39.7%
Debt Service	20,037,895	9,402,300	9,102,600	-3.2%
TOTAL BUDGETED FUNDS	***$71,808,549***	***$75,644,100***	***$66,631,200***	-11.9%

Expenditures in General Operations and Administration are projected to be 15.0% lower or $2,225,600 less than 2019. The decrease is due to the anticipated transfer of the balance in the Transient Guest Tax fund to the Economic Development fund; and the completion of the fiber connectivity project. These decreases are offset by increases for building and liability insurance and anticipated wages and benefits.

The Police Department projected expenditures will increase by $437,800, or 3.9%, from the 2019 estimate. This increase is due to wage and benefit changes, market adjustments for the Police Officer I and II and Communications I positions; the purchase of 4 new license plate readers; an increase in the boarding of prisoners; and higher vehicle replacement cost in 2020. These increases are offset by a reduction in the cost to board stray animals.

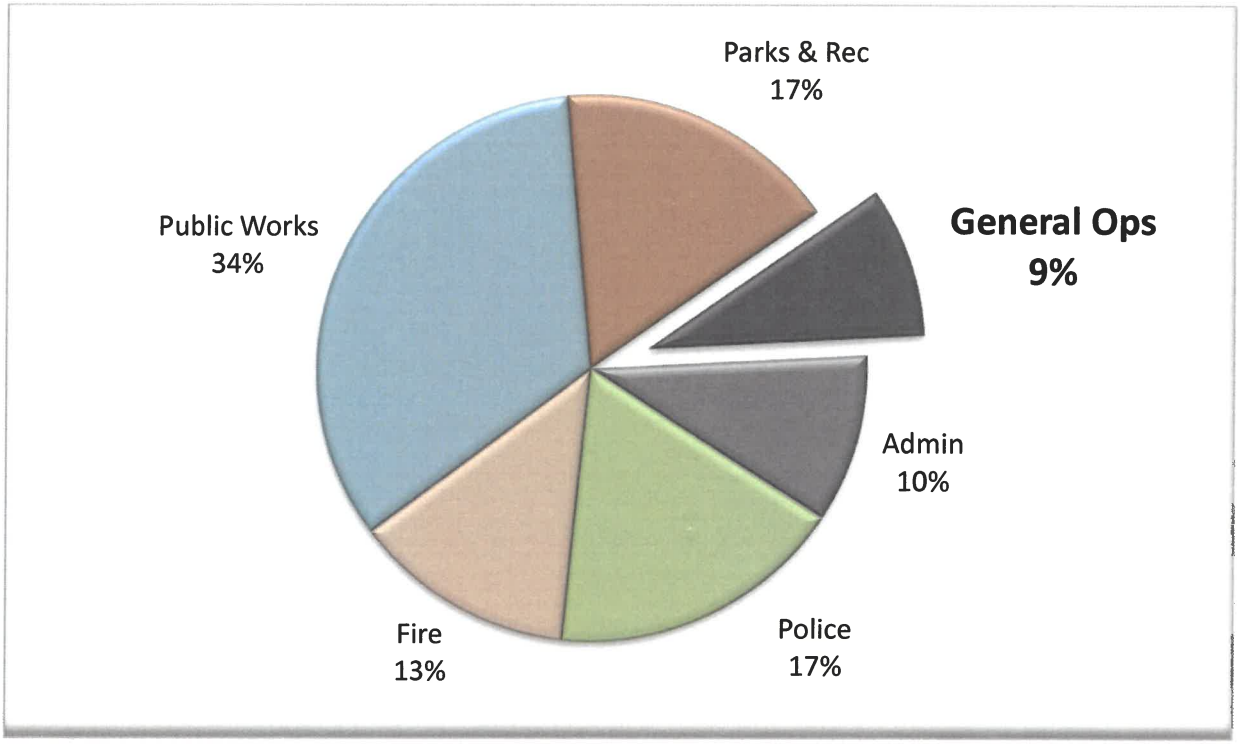
The Fire Department budget is $175,528 higher, or 2.0%, in 2020 over the 2019 estimate. Increases include $231,100 for planned wage and benefit changes; $4,000 for professional credentialing; and $20,000 for a public education safety house and a robot. These are offset by a planned decrease in expendable equipment replacements.

The Public Works department is projecting a decrease of 24.4%, or $7,268,947, from 2019. Increases are included in 2020 for planned wage/benefit changes and higher operating expenses, such as expendable equipment and minor building repairs. New operating spending in 2020 includes $15,000 for annual tree limb removal and $190,000 for a covered brine system with saddle tanks for the trucks. Capital decreases from 2019 as expenses are higher in the Arterial & Residential Street programs and for the anticipated completion of several storm projects.

A decrease of 1.3%, or $148,281, is reflected in Parks and Recreation from 2019. The largest decrease occurs in the Capital category for the completion of 2018 and 2019 citywide park improvements. This is offset by increases for planned wage & benefit changes; $87,000 to remove silt from Ironwoods Lake and $30,500 for an irrigation booster pump for Gezer Park.

General Operations

Budget: $5.9M Elected Officials: 9



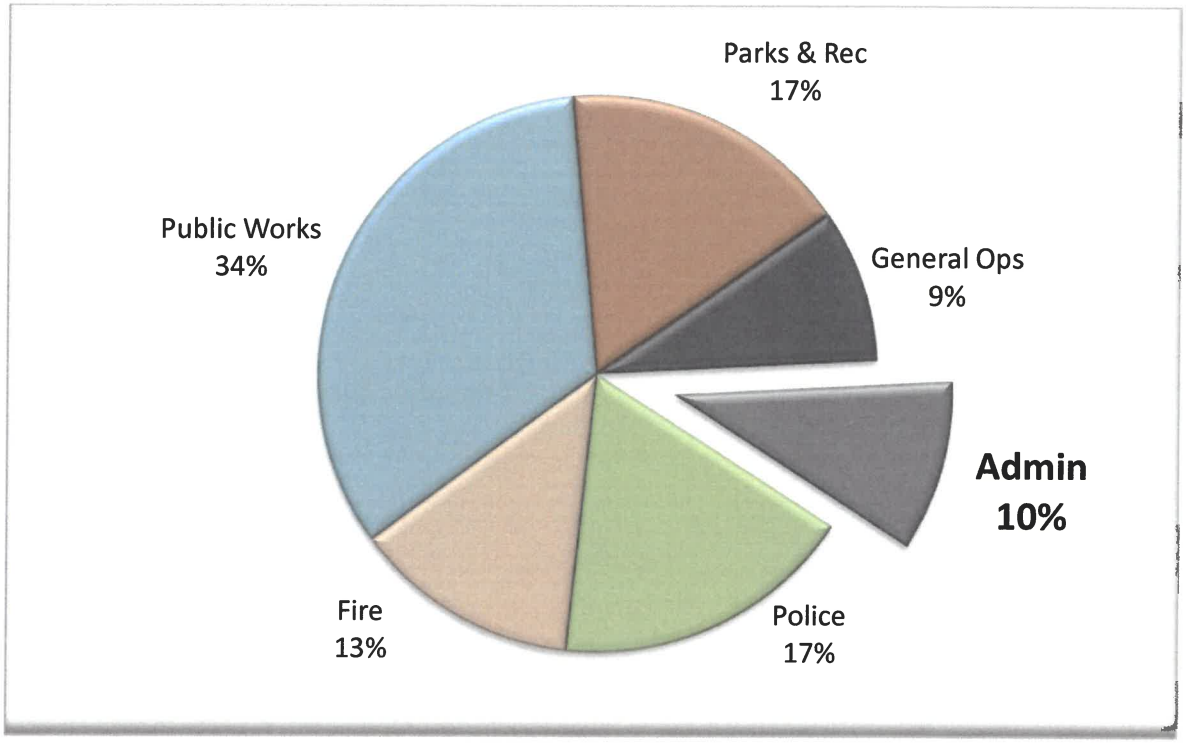
General Operations establishes policies, goals, and objectives to direct the staff in the provision of quality services to the public. Provides leadership, represents the City's best interests and encourages effective and timely action to achieve stated objectives. Seeks ways to encourage and expand citizen participation in local government. Accounts for citywide expenditures associated with multiple programs or departments.

Council Priorities

- *To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.*
- *To promote development that sustains rather than depletes the community, that is fiscally sound, that contributes to a high quality of life, and that nourishes the community.*
- *To protect Leawood residents, visitors and businesses by providing quality police and homeland security services. To preserve life and property through excellence in training, community risk management, emergency preparedness and rapid emergency services response.*
- *To maintain the current infrastructure and to provide the highest quality new improvements where economic benefits clearly justify new investment.*
- *To promote a community that offers family-oriented activities and recreational and cultural opportunities that encourages and enhances the quality of life for citizens.*

ADMINISTRATION

Budget: $6.6M Positions: 43.18



Council Priorities

To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

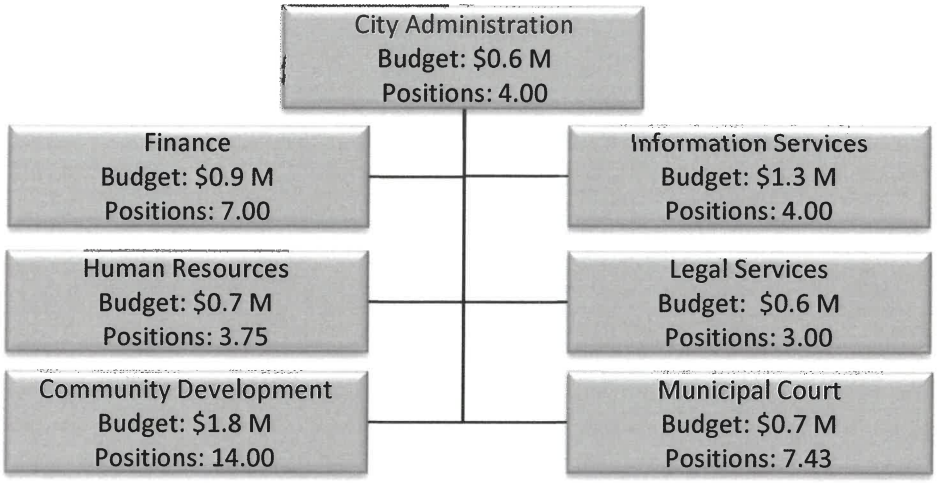
To promote development that sustains rather than depletes the community, that is fiscally sound, that contributes to a high quality of life, and that nourishes the community.

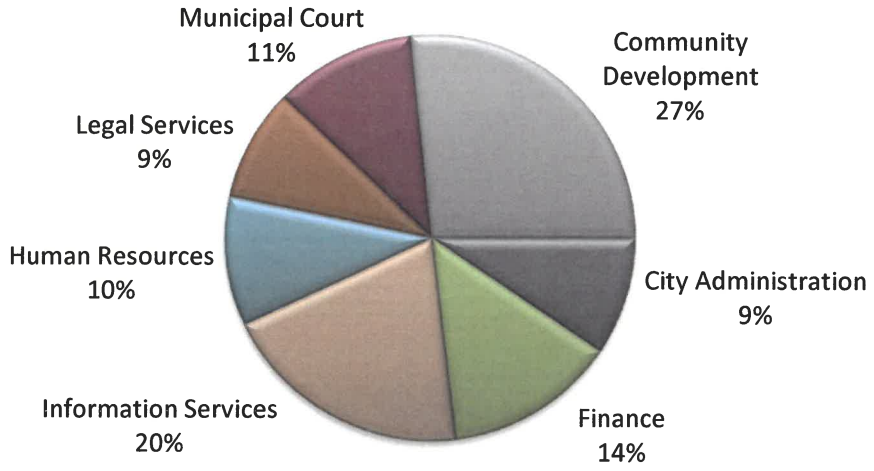
Governing Body Goals For 2021-2025

- *Review notice requirements for residential building activity via home owners associations; HOA [2017].*
- *Evaluate new home building codes with other Johnson County cities [2017].*
- *Review fence permit procedures with area cities [2017].*
- *Plan Martin Luther King (MLK) recognition [2019].*
- *Explore possible public use of former Parks Facility before sale of property [2019].*
- *Evaluate land-use options for remaining undeveloped portion of City-owned property at 117th and Tomahawk Creek Parkway [2013].*
- *Evaluate feasibility/scope of Activity Center at Town Center Drive and Roe Avenue [2015].*

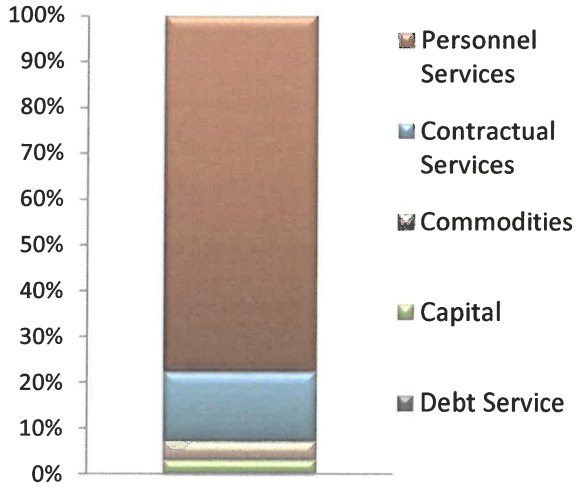
ADMINISTRATION

Budget: $6.6M Positions: 43.18

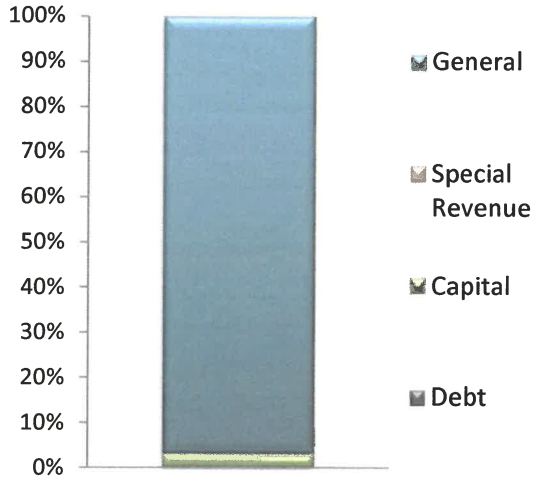




By Character



By Fund Type



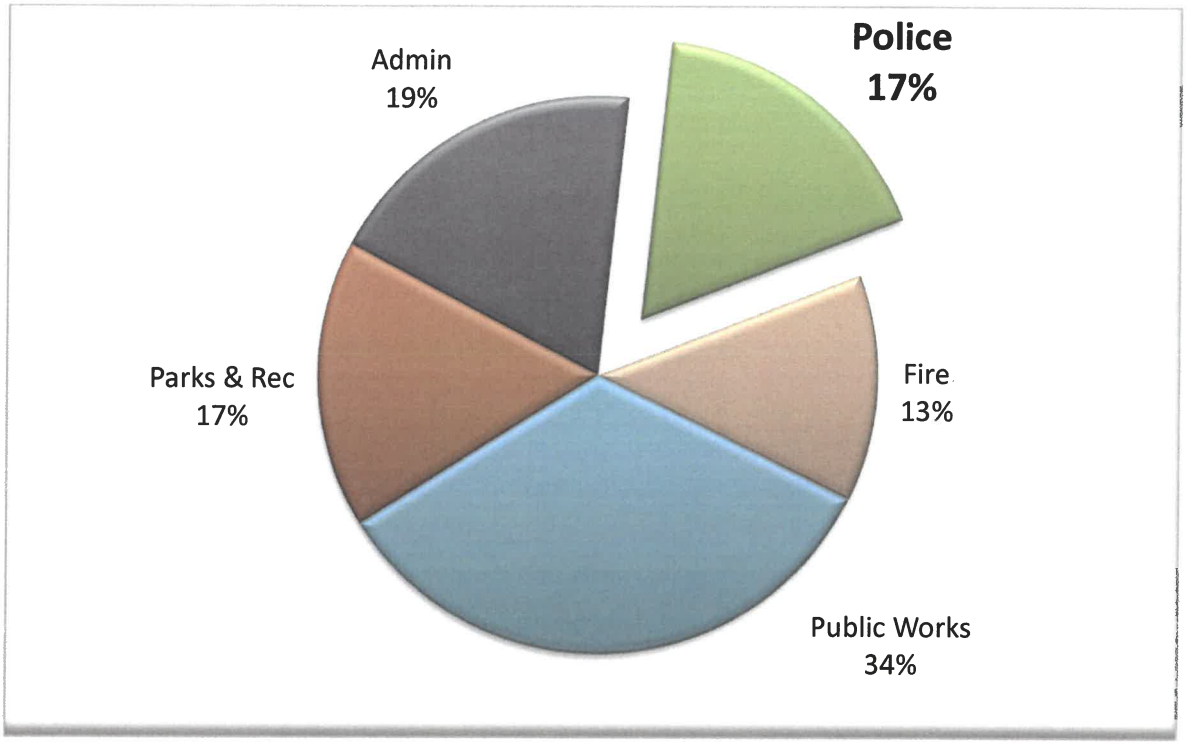
ADMINISTRATION

Budget: $6.6M Positions: 43.18

	2018 Actual	2019 Budget	2019 Estimate	2020 Budget
Expenditures by Department				
City Administration	543,644	655,200	659,800	623,300
Finance	746,081	841,100	837,900	906,100
Information Services	1,158,434	1,339,400	2,124,900	1,322,300
Human Resources	583,642	670,000	667,900	684,300
Legal Services	488,805	565,100	579,300	589,500
Municipal Court	585,800	700,100	728,000	735,400
Community Development	1,516,249	1,688,700	1,749,200	1,776,100
Total	$5,622,655	$6,459,600	$7,347,000	$6,637,000
Expenditures by Character				
Personnel Services	4,379,484	4,952,200	5,003,600	5,161,400
Contractual Services	803,407	980,400	993,700	1,009,200
Commodities	240,429	332,000	332,400	271,400
Capital	199,335	195,000	1,017,300	195,000
Debt Service	-	-	-	-
Total	$5,622,655	$6,459,600	$7,347,000	$6,637,000
Expenditures by Fund Type				
General	5,423,320	6,264,600	6,329,700	6,442,000
Special Revenue	-	-	-	-
Capital	199,335	195,000	1,017,300	195,000
Debt	-	-	-	-
Total	$5,622,655	$6,459,600	$7,347,000	$6,637,000
Full-Time Equivalents	43.68	43.68	43.18	43.18
Exhibit: Revenue by Program				
City Clerk *(Liquor Licenses)*	15,375	15,500	15,500	15,500
Finance *(Occupational & Animal)*	307,894	310,000	310,000	310,000
Municipal Court *(Fines)*	1,280,402	1,500,000	1,500,000	1,300,000
Planning *(Zoning)*	22,650	19,000	19,000	20,000
Codes *(Bldg Permits/Fees/Review)*	1,182,070	886,000	986,000	991,000
Total	$2,808,391	$2,730,500	$2,830,500	$2,636,500

POLICE

Budget: $11.7M Positions: 84.23



Council Priorities

To protect Leawood residents, visitors and businesses by providing quality police and homeland security services.

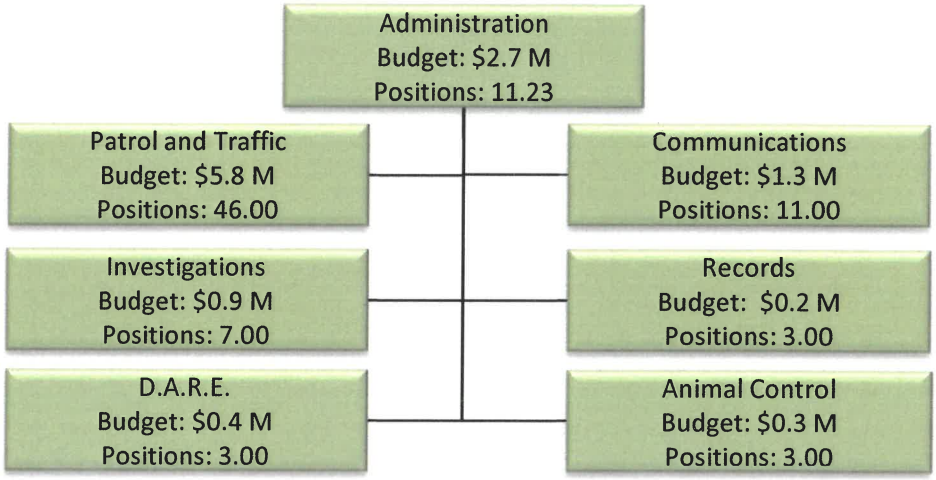
To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

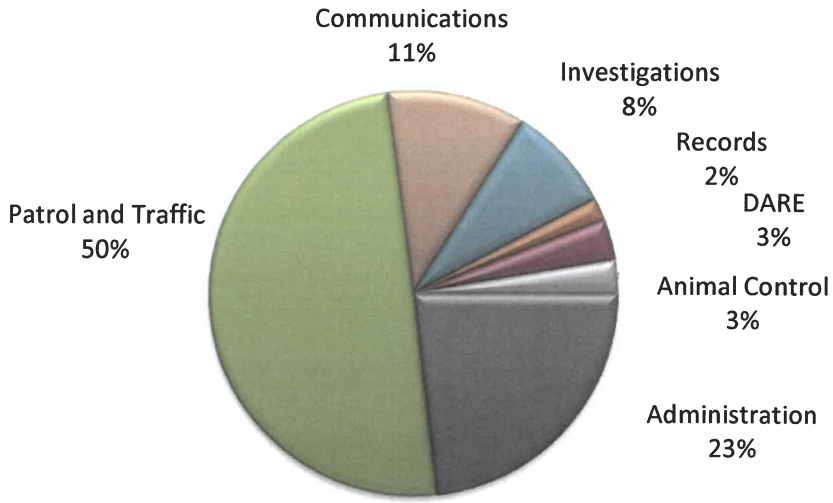
Governing Body Goals For 2021-2025

- *Evaluate pedestrian traffic management at Cure of Ars with Prairie Village and Cure of Ars [2018].*
- *Complete main routes to schools [2017].*
- *Continue to protect Leawood residents, visitors and businesses by providing quality police and homeland security services.*

POLICE

Budget: $11.7M Positions: 84.23





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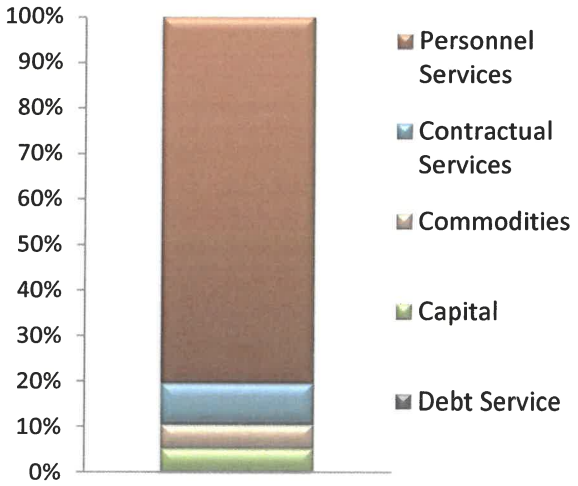
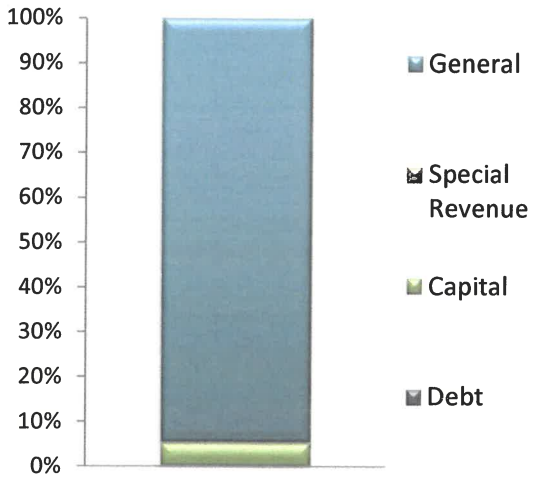


By Fund Type



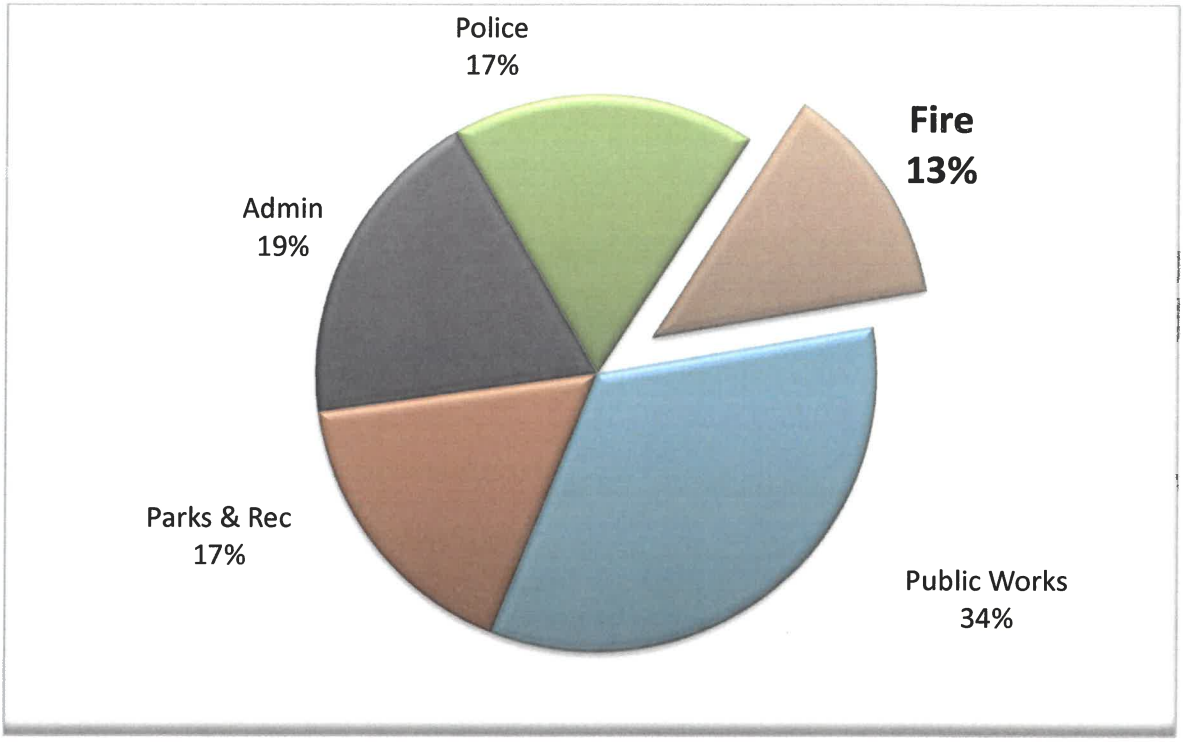
POLICE

Budget: $11.7M Positions: 84.23

	2018 Actual	2019 Budget	2019 Estimate	2020 Budget
Expenditures by Program				
Administration	2,413,710	2,636,400	2,735,200	2,690,500
Patrol and Traffic	4,583,351	5,612,700	5,431,700	5,798,600
Communications	1,123,816	1,270,200	1,256,800	1,287,400
Investigations	943,333	964,000	877,200	979,900
Records	164,815	194,900	192,900	206,900
DARE	376,376	358,600	377,800	379,500
Animal Control	283,265	332,800	326,800	309,600
Total	$9,888,666	$11,369,600	$11,198,400	$11,652,400
Expenditures by Character				
Personnel Services	8,197,524	9,377,300	9,099,600	9,377,200
Contractual Services	721,770	1,052,400	1,053,400	1,065,300
Commodities	404,781	577,400	610,400	614,400
Capital	564,591	362,500	435,000	595,500
Debt Service	-	-	-	-
Total	$9,888,666	$11,369,600	$11,198,400	$11,652,400
Expenditures by Fund Type				
General	9,323,450	11,000,200	10,756,500	11,036,000
Special Revenue	625	6,900	6,900	20,900
Capital	564,591	362,500	435,000	595,500
Debt	-	-	-	-
Total	$9,888,666	$11,369,600	$11,198,400	$11,652,400
Full-Time Equivalents	84.23	84.23	84.23	84.23
Commissioned Officers	*61.00*	*61.00*	*62.00*	*62.00*
Exhibit: Revenue by Program				
Alarm Fees	68,202	25,000	6,000	6,000
Animal Control/Shelter Fees	1,565	2,700	1,500	1,500
Dare/SRO Reimbursement	247,000	252,000	252,000	257,000
School Resource Fees	61,065	30,000	50,000	50,000
Total	$377,832	$309,700	$309,500	$314,500

FIRE

Budget: $8.8M Positions: 54.49



Council Priorities

To protect and preserve life and property through excellence in training, community risk management, emergency preparedness and rapid emergency services response.

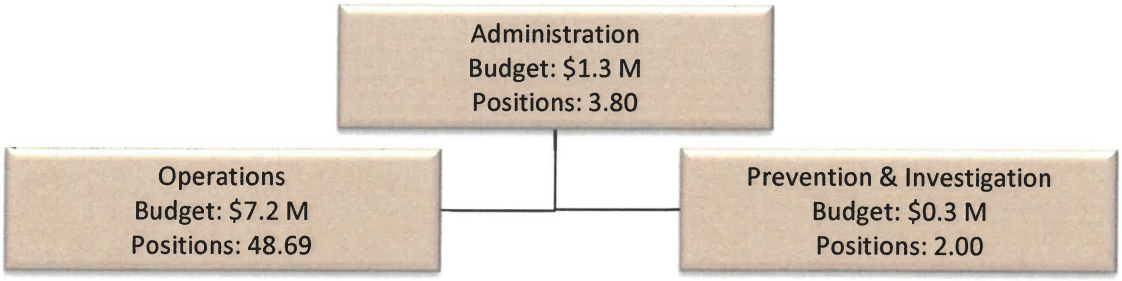
To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

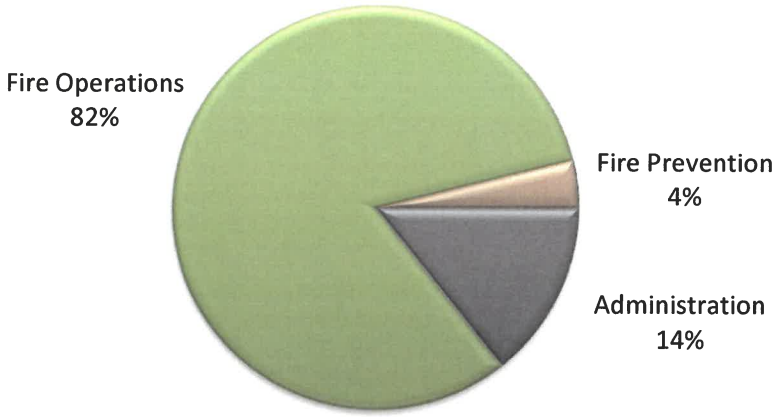
Governing Body Goals For 2021-2025

- *Evaluate new home building codes with other Johnson County cities [2017].*
- *To preserve life and property through excellence in training, community risk management, emergency preparedness and rapid emergency services response.*

FIRE

Budget: $8.8M Positions: 54.49





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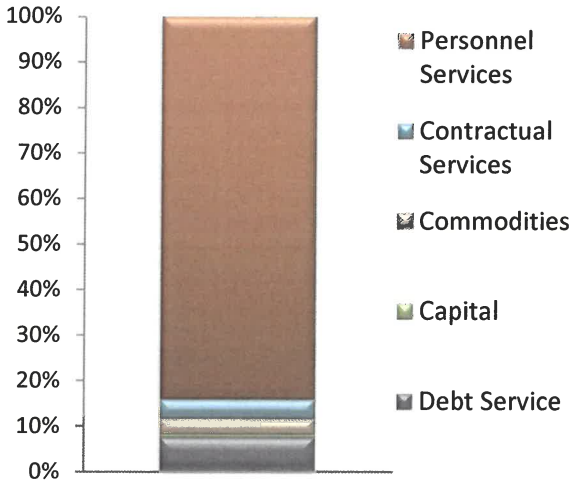
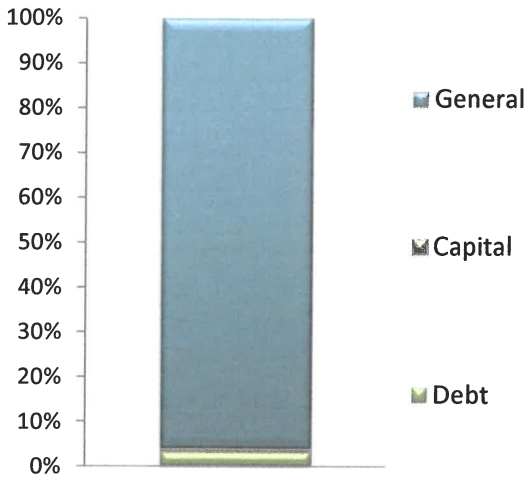


By Fund Type



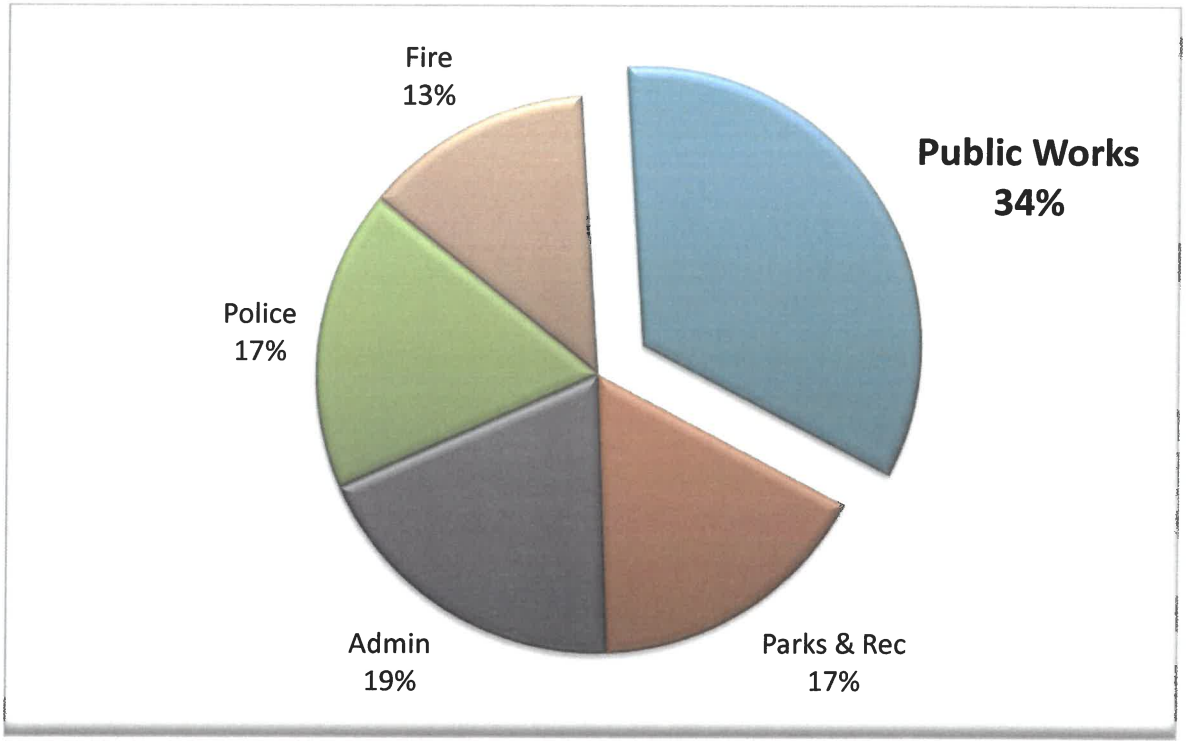
FIRE

Budget: $8.8M Positions: 54.49

	2018 Actual	2019 Budget	2019 Estimate	2020 Budget
Expenditures by Program				
Administration	1,431,525	1,235,107	1,290,207	1,246,435
Fire Operations	6,217,270	6,758,900	7,005,900	7,190,000
Fire Prevention	257,260	303,600	299,800	335,000
Total	$7,906,055	$8,297,607	$8,595,907	$8,771,435
Expenditures by Character				
Personnel Services	6,479,122	7,016,500	7,148,700	7,379,800
Contractual Services	281,912	353,000	352,800	373,300
Commodities	149,853	311,000	317,000	302,900
Capital	400,570	49,000	209,300	61,000
Debt Service	594,598	568,107	568,107	654,435
Total	$7,906,055	$8,297,607	$8,595,907	$8,771,435
Expenditures by Fund Type				
General	7,182,752	7,952,500	8,090,500	8,432,400
Special Revenue	-	-	-	-
Capital	400,570	49,000	209,300	61,000
Debt	322,733	296,107	296,107	278,035
Total	$7,906,055	$8,297,607	$8,595,907	$8,771,435
Full-Time Equivalents	53.49	54.49	54.49	54.49

PUBLIC WORKS

Budget: $22.5M Positions: 49.71



Council Priorities

To maintain the current infrastructure and to provide the highest quality new improvements where economic benefits clearly justify new investment.

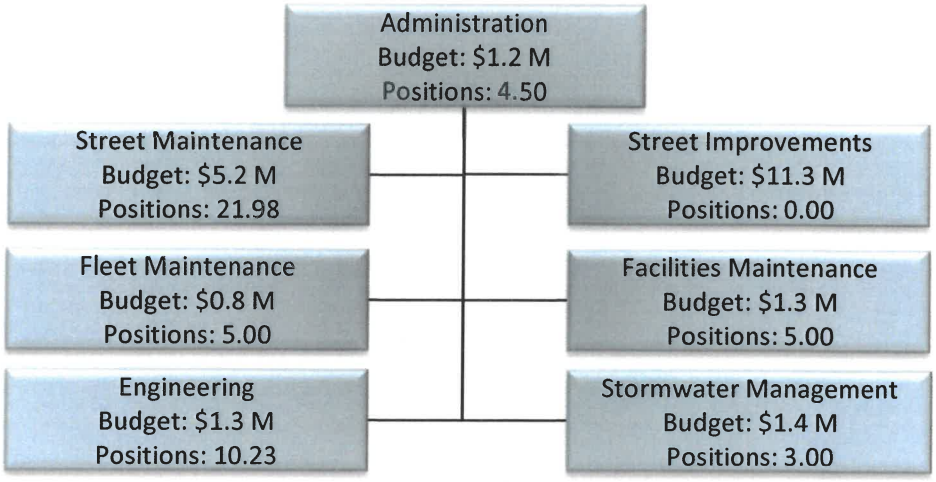
To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

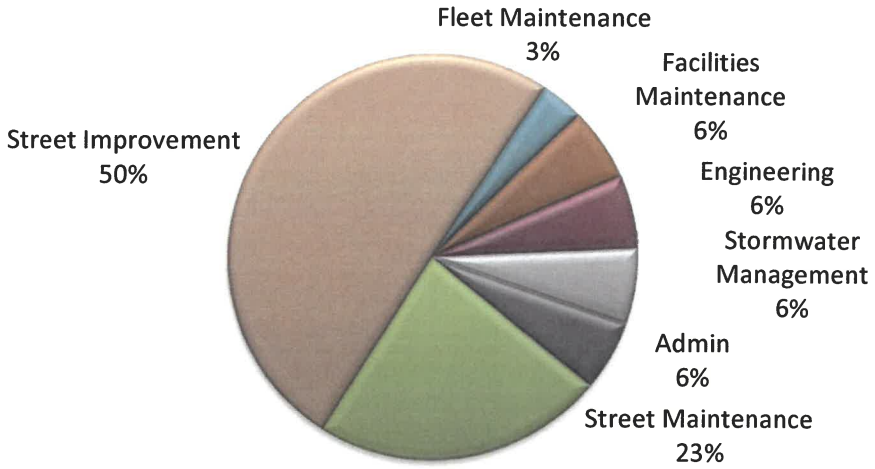
Governing Body Goals For 2021-2025

- *Integrate upgrades and new improvements to City's trail system from Roe Ave to Tomahawk Creek Pkwy and pedestrian crossing through median [2018].*
- *Feasibility of installing signage at City entrances, including I-435 Highway east and westbound on City property [2018].*
- *Cure of Ars streets and sidewalk improvement [2017].*
- *Evaluate pedestrian traffic management at Cure of Ars with Prairie Village and Cure of Ars [2018].*
- *Develop strategy for undergrounding of power lines [2018].*
- *Incentivize private sector for LEED-certified criteria [2019].*

PUBLIC WORKS

Budget: $22.5M Positions: 49.71





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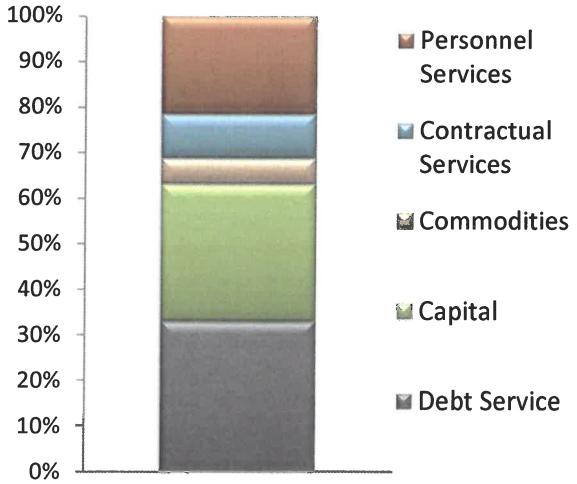
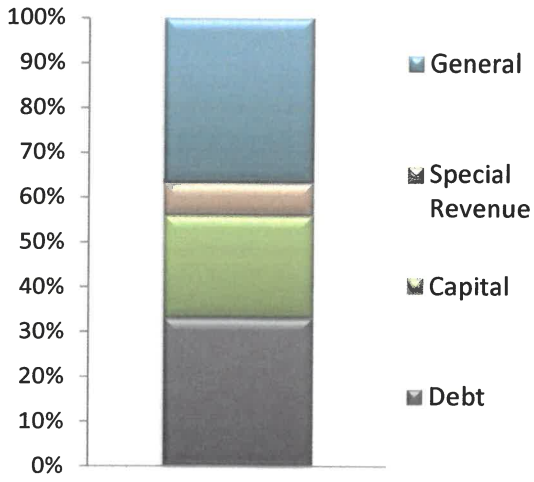


By Fund Type



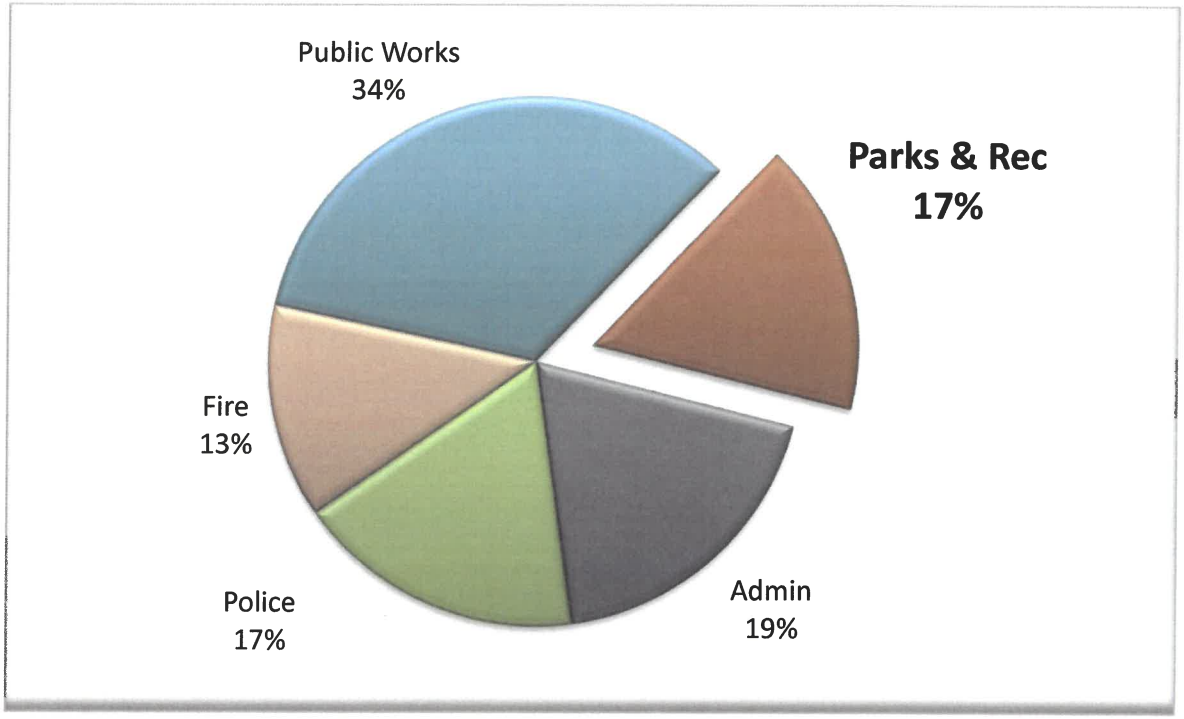
PUBLIC WORKS

Budget: $22.5M Positions: 49.71

	2018 Actual	2019 Budget	2019 Estimate	2020 Budget
Expenditures by Program				
Administration	1,106,198	1,256,900	1,411,564	1,246,350
Street Maintenance	3,058,072	5,226,700	5,167,800	5,190,000
Street Improvement	8,801,559	10,816,628	13,824,464	11,327,834
Fleet Maintenance	586,318	856,900	707,600	750,100
Facilities Maintenance	1,208,881	1,273,100	2,131,700	1,297,000
Engineering	913,525	1,209,600	1,334,200	1,313,400
Stormwater Management	840,626	2,776,416	5,164,016	1,347,713
Total	$16,515,179	$23,416,244	$29,741,344	$22,472,397
Expenditures by Character				
Personnel Services	4,089,050	4,740,300	4,773,700	4,839,100
Contractual Services	1,429,806	2,144,800	2,366,900	2,169,100
Commodities	692,850	1,266,300	1,283,200	1,278,600
Capital	2,280,229	7,384,000	13,510,500	6,764,300
Debt Service	8,023,244	7,880,844	7,807,044	7,421,297
Total	$16,515,179	$23,416,244	$29,741,344	$22,472,397
Expenditures by Fund Type				
General	6,211,706	8,151,400	8,423,800	8,286,800
Special Revenue	1,263,438	1,573,000	1,759,800	1,620,300
Capital	1,016,791	5,811,000	11,750,700	5,144,000
Debt	8,023,244	7,880,844	7,807,044	7,421,297
Total	$16,515,179	$23,416,244	$29,741,344	$22,472,397
Full-Time Equivalents	49.71	49.71	49.71	49.71
Exhibit: Revenue by Program				
County Participation				
Streets	-	887,500	2,279,000	1,200,000
Stormwater	35,727	1,425,000	2,844,150	-
Engineering *(Inspection Fees)*	163,046	110,000	110,000	110,000
Special Assessments	1,635,144	1,718,531	1,718,531	1,583,803
Total	1,833,917	4,141,031	6,951,681	2,893,803

PARKS AND RECREATION

Budget: $11.2M Positions: 62.95



Council Priorities

To promote a community that provides family-oriented activities, as well as recreational and cultural opportunities, to encourage and enhance the quality of life for all citizens.

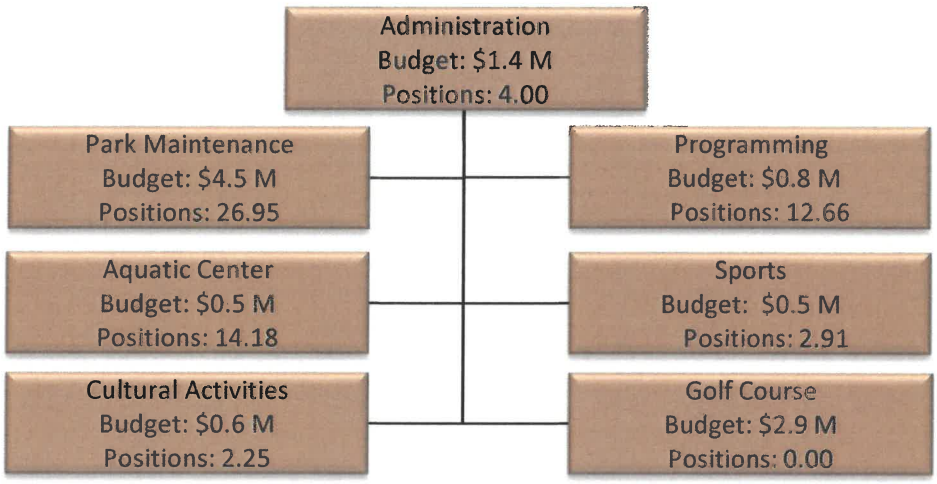
To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

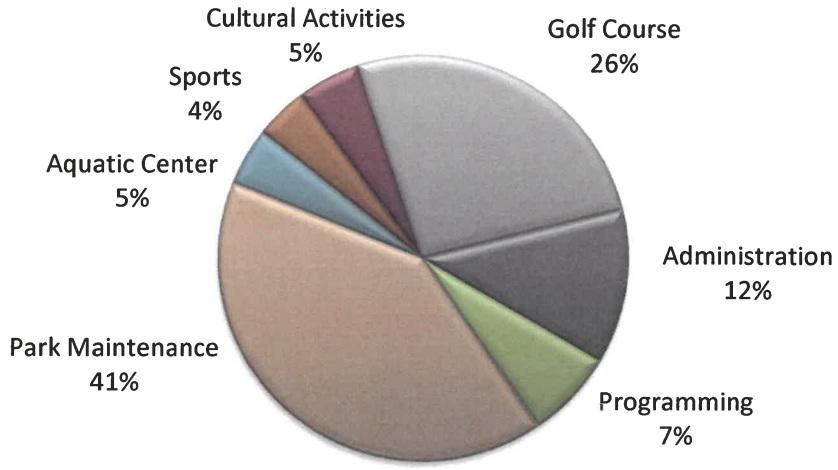
Governing Body Goals For 2021-2025

- *Integrate upgrades and new improvements to City's Trail System from Roe Avenue to Tomahawk Creek Parkway and pedestrian crossing through median [2018].*
- *Study feasibility of south bicycle loop signage [2018].*
- *Add pickle ball to City facilities when courts are resurfaced [2018].*
- *Inventory and place more pet waste stations in City parks [2019].*
- *Increase visibility of QR for art and how City's art pieces are acquired [2019].*
- *Explore possible public use of former Parks Facility before sale of property [2019].*
- *Evaluate feasibility/scope of Activity Center at Town Center Drive and Roe Avenue [2015].*
- *Evaluate temporary low-impact uses [e.g., community gardens, horseshoes, etc.] for undeveloped land at Ironwoods Park [2015].*

PARKS AND RECREATION

Budget: $11.2M Positions: 62.95





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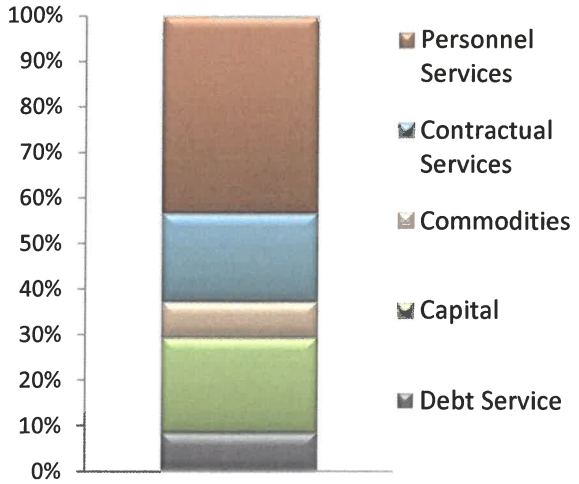
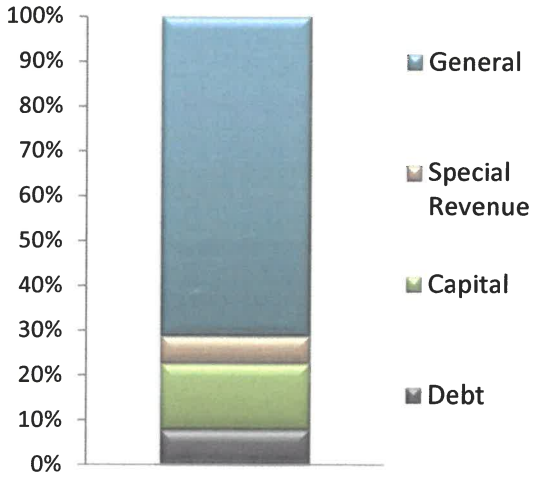


By Fund Type



PARKS AND RECREATION

Budget: $11.2M Positions: 62.95

	2018 Actual	2019 Budget	2019 Estimate	2020 Budget
Expenditures by Program				
Administration	1,320,035	1,366,268	1,365,268	1,375,187
Programming	575,178	795,200	750,600	780,900
Park Maintenance	4,742,987	4,323,000	4,691,500	4,525,900
Aquatic Center	401,296	494,400	486,900	508,700
Sports	330,702	448,400	465,400	466,800
Cultural Activities	662,565	660,100	890,800	562,300
Golf Course	2,278,816	2,463,400	2,649,400	2,931,800
Total	$10,311,579	$10,550,768	$11,299,868	$11,151,587
Expenditures by Character				
Personnel Services	4,007,289	4,736,700	4,642,500	4,835,100
Contractual Services	1,766,540	2,054,200	2,081,100	2,168,200
Commodities	645,088	822,700	793,200	879,100
Capital	2,952,590	2,003,200	2,849,100	2,333,700
Debt Service	940,072	933,968	933,968	935,487
Total	$10,311,579	$10,550,768	$11,299,868	$11,151,587
Expenditures by Fund Type				
General	6,500,752	7,695,600	7,598,800	7,964,400
Special Revenue	391,444	628,300	851,800	685,600
Capital	2,561,146	1,374,900	1,997,300	1,648,100
Debt	858,237	851,968	851,968	853,487
Total	$10,311,579	$10,550,768	$11,299,868	$11,151,587
Full-Time Equivalents	62.45	62.45	62.95	62.95
Exhibit: Revenue by Program				
Administration	4,479	6,000	6,000	6,000
Aquatic Center	340,932	325,400	331,000	334,000
Programming	384,844	408,500	403,000	400,500
Sports	332,619	305,800	323,600	326,600
Cultural Activities	14,756	17,000	14,500	17,400
Golf Course	1,761,231	1,705,500	1,779,000	1,825,000
Total	$2,838,861	$2,768,200	$2,857,100	$2,909,500

Budget and Financial Policies

It is the policy of the City Council to annually develop a budget that accurately reflects the revenue and expenditure goals and objectives of the City Council and to incorporate those goals, objectives, programs and projects that best serve the public good. The budget of the City of Leawood will be constructed and managed in accordance with the policies set forth below. During the course of each fiscal year, the budget will be used to provide direction in the administration of City services.

BUDGET POLICIES

I. OPERATING BUDGET

1. The City will maintain a financial and budgetary control system to ensure adherence to the budget and awareness of the financial environment. Services provided by the City are categorized in order to set priorities for allocating available funds and are defined as follows:

   A. *Basic or Core Services:* Includes (1) legally mandated commitments or services, (2) those most closely linked to the health and safety of the citizens of Leawood, and (3) those providing a net revenue contribution or reducing identifiable costs in the same fiscal year.

   Basic or Core Services
   Debt Services
   Police & Fire

   B. *Maintenance of Effort Services:* Services that (1) maintain control of City resources (2) reduce identifiable costs in future years, and (3) are necessary to keep the public adequately informed of legislative matters.

   Maintenance of Effort Services
   Council
   Administration
   Human Resources
   Finance
   Municipal Court
   Legal Services
   Information Services
   Planning
   Neighborhood Services
   Public Works

   C. *Quality of Life Services:* Activities which are provided for more specialized groups or services that are more aesthetic or promotional in nature.

   Quality of Life Services
   Parks
   Recreation
   Aquatic Center
   Golf Course
   Arts Council
   Sister City Program
   Historic Commission

2. Increases in staff will be permitted only in cases where the service demands have been expanded.

3. In the General Fund, expenditures for normal operating and personnel services, excluding capital expenditures, will not be permitted to exceed anticipated revenues and carryover.

Budget Basis The basis of budgeting refers to the conversions for recognition of costs and revenue in budget development and in establishing and reporting appropriations that are the legal authority to spend or collect revenues. The City of Leawood budgets all funds on a modified accrual basis. This is the same basis of accounting used in the City's audited financial statements.

Balanced Budget The City of Leawood considers a balanced budget to consist of adequate revenues from both the current year as well as a portion of the carryover from the previous year to meet current year expenditures. Combined reserves from all operating funds must first be held aside from the carryover before the remainder is added to the current year's revenues. The total of the reserve funds must fall within the reserve policy standards.

Fund Balance The City defines fund balance as the excess of a fund's assets over the liabilities, also known as surplus funds.

Non-Budgeted Funds The City's non-budgeted funds consist of funds not required by Kansas statute to be legally adopted because they are exempted by a specific statute. Control over spending in funds that are not subject to legal budget is maintained by the use of internal spending limits established by granting agencies, City policy, or by the City Administrator. Funds not included in the annual budget are:

American Revolution Tri-Centennial Fund – established to account for monies donated by the Leawood American Revolution Bi-Centennial Committee. These monies are to be continually reinvested by the City until the year 2076. It is intended that this fund will then be used for the overall benefit for the citizens of the City on a special American Revolution Tri-Centennial event/project, needed community facilities, equipment or programs.

Leawood Transportation Impact Fee Fund – established to account for fees imposed on new development in South Leawood for the purpose of assuring that transportation improvements are available and provides adequate transportation system capacity to support new development while maintaining levels of transportation service deemed adequate by the City. The Impact Fee shall be imposed on all new development in South Leawood, except as may be otherwise provided, and all fees collected shall be utilized solely and exclusively for transportation improvements in South Leawood serving such new development.

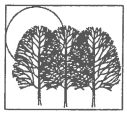
Insurance Proceeds Fund - established to account for insurance proceeds received by the City whenever any privately owned building or other structure is damaged as a result of fire, explosion or windstorm. When the insured party meets requirements to repair the property to the satisfaction of the City, the funds are returned to the insured.

Leawood Public Safety Improvement Fund – established to account for resources used to construct public safety improvements including a Justice Center and other necessary related improvements.

Leawood Economic Development – established to provide payment for economic development promotion within the City.

TDD/CID Agency Funds – established to account for collections and remittance of Transportation Development and Community Improvement Districts.

Employee Giving Fund – established to account for elected employee payroll contributions for the payment of employee charitable donations.



II. BUDGET PROCESS

The annual budget is a fiscal plan that presents the services that will be provided to the community and the funds needed to perform the services. The budget shall be presented as a legislative document that, when combined with the related appropriating ordinance, will represent City Council policy concerning the sources and uses of funds for the budget year.

Development of the City's Budget is an ongoing process that generally begins more than a year before the fiscal year begins on January 1. Opportunities for public input are provided at various stages of development.

November - December, 2018	Planning for the 2020 Budget began with the review of revenue and spending forecasts; review of user fees; and coordination with departments of capital spending needs to prepare the Capital Improvement Program (CIP) document.
January-February, 2019	The Governing Body met to discuss short, near and long-term goals on January 28, 2019; and staff prepared the pay-as-you-go capital replacement schedules and expendable equipment schedules.
February-March, 2019	Preliminary assessed valuation information was received from the Johnson County Appraiser to establish the mill levy for the 2020 Budget. Departments developed their revenue and operating expenditure budget requests; the City Administrator met with departments to review expenditure needs to ensure compatibility with the Governing Body goals.
March-April, 2019	The 2020-2024 CIP was distributed to both the Governing Body and the Planning Commission on March 22, 2019. A public hearing for citizen input on the 2020 Budget was held on April 1, 2019. The Governing Body met to discuss the 2020-2024 CIP document in a work session on April 15, 2019; along with a review of the 2020-2024 budget model assumptions.
April – May, 2019	The Planning Commission reviewed the CIP document in a work session on May 14, 2019; and held a public hearing on May 28, 2019. The proposed 2020 Budget was distributed to the Governing Body and the Budget & Finance Committee on May 24, 2019.
June – July, 2019	The City Council will hold a public hearing and formally adopt the 2020-2024 CIP for budget June 3, 2019. The 2020 Budget document will be discussed in an open work session on June 10th with the Governing Body and the Budget & Finance Committee. Estimated assessed valuation information will be received from the Johnson County Clerk on June 15, 2019. After agreement by the Governing Body on any changes to the mill levy, the 2020 Budget will be published along with the publication notice for a public hearing, as required by state law.
August, 2019	A public hearing on the 2020 Budget will be held to obtain citizen input on August 12, 2019; and the Governing Body plans to adopt the 2020 Budget the same evening. Under state law, the budget is required to be approved by the Governing Body and filed with the County Clerk no later than August 25th.
January 1, 2020	The 2020 Budget goes into effect.

III. BUDGET AMENDMENT

Departments are given the latitude to exceed specific line items; however, total expenditures must not exceed total budgeted expenditures, excluding monies from the Personnel service categories. The City does budget a citywide contingency fund and has statutory authority to budget this account up to 10% of the overall budgeted expenditures.

The state statutes allow for the Governing Body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. A notice of public hearing to amend the budget must be published in the local newspaper. Ten days following publication, the hearing may be held and the budget amended.

IV. CASH BASIS LAW

Kansas Statutes prohibit cities from creating indebtedness unless there is money on hand in the proper fund and unencumbered by previous commitments with which to pay the indebtedness. The execution of a contract or the issuing of a purchase order automatically encumbers money in the fund for payment of the amount represented by the commitment. It makes no difference that the amount may not have to be paid until more monies are in the fund or until the following year. An exception to this cash basis law is the issuance of debt, in the form of bonds, notes or warrants; pursuant to statutory authority, referendum or by the State Board of Tax Appeals. In the event debt is issued, funds need not be on hand for future payments.

V. REPORTING POLICY

Amounts presented in the budget document shall be compared with actual revenues and expenditures for month-end and year-to-date throughout the budget year. Quarterly reports are prepared and printed in the Legal Record.

FINANCIAL POLICIES

I. OPERATING RESERVES

1. The Governing Body has set a goal of 11% minimum for operating fund reserves. The City of Leawood strives to follow financially sound fiscal policies. One such policy that enhances a city to maintain a well-balanced financial structure is a fund balance policy, or commonly called an operating reserves policy. In government, the standard can be anywhere from one month of expenditures (8.33%) to 15% of expenditures.

2. Establishing a formal policy assures the citizenry that funds will be available for the following reasons:
   a) Provide sufficient working capital to meet daily cash needs.
   b) Provides reserves to absorb emergency expenditures caused by natural disaster such as fire, flood or earthquake.
   c) Cover any unanticipated deficit resulting from a shortfall in actual revenues in a given budget year.

II. FINANCIAL FORECASTING - MODEL PARAMETERS

1. The City staff will provide the City Council with a 10-year financial budget model.
2. In any given year, a proposed mill levy increase will not exceed 1.00 mill.
3. There will not be any consecutive years with a mill increase.
4. The model's financial projections will not go below the General Fund one month cash requirement.
5. For any mill levy imposition consideration, the City Council will consider only 7 years of the 10-year financial model.
6. A 1% to 2% variance for both revenues and expenditures will be anticipated in a given fiscal year.

III. DEBT SERVICE RESERVES

Debt reserves shall be established to protect bondholders from payment defaults. Adequate debt reserves are essential in maintaining good bond ratings and the marketability of the underlying bonds. The City can maintain up to one year of payment reserves by state law. In this year's budget, the City of Leawood will strive to maintain a total reserved fund balance equal to 35% of budgeted Debt Service expenditures. Consideration has been given to annual collection rates and to any unforeseen cash shortages associated with any debt that is backed by the full faith and credit of the City.

IV. REVENUE POLICY

1. The City will attempt to maintain a diversified and stable revenue system to shelter it from short-run fluctuations in any one revenue source.
2. The City will attempt to obtain additional major revenue sources as a way of ensuring a balanced budget.
3. The City will rely on user charges, where appropriate, but will refrain from "nuisance" charges. User charges, as opposed to licensing or regulator charges, shall wherever possible recover the full cost (operating, direct, indirect, and capital) of providing the service.
4. All charges and fees will be reviewed annually. Comparisons with other public and/or private organizations will be used when appropriate in determining the level of fees and charges as well as service costs.
5. The City will consider market rates and charges levied by other public and private organizations for similar services in establishing tax rates, fees, and charges.
6. The City will refinance outstanding debt whenever economically feasible.
7. The City will follow an aggressive policy of collecting revenues, including past due bills of any type.
8. The City shall dispose of surplus property in the most cost-effective manner.

V. DEBT POLICY

On April 3, 2000, the Governing Body adopted the Debt Policy by Resolution #1518. This policy has been revised several times: by Resolution #2221 on May 3, 2004; by Resolution #2789 on May 5, 2007; by Resolution #3334 on February 1, 2010; by Resolution #3553 on March 7, 2011; by Resolution #3931 on November 19, 2012; by and most recently by Resolution #4173 on February 17, 2014.

Objective

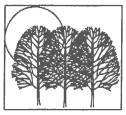
To maintain the City's ability to incur debt and issue other long-term obligations at favorable interest rates in amounts needed for capital improvements, economic development, and facilities or equipment to provide essential city services.

Scope

This Policy provides a general guideline to all debt issued by the City regardless of purpose, source, or type.

Responsibility

The primary responsibility for developing financing recommendations rests with the City Administrator. In developing the recommendations, the Finance Director, City Attorney or designee, Public Works Director, and other Department Heads assist the City Administrator. Responsibilities include annual review of debt capacity, quarterly assessment of progress on the Capital Improvement Program, preparation for debt issues and the ongoing responsibility of oversight and evaluation of services provided by the Financial Advisor and Bond Counsel.



I. Debt Planning Policies

Section 1: *Capital Planning*. To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment is demonstrated through adoption of an annual Capital Improvement Plan (CIP), and annual assessment of financial condition.

Section 2: *Debt Capacity*. Each year the City will review whether it is willing and able to assume new debt beyond what will be retired. The Finance Director or designee shall, prior to the issuance of new debt, or at least annually, calculate the City's statutory debt limit in accordance with K.S.A. 10-308. Debt capacity will be assessed by reviewing debt per capita, general levels of per capita income, debt as a percent of appraised value, debt service payments as a percent of general government expenditures, debt payout over the ensuing ten years, and the level of overlapping net debt of all other local taxing jurisdictions.

Section 3: *Debt vs. Pay-As-You-Go*. The City will evaluate annually the relationship between issuing debt and pay-as-you-go financing. The City will consider pay-as-you-go financing for all personal property less than $100,000.

Section 4: *Appropriate Uses*. The City will generally consider long-term financing for the acquisition, maintenance, replacement, or expansion of physical assets having a useful life of at least (5) years. The scheduled maturities of long-term obligations should generally not exceed the expected useful life of the capital project or asset(s) financed. Proceeds should only be used for construction project costs, acquisition of fixed assets, issue costs, debt service reserve requirements, or refunding of outstanding issues. Proceeds from long-term debt may not be used to fund current operating costs.

Section 5: *Timing of Issues.* In determining when to issue bonds, notes and other obligations the following factors should be considered:

a) The timing of other proposed issues, including those by other jurisdictions;
b) The timing of the preparation, completion and certification of the City's annual budget including special assessment procedures;
c) The availability of the City's audited financial statements for the previous fiscal year;
d) The potential impact on the City's bond ratings.

Section 6: *Types of obligations*. In determining the type of obligation to issue, the following factors should be considered:

a) The direct and indirect beneficiaries of the project (i.e. a significantly large proportion of citizens should benefit from projects financed by at-large taxes and other revenues);
b) The time pattern of the stream of benefits generated by the project;
c) The sources and timing of revenues available for the repayment of the debt;
d) The cost-effectiveness of user charges or other revenue sources to the extent available;
e) The effect of the proposed issue on the City's ability to finance future projects of equal or higher priority;
f) The interest cost of each type of obligation;
g) The impact on the City's financial condition and credit ratings.

Section 7: *At-Large General Obligation Bonds.* At-large general obligation, property tax-supported financing should be used for those capital improvements and long term assets which have been determined to be essential to the maintenance or development of the City and as permitted by law. Consideration should be given to alternative funding sources, such as project revenues, Federal and State grants, and special assessments.

Section 8: *Benefit District Bonds*. The issuance of benefit district general obligation bonds shall be governed by the most recently approved Resolution.

Section 9: *Assessment Methodology*. Upon request by a developer, the City may consider approving an assessment methodology for Special Benefit District [SBD] financing that is based upon the improvement and/or land value for each tract of land or tax parcel within the District, provided that the development project is greater than 20 acres in size; has an approved overall floor-area-ratio [F.A.R.] of .5 or greater; and has received a Certificate(s) of Occupancy for 35% of the total approved square footage. As part of the consideration of this methodology for assessment, the City Council may consider requiring a Letter of Credit.

Section 10: *Revenue Supported Obligation*. Revenue supported obligations should be used to limit potential dependence on property taxes for those projects with available revenue sources, whether self-generated or dedicated from other sources. Adequate financial feasibility studies will be performed for each project to establish assurances as to the self-liquidating nature of the project or adequacy of dedicated revenue sources.

Section 11: *Transportation Development District Obligations.* The formation of a Transportation Development District [TDD] will be considered by the Governing Body on a case by case basis. The Governing Body will only consider pay-as-you-go [PAYGO] financing funded through a sales tax and/or special property tax assessment. However, bonded indebtedness may be considered by the Governing Body in the case of burying or relocating utility lines. A TDD Project will be initiated by petition pursuant to the TDD Act. The Developer shall comply with all of the statutory requirements of a TDD project. The Developer shall also be responsible for providing a description of the improvements to be financed, a timetable for such improvements to be completed and an itemized listing and estimated total cost of said improvements with the TDD petition. The Governing Body reserves the right to approve any or part of any petition submitted including which costs may be reimbursed, provided, however that in no event shall interest costs be subject to reimbursement from TDD revenues on a pay-as-you-go project. All costs subject to reimbursement from TDD proceeds shall be certified by the City and/or an outside consultant retained by the City prior to any reimbursement payment being made.

Section 12: *Lease and Lease-Purchase Agreements*. The City may enter into leases and lease-purchase obligations to finance the acquisition of real and personal property as permitted by law. The Finance Director shall review all proposed leases prior to submittal to the Governing Body. Lease financing is appropriate:

a) Whenever the introduction of leased equipment and/or a capital improvement results in verifiable operating savings, or interest costs that minimizes the loss on resale value, properly discounted, outweigh the lease financing costs;
b) Existing or incremental new revenues are available to provide for the lease payments;
c) The capital asset is deemed important enough (for safety, legal, efficiency, or other reasons) to lead to a reallocation of existing revenues; or
d) Existing state statutes do not provide adequate or expedient methods of financing.

This Policy shall not preclude the use of operating leases in appropriate circumstances such as for office equipment.

Section 13: *Other Borrowing Methods*. Financial feasibility studies should be performed for other financing methods such as state loan programs and pool participation.

Section 14: *Short Term Borrowing*. Use of short-term borrowing, such as temporary notes will be undertaken if the available cash is insufficient to meet project requirements or their use is judged to be prudent and advantageous to the City. Temporary notes may also be used to affect the interim financing of capital projects including benefit district projects so that permanent financing can occur on a more orderly basis. The City will conduct a cash flow analysis for a forecast period of no less than 12 months prior to issuing short-term notes.

Section 15: *Conduit Financing*. The City may sponsor conduit financing such as industrial revenue bonds and tax increment financings that are consistent with the City's overall service, development and Policy objectives. The issuance of industrial revenue bonds and tax increment financings should be governed by Resolutions 598 and 1317 respectively.

II. Debt Issuance Policies

Section 16: *Method of Sale*. As required by law, City debt will be issued through a competitive bidding process. Bids on long-term bonds will be awarded on a true interest cost basis, providing other bidding requirements are satisfied. Negotiated sales of debt will be considered when the complexity of the issue requires specialized expertise, or when the negotiated sale would result in substantial savings in time or money. The objective in all situations will be to accomplish the project at the lowest overall cost to the City.

Section 17: *Length of Debt*. Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users (Guidelines: - 15 years for General Obligations Debt; 20 years for land, parks and buildings; and 15 to 20 years for Revenue Bonds). Benefit District Debt has a 10 year length; however, upon special approval by the Governing Body, benefit district debt may be extended up to a 15 year term. Transportation Development District [TDD] has a 10-year length however, upon special approval by the Governing Body; this debt may be extended up to a maximum of 22 years, in accordance with Kansas State Statute. The term will commence with the imposition of the tax.

Section 18: *Debt Structure.* Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, and the nature and type of security provided. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to recapture rapidly its borrowing capacity for future use. The structure should approximate level principal on street projects debt, and level payment for public buildings, land and parks. Level debt service should also be used for revenue bonds. There shall be no debt structures which include increasing debt service levels in subsequent years, except when such structuring will allow debt service to more closely match project revenues during the early years of the project's operation or such structuring is needed to mitigate property tax impacts. There shall be no "balloon" bond repayment schedules that consist of low annual payments and one large payment of the balance due at the end of the term. Normally, there shall be no capitalized interest included in the debt structure unless there are insufficient revenues available from the source of repayment of the debt during the project construction or startup phase.

Section 19: *Bond Rating*. The City should continually seek to maintain and improve current bond ratings so that borrowing costs are minimized and access to credit preserved. Good communication with bond rating agencies should be maintained and all necessary financial and economic data concerning the City and its borrowing needs shall be provided to the bond rating agencies as needed or requested. The City shall attempt to structure its debt issuance, prepare its operating budgets, and implement policies that will maintain or improve its existing bond rating. Any departure from prior structuring or budgeting processes that may jeopardize the City's bond rating will be discussed in advance with the rating agencies.

Section 20: *Credit Enhancements*. Decisions regarding credit enhancements such as Letters of Credit or Bond Insurance will be based upon the City's goal of accomplishing its financings at the lowest borrowing cost.

III. Debt Administration Policies

Section 21: *Coordination of Local Jurisdictions*. The City will participate in communications with overlapping and adjoining jurisdictions concerning plans for future debt issues.

Section 22: *Monitoring*. The Finance Department should continually monitor the City's outstanding debt issues to verify compliance with debt covenants and record keeping.

Section 23: *Reporting*. Official statements accompanying debt issues, Comprehensive Annual Financial Reports, and continuing disclosure statements will meet (at a minimum) the standards articulated by, the Government Accounting Standards Board (GASB), the Government Finance Officers Association (GFOA), any clarifying guidance from the Securities and Exchange Commission (SEC), and Generally Accepted Accounting Principles (GAAP). The Department of Finance shall be responsible for ongoing disclosure to established national and state information repositories and for maintaining compliance with disclosure standards of state and national regulatory bodies.

Section 24: *Investment of Bond Proceeds.* All proceeds of bonds, notes and other obligations shall be segregated into separate funds and invested in a manner consistent with those authorized by existing state laws and by the City's investment practices, consistent with safety, liquidating and return. All interest earned on proceeds shall be used to pay costs associated with the projects being financed or used to pay the principal of or interest on such debt.

Section 25: *Arbitrage Rebate*. The Finance Director shall ensure that record keeping and reporting meets the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding debt issues. The City should actively monitor its investment practices to ensure maximum returns on its invested bond funds while complying with federal arbitrage guidelines.

Section 26: *Refunding*. Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. As a general matter, advance refundings may be undertaken for economic savings when net present value savings of not less than two percent of the refunded debt can be achieved. The City also may choose to refund outstanding indebtedness when existing bond covenants or other financial structures can be modified to improve financial operations. Savings requirements for current or advance refundings undertaken to restructure debt may be waived upon finding that such a restructuring is in the City's overall best financial interests.

VI. BASIS OF ACCOUNTING & BUDGETING

The budgets/accounts of the general government type funds (i.e. general fund, special revenue funds, capital improvement funds, and the debt service fund) are prepared on a modified accrual basis. This means that revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due.

The Comprehensive Annual Financial Report (CAFR) shows the status of the City's finances on the basis of "generally accepted accounting principles" (GAAP). Usually, this conforms to the way the City prepares its budget. Two exceptions are the treatment of depreciation expense, which are not a budgeted line item although the full purchase price of equipment and capital improvements is, while just the opposite is true in the preparation of the CAFR. The second exception is compensated absences that are treated differently in the budget than in the CAFR. The City uses the following fund types and account groups:

A. Governmental Fund Types

Governmental Funds are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (other than those in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position. The following are the City's governmental fund types:

The General Fund is the principal fund of the City and accounts for all financial transactions not accounted for in other funds. The general operating expenditures, fixed charges, and capital improvement costs that are not paid through other funds are financed through revenues received by the General Fund.

Special Revenue Funds are used to account for revenues derived from specific taxes, governmental grants, or other revenue sources that are designated to finance particular functions or activities of the City.

Capital Project Funds account for and report financial resources that are restricted and required for the acquisition of capital assets.

Debt Service Funds are used to account for the accumulation of resources and for the payment of principal, interest and other related costs of the City's general obligation bonds other than bonds payable from the operations of the proprietary fund.

B. Proprietary Fund Types

Enterprise Funds account for operations that provide a service to citizens. The fund is financed primarily by a user charge for the provision of that service and activities where the periodic measurement of net income is deemed appropriate for capital maintenance, public policy, management control, accountability, or other purposes. Leawood does *not currently* have any enterprise funds, but has had such funds in the past.

VII. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the City conform to generally accepted accounting principles applicable to local governments. The following represents the more significant accounting and reporting policies and practices of the City:

Reporting Entity. In determining the agencies/entities that comprise the City for financial reporting purposes, the criteria of oversight responsibility over such agencies/entities, special financing relationships, and scope of public service provided by the agencies/entities are used. Oversight responsibility is determined by the extent of financial interdependency, control over the selection of the governing authority and management, ability to significantly influence operations, and accountability for fiscal matters. Based upon these criteria, there are no other agencies or entities that should be included in the financial statements of the City.

VIII. ACCOUNTING POLICIES

Independent Audit. An independent audit shall be made of all accounts, including special funds, of the City at least annually. This audit shall be made as soon after the close of the fiscal year as possible. The audit will be conducted by certified public accountants that are selected by the City Council. The City Administrator shall make available copies of such audit for public inspection at the Office of the City Clerk.

Return to Agenda

CITY OF LEAWOOD

6.C.-
6.F.

Memo

To: Mayor Peggy Dunn and City Council Members

From: Dawn Long, Finance Director

Date: August 12, 2019

Re: Bond and Note Financing Documents

Recommendation:

Please approve the following documents authorizing the issuance and delivery of General Obligation Temporary Notes and General Obligation Refunding Bonds:

Note Ordinance and Resolution for $30,370,000.

Taxable GO Bond Ordinance and Resolution for $2,470,000.

Because the temporary note and bond sale will not be completed until August 12th, there is some information missing on the attached documents. You will be receiving updated ordinances and resolutions at the council meeting as well as a new memo detailing the bidding information.

Background:

The temporary notes issued total $30,370,000. This includes $13,800,000 for 143rd Street – Windsor Lane to Kenneth Road, $3,000,000 for Fire Station No. 1 Replacement, $1,000,000 for the Parks Maintenance Facility, $1,000,000 for Mission Road – 133rd to 143rd, $3,000,000 for 2019 Residential Street Reconstruction, $3,000,000 for the 2018 Storm water Drainage Improvement project, $3,000,000 for the 2020 Storm water Drainage Improvement project, $1,610,000 for burying power lines on Mission Road – 119-127th and $960,000 for the burying of power lines on Mission Road – 92nd to the north boundary of the Ranchmart Center.

The Taxable GO bonds issued total $2,470,000. They are to refund $2,415,000 of the 2011-A Taxable GO Improvement Bonds. The interest cost savings will be approximately $82,000.

During the August 12, 2018 Council meeting, a representative from George K. Baum will present the results of the bond offering.

DRAFT

ORDINANCE NO. 2953

OF

THE CITY OF LEAWOOD, KANSAS

PASSED

AUGUST 12, 2019

$30,370,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2019-1

(PUBLISHED IN THE LEGAL RECORD ON AUGUST 20, 2019)

ORDINANCE NO. 2953

ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF $30,370,000 GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2019-1, OF THE CITY OF LEAWOOD, KANSAS, TO PROVIDE FUNDS TO FINANCE THE COST OF CERTAIN PUBLIC IMPROVEMENT PROJECTS WITHIN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Leawood, Kansas (the "**City**"), is a city of the first class, created, organized and existing under the laws of the State of Kansas (the "**State**"); and

WHEREAS, the City is authorized by law to issue general obligation temporary notes to pay the cost of certain improvements within the City; and

WHEREAS, pursuant to the laws of the State applicable thereto, by proceedings duly had, the City Council (the "**Governing Body**") of the City has heretofore authorized the following described improvement projects (the "**Improvements**") within the City pursuant to the following authority and desires to issue general obligation temporary notes as described below:

Project Number	Project Description	Ord./Res. No.	Authority	Amount
80129	143rd Street – Windsor Lane to Kenneth Road Improvement Project	Res. 4435	K.S.A. 12-687	$13,800,000
80158	Fire Station No. 1 Replacement Project	Res. 4652	K.S.A. 12-1736	3,000,000
80173	Park Maintenance Facility	Res. 5200	Charter Ordinance No. 33	1,000,000
80175	Mission Road – 133rd to 143rd Improvement Project	Res. 4946	K.S.A. 12-687	1,000,000
80219	2019 Residential Street Reconstruction Project	Res. 4914	K.S.A. 12-614	3,000,000
80255	2018 Stormwater Drainage Improvement Project	Ord. 2833	K.S.A. 13-1055a and 13-1055b	3,000,000
80256	2020 Stormwater Drainage Improvement Project	Ord. 2833	K.S.A. 13-1055a and 13-1055b	3,000,000
82065	Mission Road – 119th to 127th Improvement Project	Res. 4916	K.S.A. 12-687	1,610,000
82074	Mission Road – 92nd to North Boundary of Ranchmart Center Improvement Project	Res. 4915	K.S.A. 12-687	960,000
			Total	**$30,370,000**

; and

WHEREAS, the City has previously issued the following temporary notes to provide funds in part to pay for the costs of the Improvements (the "**Series 2018-1 Notes**"):

Series	Dated Date	Maturity Date	Outstanding Amount
2018-1	August 29, 2018	September 1, 2019	$23,470,000

; and

WHEREAS, all aspects of the Improvements will not be completed prior to the maturity date of the Series 2018-1 Notes, and it is necessary for the City to provide cash funds to meet its obligations on the Series 2018-1 Notes by the issuance of additional temporary notes of the City pursuant to the Act; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to pay and finance the costs of the Improvements and to retire the Series 2018-1 Notes as the same become due and payable; and

WHEREAS, the Governing Body of the City has advertised the sale of its general obligation temporary notes in accordance with the law and has awarded the sale of such Notes to the purchasers thereof as identified herein (the "**Original Purchasers**"); and

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and desirable for the City at this time to provide initial, additional or renewal temporary financing for the Improvements and to authorize the issuance and delivery of the general obligation temporary notes of the City in the principal amount of $30,370,000 to pay and finance the costs thereof.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. K.S.A. 10-101 to 10-125, inclusive, and specifically, K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-614 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-1736 *et seq.*, K.S.A. 13-1055a and 13-1055b, each as amended and supplemented from time to time and the City's Home Rule Authority under Article 12, Section 5 of the Kansas Constitution.

"**City**" means the City of Leawood, Kansas.

"**City Clerk**" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.

"**City Treasurer**" or "**City Finance Director**" means the duly appointed and acting Treasurer or Finance Director of the City, or in the City Treasurer's or Finance Director's absence, the Deputy or person duly appointed and acting in such capacity, as the case may be.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Improvements" means the improvements referred to as such in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

"**Mayor**" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Mayor Pro Tem or Acting Mayor of the City.

"**Note Resolution**" means Resolution No. ____ adopted by the Governing Body of the City contemporaneously herewith providing the terms and details of the Notes authorized by this Ordinance.

"**Notes**" or the "**Series 2019-1 Notes**" means the City's General Obligation Temporary Notes, Series 2019-1, in the aggregate principal amount of $30,370,000 authorized by this Ordinance and the Note Resolution.

"**Ordinance**" means this Ordinance of the City authorizing the issuance of the Notes.

"**Original Purchasers**" means, with respect to the Notes, the original purchasers of the Notes identified as such in the Note Resolution.

"**Refunded Notes**" means the Series 2018-1 Notes maturing on September 1, 2019, in the aggregate principal amount of $23,470,000.

"**State**" means the State of Kansas.

Section 2. Authorization of and Security for the Notes. There is hereby authorized and directed to be issued the General Obligation Temporary Notes, Series 2019-1 of the City in the principal amount of $30,370,000 for the purpose of providing funds to (a) pay costs of the Improvements, (b) retire the Refunded Notes; and (c) pay costs of issuance of the Notes.

The Notes shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitations as to rate or amount upon all taxable tangible property, both real and personal, within the territorial limits of the City. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due and payable.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of each of the Improvements upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property, real and personal, within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 3. Terms, Details and Conditions of the Notes. The Notes shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Note Resolution hereafter adopted by the Governing Body of the City.

Section 4. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized and to procure the proper registration in the office of the City Clerk and in the office of the State Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be delivered to the Original Purchasers upon payment of the purchase price therefor as provided in the Note Resolution.

Section 5. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer and used and applied as provided in the Note Resolution.

Section 6. Tax Covenants. The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; (2) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes; (3) it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purposes for with the Notes are issued; (4) it will not invest or directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City in any manner, or take or omit to take any action that would cause the Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Code; and (5) it will not use or permit the use of any proceeds of Notes or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the

interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

The City covenants and agrees that it will not use any portion of the proceeds of the Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any of the Notes to be a "private activity bond" within the meaning of Section 141(a) of the Code.

Section 7. Remedies. The provisions of this Ordinance and the Note Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the Owners of the Notes and may be enforced in accordance with the provisions hereof and of the Note Resolution.

Section 8. Further Authority. The Mayor, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Governing Law. This Ordinance and the Notes shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 10. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

PASSED by the Governing Body of the City this 12h day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

(SEAL)

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk

APPROVED AS TO FORM:

_____
Bond Counsel

DRAFT

RESOLUTION NO. 5233

OF

THE CITY OF LEAWOOD, KANSAS

ADOPTED

AUGUST 12, 2019

$30,370,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2019-1

RESOLUTION

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RESOLUTION NO. 5233

RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF $30,370,000 GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2019-1, OF THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Leawood (the "**City**") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "**State**"); and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City has caused the following improvements (collectively, the "**Improvements**") to be made in the City, to-wit:

Project Number	Project Description	Ord./Res. No.	Authority	Amount*
80129	143rd Street – Windsor Lane to Kenneth Road Improvement Project	Res. 4435	K.S.A. 12-687	$13,800,000
80158	Fire Station No. 1 Replacement Project	Res. 4652	K.S.A. 12-1736	3,000,000
80173	Park Maintenance Facility	Res. 5200	Charter Ordinance No. 33	1,000,000
80175	Mission Road – 133rd to 143rd Improvement Project	Res. 4946	K.S.A. 12-687	1,000,000
80219	2019 Residential Street Reconstruction Project	Res. 4914	K.S.A. 12-614	3,000,000
80255	2018 Stormwater Drainage Improvement Project	Ord. 2833	K.S.A. 13-1055a and 13-1055b	3,000,000
80256	2020 Stormwater Drainage Improvement Project	Ord. 2833	K.S.A. 13-1055a and 13-1055b	3,000,000
82065	Mission Road – 119th to 127th Improvement Project	Res. 4916	K.S.A. 12-687	1,610,000
82074	Mission Road – 92nd to North Boundary of Ranchmart Center Improvement Project	Res. 4915	K.S.A. 12-687	960,000
	Total Estimated Improvement Fund Deposit			**$30,370,000**

**Improvement costs to be financed with proceeds of the Notes, excluding Costs of Issuance.*

WHEREAS, the Governing Body of the City is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the City to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the City's general obligation bonds, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City pursuant to the Act; and

WHEREAS, the City has previously issued the following temporary notes to temporarily finance the costs of the Improvements (the "**Series 2018-1 Notes**"):

Series	Dated Date	Maturity Date	Outstanding Amount
2018-1	August 29, 2018	September 1, 2019	$23,470,000

WHEREAS, all aspects of the Improvements will not be completed prior to the maturity date of the Series 2018-1 Notes and it is necessary for the City to provide cash funds to meet its obligations on the Series 2018-1 Notes by the issuance of additional temporary notes of the City pursuant to the Act; and

WHEREAS, the City proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Series 2018-1 Notes; and

WHEREAS, the Governing Body of the City has advertised the sale of the Notes and at a meeting held in the usual meeting place on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the Governing Body of the City has previously passed Ordinance No. ____ authorizing the issuance of the Notes in the principal amount of $30,370,000 and the Ordinance authorized the Governing Body to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Notes to pay a portion of the costs of the Improvements and refund the Series 2018-1 Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, and specifically, K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-614 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-1736 *et seq.*, K.S.A. 13-1055a and 13-1055b, each as amended and supplemented from time to time and the City's Home Rule Authority under Article 12, Section 5 of the Kansas Constitution.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Leawood, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Dated Date" means the Issue Date.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 2019-1 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the City's Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the City and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the City and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Owner of any of the Notes then Outstanding.

"Federal Tax Certificate" means the City's Tax and Arbitrage Certificate and Agreement dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"**Finance Director**" means the duly appointed and/or elected Director of Finance of the City or, in the absence of the Finance Director, the duly appointed Deputy Finance Director or Acting Finance Director of the City.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body of the City to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the City which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed to the City under State or federal law.

"Fiscal Year" means the twelve-month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"**Governing Body**" means the City Council of the City.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series 2019-1 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the City for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date" means March 1, 2020 and the Maturity of the Notes.

"Issue Date" means the date when the City delivers the Notes to the Original Purchasers in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor of the City, or in the Mayor's absence, the duly appointed and/or elected Mayor Pro Tem or Acting Mayor of the City.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes, Series 2019-1, authorized and issued by the City pursuant to the Ordinance and this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the City at:

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

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Original Purchasers:

_____
_____
_____

(d) To the Rating Agency:

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

"Notice Representative" means:

(a) With respect to the City, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Original Purchasers, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means City's Official Statement relating to the Notes.

"**Ordinance**" means the Ordinance No. ____ of the City authorizing the issuance of the Notes, as amended from time to time.

"Original Purchasers" means _____, _____, _____, the original purchaser of the Notes, and any successors and assigns.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the City is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Notes plus accrued interest to the date of delivery, plus a net premium of $_____.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Rebate Fund" means the Rebate Fund for General Obligation Temporary Notes, Series 2019-1 created pursuant to **Section 501** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Refunded Notes" means Series 2018-1 Notes maturing on September 1, 2019 in the aggregate principal amount of $23,470,000.

"Refunded Notes Paying Agent" means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

"Refunded Notes Resolution" means resolution which authorized the Refunded Notes.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with ***Article II*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2018-1 Notes" means the City's General Obligation Temporary Notes, Series 2018-1, dated August 29, 2018 in the original principal amount of $23,470,000.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Section 204*** hereof for the payment of Defaulted Interest.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the City described in **Article V** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on

obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There have been duly authorized and directed to be issued by the Ordinance the General Obligation Temporary Notes, Series 2019-1, of the City in the principal amount of $30,370,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) refund the Refunded Notes; and (c) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

Stated Maturity (September 1)	Principal Amount	Annual Rate of Interest
2020	$30,370,000	____%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Notes and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the City is hereby authorized and empowered to execute on behalf of the City an agreement with the Note Registrar and Paying Agent for the Notes to serve as such.

The City will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent.

Interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal of and interest on all Notes and at least annually shall forward a copy or summary of such records to the City.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The City covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated

Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The City shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The City and the Note Registrar shall not be required to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Article II** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City or a facsimile thereof shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed or imprinted adjacent thereto following registration of the Notes by the State Treasurer. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Original Purchasers upon instructions of the City or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the City and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Note Registrar that such Note has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the City and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 210. Book-Entry Notes; Securities Depository. The City and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The City may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the City determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) If the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the City, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the City, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this

Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the City the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated _____, 2019, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Original Purchasers in connection with the reoffering of the Notes is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The City agrees to provide to the Original Purchasers within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Original Purchasers to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Original Purchasers is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Original Purchasers. Delivery of the Notes shall be made to the Original Purchasers on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the City payable as to both principal and interest from proceeds of general obligation bonds or notes of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the City, shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer and the Finance Director are hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the City the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 2019-1.

(b) Debt Service Account for General Obligation Temporary Notes, Series 2019-1.

(c) Rebate Fund for General Obligation Temporary Notes, Series 2019-1.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body of the City and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body of the City; (b) retiring the Refunded Notes; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this **Article V** or the Federal Tax Certificate. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The City may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body of the City in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body of the City pursuant to this Section; (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the

Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The City may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the Governing Body of the City; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying the principal of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the City, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the City nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Note Resolution, including in particular **Article VII** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the City; or (b) if no such entity has a main or branch office located in the City,

with such an entity that has a main or branch office located in the county or counties in which the City is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the City so that there shall be no commingling with any other funds of the City.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as may be provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon.

No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The City covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, Finance Director and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the City. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant

to **Article VII** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The City hereby covenants with the Original Purchasers and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. The City further authorizes and ratifies the amendment to the Disclosure Undertaking, pursuant to **Section 6(c)** thereof, to revise the categories of Operating Data to be updated pursuant to **Section 2(a)(2)** thereof. Such covenant shall be for the benefit of and enforceable by the Original Purchasers and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Original Purchasers and/or any Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Original Purchasers or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Original Purchasers and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section. Notwithstanding any other provision of this Note Resolution, failure of the City to comply with its covenants in the preceding section shall not be considered an Event of Default under this Note Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of the financial statements of the City for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the City shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the City and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the Governing Body of the City at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the City may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Governing Body of the City amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the City shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the City.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The City, the Paying Agent and the Original Purchasers may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the City, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the Governing Body of the City.

(Remainder of this page intentionally left blank)

PASSED by the Governing Body of the City of Leawood, Kansas this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

(Seal)

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk

APPROVED AS TO FORM:

_____
Bond Counsel

Exhibit A

(Form of Notes)

REGISTERED
NUMBER ____

REGISTERED
$_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2019-1

Dated Date	Maturity Date	Interest Rate	CUSIP
August 29, 2019	September 1, 2020	_____%	_____

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Leawood, in the County of Johnson, State of Kansas (the "**City**"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable March 1, 2020 and on the Maturity Date until the Principal Amount has been paid.

Method and Place of Payment. The principal of this Note shall be paid at maturity to the person in whose name this Note is registered at the maturity date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "**Paying Agent**" and "**Note Registrar**"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or

more in aggregate principal amount of Notes by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF LEAWOOD, KANSAS

(Seal)

By: (manual or facsimile)
Mayor

ATTEST:

By: (manual or facsimile)
Clerk

The General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Seal)

(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2019-1, of the City of Leawood, Kansas, described in the within-mentioned Note Resolution.

Registration Date _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: 4182-046-082919-622

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the City designated "General Obligation Temporary Notes, Series 2019-1," aggregating the principal amount of $_____ (the "**Notes**") issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Notes and the Resolution of the City prescribing the form and details of the Notes (the "**Note Resolution**"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including in particular K.S.A. 10-101 to 10-125, inclusive, and specifically, K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-614 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-1736 *et seq.* and K.S.A. 13-1055a and 13-1055b, each as amended and the City's Home Rule Authority under Article 12, Section 5 of the Constitution of the State of Kansas and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the City payable from the proceeds of general obligation bonds or notes of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are not subject to redemption prior to maturity.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as

the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the City, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note, together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The City and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Leawood, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of _____ __, 2019.

WITNESS my hand and official seal.

(Seal)

By: (manual or facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

Jake LaTurner, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on August __, 2019.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

DRAFT

ORDINANCE NO. 2954

OF

THE CITY OF LEAWOOD, KANSAS

PASSED

AUGUST 12, 2019

$_____
TAXABLE GENERAL OBLIGATION REFUNDING BONDS
SERIES 2019-A

(PUBLISHED IN THE LEGAL RECORD ON AUGUST 20, 2019)

ORDINANCE NO. 2954

ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF $_____ TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019-A, OF THE CITY OF LEAWOOD, KANSAS FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING TAXABLE GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Leawood, Kansas (the "**City**") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "**State**"); and

WHEREAS, the City has previously issued and has outstanding Taxable General Obligation Improvement Bonds, Series 2011-A, in the aggregate principal amount of $5,155,000 (the "Series 2011-A Bonds"), and due to the current interest rate environment, the City has the opportunity and intends to issue its general obligation refunding bonds in order to refund and thereby achieve an interest cost savings on a portion of the indebtedness represented the Series 2011-A Bonds as follows (the "**Refunded Bonds**"):

Description	Series	Dated Date	Maturity Years	Amount
Taxable General Obligation Improvement Bonds	2011-A	August 15, 2011	2020 to 2026	$2,415,000

; and

WHEREAS, the City is authorized by K.S.A. 10-427 *et seq*. to issue general obligation bonds for the purpose of refunding bonds of the City, and it is proposed that the City issue general obligation refunding bonds to refund the Refunded Bonds as provided herein; and

WHEREAS, the City Council of the City (the "**Governing Body**") has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date, awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A 10-427 *et seq*., K.S.A. 10-620 *et seq*., and K.S.A. 12-6a01, *et seq*., each as amended and

supplemented from time to time and the City's Home Rule Authority under Article 12, Section 5 of the Kansas Constitution.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's Taxable General Obligation Refunding Bonds, Series 2019-A, dated the date of delivery to the Original Purchasers, authorized by this Ordinance.

"City" means the City of Leawood, Kansas.

"**City Treasurer**" or "**City Finance Director**" means the duly appointed and acting Treasurer or Finance Director of the City, or in the absence of the Treasurer or Finance Director, the Deputy or person acting in such capacity, as the case may be.

"Clerk" means the duly appointed and/or acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.

"**Governing Body**" means the City Council of the City.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Mayor Pro Tem or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Original Purchasers" means, with respect to the Bonds, the original purchasers of the Bonds identified as such in the Bond Resolution.

"Refunded Bonds" means the Series 2011-A Bonds maturing by their stated terms on September 1 in the years 2020 through 2026, inclusive, in the aggregate principal amount of $2,415,000.

"Series 2011-A Bonds" means the City's Taxable General Obligation Improvement Bonds, Series 2011-A, dated August 15, 2011, in the original principal amount of $5,155,000, of which Series 2011-A Bonds in the aggregate principal amount of $2,760,000 remain outstanding and payable.

"State" means the State of Kansas.

Section 2. Authorization of the Bonds. There are hereby authorized and directed to be issued the Taxable General Obligation Refunding Bonds, Series 2019-A, of the City in the principal amount of $_____, for the purpose of providing funds to: (a) refund and retire the Refunded Bonds and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from special assessments levied on properties benefitted by certain improvements financed by the Refunded Bonds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, both real and personal, within the territorial limits of the City.

The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body of the City.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Bonds and to procure the proper registration in the office of the City Clerk and in the office of the State Treasurer of the State of Kansas, and when so executed and registered, said Bonds shall be delivered to the Original Purchasers upon payment of the purchase price therefor as provided in the Bond Resolution.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Bonds shall be deposited with the City Treasurer and used and applied as provided in the Bond Resolution.

Section 7. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting special assessments on properties benefitted by certain improvements financed by certain of the Refunded Bonds and to the extent such special assessments shall not be so collected, by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer and the City Finance Director are hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 8. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 10. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City, approval by the Mayor and publication in the official City newspaper.

(Remainder of this page intentionally left blank)

PASSED by the Governing Body of the City this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

(SEAL)

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk

APPROVED AS TO FORM:

_____
Bond Counsel

(Signature Page to Bond Ordinance – Series 2019-A Bonds)

DRAFT

RESOLUTION NO. 5234

OF

THE CITY OF LEAWOOD, KANSAS

ADOPTED

AUGUST 12, 2019

$_____
TAXABLE GENERAL OBLIGATION REFUNDING BONDS
SERIES 2019-A

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EXHIBIT A – FORM OF BONDS....A-1

RESOLUTION NO. 5234

RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF $_____ TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019-A, OF THE CITY OF LEAWOOD, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Leawood, Kansas (the "**City**") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "**State**"); and

WHEREAS, the City Council of the City (the "**Governing Body**") has previously passed Ordinance No. ____ authorizing the issuance of the Bonds herein described; and

WHEREAS, the Ordinance authorized the Governing Body to adopt a resolution prescribing certain details and conditions of and to make certain covenants with respect to the issuance of the Bonds.

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

Article I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A 10-427 *et seq*., K.S.A. 10-620 *et seq*., and K.S.A. 12-6a01, *et seq*., each as amended and supplemented from time to time and the City's Home Rule Authority under Article 12, Section 5 of the Kansas Constitution.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" means the Taxable General Obligation Refunding Bonds, Series 2019-A, authorized and issued by the City pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Leawood, Kansas.

"Clerk" means the duly appointed and/or acting City Clerk of the City or, in the City Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"**Costs of Issuance Account**" means the Cost of Issuance Account for Taxable General Obligation Refunding Bonds, Series 2019-A, created within the Bond and Interest Fund Section 501 hereof.

"Dated Date" means the Issue Date.

"Debt Service Account" means the Debt Service Account for Taxable General Obligation Refunding Bonds, Series 2019-A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the City's Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the City and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the City and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Owner of any of the Bonds then Outstanding.

"**Finance Director**" means the duly appointed and/or elected Director of Finance of the City or, in the absence of the Finance Director, the duly appointed Deputy Finance Director or Acting Finance Director of the City.

"**Fiscal Year**" means the twelve-month period ending on December 31.

"**Funds and Accounts**" means funds and accounts created pursuant to or referred to in **Section 501** hereof.

"**Governing Body**" means the City Council of the City.

"**Independent Accountant**" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the City for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"**Interest Payment Date(s)**" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2020.

"**Issue Date**" means the date when the City delivers the Bonds to the Original Purchasers in exchange for the Purchase Price.

"**Issuer**" means the City and any successors or assigns.

"**Maturity**" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"**Mayor**" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Mayor Pro Tem or Acting Mayor of the City.

"**Moody's**" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"**Notice Address**" means with respect to the following entities:

(a) To the City at:

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

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Original Purchasers:

_____
_____
_____

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the City, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Original Purchasers, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means City's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. ____ of the City authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Article VII** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the City is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery, plus a net reoffering premium of $_____.

"Original Purchasers" means _____, _____, _____, the original purchasers of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the City, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Bonds created pursuant to **Section 501** hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means the Series 2011-A Bonds maturing by their stated terms on September 1 in the years 2020 through 2026, inclusive, in the aggregate principal amount of $2,415,000.

"Refunded Bonds Paying Agent" means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

"**Refunded Bonds Redemption Date**" means September 1, 2019 or as soon thereafter as practical.

"Refunded Bonds Resolution" means the resolution which authorized the Refunded Bonds.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with **Section 210** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2011-A Bonds" means the City's Taxable General Obligation Improvement Bonds, Series 2011-A, dated August 15, 2011, in the original principal amount of $5,155,000, of which Series 2011-A Bonds in the aggregate principal amount of $2,760,000 remain outstanding and unpaid.

"**Special Record Date**" means the date fixed by the Paying Agent pursuant to **Article II** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Treasurer" means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

Article II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been duly authorized and directed to be issued pursuant to the Ordinance in the principal amount of $_____, for the purpose of providing funds to: (a) refund and retire the Refunded Bonds and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity September 1	Principal Amount	Annual Rate of Interest	Stated Maturity September 1	Principal Amount	Annual Rate of Interest

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 et seq.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the City is hereby authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds to serve as such.

The City will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 et seq. and K.S.A. 10-620 et seq., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated

Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may

be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Original Purchasers upon instructions of the City or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 210. Book-Entry Bonds; Securities Depository. The City and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The City may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the City determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated _____, 2019, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Finance Director of the City are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Original Purchasers in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The City agrees to provide to the Original Purchasers within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Original Purchasers to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Original Purchasers is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Original Purchasers. Delivery of the Bonds shall be made to the Original Purchasers on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

Article III

REDEMPTION OF BONDS

Section 301. Redemption by City. [The Bonds shall not be subject to redemption and payment prior to their stated maturity.] /

[Optional Redemption. At the option of the City, Bonds maturing on September 1 in the years 20__, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 20__, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the City shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the City desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the City shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the City shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the City shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the City or the Bond Registrar on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

Article IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from special assessments levied on properties benefitted by certain improvements financed by certain of the Refunded Bonds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, both real and personal, within the territorial limits of the City.

The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting special assessments on properties benefitted by certain improvements financed by certain of the Refunded Bonds and to the extent such special assessments shall not be so collected, by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the City shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer and the Finance Director are hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Article V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the City the following Funds and Accounts:

(a) Redemption Fund for the Refunded Bonds.

(b) Costs of Issuance Account for Taxable General Obligation Refunding Bonds, Series 2019-A.

(c) Debt Service Account for Taxable General Obligation Refunding Bonds, Series 2019-A (within the Bond and Interest Fund).

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds, if any, shall be deposited in the Debt Service Account.

(b) The sum of $_____ shall be deposited into the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Costs of Issuance Account.

Section 503. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the City for the sole purpose of paying Costs of Issuance. After paying Costs of Issuance, but in any event not later than 30 days prior to the first Stated Maturity of principal, any funds remaining in the Cost of Issuance Account should be deposited in the Debt Service Account.

Section 504. Application of Moneys in the Redemption Fund; Redemption of Refunded Bonds. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds upon redemption on the Refunded Bonds Redemption Date as herein provided. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the City; or (b) if no such entity has a main or branch office located in the City, with such an entity that has a main or branch office located in the county or counties in which the City is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the City so that there shall be no commingling with any other funds of the City.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Article VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Article VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal

of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

Article VIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The City hereby covenants with the Original Purchasers and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Original Purchasers and the Beneficial Owners.

Section 802. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Original Purchasers and/or any Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Original Purchasers or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Original Purchasers and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the City to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

Article IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of the financial statements of the City for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the City shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the City and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the City may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The City, the Paying Agent and the Original Purchasers may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the City, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

(Remainder of this page intentionally left blank)

PASSED by the Governing Body of the City of Leawood, Kansas this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

(Seal)

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
(FORM OF BONDS)

REGISTERED
NUMBER ___

REGISTERED
$_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2019-A

Dated Date	Maturity Date	Interest Rate	CUSIP
August 29, 2019	September 1, 20__	_____%	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Leawood, in the County of Johnson, State of Kansas (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing _____ 1, 20__ (the "**Interest Payment Dates**"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "**Paying Agent**" and "**Bond Registrar**"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount

of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the City designated "**Taxable General Obligation Refunding Bonds, Series 2019-A**," aggregating the principal amount of $_____ (the "**Bonds**") issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A 10-427 et seq., and K.S.A. 10-620 et seq., and K.S.A. 12-6a01, et seq., each as amended, and the City's Home Rule Authority under Article 12, Section 5 of the Kansas Constitution and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. [The Bonds are <u>not</u> subject to redemption prior to their stated maturities.] / [The Bonds are subject to redemption prior to maturity, as provided in the Bond Resolution.]

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the City, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF LEAWOOD, KANSAS

(Seal)

By: (manual/facsimile)
Mayor

ATTEST:

By: (manual/facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Taxable General Obligation Refunding Bonds, Series 2019-A, of the City of Leawood, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By: _____

Registration Number: 4182-046-082919-___

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Leawood, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of _____ __, 2019.

WITNESS my hand and official seal.

(Seal)

By: (manual/facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

Jake LaTurner, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on August __, 2019.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

Return to Agenda

Meeting Date: August 12, 2019

City of Leawood

6.G.

Memo

To: Mayor Dunn and City Council Members

From: Patricia Bennett

Date: July 31, 2019

Re: Draft Non Discrimination Ordinance

Attached please find a draft ordinance prohibiting discrimination against individuals based on sexual orientation or gender identity. Current state and federal laws serve to protect people against discrimination on the basis of age, race, religion, color, sex, disability, national origin, ancestry, marital status, familial status and military status, so those categories are not included.

This draft is similar to the ordinances passed by other Johnson County cities in that it prohibits this discrimination in employment, public accommodations and housing. The ordinance provides a process where claims of violations would be investigated by the Police Department and then could be pursued by the prosecutor. If the Municipal Judge finds that a violation has occurred, then the Judge could order restitution and/or a civil penalty up to $1,000 per violation.

Please let me know if you have any questions.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER XI OF THE CODE OF THE CITY OF LEAWOOD, 2000, BY ADDING A NEW ARTICLE 11 PERTAINING TO PROHIBITED DISCRIMINATION

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

SECTION ONE. That the Code of the City of Leawood is hereby amended by adding a new Article 11 to Chapter 11 to read as follows:

ARTICLE 11. NON-DISCRIMINATION

11-1101. DEFINITIONS.

The definitions contained within the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., shall apply to this article unless a term is specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) **Aggrieved individual** means any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice as set forth herein.

(b) **City** means the City of Leawood, Kansas.

(c) **Code** means the Code of the City of Leawood, Kansas, 2000 as amended.

(d) **Days** means calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.

(e) **Employee** means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. The term employee does not include an independent contractor.

(f) **Employer** means any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing four or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no non-profit fraternal or social association/corporation shall be considered to be an employer.

(g) **Gender identity** means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.

(h) **Investigator** means the City of Leawood Chief of Police or his/her designee.

(i) **Nonprofit fraternal or social association/corporation** means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members

thereof clearly set forth in a constitution or by-laws adopted by the membership; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

(j) **Place of public accommodation** shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

(k) **Religious organization** means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.

(l) **Rent** means to lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for payment or other consideration.

(m) **Rental housing** means any real property, consisting of more one or more dwelling units, which is required to obtain a license or permit or is otherwise addressed in Chapter 8 of this Code.

(n) **Respondent** means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.

(o) **Sexual orientation** means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

11-1102. DECLARATION OF POLICY.

(a) Rights Recognized. The right of an individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:

(1) The right to pursue and hold employment and the benefits associated therewith without unlawful discrimination.

(2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without unlawful discrimination.

(3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefore, without unlawful discrimination.

(4) The right to exercise any right granted under this ordinance without retaliation.

(b) Protection. To protect these rights, it is hereby declared to be the purpose of this article to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

11-1103. UNLAWFUL PRACTICES.

(a) Employment. It shall be an unlawful discriminatory practice for an employer to refuse to hire or employ, or to discharge from employment or to otherwise discriminate against an otherwise qualified person because of the person's sexual orientation or gender identity; or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.

(b) Housing. It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property including rental housing, or in the provision of services or facilities in connection therewith, because of an individual's sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.

(c) Public Accommodation. It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages or accommodations to any individual because of their sexual orientation or gender identity.

(d) Defenses. It shall be a defense to any allegation of an unlawful discriminatory practice brought hereunder:

(1) that the individual or entity did not know or have reason to know of the aggrieved individual's sexual orientation or gender identity;

(2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance; or

(3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (i.e. the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).

(e) Exceptions. Nothing in this article shall:

(1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.

(2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law.

(3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.

(4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that an employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.

(5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

(6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender.

(7) be construed to prohibit or require an action in violation of a person's rights protected by K.S.A. 60-5301 et seq.

(8) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state laws consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide appropriate procedures for addressing complaints for such discrimination and retaliation.

11-1104. ENFORCEMENT.

(a) An aggrieved individual may file a written, verified complaint that the individual has been, or is being, subject to an alleged unlawful discriminatory practice as prohibited by this article. The complaint may be filed personally or through an attorney (or if a minor, through the minor's parent, legal guardian or attorney) and shall be completed on a form provided by the city. The complaint form shall state the names and contact information of the aggrieved individual, the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the form provided by the city.

(b) The complaint form shall be submitted to the investigator via hand-delivery, certified mail, or by email, and shall only be considered complete if all information required by the city's form

has been provided to the extent such information is reasonably available to the aggrieved individual.

(c) The complaint form must be filed within sixty (60) days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within sixty (60) days of the last act of discrimination.

(d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) thirty (30) days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional thirty (30) days. If the respondent(s) accused of violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city.

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation, statements or testimony as needed to facilitate the investigation of the complaint. This investigation period shall be concluded within sixty (60) days of the investigator's last request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.

(f) Within thirty (30) days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and this notification shall be considered a final order and no further action shall be taken by the city.

(h) If the investigator finds probable cause that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within sixty (60) days of the date of the finding of probable cause, the matter shall be referred to the city prosecutor for review and filing of ordinance violation charges in the Municipal Court. The investigator may extend the time for signing a settlement agreement for good cause and with the agreement of all parties.

(i) If the prosecutor determines that ordinance violation charges should be brought, then the matter will be scheduled for arraignment and notice given to the parties in accordance with law. If the Municipal Court Judge finds that a violation of this article has occurred, the Municipal Court Judge may order restitution and/or a civil penalty in the amount of up to $1,000.00 for each violation. Each party is to bear their own attorneys' fees, if any.

(j) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.

11-1105. SEVERABILITY.

Should any section, subsection, sentence, clause or phrase of this article, or the application thereof to any person or circumstance, be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this article.

SECTION TWO: This ordinance shall be construed as follows:

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

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

SECTION THREE: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk, CMC

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Return to Agenda

7.A.

CITY OF LEAWOOD
Check Date 07/17/2019
Ordinance 2019-28

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
102206	ABM SUPPLY	BP VESTS	4,000.00	**4,000.00**
102207	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE	284.66	**284.66**
102208	AES LAWNPARTS	EQUIP. MAINT. SUPPLIES	53.15	**53.15**
102209	AMERICAN SAFETY & HEALTH INST	TRAINING	159.20	**159.20**
102210	AMERICAN SENTRY ELECTRONIC SYS	QUARTERLY ALARM MONITORING SERVICE	409.50	**409.50**
102211	AT&T	PHONE SERVICE	167.40	**167.40**
102212	AT&T	PHONE SERVICE	125.30	**125.30**
102213	AT&T	PHONE SERVICE	318.54	**318.54**
102214	AT&T INTERNET	CABLE	106.93	**106.93**
102215	BATTERIES PLUS	MATERIAL & SUPPLIES	35.04	**35.04**
102216	BERNIE ELECTRIC WHOLESALE INC	MATERIALS & SUPPLIES	369.41	**369.41**
102217	BLUE VALLEY PUBLIC SAFETY	EQUIPMENT MAINT. SERVICE	1,885.50	**1,885.50**
102218	BRIGGS TURF FARM	SOD	45.05	
		SOD	180.20	
		SOD	530.00	
		SOD	132.50	
		SOD	140.00	
		SOD	927.50	
		SOD	53.00	**2,008.25**
102219	BROOKINS, AJHERAN RUVON	REFUND FOR CDL/PHOTO	13.00	**13.00**
102220	BRUNER CONTRACTING CO LLC	2018 DESIGN/BUILD: PW MAINT. 2-BAY ADDIT	219,513.94	**219,513.94**

Check #	Vendor	Description	Amount Paid	Check Total
102221	C & C GROUP DIVISIONS	TECHNICIAN LABOR - TRENDS HYPERLINK	335.00	**335.00**
102222	CALLAWAY GOLF CO	PROSHOP MERCHANDISE	148.80	**148.80**
102223	CDW GOVERNMENT INC	FORTIGATE 100F	2,995.00	
		MATERIALS & SUPPLIES	365.00	
		VIDEO CARDS	1,350.00	
		SSD DRIVES	2,680.00	
		FORTINET 1YR LIC	525.00	**7,915.00**
102224	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT.	242.48	**242.48**
102225	CONSOLIDATED COMMUNICATION	PHONE SERVICE	463.14	**463.14**
102226	CORPORATE HEALTH KU MEDWEST	POST OFFER TESTING - PD	509.00	
		POST OFFER, POST ACCIDENT TESTING	513.00	**1,022.00**
102227	CRAIGHEAD, EMILY	TRAVEL ADVANCE - EMILY CRAIGHEAD	178.00	**178.00**
102228	DANKO EMERGENCY EQUIPMENT CO	EQUIPMENT MAINT.	522.00	**522.00**
102229	DELL MARKETING LP DELL USA LP	EXPENDABLE EQUIP.	543.79	**543.79**
102230	DREXEL TECHNOLOGIES	DIGITAL PLANS INDEX & UPLOAD	444.34	**444.34**
102231	ELLIOTT EQUIPMENT COMPANY	VEHICLE OPERATIONS/MAINT	106.77	
		EQUIP. MAINT. SUPPLIES	536.15	**642.92**
102232	EXCEL LINEN SUPPLY	LINEN CLEANING	228.81	
		LINEN CLEANING	36.79	
		LINEN CLEANING	157.70	**423.30**
102233	FACTORY MOTOR PARTS CO	VEHICLE OPERATIONS/MAINT	295.74	
		BUILDING/GROUNDS MAINT	58.71	
		VEHICLE OPERATIONS/MAINT	132.11	
		VEHICLE OPERATIONS/MAINT	65.69	
		VEHICLE OPERATIONS/MAINT	-302.88	**249.37**
102234	FAMILY CONSERVANCY, THE	ALCOHOL TAX FUND ALLOCATION	1,758.75	**1,758.75**

Check #	Vendor	Description	Amount Paid	Check Total
102235	FASTSIGNS	MATERIALS & SUPPLIES	54.00	**54.00**
102236	FERGUSON ENTERPRISES LLC	VEHICLE OPERATIONS/MAINT	74.80	
		VEHICLE OPERATIONS/MAINT	74.80	**149.60**
102237	FILTA ENVIRONMENTAL SOLUTIONS	FRYER SERVICE	45.00	**45.00**
102238	FORCE AMERICA LLC	VEHICLE OPERATIONS/MAINT	65.18	**65.18**
102239	FOSTER BROS WOOD PRODUCTS INC	GROUND BARK, 78 YARDS	1,046.50	**1,046.50**
102240	FRY & ASSOCIATES INC	GEZER PARK CLIMBER	2,493.41	**2,493.41**
102241	GOFF, PHIL	TRAVEL ADVANCE - PHIL GOFF	178.00	**178.00**
102242	GOVERNMENT SOLUTIONS LLC, MCKESS	MATERIAL & SUPPLIES	90.87	**90.87**
102243	GRAINGER INC	MATERIALS & SUPPLIES	76.49	
		UNIFORM/CLOTHING	22.57	
		UNIFORM/CLOTHING	45.14	
		EQUIPMENT SUPPLIES	290.13	**434.33**
102244	GRASS PAD INC	BUILDING/GROUNDS MAINT	14.95	**14.95**
102245	GUNTER PEST MANAGEMENT INC	PEST SERVICE	60.00	
		PEST SERVICE	60.00	
		PEST CONTROL AT JC	110.00	
		BUILDING & GROUNDS	50.00	**280.00**
102246	H2O WINDOW CLEANING LLC	WINDOW CLEANING	54.00	**54.00**
102247	HEARTLAND REG ASSESSMENT CTR	ALCOHOL TAX FUND ALLOCATION	7,023.25	**7,023.25**
102248	HEN HOUSE BALLS FOOD STORES	4TH OF JULY SUPPLIES	71.78	
		4TH OF JULY SUPPLIES	27.93	**99.71**
102249	HINCKLEY SPRINGS	BOTTLED WATER	69.31	**69.31**
102250	HOPKINS, JOSHUAH	2019 TUITION REIMBURSEMENT: HOPKINS,	231.00	**231.00**

Check #	Vendor	Description	Amount Paid	Check Total
102251	ICE MASTERS LLC	ADMIN. CONTRACTURAL EXP	114.00	
		ICE MACHINE RENTAL SERVICE	172.00	**286.00**
102252	INDUSTRIAL SALES CO INC	MATERIALS & SUPPLIES	42.08	
		MATERIALS & SUPPLIES	160.13	
		MATERIALS & SUPPLIES	72.86	
		MATERIALS & SUPPLIES	404.21	**679.28**
102253	INLAND TRUCK PARTS COMPANY	VEHICLE OPERATIONS MAINT	99.94	**99.94**
102254	INTERSTATE ELECTRICAL SUPPLY	MATERIAL & SUPPLIES	188.28	**188.28**
102255	J M FAHEY CONSTRUCTION CO	BLANKET PO: 2019 ASPHALT FOR STREETS	4,768.25	
		MISSION ROAD (127TH TO 119TH ST)	271,725.92	**276,494.17**
102256	JO CO DEPT OF CORRECTIONS	ALCOHOL TAX FUND ALLOCATION	793.25	**793.25**
102257	JO CO MENTAL HEALTH CENTER	ALCOHOL TAX FUND ALLOCATION	36,178.75	**36,178.75**
102258	JO CO WASTEWATER	WASTEWATER SERVICE	16.15	
		WASTEWATER SERVICE	874.97	
		WASTEWATER SERVICE	2,038.49	
		WASTEWATER SERVICE	86.65	
		WASTEWATER SERVICE	235.22	**3,251.48**
102259	JOHNSON COUNTY NAACP #4038	2019 ANNUAL FREEDOM FUND SPONSORSHIP	300.00	**300.00**
102260	JOHNSON COUNTY NAACP #4038	NAACP MEMBERSHIP - DUNN	30.00	**30.00**
102261	KANSAS CITY FIRST AID LLC	AED ELECTRODES AND BATTERIES	1,150.00	**1,150.00**
102262	KANSAS CITY GOLF ASSOCIATION	HANDICAP FEES	1,062.00	**1,062.00**
102263	KANSAS GOLF & TURF INC	EQUIP MAINT/SERVICE	218.69	**218.69**
102264	KIDDS TOWING & RECOVERY	TOWING SERVICES	135.00	**135.00**
102265	KIESLER POLICE SUPPLY INC	SIMUNITION ROUNDS	514.00	**514.00**

Check #	Vendor	Description	Amount Paid	Check Total
102266	KINCAID READY MIX	CONCRETE	662.50	
		CONCRETE	376.25	**1,038.75**
102267	KISSICK CONSTRUCTION CO	2018 CMP PROGRAM	320,501.73	**320,501.73**
102268	KNIFE MAN, THE	KNIFE SERVICE	45.00	**45.00**
102269	LANGUAGE LINE SERVICES	INTERPRETATION SERVICES	37.42	**37.42**
102270	LAWSON PRODUCTS INC	MATERIALS & SUPPLIES	498.54	**498.54**
102271	LEAWOOD CHAMBER OF COMMERCE	CHAMBER LUNCHEON 7/16/2019	30.00	**30.00**
102272	LEGAL RECORD	LEGAL PUB/ADVERTISING	76.48	
		LEGAL PUB/ADVERTISING	56.07	
		LEGAL PUB/ADVERTISING	34.76	**167.31**
102273	LENNOX INDUSTRIES INC	BUILDING/GROUNDS MAINT	-2.64	
		BUILDING/GROUNDS MAINT	96.74	**94.10**
102274	LEY, DAVID	TRAVEL RECONCILIATION - DAVID LEY	48.41	**48.41**
102275	LOWES	HARDWARE SUPPLIES	847.73	**847.73**
102276	M & M GOLF CARS LLC	SPECIAL EVENT GOLF CAR RENTAL 6/24/2019	300.00	**300.00**
102277	MAHER OIL CO	EQUIP MAINT/SERVICE	502.76	
		EQUIP MAINT/SERVICE	571.71	**1,074.47**
102278	MCCLURE ENGINEERING CO	2017-2018 PROF.SVS FOR TM-04-008 LW S. S	15,453.75	**15,453.75**
102279	METRO POLYGRAPH LLC	APPLICANT POLYGRAPH TESTING JUNE/JULY	450.00	**450.00**
102280	MHC KENWORTH	VEHICLE MAINT.	56.88	**56.88**
102281	MICRO CENTER AR	MATERIALS & SUPPLIES	319.92	
		MATERIALS & SUPPLIES	79.91	**399.83**
102282	MID AMERICA REGIONAL COUNCIL	TRAINING~	198.00	**198.00**
102283	MOBILFONE WIRELESS	COMMUNICATION	155.71	**155.71**

Check #	Vendor	Description	Amount Paid	Check Total
102284	MULTIPLE SERVICES EQUIPMENT CO	MAIL MACHINE SUPPLIES	97.00	**97.00**
102285	NATIONAL SIGN COMPANY INC	MATERIALS & SUPPLIES	266.00	**266.00**
102286	O H GERRY OPTICAL	SAFETY EYEWEAR	200.00	**200.00**
102287	OBIJI, MISHEA	CLEANING	250.00	
		CLEANING	150.00	**400.00**
102288	P & W GOLF SUPPLY LLC	MATERIALS & SUPPLIES	507.77	**507.77**
102289	PGA FOUNDATION, PGA REACH	TROON 4TH OF JULY DONATIONS	466.00	**466.00**
102290	POMP'S TIRE SERVICE INC	TIRES FOR VEHICLE 452	2,044.52	
		TIRES FOR PUBLIC WORKS EQUIPMENT # 470.	4,400.00	**6,444.52**
102291	PRAXAIR DISTRIBUTION INC 493	INDUSTRIAL ACETYLENE	380.40	**380.40**
102292	PRIDE CLEANERS MJV-A LLC	UNIFORM CLEANING	25.99	**25.99**
102293	Q4 INDUSTRIES LLC	MATERIALS & SUPPLIES	346.13	
		MISC CLEANING SUPPLIES	1,233.93	
		MATERIALS & SUPPLIES	895.30	
		MATERIALS & SUPPLIES	76.40	**2,551.76**
102294	RAINBOW TREECARE SCIENTIFIC AD	TRANSTECT INSECTICIDE- DINOTEFURAN	1,565.85	**1,565.85**
102295	RANCH MART ACE HARDWARE	EQUIP. MAINT	6.99	**6.99**
102296	RED OAK ANIMAL HOSPITAL	K9 VET SUPPLIES	157.98	**157.98**
102297	REINDERS INC	BLDG/GROUND SUPPLIES	818.38	
		BLDG/GROUND SUPPLIES	438.57	
		BUILDING/GROUNDS MAINT	-222.00	**1,034.95**
102298	REINHART FOODSERVICE	PREPARED FOOD	949.02	**949.02**

Check #	Vendor	Description	Amount Paid	Check Total
102299	ROB SIGHT FORD	VEHICLE OPERATIONS/MAINT	49.78	
		VEHICLE OPERATIONS/MAINT	76.99	
		VEHICLE OPERATIONS/MAINT	-327.95	
		VEHICLE PARTS	406.22	**205.04**
102300	ROMA BAKERY	PREPARED FOOD	41.12	
		PREPARED FOOD	69.54	**110.66**
102301	ROYAL CUP INC	FOOD	231.15	**231.15**
102302	RUSCO REFRIGERATION INC	BUILDING/GROUNDS MAINT	115.60	**115.60**
102303	SCNS SPORTS FOOD INC	PREPARED FOOD	180.00	**180.00**
102304	SHRED-IT USA LLC	SHREDDING SERVICE	347.30	**347.30**
102305	SITEONE LANDSCAPE SUPPLY LLC	BUILDING/GROUNDS MAINT	329.77	
		6 CASES OF TRINITY FUNGICIDE	1,076.31	**1,406.08**
102306	SOUTHEASTERN SECURITY CONS INC	VOLUNTEER BACKGROUNDS (4)	74.00	**74.00**
102307	STALLARD TECHNOLOGIES INC	MATERIALS & SUPPLIES	600.00	
		MATERIALS & SUPPLIES	700.00	**1,300.00**
102308	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	76.52	
		MATERIALS & SUPPLIES	138.79	
		MATERIALS & SUPPLIES	41.91	**257.22**
102309	SUBURBAN LAWN & GARDEN INC	TRASH DISPOSAL	12.00	
		TRASH DISPOSAL	26.00	
		TRASH DISPOSAL	35.00	
		TRASH DISPOSAL	14.00	
		TRASH DISPOSAL	22.00	
		BLDG/GROUND SUPPLIES	63.26	
		BLDG/GROUND SUPPLIES	94.88	**267.14**
102310	SYSCO FOOD SERVICE OF KC INC	FOOD	602.29	**602.29**
102311	TIDE DRY CLEANERS	UNIFORM CLEANING~	22.55	**22.55**

Check #	Vendor	Description	Amount Paid	Check Total
102312	TIME WARNER CABLE	CABLE	33.07	
		CABLE	37.70	**70.77**
102313	WALKER TOWEL & UNIFORM SERVICE	MAT CLEANING	103.71	
		MAT CLEANING	49.63	
		MAT CLEANING	108.78	**262.12**
102314	WAL-MART COMMUNITY BRC	MATERIALS & SUPPLIES	449.25	**449.25**
102315	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL	326.90	
		TRASH DISPOSAL	88.13	
		TRASH DISPOSAL	188.70	
		TRASH DISPOSAL	131.72	
		TRASH DISPOSAL	443.56	
		TRASH DISPOSAL	557.61	
		TRASH DISPOSAL~	174.11	**1,910.73**
102316	WATER DISTRICT 1 JO CO	WATER SERVICE	325.14	
		WATER SERVICE	34.00	
		WATER SERVICE	64.21	
		WATER SERVICE	776.99	
		WATER SERVICE	165.92	
		WATER SERVICE	64.27	**1,430.53**
102317	WESTLAKE HARDWARE	MATERIALS & SUPPLIES	22.96	**22.96**
102318	WILLIAMS, JACOB	TRAVEL ADVANCE - MAX WILLIAMS	200.00	**200.00**
102319	WINGFOOT COMMERCIAL TIRE, GOODYE/	TIRES AND ROAD SERVICE FOR VEHICLE 453.	1,327.38	**1,327.38**
102320	ZEROREZ OF KANSAS CITY LLC	BUILDING/GROUNDS MAINT	725.00	
		CHAIR CLEANING	1,965.00	**2,690.00**
310719	KC POWER & LIGHT CO	POWER SERVICE	67.83	**67.83**
620719	KC POWER & LIGHT CO	POWER SERVICE	194.98	**194.98**
1690719	KC POWER & LIGHT CO	POWER SERVICE	28.98	**28.98**

Check #	Vendor	Description	Amount Paid	Check Total
1820719	KC POWER & LIGHT CO	POWER SERVICE	138.31	**138.31**
5230719	KC POWER & LIGHT CO	POWER SERVICE	94.35	**94.35**
5650719	KC POWER & LIGHT CO	POWER SERVICE	171.38	**171.38**
7190719	KC POWER & LIGHT CO	POWER SERVICE	80.58	**80.58**
7212019	KANSAS GAS SERVICE	GAS SERVICE	1,255.54	**1,255.54**
9060719	KC POWER & LIGHT CO	POWER SERVICE	76.82	**76.82**
15280719	KC POWER & LIGHT CO	POWER SERVICE	83.94	**83.94**
16610719	KC POWER & LIGHT CO	POWER SERVICE	141.93	**141.93**
16800719	KC POWER & LIGHT CO	POWER SERVICE	89.58	**89.58**
20060719	KC POWER & LIGHT CO	POWER SERVICE	62.48	**62.48**
20470719	KC POWER & LIGHT CO	POWER SERVICE	46.05	**46.05**
20840719	KC POWER & LIGHT CO	POWER SERVICE	122.56	**122.56**
21150719	KC POWER & LIGHT CO	POWER SERVICE	90.42	**90.42**
22680719	KC POWER & LIGHT CO	POWER SERVICE	62.43	**62.43**
23010719	KC POWER & LIGHT CO	POWER SERVICE	79.04	**79.04**
26700719	KC POWER & LIGHT CO	POWER SERVICE	61.80	**61.80**
30330719	KC POWER & LIGHT CO	POWER SERVICE	47.00	**47.00**
30810719	KC POWER & LIGHT CO	POWER SERVICE	83.09	**83.09**
31660719	KC POWER & LIGHT CO	POWER SERVICE	86.43	**86.43**
32220719	KC POWER & LIGHT CO	POWER SERVICE	56.10	**56.10**
33740719	KC POWER & LIGHT CO	POWER SERVICE	52.07	**52.07**
37760719	KC POWER & LIGHT CO	POWER SERVICE	5,482.01	**5,482.01**

Check #	Vendor	Description	Amount Paid	Check Total
41560719	KC POWER & LIGHT CO	POWER SERVICE	62.23	**62.23**
43240719	KC POWER & LIGHT CO	POWER SERVICE	134.57	**134.57**
43510719	KC POWER & LIGHT CO	POWER SERVICE	1,612.16	**1,612.16**
46160719	KC POWER & LIGHT CO	POWER SERVICE	65.32	**65.32**
47610719	KC POWER & LIGHT CO	POWER SERVICE	46.03	**46.03**
50870719	KC POWER & LIGHT CO	POWER SERVICE	182.38	**182.38**
52440719	KC POWER & LIGHT CO	POWER SERVICE	68.58	**68.58**
52720719	KC POWER & LIGHT CO	POWER SERVICE	67.22	**67.22**
52760719	KC POWER & LIGHT CO	POWER SERVICE	90.68	**90.68**
53130719	KC POWER & LIGHT CO	POWER SERVICE	42.18	**42.18**
53810719	KC POWER & LIGHT CO	POWER SERVICE	6,692.67	**6,692.67**
54120719	KC POWER & LIGHT CO	POWER SERVICE	182.69	**182.69**
55550719	KC POWER & LIGHT CO	POWER SERVICE	126.57	**126.57**
59580719	KC POWER & LIGHT CO	POWER SERVICE	192.97	**192.97**
60700719	KC POWER & LIGHT CO	POWER SERVICE	122.48	**122.48**
61670719	KC POWER & LIGHT CO	POWER SERVICE	95.36	**95.36**
62940719	KC POWER & LIGHT CO	POWER SERVICE	88.68	**88.68**
63100719	KC POWER & LIGHT CO	POWER SERVICE	196.55	**196.55**
64140719	KC POWER & LIGHT CO	POWER SERVICE	93.48	**93.48**
65300719	KC POWER & LIGHT CO	POWER SERVICE	119.89	**119.89**
65390719	KC POWER & LIGHT CO	POWER SERVICE	272.70	**272.70**
67600719	KC POWER & LIGHT CO	POWER SERVICE	61.07	**61.07**

Check #	Vendor	Description	Amount Paid	Check Total
69630719	KC POWER & LIGHT CO	POWER SERVICE	61.02	**61.02**
77660719	KC POWER & LIGHT CO	POWER SERVICE	187.19	**187.19**
84480719	KC POWER & LIGHT CO	POWER SERVICE	78.64	**78.64**
86420719	KC POWER & LIGHT CO	POWER SERVICE	126.38	**126.38**
86760719	KC POWER & LIGHT CO	POWER SERVICE	164.05	**164.05**
89590719	KC POWER & LIGHT CO	POWER SERVICE	57.28	**57.28**
97130719	KC POWER & LIGHT CO	POWER SERVICE	21.08	**21.08**
98740719	KC POWER & LIGHT CO	POWER SERVICE	75.34	**75.34**
20707191	KC POWER & LIGHT CO	POWER SERVICE	154.10	**154.10**

171 checks in this report.

Grand Total All Checks: **968,280.53**

CITY OF LEAWOOD
Check Date 07/24/2019
Ordinance 2019-29

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
102321	EDMONDS, ALEXA	KISS ME KATE STAGE MANAGER	600.00	**600.00**
102322	ELLIS, HERSH	DIRECTOR FOR "KISS ME KATE"	1,000.00	**1,000.00**
102323	SEEFELDT, KRISTIN	CHOREOGRAPHER - KISS ME KATE	700.00	**700.00**
102324	SPRONG, HUNTER NIXON	MUSIC DIRECTOR - KISS ME KATE	600.00	**600.00**
102325	TYSICK, KENNETH	CONDUCTOR - KISS ME KATE	500.00	**500.00**
102326	GABEL, KAYDEE	ACCOMPANIST - KISS ME KATE	700.00	**700.00**
102327	O'LEARY, JENNIFER MARIE GRIMM	COSTUME DESIGNER - KISS ME KATE	600.00	**600.00**
102328	FIRST INSURANCE FUNDING CORP	INSURANCE INSTALLMENT	1,365.69	**1,365.69**
102329	WRIGHT, WILLIAM	SET CONSTRUCTION - KISS ME KATE	400.00	**400.00**
102330	AAA PARTY RENTAL	BLEACHER RENTALS	1,061.00	**1,061.00**
102331	ACCU-SCREEN INC	PD POST ACCIDENT TESTS	564.60	**564.60**
102332	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	477.15	**477.15**
102333	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE	1,672.97	**1,672.97**
102334	ADIDAS AMERICA INC	EMPLOYEE UNIFORMS PROSHOP MERCHANDISE PROSHOP MERCHANDISE	67.28 206.60 726.96	**1,000.84**
102335	AMERICAN EQUIPMENT COMPANY	VEHICLE OPERATIONS MAINT.	281.48	**281.48**
102336	AMERICAN MICRO COMPANY	SCANNING-INDEXING-DVD & SHREDDING OF	4,374.90	**4,374.90**
102337	AMERICAN PUBLIC WORKS ASSOC	APWA RENEWAL FOR INSPECTION DIVISION-5	3,515.00	**3,515.00**

Check #	Vendor	Description	Amount Paid	Check Total
102338	AMERICAN SAFETY & HEALTH INST	TRAINING	99.50	
		TRAINING	89.55	**189.05**
102339	AMERICAN TRAILER & STORAGE	RENTAL - VEHICLES/EQUIP	181.50	**181.50**
102340	APAC KANSAS INC	DUMP FEES FOR RUBBLE	1,243.00	
		LANDFILL FEE	528.00	
		LANDFILL FEE	352.00	
		LANDFILL FEE	352.00	
		LANDFILL FEE	264.00	
		LANDFILL FEE	847.00	
		TEAR OUT ASPHALT RUBBLE DUMPING FEES	1,402.50	**4,988.50**
102341	AT&T INTERNET	U-VERSE TV-INTERNET, 7/15/19 - 8/14/19	200.82	**200.82**
102342	AT&T INTERNET	U-VERSE TV-INTERNET, 7/15/19 - 8/14/19	200.82	**200.82**
102343	AT&T INTERNET	U-VERSE TV-INTERNET, 7/15/19-8/14/19	195.44	**195.44**
102344	BEEMER CONSTRUCTION CO INC	IRONHORSE IRRIGATION	1,000.00	**1,000.00**
102345	BERNIE ELECTRIC WHOLESALE INC	MATERIALS & SUPPLIES	169.93	**169.93**
102346	BERRYS ARCTIC ICE	FOOD & BEV EXPENSE	395.00	**395.00**
102347	BLACK & MCDONALD	2019 STREET LIGHT AND TRAFFIC SIGNAL	793.45	
		2019 STREET LIGHT AND TRAFFIC SIGNAL	18,224.34	**19,017.79**
102348	BLUE CROSS BLUE SHIELD OF KC	JULY 2019 HEALTH PREMIUM	327,286.73	**327,286.73**
102349	BLUE VALLEY GOODYEAR	VEHICLE OPERATIONS/MAINT	314.24	
		VEHICLE TIRES	542.28	**856.52**
102350	BRIGGS TURF FARM	SOD	31.80	**31.80**
102351	BRUNGARDT HONOMICHL & CO PA	2019 LEE BLVD. DESIGN	585.00	**585.00**
102352	C & C GROUP DIVISIONS	BUILDING MAINTENANCE REPAIRS	485.00	**485.00**
102353	CALLAWAY GOLF CO	PROSHOP MERCHANDISE	781.00	**781.00**

Check #	Vendor	Description	Amount Paid	Check Total
102354	CARTER WATERS LLC, THE	SUPPLIES	119.23	**119.23**
102355	CENTER FOR PUBLIC SAFETY EXCEL	ADMIN.CONTRACTURAL EXP.	1,250.00	**1,250.00**
102356	CHETS LOCK & KEY	MATERIALS & SUPPLIES	42.00	**42.00**
102357	CHIC ADEES TROPHY	RETIREMENT SUPPLIES	25.00	**25.00**
102358	CLAMPITT PAPER CO KANSAS	MATERIALS & SUPPLIES	68.55	**68.55**
102359	CLEARBLU	AQUATIC CENTER AWNING CLEANING	1,596.08	
		AQUATIC CENTER AWNING CLEANING	200.00	**1,796.08**
102360	COMMERCIAL AQUATIC SERVICES	BUILDING/GROUNDS MAINT	20.00	
		POOL CHEMICALS	3,382.31	**3,402.31**
102361	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT.	583.32	**583.32**
102362	CONTINENTAL CONSULTING ENGNRS	ENGINEERING FOR 2019 RES. RECON-CONTINE	8,501.44	
		PROFESSIONAL SERVICES - 135TH & KENNETH	720.00	**9,221.44**
102363	CONTINENTAL RESEARCH CORP	MATERIALS & SUPPLIES	169.19	**169.19**
102364	CORE & MAIN LP	BUILDING GROUNDS/MAINT	205.30	**205.30**
102365	DELAQUILA, NICHOLAS	THE FIRST TEE SUMMER SESSION JULY 8-11	400.00	**400.00**
102366	DELTA DENTAL PLAN OF KANSAS	JULY 2019 DENTAL PREMIUM	18,644.40	**18,644.40**
102367	DETCO INDUSTRIES INC	CITRUS TAGR - CHEMICAL TO REMOVE	3,409.09	**3,409.09**
102368	DYNAMIC DISPLAYS LLC	PRINTING & BINDING	165.00	**165.00**
102369	EASTERN KS GFOA	EASTERN KANSAS GOVERNMENT FINANCE	50.00	**50.00**
102370	EMERGENCY MEDICAL PRODUCTS IN	PATROL SUPPLIES	419.60	**419.60**
102371	EXCEL LINEN SUPPLY	LINEN CLEANING	218.10	
		LINEN CLEANING	36.79	**254.89**
102372	EZLINKS GOLF LLC	ONLINE TEE TIMES	972.50	**972.50**

Check #	Vendor	Description	Amount Paid	Check Total
102373	FAGAN COMPANY, THE	REPLACE MOTOR IN TRANE ROOF TOP UNIT #2	5,763.28	
		BUILDING/GROUNDS MAINT	577.35	**6,340.63**
102374	FASTENAL COMPANY	BUILDING/GROUNDS MAINT	22.23	**22.23**
102375	FILTA ENVIRONMENTAL SOLUTIONS	FRYER SERVICE	45.00	**45.00**
102376	FIRST CALL ALCOHOL/DRUG PREV	ALCOHOL TAX FUND ALLOCATION	2,858.00	**2,858.00**
102377	FITZGERALD, COLIN	TRAINING~	188.00	**188.00**
102378	FORENSIC PSYCHOLOGY ASSOC	POST OFFER TESTING (PD)	450.00	**450.00**
102379	FORESTRY SUPPLIERS INC	MATERIALS & SUPPLIES	433.24	
		MATERIALS & SUPPLIES	194.10	**627.34**
102380	FOSTER BROS WOOD PRODUCTS IN(	BLDG/GROUND SUPPLIES	897.00	**897.00**
102381	GAILS HARLEY DAVIDSON	MOTORCYCLE MAINTENANCE~	455.02	**455.02**
102382	GALLS LLC	UNIFORM PANTS	214.20	
		TASK FORCE GEAR	180.96	
		UNIFORM SHIRT	68.83	
		UNIFORM SHIRT AND PANTS	163.02	**627.01**
102383	GALLS LLC	UNIFORMS	32.99	
		UNIFORMS~	-6.80	**26.19**
102384	GENESIS HEALTH CLUBS	2019 TENNIS INSTRUCTION	7,484.10	**7,484.10**
102385	GOLFNOW LLC	GOLFNOW COMMISSIONS	494.82	
		GOLFNOW COMMISSIONS	900.00	
		GOLFNOW COMMISSIONS	900.00	**2,294.82**
102386	GRAINGER INC	BUILDING/GROUNDS MAINT	11.20	
		BUILDING/GROUNDS MAINT	10.54	
		EXHAUST FAN REPLACEMENT	107.71	
		EQUIP MAINT SUPPLIES	24.04	
		MATERIALS & SUPPLIES	35.82	
		MATERIALS & SUPPLIES	321.50	**510.81**

Check #	Vendor	Description	Amount Paid	Check Total
102387	H2O WINDOW CLEANING LLC	WINDOW CLEANING	54.00	**54.00**
102388	HASTY AWARDS	AWARD SUPPLIES	508.57	**508.57**
102389	HEN HOUSE BALLS FOOD STORES	MATERIALS & SUPPLIES	8.47	
		MATERIALS & SUPPLIES - ISRAELI SCOUTS	28.13	
		MATERIALS & SUPPLIES	6.29	
		MEETING SUPPLIES	7.98	
		TRAINING ROOM SUPPLIES	86.31	
		MEETING SUPPLIES	38.76	**175.94**
102390	HUNT, DANIEL	REIMBURSE FOR CDL LICENSE/PHOTO	23.00	**23.00**
102391	IAM STARGUARD ELITE	LIFEGUARD CERTIFICATION 7/1/2019 -	30.00	**30.00**
102392	IBT INC	VEHICLE OPERATIONS MAINT	34.35	
		EQUIP MAINT/SERVICE	137.83	**172.18**
102393	ICE MASTERS LLC	ICE MACHINE RENTAL	157.00	
		ICE MACHINE RENTAL	67.00	**224.00**
102394	INTERSTATE BATTERIES OF KC	VEHICLE OPERATIONS/MAINT	253.66	**253.66**
102395	IRONHORSE GOLF CLUB	IRONHORSE- CONFRENCE	3,000.00	**3,000.00**
102396	J M FAHEY CONSTRUCTION CO	BLANKET PO: 2019 ASPHALT FOR STREETS	1,798.60	**1,798.60**
102397	JASONS DELI	FOOD & BEV EXPENSE	133.06	**133.06**
102398	JO CO GOVERNMENT	RABIES TESTING	90.00	**90.00**
102399	JO CO MED ACT	MATERIAL & SUPPLIES	126.83	**126.83**

Check #	Vendor	Description	Amount Paid	Check Total
102400	JO CO WASTEWATER	WASTEWATER SERVICE	187.56	
		WASTEWATER SERVICE	11.07	
		WASTEWATER SERVICE	9.55	
		WASTEWATER SERVICE	464.89	
		WASTEWATER SERVICE	49.71	
		WASTEWATER SERVICE	70.73	
		WASTEWATER SERVICE	611.19	
		WASTEWATER SERVICE	398.95	
		WASTEWATER SERVICE	16.15	**1,819.80**
102401	JOHNSON COUNTY NAACP #4038	2019 ANNUAL FREEDOM FUND-JC	225.00	**225.00**
102402	KANSAS GOLF & TURF INC	EQUIP MAINT/SERVICE	30.48	**30.48**
102403	KASTLE GRINDING LLC	EQUIP MAINT/SERVICE	40.00	**40.00**
102404	KAYSTAR	KISS ME KATE PROGRAM PRINTING	1,496.00	**1,496.00**
102405	KELLER FIRE & SAFETY	EQUIPMENT MAINT.	77.54	**77.54**
102406	KIERL-LATENSER, MARY	INSTRUCTOR FEES	300.00	**300.00**
102407	KINCAID READY MIX	CONCRETE FOR STREET/SIDEWALK REPAIR AT	1,145.00	**1,145.00**
102408	KONICA MINOLTA PREMIER FINANCE	2019 COPY MACHINE LEASE	4,582.77	**4,582.77**
102409	LAWN-CORPS, INC	MATERIALS & SUPPLIES	81.00	
		YARD WASTE DROPOFF	35.00	
		YARD WASTE DROP OFF	35.00	
		YARD WASTE DROPOFF	35.00	
		YARD WASTE DROPOFF	35.00	**221.00**
102410	LAWSON PRODUCTS INC	MATERIALS & SUPPLIES	25.35	**25.35**
102411	LEAWOOD CHAMBER OF COMMERCE	LUNCHEON HGTV & DIY NETWORKS TAMARA D/	30.00	**30.00**
102412	LEGAL RECORD	TREASURER'S QTR FINANCIAL STMTS -	39.76	**39.76**
102413	LESLIES POOL SUPPLIES INC	MATERIALS & SUPPLIES	46.34	
		MATERIALS & SUPPLIES	80.35	**126.69**

Check #	Vendor	Description	Amount Paid	Check Total
102414	LEVEL 3 COMMUNICATIONS LLC	INTERNET SERVICE	2,605.55	**2,605.55**
102415	LIVE 4 DANZ INC	DEVELOPING DANCERS I, II & III CLASSES	388.70	**388.70**
102416	LOTS OF DOTS	FOOD & BEV EXPENSE	571.20	**571.20**
102417	MAISCH SMALL ENGINE REPAIR	EQUIP MAINT SUPPLIES	139.50	**139.50**
102418	MIDWEST TURF INC	BUILDING/GROUNDS MAINT	960.00	
		EQUIP MAINT SUPPLIES	580.28	**1,540.28**
102419	MURPHY TRACTOR & EQUIPMENT CC	EQUIP MAINT SUPPLIES	21.36	**21.36**
102420	NEXBELT, LLC	PROSHOP MERCHANDISE	58.06	**58.06**
102421	NIGROS WESTERN STORE # 2	UNIFORM/CLOTHING	420.00	
		UNIFORM/CLOTHING	210.00	**630.00**
102422	O REILLY AUTO PARTS, USE VDR # 0'	MATERIAL & SUPPLIES	20.72	**20.72**
102423	OAKLEY	PROSHOP MERCHANDISE	70.17	
		PROSHOP MERCHANDISE	189.34	
		PROSHOP MERCHANDISE	244.81	
		PROSHOP MERCHANDISE	989.13	**1,493.45**
102424	OBIJI, MISHEA	CLEANING	150.00	
		CLEANING	175.00	**325.00**
102425	PATTI BANKS ASSOCIATES, VIREO	CITY PARK N/S LOOP TRAILHEAD OPTIONS	1,060.00	**1,060.00**
102426	PEPSI BEVERAGES COMPANY	BEVERAGES	-373.20	
		PEPSI PRODUCTS FOR AQUATIC CENTER	693.94	**320.74**
102427	PEPSI BEVERAGES COMPANY	BEVERAGES	146.20	
		BEVERAGES	637.84	**784.04**
102428	POMP'S TIRE SERVICE INC	ROADSIDE SERVICE -FLAT REPAIR	515.25	
		VEHICLE MAINT.	1,790.16	**2,305.41**
102429	PRECISION CONCRETE CUTTING MID	REMOVAL SERVICE	180.00	**180.00**

Check #	Vendor	Description	Amount Paid	Check Total
102430	PREFERRED FAMILY HEALTHCARE	ALCOHOL TAX FUND ALLOCATION	5,030.00	**5,030.00**
102431	PROFESSIONAL TURF PRODUCTS	EQUIP MAINT/SERVICE	460.00	
		BUILDING/GROUNDS MAINT	724.01	
		BUILDING/GROUNDS MAINT	-300.00	**884.01**
102432	PROFESSIONAL TURF PRODUCTS	SUPPLIES	103.23	**103.23**
102433	Q4 INDUSTRIES LLC	MATERIALS & SUPPLIES	-561.34	
		MATERIALS & SUPPLIES	876.60	**315.26**
102434	RANCH MART ACE HARDWARE	CEMENT	8.99	
		HARDWARE SUPPLIES	48.13	
		HARDWARE SUPPLIES	18.57	
		MATERIAL & SUPPLIES	33.97	
		MATERIAL & SUPPLIES	20.97	
		MATERIAL & SUPPLIES	6.99	**137.62**
102435	RANGE SERVANT AMERICA INC	MATERIALS & SUPPLIES	170.47	**170.47**
102436	REINDERS INC	BLDG/GROUND SUPPLIES	611.78	
		BLDG/GROUND SUPPLIES	648.00	**1,259.78**
102437	REINHART FOODSERVICE	PREPARED FOOD	588.42	
		PREPARED FOOD	984.48	**1,572.90**
102438	ROB SIGHT FORD	EQUIPMENT	653.04	**653.04**
102439	ROMA BAKERY	PREPARED FOOD	46.80	**46.80**
102440	RUSCO REFRIGERATION INC	SERVICE CALL	132.50	
		EQUIP/MAINT SERVICES	231.95	**364.45**
102441	SECURITY CONTRACTORS INC	FIRE ALARM MONITORING ~	96.00	**96.00**
102442	SHERWIN WILLIAMS CO	BLDG/GROUND SUPPLIES	260.41	
		MATERIALS & SUPPLIES	314.18	
		MATERIALS & SUPPLIES	28.29	**602.88**

Check #	Vendor	Description	Amount Paid	Check Total
102443	SITEONE LANDSCAPE SUPPLY LLC	6 CASES OF TRINITY FUNGICIDE	2,152.62	
		HERBICIDE	515.00	**2,667.62**
102444	SPRAYER SPECIALTIES INC	SUPPLIES	63.01	**63.01**
102445	STAPLES BUSINESS ADVANTAGE	CREDIT INV 3417916322	-8.88	
		SUPPLIES	58.37	
		SUPPLIES	164.56	
		SUPPLIES	46.85	
		SUPPLIES	19.47	
		OFFICE SUPPLIES	14.65	
		OFFICE SUPPLIES	68.87	
		OFFICE SUPPLIES	29.47	**393.36**
102446	STREETWISE INC	STREET PAINT: 275 GALLONS WHITE, 275	7,305.00	**7,305.00**
102447	SUBURBAN LAWN & GARDEN INC	EXPENDABLE EQUIP.	205.76	
		YARD WASTE TIP FEE	22.50	
		YARD WASTE TIP FEE	17.50	
		YARD WASTE TIP FEE	10.00	
		YARD WASTE TIP FEE	18.00	
		YARD WASTE TIP FEE	17.50	
		YARD WASTE TIP FEE	18.00	
		YARD WASTE TIP FEE	16.00	
		MATERIALS & SUPPLIES	58.49	
		MATERIALS & SUPPLIES	30.46	
		MATERIALS & SUPPLIES	195.73	**609.94**
102448	SUMMIT TRUCK GROUP	VEHICLE OPERATIONS MAINT	-54.50	
		EQUIPMENT	66.89	**12.39**
102449	SYSCO FOOD SERVICE OF KC INC	PREPARED FOOD	716.05	**716.05**
102450	TEERINK, MARK	REIMBURSE MILEAGE	168.20	**168.20**
102451	TEXOMA GOLF INC	PROSHOP MERCHANDISE	119.80	**119.80**

Check #	Vendor	Description	Amount Paid	Check Total
102452	THOMSON REUTERS - WEST	WEST INFORMATION CHARGES	646.89	
		DATA SEARCH SERVICES	546.84	**1,193.73**
102453	TOMPKINS INDUSTRIES INC	EQUIPMENT SUPPLIES	16.12	**16.12**
102454	TORO COMPANY - NSN, THE	BUILDING/GROUNDS MAINT	187.20	**187.20**
102455	TRACKER DOOR SYSTEMS	BUILDING & GROUNDS	400.50	**400.50**
102456	TRAVELERS	DEDUCTIBLE - SCOTT LEGAL FEES	1,496.44	**1,496.44**
102457	TROON GOLF LLC	COOP MKTG & SERVICES TROON 2019	1,625.00	
		MANAGEMENT FEES - TROON 2019	9,292.24	
		CENTRALIZED SERVICES TROON 2019	1,129.27	
		COOP MKTG & SERVICES TROON 2019	1,625.00	
		CENTRALIZED SERVICES TROON 2019	1,129.27	
		MANAGEMENT FEES - TROON 2019	9,292.21	**24,092.99**
102458	UNUM LIFE INSURANCE CO	JULY 2019 LTC PREMIUM	999.60	**999.60**
102459	US FOODS	AQUATIC CENTER CONCESSIONS	794.49	
		US FOODS	1,081.07	**1,875.56**
102460	US POSTMASTER	2019/2020 FALL.WINTER GUIDE POSTAGE	4,802.00	**4,802.00**
102461	VALIDITY SCREENING SOLUTIONS	BACKGROUND CHECKS	821.10	
		BACKGROUND CHECKS	168.30	
		BACKGROUND CHECKS	20.00	**1,009.40**
102462	VAN HORN, ERIC	KISS ME KATE SET CONSTRUCTION	400.00	**400.00**
102463	VANCE BROS INC	ASPHALT	70.00	**70.00**
102464	VERIZON WIRELESS	CABLE	78.58	**78.58**
102465	VICTOR L PHILLIPS CO, THE	EQUIPMENT MAINT SUPPLIES	82.23	
		THERMOSTAT	82.23	
		SENSOR	37.40	**201.86**
102466	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	103.71	**103.71**

Check #	Vendor	Description	Amount Paid	Check Total
102467	WAL-MART COMMUNITY BRC	FOOD & BEV EXPENSE	470.65	**470.65**
102468	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	49.00	**49.00**
102469	WATER DISTRICT 1 JO CO	WATER SERVICE	106.40	
		WATER SERVICE	97.98	
		WATER SERVICE	14.20	**218.58**
102470	WESTLAKE HARDWARE	EQUIP MAINT/SERVICE	0.54	**0.54**
102471	WINDTRAX INC	BUILDING/GROUNDS MAINT	7.16	**7.16**
102472	WORLD FUEL SERVICES INC	BLANKET PO FOR 2019 FUEL EXPENSES:	18,077.04	**18,077.04**
1070719	KC POWER & LIGHT CO	POWER SERVICE	216.00	**216.00**
3300719	KC POWER & LIGHT CO	POWER SERVICE	92.72	**92.72**
7280719	KC POWER & LIGHT CO	POWER SERVICE	214.91	**214.91**
7360719	KC POWER & LIGHT CO	POWER SERVICE	109.94	**109.94**
8810719	KC POWER & LIGHT CO	POWER SERVICE	127.94	**127.94**
9400719	KC POWER & LIGHT CO	POWER SERVICE	118.44	**118.44**
9990719	KC POWER & LIGHT CO	POWER SERVICE	2,353.37	**2,353.37**
0670719	KC POWER & LIGHT CO	POWER SERVICE	136.11	**136.11**
I1510719	KC POWER & LIGHT CO	POWER SERVICE	188.23	**188.23**
2170719	KC POWER & LIGHT CO	POWER SERVICE	310.16	**310.16**
3260719	KC POWER & LIGHT CO	POWER SERVICE	36.93	**36.93**
7060719	KC POWER & LIGHT CO	POWER SERVICE	277.28	**277.28**
7130719	KC POWER & LIGHT CO	POWER SERVICE	78.49	**78.49**
7900719	KC POWER & LIGHT CO	POWER SERVICE	98.29	**98.29**

Check #	Vendor	Description	Amount Paid	Check Total
8030719	KC POWER & LIGHT CO	POWER SERVICE	252.36	**252.36**
8190719	KC POWER & LIGHT CO	POWER SERVICE	161.79	**161.79**
8840719	KC POWER & LIGHT CO	POWER SERVICE	157.73	**157.73**
8970719	KC POWER & LIGHT CO	POWER SERVICE	134.56	**134.56**
:0400719	KC POWER & LIGHT CO	POWER SERVICE	4,581.67	**4,581.67**
:0820719	KC POWER & LIGHT CO	POWER SERVICE	188.64	**188.64**
:0860719	KC POWER & LIGHT CO	POWER SERVICE	52.45	**52.45**
:2110719	KC POWER & LIGHT CO	POWER SERVICE	20.66	**20.66**
:3160719	KC POWER & LIGHT CO	POWER SERVICE	157.05	**157.05**
:5640719	KC POWER & LIGHT CO	POWER SERVICE	48.55	**48.55**
:5750719	KC POWER & LIGHT CO	POWER SERVICE	137.00	**137.00**
:5850719	KC POWER & LIGHT CO	POWER SERVICE	103.32	**103.32**
:6330719	KC POWER & LIGHT CO	POWER SERVICE	231.40	**231.40**
:6440719	KC POWER & LIGHT CO	POWER SERVICE	60.27	**60.27**
:6450719	KC POWER & LIGHT CO	POWER SERVICE	112.88	**112.88**
:6760719	KC POWER & LIGHT CO	POWER SERVICE	18.14	**18.14**
:6790719	KC POWER & LIGHT CO	POWER SERVICE	77.12	**77.12**
:6870719	KC POWER & LIGHT CO	POWER SERVICE	228.03	**228.03**
:8590719	KC POWER & LIGHT CO	POWER SERVICE	35.10	**35.10**
:9170719	KC POWER & LIGHT CO	POWER SERVICE	133.72	**133.72**
;0360719	KC POWER & LIGHT CO	POWER SERVICE	101.75	**101.75**
;1460719	KC POWER & LIGHT CO	POWER SERVICE	247.90	**247.90**

Check #	Vendor	Description	Amount Paid	Check Total
2040719	KC POWER & LIGHT CO	POWER SERVICE	255.03	**255.03**
2870719	KC POWER & LIGHT CO	POWER SERVICE	162.87	**162.87**
4670719	KC POWER & LIGHT CO	POWER SERVICE	1,606.24	**1,606.24**
5180719	KC POWER & LIGHT CO	POWER SERVICE	142.42	**142.42**
5640719	KC POWER & LIGHT CO	POWER SERVICE	157.08	**157.08**
5650719	KC POWER & LIGHT CO	POWER SERVICE	127.65	**127.65**
5720719	KC POWER & LIGHT CO	POWER SERVICE	78.68	**78.68**
6120719	KC POWER & LIGHT CO	POWER SERVICE	43.45	**43.45**
7140719	KC POWER & LIGHT CO	POWER SERVICE	269.62	**269.62**
9070719	KC POWER & LIGHT CO	POWER SERVICE	51.28	**51.28**
9110719	KC POWER & LIGHT CO	POWER SERVICE	87.62	**87.62**
9350719	KC POWER & LIGHT CO	POWER SERVICE	503.06	**503.06**
9780719	KC POWER & LIGHT CO	POWER SERVICE	50.20	**50.20**
0980719	KC POWER & LIGHT CO	POWER SERVICE	70.78	**70.78**
1480719	KC POWER & LIGHT CO	POWER SERVICE	19.71	**19.71**
3650719	KC POWER & LIGHT CO	POWER SERVICE	2,196.95	**2,196.95**
4830719	KC POWER & LIGHT CO	POWER SERVICE	5,193.42	**5,193.42**
5420719	KC POWER & LIGHT CO	POWER SERVICE	31.51	**31.51**
5720719	KC POWER & LIGHT CO	POWER SERVICE	32.29	**32.29**
0970719	KC POWER & LIGHT CO	POWER SERVICE	509.02	**509.02**
1660719	KC POWER & LIGHT CO	POWER SERVICE	46.64	**46.64**
4940719	KC POWER & LIGHT CO	POWER SERVICE	43.03	**43.03**

Check #	Vendor	Description	Amount Paid	Check Total
5270719	KC POWER & LIGHT CO	POWER SERVICE	265.57	**265.57**
7210719	KC POWER & LIGHT CO	POWER SERVICE	138.90	**138.90**
7230719	KC POWER & LIGHT CO	POWER SERVICE	84.55	**84.55**
8310719	KC POWER & LIGHT CO	POWER SERVICE	45.60	**45.60**
8540719	KC POWER & LIGHT CO	POWER SERVICE	284.30	**284.30**
9110719	KC POWER & LIGHT CO	POWER SERVICE	246.50	**246.50**
9740719	KC POWER & LIGHT CO	POWER SERVICE	200.67	**200.67**
2960719	KC POWER & LIGHT CO	POWER SERVICE	212.68	**212.68**
3870719	KC POWER & LIGHT CO	POWER SERVICE	180.14	**180.14**
5720719	KC POWER & LIGHT CO	POWER SERVICE	244.61	**244.61**
6270719	KC POWER & LIGHT CO	POWER SERVICE	42.60	**42.60**
6290719	KC POWER & LIGHT CO	POWER SERVICE	155.74	**155.74**
6720719	KC POWER & LIGHT CO	POWER SERVICE	69.57	**69.57**
7500719	KC POWER & LIGHT CO	POWER SERVICE	78.17	**78.17**
8840719	KC POWER & LIGHT CO	POWER SERVICE	48.72	**48.72**
0800719	KC POWER & LIGHT CO	POWER SERVICE	68.41	**68.41**
3400719	KC POWER & LIGHT CO	POWER SERVICE	173.62	**173.62**
3730719	KC POWER & LIGHT CO	POWER SERVICE	101.66	**101.66**
5300719	KC POWER & LIGHT CO	POWER SERVICE	167.07	**167.07**
8300719	KC POWER & LIGHT CO	POWER SERVICE	217.49	**217.49**
8420719	KC POWER & LIGHT CO	POWER SERVICE	153.05	**153.05**
9560719	KC POWER & LIGHT CO	POWER SERVICE	34.77	**34.77**

Check #	Vendor	Description	Amount Paid	Check Total
'9980719	KC POWER & LIGHT CO	POWER SERVICE	269.13	**269.13**
10370719	KC POWER & LIGHT CO	POWER SERVICE	69.22	**69.22**
10920719	KC POWER & LIGHT CO	POWER SERVICE	120.66	**120.66**
13410719	KC POWER & LIGHT CO	POWER SERVICE	162.93	**162.93**
15030719	KC POWER & LIGHT CO	POWER SERVICE	18.14	**18.14**
15880719	KC POWER & LIGHT CO	POWER SERVICE	93.98	**93.98**
15950719	KC POWER & LIGHT CO	POWER SERVICE	73.25	**73.25**
19350719	KC POWER & LIGHT CO	POWER SERVICE	184.79	**184.79**
19740719	KC POWER & LIGHT CO	POWER SERVICE	65.70	**65.70**
19990719	KC POWER & LIGHT CO	POWER SERVICE	124.67	**124.67**
13940719	KC POWER & LIGHT CO	POWER SERVICE	47.43	**47.43**
14310719	KC POWER & LIGHT CO	POWER SERVICE	136.06	**136.06**
15690719	KC POWER & LIGHT CO	POWER SERVICE	228.91	**228.91**
16470719	KC POWER & LIGHT CO	POWER SERVICE	46.94	**46.94**
17540719	KC POWER & LIGHT CO	POWER SERVICE	411.50	**411.50**
18900719	KC POWER & LIGHT CO	POWER SERVICE	103.87	**103.87**
19380719	KC POWER & LIGHT CO	POWER SERVICE	119.72	**119.72**
19500719	KC POWER & LIGHT CO	POWER SERVICE	231.45	**231.45**
19910719	KC POWER & LIGHT CO	POWER SERVICE	377.88	**377.88**
11007191	KC POWER & LIGHT CO	POWER SERVICE	100.39	**100.39**

252 checks in this report.

Grand Total All Checks:	577,718.75

CITY OF LEAWOOD
Check Date 07/31/2019
Ordinance 2019-30

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
102473	AALADIN CENTRAL	INSTALLATION-LABOR	152.50	**152.50**
102474	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE	238.09	**238.09**
102475	ADP LLC	ADP ENHANCED TIME AND ATTENDANCE	3,009.20	**3,009.20**
102476	AHERN RENTALS INC	LIGHT TOWER AND GENERATOR	427.50	
		LIGHT TOWER AND GENERATOR	427.50	
		LIGHT TOWER AND GENERATOR	467.50	
		LIGHT TOWER AND GENERATOR	890.50	
		RENTAL - VEHICLES/EQUIP	897.50	
		RENTAL - VEHICLES/EQUIP	897.50	**4,008.00**
102477	AMERICAN MICRO COMPANY	SCANNING OF 6 PROGRAM FILE BOXES	2,723.47	
		SCANNING FACILITY FILE DOCUMENTS-4	2,144.33	**4,867.80**
102478	AMERICAN PLANNING ASSOC	APA MEMBERSHIP CATEGORY 1 - R.COLEMAN	420.00	**420.00**
102479	AMERICAN SENTRY ELECTRONIC SYS	CITY FACILITY MAINT	2,745.00	**2,745.00**
102480	AT&T	PHONE SERVICE	3,250.80	**3,250.80**
102481	AT&T INTERNET	CABLE	106.93	**106.93**
102482	BERNSTEIN, CONSTANCE	REFUND OF PET LICENSE	30.00	**30.00**
102483	BEST PORTABLE TOILETS INC	PORTABLE TOILETS SERVICE/MAINTENANCE	1,125.00	
		PORTABLE TOILETS SERVICE/MAINTENANCE	1,125.00	**2,250.00**
102484	BLUE VALLEY GOODYEAR	VEHICLE TIRES	541.88	**541.88**
102485	BRUNER CONTRACTING CO LLC	REMOVAL AND INSTALLATION OF NEW STAIR	2,693.00	**2,693.00**
102486	BURNS & MCDONNELL ENGINEERING	2016 ENGINEERING SERVICES ON 143RD ST: E	7,866.58	**7,866.58**

Check #	Vendor	Description	Amount Paid	Check Total
102487	CDW GOVERNMENT INC	EQUIPMENT PARTS	388.74	
		EQUIPMENT PARTS	750.00	
		NAS HARD DRIVES	4,620.00	**5,758.74**
102488	CENTRAL STATES LEEDS	TRAINING REGISTRATION	450.00	**450.00**
102489	CH ROBINSON WORLDWIDE INC	BUILDING GROUNDS/MAINT	850.00	**850.00**
102490	CHETS LOCK & KEY	MATERIALS & SUPPLIES	572.13	**572.13**
102491	CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	240.85	**240.85**
102492	CONTROL PRINTING GROUP INC	PATROL FORMS	162.22	**162.22**
102493	CORPORATE HEALTH KU MEDWEST	PD PRE-EMPLOYMENT TESTS	953.00	**953.00**
102494	COUTURIER, JORDAN	REIMBURSEMENT MILEAGE AND PARKING FOR	132.80	**132.80**
102495	CROFT TRAILER SUPPLY INC	EQUIPMENT PARTS	16.58	**16.58**
102496	DANKO EMERGENCY EQUIPMENT CO	CAPITAL IMPROVEMENT	3,295.31	**3,295.31**
102497	DELAQUILA, NICHOLAS	2019 THE FIRST TEE SUMMER SESSION	700.00	**700.00**
102498	DISH NETWORK	SATELLITE SERVICE	84.76	**84.76**
102499	DOCUMART INC	PRINTING & BINDING	596.61	**596.61**
102500	DUNN, PEGGY	DENVER TRIP RECONCILIATION	10.01	**10.01**
102501	ECKROAT, RYAN	R.ECKROAT REIMBURSEMENT	3,458.43	**3,458.43**
102502	ECOLAB PEST ELIMINATION	PEST CONTROL	102.41	**102.41**
102503	ELECTRONIC TECHNOLOGY INC	EQUIPMENT	75.50	**75.50**
102504	EPIC EXTERIORS LLC	PERMIT REFUND	276.80	**276.80**
102505	FACTORY MOTOR PARTS CO	MATERIALS & SUPPLIES	264.22	**264.22**
102506	FELD FIRE	EQUIPMENT MAINT.	898.00	**898.00**

Check #	Vendor	Description	Amount Paid	Check Total
102507	FIRST STUDENT	4TH OF JULY BUSES	2,144.94	
		4TH OF JULY BUSES	6,119.06	**8,264.00**
102508	FISHER & PHILLIPS LLP	2019 EMPLOYMENT LAW TRAINING FOR	2,176.00	**2,176.00**
102509	FISHER PATTERSON SAYLER	ATTORNEY'S FEES SUBJECT TO INSURANCE	1,950.00	**1,950.00**
102510	GALLS LLC	UNIFORMS	73.50	**73.50**
102511	GEMPLERS	UNIFORM/CLOTHING	44.99	
		UNIFORM/CLOTHING	32.89	
		UNIFORM/CLOTHING	42.99	
		UNIFORM/CLOTHING	107.96	
		UNIFORM/CLOTHING	433.17	
		UNIFORM/CLOTHING	368.03	**1,030.03**
102512	GEORGE BUTLER ASSOCIATES INC	2019 WATERFORD STORMWATER ENGINEERING	28,098.00	**28,098.00**
102513	GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	245.25	
		TOOLS	12.00	
		TOOLS	14.02	**271.27**
102514	GREAT PLAINS SPCA	ANIMAL BOARDING FEES-JUNE2019	126.00	**126.00**
102515	GUNTER PEST MANAGEMENT INC	PEST SERVICE	60.00	**60.00**
102516	HEN HOUSE BALLS FOOD STORES	MATERIALS & SUPPLIES	29.92	
		MEETING EXPENSE	136.54	**166.46**
102517	HERITAGE TRACTOR INC	TIRE REPAIR	230.31	**230.31**
102518	HUNTER BROTHERS LANDSCAPE LLC	MOWING 84TH TER-STATELINE	260.00	
		MOWING 8129 MEADOW	120.00	
		MOWING 10500 ENSLEY	120.00	**500.00**
102519	INDUSTRIAL SALES CO INC	MATERIALS & SUPPLIES	217.49	
		MATERIALS & SUPPLIES	111.57	**329.06**
102520	INTL CODE COUNCIL	MEMBERSHIP & DUES	135.00	**135.00**

Check #	Vendor	Description	Amount Paid	Check Total
102521	IRONHORSE GOLF CLUB	MEETING EXPENSE	264.00	**264.00**
102522	J WARREN CO INC	2019 MISSION ROAD STREET LIGHTS (RANCHMA	50,108.00	**50,108.00**
102523	JANSSEN GLASS & DOOR LLC	EQUIPMENT	454.99	**454.99**
102524	JO CO SHERIFFS OFFICE	PRISONER BOARDING - 2ND QTR	7,910.00	**7,910.00**
102525	JO CO WASTEWATER	WASTEWATER SERVICE	129.85	**129.85**
102526	KANSAS GOLF & TURF INC	MATERIALS & SUPPLIES	106.01	
		MATERIALS & SUPPLIES	699.00	**805.01**
102527	KAT NURSERIES	MEDIAN TREES	4,160.00	**4,160.00**
102528	KD KANOPY INC	MATERIALS & SUPPLIES	203.03	**203.03**
102529	KELLER FIRE & SAFETY	EQUIPMENT MAINT.	159.08	**159.08**
102530	KINCAID READY MIX	CONCRETE	474.00	
		CONCRETE	204.50	**678.50**
102531	LAWN-CORPS, INC	BRUSH DROP OFF	280.00	
		YARD WASTE DROPOFF	90.00	
		YARD WASTE DROPOFF	405.00	
		YARD WASTE DROPOFF	585.00	
		YARD WASTE DROPOFF	70.00	
		YARD WASTE DROPOFF	35.00	
		YARD WASTE DROPOFF	35.00	
		TOP SOIL	162.00	
		TOP SOIL	40.50	
		YARD WASTE DROPOFF	270.00	**1,972.50**
102532	LAWSON PRODUCTS INC	MATERIALS & SUPPLIES	396.69	
		MATERIALS & SUPPLIES	261.67	**658.36**
102533	LINCOLN NATIONAL LIFE INSUR	JULY 2019 LIFE, LTD, VSTD PREMIUM	10,080.32	**10,080.32**
102534	LOWES	HARDWARE SUPPLIES	795.59	**795.59**

Check #	Vendor	Description	Amount Paid	Check Total
102535	LOWES	HARDWARE SUPPLIES	64.38	**64.38**
102536	LOWES	HARDWARE SUPPLIES	17.13	**17.13**
102537	M & M GOLF CARS LLC	EQUIPMENT	42.91	
		EQUIPMENT	49.28	**92.19**
102538	MAHER OIL CO	DIESEL FUEL	617.74	
		DIESEL FUEL	498.23	**1,115.97**
102539	MCCLURE ENGINEERING CO	PROF SERVICES FOR FIRE STATION 2 & 3	1,567.96	**1,567.96**
102540	MICRO CENTER AR	EQUIPMENT	79.99	**79.99**
102541	MID-AMERICA PUMP LLC	071919	1,800.00	**1,800.00**
102542	MOBILE PRO SHOP	PROSHOP MERCHANDISE	94.43	
		PROSHOP MERCHANDISE	192.85	**287.28**
102543	MYSIDEWALK INC	ADMIN CONTRACTUAL EXPENSE	500.00	**500.00**
102544	NEXTPAGE INC	2,500 EMERGENCY NO PARKING SIGNS	1,028.36	**1,028.36**
102545	O DONNELL & SONS CONSTRUCTION	RETAINAGE RELEASE	12,468.43	
		2018 THIN LIFT OVERLAY PROGRAM	143,730.70	
		RETAINAGE RELEASE	609.49	**156,808.62**
102546	O REILLY AUTO PARTS, USE VDR # 01140(	MATERIAL & SUPPLIES	7.99	**7.99**

Check #	Vendor	Description	Amount Paid	Check Total
102547	O'REILLY AUTO PARTS	UNIFORM/CLOTHING	64.61	
		UNIFORM/CLOTHING	54.14	
		EQUIP. MAINT. SUPPLIES	56.93	
		VEHICLE OPERATIONS/MAINT	4.30	
		MATERIALS & SUPPLIES	99.99	
		EQUIP MAINT/SERVICE	106.34	
		EQUIP MAINT/SERVICE	77.98	
		EQUIP MAINT/SERVICE	7.63	
		VEHICLE OPERATIONS/MAINT	34.75	
		MATERIALS & SUPPLIES	20.59	
		MATERIALS & SUPPLIES	-140.33	
		EQUIP. MAINT. SUPPLIES	-33.11	
		VEHICLE MAINT/SERVICE	-110.00	
		EQUIP. MAINT SUPPLIES	-122.86	
		VEHICLE OPERATIONS/MAINT	4.30	
		EQUIP MAINT/SERVICE	58.71	
		VEHICLE OPERATIONS/MAINT	-129.72	
		RANGE SUPPLIES	22.62	
		EQUIP. MAINT. SUPPLIES	24.49	
		EQUIP. MAINT. SUPPLIES	11.81	
		VEHICLE OPERATIONS MAINT.	47.40	
		EQUIP. MAINT. SUPPLIES	23.98	
		VEHICLE OPERATIONS/MAINT	8.53	**193.08**
102548	PAVEMENT STENCIL COMPANY LLC	DOT TURN ARROW SUPPLIES	541.50	**541.50**
102549	PB HOIDALE CO INC	MATERIALS & SUPPLIES	70.15	**70.15**
102550	PEPSI BEVERAGES COMPANY	Pepsi Product and CO2	1,027.38	
		BEVERAGES	329.97	**1,357.35**
102551	PLAY WELL TEKNOLOGIES	2019 LEGO CAMPS	2,875.00	**2,875.00**
102552	PROFESSIONAL TURF PRODUCTS	BUILDING/GROUNDS MAINT	316.30	
		SUPPLIES	153.75	**470.05**

Check #	Vendor	Description	Amount Paid	Check Total
102553	Q4 INDUSTRIES LLC	MATERIALS & SUPPLIES	751.27	
		MATERIALS & SUPPLIES	165.01	
		MATERIALS & SUPPLIES	381.44	
		MATERIALS & SUPPLIES	65.00	
		MATERIALS & SUPPLIES	149.00	
		MATERIALS & SUPPLIES	29.10	**1,540.82**
102554	RAMAIR INC	HVAC FILTERS	14.24	**14.24**
102555	RANCH MART ACE HARDWARE	RETIREMENT SUPPLIES	9.98	
		MATERIAL & SUPPLIES	17.97	**27.95**
102556	REDUCTION PROGRAM, LEAWOOD FALSE	ESCROW FOR CRY WOLF	3,200.00	**3,200.00**
102557	REEVES WIEDEMAN COMPANY	MATERIALS & SUPPLIES	19.90	
		MATERIALS & SUPPLIES	77.52	**97.42**
102558	REINDERS INC	BLDG/GROUND SUPPLIES	774.00	**774.00**
102559	REINHART FOODSERVICE	PREPARED FOOD	40.57	
		PREPARED FOOD	818.76	**859.33**
102560	ROB SIGHT FORD	VEHICLE MAINTENANCE	99.95	**99.95**
102561	ROMA BAKERY	PREPARED FOOD	52.80	**52.80**
102562	SAFE KIDS KANSAS	BIKE HELMETS	999.00	**999.00**
102563	SAMS CLUB DIRECT	MATERIALS & SUPPLIES	6,982.27	**6,982.27**
102564	SAMS CLUB DIRECT	MATERIALS & SUPPLIES	260.44	**260.44**
102565	SANS INSTITUTE	SANS ALCP RENEWAL	2,940.00	**2,940.00**
102566	SHAWNEE MISSION FORD INC	Ford F-250 Pick Ups for Engineering &	37,012.00	
		Ford F-250 Pick Ups for Engineering &	37,012.00	
		Ford F-250 Pick Ups for Engineering &	37,012.00	**111,036.00**
102567	SINGLE SOURCE	MATERIALS & SUPPLIES	138.75	**138.75**

Check #	Vendor	Description	Amount Paid	Check Total
102568	SITEONE LANDSCAPE SUPPLY LLC	EQUIP. MAINT. SUPPLIES	71.02	**71.02**
102569	SOD SHOP	22 ROLLS OF ZOYIA SOD TO REPAIR WINTER	3,597.00	**3,597.00**
102570	SOODIE BEASLEY APPRAISALS LLC	PUBLIC ART APPRAISAL	1,000.00	**1,000.00**
102571	SPRINT	PHONE SERVICE	5,974.20	**5,974.20**
102572	STALLARD TECHNOLOGIES INC	MATERIALS & SUPPLIES	100.00	**100.00**
102573	STAPLES BUSINESS ADVANTAGE	MATERIALS & SUPPLIES	5.38	
		MATERIALS & SUPPLIES	118.84	
		MATERIALS & SUPPLIES	36.41	
		OFFICE SUPPLIES	15.84	
		MATERIAL & SUPPLIES	259.76	**436.23**
102574	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE	15.00	
		CREDIT MEMO ORIGINAL INVOICE # 53496612	-17.41	
		MULCH	17.41	
		MULCH	15.96	**30.96**
102575	SUMNERONE	EQUIP MAINT/SERVICE	61.75	**61.75**
102576	SUPERIOR VISION SERVICES INC	JULY 2019 VISION PREMIUM	1,959.40	**1,959.40**
102577	TIME WARNER CABLE	PHONE SERVICE	118.38	
		CABLE	37.70	**156.08**
102578	TREKK DESIGN GROUP LLC	CONSTRUCTION OBSERVATION	2,790.17	**2,790.17**
102579	TROON GOLF LLC	2019 CONFRENCE	3,000.00	**3,000.00**
102580	TRUSTMARK VOLUNTARY BENEFIT	JULY 2019 TRUSTMARK PREMIUM	4,212.70	**4,212.70**
102581	UNITED COMMUNITY SERVICES	ALCOHOL TAX FUND ALLOCATION 3RD QTR	4,080.75	**4,080.75**
102582	US FOODS	AQUATIC CENTER CONCESSIONS	900.15	**900.15**
102583	VAN-WALL EQUIPMENT INC	EQUIPMENT SUPPLIES	60.99	**60.99**
102584	VERIZON WIRELESS	PHONE SERVICE	4,554.63	**4,554.63**

Check #	Vendor	Description	Amount Paid	Check Total
102585	VICTOR L PHILLIPS CO, THE	DRIVE	251.90	**251.90**
102586	WALKER TOWEL & UNIFORM SERVICE	MAT CLEANING	103.71	**103.71**
102587	WATER DISTRICT 1 JO CO	WATER SERVICE	136.73	
		WATER SERVICE	25.10	
		WATER SERVICE	25.10	
		WATER SERVICE	25.10	
		WATER SERVICE	64.90	
		WATER SERVICE	64.90	
		WATER SERVICE	64.90	**406.73**
102588	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	94.98	
		RECYCLING SERVICE	36.82	**131.80**
102589	WILLIAMS, JACOB	TRAVEL RECONCILIATION - MAX WILLIAMS	88.64	**88.64**
102590	WINFIELD SOLUTIONS LLC	CELERO HERBICIDE	1,137.00	**1,137.00**
102591	WOOD, CHLOE	FIRST TEE SUMMER SESSION	240.00	**240.00**
3807191	KC POWER & LIGHT CO	POWER SERVICE	256.85	**256.85**
6107191	KC POWER & LIGHT CO	POWER SERVICE	37.76	**37.76**
13007191	KC POWER & LIGHT CO	POWER SERVICE	1,237.22	**1,237.22**
46507191	KC POWER & LIGHT CO	POWER SERVICE	116.27	**116.27**
49107191	KC POWER & LIGHT CO	POWER SERVICE	142.77	**142.77**
67707191	KC POWER & LIGHT CO	POWER SERVICE	136.61	**136.61**
69107191	KC POWER & LIGHT CO	POWER SERVICE	190.95	**190.95**
03507191	KC POWER & LIGHT CO	POWER SERVICE	63.83	**63.83**
31107191	KC POWER & LIGHT CO	POWER SERVICE	26.47	**26.47**
46807191	KC POWER & LIGHT CO	POWER SERVICE	76.63	**76.63**

Check #	Vendor	Description	Amount Paid	Check Total
72707191	KC POWER & LIGHT CO	POWER SERVICE	61.42	**61.42**
97507191	KC POWER & LIGHT CO	POWER SERVICE	194.74	**194.74**
06607191	KC POWER & LIGHT CO	POWER SERVICE	190.95	**190.95**
07107191	KC POWER & LIGHT CO	POWER SERVICE	21.49	**21.49**
38507191	KC POWER & LIGHT CO	POWER SERVICE	19.11	**19.11**
88007191	KC POWER & LIGHT CO	POWER SERVICE	54.47	**54.47**
40307191	KC POWER & LIGHT CO	POWER SERVICE	147.42	**147.42**
46807191	KC POWER & LIGHT CO	POWER SERVICE	75.87	**75.87**
67207191	KC POWER & LIGHT CO	POWER SERVICE	65.34	**65.34**
85707191	KC POWER & LIGHT CO	POWER SERVICE	47.47	**47.47**
87307191	KC POWER & LIGHT CO	POWER SERVICE	213.36	**213.36**
89607191	KC POWER & LIGHT CO	POWER SERVICE	180.82	**180.82**
92907191	KC POWER & LIGHT CO	POWER SERVICE	85.69	**85.69**
97707191	KC POWER & LIGHT CO	POWER SERVICE	107.53	**107.53**
03207191	KC POWER & LIGHT CO	POWER SERVICE	234.51	**234.51**
15507191	KC POWER & LIGHT CO	POWER SERVICE	269.99	**269.99**
71307191	KC POWER & LIGHT CO	POWER SERVICE	66.27	**66.27**
80107191	KC POWER & LIGHT CO	POWER SERVICE	87.79	**87.79**
03507191	KC POWER & LIGHT CO	POWER SERVICE	44.83	**44.83**
06507191	KC POWER & LIGHT CO	POWER SERVICE	155.65	**155.65**
37207191	KC POWER & LIGHT CO	POWER SERVICE	54.33	**54.33**
50207191	KC POWER & LIGHT CO	POWER SERVICE	7,687.49	**7,687.49**

Check #	Vendor	Description	Amount Paid	Check Total
59907191	KC POWER & LIGHT CO	POWER SERVICE	100.38	**100.38**
64507191	KC POWER & LIGHT CO	POWER SERVICE	59.33	**59.33**
75507191	KC POWER & LIGHT CO	POWER SERVICE	1,011.19	**1,011.19**
95107191	KC POWER & LIGHT CO	POWER SERVICE	331.57	**331.57**
20707192	KC POWER & LIGHT CO	POWER SERVICE	75.95	**75.95**
26407191	KC POWER & LIGHT CO	POWER SERVICE	276.33	**276.33**
35007191	KC POWER & LIGHT CO	POWER SERVICE	67.39	**67.39**
35907191	KC POWER & LIGHT CO	POWER SERVICE	48.62	**48.62**
49807191	KC POWER & LIGHT CO	POWER SERVICE	31.31	**31.31**
93407191	KC POWER & LIGHT CO	POWER SERVICE	67.99	**67.99**
97707191	KC POWER & LIGHT CO	POWER SERVICE	139.54	**139.54**
04907191	KC POWER & LIGHT CO	POWER SERVICE	36.10	**36.10**
25007191	KC POWER & LIGHT CO	POWER SERVICE	131.89	**131.89**
53707191	KC POWER & LIGHT CO	POWER SERVICE	86.72	**86.72**
76507191	KC POWER & LIGHT CO	POWER SERVICE	31.84	**31.84**
89407191	KC POWER & LIGHT CO	POWER SERVICE	82.91	**82.91**
08007191	KC POWER & LIGHT CO	POWER SERVICE	85.76	**85.76**
24407191	KC POWER & LIGHT CO	POWER SERVICE	47.79	**47.79**
31707191	KC POWER & LIGHT CO	POWER SERVICE	19.77	**19.77**
61607191	KC POWER & LIGHT CO	POWER SERVICE	5,634.13	**5,634.13**
06407191	KC POWER & LIGHT CO	POWER SERVICE	21.15	**21.15**
20207191	KC POWER & LIGHT CO	POWER SERVICE	609.36	**609.36**

Check #	Vendor	Description	Amount Paid	Check Total
37107191	KC POWER & LIGHT CO	POWER SERVICE	65.75	**65.75**
77907191	KC POWER & LIGHT CO	POWER SERVICE	17,619.42	**17,619.42**
97807191	KC POWER & LIGHT CO	POWER SERVICE	51.14	**51.14**

176 checks in this report.

Grand Total All Checks: **545,198.02**

CITY OF LEAWOOD
Check Date 08/07/2019
Ordinance 2019-31

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
102592	ADIDAS AMERICA INC	PROSHOP MERCHANDISE	925.64	**925.64**
102593	ADP LLC	ADP ENHANCED TIME AND ATTENDANCE	2,941.50	**2,941.50**
102594	AMERICAN EQUIPMENT COMPANY	VEHICLE OPERATIONS/MAINT.	397.67	**397.67**
102595	AMERICAN TRAILER & STORAGE	TRAILER RENTAL	126.50	**126.50**
102596	APAC KANSAS INC	LANDFILL FEE	110.00	**110.00**
102597	ARS DESIGNS	UNIFORM/CLOTHING	180.84	**180.84**
102598	ASCAP	MUSIC LICENSE FEE	5.25	
		LICENSE FEE	148.75	
		MUSIC LICENSE FEE	208.25	**362.25**
102599	AT&T	INTERNET SERVICE	1,138.08	**1,138.08**
102600	AT&T	INTERNET SERVICE	1,123.19	**1,123.19**
102601	AT&T INTERNET	CABLE	180.55	**180.55**
102602	BAKER UTILITY PARTNERS LLC	PRIVATE UTILITY LOCATING	480.00	**480.00**
102603	BERNIE ELECTRIC WHOLESALE INC	MATERIALS & SUPPLIES	221.93	**221.93**
102604	BRANICK, DUSTIN	TRAVEL ADVANCE - DUSTIN BRANICK	280.00	**280.00**
102605	BRIGGS TURF FARM	SOD	265.00	
		SOD	13.25	
		SOD	265.00	**543.25**
102606	BROWN, MONICA	BZA MINUTES 7/24/2019	50.00	**50.00**

Check #	Vendor	Description	Amount Paid	Check Total
102607	C & C GROUP DIVISIONS	BUILDING GROUNDS/MAINT.	635.00	
		BUILDING MAINTENANCE REPAIRS~	680.90	**1,315.90**
102608	CALLAWAY GOLF CO	RANGE BALLS	1,312.50	
		GOLF BALLS AND JR LEAGUE GIFTS	644.48	**1,956.98**
102609	CENTRAL POWER SYSTEMS & SER	VEHICLE OPS MAINT.	57.53	
		VEHICLE OPS MAINT.	53.47	
		VEHILCE OPS MAINT.	210.69	
		VEHICLE OPS MAINT.	567.34	**889.03**
102610	CITY OF OVERLAND PARK	SHARED ELECTRIC & MAINTENANCE COSTS FO	6,186.66	
		SHARED ELECTRIC & MAINTENANCE COSTS FC	9,721.62	**15,908.28**
102611	COLLIER, CHRISTIE	BRIDGE WORKSHOP CLASSES	37.00	**37.00**

Check #	Vendor	Description	Amount Paid	Check Total
102612	COMMERCE BANK			
	A TO Z THEATRICAL SUPPLY & SVC	"KISS ME KATE" PROPS AND SET	135.95	
	A TO Z THEATRICAL SUPPLY & SVC	"KISS ME KATE" COSTUMES	15.95	
	A TO Z THEATRICAL SUPPLY & SVC	"KISS ME KATE" COSTUMES	11.75	
	A TO Z THEATRICAL SUPPLY & SVC	REFUND - COSTUMES	-40.00	
	ADOBE	CREATIVE CLOUD ALL APPS	583.53	
	AICPA	AICPA DUES/CGMA MEMBERSHIP/FRANKEL	425.00	
	AMAZON.COM	PD LACTATION ROOM SUPPLIES-GLIDER &	139.99	
	AMAZON.COM	TRAINING MATERIALS-TEAM BUILDING	77.75	
	AMAZON.COM	PD LACTATION ROOM SUPPLIES-COMPACT	179.15	
	AMAZON.COM	2 CASES CHARMIN	47.54	
	AMAZON.COM	12 CASES CHARMIN	285.24	
	AMAZON.COM	WHITE CHAIR COVERS	351.98	
	AMAZON.COM	MECHANICS TOOL SET	85.99	
	AMAZON.COM	ADAPTER BATTERY CHARGER POWER SUPPLY	35.97	
	AMAZON.COM	CHANNEL LINE MIXER,COMPUTER	198.66	
	AMAZON.COM	VANTEK 4 PORT TRAVEL HUB	144.00	
	AMAZON.COM	ADOBE ACROBAT PRO	1,347.00	
	AMAZON.COM	THOROGOOD SHOES-TEERINK	85.68	
	AMAZON.COM	REFUND-PRIME MEMBERSHIP	-12.99	
	AMAZON.COM	MEMBERSHIP FEE	13.93	
	AMAZON.COM	TACTICAL BOOTS	98.99	
	AMAZON.COM	MULTIFOLD TOWELS	66.93	
	AMAZON.COM	MULTIFOLD TOWELS	39.98	
	AMAZON.COM	OFFICE SUPPLIES-BINDERS	14.14	
	AMAZON.COM	PD LACTATION ROOM SUPPLIES-MEDELA QUICK	18.99	
	AMAZON.COM	PD LACTATION ROOM SUPPLIES-BATH VANITY	71.77	
	AMAZON.COM	CLEANING SUPPLIES FOR DISPATCH-MOP	42.99	
	AMAZON.COM	DARE SUPPLIES-METAL BUCKETS	49.00	
	AMAZON.COM	DARE SUPPLIES-METAL BUCKETS	28.29	
	APPLE/ITUNES	OFFICE 365 SUBSCRIPTION FEE	7.63	
	APPLE/ITUNES	I CLOUD STORAGE-SUBSCRIPTION	2.99	
	APPLE/ITUNES	I CLOUD STORAGE-SUBSCRIPTION	2.99	
	APPLE/ITUNES	I CLOUD STORAGE-SUBSCRIPTION	0.99	
	APPLE/ITUNES	ARMED FORCES MEDLEY FOR JULY 4TH EVENT	0.99	

Check #	Vendor	Description	Amount Paid	Check Total
	APWA	RESERVATION/ROBERTS-APWA CONF	829.00	
	ATTENDIFY	BASIC CIT	600.00	
	BASS PRO SHOP	FISHING LINE WITHOUT TAX	8.99	
	BASS PRO SHOP	CREDIT INVOICE -TAX WAS INCLUDED	-9.93	
	BASS PRO SHOP	FISHING LINE-WITH TAX	9.93	
	BATTERIES PLUS	BATTERY FOR SWIM TIMER	18.95	
	BROBECKS BARBEQUE	INVESTIGATION COMMANDER'S MEETING	278.60	
	BROWNELLS INC	ARMORY SUPPLIES	311.82	
	BURG & BARRELL	EXIT INTERVIEW LUNCH/INTERN-SETH	42.00	
	BUSHNELL OUTDOOR PRODUCTS	TRAIL CAMERAS	203.80	
	CACTUS GRILL INC	PC MEETING EXPENSE	241.47	
	CCI HOTEL RESERVATION	ACCOM/DUNN	242.35	
	CCI HOTEL RESERVATION	BOOKING FEE	12.99	
	CDW GOVERNMENT INC	INTERMEC LABEL PRINTER-PROPERTY ROOM	435.00	
	CDW GOVERNMENT INC	INTERMEC ETHERNET MODULE/PROPERTY RO(	115.00	
	CDW GOVERNMENT INC	FORTINET COTERM RENEWAL	315.00	
	CHETS LOCK & KEY	KEYS	18.48	
	CLEVERBRIDGE	CREATOR NXT PRO7	79.99	
	CORNER BAKERY	SAB MEETING	165.15	
	CORNER BAKERY	STORM WATER COMMITTEE MEETING	161.35	
	CORPORATE ARMOR TECH LLC	FORTIAPS	1,235.81	
	COSTCO	KITCHEN AND FOOD SERVICE ITEMS	547.13	
	CRATE & BARREL	REPLACEMENT GLASS/PATIO TABLE	239.00	
	DATAVEILLANCE	SOCIAL MEDIA TRAINING/TEERINK	450.00	
	DELTA AIRLINES	AIRFARE/ROBERTS-APWA CONF	286.60	
	EMBASSY SUITES	ACCOM/ROBBINS-QUANTICO	155.65	
	EWING IRRIGATION PRODUCTS INC	OVER SEED ENHANCING TOOL	66.83	
	EWING IRRIGATION PRODUCTS INC	OVER SEED ENHANCING TOOL	67.31	
	FBI-NAA	2019 MEMBERSHIP/ROBBINS	315.00	
	FISHER & PHILLIPS LLP	MIDWEST LABOR/EMPLOYMENT LAW SEMINAR	50.00	
	FLUKER FARMS	INSECTS FOR REPTILES	42.61	
	FORCE SCIENCE INSTITUTE LTD	TRAINING REGISTRATION/WILLIAMS	495.00	
	FREE STYLE GRAPHICS	PROMO MATERIAL-POLICE ACADEMY	540.00	
	FRONTIER AIRLINES	AIRFARE/DUNN	222.60	
	GOLF COURSE SPRTNDT ASSN AMEI	MEMBERSHIP-CRAIG	205.00	

Check #	Vendor	Description	Amount Paid	Check Total
	GOODCENTS	SALES TAX REFUND	-7.38	
	HEN HOUSE	STARBUCK GIFT CARDS/ISRAELI TZOFIM	600.00	
	HEN HOUSE	ISRAELI SCOUT LUNCHEON	1,561.01	
	HEN HOUSE	ICE CREAM	64.10	
	HEN HOUSE	CRIME LAB INVESTIGATION WORKING LUNCH	8.27	
	HEREFORD HOUSE - LEAWOOD	PARK BOARD MEETING	216.00	
	HEREFORD HOUSE - LEAWOOD	MONTHLY MANAGER MEETING	17.00	
	INTL CODE COUNCIL	CERTIFICATION RENEWAL/TORREZ	130.00	
	INTL CODE COUNCIL	FIRE MARSHAL CERTIFICATION TEST-BOWEN	139.00	
	ISA	MANAGING TREES DURING CONTRUCTION	329.95	
	JIMMY JOHN'S	JULY 4TH STAFF MEAL	117.70	
	JIMMY JOHN'S	CRIME LAB INVESTIGATION WORKING LUNCH	28.74	
	JO CO BAR ASSOCIATION	CLE - GURNEY	225.00	
	JOE'S KANSAS CITY BBQ	MEAL-JULY 4TH WORKERS	170.64	
	JOE'S KANSAS CITY BBQ	ORAL BOARDS/ROTHWELL,~	50.32	
	JOSE PEPPERS	BIKE/WALK COMMITTEE MEETING	200.88	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES-ACO CLASS/TOPEKA	3.80	
	KEMSA	CONFERENCE REGISTRATION-FITZGERALD	160.00	
	KNOX COMPANY	KEY SECURE COMPONENTS	59.00	
	KS DEPT WILDLIFE & PARKS	FISHING LICENSE-GAMERL	29.21	
	LEAWOOD CHAMBER OF COMMERCE	LUNCH MEETING-FINGER	30.00	
	LENEXA POLICE DEPARTMENT	FORCE SCIENCE TRAINING/AHRING,ROTHWELL	450.00	
	M&S, MCCORMICK & SCHMICK'S	MEETING WITH MAYOR AND HALLS	56.55	
	MARRIOTT HOTEL	ACCOM-LEY/ESRI USER CONFERENCE	974.31	
	MCX CORE BRANDS	FBI NA UNIFORM FOR ACADEMY	366.00	
	METROMEDIA INC	CREDIT-"LOOK TO LEAWOOD" ADVERTISING,	-890.00	
	METROMEDIA INC	"LOOK TO LEAWOOD" ADVERTISING	890.00	
	MICHAELS STORES	SCHOOL CRAFT SUPPLIES	17.04	
	MICHAELS STORES	SCHOOL CRAFT SUPPLIES	17.42	
	MINSKYS PIZZA	MONTHLY STAFF APPRECIATION/TEAM BLDG	169.90	
	MINSKYS PIZZA	LUNCH/96TH & LEE INTERVIEWS	77.37	
	MINSKYS PIZZA	SHIFT CHANGE MEAL	121.93	
	MINSKYS PIZZA	SALES TAX REFUND	-4.97	
	MO PARK AND RECREATION ASSN	JOB POSTING-PARKS MAINT WORKER-FACILTIE	125.00	
	NATIONAL RECREATION & PARKS	CPRP RENEWAL-CURRAN	60.00	

Check #	Vendor	Description	Amount Paid	Check Total
	NETWORK SOLUTIONS LLC	DOMAIN RENEWAL	49.98	
	NEWARK ELEMENT 14	ELECTRONIC COMPONENTS FOR KNOX BOX	53.81	
	OKLAHOMA CITY BOATHOUSE	SWIFTWATER TRAINING/CROCKETT	400.00	
	PETLAND	BEDDING FOR RABBITS	47.98	
	PGA FOUNDATION, PGA REACH	PGA DUES/W.PYLE	326.00	
	PICKLEMANS GOURMET CAFE	LUNCH/96TH & LEE INTERVIEWS	88.86	
	PICKLEMANS GOURMET CAFE	BZA MEETING EXPENSE	148.97	
	PIZZA SHOPPE	TEAM BUILDING MEETING EXPENSE	73.82	
	PLATINUM EDUCATIONAL GROUP	PARAMEDIC TESTING ACCESS -FITZGERALD	390.00	
	POWER PLAY ENTERTAINMENT CTR	CAMP FIELD TRIP	150.00	
	RECREATION & PARK ASSOCIATION, I	JOB POSTING-PARKS MAINTENANCE WORKER	50.00	
	RECREATION & PARK ASSOCIATION, I	REGISTRATION WORKSHOP-ANDERSON	200.00	
	RECREATION & PARK ASSOCIATION, I	WOMEN'S LEADERSHIP SUMMIT	50.00	
	SOUTHWEST AIRLINES	AIRFARE/N.KENT	261.99	
	SOUTHWEST AIRLINES	AIRFARE/WILLIAMS	559.66	
	SOUTHWEST AIRLINES	AIRFARE/DUNN	217.98	
	SOUTHWEST AIRLINES	AIRFARE/DUNN	217.98	
	STORAGEMART 0130	MONTHLY RENTAL	356.99	
	SURVEYMONKEY INC	ANNUAL MEMBERSHIP/ON-LINE SURVEY SYSTE	336.00	
	TARGET	STAFF MEAL SUPPLIES/JULY 4TH	35.07	
	TEAMUNIFY,LLC, C/O SPORTS ENGINI	TEAM UNIFY SUBSCRIPTION OF SWIM TEAM	299.00	
	TIME WARNER CABLE	CABLE TV-FIRE STATION #31	127.02	
	TRACTOR SUPPLY CO	TOOL BOX FOR IRRIGATION VEHICLE	329.99	
	TRADER JOE'S	FLOWERS/ISRAELI SCOUT LUNCHEON	27.93	
	UNIFORMS & MORE	SCRUBS-PARAMEDIC PROGRAM	110.96	
	US DISTRICT COURT, DISTRICT, OF K	BAR REGISTRATION-KNIGHT	25.00	
	US FLEET TRACKING	MONTHLY CHARGES	39.95	
	USA CANTEEN	REFUND-FRAUDULENT CHARGES	-1.60	
	USA CANTEEN	REFUND-FRAUDULENT CHARGES	-2.10	
	WALMART	REFUND-FRAUDULENT CHARGES	-16.70	
	WALMART	SOLAR LIGHTS-JULY 4TH EVENT	67.69	
	WELLNESS ON THE FRONTLINE	TRAINING REGISTRATION/N.KENT	470.00	**25,613.24**
102613	COMMERCIAL AQUATIC SERVICES	POOL CHEMICALS	3,061.72	**3,061.72**

Check #	Vendor	Description	Amount Paid	Check Total
102614	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT.	264.38	**264.38**
102615	CONTINENTAL CONSULTING ENGNRS	BLUE RIVER PUMP	2,688.28	**2,688.28**
102616	CORNERSTONES OF CARE	ALCOHOL TAX FUND ALLOCATION	2,638.25	**2,638.25**
102617	CUES INC	ANNUAL SUPPORT PLAN FOR GRANITE XP	1,800.00	**1,800.00**
102618	DELAQUILA, NICHOLAS	THE FIRST TEE SUMMER SESSION JULY 29 -	395.00	**395.00**
102619	DOCUMART INC	MATERIALS & SUPPLIES	162.01	**162.01**
102620	DREXEL TECHNOLOGIES	DIGITAL PLANS INDEX & UPLOAD & FILE	120.52	**120.52**
102621	DURANOTIC DOOR INC	INSTALL FLOOR CLOSER ON FRONT DOOR OF	2,425.00	**2,425.00**
102622	E EDWARDS WORK WEAR INC	UNIFORM/CLOTHING	486.00	**486.00**
102623	EAGLE DOOR CO LLC, BRUCE GIST	BUILDING/GROUNDS MAINT.	680.75	**680.75**
102624	EMERGENCY MEDICAL PRODUCTS IN	MATERIALS & SUPPLIES	190.35	**190.35**
102625	EMPLOYERS RESOURCE LLC	MANAGEMENT TRAINING/COACHING	525.00	**525.00**
102626	EXCEL LINEN SUPPLY	LINEN CLEANING LINEN CLEANING	36.79 178.84	**215.63**
102627	FILTA ENVIRONMENTAL SOLUTIONS	FRYER SERVICE-JUL19 FRYER SERVICE-MAY19	45.00 45.00	**90.00**
102628	FITZGERALD, COLIN	TRANSPORTATION~	200.45	**200.45**
102629	FORENSIC PSYCHOLOGY ASSOC	PD PRE-EMPLOYMENT PSYCHOLOGICAL	450.00	**450.00**
102630	FORESTRY SUPPLIERS INC	UNIFORM/CLOTHING	209.10	**209.10**
102631	FOUNDATION BUILDING MATERIALS	EQUIP. MAINT. SUPPLIES	54.40	**54.40**
102632	FREEMAN CONCRETE CONST. LLC	2019 RESIDENTIAL RECONSTRUCTION PROJEC	380,661.90	**380,661.90**
102633	GAILS HARLEY DAVIDSON	VEHICLE MAINTENANCE~	638.80	**638.80**

Check #	Vendor	Description	Amount Paid	Check Total
102634	GALLS LLC	UNIFORM SHIRTS	224.01	
		UNIFORM SHIRTS	149.34	**373.35**
102635	GEMPLERS	UNIFORM/CLOTHING	399.76	
		UNIFORM/CLOTHING	24.99	**424.75**
102636	GPSI LEASING II - ACCORD LLC	GOLF CAR GPS SERVICES FOR 2019	1,628.00	
		GOLF CAR GPS SERVICES FOR 2019	1,628.00	
		CREDIT TO ACCOUNT	-430.00	**2,826.00**
102637	GRAINGER INC	MATERIALS & SUPPLIES	405.82	**405.82**
102638	HEN HOUSE BALLS FOOD STORES	MATERIALS & SUPPLIES	21.68	
		PROMOTION SUPPLIES	10.97	**32.65**
102639	HUNTER, GENE	TRANSPORTATION	174.00	**174.00**
102640	ICE MASTERS LLC	ADMIN CONT. EXPENSE	114.00	
		ICE MACHINE RENTAL	157.00	
		ICE MACHINE RENTAL	67.00	
		ICE MACHINE RENTAL	172.00	**510.00**
102641	INDUSTRIAL SALES CO INC	MATERIALS & SUPPLIES	61.93	
		MATERIALS & SUPPLIES	158.52	**220.45**
102642	INTERSTATE BATTERIES OF KC	EQUIP. MAINT. SUPPLIES	106.03	**106.03**
102643	J M FAHEY CONSTRUCTION CO	BLANKET PO: 2019 ASPHALT FOR STREETS	4,517.24	**4,517.24**
102644	KANSAS DEPT OF REVENUE	CMB LICENSE PERMIT	25.00	**25.00**
102645	KC BOBCAT INC	EQUIP. MAINT. SUPPLIES	101.17	**101.17**
102646	KC KANSAS COMMUNITY COLLEGE	TRAINING~	496.00	
		TRAINING ~	520.00	**1,016.00**
102647	KINCAID READY MIX	CONCRETE	658.38	
		CONCRETE	490.75	**1,149.13**

Check #	Vendor	Description	Amount Paid	Check Total
102648	KONICA MINOLTA BUSINESS SOL	COPY MACHINE MAINTENANCE	67.66	
		COPY MACHINE MAINTENANCE	1,855.60	**1,923.26**
102649	LANGSETH, JOE	TRAVEL ADVANCE - JOE LANGSETH	280.00	**280.00**
102650	LEAWOOD CHAMBER OF COMMERCE	CHAMBER BOARD MEETING	16.50	**16.50**
102651	LEGAL RECORD	LEGAL PUB/ADVERTISING	200.67	
		LEGAL PUB/ADVERTISING	109.85	**310.52**
102652	LESLIES POOL SUPPLIES INC	MATERIALS & SUPPLIES	232.70	**232.70**
102653	LEWIS, ROBIN A	PUBLIC DEFENDER	660.00	
		PUBLIC DEFENDER	660.00	**1,320.00**
102654	LOTS OF DOTS	FOOD & BEV. EXPENSE	530.40	**530.40**
102655	LOWES	HARDWARE SUPPLIES	4,007.07	**4,007.07**
102656	LOWES	HARDWARE SUPPLIES	674.02	**674.02**
102657	LSC COMMUNICATIONS US	2019-2020 PROGRAM GUIDE	8,082.34	**8,082.34**
102658	MAIL IT	POSTAGE-RETURN OF HANDGUNS	1,155.24	**1,155.24**
102659	MARQUEE EVENT RENTALS	TABLE AND TENT RENTAL FOR KISS ME KATE	2,976.03	**2,976.03**
102660	MATH MONKEY	MATH BLAST CAMP	84.00	**84.00**
102661	MCANANY CONSTRUCTION INC	2019 RESIDENTIAL MILL & OVERLAY	495,755.00	**495,755.00**
102662	MIDWEST TURF INC	EQUIP. MAINT. SUPPLIES	580.28	**580.28**
102663	MOBILFONE WIRELESS	COMMUNICATION	155.71	**155.71**
102664	MODERN LITHO - KANSAS CITY LLC,	KISS ME KATE BACK DROP	327.30	**327.30**
102665	NEXT TO NATURE LANDSCAPE LLC	PARKS TRAFFIC MEDIAN MOWING CONTRACT	11,470.00	**11,470.00**
102666	OBIJI, MISHEA	CLEANING	200.00	**200.00**
102667	OLSSON INC	ON CALL DESIGN ENG SERIVCES PLAN	528.39	**528.39**

Check #	Vendor	Description	Amount Paid	Check Total
102668	O'REILLY AUTO PARTS	EQUIP. MAINT. SUPPLIES	-5.01	
		EQUIP. MAINT. SUPPLIES	132.07	
		EQUIP. MAINT. SUPPLIES	80.02	
		OIL FILTER	3.92	**211.00**
102669	PB HOIDALE CO INC	BUILDING/GROUNDS MAINT	155.50	**155.50**
102670	PEPSI BEVERAGES COMPANY	BEVERAGES	400.36	**400.36**
102671	PET CREMATION SERVICES	ANIMAL CREMATIONS	426.00	**426.00**
102672	PETTY CASH - CITY OF LEAWOOD	REIMBURSE TOLLS	56.87	**56.87**
102673	POWERDMS INC	POWERDMS RENEWAL	12,401.92	**12,401.92**
102674	PROFESSIONAL TURF PRODUCTS	FLEX 34 CONVERSION ASSEMBLIES	1,000.00	
		EQUIP. MAINT. SUPPLIES	44.41	**1,044.41**
102675	PROGRESSIVE ELECTRONICS INC	FIRE ALARM MONITORING	84.00	
		FIRE ALARM MONITORING	84.00	
		BUILDING & GROUNDS~	84.00	
		BUIDLING & GROUNDS	84.00	
		BUILDING & GROUNDS~	84.00	**420.00**
102676	Q4 INDUSTRIES LLC	MATERIALS & SUPPLIES	688.07	
		MATERIALS & SUPPLIES	379.00	
		MATERIALS & SUPPLIES	125.03	
		2019 BLANKET PO FOR BUILDING SUPPLIES	1,964.71	
		MATERIALS & SUPPLIES	530.59	
		MATERIALS & SUPPLIES	239.73	
		BUILDING MAINTENANCE SUPPLIES	1,413.38	
		MATERIALS & SUPPLIES	-15.96	**5,324.55**
102677	RANCH MART ACE HARDWARE	MATERIALS & SUPPLIES	26.54	
		PATROL SUPPLIES	16.99	
		MATERIAL & SUPPLIES	14.97	
		MATERIAL & SUPPLIES	19.58	**78.08**
102678	RANCHVIEW FLORAL & INTERIORS	RETIREMENT SUPPLIES	35.00	**35.00**

Check #	Vendor	Description	Amount Paid	Check Total
102679	REAVEY, KAMRYN	Kamryn Reavey: Tuition Reimbursement	231.00	**231.00**
102680	REDDI SERVICES INC	EQUIP. MAINT. SUPPLIES	950.00	**950.00**
102681	REEVES WIEDEMAN COMPANY	EQUIP. MAINT. SUPPLIES	104.00	
		EQUIP. MAINT. SUPPLIES	94.85	**198.85**
102682	REGIONAL JUSTICE INFORMATION	LEWEB SUBSCRIPTION FEE	87.01	
		WEB SUBSCRIPTION FEES	2,535.01	**2,622.02**
102683	REINDERS INC	BLDG./GROUND SUPPLIES	856.92	**856.92**
102684	REINHART FOODSERVICE	PREPARED FOOD	656.14	
		PREPARED FOOD	875.13	**1,531.27**
102685	ROBINSON, JEFFREY	HERBACEOUS PLANTS COURSE - J.ROBINSON	464.00	**464.00**
102686	ROMA BAKERY	PREPARED FOOD	58.88	**58.88**
102687	SCHNEIDER, GRETTA	2019 TUITION REIMBURSEMENT: GRETTA	357.00	**357.00**
102688	SHERWIN WILLIAMS CO	MATERIALS & SUPPLIES	223.76	**223.76**
102689	SITEONE LANDSCAPE SUPPLY LLC	HERBICIDE	873.68	**873.68**
102690	SPECTRUM REACH	ADVERTISING	300.00	
		ADVERTISING	700.00	**1,000.00**
102691	STANARD & ASSOCIATES INC	PD TESTING MATERIALS (20)	490.00	**490.00**
102692	STAPLES BUSINESS ADVANTAGE	MATERIALS & SUPPLIES	35.08	
		MATERIALS & SUPPLIES	10.71	
		MATERIALS & SUPPLIES	43.02	
		MATERIALS & SUPPLIES	72.22	
		OFFICE SUPPLIES	38.47	**199.50**
102693	SUBURBAN LAWN & GARDEN INC	EXPENDABLE EQUIP.	132.37	
		TRASH DISPOSAL	35.00	
		TRASH DISPOSAL	35.00	
		TRASH DISPOSAL	35.00	**237.37**

Check #	Vendor	Description	Amount Paid	Check Total
102694	SUMMIT TRUCK GROUP	VEHICLE OPERATIONS/MAINT	195.39	
		VEHICLE OPERATIONS/MAINT	433.50	**628.89**
102695	SYSCO FOOD SERVICE OF KC INC	OPERATING SUPPLIES	67.64	**67.64**
102696	TABEN GROUP LC	AUG 2019 SECTION 125 ADMIN FEES	148.75	**148.75**
102697	TIDE DRY CLEANERS	UNIFORM CLEANING	12.71	
		UNIFORM CLEANING	19.07	
		UNIFORM CLEANING	19.07	
		UNIFORM CLEANING	25.42	**76.27**
102698	TOWN & COUNTRY BLDG SERVICES	CARPET CLEAN 7/3/2019	285.00	
		AUGUST CLEAN - LOWER LEVEL	950.00	
		BLANKET PO TO COVER ANNUAL BUILDING	1,280.00	
		AUGUST CLEAN	695.00	
		7/28/19 FLOOD WORK	475.00	**3,685.00**
102699	TRANSIMPEX TRANSLATORS INC	INTERPRETATION SERVICE	345.00	**345.00**
102700	TROON GOLF LLC	CENTRALIZED SERVICES TROON 2019	1,129.27	
		MANAGEMENT FEES - TROON 2019	9,292.24	
		TRAVEL EXP-THOMASSON	403.59	
		COOP MKTG & SERVICES TROON 2019	1,625.00	**12,450.10**
102701	TROY BURNS, HARD@PLAY BAND	IRONWOODS PARK ENTERTAINMENT	900.00	**900.00**
102702	US FOODS	US FOODS	653.47	**653.47**
102703	VERTEX CORPORATION, TRANSLATIC	TRANSLATION SERVICES - MANDARIN	320.00	**320.00**
102704	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	103.71	
		MAT CLEANING	51.56	
		MAT CLEANING	124.50	
		MAT CLEANING	108.78	**388.55**

Check #	Vendor	Description	Amount Paid	Check Total
102705	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	174.11	
		TRASH DISPOSAL	94.63	
		TRASH DISPOSAL	131.87	
		TRASH DISPOSAL	195.20	
		TRASH DISPOSAL	295.99	
		TRASH DISPOSAL	49.74	
		TRASH DISPOSAL	265.74	
		TRASH DISPOSAL	283.77	**1,491.05**
102706	WATER DISTRICT 1 JO CO	WATER SERVICE	64.90	
		WATER SERVICE	3,761.89	
		WATER SERVICE	1,459.88	
		WATER SERVICE	2,530.75	
		WATER SERVICE	2,097.93	
		WATER SERVICE	131.90	
		WATER SERVICE	361.87	
		WATER SERVICE	6,999.17	
		WATER SERVICE	83.64	
		WATER SERVICE	87.15	
		WATER SERVICE	703.73	
		WATER SERVICE	6,087.94	
		WATER SERVICE	54.16	
		WATER SERVICE	25.10	
		WATER SERVICE	20.33	
		WATER SERVICE	560.13	
		WATER SERVICE	3,356.13	
		WATER SERVICE	991.70	
		WATER SERVICE	14.20	**29,392.50**
102707	ZIMMERMAN, JOHN JAMES	REIMBURSE J.ZIMMERMAN CDL LICENSE COST	36.00	**36.00**
8380819	KC POWER & LIGHT CO	POWER SERVICE	410.19	**410.19**
5340119	KC POWER & LIGHT CO	POWER SERVICE	30.35	**30.35**
5340219	KC POWER & LIGHT CO	POWER SERVICE	29.89	**29.89**

Check #	Vendor	Description	Amount Paid	Check Total
35340319	KC POWER & LIGHT CO	POWER SERVICE	29.92	**29.92**
35340419	KC POWER & LIGHT CO	POWER SERVICE	30.29	**30.29**
35340519	KC POWER & LIGHT CO	POWER SERVICE	30.10	**30.10**
35340619	KC POWER & LIGHT CO	POWER SERVICE	32.29	**32.29**
35340719	KC POWER & LIGHT CO	POWER SERVICE	33.27	**33.27**
35341118	KC POWER & LIGHT CO	POWER SERVICE	33.66	**33.66**
35341218	KC POWER & LIGHT CO	POWER SERVICE	29.91	**29.91**

126 checks in this report.

Grand Total All Checks: **1,077,350.75**

Return to Agenda

7.B.

Minutes of the
STORMWATER MANAGEMENT COMMITTEE
Meeting of: Wednesday, June 26, 2019
Leawood City Hall, Main Conference Room

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

COMMITTEE MEMBERS ABSENT:
Mary Larson, Councilmember Ward 2
Matthew Kayrish

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

CALL TO ORDER: Chair Azeltine called the meeting to order at 7:30 A.M.
INTRODUCTIONS of those in attendance.

FIRST ITEM OF BUSINESS: Review and approval of previous meeting Minutes.
ACTION: Debra Filla made a Motion to approve the Minutes as written of February 27, 2019. Skip Johnson seconded the Motion to approve. All members in attendance were in favor. Motion passed; Minutes approved.

Chair Azeltine mentioned that the last time we met, we did not have a quorum, however we did discuss at length the 1/8 cent stormwater tax. There were a couple of questions that he is not sure we ever got answers to:

1. The language-did we ever figure out if it mandated the 50/50 split or is that something we did?
2. Can we increase the amount of money to the tax that is collected? Is 1/8 cent the statutory max?

The group had questions on what can be done, if anything, if there is no quorum. Understanding that no action could be taken, but wondered if they could chat and share notes, or are they to disband altogether and wait until there is a full quorum before any discussion at all is made on a topic? Staff will follow up with a few questions left over from the staff presentation on the 1/8 cent tax and see where we are with that. Staff also advised that in the past if there was no quorum, the group was unable to take any action; although they might have talked amongst themselves about the assignment but the item has always had to be rescheduled for another meeting when there is a quorum for any "ACTION".

Lisa Harrison said recently they had an issue at another Committee with quorum questions. Julie Stasi said she recently heard that Legal Dept may not want anyone to even mildly talk about the topic if there is no quorum, so if that is the case, come meeting day if no quorum is present, we may need to cancel and leave at that time until another time, where there is a quorum present. That way, no one will miss out on the conversations.

Also, at the last meeting one of the members arrived late, which made the quorum, so that is when the group went back and took Action to approve the past Minutes. Staff will get clarification on those issues.
David Ley advised City Administrator wanted us to review the 1/8 cent tax later in the year, possibly in September.

SECOND ITEM OF BUSINESS: Review Easement costs on the Patrician Woods SMAC Project. Dave Ley advised the City's policy on stormwater projects is that we ask the residents to donate their easements. When staff goes out to meet with the residents we tell them that we would like the easements donated and if they are not donated then we may end up not constructing the project. In Patrician Woods, after about a year of working with the property owners, it became apparent there were three (3) tracts that we were not going to receive the easements from. We ended up hiring an appraiser to give us a value of those takings and then we went back to those property owners and offered the value to them. Out of those three, only one (1) signed their easement. We then went back to the engineer and modified the plans to eliminate one of the tracts from the project and then we ended up with one (1) property owner that we had to condemn. This puts staff in an awkward position when we are out in the field telling residents that we are requesting people to donate but then people that hold out, end up getting money anyway. We wanted to bring this issue to the Committee for a recommendation back to City Council on if it would be fair to reimburse the property owners who donated their easements?

John Kahl-Refresh my memory, the concept is the people are supposed to be getting a benefit from the project. So it seems silly that we have to pay for the easement (because they are going to get a benefit). But then we do run into cases at times where another person
is going to lose something and they are not really gaining anything. Was that the situation?

David Ley-On this project, the people upstream were the ones who did not sign their easements, and they were not going to receive as much of a benefit. It really was not a great benefit to one of the owners, but he ended up signing after we offered the value an appraiser came up with. Another property owner actually had an erosion problem in their yard and had spent quite a bit of their own money to address the issue. Although the area was our best location for an area inlet and we were going to mess with her yard. The owner did not want the inlet in their yard and felt their problem was solved. Even though the inlet would have protected people downstream, it was not helping them.

We discussed another area opening with our engineer and they redesigned a portion of the project to eliminate a structure in an area where we wanted to place a pipe but the HOA would not sign. We will now just stay within our existing easement. So one property was actually removed from the condemnation list as we shortened up the project.

Chair Azeltine-The majority of the residents were squeaking pretty loud because this thing has drug on for a long time, because of these two hold outs. Council discussed it and decided that in the future-well we asked what do other cities do? Overland Park we are told just go in and condemn the properties and move on. Leawood has always been nice about it and asked for a donation. Then sometimes projects have been abandoned because people did not donate their easement. What we decided at Council was that there would be a clock start at the beginning of the process. Give it sixty (60) days and at that point if everyone had not agreed, then we would begin the process for all of them. This project from the time it was first brought up, has been 3 or 4 years.

It is silly when you have funding from the County waiting to fix an issue and then we can't move on it.

Debra Filla-My thought is how much is it going to cost the City? Staff time and three years of time does not even begin to encompass the costs. Some things are good that can be minimized and I do believe there is value. Where if you do not think it is valuable to do this, then we will move on to another project. But back to that other conversation, is how to prioritize projects. We prioritize projects for those people who recognize the benefit for their neighborhood. That was more a small project we moved off of, this one in particular is a bigger project. I do think that we need to consider staff's time in what they spend on these project. Whether it is educational or you say go ahead and do it, or we say it's a specific value and we need to do it.

John Kahl-asked what the cost is for a condemnation? How much additional cost is there?
David Ley-If we have one or two properties it's probably about $6,000 to $7,000 per property. The more we have in here it becomes a little cheaper. On this one, with the court costs and the easement costs we ended up paying…
Brian Scovill-Just for the appraisals and court appointed appraisers, court fees around $13,000.00. We paid for one of these $8,000.00 just to go to condemnation, the rest of the funds was spent on the cost to cure items on the property, like tree removal and then up-front costs. With the appraisers that we had, none of this includes staff time which is probably double or triple this number.
David Ley-We hired an appraiser to take a look at the three (3) tracts we could not get the easements from. On the easements that we needed, they were donated by the people that were benefiting from the project. They all signed their easements quite a while ago. We have had those four easements for about a year.

John Kahl-Some concerns, Deb mentioned that we redesigned it and scaled the project back a little bit, so we saved some money and maybe that was a good thing. I think value engineering is a great thing. What I don't like to see though is when the quality of the project is diminished. It is kind of the same way with this, we do not want to let that dictate quality. If you end up with an inherently less capable project in the end, even though you saved money. There is no right or wrong on the grand scale. These projects may come to a point where it might not make sense anymore, it is a tricky situation to handle. In that sense, maybe Overland Parks approach is the best way to go because they just treat everyone the same and condemn. There are additional costs that you have to go through to do that. But you could move it along.

Bill Ramsey-You do not have to condemn. You could present a price that you are willing to give and offer it. Curt Talcott-That is what Shawnee does. They have done enough of them that they kind of have an average value. They come up with a cost per foot and they go in and say, here is what we are offering, the clock starts, same thing 60 days and you have time to sign this or we are taking it to court.

David Ley-The problem with that is once you go to condemnation, they actually get appraisers that will look at each property. So if somebody has a much larger easement on a smaller lot, that value is worth more money per square foot than an average cost. So you may end up paying more to someone…On our Waterford SMAC Project that we are trying to start construction on early next year, we are going to hire the appraiser up front with the engineer. We will go through a 6 to 8 week process to try to get the easements. Once we pass that time if we do not have easements,

we will go to Council to move forward with condemnation. We will have an appraised amount for each property.

Deb Filla-I like that approach. I think by going straight to condemnation you skip the public relations part of it where you are coming to them saying, we're there, here's the benefits of the project, and we are trying to do this in an expedited way. I think that that has a value.
David Ley-On our Federal/State Projects we do get an appraised value for each and make the offer up front. That is how we keep on track with our schedule. We have an appraised value up front. We send a letter and say, here are the easements we need, this is the value and this is what we are willing to pay for. Then we go out and discuss it with them at that point.

After a discussion on this project and other current projects taking in easement donations; along with past projects and easement acquisitions the Committee made the following recommendations:

ACTION: John Kahl made a motion to recommend that the City take no action regarding the Patrician Woods SMAC Project and to not pay (or reimburse) for any of the donated easements. Debra Filla seconded the motion. All members present were in favor. Motion passed.

David Ley advised there had recently been a new policy set in how we obtain easements on projects in the future going forward. During the engineering design, we will hire an appraiser to value all the takings. The City will send letters requesting easements be donated and give the property owners sixty (60) days to sign their easements. If we do 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. The property owners who donated their easements will be reimbursed based on the City's Appraised Value.

ACTION: John Kahl made a motion to affirm to the Council that the Committee is behind the new policy of offering a value of the taking to all affected properties within the sixty (60) day time frame as described with the new policy and to let Council know they support the new policy.
Bill Ramsey seconded the motion. All members present were in favor. Motion passed.

ACTION:
Chair Azeltine adjourned the meeting at 8:05 AM.

Minutes transcribed by Julie Stasi, Leawood Public Works Department.

DRAFT

7.C.

Regular Meeting

THE LEAWOOD CITY COUNCIL

July 15, 2019

Minutes

DVD No. 445

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 15, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: James Azeltine

Staff Present: Scott Lambers, City Administrator
David Ley, Public Works Director
Ross Kurz, Info. Services Director
Mark Tepesch, Info. Services Specialist III
Nic Sanders, Human Resources Director
Richard Coleman, Comm. Services Director
Chris Claxton, Parks & Recreation Director
April Bishop, Cultural Arts Coordinator
Debra Harper, City Clerk
Patty Bennett, City Attorney
Chief Troy Rettig, Police Department
Dawn Long, Finance Director
Chief Dave Williams, Fire Department
Mark Klein, Planning Official
Brian Anderson, Parks Superintendent
Ashley Frankel, Accounting Manager
Cindy Jacobus, Assistant City Clerk

Others Present: Kevin Jeffries, President, Chief Executive Officer and Director of Economic Development, Leawood Chamber of Commerce

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

A motion to approve the agenda provided in the documentation packet was made by Councilmember Harrison; seconded by Councilmember Larson. 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. Robert Groves, 2757 W. 131st Terrace, stated he was before the Council because of his belief that the State of Kansas, despite best efforts of local legislative representatives, had let us all down and he thanked the Council for its 2019 goal of having lesbian, gay, bisexual, transgender [LGBT] non-discrimination ordinance [NDO].

He stated and his family are life-long residents and he wants the Council to do everything within its authority to ensure the City is a wonderful place for all people to live, grow and experience, not just those that look, sound and have the same education and background. For the record, he is an advocate for the City, not just for groups. Six local cities have passed NDO protection for all groups, including LGBT society; Leawood is not on this list. He stated he had canvassed door-to-door within all Wards of Leawood and obtained 89 signatures supporting adoption of such an ordinance and placement on the active docket. Having a NDOs make economic sense. His research revealed that the Northeast Johnson County Chamber endorses protection measures including LGBT, and he would be happy to work with the Leawood Chamber in this regard. Currently, 15 of the 20 largest private-sector employers in Kansas have policies that extend to these groups. These companies include Spirit AeroSystems, Sprint, Cessna, Hawker Beechcraft and General Motors. There has been no judicial harm to any municipality that have passed NDOs. Religious organizations are largely excluded; they are exempt and can practice as they wish. In March, the City of Olathe passed a "watered-down" resolution that did not address religious organizations, mediation or harm; it made enemies on all sides and could be subject to influence of groups outside of Kansas. There is to be a meeting in Olathe tomorrow, which will likely by covered by the media.

Mr. Groves stated another Governing Body goal is to consider signage at entrances to the City that might state "Welcome to Leawood", and he requested this be applicable to everyone.

Mayor Dunn thanked Mr. Groves for the materials, petition and door-to-door comments provided, as well as emails received last week. She stated copies were distributed and Council consensus was to review as a short-term, generally one-to-two year, goal. This is the first time to discuss and even then is a non-agenda item for tonight's meeting. If the City Attorney is asked to bring forth something in future, he would be notified. Mayor Dunn stated she had noticed in the header of Mr. Groves' materials there were a number of things the City currently protects, and she asked the City Attorney to speak to what Leawood does indeed protect.

Ms. Bennett stated the City currently has adopted the Uniform Public Offense Code which includes a section for protection of civil rights including race, color, ancestry, national origin, age sex, physical handicap or religion. This applies specifically to public accommodations and housing. It does not apply to employment. Federal and State laws cover most of the categories relatively well, providing the courts with a great deal of power and are the best remedy. Federal law does not cover LGBT, sexual orientation and gender. The Supreme Court may argue in October and hopefully have something in May or June 2020.

Ms. Bennett confirmed to Mayor Dunn that "sex" stated in the Uniform Public Offense Code would be interpreted to include sexual orientation and gender identity.

A motion to schedule the topic on a Governing Body agenda in the next month or two, meeting date to be determined by the City Administrator and City Clerk, and with possible additional information/education materials, was made by Councilmember Harrison; seconded by Councilmember Larson.

Mr. Lambers stated due to lack of State Legislative action sooner than later and to address as quickly as possible, his plan would be to place on the agenda of the August 12, 2019 Governing Body meeting.

The motion was approved with a unanimous vote of 7-0.

Mayor Dunn noted Mr. Groves was welcome to attend the August 12, 2019 Governing Body meeting for possible action. She thanked him for his work.

4. PROCLAMATIONS – None

5. PRESENTATIONS/RECOGNITIONS – None

6. SPECIAL BUSINESS

A. **Resolution No. 5220**, approving and authorizing the Mayor to execute Renewables Direct Participation Agreement for Kansas Customers between the City and Kansas City Power & Light [KCP&L]

Mr. Drew Robinson, Manager-Renewables, Kansas City Power & Light and Westar Energy, 1200 Main Street, Kansas City, Missouri stated Ms. Rebecca Galati, Customer Solutions Manager and Leawood's direct advocate/representative was present.

Mr. Robinson gave a presentation about KCP&L's new offering to aggregate customer interest to procure renewable energy from wind or solar power. Customers want to be greener and potentially save money. A long-term solution called "KCP&L-KS Renewables Direct" was developed with focus on economic products, long-term price certainty, reduced risk, additionality and simplicity. Customers do not wish to pay a great deal more to go green. Rates can fluctuate, but historically increase, and customers must be able to budget. It is not beneficial for customer to assume a large amount of risk without understanding. Additionality is where program enrollment by Leawood and others is helping expand KCP&L's energy portfolio with new resources. Simplicity, rather than complexity, was desired to facilitate comprehension of the program.

To move the program forward, KCP&L Kansas customers using 200 kW, excluding net metering, unmetered accounts and street light usage, are eligible to participate. Typically, gasoline stations use 200 kW. There were 22 Westar customers meeting the 200 kW requirement. An aggregate from all participants of 100 MW to 200 MW is needed. KCP&L has enrolled 14 and has not hit the required 100 MW threshold from eligible customers agreeing to participate, so the program is not guaranteed. To seek additional agreements, presentations will continue.

Mr. Robinson gave a brief summary of agreement terms, displayed a typical energy bill, and reviewed five-year historic ECA cost, potential savings charts and additional items to consider. Agreements offer 5, 10, 15 and 20 year terms, with 20 year term costing slightly less as it waives the administration charge. The administration charge is KCP&L's cost to find and recover customers. Agreement offer offset percentages of 1% to 100%. Aggregate accounts will be rolled-up and individual account snapshots provided. Renewable Participant Charge [RPC] to produce wind power substitutes for ECA rate no more than $0.02 per kWh, and hopefully less, for every kWh generated by the wind facility. If there is no wind, the ECA rate would apply. ECA rate fluctuates monthly, with a three-month price forecast has been provided. ECA is a way for KCP&L to recover cost to generate or buy energy wholesale in the marketplace. Renewable Energy Certificates [RECs] would be transferred to the participant or retired by KCP&L on your behalf; documentation would be provided. Agreements have a 90-day termination clause. As shown in the chart, based on the contract Leawood is considering the potential savings for the City are about $3,500 annually for 1.5 MW or 1,500 kW.

Additional items to consider are the program is a quick avenue to achieve clean energy goals and complements recycling, LEED Certification and LED lighting. There is the possibility to save 1% to 2%, based on wind facility performance and fluctuating ECA rates. There will be some months when the City will pay more, when the ECA is lower than the RPC. Some seasons of the year are better for wind than others and it is anticipated that program subscribers will be pre-credited. To stabilize budget impacting, pre-crediting would spread the benefits over all monthly bills. There would be an annual billing true-up with utility buy-back or credit as needed, or the subscriber asked to pay for more expensive ECA cost, with hopes of having a fairly predictable budget overall.

Mr. Robinson confirmed to Mayor Dunn that other participants are Johnson County Government, Johnson County Community College, cities of Prairie Village, Shawnee, Mission, Overland Park, Merriam, Lenexa, and five corporate customers.

Councilmember Harrison inquired if there were pending decisions from other municipalities. Mr. Robinson stated Leawood was the last Johnson County municipality that would qualify for enrollment. He stated enrolled cities have signed agreements for varying terms and offsets. Overland Park chose to offset 50%, and Mission and Prairie Village chose to offset 100%. Prairie Village term is 20 years and Mission term is 10 years.

Councilmember Sipple, Chair of Leawood's Sustainability Advisory Board, stated he and the citizen Board are very interested in the program. He asked when renewable energy would be available. Mr. Robinson estimated, based on minimum participation and ability to find wind turbine and develop a commercial contract, about 18 to 24 months, or 2021 at earliest.

Mr. Robinson confirmed to Councilmember Sipple the City would be taking the risk, though the program was structured to reduce risk. Based on updated 12-month data, the City's "Qualifying Energy Use" was slightly over 5 Million kWh. Mayor Dunn noted the chart provided in the agenda packet showing 4,952,241 kWh was a version previously provided to Mr. Lambers Mr. Robinson pointed out that street lights are major uses for cities, but not to the broader KCP&L territory, and street lights have complex billing. LED lighting is not a factor. These might be considered in the future version or program.

Councilmember Sipple inquired if some cities had declined and for what reason(s). Mr. Robinson stated that the City of Louisburg declined to participate; reason unknown as he was unable to meet with them.

Councilmember Larson questioned how additional subscribers would be found to reach minimum requirement of 100 MW. Mr. Robinson stated that currently there is only 70 MW so additional customers to enroll are needed. Some wind farms generate as little as 50 MW to 100 MW, and the program could start small to get participants a portion of wind energy. He plans to continue presentations, providing program facts and walking potential participants through the process.

Councilmember Filla inquired how long it might take to find additional corporate customers. Mr. Robinson stated he was uncertain. Discussions had occurred, and some companies support and some do not; some have sustainability goals, but watch costs; and some wish to go green regardless of cost. Renewable energy "RE100" international list companies have publicly-stated sustainability goals and those in the area are being approached.

Councilmember Filla pointed out estimated savings are based on current pricing and she questioned if KCP&L had included a 10-year forecast and anticipated increase in electricity cost. The Midwest does enjoy lower cost as compared to the Eastern and Western States. She opined there is a bit of risk and a lot of upside. Mr. Robinson stated cost is tied to the fuel portion of the program. Councilmember Filla thanked Mr. Robinson for the initiative and creativity.

Councilmember Rawlings questioned if wind farms are ready to go or would be available in 18 months to 24 months. Mr. Robinson stated KCP&L has a list of wind facilities that could be "shovel ready" in a few weeks. Some wind facility developers do not have their permits. He stated there is push back in Kansas in regard to setback of the facilities from businesses and homes, and this has slowed additional development. Mr. Robinson confirmed the City has the option to terminate the agreement. Mayor Dunn was thankful there would be no wind turbines in Leawood.

Mr. Robinson confirmed to Councilmember Rawlings that coal is KCP&L's primary source for energy. Customers are pushing for renewables and about 30% of their energy platform is wind 30%. With the Wolf Creek Nuclear Plant, 50% of energy is carbon-free. A large amount of coal generation was shut-down in January.

Councilmember Cain noted there are "No Wind" signs seen south of Louisburg and she asked the distance to the closest wind facility. Mr. Robinson stated the closest wind facility is north of Kansas City, approximately 60 miles away in Osborn, Missouri. There is a wind facility approximately 80 miles away in Waverly, Kansas. The proposed locations under review are within this radius. He reminded that KCP&L and Westar Energy merged to form a company called EVERGY, with broad branding announcement change to occur in about one month.

Councilmember Sipple questioned if 100 MW is contracted and wind farm construction moves forward, would the current contracts be maintained or would new contracts be anticipated. Mr. Robinson stated a Letter of Understanding restating and providing final costs would be anticipated. The program operates and must comply with Kansas Corporation Commission [KCC] tariffs. Any these changes to these would need to apply to all contracts. Letter notice would be provided.

Mr. Lambers confirmed to Councilmember Filla that Staff recommends a 10-year contract. Mayor Dunn stated the recommended offset rate would be 100%.

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

Mayor Dunn thanked Mr. Robinson and Ms. Galati, and the City looks forward to the program reaching 100 MW.

6.B. **Resolution No. 5221**, 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

Ms. Bennett stated the contract would allow purchase of real estate directly south of the former Police Station. This would be a contingent contract and there would be a thorough title search to ensure appropriate for City use. Anticipated close would be in about three to six months, allowing for title search and to give owner time to relocate.

Mayor Dunn pointed out the resolution was to begin due diligence, not for purchase at this time.

A motion to approve Agenda Item 6.A. was made by Councilmember Filla; seconded by Councilmember Cain. The motion was approved with a unanimous 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. 2019-26 and 2019-27

B. Accept minutes of the July 1, 2019 Governing Body meeting

C. Accept minutes of the June 11, 2019 Parks & Recreation Advisory Board meeting

D. Accept minutes of the February 27, 2019 Stormwater Management Committee meeting

E. Approve Renewal of Cereal Malt Beverage [CMB] License for RA Sushi Bar Restaurant, located at 11638 Ash

F. Approve Renewal of Cereal Malt Beverage [CMB] License for Gordon Biersch Brewery Restaurant, located at 11652 Ash

G. Approve purchase in the amount of $15,795.00 from Foley Industries, for [1] 2019 Skyjack 3226 Electric Scissor Lift

H. 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

I. **Resolution No. 5222**, 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]

J. **Resolution No. 5223**, 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]

K. **Resolution No. 5224**, 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]

L. **Resolution No. 5225**, accepting a Temporary Construction 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]

M. **Resolution No. 5226**, 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]

N. **Resolution No. 5227**, 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]

O. **Resolution No. 5228**, 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]
P. Police Department Monthly Report
Q. Fire Department Monthly Report
R. Municipal Court Monthly Report

Councilmember Sipple requested Consent Agenda Item 7.A. be pulled.
Councilmember Harrison requested Consent Agenda Item 7.K. be pulled.
Councilmember Filla requested Consent Agenda Item 7.P. be pulled.

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

7.A. Accept Appropriation Ordinance Nos. 2019-26 and 2019-27

Councilmember Sipple would recuse from voting as his wife was listed as a payee. She is a contract employee to the Parks & Recreation Department.

A motion to approve Consent Agenda Item 7.A. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of a 6-0, with recusal by Councilmember Sipple for reason stated.

7.K. **Resolution No. 5224**, 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]

Councilmember Harrison requested additional information on the project and how often Leawood works on projects with other cities.

Mr. Ley stated this is a joint Prairie Village and Leawood stormwater project through the Johnson County Stormwater Management Advisory Council [SMAC]. To address home flooding and large areas of ponding water, a portion of storm sewer will be replaced in Leawood's The Cloisters subdivision, then going into Prairie Village, and then back into Leawood. The City has worked on SMAC projects with Overland Park and Prairie Village; with Prairie Village on a project about eight years ago.

Councilmember Filla thanked Public Works for their hard work and patience; Mayor Dunn agreed.

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

7.P. Police Department Monthly Report

Councilmember Filla invited Chief Rettig to share highlights of the new Records Management System [RMS].

Chief Rettig stated the new RMS had been a large project, ongoing for quite some time and requiring two years of background work. Leawood is one of the last area cities to use the system. Shawnee will begin live-use in August. Lenexa's decision on whether to use the system is pending. Wichita is discussing possible use. Kansas City, Missouri, has decided to use the system. Information-sharing with Colorado is being discussed. This is his third RMS system transition.

Councilmember Filla complimented all involved, noting that no one likes change, especially in regard to information technology systems.

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

8. MAYOR'S REPORT

A. Congratulations and appreciation to Parks & Recreation Director Chris Claxton and her team for an exceptional July 4th Celebration. Thanks also to our Police, Fire and Public Works Departments who assisted with the event. There were thousands in attendance, and we were most fortunate not to be affected by rain that occurred in neighboring communities.

B. Thank you to Councilmember Julie Cain for organizing the City's new banners' dedication. Designer Zach Newton was present and provided descriptive details about each of the five banners on display.

C. Thanks to City Administrator Scott Lambers and Parks & Recreation Director Chris Claxton for organizing a great lunch for the Israeli Scouts who are part of the Tzofim Friendship Caravan traveling across the United States this summer, from California to New York in four months. Councilmembers and Gezer Region Sister City Committee Chair Andrew Osman and Vice Chair Mary Larson as well as Councilmember Lisa Harrison were also in attendance.

D. Congratulations to the Leawood Stage Company Board and Chair Michael Blinn, Cultural Arts Coordinator April Bishop and members of the cast, crew and orchestra on the terrific production of "Kiss Me Kate." The talent is amazing, and it's truly an entertaining show. There are three more opportunities to see it: July 18, 19 and 20 at 8:00 P.M. at the Ironwoods Park Amphitheater. Councilmember James Azeltine does an awesome job as "Man #2", better known as a gangster in the show!

9. COUNCILMEMBERS' REPORT – None

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT

Finance Director Dawn Long Introduction of Ashley Frankel, Accounting Manager

Ms. Long stated Ms. Frankel started as Accounting Manager with the City a few months ago, having an excellent education and great experience coming from Commerce Bank. Ms. Frankel is handling Accounts Payable and assisting Ms. Long.

Ms. Frankel stated she was happy to be with the City. Mayor Dunn thanked her for attending the meeting.

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

Ms. Bishop referred to agenda packet documentation. Both the Leawood Arts Council and the Arts in Public Places Initiative recommend that after renovation, the piece be installed on a raised pedestal in the center of the circular grass area in front of the Justice Center. Installation on a new base would slightly increase the sculpture being seen by traffic on Town Center Drive. Currently as you travel on Town Center Drive, most of the benches already installed around the circle are viewable. The piece would also be seen by Justice Center visitors.

Chief Rettig confirmed he was aware and supports the recommendation

Councilmember Rawlings asked for details of the renovation process. Ms. Bishop stated the artist has a foundry and the artist is currently out of the United States. The City has not heard back from either and will contact another foundry if responses are not received within the next few weeks. The globe has some rusting and needs to be sandblasted and refinished. The faces are in bronze, thin and cracking; they need work. The hands and overall structure is in good shape, but currently sits on a pedestal with tiles that are falling off. Tiles will not be used on the new base.

Councilmember Sipple asked for an estimated installation date. Ms. Bishop stated she would be pleased to advise maybe late 2019, but installation is dependent on foundry work and weather. The base will need to go through the City's Planning process. Minimum estimate for this small piece would be 6 months.

A motion to accept Agenda Item 12.A. was made by Councilmember Rawlings; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

B. Accept recommendation of installation of Sky Writing I

Ms. Bishop referred to agenda packet documentation, which included color photographs. The sculpture is currently on display at the Overland Park Arboretum, and if approved as an art on loan piece, it would be the City's first kinetic sculpture. The artist lives in Colorado and has agreed to move the piece to Leawood after the close of the arboretum exhibition, and to attend and be part of the installation. Earliest installation date, with an artist reception, would be October.

Ms. Bishop displayed the color photographs, stating the wing-like piece is about 10 ft. tall, has four hinges and rotates and turns with the wind. The piece is painted an iridescent blue color. Its pedestal is part of the piece and legs would fasten to concrete.

Councilmember Sipple pointed out the kinetic structure at Union Station had some trouble in high winds, and he asked who would insure the art on loan sculpture. Ms. Bishop stated the Union Station piece had numerous loose elements; the proposed art on loan piece should not be damaged by wind unless there was a tornado. The City would insure for the value of the piece, $40,000, not just the $2,500 lease.

Ms. Bennett stated the additional cost to the City to insure the small piece would be nominal.

Ms. Bishop confirmed to Councilmember Rawlings the paint used on the piece is similar to the paint used on the Blanco pieces in City Park, and expected to last about 20 years.

A motion to accept Agenda Item 12.B. was made by Councilmember Cain; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 7-0.

Mr. Michael Shirley, 11505 Juniper Drive, Arts in Public Places Initiative Chair [APPI], stated he was pleasantly overwhelmed with 21 emails and nine telephone calls with positive comments about the "Walking Woman" art piece. The piece is wonderful, but the project was handled by the former APPI Chair, Anne Blessing. Mayor Dunn thanked Mr. Shirley for recognizing Ms. Blessing.

Councilmember Rawlings inquired about sod the Walking Woman sculpture. Ms. Bishop stated there had been too much rain to cut sod. In the interim, Parks & Recreation Staff have continued to level the site and address ponding in low spots. Temperatures have risen too high to sod, but once temperatures improve sod will be installed.

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

Councilmember Filla, Stormwater Management Committee Vice Chair, stated volunteer committee members, some with professional knowledge in this regard, and City Staff support the recommendation. The recommendation was made because the property owners who dedicated easements will benefit from the project.

A motion to approve Agenda Item 13.A. was made by Councilmember Filla; seconded by Councilmember Harrison. The motion was approved with a unanimous vote of 7-0.

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

Councilmember Filla stated the Stormwater Management Committee wanted to take a proactive stance on a new policy. Other cities assess easement values upfront, make offers, and then take appropriate action, with all properties owners treated the same. Cost of handling easements per recommended policy should be offset by time savings for Staff and keeping a project on schedule.

Mr. Lambers agreed with Mayor Dunn that Governing Body action would be needed since this was a policy change. Mayor Dunn pointed out the change would be opposite of how easements were historically handled. In the past, the City did not move forward with a project if all easements were not dedicated. She expressed the desire for Public Works to develop and utilize a ranking policy for projects based on whether all easements were dedicated or not. If policy was just to wait 60 days, all property owners would likely wait for their offer to be paid and would never dedicate easements.

Mr. Ley stated Public Works is looking to develop a ranking system over the next six months. The ranking system would also consider whether residents may have already attempted to remedy issues using their own funds.

Councilmember Filla pointed out there are times when a majority of residents desire the project and it is necessary to avoid delay.

Councilmember Sipple asked for timing of the Patrician Woods SMAC Stormwater Project. Mr. Ley stated the project was underway and hoped to be complete in three months. Five property owners donated easements. Easements were also needed from two other property owners whose upstream properties were not impacted by flooding. One of these owners agreed to price and the other easement was obtained through condemnation. It was critical to install the storm sewer inlet per design and that property owner wanted a high-dollar amount since they would see the inlet on their property. Also, the Aimtree Manor Home Owners Association held up the project as they did not want to dedicate easement. The project was slightly redesigned to avoid the HOA property. Two property owners benefitted financially in regard to easements and five property owners who dedicated easements benefit from the storm sewers.

Mr. Ley confirmed to Councilmember Cain that Item 3. in the Staff Review memorandum does not require the City to automatically do the project; Public Works would rank and prioritize projects.

Mr. Ley pointed out the future potential issue of obtaining temporary easements for corrugated metal storm pipe replacements; the City has permanent easements only. Typically, reimbursements to all property owners increase project cost about 4% to 5%. There would be an impact if the project were to receive SMAC funding.

Mr. Lambers stated the City needs 60-days rather than 180-days in regard to easements.

Mayor Dunn stated she was glad Mr. Ley and his Staff would prioritize projects as this was a troublesome development. The history of the City is to require dedication. Councilmember Filla stated the committee is 100% behind the process; project delays are unacceptable.

A motion to accept the committee endorsement was made by Councilmember Filla; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 7-0.

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 No. 2951**, 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]

Mr. Jeff Schroeder, Scharhag Architects, 6247 Brookside Boulevard, Kansas City, Missouri, presented on behalf of the Applicant. He stated Kiddi Kollege daycare had been at the site for many years, provided a great resource and had been a good neighbor. Kiddi Kollege has expanded three other facilities in Johnson County and would like to use the majority of the proposed Leawood addition used for their Corporate Office location. The appearance of the building would be identical to the existing Kiddi Kollege daycare, using the same materials for roof, walls, siding and windows. The Applicant is in agreement to all Staff stipulations.

Mr. Schroeder confirmed to Councilmember Filla that consolidated and moving the Corporate Office would bring jobs to Leawood.

Mayor Dunn offered congratulations on successful operation.

A motion to pass Agenda Item 14.B. was made by Councilmember Rawlings; seconded by Councilmember Cain. The motion was approved with a unanimous roll call vote of 7-0.

14.C. **Resolution No. 5229**, 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)

Mr. Bruce LaSurs, Core States Group, 6500 Chippewa Street, Suite 200, St. Louis, Missouri, representing Chase Bank, thanked the Planning Commission for their work and the Council for the opportunity to present a reduction in the number of windows in the existing upper panes of the corner towers of the building from 32 divisions to three divisions. The proposed reduction of window divisions would enhance the vertical nature of the towers, increase daylight for customers and staff, and facilitate rebranding the former grocery store to Chase Bank. The building is a contemporary, not a historic commercial structure, and the investment is considered appropriate to improve the property and an element for project success. There is agreement to all prior stipulations.

Councilmember Filla asked if the second tenant had been determined. Mr. LaSurs stated this had not been finalized, but may be another division of Chase Bank that supports regional training and banking. The team is preparing to propose additional improvements to tenant space, as an amendment to the current building permit.

Councilmember Sipple requested an estimated move in date for Chase Bank. Mr. LaSurs stated he did not know the exact date, but the bank may open in 2019. Branch planning is working to support multiple openings at the end of the year.

Councilmember Osman stated he was not present at the Council meeting when a portion of this plan was presented. He stated that Chase is a great bank and organization, and the proposed use will bring more executives to the area. He dissents because the location is a "main-on-main street property" at 119th Street and Roe, where a long-term tenant providing tax revenue was lost. In this opinion, this is not the highest and best use. It is disappointing the property owner and brokerage firm could not locate a different business at the location.

A motion to approve Agenda Item 14.C. was made by Councilmember Larson; seconded by Councilmember Sipple. The motion was approved with a vote of 6-l; Nay vote from Councilmember Osman for reason stated.

Mayor Dunn thanked Mr. LaSurs and wished the project good luck.

14.D. **Ordinance No. 2952**, 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]

Mr. Klein stated the proposed amendment for new development landscaping consists of three parts: the rate at which street trees are planted in the right-of-way, the rate at which ornamental trees are planted in the right-of-way, and replacement of existing trees larger than 12 inch caliper. Single and two-family dwellings are excluded, but not multi-tenant and commercial.

The rate of planting for street trees in the right-of-way would change from one tree per 35 lineal ft. to 40 lineal ft., which would agree with the new street tree policy for large street trees and allows room for street tree growth. The rate of planting for ornamental trees in the right-of-way would change from one ornamental tree per 12 lineal ft. to 20 lineal ft. Over the years developers have indicated great difficulty planting the required number of trees and shrubs in the right-to-way, especially with setbacks and an adjacent parking lot.

In regard to replacement trees, currently the LDO requires 12 inch caliper trees to be replaced on a one-to-one caliper inch ratio. Although there has not been many of these situations, where there is a number of very large trees on a property, it becomes difficult to meet landscape requirements for new development and also replace 12 inch caliper trees on a one-to-one inch caliper ratio. Parks & Recreation Staff would determine replacement tree planting feasibility for developments with 132 caliper inches of existing trees larger than 12 inch caliper, and if all trees cannot be accommodated, the Governing Body could provide exception to replace at 50% rather than at a one-to-one inch caliper ratio. A large number of trees would still be planted and more caliper inches of growth should occur over years.

Mr. Klein stated the proposed amendment would also provide for caliper measurement to be taken with caliper tape, measured 4.5 ft. above ground level, and caliper of multi-stemmed trees calculated by measuring and combining the caliper of all stems.

Ms. Bennett confirmed to Mayor Dunn that if approved the amendment would be effective after publication a week from tomorrow; this would not be retroactive. Ms. Bennett stated there are two cases following on the agenda that rely on acceptance of the proposed amendment and are dated after publication of this amendment, if approved.

Councilmember Filla thanked everyone for the teamwork. She inquired if requiring or allowing banking of calipers of trees to plant elsewhere, if diversity of tree species was discussed and the need for diversity codified. Mr. Klein stated banking had been reviewed, but developers were concerned the banked trees would be planted elsewhere and not improve their property. Planning works with Parks Superintendent Brian Anderson and his Staff on tree species diversity. If a group of same-species trees are requested, there is typically a good reason for doing so. Developers have been open to planting a variety of trees. Mr. Coleman stated there was no need to codify at this time and agreed to Councilmember Filla's request to revisit as appropriate.

Councilmember Cain asked if the exception could be handled administratively if threshold was met, rather than come before the Council and possibly cause a delay. Mr. Coleman stated not all of circumstances for deviation could be known and applicant could present reasons to the Council. Final landscaping plans come before the Governing Body for approval. Mayor Dunn stated it would be best to use an ordinance which would come before the Governing Body rather than a policy.

Councilmember Harrison pointed out there are thousands of wild-growing trees along 135th Street and she asked if each tree would be measured. She stated she did not want to complicate development. Mr. Coleman stated this was one reason for the proposed amendment. Some of the trees are not high-quality. Developers are asked to provide a tree survey of their site. The proposed amendment should provide opportunity and make development easier.

Councilmember Osman expressed concern that removal of numerous large caliper and bad trees, and planting a variety of new smaller, faster growing caliper trees on a two acre office building site could result in an inconsistent look to the landscaping in five years. He pointed out last year the City reduced caliper requirement to 2 inches, as 2 inch caliper trees can be healthier and grow faster than a 4 inch caliper tree. Mr. Coleman stated the City's goal is to make aesthetically pleasing and landscape architects would selectively place trees where they grow best. A developer has the option to plant fewer, larger caliper trees to meet replacement ratio.

Councilmember Osman stated his hope that if adopted, that Staff would be able to interrupt and bring forth plans to the Council. Mayor Dunn and Mr. Coleman confirmed plans would come back to Council.

Ms. Bennett stated the one-to-one ratio has been a requirement for many years. The ordinance would be a living ordinance, with opportunity for revision if issues are encountered.

Mr. Anderson stated in regard to species availability, a broader variety is available in smaller caliper trees. The one-to-one ratio has been a requirement for many years. The goal is to keep as many larger trees as possible, crediting developers if they retain, and also making the overall process easier.

A motion to pass Agenda Item 14.D. was made by Councilmember Filla; seconded by Councilmember Harrison. The motion was approved with a unanimous roll call vote of 7-0.

Mayor Dunn thanked Mr. Klein and Mr. Coleman for their work.

14.E. **Resolution No. 5230**, 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)

Mr. David Rezac, VanTrust Real Estate, 4900 Main Street, Suite 400, Kansas City, Missouri, stated he was joined by Ms. Brittany Schwartz, Design Builder with Burns & McDonnell, Mr. Judd Claussen, Civil Engineer with Phelps Engineering, and Mr. Scott Bingham, Landscape Designer with BBN Architects.

Mr. Rezac gave a brief overview and presented corner view renderings of the proposed building. He stated the site is an approximately 8.5 acre parcel with State Line Road to the east, College Boulevard to the north, Overbrook Road to the west, and an adjacent Hallbrook parcel to the south.

The four-story, approximately 120,000 sq. ft. building would be situated on the high end of the site to create presence and holds the primary intersection corner. There would be 467 cars surface-parked. Per the Leawood Development Ordinance, the project will be landscaped with many new trees, shrubs and ground cover to fit seamlessly into the Hallbrook development. There will be an entry plaza with landscaped seating, specialty paving and lighting to enhance the pedestrian experience. The proposed building would have clean lines, subtle scale and would complement the rest of Hallbrook. Pre-lease activity would start after Final Development Plan/Plat [FDP] approval is received, with hope to locate a tenant and begin construction in Spring 2020, which would allow completion by Summer 2021. Applicant is agreeable to all stipulations.

Mr. Rezac confirmed to Mayor Dunn his understanding the development would fall under the revised LDO landscaping plan ordinance just adopted. He confirmed to Councilmember Osman the center of the site contains a large "scrub tree", and the perimeter of the development would be robustly enhanced with lower caliper trees as the parcel has several 36 inch diameter trees.

Mayor Dunn questioned if the building would be clearly visible through perimeter trees placed along State Line Road. Mr. Rezac displayed the approved landscaping plan in comparison to artist renderings. There should be good visibility of the building.

Mr. Rezac confirmed to Councilmember Filla that no pervious pavers were being used on the project, but these products are improving and would be kept in mind for the future. Mr. Klein confirmed to Councilmember Sipple brick pavers would not be used for pedestrian demarcation, but rather colored concrete. Mr. Rezac stated his belief this would be red, the same color used for One Hallbrook and Two Hallbrook.

Councilmember Osman noted the 0.5 acre to 0.75 acre detention area in the lower area of the site plan and asked if there would be additional stormwater inlets along Overbrook Road. Mr. Rezac stated the existing storm detention had been planned to include the addition of the proposed building; there would be no other additions for stormwater. He confirmed to Mayor Dunn this is a dry detention basin, which might fill during a rain event and slowly release into the public stormwater system.

Councilmember Harrison inquired if consideration had been given to a walking trail, looped around the complex, similar to the trail new Burns & McDonnell facility at 95th Street and State Line Road. There is a trend of encouraging employee wellness. Mr. Rezac stated the site is very tight and only required sidewalks are included; City Park is close by to the north and west. Councilmember Larson stated Hallbrook office employees frequently walk through the neighborhood.

Mayor Dunn noted the proposed building appears to have far less masonry than the One Hallbrook and Two Hallbrook buildings. Mr. Rezac agreed, stating the proposed building has a more modern, contemporary look. Earth tones used on the proposed building are masonry components, in the same family used on the existing two buildings.

Councilmember Cain stated the proposed building was a beautiful, quality project. She had previously worked in One Hallbrook for many years.

Councilmember Sipple opined the building would be a great additional to the corner, and he thanked Mr. Rezac for this work.

Mr. Rezac stated he would be happy to receive names of any potential tenants. Mayor Dunn pointed out Mr. Kevin Jeffries, Leawood Chamber of Commerce, was in attendance.

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

Mayor Dunn thanked Mr. Rezac and wished the project luck.

14.F. **Resolution No. 5231**, 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)

Mr. Matt Henderson, McAffee Henderson Solutions, 15700 College Boulevard, Lenexa, stated the purpose of the proposed revised Final Landscape Plan was to align with adoption of the Leawood Development Ordinance, Agenda Item 14.D., in regard to street trees along the right-of-way.

Mr. Klein stated the previous landscaping plan included ornamental trees planted one per 12 lineal ft. around the circular drive. The developer expressed concern as to whether the trees would survive.

Mr. Henderson confirmed to Councilmember Cain that City Staff had advised of the proposed landscaping ordinance amendment, which should help the health of the trees.

Councilmember Filla thanked Mr. Henderson for his work and tree diversity. She stated she could not read the very small font used to indicate tree species. She asked for larger print type and additional plan pages as needed to read the information. She asked if native species were encouraged because these are typically drought and storm tolerant. Mr. Coleman confirmed the Planning Department encourages the use of native species.

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

15. OLD BUSINESS – None

16. OTHER BUSINESS

A. Schedule Governing Body meeting on August 12, 2019 at 7:00 P.M.

Mayor Dunn pointed out the August 19, 2019, Governing Body meeting was cancelled and there would be no Work session, as shown on Page 5 of the agenda.

A motion to approve Agenda Item 16.A. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

17. NEW BUSINESS

ADJOURN

There being no further business, the meeting was adjourned at 9:02 P.M.

_____

Debra Harper, CMC, City Clerk

_____

Cindy Jacobus, Assistant City Clerk

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7.D.

MINUTES
Leawood Arts Council
May 21, 2019
Leawood City Hall

Present: Anne Blessing, Jessica Chanos, Stephanie Hamil, Dave Hazen, Carl McCaffree, Michael Shirley and Julia Steinberg, LAC members, Chris Claxton and April Bishop, staff liaisons, and Julie Cain, Council liaison.

Anne Blessing called the meeting to order at 5:30 p.m.

Report of the Chair
Anne introduced new LAC member, Jessica Chanos and gave a description of her background. Each member introduced themselves with a brief overview of their involvement with LAC.

Anne explained how LAC is created and organized by City Code and gave an overview of the Council's responsibilities. She requested that the roster be updated and sent to all members.

Presentation of the New Barstow Leawood Campus
Kellye Crockett, Director of External Operations for The Barstow School, presented the plans for the new campus at 123rd & State Line in the former Hy-Vee store (sometimes jokingly referred to as Bar-Vee). The building is being renovated to become an Early Childhood center, a multi-use space that will include a sports area, a black box theatre, and STEAM (Science, Technology, Engineering, Arts and Math) classrooms with creative discovery and maker's space. This 65,000 square foot space will have 8,500 square feet of common space, which can be used for art shows. The black box theatre will feature moveable seating to accommodate different types of performances. Barstow plans to use the campus as a regional community resource in addition to student use.

Kellye showed the architect's drawings for the space and invited members of LAC to stop by for a hard hat tour during the renovation.

Approval of Minutes
Michael moved that the Minutes of the LAC meeting of March 26, 2019 be approved. Julia seconded the motion and the motion was unanimously approved.

APPI
APPI Chair Michael Shirley reported recent activity in public art projects.

Michael Stutz – Walking Female
The installation and dedication of the sculpture by Stutz and other activities took place the week of April 22 during the time the artist was in Leawood. Michael Shirley stated that his first involvement with APPI was a great experience and he has received many positive comments from residents.

The piece has yet to be named.

***The Sentinel* by Tex Jernigan**
Cox Air Systems has refabricated and returned the piece by Tex Jernigan to its original site. Some slight adjustments will be made at a later date.

***Faith* by Wendell Castle**
Zahner has removed the piece and is repairing the damage from a winter storm.

Banner Selection Panel
KC Banner will install the new banners the week following Memorial Day. A date and time will be determined for an artist's reception.

Art on Loan
APPI recommends to the Leawood Arts Council that a kinetic sculpture by John King be considered for the next Art-on-Loan installation at the Art-on-Loan site west of City Hall.

Sky Writing I, painted an iridescent blue, is hinged in 4 places with wing-like elements that move the piece horizontally. It is currently on exhibition at the Overland Park Arboretum. The "Whirlwind: Art in Motion" exhibition runs through September of this year. After that time, the artist, John King, is willing to move the piece to Leawood. He understands that he will receive a $2,500 stipend and if the piece is purchased during the one-year loan period, the stipend will be applied to the total payment price of $40,000.

Michael said that he had visited the Arboretum to see the piece and was very impressed by the shimmer of the blue paint. The advantaged of this piece over others in the exhibition are size, color and movement. The piece is small enough that if purchased, it could be installed in multiple locations around the City. It will draw a great deal of attention from passersby at the Art-on-Loan installation site on Town Center Drive.

Members of APPI noted how difficult it has been to find pieces for Art-on-Loan installations and thought that this would be an ideal piece. If approved, the artist will come from Colorado to move it from the Arboretum to Leawood.

Michael moved that the Leawood Arts Council recommend to the City Council that an initial stipend of $2,500 be paid to John King for the installation of *Sky Writing I* as the City's next Art-on-Loan piece at the Art-on-Loan installation site west of City Hall on Town Center Drive. Dave seconded the motion and the motion was unanimously approved.

***Women of the World* by Kwan Wu**
The City Council voted to accept the Deed of Gift for this piece on April 1. Wu's foundry will make the necessary repairs.

APPI recommends to the Leawood Arts Council that this piece be relocated after repair to the center of the grass circle in front of the Justice Center for the following reasons: this piece will be a beautiful accent to the Justice Center; it pays tribute to women around the world; and the circle of grass will compliment the round shape of the globe. The piece will be installed on a new base to raise it slightly higher, which will allow it to be seen by traffic on Town Center Drive. There are already benches installed around the circle, making this an ideal spot to relax and enjoy the piece.

Michael moved that the Leawood Arts Council recommend to the City Council that *Women of the World* be relocated to the grass circle in front of the Justice Center as its permanent location. Dave seconded the motion and the motion was unanimously approved.

***Inspiration* by Rita Blitt**
The City Council voted to accept the Deed of Gift for this piece on April 1. The City is working on engineering plans for installation at the site at the southeast corner of College Boulevard and Tomahawk Creek Parkway. The piece is at Cox Air for restoration.

***Point Defiance* by Beth Nybeck**
When a new Art-on-Loan piece is secured, Point Defiance will move to a permanent installation site. Discussion was tabled for a later meeting.

Events Committee

Gallery Crawl
The committee is planning a Gallery Crawl with 5 participating local galleries: 2010, Gallery V, Epsten, Eva Reynolds and Leawood Fine Art. The event will be held September 13 from 5:30 -8:00 pm.

Fall Into Art
Plans are being made to host an art show in the Oak Room on October18 - 20. The event will feature local artists and will include an opening reception on October 18 followed by two exhibition days. Artists will be asked to enter up to 3 pieces with no submission fees or percent taken on pieces sold. All sales will go directly to the artists. The committee will select the top 100 pieces for exhibition. The committee also will explore ways to better market LAC events.

Cultural Arts Upcoming Events

- LAC will hold a Pooch Paint the morning of June 1 near the entrance to Leawoof Dog Park. It was suggested that we contact Barstow for help from students needing service hours.
- Leawood Stage Company will present *Kiss Me Kate* at the amphitheater in Ironwoods Park July 11-14 and 18-20. Rehearsals begin June 2 and the Family Picnic will take place on June 9.
- LAC will hold 4 Grinnin' & Groovin' cultural events for kids on Tuesday mornings in June at Ironwoods.
- The Oxford Schoolhouse will hold history events 4 consecutive Saturdays in June.
- LAC will hold Concerts at Ironwoods Park on Sunday evenings August 11- September 8.

Our next meeting is scheduled for July 23, 2019, at 5:30 p.m. in the P&D Conference Room. Meetings are held every other month on fourth Tuesdays.

The meeting was adjourned at 6:45 p.m.

Submitted by: April Bishop, Cultural Arts Coordinator

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7.E.

Bike/Walk Leawood

May 1st, 2019 MINUTES

ATTENDEES
5:30 pm • Leawood City Hall
4800 Town Center Drive
Main Conference Room

Members
- ☒ Kevin Corbett, Chair
- ☒ Alicia Jennings, Vice-Chair
- ☐ Bill Blessing
- ☒ David Harwood
- ☐ Dan Schaeffer
- ☒ Ron Schikevitz

City Staff
- ☐ Chris Claxton, Director of Parks & Recreation
- ☒ Brian Anderson, Parks Superintendent
- ☒ Marica Putman, Administrative Graphics Tech
- ☒ David Ley, City Engineer
- ☒ Mark Klein, Planning Official
- ☐ Phil Goff, Police Officer
- ☒ Karry Rood, Police Admin Services Coordinator

Guest
- ☒ Chuck Sipple, CM W3
- ☒ Ross Kurz, Director of IS

Approve Agenda
- David Harwood made a motion to approve the agenda. Vice-Chair Jennings seconded the motion. Motion passed unanimously.

Approve November 7th Minutes
- Ron Schikevitz made a motion to approve the November 7th, 2018 minutes. Vice-Chair Jennings seconded the motion. Motion passed unanimously.

Bicycling Website Review – Ross Kurz
- Ross Kurz presents the bicycling portion of the website to the committee (under Parks, under Parks and Trails).
  - A Go Pro like run-through of the North and South Loops plus printable maps to be available soon. The video will probably take 30 days to complete. Members discussed possible additional and advertising signage.
  - Ross Kurz asked that members make suggestions for what they would like to see in the video such as restrooms and he will incorporate that it. *Map My Ride* and other apps were mentioned and discussed.
- Vice-Chair Jennings shared that Overland Park is installing nearly 70 miles of new bike lanes and street markings.

South Loop Update – David Ley, Brian Anderson
- Plans are currently being designed and will be out to bid in 2 to 3 weeks. It will be late summer when the signs are installed. Three rapid fire beacons will be installed at College and Brookwood due to speed and curve of the road.
- Brian Anderson displays the map, points to where the signs will be installed in the loop as David Ley explains the trail signage. They are a smaller version, similar to the ones on the streets. Members discussed the following:
  - Legalities for two way traffic on the bridge trail under 8 feet (no federal money involved)
  - The 2nd version of the plan to the park and south of 135th is still as envisioned (Mission will have a bike lane, plus the path and trail)
  - Different paths throughout the proposed plan, extensions and connections
  - $60,000 budget, sidewalk at Roe, curb cut, rapid fire beacons to plan
  - Other streets with bike lanes or proposed ones
- Brian Anderson is finishing up a design contract with Patti Banks and Associates from Vireo (landscape architecture, planning, and design firm). Steve Rhoades, Landscape Architect and Director of Business Development for Vireo, is designing the trail head for the north and south loops. The Parks department will construct it.

Stride 'N Ride Event – Brian Anderson
- Event flyers were handed out that he received from Kirby Wiley. It will be at the Justice Center.
- Stride 'N Ride information is in the Park & Recreation section of the city's website. Three banners out front, City Park and at Ironwoods Park.
- Activities include: family walks, trail hike/etiquette, kids fun run, bicycle decorating contest, Trex bikes to try out, bike rodeo, skills course and more. There's a need for committee volunteers to lead the trail hike, be judges, and be at booths.
- Map of event locations and parking provided.
- Kona Ice and Johnson County Health & Environment Department will attend.

- Marketing was done through an online publication called *Macaroni Kids*. They will do 2 dedicated email blasts to 4,000-6,000 subscribers, a side banner on their website, 4 social media posts on their Facebook page, and in addition to that, Kim Curran has created a Facebook page and more.

Bike to Work Week – Brian Anderson

- Employee's bike to work day is Friday, May 17th. Karry Rood has planned a route that starts at Bike America at 95th/Nall and ends at the Justice Center.
- Meet 6:50 am, kick stands up at 7:05 am. A ride back if needed.
- Our HR department funds and supports this activity for wellness.
- Members discuss turnout, past events, and other biking events.
- Bike to Work Week proclamation will be on the next council meeting.
- Vice-Chair Jennings shared that May 8th is Bike Walk to School day. Brookwood (participates every Wednesday) and Corinth will participate. Cure cancelled due to construction in front of the school and Nativity cancelled because of 119th and Mission (they will do the fall event). Saint Michaels has not responded.

City Department Reports

- David Ley, Public Works
  - Started on Mission Road project, 119th thru 127th to be completed in 5 months or so. It will have bike lanes and a 3rd lane for a left turn lane.
  - A public meeting was held for Lee Blvd, 95th to 103rd to talk about the plan to widen the road by two feet for bike lanes. Engineering plans for Lee Blvd were completed and a public meeting was held where a resident was upset about the bike lanes and thought it was unnecessary. Lee Blvd will be bid on in two weeks. He discusses details about the plan such as a 9" gutter curb on both sides. Project to last 5 months with detours to State Line Blvd.
- Mark Klein, Planning.
  - Ranchmart was approved thru City Council. Sidewalks along Mission Road all the way down to 95th Street and all the way across. Some of the sidewalks along Mission Road will be protected by a 3 foot retaining wall, have lane scaping adjacent to the road and have sidewalk along the retaining walls to be 6 feet in width.
  - A mixed use project at 135th Street and Kenneth Road with duplexes and triplexes. They have shifted 137th Street and rather than dead end it, they are working with property owners to connect to Kenneth Road. There will be 4 foot bike lanes along both sides of 137th Street. Members discuss the project.
  -
- Brian Anderson, Parks & Recreation
  - He continues to serve on a task force from the Kansas City Area Metro Park & Recreation Directors Association to develop a position letter which would recommend a unified stance regarding e-bike use on trails in the Kansas City region. Currently, e-bikes may or may not be allowed depending on which jurisdiction you are in. There are 3 different types of e-bikes, Type 1 requires pedaling to get a power boost and assistance stops after 20 MPH. Type 2 works the same as Type 1, but there is a throttle and the bike can move without pedaling. Type 3 the rider must be pedaling, but the top end assistance speed is 28 mph. We are also reviewing the use of E-Scooters on trails as well. Brian Anderson will keep the committee informed about the task forces' progress.

Adjourn

- Meeting adjourned.
- The next regular BFC meeting of July 10th, 2019.
- Future meetings in 2019: September 4th, November 6th.

Return to Agenda

7.F.

Sustainability Advisory Board

April 11th, 2019 MINUTES

ATTENDEES
7:30 am • Leawood City Hall
4800 Town Center Drive
Main Conference Room

- ☒ Chuck Sipple, Chair
- ☐ Lisa Harrison, Vice-Chair
- ☒ Erin Chacey
- ☒ Mark Ciaramitaro
- ☒ Kathy Corbin
- ☐ Alicia Jennings
- ☒ Bob Pierson
- ☐ Jim Potter
- ☒ Bill Schutte
- ☒ Truss Tyson

- ☐ Chris Claxton
  Parks & Recreation Director
- ☐ Brian Anderson
  Parks Superintendent
- ☒ Marica Putman
  Administrative Graphics Tech
- ☐ Scott Gameri
  Outdoor Education Supervisor
- ☐ Kevin Jeffries
  President and CEO
  Leawood Chamber of Commerce

Guests
- ☒ Drew Robinson, KCP&L
- ☒ Rebecca Galati, KCP&L

Welcome, Introductions, and News

- Members greet and welcome guests Drew Robinson and Rebecca Galati from KCP&L.

The SAB meeting came to order

- Bill Schutte motioned to approve the agenda. Mark Ciaramitaro seconded. The motion passed unanimously.
- Bill Schutte motioned to approve the January 10th and February 14th minutes. Mark Ciaramitaro seconded. The motion passed unanimously. (Please note: February 14th minutes were pulled due to no quorum prior to City Council meeting).

Master Calendar – SAB and Recycling Events

- Chair Sipple addresses future meeting dates. He will discuss the dates with Vice-Chair Harrison and will send out proposed meeting dates to members to review. The committee will meet for 6 dates instead of 9 with additional meetings as needed.
- Emails and distribution lists were discussed.

Drew Robinson - KCP&L, Wind Energy Discussion

- Drew Robinson made a similar presentation to area mayors and city administrators to promote wind energy for municipalities. Mayor Dunn and City Administration Scott Lambers were very impressed.
- Currently KCP&L has merged with Westar Energy and will change their name to Evergy in the fall.
- Drew Robinson presents a territory map. They serve approximately 1/3 of the state of Missouri and 2/3 of the state of Kansas. He explains that every green dot is a power plant including wind farms, natural gas, coal, nuclear, and hydro (they purchase 75 megawatts from Nebraska). KCP&L has 1.6 million electric customers not including residents (2-3 million range). Thirteen megawatts of generation of which 3.1 gigawatts is renewables; mainly wind power almost entirely in Kansas (60% owned or contracted) and is a top 5 wind portfolio in the country.
- They have 744 megawatts of wind that is scheduled to come online next year and have retired 800 megawatts of coal last January and will continue to retire power plants as they go along. By the end of 2020, they will shut down 2200 megawatts of fossil units (coal and oil) with wind portfolio of approximately over 3800 megawatts with potential to expand. They are making the transition from fossil fuels to renewable resources. It's economic issue. Wind is cheap and customers want it.
- KCP&L's carbon output since 2005 levels are down over 40% and the energy mix customers receive is roughly 50% emission free on an annual basis. Today, the City of Leawood is roughly 50% carbon free, roughly 30% renewable in terms of the energy mix delivered. Carbon free is renewables and nuclear. Currently batteries are not being use as it is not yet cost effective. It's cheaper to buy more generating capacity than capacity and storage. As renewables grow, CO2 will continue to drop.
- Prior to a power plant shut down, employees will transition to other locations or retire. They can retrain for another job too. No layoffs. Plant shut downs are often announced years in advance. When a power plant is retired, it is off or put into a stable state called mothballing to prevent damage and ensure the preservation of various assets. Pull the plant or disassembled, the coal is removed, the fly ash is buried, the reservoir stays, etc. For environmental reasons, the site is then brought back to a greenfield status. A greenfield is an area of land that has never been developed or built up.
- Customers want economic products with stable prices and low risk. Consumers want to be green but not to go broke getting there. They want to see new sustainable new resources brought on line.
- Rate increases are on hold for 5 years in Missouri and Kansas.

- Wind energy prices are bid as "day ahead" and "real time". They participate in the Southwest Power Pool which is a wholesale power market. Every day, they bid all of their generating units: coal, wind, solar, gas – at a price point. The marketplace takes all of those available units and dispatches the lowest cost resources based on the amount of energy they think the footprint is going to use. It leads to lower costs and power plants being off line some days.
- Westar territory has utility generation products which happened shortly after the merger. Renewables Direct is a program geared towards aggregating customer interests and procuring appropriate resources. Today it is wind. The program was launched March 4th and in the Westar territory, for 200 megawatts of capacity, it took commitments from 22 customers (school districts, universities, industrial customers, cities, etc.). They do require 500 KW load, a threshold. Once 200 megawatts is reached, the program will stop accepting enrollees. First come, first served. Westar is committed to this program for 20 years.
- The KCP&L program is different. They are committed for 20 years and have different subscription years: 5, 10, 15 and 20 years. At the end of the subscription, companies have the first right of refusal or a participation charge of .0003 cents per kilowatt if 20 years is not selected at sign-up.
    - KU and K-State signed up.
    - Eric Mikkelson of Prairie Village signed up for 20 years at 100%
    - Ron Appletoft of Mission signed up for 10 years at 100%
    - Customers' minimum is a 200 KW load, 100-200 megawatts (no cap is cap, based on interests and procurement of wind farms).
    - KCP&L does not own the wind farms. They have contracts with 3rd parties to provide wind energy.
    - Customer can offset 1 to 100% of their qualifying energy.
    - For Kansas, the participation charge is 2 cents per kilowatt, not to exceed price and possibly be lowered in the future. They are supplementing the fuel component called ECA in which everyone pays. The ECA is 2.1 per kilowatt hour. The ECA is volatile. They expect an early cost savings for customers. As long as the RPC charge stays below the ECA, customers will see a financial benefit of their bill.
    - For Missouri, customers agree to a subscription charge and agreeing to keep the utility whole at a certain price per megawatt hour. They are paying $18. There will be a different wind resource there. They are taking that energy, liquidating into the marketplace. If money is made, the excess revenue goes back to the customer who's subscribed and if there's a loss, there's an excess cost to the customer. They have a renewable adjustment.
    - An idea of sizing of an energy offset.
        - Kansas City, MO requires 75 megawatts
        - Leawood, KS requires 1.5 megawatts

    - Currently, the charge does not exceed price. For instance, they come in and prepare that resource and it's higher than what that stated charge is, every customer who signed a contract has an out. If they come in and the contract holds, you are now locked in for the term selected. The proof of offsetting is REC – renewable energy credits which can be retired on the company's behalf or be transferred them to customers who want to actually own, retire, transfer or sell. There is a cost for that.
    - The City of Leawood qualifies for an annual 1.5 megawatt capacity share of the program and based on today's cost saves the city $8,200 a year or 1.3%. Some accounts do not qualify for the program. It's roughly 5,000,000 kilowatt hours a year of usage would be 100% offsetting the qualified usage. Accounts that do not qualify: Lighting (exclude: street lights, traffic signals), unmetered and net metering. It is a sizeable chunk of energy that is not being picked up by this product and they are aware of it. These types of accounts are built on estimates (engineering calculations) and not a true energy usage number. This will be review as allowed in the future if the program is successful. Energy upgrades, retrofits, and infrastructure expansions/reductions will also need to be calculated or determined for costs.
    - Solar subscription program. KCP&L take on community solar. If interested, sign up with an email to be one of the first people to have the opportunity to enroll when the program goes live later this year. They are looking to install up to a 5 megawatt solar array which is approximately 25 acres of land. It will be locally and to have an educational pavilion for students to learn about renewable energy. It is a premium product and could be $5-$15 for the average homeowner with the idea

that the costs will eventually go down. Targeted for those who want to go green but cannot because of HOA due to aesthetics.

- They had a favorable meeting with Mayor Peggy Dunn. She is looking to the SAB board for recommendations for enrolling in the program. KCP&L will send information, such as tariffs, needed for the review.
- Members participated in Q&A. The SAB board will investigate and make recommendations.
  - They discussed wind distributions to the east coast, right-of-way of the lines (The Clean Line, The Grainbelt Express, etc.). A one stop line that goes from western Kansas to Indiana to move wind energy out of Kansas to locations who cannot access it. It alters the dynamics a little bit. There's so much wind in Kansas that it has a negative impact on the energy prices. The marketplace pays utilities to take energy off the grid. It reduces congestion.
  - KCP&L do not want wind farms in or border the Flint Hills; however, other utilities may look at those projects. Wind farms go through a generation interconnection agreement process and becomes publicly available on the market place (x developer seeks to put 500 megawatts of wind in x county). This starts the study on the transmission impact and see where those resources are being proposed.
  - The City plans to discuss it further.

Discussion – What Did We Learn From February 21 HOA Summit?

- Kathy Corbin, our keynote speaker, did a wonderful presentation.
  - 33 HOA represented out of 110
  - 75 residents attended
- Suggestions for the next HOA meeting:
  - Kathy Corbin suggested more sustainable yard maintenance as a topic. It can incorporate rain gardens, organic treatments, healthy soil, composting, pesticides, etc.
  - Chair Sipple recommended bushes, trees and tying them with environmental issues.
  - Vegetable gardens.
  - Dennis Patton, Master Gardner, was suggested as a speaker for healthy yards.
  - Members discuss the meal, format, topic of the current HOA and changing interest topics to bring in more residents. Shawnee has a healthy yards expo that is was very well attended. Also discussed advertising, moving the event to April, and other events, etc.

HOA Database

- Marica Putman gave Deb Harper, City Clerk, the updated HOA emails and Becky Pendergraft will enter the info. Ross Kurz is in charge of the database.
- Voluntary members are no longer allowed to work on the database, only city employees.

Tree Committee

- Lisa Harrison is the chair.
- Chair Sipple gives a brief on the committee's function, street trees, and Leawood Development Ordinances.

Bike/Walk Leawood

- Stride 'N Ride event on May 11th.
- Kevin Corbett is the chair.
- South Loop signage will be installed this summer. There may be an inaugural bike ride. Members are interested in the event and riding the new loop.

Major SAB Initiative

- Chair Sipple is interested in doing studies.
- The charter is to lead, educate, and collaborate with the City to promote sustainable practices.
- The mayor feels very strongly that this committee should not dictate sustainable practices like Styrofoam, plastic cups, straws, and bags.
- Many communities are reviewing the above items and are considering banning them. Kathy Corbin will pick one item and review those cities' process of banning an item. Chair Sipple does not want to make the retail environment in Leawood prohibitive. People are starting to open up sustainability.
- Drawings for a mulching lawn mower, bushes, trees, etc. were discussed.

- Kathy Corbin suggests a knowledgeable energetic speaker is an important consideration when choosing speakers for the next summit.

Other

- Marica Putman will send out the Recycling Extravaganza flier to members and they can send it out as needed.
- Chair Sipple reminded everyone that a new meeting schedule will be reviewed.

Adjourn

Upcoming Meetings

- **Next SAB meeting is July 11th, 2019.**
- Future meeting dates in 2019: September 12th and November 14th.

Return to Agenda

Staff Review

7.G.

Fact Sheet

SUBJECT: **REQUEST TO APPROVE QUOTE / PURCHASE ORDER FOR PURCHASE OF ROAD SALT**
August 12, 2019

DISCUSSION

The Public Works Department received two (2) price quotes to purchase road salt for the 2019-2020 winter season.

The low quote was from Central Salt Co. out of Lyons, Kansas, at a price of $57.54 per ton delivered. The second quote was from Independent Salt Co. at a price of $65.83 per ton.

The Department is requested 3400 tons of salt to add to the City's inventory. The total purchase requested is $195,636.00.

The Public Works Department requests the Governing Body approve the low quote from Central Salt Company and approve the purchase of 3400 tons of road salt. Total cost to Central Salt Company is $195,636.00.

David Ley, P.E.
Director of Public Works
Public Works Department

COUNCIL ACTION TO BE TAKEN

Approve purchase order for salt.

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

$195,636.00

FUND SOURCES

Public Works General Operating Budget
Street Maintenance Division
11110.33200.713500 (salt supplies)

City of Leawood
BID/PURCHASE TABULATION FORM

Per the City's purchasing policy, formal bids and proposals are required for goods and/or services greater than $1,000. For goods and services exceeding $15,000, formal City Council approval is required. On capital projects, bids between $5,000 - $15,000 can be approved by the City Administrator; bids between $15,000-$25,000 require City Council approval (informal process); bids above $25,000 must follow Charter Ordinance #32. Bids can consist of written, oral or catalog quotes.

Current Date: 7/19/2019 (mm/dd/yy)

Bid/Project Name: Winter Salt Quote

Bid Opening Date: 7/17/2019 **Time:**

Bid Close Date: **Time:**

CONTRACTOR/VENDOR	TOTAL BID	NOTES
Central Salt	$57.54 / ton	
Independent Salt	$65.83 / ton	

Recommended Vendor:

Address:

Reason: ☐ ***Lowest Price*** ☐ ***Best Terms/Delivery*** ☐ ***Quality***

☐ ***Sole Source*** ☐ ***Other*** ***(specify)***

If total bid amount exceeds $15,000, enter the date of City Council Approval: 12-Aug-19

Employee Name/Title: Bill Billings, Superintendent of Public Works

Date:

Comments:

City will go with the lowest unit price. Request to place order for the amount we need, up to 3,400 tons.

7/25/2019
9:34 AM

CENTRAL SALT

Central Salt - Lyons Mine
1420 State Road 14 Lyons, KS 67554
800-879-7258 Phone 620-257-5052 Fax

QUOTE

Billing Information	
Company Name:	Leawood (City of)
Address:	4800 Town Center Drive
City, State Zip:	Leawood, KS 66211
Contact:	Bill Billings
Work:	913-681-6902 x701
Fax:	913-681-6907
Email:	bbillings@leawood.org

Date Prepared:	7/19/2019 8:18:58 AM
Duration of Quote:	5/30/2020
Prepared By:	Todd Hamer
Quote No:	1800879
Rev:	2
Payment Terms:	Net 30
Contract Type:	5 - At Risk Season
Prepay Invoice:	

Special Shipping Instructions:
All freight and fuel surcharges are included in delivered prices.

Ship To Locations:

Public Works Maintenance
14303 Overbrook Rd
Leawood, KS 66211

Product Name	Unit of Measure	Qty	Product Price	Freight Type	Shipping Depot	Terms
Bulk Deicing Salt	Tons	3,500.00	$57.54	End Dump	[87] Lyons KS - Mine	Net 30

Terms of Quote

1. This quotation shall remain firm for a period of 7 calendar days unless signed.
2. New Customer Account forms must be completed and existing customer files must be updated before signed quote will be considered accepted by Central Salt.
3. All published freight increases are subject to the account of the buyer. Prices quoted are based on transportation costs provided at the time of quotation. We reserve the right to change our quotation based on documented changes to those transportation costs.
4. Quotation does not constitute a binding obligation, but is subject to credit approval.
5. All purchases are subject to the appropriate sales tax rate, unless exempt.
6. Prices quoted are good for product sourced from the stated shipping depot. Product quantities exceeding quoted amounts or sourced from other shipping depots are subject to price adjustment for market demands and incremental transportation.
7. Bulk product is for end use application and is not intended for blending or repackaging without prior written consent.
8. All orders are subject to Central Salt Terms and Conditions of Business Credit and Sale.
9. Any claims for quantity errors, quality, or damage must be made to Central Salt within 5 days of delivery and supported by satisfactory evidence.
10. Package orders that require multiple delivery locations will be assessed $150 fee for each additional delivery location.
11. $250 fee will be added to any in-transit load that is diverted from its original destination.
12. For Package loads, a truckload may be 882 or 931 bags, depending on the vehicle legal load limit.
13. Central Salt reserves the right to direct customer pickups to alternate depot locations within a specific market depending upon demand and/or inventory availability.
14. Central Salt reserves the right to terminate or modify this quote/agreement in the event Customer has not purchased 40% of the committed quantity by December 31, subject to weather conditions. This only applies to deicing products.

Customer Acceptance of Quote:		Central Salt:	Todd Hamer
Date:		Date:	7/19/2019

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Staff Review

Fact Sheet

7.H.

SUBJECT: **REQUEST TO APPROVE 4TH and FINAL PAY REQUEST WITH O'DONNELL & SONS FOR THE 2018 IRONWOODS PARK PARKING LOT IMPROVEMENT PROJECT**
AUGUST 12, 2019

DISCUSSION

The Public Works Department requests approval of the 4th and FINAL Pay Request of $29,115.00 to O'Donnell & Sons for work on the Ironwoods Parking Lot Improvements.

The City approved the contract with O'Donnell & Sons on July 24, 2018, for a bid price of $614,559.25. The project has had one change order request to include trail replacement in several locations of Ironwoods Park revising the contract to $643,493.25. With this 4th and Final Pay Request, the project is 100% complete.

It is the recommendation of the Public Works Department the City Council approves the 4th and Final Pay Request to O'Donnell & Sons for the Ironwoods Park Parking Lot Improvement in the amount of $29,115.00 and authorizes the Mayor to sign.

David Ley. P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve 4th and Final Pay Request

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☐ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

$29,115.00

FUND SOURCES

Project 71025

July 11, 2019
Project: 2018 Ironwoods Park Parking Lot Improvements Project
Project #'s : 71025
Contractor: O'Donnell And Sons Construction
Pay Request No. 4 and Final

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS PERIOD	TOTAL QUANTITY	EXTENSION	TOTAL THIS PERIOD	TOTAL COMPLETED
1.00	**ASPHALT**									
1.01	2" MILL	7,193	SY	$2.00	7193.00	0.00	7193.00	14,386.00	0.00	14,386.00
1.02	2" EDGE MILL	3,267	SY	$1.75	3267.00	0.00	3267.00	5,717.25	0.00	5,717.25
1.03	2" MILL AND 4" OVERLAY OF ASPHALT TRAIL	132	SY	$40.00	0.00	0.00	0.00	5,280.00	0.00	0.00
1.04	2' WIDE JOINT REPAIR	351	LF	$28.00	373.00	0.00	373.00	9,828.00	0.00	10,444.00
1.05	7" ASPHALT BASE REPAIR	685	SY	$64.00	1129.53	0.00	1129.53	43,840.00	0.00	72,289.92
1.06	2" ASPHALT SURFACE	18,761	SY	$9.00	18781.00	0.00	18781.00	168,849.00	0.00	169,029.00
1.07	7" NEW ASPHALT BASE	36	SY	$55.00	36.00	0.00	36.00	1,980.00	0.00	1,980.00
Sub-total								**$249,880.25**	**$0.00**	**$273,846.17**
2.00	**CONCRETE**									
2.01	CURB REMOVAL & REPLACEMENT	549	LF	$47.00	672.00	0.00	672.00	25,803.00	0.00	31,584.00
2.02	NEW CURB INSTALLATION	270	LF	$43.00	289.00	0.00	289.00	11,610.00	0.00	12,427.00
2.03	NEW CONCRETE SIDEWALK CONSTRUCTION	97	SY	$68.00	118.80	0.00	118.80	6,596.00	0.00	8,078.40
2.04	TRAIL/SIDEWALK REMOVAL AND CONC. REPL.	921	SY	$74.00	1317.35	-391.00	926.35	68,154.00	-28,934.00	68,549.90
2.05	5" CONCRETE PATIO REPLACEMENT	34	SY	$90.00	41.17	0.00	41.17	3,060.00	0.00	3,705.30
2.06	8" CONCRETE PAVEMENT	191	SY	$95.00	212.29	0.00	212.29	18,145.00	0.00	20,167.55
2.07	CONCRETE PAVEMENT PATCH	12	SY	$70.00	18.61	0.00	18.61	840.00	0.00	1,302.70
2.08	CONCRETE RIBBON	800	LF	$45.00	808.00	0.00	808.00	36,000.00	0.00	36,360.00
2.09	8" CONCRETE PAVEMENT PATCH	21	SY	$73.00	21.00	0.00	21.00	1,533.00	0.00	1,533.00
Sub-total								**$171,741.00**	**-$28,934.00**	**$183,707.85**
3.00	**STREETSCAPING**									
3.01	DECORATIVE GRAVEL & 4OZ. FILTER FABRIC	62	SY	$30.00	92.06	0.00	92.06	1,860.00	0.00	2,761.80
3.02	STONE PAVERS	29	SY	$140.00	28.67	0.00	28.67	4,060.00	0.00	4,013.80
3.03	SOD	500	SY	$10.00	500.00	0.00	500.00	5,000.00	0.00	5,000.00
3.04	FENCE REMOVAL AND REPLACEMENT	263	LF	$60.00	294.00	0.00	294.00	15,780.00	0.00	17,640.00
3.05	STACKED STONE WALL	371	SF	$55.00	371.00	0.00	371.00	20,405.00	0.00	20,405.00
3.06	STONE WALL UNDERDRAIN	136	LF	$30.00	306.00	0.00	306.00	4,080.00	0.00	9,180.00
Sub-total								**$51,185.00**	**$0.00**	**$59,000.60**
4.00	**STORM**									
4.01	GRATED CURB INLET	1	EA	$8,800.00	1.00	0.00	1.00	8,800.00	0.00	8,800.00
4.02	4' DIA. SHALLOW MANHOLE	1	EA	$7,000.00	1.00	0.00	1.00	7,000.00	0.00	7,000.00
4.03	4'X4' AREA INLET	2	EA	$7,700.00	1.00	0.00	1.00	15,400.00	0.00	7,700.00
4.04	4'X3' STD. CURB INLET MODIFICATION	1	EA	$3,500.00	1.00	0.00	1.00	3,500.00	0.00	3,500.00
4.05	NYOPLAST CURB INLET	1	EA	$2,350.00	0.00	0.00	0.00	2,350.00	0.00	0.00
4.06	NYOPLAST AREA INLET	3	EA	$1,775.00	2.00	1.00	3.00	5,325.00	1,775.00	5,325.00
4.07	6" N-12 SLOTTED UNDERDRAIN	90	LF	$40.00	0.00	0.00	0.00	3,600.00	0.00	0.00

July 11, 2019
Project: 2018 Ironwoods Park Parking Lot Improvements Project
Project #'s : 71025
Contractor: O'Donnell And Sons Construction
Pay Request No. 4 and Final

4.08	15" ADS PIPE	177	LF	$125.00	74.00	0.00	74.00	22,125.00	0.00	9,250.00
4.09	18" ADS PIPE	130	LF	$130.00	121.00	0.00	121.00	16,900.00	0.00	15,730.00
4.10	24" ADS PIPE	89	LF	$135.00	80.00	0.00	80.00	12,015.00	0.00	10,800.00
4.11	15" FLARED END SECTION	1	EA	$1,100.00	0.00	0.00	0.00	1,100.00	0.00	0.00
4.12	24" FLARED END SECTION	1	EA	$1,200.00	1.00	0.00	1.00	1,200.00	0.00	1,200.00
4.13	LIGHT 18" RIP-RAP	10	SY	$90.00	15.00	0.00	15.00	900.00	0.00	1,350.00
Sub-total								**$100,215.00**	**$1,775.00**	**$70,655.00**
5.00	**PAVEMENT MARKINGS AND SIGNS**									
5.01	ACCESSIBLE PARKING SIGN	10	EA	$325.00	0.00	4.00	4.00	3,250.00	1,300.00	1,300.00
5.02	ACCESSIBLE PARKING SIGN (W/VAN ACCESS.)	4	EA	$325.00	0.00	2.00	2.00	1,300.00	650.00	650.00
5.03	ACCESSIBLE PARKING MARKING	14	EA	$225.00	0.00	0.00	0.00	3,150.00	0.00	0.00
5.04	4" PAVEMENT MARKING	4,419	LF	$2.00	0.00	5480.00	5480.00	8,838.00	10,960.00	10,960.00
Sub-total								**$16,538.00**	**$12,910.00**	**$12,910.00**
6.00	**FORCE ACCOUNT**	1	LS	$25,000.00			73%	**10,570.00**		
6.01	Additional Sod (item 3.03)	1,443	SY	$10.00	0.00	1443.00	1443.00	14,430.00	14,430.00	14,430.00
6.02		0.00		$0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub-total								**$14,430.00**	**$14,430.00**	**$14,430.00**
CO1	**CHANGE ORDER #1**									
CO1.1	Trail / Sidewalk Removal & Conc. Replace Overrun	391.00		$74.00	0.00	391.00	391.00	28,934.00	28,934.00	28,934.00
Sub-total								**$28,934.00**	**$28,934.00**	**$28,934.00**

Total Work Completed This Period	$29,115.00
Retainage This Period	$0.00

Total Work Completed to Date	$643,483.62
Total Retainage	$0.00
Amount Due to Date	$643,483.62
Less Previous Payments	$614,368.62
Amount Due This Request	$29,115.00

Original contract Amount	$614,559.25
Total Change Orders to Date	$28,934.00
Revised Contract Amount	$643,493.25
Percent Complete	100%

7/12/19
O'Donnell And Sons Const. Date

7/11/19
Shawn Johnson Date
Senior Construction Inspector

7/16/19
David Ley, P.E. Date
Director of Public Works

Peggy J. Dunn Date
Mayor

CO#1 $28,934.00

$181.00

Net Pay $29,115.00

Contract # 18.014

Date Received: 7-12-19

Vendor: O'Donnell & Sons

Project Account #: 71025.120.800001

GL Account#:

Amount: $181.00

PO #: 3111.0000829 Partial ☐

Doc #: Complete ☒

Dept. Head Signature 7/16/19 Date

City Adm Signature Date

Contract # 18-014

Date Received: 7-12-19

Vendor: O'Donnell & Sons

Project Account #: 1111.0.44500.725000

GL Account#:

Amount: $28,934.00

PO #: 4500.0001016 Partial ☐

Doc #: Complete ☒

Dept. Head Signature Date

City Adm Signature 7/16/19 Date

CONTRACTOR PERFORMANCE EVALUATION

Project: 2018 Ironwoods Park Parking Lot Improvements Project # 71025

Contractor: O'Donnell & Sons Construction Co., Inc.

	Evaluation Date	12/12/18	4/24/19	7/11/19					Average Final Score	Final Comments
A	Completion of Construction within allotted time and budget	2	2	2	0	0	0	0	2.00	O'Donnell missed the original completion date of October 19, 2018
B	Consistency of work effort of the contractor or subs based on schedule	2	4	4	0	0	0	0	3.33	O'Donnell completed all surface asphalt prior to major seasonal activity.
C	Quality of work performed by contractor or subcontractor	5	5	5	0	0	0	0	5.00	
D	Damages and repairs of any damage to public or private property	5	4	4	0	0	0	0	4.33	
E	Traffic control in work zone under construction by contractor	3	5	5	0	0	0	0	4.33	
F	Ability of contractor or subcontractor to communicate and work with residents	5	5	5	0	0	0	0	5.00	
G	Coordination with Utility Companies	5	5	5	0	0	0	0	5.00	
H	Cooperation of the contractor or subcontractor with City Staff	5	5	5	0	0	0	0	5.00	Cooperation with City staff has been exemplary. Contractor has been very accomodating with Parks and Rec. schedule.
I	Maintenance of Construction Site During Construction	4	4	5	0	0	0	0	4.33	
J	Responsiveness to a direct request from the Public Works Director	5	5	5	0	0	0	0	5.00	
K	Fairness and appropriate use of requests for change orders during construction	5	5	5	0	0	0	0	5.00	No change orders to date, but substitutions and extra work has been added with more than fair agreements and accomodations.
L	Safety on the job-site during construction	5	5	5	0	0	0	0	5.00	
M	Final restoration and clean-up by contractor and subcontractor	5	4	4	0	0	0	0	4.33	Clean-up operations and final restorations have been progressing as work areas are finished and have been satisfactory.
N	Responsiveness to correction of "punch list" items	0	0	3	0	0	0	0	2.00	Took multiple calls to get punchlist items 100% complete.
O	Misc.	0	0	0	0	0	0	0	0.00	NA

* Each Category will be rated on a scale of 1 to 5 with 5 being the highest rating
* A score of 0 indicates not applicable for this review period
* The average score of all categories will be the final score
* Scores of 3 and above will be considered acceptable while scores less than 3 will be considered unsatisfactory

Final Project S 4.26

COMPLETING THE FORM

1 Record the number and nature of any valid complaints
2 List any instances of failure to meet the requirements of the contract performance evaluation.
3 Identify performance goals that have not been met during the reporting period.
4 Recommend actions to be taken by contractor to improve performance or correct deficiencies.
5 If evaluation shows acceptable performance, congratulate the contractor.

7/11/19

Shawn Johnson, Construction Inspector

Return to Agenda

LEAWOOD FIRE DEPARTMENT

Memorandum

7.I.

TO: **Peggy Dunn, Mayor**
City Councilmembers

CC: **Scott Lambers, City Administrator**

FROM: **Colin Fitzgerald, Deputy Chief**

DATE: **12 August 2019**

SUBJECT: **EMS - Zoll AEDs**

The Johnson County EMS system worked cooperatively to choose the next generation of EMS automated external defibrillators (AEDs) used for basic life support (BLS) EMS incidents. AEDs are utilized for a patient in cardiac arrest when a manual monitor / defrillator is not available. These machines are able to evaluate the cardiac rhythm and deliver an electrical shock when indicated, significantly improving the chance of resuscitation. Their importance cannot be overstated.

Johnson County conducted a bid process for AEDs and monitor/defibrillators, with the intent to find a vendor for all Johnson County agencies. The County selected Zoll as the successful bidder and negotiated a contract that has been signed and approved by the Johnson County Board of County Commissioners. The City is listed as an affiliate to the Johnson County agreement and therefore will receive the benefit of the County's bid pricing. This purchase would be pursuant to that agreement.

The quote for Six (6) Zoll AED 3's with associated equipment: **$16,425.00**.

This amount is budgeted for 2019 in the Fire Department Operations budget, line 11110.22530.713000 - Expendable Equipment.

Return to Agenda

LEAWOOD FIRE DEPARTMENT

Memorandum

7.J.

TO: **Peggy Dunn, Mayor**
City Councilmembers

CC: **Scott Lambers, City Administrator**

FROM: **Colin Fitzgerald, Deputy Chief**

DATE: **12 August 2019**

SUBJECT: **EMS - Zoll monitor / debrillators**

The Johnson County EMS system worked cooperatively to choose the next generation of EMS monitor / defibrillators used for both advanced life support (ALS) and basic life support (BLS) EMS incidents. Monitor / defibrillators are heavily utilized and see service on the vast majority of EMS calls (EMS = 68% of total calls for LFD in 2018). These are the machines that allow our personnel to perform diagnostic testing on blood pressure, pulse oximetry, end tidal carbon dioxide levels, cardiac rhythms, and of course deliver life saving defibrillation shocks and cardiac pacing. The machines also allow for wireless transmission of diagnostic findings to the hospital allowing for expedited activation of cardiac and specialized medical teams. Their importance cannot be overstated.

Johnson County conducted a bid process for AEDs and monitor/defibrillators, with the intent to find a vendor for all Johnson County agencies. The County selected Zoll as the successful bidder and negotiated a contract that has been signed and approved by the Johnson County Board of County Commissioners. The City is listed as an affiliate to the Johnson County agreement and therefore will receive the benefit of the County's bid pricing. This purchase would be pursuant to that agreement.

Five (5) Zoll X Series monitor / defibrillators with associated equipment, warranties, and service agreements: **$149,727.00**.

$100,000.00 of the purchase price is budgeted as a 2019 Capital Expense, Line 13010.22530.811000. The rest of the purchase price is coming from the $50,000 donation to the Fire Department from the Cocherl Family Foundation on December 4, 2018.

Mr. Cocherl was contacted by Chief Williams about using his donation for the new cardiac monitors and gave his approval.

Return to Agenda

Staff Review

7.K.

Fact Sheet

SUBJECT: **APPROVE THE PURCHASE OF CITY EQUIPMENT FOR VEHICLES FROM AMERICAN EQUIPMENT COMPANY**

August 12, 2019

DISCUSSION

The Public Works Department is requesting approval of the purchase of four (4) snow plows for our Ford F-250 pick-up trucks. Three (3) trucks were purchased earlier this year and Parks Department, Recreation Division, is allowing us to use one of their F-250 pick-up trucks for our cul-de-sac snow crew.

Quotes were received from American Equipment Company and from Anderson Ford of St. Joseph for Boss 8' plows. American Equipment was the low bidder at a price of $6,676.11 each.

Public Works would like approval to purchase:
Four (4) Boss DXT 8' steel snow plows
$6,676.11/each for a total cost of $26,704.44.

It is the recommendation of the Public Works Department that the Governing Body approves the purchase of the equipment for the vehicles from American Equipment Company for a total price of $26,704.44.

David Ley. P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Purchase of snow plows

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No ☐ Yes

OPERATIONAL IMPACT

COSTS & FUND SOURCES

$26,704.44

PW Capital Equipment Fund 13010.33200.812000
PW Units 406, 410 and 414 and Parks Maint Unit

City of Leawood
BID/PURCHASE TABULATION FORM

Per the City's purchasing policy, formal bids and proposals are required for goods and/or services greater than $1,000. For goods and services exceeding $15,000, formal City Council approval is required. On capital projects, bids between $5,000 - $15,000 can be approved by the City Administrator; bids between $15,000-$25,000 require City Council approval (informal process); bids above $25,000 must follow Charter Ordinance #32. Bids can consist of written, oral or catalog quotes.

Current Date: 8/2/2019 (mm/dd/yy)

Bid/Project Name: Quotes for Snow Plows

Bid Opening Date: No bid opening **Time:**

Bid Close Date: Quote Request Only **Time:**

CONTRACTOR/VENDOR	TOTAL BID	NOTES
American Equipment Co	$6,676.11	Equipment for 2019 Ford 250
		8' Boss DXT Steel Plow
Anderson Ford of St. Joseph LLC	$8,477.48	Equipment for 2019 Ford 250
		8' Boxx DXT Steel Plow

Recommended Vendor: American Equipment Company

Address: 3550 Harvester Road

Kansas City, KS 66115

Reason: ☑ ***Lowest Price*** ☐ ***Best Terms/Delivery*** ☐ ***Quality***

☐ ***Sole Source*** ☐ ***Other*** ***(specify)***

If total bid amount exceeds $15,000, enter the date of City Council Approval:

Employee Name/Title: Quotes requeted & received by Bill Billings, Superintendent of PW

Date: jas 08-02-2019

Comments:

8/2/2019
9:23 AM

American
EQUIPMENT CO.
3250 Harvester Road
Kansas City, Kansas 66115
(Phone) 913-342-1450 (Fax) 913-342-1377
sales@americanequipment.us

QUOTATION

DATE	Quotation #
7/23/2019	072319/3KY

NAME / ADDRESS
City of Leawood Attn: Accounts Payable 4800 Town Center Dr. Leawood, KS 66211

TO CONFIRM ORDER
Quote Accepted by _____ Date _____ P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK	KC,KS	913-339-6700 x 191	913-681-6907

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Equipment for 2019 Ford F250 Boss 8' 2" DXT Steel plow: - Dual trip (bottom & full trip) - 30" blade height (Inside) to 37 1/2" (outside) - 11 gauge steel moldboard - Base angle: 1/2" x 6" - (6) vertical, (2) diagonal reinforcing ribs - (4) trip springs for moldboard trip - (6) torsion springs for bottom trip - 1 1/2" x 10" angle Smartlock cylinders - (2) plow markers - SmartHitch 2 quick attaching system - SL-3 LED lights - SmartTouch hand held controller ALL OF THE ABOVE INSTALLED Options: - Stainless steel DXT plow in lieu of steel DXT (ADD $382.50) NOTE: The tripping base angles with curb guards & snow catcher are used as the cutting edge until worn down. At that time 2 cutting edges are bolted onto the base angles.		6,676.11	6,676.11

Quoted by Kent Yahne

Total $6,676.11

This quote is valid for 30 days. Applicable taxes not included.

Return to Agenda

The Leawood Arts Council and the
Art in Public Places Initiative

Parks & Recreation Department

7.L.

Memo

To: Mayor Peggy Dunn and City Council members

From: April Bishop, Cultural Arts Coordinator/Leawood Arts Council

CC: Scott Lambers, City Administrator

Date: 8/12/2019

Re: John King Art on Loan Agreement

John King Sculpture Art on Loan Agreement

The Governing Body accepted the recommendation from the Leawood Arts Council and Art in Public Places Initiative for a temporary (one-year) installation of a kinetic sculpture by artist John King titled "Sky Writing I" at the July 15th, 2019 meeting.

"Sky Writing I" is valued at $40,000.00. The contract amount for the one-year loan period is $2,500.00. This amount will be applied to the total price should the City choose to purchase the piece at a later date. The City will insure the piece for the full value during the loan period.

Attached is the agreement with the artist for the loan period. Please let me know if you have questions.

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT IN THE AMOUNT OF $2,500.00 BETWEEN THE CITY AND JOHN KING, ARTIST, FOR THE ART ON LOAN PIECE, SKYWRITING I

WHEREAS, the City desires to enter into an independent contractor agreement for a piece of art to be a part of the art on loan agreement entitled 'Skywriting I';

WHEREAS, the artist is John King; and

WHEREAS, the parties desire to execute an Art on Loan agreement pertaining to such piece.

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 Independent Contractor Agreement in the amount of $2,500.00 between the City and John King, 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 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and John King LLC "Artist", dated _____, 2019.

The Artist is a(n):

- __Individual
- __Sole proprietorship
- __Partnership
- X Corporation (SCorp)

The Artist is located at:

Address: 618 Apple Valley Rd.
City/State/ZIP: Lyons, Colorado, 80540
Business Telephone: 303 204-2662
Email: john1king2@msn.com

The Artist's Social Security number is on file with the City of Leawood.

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

Work to Be Performed
City desires that the Artist perform, and the Artist agrees to perform, the following work:

- Artist will install a work of art upon City Hall Property, as part of the Leawood Arts Council's Art in Public Places "Art on Loan Project." Artist will supply the piece and any necessary supplies needed for installation.

- The kinetic art piece titled "Sky Writing I" is made of painted steel, standing 14' high X 14' long X 14' wide and weighing approximately 350 pounds. "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 places that move the piece horizontally.

Term of Agreement
The art piece will be installed by and is considered to be "on loan" to the City of Leawood beginning October 1, 2019, for a period of one year. The City may terminate this agreement and demand removal of the piece upon 30 days written notice to the Artist.

Should a crane or forklift be needed for installation or removal, the City will reimburse the artist up to $1,500 for the cost of the equipment rental.

Artist holds all copyrights to their work. City agrees that it shall not offer photos or images of the piece for commercial sale without the written consent of the Artist. Artist acknowledges that the City may use pictures of the piece on its website and in its regular publications such as its budget book and Parks and Recreation Program Guide.

Terms of Payment
City shall pay Artist, the following amounts, according to the following terms and conditions:

- The City of Leawood shall pay Artist $2500 for the loan of the art, and for services as stated, within 30 days of completion of the installation of the piece and receipt of Artist's invoice.
- Should City decide to purchase "Sky Writing I" within the installation period of this agreement, any payments made will apply to the purchase price of $40,000.00. The City is hereby given the City the first right of refusal to purchase the piece during the loan period.

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

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

Responsibility for Workers' Compensation and other Insurance
The City will not obtain workers' compensation insurance covering the Artist or employees of the Artist. The Artist shall comply with the workers' compensation law concerning the Artist and the employees of the Artist. Artist shall also procure such insurance as is necessary to protect its interests.

The piece titled "Sky Writing I" is valued at $40,000.00 and the City will insure its interest to this amount.

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

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

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

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

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

Title to Works, Trademarks, and Inventions Produced.
The Artist has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

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

Reports
The Artist, when directed, shall provide written reports with respect to the services rendered hereunder.

City of Leawood:

By: _____
Peggy Dunn, Mayor

ATTEST:

_____
Debra Harper, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett
City Attorney

ARTIST

By: _____

Title: _____

Date: _____

Return to Agenda

7.M.

City of Leawood

Date: August 12, 2019

To: Mayor Dunn
Members of the City Council

cc: Scott Lambers, City Administrator

From: Nicholas Sanders, Director of Human Resources

Subject: Amendment to the Retirement Plan Services Agreement with Voya for the City's 401a and 457 plans.

Recommendation:
Staff recommends the approval and authorization of the Mayor to execute an Amendment to the Retirement Plan Services Agreement with Voya for the City's 401a and 457 plans.

Background:
Staff recently meet with Voya representatives for an annual plan review of the 401a and 457 plans. During the meeting, staff noted that the City had not received any notifications from Morningstar about our investment lineup; as part of our relationship with Voya, an investment monitoring service through Morningstar was added to review and make changes to the investment lineup based on Morningstar's metrics as well as Morningstar assuming a fiduciary responsibility.

Following the plan review, John O'Brien, Regional Vice President for Voya, discovered that there was an administrative error in the setup of the City's plans and the Morningstar service had not been enabled. Given the nature of the issue being out of the City's control and importance in maintaining and continuing their relationship and trust with the City and participants, Mr. O'Brien proposed a response that is beneficial for the City and participants that requires an update to the Retirement Plan Services Agreement:

- The Morningstar service was enabled immediately. If the Service had enabled properly, there would be no changes to the investment lineup.
- The investment lineup move to a higher class (e.g. American funds 2020 Target Date Retirement fund – Class R-2 => American funds 2020 Target Date Retirement fund – Class R-5). The 'class' change would provide a decrease in overall administrative expenses to 0.82% from the current 1.25%.

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THAT CERTAIN RETIREMENT PLAN SERVICES AGREEMENT, DATED AUGUST 1, 2017, BY AND BETWEEN THE CITY AND VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY [VRIAC] AND VOYA FINANCIAL PARTNERS, LLC, PERTAINING TO THE CITY'S 457 AND 401 PLANS

WHEREAS, the City and the Voya entities desire to amend their agreement dated August 1, 2017.

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 Amendment to the Agreement dated August 1, 2017, between the City and VRIAC and VOYA Financial Partners, LLC, 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 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

AMENDMENT TO THE
RETIREMENT PLAN SERVICES AGREEMENT

This First Amendment ("Amendment") to the Administrative Services Agreement dated as of August 1, 2017 (the "Agreement") is entered into as of this 1st day of October 2019, by and among **City of Leawood, Kansas** (the "Plan Sponsor"), the sponsor of the **City of Leawood, Kansas Deferred Compensation Plan** (the "457 Plan"), Voya Plan number 664171, the **City of Leawood, Kansas Supplemental Retirement Plan** (the "401 Plan") Voya Plan # 664172, **Voya Retirement Insurance and Annuity Company** ("VRIAC"), a corporation organized under the laws of the State of Connecticut, and **Voya Financial Partners, LLC**, a limited liability company organized under the laws of the State of Delaware (together with VRIAC, the "Company").

WHEREAS, the Plan Sponsor and the Company wishes to update the Contractor's Compensation under the Agreement; and

WHEREAS, pursuant to the Agreement, for an amendment to be effective, it must be written and agreed to by all the parties;

NOW THEREFORE, the parties hereby agree to modify the Agreement as follows: Section3. Compensation Subsection 3.01 section of the Agreement is hereby deleted in its entirety and replaced with the following:

1. Contractor's Compensation: The Contractor's services under the Agreement are rendered in connection with the Plan Sponsor's selection of certain investment products offered by or through the Contractor, including the Voya Fixed Plus Account III. The revenues paid to the Contractor from such investment products shall constitute one source of compensation for the services rendered under this Agreement. The Contractor's overall revenue requirement is 0.82% ("revenue required"). The Contractor will assess an annual Asset Based Fee of 0.60% on all variable assets, assuming the Contractor receives the remaining revenue required (0.22%) from the variable investment products offered by or through the Contractor. The Asset Based Fee will be assessed quarterly and calculated across all funds, excluding the stability of principal option. This fee is not assessed on assets held in the Self Directed Brokerage Account, if available. The fee will be deducted from the participant's money sources in the sequence elected by the Plan Sponsor for participant-initiated withdrawals in the Plan Specifications section of this Agreement. The Contractor reserves the right to revise the Asset Based Fee if plan characteristics change from what was originally assumed, or if the Contractor does not receive the revenue required from the investment products offered by or through the Contractor.

   Additional transactional fees and charges may apply for optional services such as loans, investment advisory services and Self Directed Brokerage Account.

Except as expressly provided for in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

VOYA FINANCIAL PARTNERS, LLC

By: Carol B Keen

Printed Name: Carol B Keen

Title: Vice President

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Carol B. Keen

Printed Name: Carol B. Keen

Title: Vice President

CITY OF LEAWOOD:

By: _____
Peggy Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett
City Attorney

Return to Agenda

Staff Review

7.N.

Fact Sheet

SUBJECT: **APPROVE SERVICE AGREEMENT WITH JM FAHEY CONSTRUCTION FOR THE MILL AND OVERLAY OF THE SOUTHBOUND LANES OF STATE LINE ROAD (CARONDOLET TO SOUTH OF COLLEGE BLVD)**

August 12, 2019

DISCUSSION

Attached is the resolution to approve a Service Agreement between the City of Leawood and JM Fahey Construction for the mill and overlay of the southbound lanes of State Line Road from Carondolet to south of College Blvd.

JM Fahey Construction is low bidder for KCMO's 2019 Mill and Overlay Program. Included in that program was the mill and overlay of State Line Road from Carondolet to south of College Blvd. However KCMO did not include language within their contract for Indemnifying Leawood, Statutory Bonds, etc. Staff discussed this with KCMO and it was determined that the City of Leawood should contract directly with JM Fahey for the portion of work within the City of Leawood limits. JM Fahey provided the same unit pricing for this contract as they did on the KMCO contract.

The work consists of milling, overlaying and restriping State Line Road between Carondolet to south of College Blvd. KCMO will pay for the northbound lanes and Leawood will pay for the southbound lanes. Public Works Maintenance staff is completing island curb repair on the southbound lanes. It is anticipated that JM Fahey will begin work before the end of August.

It is the recommendation of the Public Works Department that the City Council approves the service agreement with JM Fahey at a contract price of $123,267.30 and authorizes the Mayor to execute.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Service Agreement

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No

☐ Yes

OPERATIONAL IMPACT

COSTS

$123,267.30

FUND SOURCES

Leawood Project #72084

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF $123,267.30, BETWEEN THE CITY AND J. M. FAHEY CONSTRUCTION CO., PERTAINING TO THE STATE LINE ROAD MILL & OVERLAY PROJECT FOR SOUTHBOUND LANES FROM CARONDOLET TO SOUTH OF COLLEGE BOULEVARD [PROJECT # 72084] [KCMO PROJECT # 19-3]

WHEREAS, the City is in need of services pertaining to the Mill & Overlay of State Line Road;

WHEREAS, the City of Kansas City, Missouri is also doing construction on State Line Road and has competitively bid out the project and awarded the contract to J.M. Fahey Construction Co. [Fahey];

WHEREAS, Fahey has agreed to give the City the same pricing as it has given to Kansas City, Missouri.; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Service Agreement between the City and Fahey, in the amount of $123,267.30, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 2019, in Johnson County, Kansas, by and between the City of Leawood, Kansas ("City"), and **J. M. Fahey Construction Company** "Contractor"

SECTION 1 – CONTRACTOR'S DUTIES

Contractor shall provide the following services:

Contractor understands that time is of the essence in this work and shall submit such reports in a timely fashion and shall, at a minimum, abide by the following schedule:

Complete the mill & overlay, loop detectors and striping by October 15, 2019.

SECTION II – COMPENSATION

City shall pay Contractor on the basis and on the terms shown in Exhibit A attached hereto and incorporated herein by reference. City agrees to remit such payment to Contractor within 30 days of receipt of a Contractor's invoice.

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

SECTION III – TERM OF AGREEMENT

The term of this Agreement shall be for one year, commencing on the **13th day of August, 2019**, and shall be completed on or before **October 15, 2019**.

SECTION IV - CONTRACTOR'S DUTIES AND DOCUMENTS INCORPORATED

That the Contractor will furnish at its own cost and expense all labor, tools, equipment and materials required and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. Contractor shall construct and complete in good first-class and workmanlike manner the work as designated, described and required by the Plans, Specifications and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

Items 1-9

All in accordance with the Plans, Specifications and other specified contract documents on file, all of which the contract documents form the Contract and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

The Contractor shall cover and protect work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by the Contractor. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. The Contractor shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

SECTION V – HOURS OF WORK

No work shall be done between the hours of 9 P.M. and 7 A.M. nor on Sundays or legal holidays, without the written approval or permission of the City in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.

Night work may be established by the Contractor, as a regular procedure with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain at night adequate equipment for the proper prosecution and control of the work and all operations performed thereunder.

SECTION VI – EXTENSIONS OF TIME

The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages, because of any delays in the completion of the work due to causes beyond the control, and through no fault of negligence, of the Contractor. Should the Contractor be delayed in the final completion of the work by any act or delay of the Owner or by strikes, lockouts fires, or unusual delays by common carriers, or by any other cause or causes beyond the Contractor's control, then Contractor shall seek, by written request, an extension of time sufficient to compensate for such delay in the final completion of the work and such request shall not be unreasonably denied.

SECTION VII – INSURANCE

(a) General -

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance on an occurrence basis of the types and amounts as required herein. Contractor shall provide certificate(s) of insurance and renewals thereof naming the City as an additional insured as specifically required herein. The City shall be notified by direct notice from the Contractor not less than sixty (60) days prior to material modification or cancellation of any policy listed on the Certificate(s).

1. A.M. Best Company Rating of A-:VII required for acceptable Insurance Carriers.
2. The Insurance Company shall be authorized to do business in the State of Kansas.

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

Prior to the signing of this contract the Contractor shall advise the City in writing of any outstanding claim(s) which have or might substantially ($10,000 or more) reduce the aggregate limit of the Liability policies pertinent to the Contract.

The Contractor shall promptly notify the City, upon receipt of notice of any claim in connection with the Contract, or any other contract in which the contractor may be involved providing full details of the claim, including an estimate of the loss or liability.

The Contractor shall promptly notify the City of any reduction in limits (exceeding $10,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Contract.

(c) Insurance required-

The Contractor shall name the City as an additional insured in the amount of $500,000 for all claims determined to be subject to the Kansas Tort Claims Act. The Contractor shall name the City as an additional insured for all other claims in the following amounts:

(1) Commercial General Liability

COVERAGE	LIMITS
A) Bodily Injury & Property Damage Liability	$1,000,000 any one occurrence Products/Completed Operations and General Aggregate Limits

B) Personal and Advertising Injury Liability	$1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
C) Aggregate Limits of Liability	$2,000,000 Products/Completed Operations Aggregate
	$2,000,000 General Aggregate (other than Products Completed Operations)

(2) Automobile Liability-

The policy must pay all sums the Contractor must legally pay as damages because of Bodily injury or Property Damage claims arising from the ownership, maintenance or use of all owned, hired and/or non-owned vehicles.

A) Liability	$1,000,000
B) Uninsured Motorist Coverage	$1,000,000

(3) Umbrella or Excess Liability

Liability	$2,000,000

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

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

A) Liability	Statutory
B) Employers Liability	
Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

(d) Subcontractor's Insurance-

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

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

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

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

SECTION VIII - BONDS

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

Upon completion and acceptance of the work, the Contractor shall furnish the City of Leawood a 2-year Maintenance Bond, which shall remain in full force and effect for a period of two years, commencing on the date of final acceptance of the project, such date to be established by the City of Leawood.

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

SECTION IX – INDEMNITY

For purposes of this contract, and without in any way limiting indemnification obligations that may set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its employees, agents, subcontractors and suppliers.

The Contractor shall indemnify, defend, and save harmless the Owner and the Architect/Engineer against all damages or alleged damages to public or private property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of he Contractor's operations in connection with this Contract.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

SECTION X – TESTING, REJECTION AND PLACING COMPLETED WORK IN SERVICE

Before final acceptance, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed work required shall be made in the presence of an authorized owner representative. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof, or of such inspection, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected or corrected.

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the City ordering such removal, the rejected material or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due to the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a period of two (2) years thereafter.

SECTION XI - DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Owner shall have the right to determine what is or is not trash or waste materials. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which the Contractor has occupied and shall leave them in first-class condition.

SECTION XII - DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of two (2) years, or longer, if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or the Contractor's agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid

repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; provided however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

SECTION XIII – LAWS AND REGULATIONS

The Contractor shall keep itself fully informed of all existing and current regulations of the Owner, and County, State and National Laws which in any way limit or control the actions or operation of those engaged upon the work, or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of its employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious disease and the spread of same.

SECTION XIV – TERMINATION

City may terminate this Agreement for its convenience upon seven (7) days written notice to Contractor. Contractor may not terminate the Agreement without completing any project delivered to it prior to said notice of termination. Upon termination, Contractor shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Contractor, pay Contractor for sums for work incurred prior to the date of termination.

SECTION XV - CLEAN-UP

The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners.

SECTION XVI – ASSIGNMENT

The parties hereto agree that neither shall assign, sublet, delegate or transfer their interest or duties in this Agreement without the written consent of the other party and further agree that this Agreement binds the parties, and their heirs and successors.

SECTION XVII – PRIOR STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior written or verbal statements of any representative of the parties hereto and

such statements form no part of this Agreement. The parties acknowledge that this Agreement may not be amended or modified except in writing signed by both parties hereto.

SECTION XVIII – INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and as such is not an employee of City. Contractor is responsible for any and all federal, state and local taxes.

SECTION XIX – EQUAL OPPORTUNITY

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

SECTION XX - PROCESS AGENT CERTIFICATION

If the Contractor to whom the Contract is awarded is not a resident firm of Johnson County, Kansas, the Contractor shall appoint in writing, as such person's agent, a resident of Kansas, except, no appointment under this section is required if the person is a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas. The appointment required by the paragraph shall be filed with the Kansas Secretary of State as provided in K.S.A. 60-306 and amendments thereto. These appointments are pursuant to K.S.A. Sec. 16-113, and shall be filed prior to the formal execution of the Contract Documents, failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

SECTION XXI – TIME IS OF THE ESSENCE

The Contractor will commence work on a date to be specified in a written order form from the Owner, and will complete all work covered by this contract. The project must be complete, including pavement striping, by **October 15, 2019.** The project may start **August 19, 2019**, environmental conditions permitting. Contractor agrees to complete all work on or before **October 15, 2019**. Contractor agrees that damages due to delay will be difficult to determine and will include hours of staff time.

SECTION XXII – APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City of Leawood:

By:_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett
City Attorney

Contractor:

J. M. Fahey Construction Company

Print Name: _____

By: _____

Date: _____

Address: _____

_____

Email: _____

MAINTENANCE BOND

Bond No. _____

MAINTENANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ , as Principal and _____, as Surety, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, are held and firmly bound unto The City of Leawood, Kansas of the Johnson County, Kansas, ["Owner"], in the full and just sum of _____ Dollars ($ _____) for the payment of which, well and truly to be made, we, and each of us, hereby bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas upon completion of a contract for the mill and overlay of State Line Road from Carondolet to south of College Boulevard, and acceptance by the City of Leawood, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof, Principal has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of two (2) years beginning on the date the City so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Contract Documents including all documents incorporated therein, as entered into by Principal, and such work is completed to the satisfaction of the City of Leawood Kansas, and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of two [2] years from and after the completion and acceptance by Owner's Governing Body, and if said improvement shall actually endure without the need of repairs or maintenance for the period of two [2] years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

If the improvement requires repairs or maintenance within such two [2] year period then this obligation shall remain in full force and effect and Principal and the Surety shall be responsible for the prompt payment of full and just sum stated above to the Owner for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

Signed, sealed and delivered the day and year first above written.

_____
[Contractor/Principal]

[SEAL]

_____
[Title]

ATTEST:

_____
[Secretary]

_____
[Surety Company]

_____
Address

[SEAL]

_____
City, State, Zip

_____
Phone No.

_____
Facsimile No. (if available)

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.)

PERFORMANCE BOND

Bond No. _____

CITY OF LEAWOOD, KANSAS

PERFORMANCE BOND

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20__, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the mill and overlay of State Line Road from Carondolet to south of College Boulevard designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

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

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

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

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

_____
Contractor/Principal

[SEAL]

_____
Title

ATTEST:

_____

Secretary

_____
SURETY COMPANY

[SEAL]

_____
Address

_____
City, State, Zip

_____
Phone No.

_____
Facsimile No. (if available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

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

STATUTORY BOND

Bond No. _____

STATUTORY BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we _____ as Contractor, and _____ with General Offices in the City of _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety are held and firmly bound unto the STATE OF KANSAS, in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____ , 20_____ , entered into contract with the City of _____ , Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the Contract, all in accordance with specifications and other contract documents on file in the office of the City Clerk of _____ , Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void after the statutory claim period following completion of the improvement has expired; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications or the contract price. The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set hand, and the said Surety has caused these present to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____ , 200_____.

_____
Contractor/Principal

[SEAL]

_____
Title

ATTEST:

_____
Secretary

_____
Surety Company

_____
Address

(SEAL)

_____
City, State, Zip

_____
Phone No.

_____
Facsimile No. (if available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

EXHIBIT A

Return to Agenda

Staff Review

7.0.

Fact Sheet

SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 1 TO ENGINEERING SERVICES AGREEMENT WITH OLSSON ENGINEERING FOR WORK ON PATRICIAN WOODS STORMWATER PROJECT
August 12, 2019

DISCUSSION

The Public Works Department is requesting the approval of Amendment No. 1 to an Engineering Services Agreement with Olsson Engineering Company, Inc. for work on Patrician Woods Stormwater Improvement Project in the amount of $15,000.

Amendment No. 1 is for additional design services required to remove one of the properties from the condemnation lawsuit. The limits of the project were pulled back to not include Aimtree Manor Homes Association land as they were unwilling to sign a stormwater easement.

The original contract with Olsson Engineering Company, was approved March 7, 2016, at a cost of $198,450.00. With Amendment No. 1, the contract will be revised to $213,450.00.

It is the recommendation of the Public Works Department the City Council approves Amendment No. 1 to the contract with Olsson Engineering Company in the amount of $15,000.00 and authorizes the Mayor to sign same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution & Amendment to Contract

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

$15,000.00

FUND SOURCES

Leawood Project 77018
Johnson County SMAC TM-04-006

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THAT CERTAIN AGREEMENT DATED MARCH 7, 2016, BETWEEN THE CITY AND OLSSON ASSOCIATES, IN AN ADDITIONAL AMOUNT OF $15,000.00, FOR THE PATRICIAN WOODS STORMWATER IMPROVEMENT PROJECT, LOCATED AT 127TH AND ROE AVENUE [SMAC PROJECT TM-04-006] [LEAWOOD PROJECT # 77018]

WHEREAS, the City and Olsson Associates entered into an Agreement on March 7, 2016; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute Amendment No. 1 to the Agreement between the City and Olsson Associates dated March 7, 2016, for an additional amount of $15,000.00, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

AMENDMENT NO 1

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

ARTICLE 1 - APPLICATION
This Amendment amends the Engineering Services Agreement for the **Patrician Woods Stormwater Improvements (127th Street & Roe Avenue) Project, (TM-04-006) dated March 7, 2016** and any work orders, work authorizations, purchase orders or documents of similar effect issued thereunder, between City and Consulting Engineer (the "Agreement").

ARTICLE 2 – AMENDMENT

The Agreement is hereby amended by adding the following Additional Services:

DESCRIPTION OF ADDITIONAL SERVICES
Revisions to the final plans as requested by the City to terminate the proposed RCB at the westernmost limits of the Aimtree Manor Homes Association property within the existing easement limits
The Agreement is further amended to add the fixed, lump sum fee to be paid to the Consulting Engineer of **$15,000.00** for these Additional Services.

ARTICLE 3 – EFFECT

The effective date of this Amendment is **August 12, 2019**. All other provisions of the Agreement, to the extent not inconsistent with this Amendment, remain in full force and effect. Any work performed prior to the effective date shall be treated as if performed under this Amendment.

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of _____, 20___ .

CITY OF LEAWOOD, KANSAS

By: _____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Olsson Associates

By: _____

Address: _____

_____

Phone: _____

Email: _____

OLSSON BILLING RATE SCHEDULE

2019 LABOR RATES

Description	Range
Principal	109 - 381
Project Manager	103 - 189
Project Professional	94 - 168
Assistant Professional	47 - 143
Designer	84 - 178
CAD Operator	32 - 116
Survey	43 - 171
Construction Services	40 - 189
Administrative/Clerical	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey, Field Operations (Special Inspection, Construction Observation, Geotechnical), Non-Destructive Testing, Drilling, etc.) and they will provide their Special Services Labor Rate Schedule for you to include with your Agreement.

February 11, 2019

Mr. Brian Scovill, PE
Public Works Department
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

RE: Patrician Woods Stormwater Improvements (127th Street and Roe Avenue) TM-04-006

Dear Brian:

Please accept this letter as a request to revise the not-to-exceed amount in the original agreement dated March 7, 2016 for the above project. The scope of services under the agreement shall be amended to include revisions to the final plans as requested by the city. Olsson will revise the final plans to terminate the proposed RCB at westernmost limits of the Aimtree Manor Homes Association property, within the existing easement limits.

The table below summarizes the proposed change to the contract not-to-exceed amounts:

Contract Summary

Original Contract	Previous Change Orders	This Change Order	Revised Total Contract	% Change
$198,450	$0.00	$15,000	$213,450	7.56%

If you have any questions or comments about this information, please call me at your convenience.

Thank you,
Olsson Associates

Brent Johnson, PE
Project Manager

7301 W. 133rd Street / Suite 200 / Overland Park, KS 66213
O 913.381.1170 / F 913.381.1174 / olsson.com

Return to Agenda

Staff Review

7.P.

Fact Sheet

SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 3 TO ENGINEERING SERVICES AGREEMENT WITH MCCLURE ENGINEERING FOR WORK ON LEAWOOD SOUTH STORMWATER PROJECT

August 2, 2019

DISCUSSION

The Public Works Department is requesting the approval of Amendment No. 3 to an Engineering Services Agreement with McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc. for work on Leawood South Stormwater Improvement Project in the amount of $38,170.00.

Amendment No. 3 is for appraisal services and easement staking required for the acquisition of permanent and temporary easements on approximately 26 tracts.

The original contract with McClure Engineering Company, (formerly Shafer Kline & Warren, Inc.) was approved April 3, 2017, at a cost of $342,930.00. Amendment No. 1 was approved May 7, 2018, for additional surveying and design and Amendment No. 2 was approved July 1, 2019, for additional sanitary sewer design. These amendments revised the total contract value to $430,590.00. With Amendment No. 3, the contract value will be revised to $468,760.00.

It is the recommendation of the Public Works Department the City Council approves Amendment No. 3 to the contract with McClure Engineering Company in the amount of $38,170.00 and authorizes the Mayor to sign same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution & Amendment to Contract

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No

☐ Yes

OPERATIONAL IMPACT

COSTS

$38,170.00

FUND SOURCES

Leawood Project 80255
Johnson County SMAC TM-04-008

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 3 TO A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND MCCLURE ENGINEERING COMPANY, F/K/A SHAFER, KLINE & WARREN, INC., IN THE AMOUNT OF $38,170.00, PERTAINING TO THE LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT [SMAC PROJECT, TM-04-008] [PROJECT #80255]

WHEREAS, the City entered into an Agreement with Shafer, Kline & Warren, Inc. on April 3, 2017 and amended such Agreement on May 7, 2018, and on July 1, 2019;

WHEREAS, the parties desire to further amend the Agreement to provide for additional services;

WHEREAS, Shafer, Kline & Warren, Inc., is now known as McClure Engineering Company; and

WHEREAS, the parties desire to execute Amendment No. 3 to the Professional Service 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 Amendment No. 3 to the Professional Service Agreement between the City and McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc. in the amount of $38,170.00, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

AMENDMENT NO 3

THIS AMENDMENT ("Amendment") is agreed to by and between the City of Leawood, Kansas ("City") and **McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc.** ("Consulting Engineer").

ARTICLE 1 - APPLICATION

This Amendment amends the Engineering Services Agreement for the **Leawood South Stormwater Project #80255 (TM-04-008), dated April 3rd, 2017**, as amended on May 7, 2018 and July 1st, 2019 and any work orders, work authorizations, purchase orders or documents of similar effect issued thereunder, between City and Consulting Engineer (the "Agreement").

ARTICLE 2 – AMENDMENT

The Agreement is hereby amended by adding the following Additional Services:

DESCRIPTION OF ADDITIONAL SERVICES

For the appraisal, staking and other incidental work associated with the acquisition of easements on up to 26 tracts of land. "Exhibit A".

The Agreement is further amended to add the fixed, lump sum fee to be paid to the Consulting Engineer of **$38,170.00** for these Additional Services.

ARTICLE 3 – EFFECT

The effective date of this Amendment is **August 12, 2019**. All other provisions of the Agreement, to the extent not inconsistent with this Amendment, remain in full force and effect. Any work performed prior to the effective date shall be treated as if performed under this Amendment.

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of_____, 20___ .

CITY OF LEAWOOD, KANSAS

By: _____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

McClure Engineering Company

By: Paul A. Parks Jr.

Address: 11250 Corporate Avenue

Lenexa, Kansas 66219

Phone: 913-307-2529

Email: pparks@mecresults.com

Supplemetal Scope and Fees

Task Description	Cost	
Mailing for appraisal notification (26)	$1,750.00	26 letters + time, materials & postage
Easement Staking	$3,200.00	Quote from Survey
Appraisals (*Valbridge) 26 tracts @ $1,230.00	$32,000.00	Quote from Valbridge
Appraisal coordination/management	$1,220.00	8 hours at Kait's Rate ($110) and 2 hours at Paul's Rate ($170)
Total:	**$38,170.00**	

* Valbridge scope includes before and after appraisal reports for the proposed easement acquisitions for each of the individual tracts.

Return to Agenda

Staff Review

7.Q.

Fact Sheet

SUBJECT: **APPROVE RESOLUTION AND CONSTRUCTION AGREEMENT WITH MILES EXCAVATING, INC. 143RD STREET IMPROVEMENTS, WINDSOR TO OVERBROOK**

August 12, 2019

DISCUSSION

Attached, is the resolution to approve a Construction Agreement between the City of Leawood and Miles Excavating, Inc. for the construction of the 143rd Street Improvement Project Windsor to Overbrook.

The City opened bids on June 27, 2019, receiving 5 bids. The low bid was from Miles Excavating Inc. at a price of $8,379,045.77. The second low bid was from Clarkson Construction Company at a price of $8,887,396.79. Miles Excavating performed the first phase of our 143rd improvements from Nall to Windsor and the City was pleased with their work.

The State will provide funding on this project in the amount of 2.52 million dollars. The State has reviewed the bid documents and has given the City the Authority to Award the contract to Miles Excavating.

The 143rd Street Project involves widening a 2 lane ditched road to a 4 lane curb & gutter roadway with bike lanes, sidewalks, street lights and traffic signals. Kenneth Road from 143rd St to 145th St will also be improved with this project.

It is the recommendation of the Public Works Department that the City Council approves the contract with Miles Excavating Inc. at a contract price of $8,379,045.77 and authorizes the Mayor to execute.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Construction Agreement

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

$8,379,045.77

FUND SOURCES

Leawood Project No. 80129
KDOT Project No. 46 N-0656-01

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF $8,379,045.77, BETWEEN THE CITY AND MILES EXCAVATING, INC., PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR TO OVERBROOK [KDOT PROJECT # 46 N-0656-01] [PROJECT #80129]

WHEREAS, the City is in need of construction services regarding the 143rd Street Improvement Project;

WHEREAS, Miles Excavating, Inc. provides such services; and

WHEREAS, the parties desire to enter into a Construction Agreement regarding such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Construction Agreement between the City and Miles Excavating, Inc., in the amount of $8,379,045.77, 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 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

AUTHORITY TO AWARD CONTRACT
COMMITMENT OF FEDERAL/STATE FUNDS
July 1, 2019

Project No. 46 N-0656-01 (143rd St from Windsor to Overbrook)

WHEREAS bids were received at the City of Leawood, Kansas on June 27, 2019 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and low bid or bids on work covered on this project were:

CONTRACTOR	ADDRESS	TYPE OF WORK	AMOUNT
Miles Excavating, Inc.	PO Box 458 Basehor, KS 66007	Street Improvement	$8,379,045.77

WHEREAS bids are considered satisfactory and have been recommended by the Director of Public Works of the City of Leawood, KS for consideration and acceptance of the work on this project as covered by such bid or bids.

The Secretary of Transportation of the State of Kansas and the City of Leawood agree to fund the cost of construction in accordance with the State/City Agreement No. 76-18.

Recommended for Approval:

David Ley, PE
Director of Public Works

7/5/19
Date

Burt Morey, PE
Deputy Secretary and
State Transportation Engineer

7-22-19
Date

Bid Tab For: 2019 143rd Street Improvements, Windsor to Overbrook					
BID OPENING DATE: June 27, 2019	TIME: 10:00	Held in Room:			COUNCIL CHAMBERS
CITY OF LEAWOOD KANSAS					
BID TABULATION					
4800 Town Center Drive					
Leawood, Kansas 66211					
(913) 339-6700					
(913) 339-9374 fax (913)339-6225 TDD					
CONTRACTOR	BID BOND	ADDENDUM 1 ACKNOWLEDGED	ADDENDUM 2 ACKNOWLEDGED	ADDENDUM 3 ACKNOWLEDGED	TOTAL BID AS READ
Miles Excavating	YES	YES	YES	YES	$8,379,045.77
Clarkson Construction Company	YES	YES	YES	YES	$8,887,396.79
Emery Sapp & Sons	YES	YES	YES	YES	$8,910,109.75
Hamm	YES	YES	YES	YES	$10,482,117.12
J.M. Fahey	YES	YES	YES	NO	**Not read**; due to addendum #3 not submitted
Engineer's Estimate:	-------				$9,350,150.00
(Burns & McDonnell)					

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

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

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

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

Return to Agenda

Staff Review

Fact Sheet

7.R.

SUBJECT: **APPROVE RESOLUTION AND CONSTRUCTION AGREEMENT WITH G-B CONSTRUCTION, LLC RESIDENTIAL STREET RECONSTRUCTION PROGRAM, PHASE 2**

August 12, 2019

DISCUSSION

Attached, is the resolution to approve a Construction Agreement between the City of Leawood and G-B Construction, LLC pertaining to the Residential Street Reconstruction Program, Phase 2.

The City opened bids on July 18, 2019, receiving three (3) bids. The low bid was from G-B Construction LLC at a price of $1,147,772.10. The second low bid was from Linaweaver Construction at a price of $1,235,816.50. G-B has not contracted with Leawood before, however has performed well for the City of Louisburg, Kansas and has also worked in the City of Olathe and Overland Park.

The work consists of pavement removal, curb removal, subgrade preparation, curb replacement, paving, storm sewer modifications and installation, entry drive installation, sodding, irrigation modifications, street light removal and replacement, coordination for Water One and Kansas Gas service line relocations and other construction.

The streets included on this project are Wenonga Road, between 93rd and 95th, Manor Road, 92nd to 93rd Streets, and the 2600-2900 block of West 92nd Street (map attached). Plans are for the work to be complete by December 1, 2019.

It is the recommendation of the Public Works Department that the City Council approves the contract with G-B Construction LLC at a contract price of $1,147,772.10 and authorizes the Mayor to execute.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Construction Agreement

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

$1,147,772.10

FUND SOURCES

Leawood Project #80219

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF $1,147,772.10, BETWEEN THE CITY AND G-B CONSTRUCTION, LLC, PERTAINING TO THE 2019 RESIDENTIAL STREET RECONSTRUCTION PROGRAM, PHASE II [PROJECT # 80219]

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

WHEREAS, G-B Construction, LLC, provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Construction Agreement between the City and G-B Construction, LLC, in the amount of $1,147,772.10, 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 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Bid Tab For: 2019 Residential Street Reconstrction Program, Phase 2

BID OPENING DATE: July 18, 2019 **TIME: 10:00 AM** **Held in Room:** COUNCIL CHAMBERS

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

CONTRACTOR	BID BOND	ADDENDUM # ONE	TOTAL BID
G-B Construction, LLC	YES	YES	$1,147,772.10
Linaweaver Construction Inc.	YES	YES	$1,235,816.50
J.M. Fahey Construction Co.	YES	YES	$1,425,473.00
Engineer's Estimate:	------	YES	$1,148,722.00
(Continental)			

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

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

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

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

1-800-344-7233

CITY OF LEAWOOD

2019 RESIDENTIAL STREET RECONSTRUCTION PROGRAM

PHASE II

JOHNSON COUNTY, KANSAS

PROJECT #80219

INDEX OF SHEETS

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3	SURVEY CONTROL
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59-62	STREET LIGHT DETAILS

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

APPROVALS

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

BRETT HAUGLAND, P.E., L.A. KANSAS PE #14353
PROJECT ENGINEER
CONTINENTAL CONSULTING ENGINEERS

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

BRIAN SCOVILL
CITY ENGINEER
CITY OF LEAWOOD, KANSAS

DATE APPROVED

PROJECT STANDARDS:

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

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

UTILITY CONTACTS:

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

CITY OF LEAWOOD (STREET LIGHTS)..913-339-6700 EXT. 136
WATER DISTRICT NO. 1 OF JOHNSON COUNTY..913-895-1606
US TELECOM (FIBER OPTICS CABLE)..1-800-921-0579
AT&T CABLE HAZARD CENTER..1-800-252-1133
US SPRINT..1-800-521-0579
TIME WARNER CABLE..913-451-5858
KANSAS CITY POWER & LIGHT COMPANY..913-894-8067
KPL GAS SERVICE COMPANY..913-599-8659
SOUTHWESTERN BELL TELEPHONE COMPANY..913-343-4639
JOHNSON COUNTY WASTEWATER DISTRICT..913-661-3200

REVISIONS:

NO.	DATE	DESCRIPTION
1	–	–
2	–	–
3	–	–

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

DATE
5/23/2019

City of Leawood

SINCE 1978 Continental CONSULTING ENGINEERS, INC.

9000 STATE LINE ROAD
LEAWOOD, KANSAS 66206
TEL (913) 642-2642
FAX (913) 642-6641
www.ccengineers.com

Jan 10, 2019 - 11:28am - USER 604
C:\Civil 3D Projects\...\2019 Street Mods - PHASE II\...\COVER.dwg

Return to Agenda

Staff Review

Fact Sheet

7.S.

SUBJECT: **APPROVE AMENDMENT NO. 3 TO PROFESSIONAL ENGINEERING AGREEMENT FOR INSPECTION OF 143RD STREET IMPROVEMENTS WINDSOR TO OVERBROOK ROAD**

August 12, 2019

DISCUSSION

Attached is Amendment No. 3 with Burns & McDonnell in the amount of $654,855.82 for construction inspection engineering services on 143rd Street between Nall and Windsor. The increase in cost is for inspection services during the construction of the 143rd Street Improvement Project.

The original engineering agreement was approved April 18, 2016 and amended in February 19, 2018, and August 20, 2018 resulting in an amount of $991,714.00. With this increase for inspection services, the revised contract with Burns & McDonnell will be $1,646,569.82.

It is the recommendation of the Public Works Department that the City Council approves Amendment No. 3 with Burns & McDonnell in the amount of $654,855.82 and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Amendment No. 3

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No

☐ Yes

OPERATIONAL IMPACT

COSTS

$654,855.82

FUND SOURCES

Leawood Project #80129
KDOT Project #46-N-0656-01

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 3 TO THAT CERTAIN PROFESSIONAL ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY AND BURNS & MCDONNELL ENGINEERING COMPANY, INC., DATED APRIL 18, 2016, AS AMENDED, WITH THE TOTAL AMOUNT OF THE AGREEMENT, AS AMENDED, TO NOT EXCEED $1,646,569.82, PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT FROM WINDSOR TO OVERBROOK ROAD [PROJECT # 80129]

WHEREAS, the City and Burns & McDonnell Engineering Company, Inc. entered into a Professional Engineering Service Agreement April 18, 2016, as amended on February 19, 2018 and August 20, 2018; and

WHEREAS, the parties desire to execute a third amendment to such Professional Engineering Service Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a third amendment to the Professional Engineering Service Agreement between the City and Burns & McDonnell Engineering Company, Inc., dated April 18, 2016, as amended, with the total amount of the Agreement, as amended, to be an amount not to exceed $1,646,569.82, 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 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

BURNS McDONNELL

AMENDMENT 3 TO ENGINEERING SERVICES AGREEMENT
ENGINEER-OWNER AGREEMENT

AMENDMENT No. 3 **Date:** _____

THIS AMENDMENT modifies the Engineering Services Agreement [the "Agreement"] dated April 18, 2016 and amended February 19, 2018 and August 20, 2018 made by and between **Burns & McDonnell Engineering Company, Inc.,** (hereinafter called ENGINEER), and City of Leawood, Kansas (hereinafter called OWNER) for the following Project: 143rd Street Improvements Windsor, East Through Kenneth Road. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The Parties agree that Schedule "A" Scope of services shall be amended to include:

   Task 3: incorporate construction plan sheets provided by WaterOne of Johnson County into the construction street plan set for the waterline relocation. The fixed amount shall increase by $1,600 One Thousand Six Hundred Dollars no/100.

   Task 4: Incorporation of waterline specifications provided by WaterOne of Johnson County into the specifications for the road improvement project. The fixed amount shall increase by $3,200 Three Thousand Two Hundred Dollars no/100.

   Task 7- Construction Period Services: Providve construction observation and material testing, see Attachement 1 .

1.1. *COMPENSATION is adjusted as follows by Engineer's Estimated fee requested and incorporated herein:*

   The fixed amount to be paid by the Owner to the Engineer's is increased by $618,229 to $1,404,887, One Million Four Hundred and Four Thousand Eight Hundred Eighty Seven & NO/100.
   Additional fee: Task 3 and Task 4 - $4,800
   Task 7 - $613,429

   The sum total of the reimburseable costs and unit price items is incresed by $36,626.82 to $241,682.82, Two Hundred Fourty One Thousand Six Hundred Eighty Two & 82/100.
   Reduction of design reimbursables - $55,246.48
   Additional fee: Task 7 - $91,873.30

   The total maximum compensation for fixed amount, reimburseable expenses and additional items is revised from $991,714 Nine Hundred Ninety One Thousand Seven Hundred Fourteen Dollars no/100 to $1,646,569.82 One Million Six Hundred Fourty Six Thousand Five Hundred Sixty Nine Dollars 82/100.

   The schedule of Engineer's Construction Period Services is as follows:

Initial Resident Observation Services	*August 19, 2019*
Complete Project Construction Contract	*November 29, 2020*
Project Closeout	*January 31, 2021*

2. Other changes to the Agreement, if any, are stated below:
   None.

3. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement and its amendments will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

OWNER: City of Leawood, Kansas	**ENGINEER: Burns & McDonnell Engineering Company, Inc.**
By: _____	By: _____
Name: Peggy J. Dunn	Name: Michael S. DeBacker
Title: Mayor	Title: General Manager

ATTEST: _____

Name: Debra Harper, CMC, City Clerk

APPROVED AS TO FORM: _____

Name: Patricia A. Bennett, City Attorney

ATTACHMENT 1
Scope of Construction Period Services to Be Provided By the Consulting Engineer
143rd Street (to Windsor to Overbrook)

The Consulting Engineer agrees to perform the Construction Period Services under Task 7 described as follows:

7030 Meetings and Conferences: Attend bi-weekly progress meetings, job conferences and other meetings as requested by the City.

7040 Resident Construction Observation: Assign a KDOT Certified Inspector to the project to observe the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. The Consulting Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The Consulting Engineer's efforts will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but the Consulting Engineer shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. On the basis of on-site observations, the Consulting Engineer shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Period of services for Resident Construction Observation Services:

7050 Materials Testing Services:

7051 Perform testing and inspection services in accordance with the City of Leawood Procedures Manual as supplemented by the current KDOT standard practices and procedures for LPA Construction Services.

7052 Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the City.

7053 Provide on-site testing for acceptance of materials. Lab testing for acceptance will be by a subconsultant and included as a reimbursable expense. Off-site testing for material certification will be provided by the Contractor.

7060 Communications: Transmit orders from the City to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

7070 Project Documentation

7071 Make certain that required test reports or certificates of compliance for materials tested off the Project site have been received.

7072 Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.

7073 Submit weekly progress reports to the City along with the Contractor Pay Estimate.

7074 Provide measurement and computation of pay items.

7075 Prepare or review and submit intermediate and final reports as may be required which may include:

a. Progress Reports
b. Change Orders
c. Explanation of quantity variation
d. Contractor Pay Estimates for partial and final payment
e. Report of field inspection of material
f. Other records and reports as required by the Project

7080 Project Closeout Activities:

7081 Conduct inspections as phases of the Project are completed to determine if that phase is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents. Provide "punch list" items to be corrected or completed after each inspection.

7082 Deliver to the City copies of field books and other field records upon completion or termination of the Agreement.

7083 Prepare and submit a certification of Project completion.

7084 Prepare Conforming to Construction Records Drawings from plan redlines maintained by the Contractor.

7090 City Responsibilities

a. Wage rate interviews
b. DBE payroll certifications
c. Certified monthly payroll

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: August 12, 2019
REPORT WRITTEN: July 29, 2019

PARK PLACE – ALOFT HOTEL – VERIZON WIRELESS – REQUEST FOR APPROVAL OF AN ELIGIBLE FACILITIES REQUEST FOR ADDITIONAL ANTENNAS AND ASSOCIATED EQUIPMENT – Located north of 117th Street and east of Nall Avenue – Case 73-19

STAFF RECOMMENDATION:

Staff reviewed the application for Case 73-19, Park Place, Aloft Hotel – Verizon Wireless – Request for approval of an eligible facilities request for the addition of wireless antennas and associated equipment, and has determined that it meets the requirements for 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 to replace antennas. Staff recommends the Governing Body approve Case 73-19, Park Place – Aloft Hotel – Verizon Wireless.

APPLICANT:

- The applicant is Emily Roseberry with SSC, Inc.
- The property is owned by KBSIII Park Place Village, LLC.
- The engineer is SSC, Inc.

REQUEST:

- The applicant is requesting approval of an Eligible Facilities Request to add three 5G Ericsson Air 5331 antennas and associated equipment to the rooftop of the Aloft Hotel in the location of the existing antennas.
- The equipment shall comply with and be maintained in accordance with all related federal guidelines and the requirements of the Leawood Development Ordinance pertaining to the required concealment elements. The proposed antennas will be wrapped in RF transparent material matching the existing screen wall, creating a seamless appearance
- The application is eligible and meets the criteria for 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012.

ZONING:

- The property is currently zoned MXD (Mixed Use District).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Mixed Use.

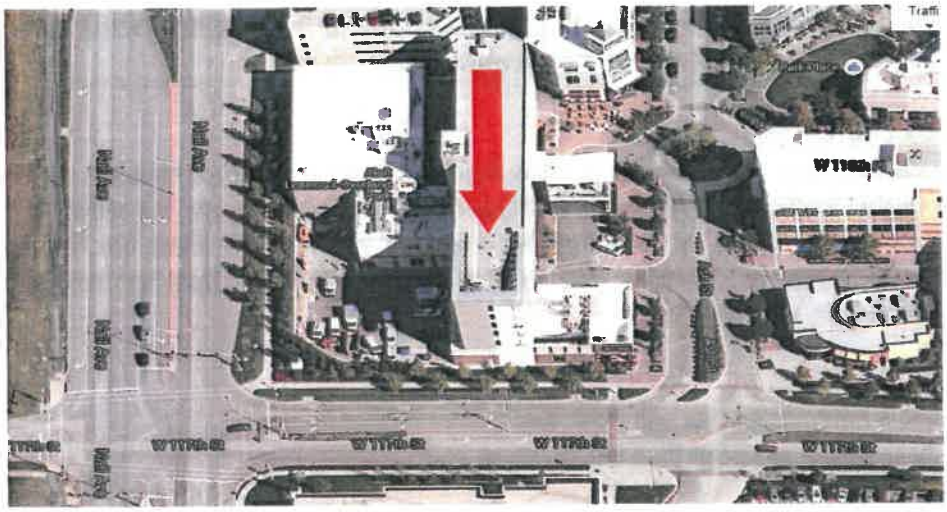
SURROUNDING ZONING:

- North — Directly to the north side of the property is Town Center Drive, Edgewood, a medium density residential subdivision zoned RP-4 (Planned Cluster Residential) and Leawood Commons zoned SD-O (Planned Office) and SD-NCR (Planned Neighborhood Retail).
- South — Directly to the south of the property is 117th Street and Town Center Plaza, a regional shopping center, zoned SD-CR (Planned General Retail).
- East — Directly to the east of the property is Town Center Drive, the single-family

residential subdivision of Edgewood, zoned RP-4 (Planned Cluster Residential), Leawood City Hall and the Leawood branch of the Johnson County Library.

- West — West of the property, across from Nall Avenue, is the Sprint Campus located within the City of Overland Park.

LOCATION:



ELEVATIONS:

- The applicant is proposing to install three additional 5G antennas to the wireless facility on the rooftop of Aloft Hotel. Per the Leawood Development Ordinance, wireless facilities are allowed on non-residential alternative tower structures, when designed to be architecturally integral and compatible with said structure within the Mixed Use District.
- The applicant is proposing a total of 3 additional antennas, located on the south, east and west sides within the rooftop screen wall. A 2'-2" x 1'-2" section of the screen wall on each elevation will be removed and replaced with an antenna wrapped in RF transparent material matching the existing screen wall, creating a seamless appearance.
- The size of the proposed 5G Ericsson Air 5331 antennas is 24" tall x 12" wide x 5" deep.
- A total of 15 antennas will be located on the Aloft rooftop (three antennas in addition to 12 existing antennas).
- The proposed screening shall match the existing screen on the Aloft Hotel in appearance and color.
- The centerline of the antennas shall be 81'-6" off grade and shall be located on the west, south, and east elevations.
- No ancillary equipment shall be visible from street or neighboring properties.

SECTION 6409(A) ELIGIBILITY REQUIREMENTS:

- Staff has reviewed the application and determined that it complies with Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 and the requirements of the Leawood Development Ordinance. The application is proposing to add additional antennas, to be located in the same position as the existing antennas, and the modifications proposed do not constitute a substantial change under the act.

- The application meets the requirements of equipment co-location on a support structure as it is not increasing the height of the tower, does not involve any more equipment cabinets, and does not entail any excavation of the current site.
- The additional antennas proposed with this application will be in conformance with the concealment requirements of the Leawood Development Ordinance. The applicant is concealing the antennas by removing a section of the screen wall on each elevation and replacing it with an antenna wrapped in RF transparent material matching the existing screen wall, creating a seamless appearance.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ELIGIBLE FACILITIES REQUEST FOR THE ADDITION OF ANTENNAS AND ASSOCIATED EQUIPMENT AT PARK PLACE – ALOFT HOTEL, FOR VERIZON WIRELESS (VAW), LLC, LOCATED NORTH OF 117TH STREET AND EAST OF NALL AVENUE (CASE 73-19)

WHEREAS, Verizon Wireless (VAW), LLC desires to add antennas and associated equipment at the Park Place Aloft Hotel;

WHEREAS, the addition of this equipment will not constitute a "substantial change" as that term is defined in Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 or as defined in the Leawood Development Ordinance; and

WHEREAS, Verizon Wireless has submitted the required application with the required information.

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

SECTION ONE: That the Governing Body hereby approves Verizon Wireless (VAW) LLC's eligible facilities request as more fully described in Exhibit "A," attached hereto and incorporated by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

_____
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

verizon

APPLICANT SITE NAME: KCYC TOWN CENTER PLAZA

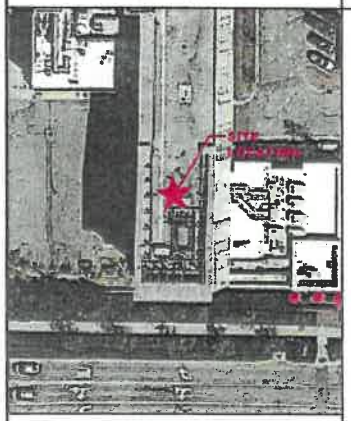
APPLICANT LOCATION NUMBER: 140790

DRAWING DESCRIPTION: FINAL CD

NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER

7-9-19

AREA MAP



VICINITY MAP

CONTRACTOR INFORMATION

811 Know what's below. Call before you dig. www.ok811.com

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

SITE INFORMATION

PROJECT: 5G ANTENNA MODIFICATION

CELL SITE NAME: KCYC TOWN CENTER PLAZA

CELL SITE ADDRESS: 11620 ASH STREET
LEAWOOD, KS
66211

LESSOR: LEAWOOD ADP, LTD C/O
PRESIDIAN HOTELS AND RESORTS
9000 TESORO DRIVE, STE 300
SAN ANTONIO, TEXAS 78217

CONTACT: ANDREW HEWITT
PHONE: (913) 345-9430

BUILDING INFORMATION:
LATITUDE: 38° 55' 01.89" N (NAD 83)
LONGITUDE: 94° 38' 53.45" W (NAD 83)
GROUND ELEV: 933' AMSL
BUILDING HEIGHT: 85'-0" AGL
SITE TYPE: ROOFTOP
APPLICANT CL: 81'-6" AGL

CONTACT: NETWORK REAL ESTATE MANAGER
PHONE: (913) 344-2896 (VERIZON WIRELESS)

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV	DISC.
T-1.0	TITLE SHEET	1	C
A-1.0	SITE PLAN	1	C
A-2.0	WEST BUILDING ELEVATION	1	C
A-2.1	SOUTH BUILDING ELEVATION	1	C
A-2.2	EAST BUILDING ELEVATION	1	C
A-3.0	ANTENNA KEYS & LAYOUTS	1	C
A-4.0	PROPOSED ANTENNA DIAGRAM	1	C
A-5.0	SCREENWALL PHOTOS	1	C
S-1.0	ANTENNA MOUNTING DETAILS	1	C
GN-1	GENERAL NOTES	1	C
RF-1.0	EME REPORT (1 OF 2)	1	C
RF-2.0	EME REPORT (2 OF 2)	1	C

VERIZON WIRELESS PROJECT #: 20181866880

PROJECT INFORMATION:
5G ANTENNA MODIFICATION

VERIZON WIRELESS DEPARTMENTAL APPROVALS

SIGNER	SIGNATURE	DATE
RF ENGINEER		
SITE ACQ		
OPERATIONS MANAGER		
CONSTRUCTION ENGINEER		
CONSTRUCTION MANAGER		
REAL ESTATE SPECIALIST		

LESSOR/LICENSOR APPROVAL

LESSOR/LICENSOR _____ INITIALS _____ DATE _____

LESSOR/LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ NO CHANGES ☐ CHANGES NEEDED SEE COMMENTS ON PLANS

CONSULTING TEAM

ENGINEERING: SSC INC.
7171 WEST 95TH STREET, SUITE 600
OVERLAND PARK, KANSAS 66212
PHONE: (913) 438-7700
FAX: (913) 438-7777

CLIENT MANAGER:
J.M. KONKEL

A&E PROJECT MANAGER:
T.K. WEISHAAR

LEAD ENGINEER:
R.R. JENSEN

LEAD ELECTRICAL:
S.D. KEISLING

PLANS PREPARED FOR: verizon

PLANS PREPARED BY: SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION # E-671

ENGINEER:	PER:	DISCIPLINE:	
KUF KEVIN M. VANHAELE	22059	CIVIL	
REJ ROBERT E. JENSEN	25088	CIVIL	
NAK NICHOLAS K. KUFELDT	22059	CIVIL	
TAS TERRANCE N. SUPER	9230	ELECTRICAL	
ROS SYLVESTER D. ROSLING	13634	ELECTRICAL	

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	MSH	A
REVISED FOR REVIEW	05/02/19	BEE	B
ISSUED FOR CONSTRUCTION	05/07/19	MSH	0
REVISED PER NEW RFDS	07/08/19	BEE	1

APPLICANT SITE NAME: KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER: 140790

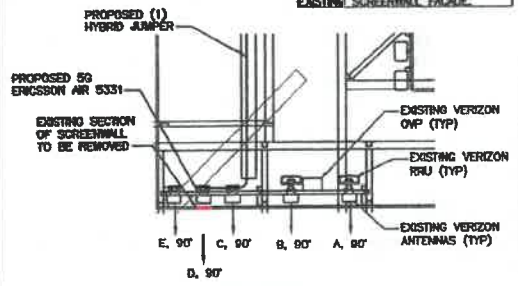
SITE ADDRESS: 11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION: TITLE SHEET

DWG INFORMATION:
DRAWN BY: MSH
CHECKED BY: CKL

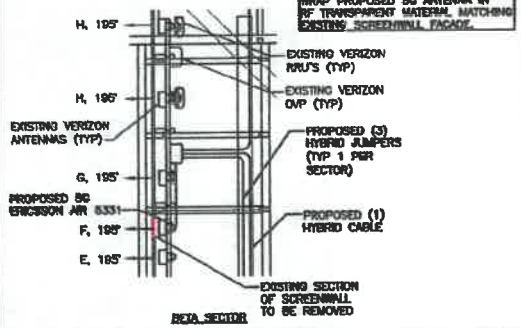
SHEET NUMBER: T-1.0

NOTE:
WRAP PROPOSED 5G ANTENNA IN RF TRANSPARENT MATERIAL MATCHING EXISTING SCREENWALL FACADE.



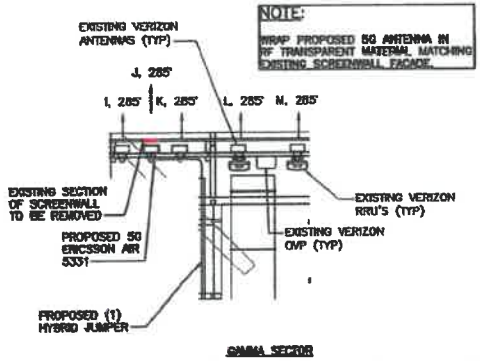
PROPOSED CABLES | NO SCALE | 2

NOTE:
WRAP PROPOSED 5G ANTENNA IN RF TRANSPARENT MATERIAL MATCHING EXISTING SCREENWALL FACADE.

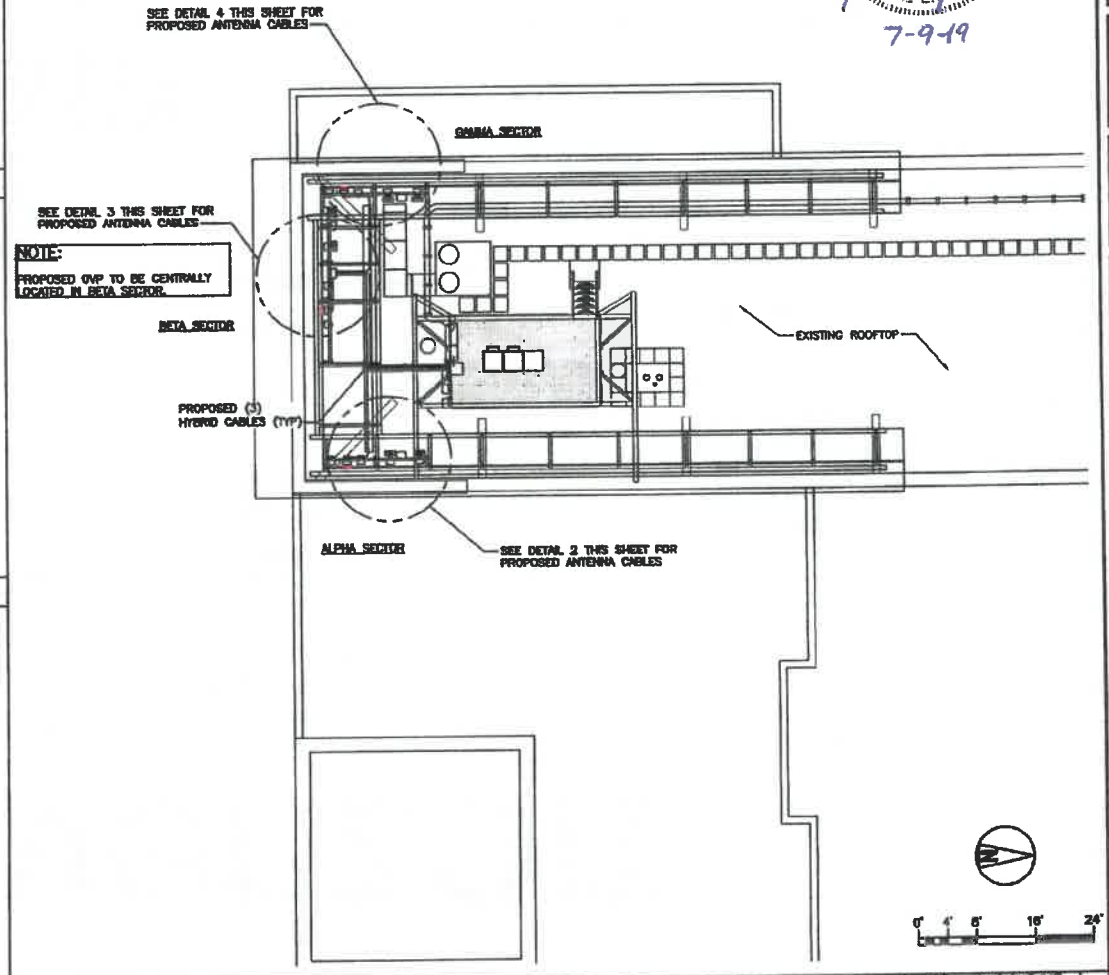


PROPOSED CABLES | NO SCALE | 3

NOTE:
WRAP PROPOSED 5G ANTENNA IN RF TRANSPARENT MATERIAL MATCHING EXISTING SCREENWALL FACADE.



PROPOSED CABLES | NO SCALE | 4



SITE PLAN | 1/8" = 1'-0" (22"x34") 1/16" = 1'-0" (11"x17") | 1

NICHOLAS KUFELDT LICENSED 22058 PROFESSIONAL ENGINEER KANSAS
7-9-19

PLANS PREPARED FOR:
verizon

PLANS PREPARED BY:
SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION # E-671

ENGINEER:	PEA.	DISCIPLINE:	
NICHOLAS M. KUFELDT	22058	CIVIL	
ROBERT E. BOWERS	18288	CIVIL	
TIMOTHY M. KUFELDT	22058	CIVIL	
TIMOTHY M. KUFELDT	22058	ELECTRICAL	
ERIC SHELTON HAMILTON	1232	ELECTRICAL	

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/13/18	MIN	A
REVISED FOR REVIEW	05/02/19	MSE	B
ISSUED FOR CONSTRUCTION	06/07/19	MSE	0
REVISED PER NEW RFDS	07/08/19	MSE	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

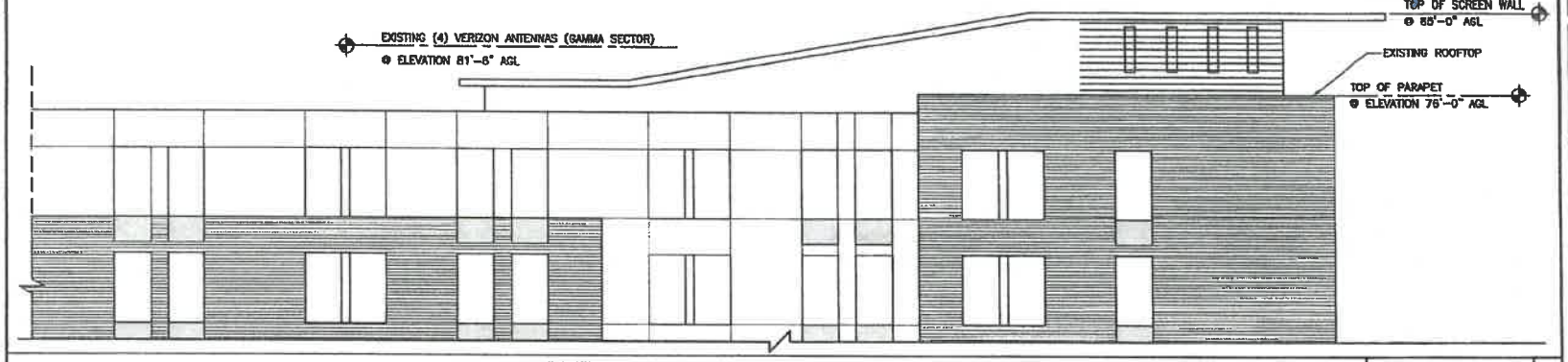
SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
SITE PLAN

DWG INFORMATION:

DRAWN BY:	MIN
CHECKED BY:	CIL

SHEET NUMBER:
A-1.0



EXISTING WEST BUILDING ELEVATION — NO SCALE — 1

ALL ANTENNAS AND CABLES TO BE TAGGED WITH CARRIER ID.

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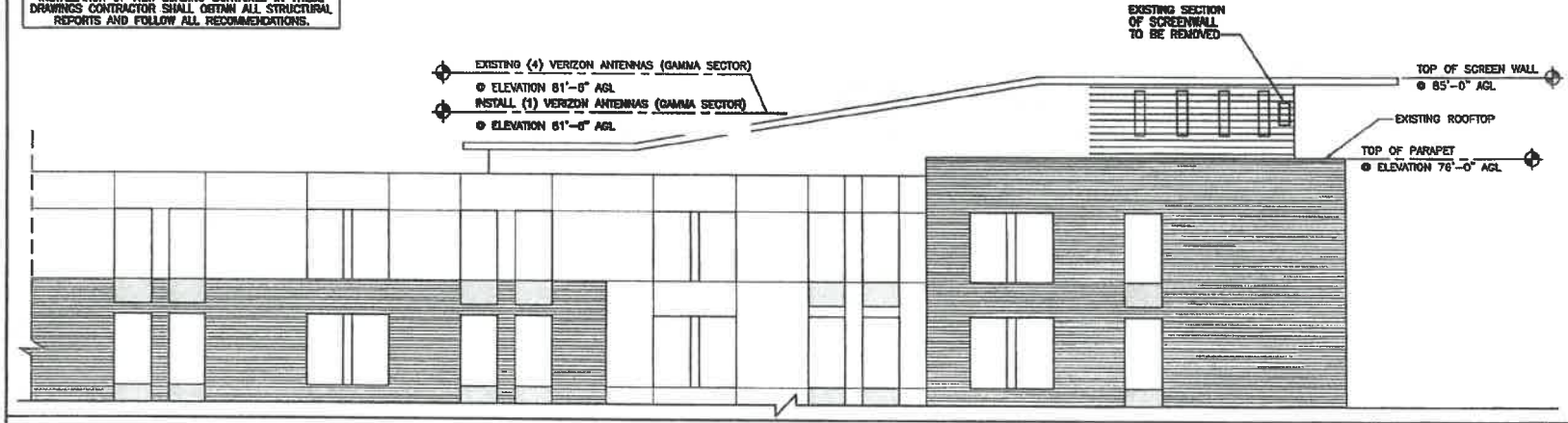
NOTE:
WRAP PROPOSED 8G ANTENNA IN VINYL FILM MATCHING EXISTING SCREENWALL FACADE.



PROPOSED WEST BUILDING ELEVATION — NO SCALE — 2

NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER 7-2-19

PLANS PREPARED FOR: verizon

PLANS PREPARED BY: SSC

ENGINEERING LICENSE
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #E-971

ENGINEER:	PE#:	DISCIPLINE:
KMV KEVIN M. VANHAVERBEKE	22106	CIVIL
RSJ ROBERT E. JENSEN	19995	CIVIL
NRK NICHOLAS R. KUFELDT	23059	CIVIL
TMB TERRANCE M. BUPER	16310	ELECTRICAL
GJK ARNELTON D. ROSALDO	13654	ELECTRICAL

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SUBMITALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	MGH	A
REVISED FOR REVIEW	05/02/19	NKE	B
ISSUED FOR CONSTRUCTION	05/07/19	NKE	0
REVISED PER NEW RFDS	07/03/19	NKE	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
WEST BUILDING ELEVATIONS

DWG INFORMATION:

DRAWN BY:	MGH
CHECKED BY:	OIL

SHEET NUMBER:
A-2.0

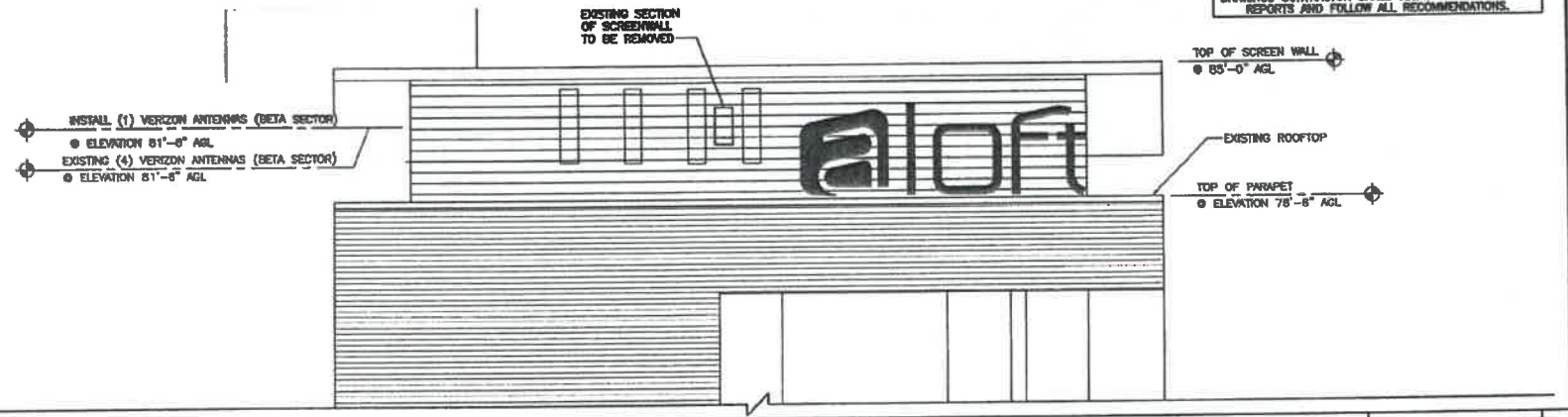
EXISTING SOUTH BUILDING ELEVATION — NO SCALE — 1

NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER
7-9-19

NOTE:
WRAP PROPOSED 5G ANTENNA IN RF TRANSPARENT MATERIAL MATCHING EXISTING SCREENWALL FACADE.

ALL ANTENNAS AND CABLES TO BE TAGGED WITH CARRIER ID.

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURES, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY AN ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE NEW LOADING REPRESENTED WITHIN THESE DRAWINGS. PRIOR TO THE INSTALLATION OF NEW LOADING CONTAINED IN THESE DRAWINGS CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.



PROPOSED SOUTH BUILDING ELEVATION — NO SCALE — 2

PLANS PREPARED FOR:
verizon

PLANS PREPARED BY:
SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION # E-671

ENGINEER:	PE#:	DISCIPLINE:	
KEVIN M. VANHAUEN	22305	CIVIL	
RUSSELL E. SCHMIDT	15599	CIVIL	
NICHOLAS A. KUFELDT	22059	CIVIL	
TERRANCE M. RUPER	19514	ELECTRICAL	
BRETON D. PERKINS	19514	ELECTRICAL	

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	BSH	A
REVISED PER REVIEW	05/02/19	NEE	B
ISSUED FOR CONSTRUCTION	05/07/19	NEE	0
REVISED PER NEW INFO	07/09/19	BEE	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

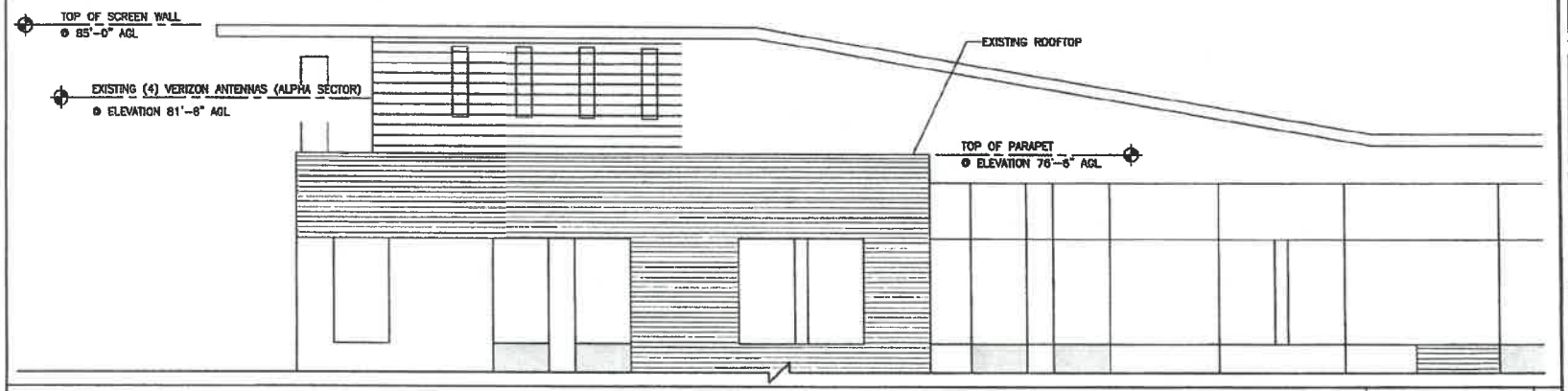
SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
SOUTH BUILDING ELEVATIONS

DWG INFORMATION:

DRAWN BY:	MW
CHECKED BY:	CM

SHEET NUMBER:
A-2.1

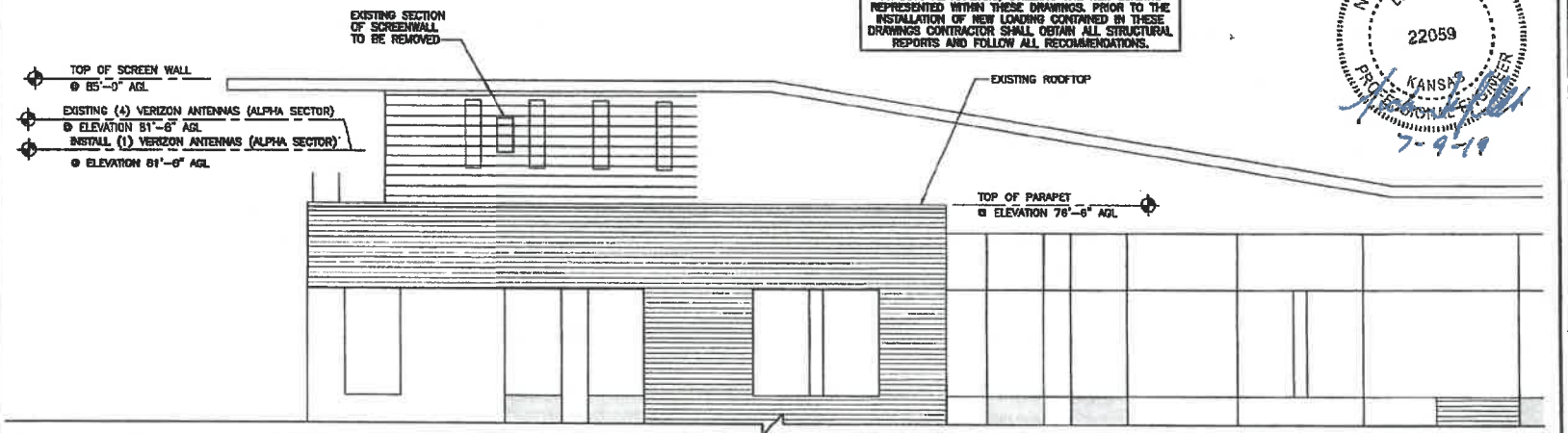


EXISTING EAST BUILDING ELEVATION — NO SCALE — 1

NOTE:
WRAP PROPOSED 5G ANTENNA IN RF TRANSPARENT MATERIAL MATCHING EXISTING SCREENWALL FACADE.

ALL ANTENNAS AND CABLES TO BE TAGGED WITH CARRIER ID.

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURES, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY AN ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE NEW LOADING REPRESENTED WITHIN THESE DRAWINGS. PRIOR TO THE INSTALLATION OF NEW LOADING CONTAINED IN THESE DRAWINGS CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.



PROPOSED EAST BUILDING ELEVATION — NO SCALE — 2

NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER
7-9-19

PLANS PREPARED FOR:
verizon

PLANS PREPARED BY:
SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION # E-971

ENGINEER:	PEA	DISCIPLINE:	
KEVIN M. VANMARLE	22105	CIVIL	
ROBERT E. JENSEN	16088	CIVIL	
NICHOLAS R. KUFELDT	22059	CIVIL	
TERRANCE M. RUPER	15351	ELECTRICAL	
BRETTON D. REISLAND	19924	ELECTRICAL	

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	MDR	A
REISSUED FOR REVIEW	05/02/19	REE	B
ISSUED FOR CONSTRUCTION	05/07/19	REE	0
REVISED PER NEW RFDS	07/09/19	REE	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
EAST BUILDING ELEVATIONS

DWG INFORMATION:

DRAWN BY:	MDR
CHECKED BY:	CDL

SHEET NUMBER:
A-2.2

EXISTING ANTENNA KEY

Sector	Position	Status	Antenna Centerline (ft AGL)	Antenna Make / Model	Antenna Count	Height (in)	Width (in)	Depth (in)	Weight (lbs)	Azimuth True/Mag. North	Mech Downtilt	Electrical Downtilt	TMA Make/Model	TMA Count	Diplexer Make/Model	Diplexer Count	Coax Make/Model	Coax Count	Coax Size	Coax Length
Miniline Cable & Distribution																				
Alpha Sector	A-LTE	EXISTING	81.5	[illegible]	1	54.7	13.2	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	B-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	90	0°	6°	-	-	-	-	-	-	-	-
	C-LTE	INACTIVE	-	[illegible]	1	54.7	12.7	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	D-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	90	0°	6°	-	-	-	-	-	-	-	-
Beta Sector	E-LTE	INACTIVE	-	[illegible]	1	54.7	12.7	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	F-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	195	0°	6°	-	-	-	-	-	-	-	-
	G-LTE	EXISTING	81.5	[illegible]	1	54.7	12.7	3.8	37.5	195	0°	2°	-	-	-	-	-	-	-	-
	H-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	195	0°	6°	-	-	-	-	-	-	-	-
Gamma Sector	I-LTE	INACTIVE	-	[illegible]	1	54.7	12.7	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	J-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	285	0°	6°	-	-	-	-	-	-	-	-
	K-LTE	EXISTING	81.5	[illegible]	1	54.7	12.7	3.8	37.5	285	0°	2°	-	-	-	-	-	-	-	-
	L-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	285	0°	6°	-	-	-	-	-	-	-	-

Antenna Total 12   TMA Total 0   Diplexer Total 0   Coax Total 0

Sector	RRU Make/Model	RRU Count	OVP Make/Model	OVP Count	Hybrid Cable Make/Model	Hybrid Cable Count	Hybrid Cable Size	Hybrid Cable Length	Hybrid Jumper Count	* RF Jumper Count
Miniline Cable & Distribution	-	-	RAYCAP / RFS [illegible]	3	HYBRIFLEX HB114-13U6-S12F [illegible]	1	1-1/4"	[illegible]	-	-
	-	-	-	-	HYBRIFLEX HB114-13U6-S12F [illegible]	1	1-1/4"	[illegible]	-	-
	-	-	-	-	HYBRIFLEX HB114-13U6-S12F [illegible]	1	1-1/4"	[illegible]	-	-
	-	-	-	-	-	-	-	-	-	-
Alpha Sector	RRUS 12 (BAND 4)	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	RRUS B13 + A2	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
Beta Sector	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	RRUS 12 (BAND 4)	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	RRUS B13 + A2	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
Gamma Sector	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	RRUS 12 (BAND 4)	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	RRUS B13 + A2	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2

RRU Total 6   OVP Total 3   Hybrid Cable Total 3   Jumper Total 6   12

PROPOSED ANTENNA KEY

Sector	Position	Status	Antenna Centerline (ft AGL)	Antenna Make / Model	Antenna Count	Height (in)	Width (in)	Depth (in)	Weight (lbs)	Azimuth True/Mag. North	Mech Downtilt	Electrical Downtilt	TMA Make/Model	TMA Count	Diplexer Make/Model	Diplexer Count	Coax Make/Model	Coax Count	Coax Size	Coax Length
Miniline Cable & Distribution																				
Alpha Sector	A-LTE	EXISTING	81.5	[illegible]	1	54.7	12.7	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	B-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	90	0°	6°	-	-	-	-	-	-	-	-
	C-LTE	INACTIVE	-	[illegible]	1	54.7	12.7	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	D-5G	PROPOSED	81.5	ERICSSON AIR 5331	1	[illegible]	[illegible]	[illegible]	[illegible]	90	0°	0°	-	-	-	-	-	-	-	-
	E-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	90	0°	6°	-	-	-	-	-	-	-	-
Beta Sector	F-LTE	INACTIVE	-	[illegible]	1	54.7	12.7	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	G-5G	PROPOSED	81.5	ERICSSON AIR 5331	1	[illegible]	[illegible]	[illegible]	[illegible]	195	0°	0°	-	-	-	-	-	-	-	-
	H-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	195	0°	6°	-	-	-	-	-	-	-	-
	I-LTE	EXISTING	81.5	[illegible]	1	54.7	12.7	3.8	37.5	195	0°	2°	-	-	-	-	-	-	-	-
	J-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	195	0°	6°	-	-	-	-	-	-	-	-
Gamma Sector	K-LTE	INACTIVE	-	[illegible]	1	54.7	12.7	3.8	37.5	90	0°	2°	-	-	-	-	-	-	-	-
	L-5G	PROPOSED	81.5	ERICSSON AIR 5331	1	[illegible]	[illegible]	[illegible]	[illegible]	285	0°	0°	-	-	-	-	-	-	-	-
	M-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	285	0°	6°	-	-	-	-	-	-	-	-
	N-LTE	EXISTING	81.5	[illegible]	1	54.7	12.7	3.6	37.5	285	0°	2°	-	-	-	-	-	-	-	-
	O-LTE	EXISTING	81.5	ANDREW LVX-6515DS-A1M	1	54.9	11.9	7.1	26	285	0°	6°	-	-	-	-	-	-	-	-

Antenna Total 15   TMA Total 0   Diplexer Total 0   Coax Total 0

Sector	RRU Make/Model	RRU Count	OVP Make/Model	OVP Count	Hybrid Cable Make/Model	Hybrid Cable Count	Hybrid Cable Size	Hybrid Cable Length	Hybrid Jumper Count	* RF Jumper Count
Miniline Cable & Distribution	-	-	RAYCAP / RFS [illegible]	3	HYBRIFLEX HB114-13U6-S12F [illegible]	1	1-1/4"	[illegible]	-	-
	-	-	RAYCAP / RFS [illegible]	1	HYBRIFLEX HB114-13U6-S12F [illegible]	1	1-1/4"	[illegible]	-	-
	-	-	-	-	HYBRIFLEX HB114-13U6-S12F [illegible]	1	1-1/4"	[illegible]	-	-
	-	-	-	-	HUBER SUHNER [illegible]	1	[illegible]	-	-	-
Alpha Sector	RRUS 12 (BAND 4)	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	RRUS B13 + A2	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	5/8"	-	1	-
	-	-	-	-	-	-	-	-	-	-
Beta Sector	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	5/8"	-	1	-
	-	-	-	-	-	-	-	-	-	-
	RRUS 12 (BAND 4)	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	RRUS B13 + A2	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
Gamma Sector	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	5/8"	-	1	-
	-	-	-	-	-	-	-	-	-	-
	RRUS 12 (BAND 4)	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2
	RRUS B13 + A2	1	-	-	HYBRIFLEX HFF058-08U3S2-1F	-	5/8"	-	1	2

RRU Total 6   OVP Total 4   Hybrid Cable Total 4   Jumper Total 9   12

CONTRACTOR SHALL OBTAIN A COPY OF VERIZON WIRELESS ENGINEERING SITE DATA FORM FOR ANTENNA INFORMATION.

ANTENNA LAYOUTS | NO SCALE | 1

NOTE:
SEE ANTENNA KEYS FOR TRUE NORTH AND MAGNETIC NORTH AZIMUTHS

EXISTING ANTENNA LAYOUT | NO SCALE | 3

NOTE:
SEE ANTENNA KEYS FOR TRUE NORTH AND MAGNETIC NORTH AZIMUTHS

PROPOSED ANTENNA LAYOUT | NO SCALE | 2

PLANS PREPARED FOR:
verizon✓

PLANS PREPARED BY:
SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #E-571

ENGINEER:	PE#:	DISCIPLINE:	
KEVIN M. VANBAALE	22105	CIVIL	C
ROBERT E. JENSEN	[illegible]	CIVIL	C
NICHOLAS R. KUFELDT	22969	CIVIL	C
TERRANCE M. SUPER	[illegible]	ELECTRICAL	E
SHELTON D. HEWLING	13984	ELECTRICAL	E

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
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REISSUED FOR REVIEW	05/02/19	WEE	B
ISSUED FOR CONSTRUCTION	05/10/19	WEE	0
REVISED PER NEW RFDS	07/08/19	WEE	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

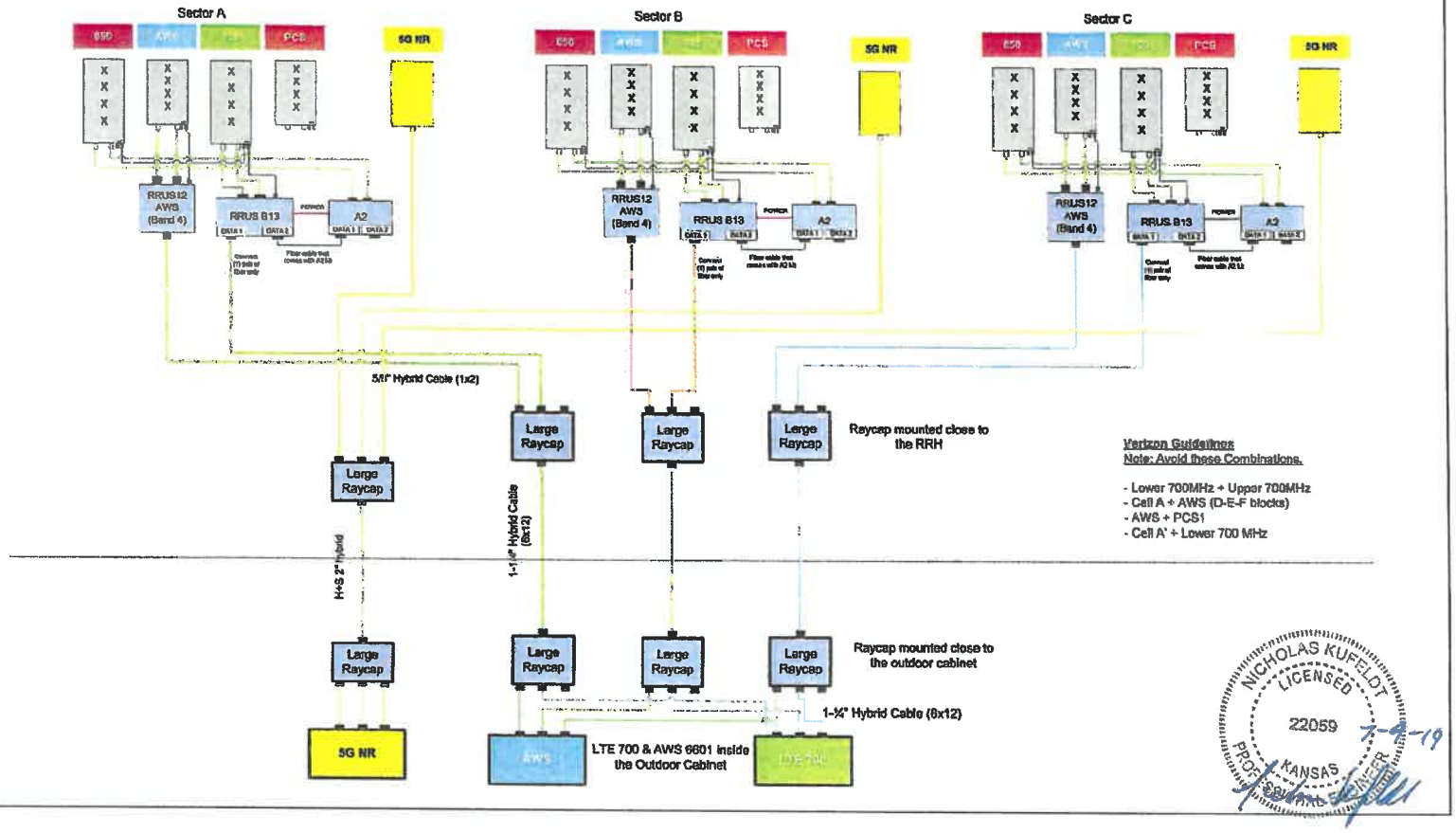
SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
ANTENNA KEYS & LAYOUTS

DWG INFORMATION:
DRAWN BY: MRI
CHECKED BY: OL

SHEET NUMBER:
A-3.0

700 LTE/ AWS LTE



NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER 7-9-19

PROPOSED ANTENNA DIAGRAM | NO SCALE | 1

PLANS PREPARED FOR:

verizon

PLANS PREPARED BY:

SSC

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OR AUTHORIZATION # E-571

ENGINEER:		PE#:	DISCIPLINE:	
KMV	KEVIN M. VANNAHLE	23705	CIVIL	
RET	ROBERT E. BENNETT	25093	CIVIL	
NRK	NICHOLAS R. KUFELDT	22059	CIVIL	
TMS	TERRANCE M. SUPER	9280	ELECTRICAL	
ADK	ARELTON D. KEISLING	16954	ELECTRICAL	

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/01/18	MSH	A
REVISED FOR REVIEW	05/02/19	REE	B
ISSUED FOR CONSTRUCTION	05/07/19	REE	0
REVISED PER NEW RFDS	07/08/19	REE	1

APPLICANT SITE NAME:

KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:

140790

SITE ADDRESS:

11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:

PROPOSED ANTENNA DIAGRAM

DWG INFORMATION:

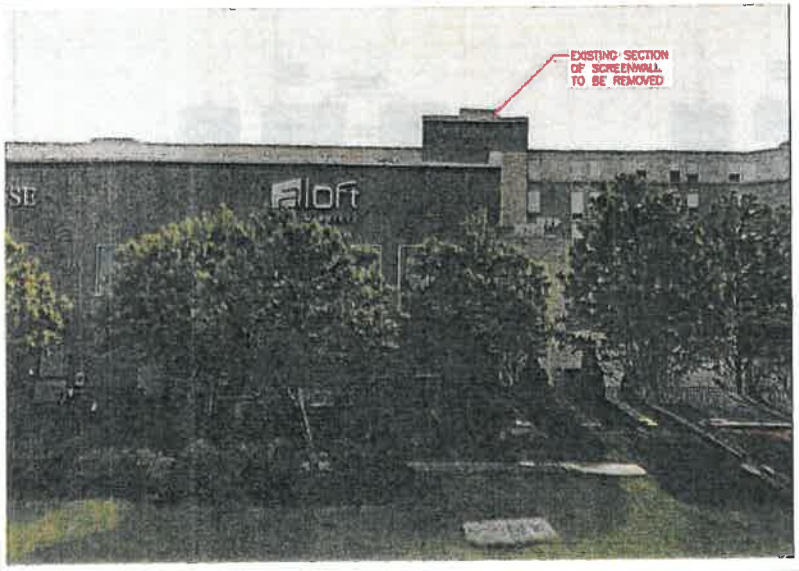
DRAWN BY:	MSH
CHECKED BY:	CKL

SHEET NUMBER:

A-4.0

ALPHA SECTOR SCREENWALL PHOTO | NO SCALE | 3

BETA SECTOR SCREENWALL PHOTO | NO SCALE | 1



STREET VIEW PHOTO | NO SCALE | 4

GAMMA SECTOR SCREENWALL PHOTO | NO SCALE | 2

NICHOLAS KUFELDT
LICENSED
22059
KANSAS
PROFESSIONAL ENGINEER
7-9-19

PLANS PREPARED FOR:

verizon

PLANS PREPARED BY:

SSC

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION # E-67:

ENGINEER:	PE#	DISCIPLINE:	
NMK KEVIN M. VANMAPLE	22105	CIVIL	C
REJ ROBERT E. JENSEN	19886	CIVIL	C
NHK NICHOLAS K. KUFELDT	22059	CIVIL	C
TMH TERRANCE M. SUPER	1920	ELECTRICAL	E
SDK SHELTON D. KEMLING	13834	ELECTRICAL	E

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	MGH	A
REISSUED FOR REVIEW	03/12/19	REE	B
ISSUED FOR CONSTRUCTION	03/07/19	REE	0
REVISED PER NEW SPEC	07/08/19	REE	1

APPLICANT SITE NAME:

KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:

140790

SITE ADDRESS:

11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:

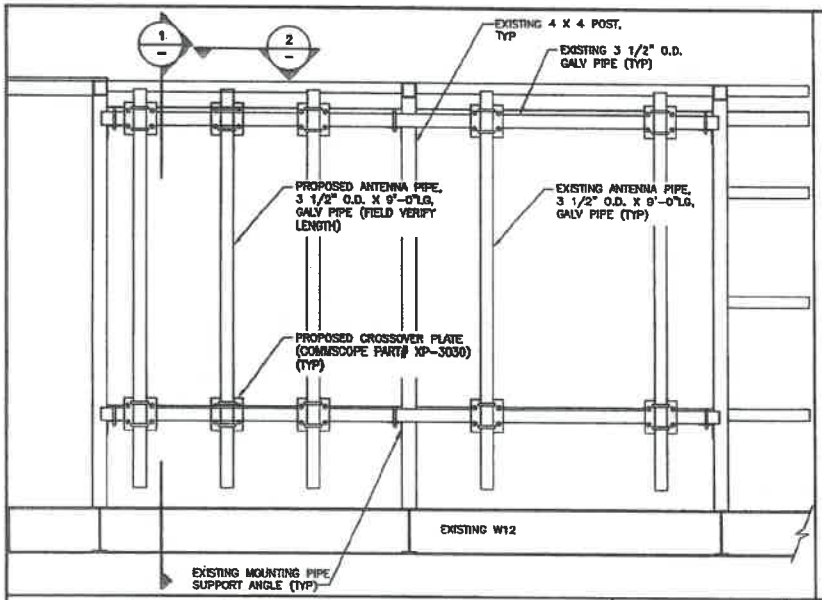
SCREENWALL
PHOTOS

DWG INFORMATION:

DRAWN BY: MGH
CHECKED BY: CIL

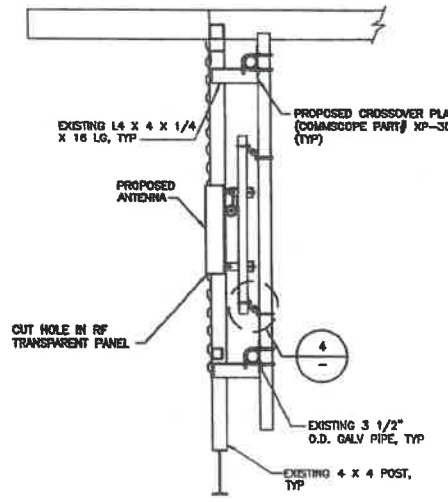
SHEET NUMBER:

A-5.0

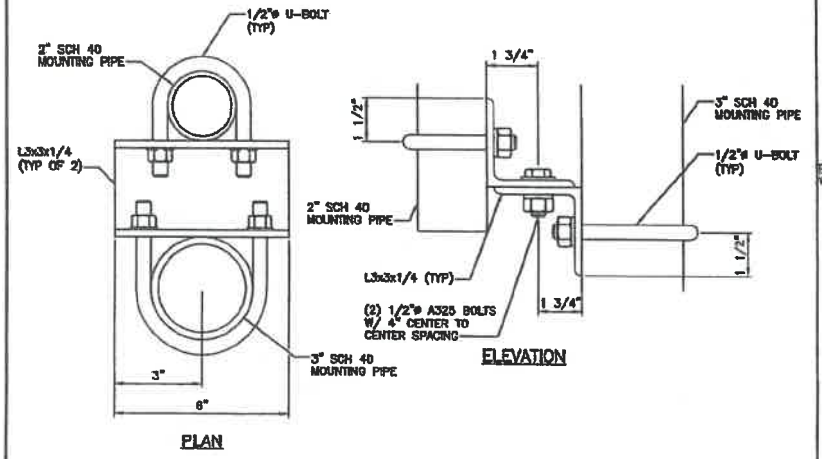


ANTENNA MOUNTING FRAME – ELEVATION (TYP) | NO SCALE | 3

NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER
7-9-19



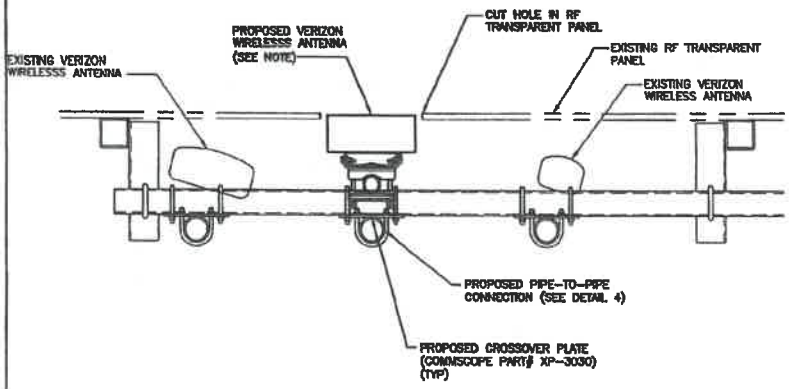
ANTENNA MOUNTING FRAME – SECTION | NO SCALE | 1



PIPE–TO–PIPE CONNECTION DETAILS | NO SCALE | 4

NOTE:

PROPOSED ANTENNA TO BE INSTALLED FLUSH WITH EXISTING SCREENWALL. ADJUST PIPE–TO–PIPE CONNECTION AS REQUIRED.



ANTENNA MOUNTING FRAME – PLAN (TYP) | NO SCALE | 2

PLANS PREPARED FOR: verizon

PLANS PREPARED BY: SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION # E-671

ENGINEER:	PEP	DISCIPLINE:	
KEVIN M. VANDAELE	73423	CIVIL	
ROBERT E. JENSEN	24668	CIVIL	
NICHOLAS K. KUFELDT	27466	CIVIL	
TERRANCE M. BURTON	9502	ELECTRICAL	
STEVEN D. NEWLAND	13624	ELECTRICAL	

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	BGH	A
REVISED PER REVIEW	05/02/19	BGE	B
ISSUED FOR CONSTRUCTION	05/07/19	BGE	0
REVISED PER NEW RFDS	07/08/19	BGE	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
ANTENNA MOUNT DETAILS

DWG INFORMATION:

DRAWN BY:	MSH
CHECKED BY:	CIL

SHEET NUMBER:
S-1.0

EQUIPMENT FURNISHED AND/OR INSTALLED BY:		
DESCRIPTION	FURNISHED	INSTALLED
ANCHOR BOLTS	VERIZON WIRELESS	CONTRACTOR
ANTENNA MOUNTS	CONTRACTOR	CONTRACTOR
ANTENNAS	VERIZON WIRELESS	CONTRACTOR
CABLE LADDER	CONTRACTOR	CONTRACTOR
COAX	VERIZON WIRELESS	CONTRACTOR
CONNECTORS	CONTRACTOR	CONTRACTOR
ENTRY PORT BOOTS	CONTRACTOR	CONTRACTOR
GPS ANTENNA	VERIZON WIRELESS	CONTRACTOR
GROUND KITS	CONTRACTOR	CONTRACTOR
HANGER KITS	CONTRACTOR	CONTRACTOR
ICE BRIDGE MATERIAL	CONTRACTOR	CONTRACTOR
JUMPERS	CONTRACTOR	CONTRACTOR
SHELTER/EQUIPMENT	VERIZON WIRELESS	CONTRACTOR
BUILDING	VERIZON WIRELESS	CONTRACTOR
BUILDING BUS BARS	CONTRACTOR	CONTRACTOR
DIPLEXER	VERIZON WIRELESS	CONTRACTOR
TMA	VERIZON WIRELESS	CONTRACTOR
RRUS 12	VERIZON WIRELESS	CONTRACTOR
UPPER OVP	VERIZON WIRELESS	CONTRACTOR
DIPLEXER CONNECTOR	CONTRACTOR	CONTRACTOR
TMA CONNECTOR	CONTRACTOR	CONTRACTOR
RRUS 12 CONNECTOR	CONTRACTOR	CONTRACTOR
UPPER OVP CONNECTOR	CONTRACTOR	CONTRACTOR
TOE TAGS	VERIZON WIRELESS	CONTRACTOR

CONTRACTOR SHALL OBTAIN A COPY OF VERIZON WIRELESS ENGINEERING SITE DATA FORM FOR ANTENNA INFORMATION.

1. ANTENNAS SHALL BE DESIGNATED FROM RIGHT TO LEFT, FACING THE ASSEMBLY FROM THE GROUND. LEFT TO RIGHT FACING THE BACK OF THE ANTENNA.
2. THE OUTER MOST ANTENNAS ON EACH FACE SHALL BE DESIGNATED AS THE RECEIVE ANTENNAS. THE INNER ANTENNAS SHALL BE DESIGNATED AS THE TRANSMIT ANTENNAS.
3. EACH TRANSMISSION LINE SHALL BE LABELED WITH BRASS "TOE TAGS", GRAINGER PART NUMBER 1FG35-B, STAMPED WITH 1/4" LETTERS/NUMBERS STAMPS, GRAINGER PART NUMBER 3W639. THE LABELS SHALL BE ATTACHED WITH A SEMIPERMANENT METHOD (I.E. BLACK UV RESISTANT CABLE TIES). THE TAGS SHALL BE PLACED SO AS NOT TO COME IN CONTACT WITH THE CONNECTOR ON THE LINE AND THE METAL OF THE BUILDING. LINES SHALL BE LABELED AT THE TOP, BOTTOM AT ENTRY PORT.
4. EACH LINE SHALL ALSO BE LABELED AT THE LIGHTNING/SURGE PROTECTOR MOUNTING PLATE WITH A PRINTABLE LABEL MAKER TO INDICATE LINE NUMBER AND FUNCTION, THE SAME AS THE TOE TAG.
5. THE TAG LABELING SHALL BE AS DESIGNATED IN THE ANTENNA KEY.
6. IN TWO-ANTENNA CONFIGURATION WHERE ONE ANTENNA WILL BE DUPLEXED, THE DUPLEXED ANTENNA SHALL BE LABELED AS RECEIVE.
7. CONTRACTOR SHALL FIELD VERIFY THE EXACT TMA'S (IF THEY ARE REQUIRED) PER THE OPERATIONS MANAGER.
8. COAXIAL FEEDER LENGTHS INDICATED ABOVE ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LENGTH BEFORE ORDERING.
9. CONTRACTOR SHALL INSTALL PLATFORM OR MOUNTING BRACKETS AND HARDWARE FOR ALL ANTENNAS AND SHALL BE PER THE BUILDING MANUFACTURER'S STANDARD DETAILS OR APPROVED EQUAL.
10. ALL ANTENNAS AND CABLES TO BE TAGGED WITH CARRIER ID.
11. CONTRACTOR SHALL SUPPLY AND INSTALL INTERMITTENT COAX TIMNED GALVANIZED GROUND BARS AT 75' WEERVALS STARTING FROM THE ANTENNA CENTERLINE DOWN CABLE TRAYS.

SYMBOLS

PLAN SYMBOLS

- CONDUIT RUN ABOVEGROUND
- CONDUIT RUN UNDERGROUND
- CONDUIT CAP
- NEUTRAL CONDUCTOR
- HASH MARKS INDICATE NUMBER OF WIRES IN CONDUIT
- GROUND CONDUCTOR
- DISCONNECT SWITCH
- S_3 LIGHT SWITCH (3) INDICATES (3) WAY SWITCH
- LIGHT FIXTURE (TYPE ON DRAWING)
- LIGHT FIXTURE (TYPE ON DRAWING)
- RECEPTACLE GFCI – GROUND FAULT CIRCUIT INTERRUPTER WP – WEATHERPROOF COVER

GROUNDING PLAN SYMBOLS

- GROUNDING CONDUCTOR ABOVE GROUND
- GROUNDING CONDUCTOR UNDER GROUND
- GND BUS / GND COND GROUND BUS WITH COMPRESSION CONNECTION
- CADWELD CONNECTION
- MECHANICAL CONNECTION
- GROUND ROD
- GROUND INSPECTION

SCHEMATIC SYMBOLS

- GROUND
- TRANSFORMER
- BREAKER (SIZE AS NOTED)
- METER
- FUSED DISCONNECT SWITCH (SIZED AS NOTED)
- NON-FUSED DISCONNECT SWITCH (SIZED AS NOTED)
- DUPLEX RECEPTACLE (120V)
- GENERATOR RECEPTACLE (240V, 1Φ)
- ENCLOSURES

NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER 7-9-19

GENERAL NOTES

1. THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK USING HIS BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
2. THE CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED TO ELECTRICAL SERVICE AND OVERALL COORDINATION.
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR OMISSIONS, ETC. SHALL BE REPORTED TO VERIZON WIRELESS BEFORE PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF VERIZON WIRELESS, AT THE EXPENSE OF THE CONTRACTOR.
5. THE CONTRACTOR SHALL SAFEGUARD THE OWNER'S PROPERTY DURING CONSTRUCTION AND SHALL REPLACE ANY DAMAGED PROPERTY OF THE OWNER TO ORIGINAL CONDITION.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETE.
8. ALL CONSTRUCTION WORK SHALL CONFORM TO THE U.B.C., I.B.C., OR B.O.C.A. AND ALL APPLICABLE LOCAL REGULATIONS, ORDINANCES, STATUTES & CODES.
9. VERIZON WIRELESS SHALL OBTAIN THE CONSTRUCTION PERMIT. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ADDITIONAL PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO THE OWNER.
10. CITY APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF JOB SUPERINTENDENT.
11. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A:10-B:C WITHIN 75 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILD OUT AREA DURING CONSTRUCTION.
12. ANY CONNECTION FEES FOR ELECTRICAL SERVICE SHALL BE PAID BY THE CONTRACTOR.
13. BUILDING CODE: (IBC 2012)
[INTERNATIONAL BUILDING CODE (IBC), 2012 AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) AND AS ADOPTED BY LOCAL BUILDING AUTHORITY]
14. ELECTRICAL CODE: (NEC 2011)
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 – 2011, NATIONAL ELECTRICAL CODE, AS ADOPTED BY LOCAL BUILDING AUTHORITY]
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND ATTENDING A PRE-CONSTRUCTION SITE WALK WITH THE BUILDING OWNER/MANAGER.
16. CABLING NOTE – FOLLOW HYBRIFLEX MANUFACTURER'S RECOMMENDATIONS FOR HOISTING CABLE. VERIZON WIRELESS HAS REPORTED THAT HOIST GRIPS MUST BE USED EVERY 200' OF CABLE.

ABBREVIATIONS

AGL	ABOVE GRADE LINE	ELEV	ELEVATOR, ELEVATION	REQ'D	REQUIRED
AMP	AMPERE	EQ	EQUAL	SF	SQUARE FEET
ARCH	ARCHITECT	EQUIP	EQUIPMENT	SHT	SHEET
BCW	BARE COPPER WIRE	EXIST	EXISTING	SIM	SIMILAR
BLDG	BUILDING	FND	FOUNDATION	SPECS	SPECIFICATIONS
CL	CENTER LINE	FTG	FOOTING	SSC, INC.	SELECTIVE SITE CONSULTANTS, INC.
CONC	CONCRETE	GA	GAUGE	STD	STANDARD
CONST	CONSTRUCTION	GALV	GALVANIZED	STL	STEEL
CONTR	CONTRACTOR	GND	GROUND	STRUCT	STRUCTURAL
DET	DETAIL	HT	HEIGHT	SW	SWITCH
DIA	DIAMETER	LF	LINEAL FEET	TOC	TOP OF CONCRETE
DIAG	DIAGONAL	MIN	MINIMUM	TC	TOP OF CURB
DIM	DIMENSION	MISC	MISCELLANEOUS	TOP	TOP OF PAVING
DN	DOWN	NTS	NOT TO SCALE	TOS	TOP OF STEEL
DWG	DRAWING	OC	ON CENTER	TYP	TYPICAL
EA	EACH	PL	PLATE	UNO	UNLESS NOTED OTHERWISE
ELEC	ELECTRICAL				

A – DETAIL NUMBER; DRAWING NUMBER ON WHICH SECTION OR DETAIL APPEARS. (–) INDICATES REFERENCED

1 – SECTION NUMBER; DRAWING NUMBER ON WHICH SECTION OR DETAIL APPEARS. (–) INDICATES REFERENCED

PLANS PREPARED FOR: verizon

PLANS PREPARED BY: SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #E-871

ENGINEER:	PE#:	DISCIPLINE:	
MAY KEVIN M VANDALE	22059	CIVIL	
KENNY K. KUFELDT	23885	CIVIL	
NICHOLAS K. KUFELDT	23885	CIVIL	
TIM TERRANCE M. RUPER	6230	ELECTRICAL	RF
BOB GRETTON D. REMICH	12854	ELECTRICAL	RF

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	MSH	A
REISSUED FOR REVIEW	03/22/19	NSK	B
ISSUED FOR CONSTRUCTION	04/17/19	NSK	B
REVISED PER NEW RFDS	07/23/19	NSK	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
GENERAL NOTES

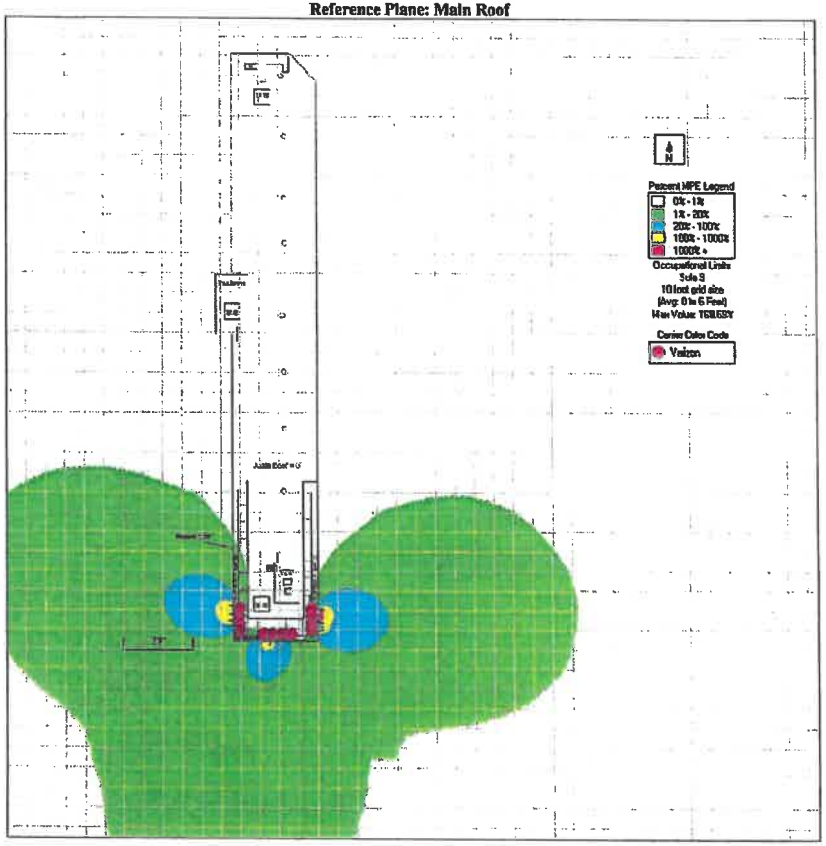
DWG INFORMATION:
DRAWN BY: BGH
CHECKED BY: DJL

SHEET NUMBER:
GN-1.0

b. Predictive Model: All Transmitters

Is the area being modeled completely INACCESSIBLE to members of the general population (including untrained maintenance workers)?	☐ YES ☒ NO

Reference Plane: Main Roof



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NICHOLAS KUFELDT
LICENSED
22059
KANSAS
PROFESSIONAL ENGINEER

7-9-19

PLANS PREPARED FOR:

verizon

PLANS PREPARED BY:

SSC

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION # E-471

ENGINEER:	PE#	DISCIPLINE:	
KMV KEVIN M. VAMMAELE	22108	CIVIL	C
REJ ROBERT E. JERSEN	16096	CIVIL	C
NKK NICHOLAS K. KUFELDT	22059	CIVIL	C
TMS TERRANCE M. SUPER	8283	ELECTRICAL	E
SOK SHELTON O. KOSLING	13634	ELECTRICAL	E

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	MSH	A
REISSUED FOR REVIEW	05/02/19	NEE	B
ISSUED FOR CONSTRUCTION	06/07/19	NEE	0
REVISED PER NEW RFDS	07/08/19	NEE	1

APPLICANT SITE NAME:

KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:

140790

SITE ADDRESS:

11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:

EME REPORT
(1 OF 2)

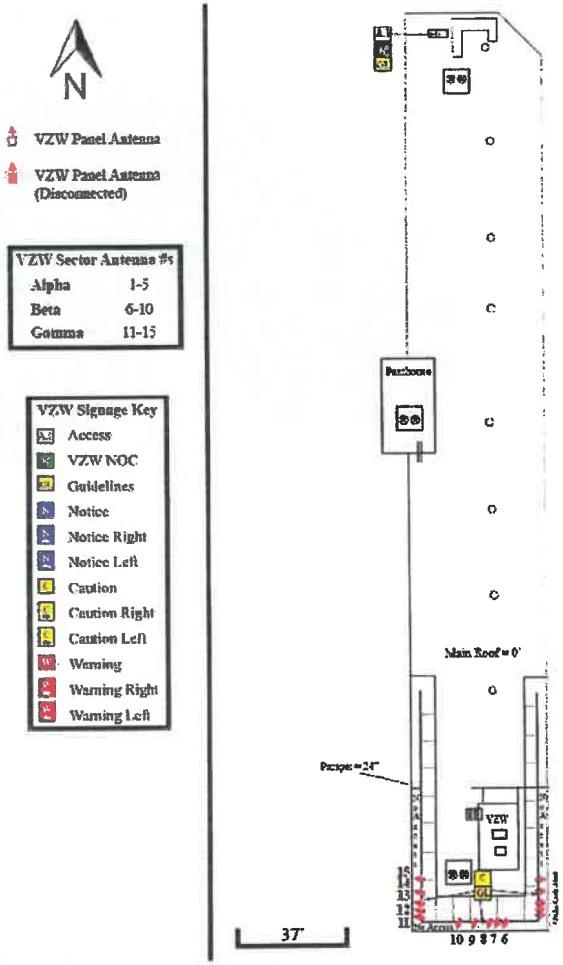
DWG INFORMATION:

DRAWN BY:	MSH
CHECKED BY:	CKL

SHEET NUMBER:

RF-1.0

b. Signage/Barrier Diagram



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NICHOLAS KUFELDT LICENSED 22059 KANSAS PROFESSIONAL ENGINEER
7-9-19

PLANS PREPARED FOR: verizon

PLANS PREPARED BY: SSC

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION # E-671

ENGINEER:	PE#:	DISCIPLINE:	
MAT KEVIN M. HANNABLE	22205	CIVIL	
DEL KENNETH E. ARNOLD	18888	CIVIL	
MAK NICHOLAS K. KUFELDT	22059	CIVIL	
[illegible]	[illegible]	[illegible]	[illegible]

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	11/21/18	MGR	A
REVISED PER REVIEW	05/31/19	NEK	B
ISSUED FOR CONSTRUCTION	06/07/19	NEK	0
REVISED PER NEW SITES	07/09/19	NEK	1

APPLICANT SITE NAME:
KCYC TOWN CENTER PLAZA

APPLICANT LOCATION NUMBER:
140790

SITE ADDRESS:
11620 ASH STREET
LEAWOOD, KS
66211

SHEET DESCRIPTION:
EME REPORT
(2 OF 2)

DWG INFORMATION:
DRAWN BY: MH
CHECKED BY: CG

SHEET NUMBER:
RF-2.0

SSC

verizon

Site No: 140790
Leawood, Kansas
66211

Disclaimer: This photo simulation is a depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

EXISTING VIEW LOOKING WEST

PROPOSED VIEW LOOKING WEST

SSC

verizon

Site No: 140790
Leawood, Kansas
66211

Disclaimer: This photo simulation is a depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

EXISTING VIEW LOOKING NORTH

SSC

verizon

Site No: 140790
Leawood, Kansas
66211

Disclaimer: This photo simulation is a depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

PROPOSED VIEW LOOKING NORTH

EXISTING VIEW LOOKING EAST

PROPOSED VIEW LOOKING EAST

verizon

Radio Frequency Exposure
FCC Compliance Assessment

☒ Pre-Activation ☐ Post-Activation

SITE-SPECIFIC-INFORMATION			
Site Name	Town Center Plaza	**Multi-Licensee Facility**	☐ YES ☒ NO
Street Address	11620 Ash St.	**Is Verizon a Significant Contributor To Co-Locator Areas Requiring Mitigation?**	☐ YES ☐ NO ☒ N/A
City, State, Zip	Leawood, KS 66211		
Verizon's Max % MPE (Measured - Occupational)	N/A	**Verizon's Max % MPE (Predictive - Occupational)**	168.59%
Structure Type	Rooftop	**Assessment Date**	N/A
Broadcast (AM/FM/TV) Co-Locators	☐ YES ☒ NO	**Assessment Purpose**	Modification
Total Access Points	1	**Total Report Revisions**	0
Original Report Date	5/30/2019	**Report Revision Date**	N/A
Compliance Status	☐ COMPLIANT AS DESIGNED ☐ COMPLIANT PER RF SAFETY PLAN SUBMISSION ☒ MITIGATION IS REQUIRED		

VERIZON'S WORST-CASE RF EMISSIONS IN ACCESSIBLE AREAS AT THIS FACILITY	
☐	BELOW the General Population MPE limit
☐	ABOVE the General Population MPE limit and BELOW the Occupational MPE limit
☒	ABOVE the Occupational MPE limit and BELOW 10x the Occupational MPE limit
☐	ABOVE 10x the Occupational MPE limit

Final Compliant Configuration							
	GUIDELINES	**NOTICE**	**CAUTION**	**WARNING**	**NOC INFO**	**BARRIER/MARKER**	
Access Point(s)	☒ [1]	☐ [#]	☐ [#]	☐ [#]	☒ [1]	☐	
Alpha	☒ [1]	☐ [#]	☒ [1]	☐ [#]	☐ [#]	☐	
Beta	☒ [1]	☐ [#]	☒ [1]	☐ [#]	☐ [#]	☐	
Gamma	☒ [1]	☐ [#]	☒ [1]	☐ [#]	☐ [#]	☐	

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location; Also in Sec. 4 (B)

Additional Compliance Requirements(s):
Based on the current predictive model, signage noted at the time of the previous site visit would be adequate. Verizon Wireless must verify the required signage is still in place and in good condition.

Consultant Legal Name	Radiofrequency Safety International Corporation	**Phone/Fax**	888-830-5648
Address	543 Main Street Kiowa, KS 67070		

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1. Introduction

Verizon Wireless has contracted with Radiofrequency Safety International Corporation, an independent Radio Frequency consulting firm, to conduct a **Radio Frequency Exposure (RFE) FCC Compliance Assessment** of the Town Center Plaza cell site. The following report contains a detailed summary of the Radio Frequency environment as it relates to Federal Communications Commission (FCC) and Occupational Safety & Health Administration (OSHA) Rules and Regulations for all individuals.

The **Verizon Wireless antenna data** was provided by:

Name	Hank Madden
Title	RF Engineer
Date	5/9/2019
Sub-Market	KS/MO

This compliance assessment and report has been **prepared and reviewed** by:

	Preparer	**Reviewer**
Name	Jamie Johnson	Shawn Sahadi
Title	Technical Associate	Technical Manager
Date	5/30/2019	5/30/2019

This report utilizes the following **for predictive modeling of the ambient RF environment**:
MPE Modeling Program: RoofMaster 12.0.4.27.16.z
Required Modeling Assumptions: 100% Duty Cycle and Maximum Total Power Output.

Additional Modeling Assumptions:

A RoofMaster® analysis has been performed for this site per the VZW policies. All VZW information has been supplied to RSI by VZW. Other carrier's data was determined as generic unless RSI had site specific information from another source. The RoofMaster® program depicts RF levels as a worst case scenario.

For other carriers at this site the use of "generic" as an antenna model or "unknown" for an operator means the information with regards to carrier, their FCC license and/or antenna information was not available nor could it be secured while on site. Equipment, antenna models and nominal transmit power were used for modeling, based on past experience with radio service providers.

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2. Existing Site Characteristics

a. Structure

Physical Description	Six-story hotel in a commercial area.
Single-Family Home	☐ YES ☒ NO
Latitude (NAD 83)	38.917137
Longitude (NAD 83)	-94.648159
Total Analyzed Elevations (Roof Levels)	1

b. Accessibility

A site visit was not performed to verify this information.

Did the property owner or agent of the property owner (e.g. a security guard) grant you access to the rooftop?	N/A
If not - were you required to be escorted by Verizon personnel in order to gain access?	N/A
Were you required to provide any proof of identity to gain access?	N/A
What specific documents were required in order to gain access?	N/A
All access points locked at time of assessment?	N/A
All access points alarmed at time of assessment?	N/A
Were there any broken locks or inoperable alarms on any of the access points to the rooftop?	N/A
Were there any access issues caused by either the property owner or agent of the property owner?	N/A
Additional Notes: N/A	

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c. Existing Verizon Observations

A site visit was not performed to verify this information.

Existing Observations						
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER
Access Point(s)						☐
Alpha						☐
Beta						☐
Gamma						☐

NOTE: The table above represents EXISTING compliance items implemented at this location.

Are Verizon signs posted on the front, back and sides of antenna arrays where possible?	☐ YES ☐ NO
Are Verizon signs visible from all areas of approach?	☐ YES ☐ NO
Are there any broken, damaged or illegible Verizon signs?	☐ YES ☐ NO
Are there any broken or damaged Verizon physical barriers?	☐ YES ☐ NO
Are there any Verizon indicative markers in need of repair or replacement?	☐ YES ☐ NO

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d. Antenna Inventory

Z-height represents the distance from the nearest walking surface to the _____ of the antenna.	☐ **Bottom** ☒ **Centerline** ☐ **Top**
NON-Verizon Co-locator Data	☒ **Estimates** ☐ **Actual Data**

Reference Plane: Main Roof

Ant Num	ID	Name	(MHz) Freq	Power	Carriers	Loss	EIRP	ERP	Mfg	Model	(ft) X	(ft) Y	(ft) Z	Gain in dbd	Orientation	ON flag	Horizontal Beam Width	Downtilt	Length	Screen Orientation
1	1	Verizon	2100	60	4	0.3	14623.62662	8914	KATHREIN	80010510V01 02DT 2100	99.1	16.6	7	16	90	ON•	62.4	0	1.38938	90
2	2	Verizon	700	60	2	0.2	3751	2286.552862	COMMSCOPE	LNX-6513DS-VTM 02DT 0700	99.1	13.2	7	13	90	ON•	66	0	1.39446	90
3	3	Verizon	Inactive						KATHREIN	80010510V01 00DT 1900	99.1	9.4	7			OFF•			1.38938	90
4	4	Verizon	28000	0.1659	8	0	1006.42223	613	ERICSSON	SON AIR5331 VZW	99.1	7.2	7	26.65	90	ON•	4	0	0.6091	90
5	5	Verizon	700	60	2	0.2	3751	2286.552862	COMMSCOPE	LNX-6513DS-VTM 02DT 0700	99.1	5.5	7	13	90	ON•	66	0	1.39446	90
6	6	Verizon	Inactive						KATHREIN	80010510V01 00DT 1900	88.9	3.4	7			OFF•			1.38938	195
7	7	Verizon	28000	0.1659	8	0	1006.42223	613	ERICSSON	SON AIR5331 VZW	85.9	3.4	7	26.65	195	ON•	4	0	0.6091	195
8	8	Verizon	700	60	2	0.2	3751	2286.552862	COMMSCOPE	LNX-6513DS-VTM 02DT 0700	83.8	3.4	7	13	195	ON•	66	0	1.39446	195
9	9	Verizon	2100	60	4	0.3	14623.62662	8914	KATHREIN	80010510V01 02DT 2100	78.7	3.4	7	16	195	ON•	62.4	0	1.38938	195
10	10	Verizon	700	60	2	0.2	3751	2286.552862	COMMSCOPE	LNX-6513DS-VTM 02DT 0700	74	3.4	7	13	195	ON•	66	0	1.39446	195
11	11	Verizon	Inactive						KATHREIN	80010510V01 00DT 1900	61.2	4.7	7			OFF•			1.38938	285
12	12	Verizon	28000	0.1659	8	0	1006.42223	613	ERICSSON	SON AIR5331 VZW	61.2	6.8	7	26.65	285	ON•	4	0	0.6091	285
13	13	Verizon	700	60	2	0.2	3751	2286.552862	COMMSCOPE	LNX-6513DS-VTM 02DT 0700	61.2	8.9	7	13	285	ON•	66	0	1.39446	285
14	14	Verizon	2100	60	4	0.3	14623.62662	8914	KATHREIN	80010510V01 02DT 2100	61.2	12.8	7	16	285	ON•	62.4	0	1.38938	285
15	15	Verizon	700	60	2	0.2	3751	2286.552862	COMMSCOPE	LNX-6513DS-VTM 02DT 0700	61.7	17	7	13	285	ON•	66	0	1.39446	285

3. Analysis

A site visit was not performed to complete this information.

Could field measurements be taken in areas with Verizon antennas?	☐ YES ☐ NO
Describe why measurements could not be taken - if applicable.	
Adjacent Structure(s)	☐ Touching ☐ Potential Concern ☐ No Concern
If the structure is a Single-Family Residential Home, were measurements taken inside the residence?	☐ YES ☐ NO
Field Measurement Equipment	☐ Broadband ☐ Narrowband
Field Measurement Start Time	N/A
Field Measurement End Time	N/A
Location Broadband Equipment Zeroed	N/A

a. Field Measurements:

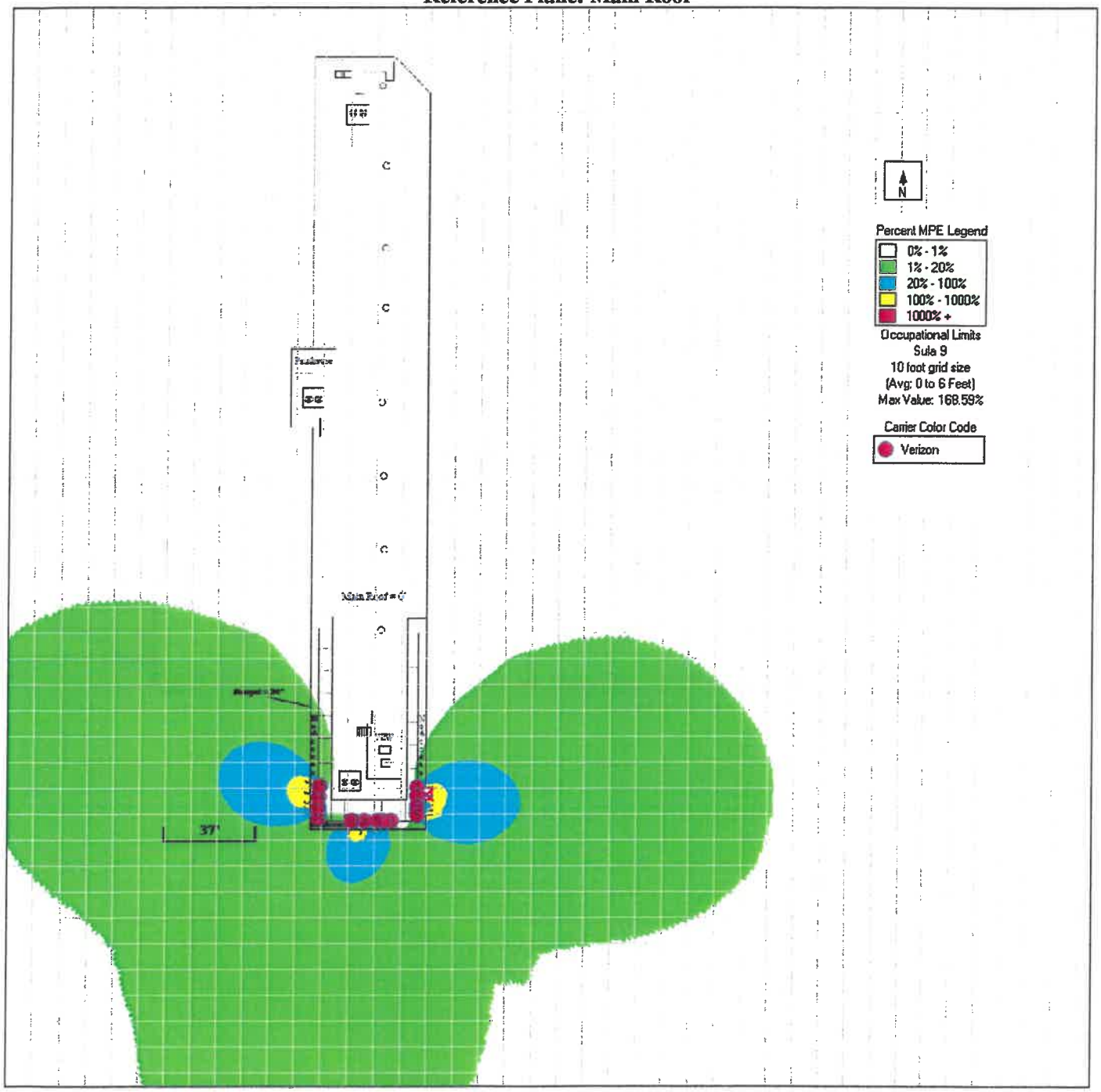
N/A

Confidential & proprietary material for authorized Verizon Wireless personnel only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement. | Verizon Wireless

b. Predictive Model: All Transmitters

Is the area being modeled completely INACCESSIBLE to members of the general population (including untrained maintenance workers)?	☐ YES ☒ NO

Reference Plane: Main Roof



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4. **Conclusion**
a. **Conclusion Narrative**

Description of MPE-Limit Exceeding Areas:
Areas directly in front of Verizon Wireless' Alpha, Beta, and Gamma Sectors exceed the FCC Controlled/ Occupational limits.

Potentially Non-Compliant Co-Locator Areas: Verizon Responsibility
The following table represents potentially non-compliant co-locators for which Verizon is a 5% General Population MPE (1% Occupational MPE) contributor.

AT&T	T-Mobile	Sprint	US Cellular	Unknown	Other
☐	☐	☐	☐	☐	

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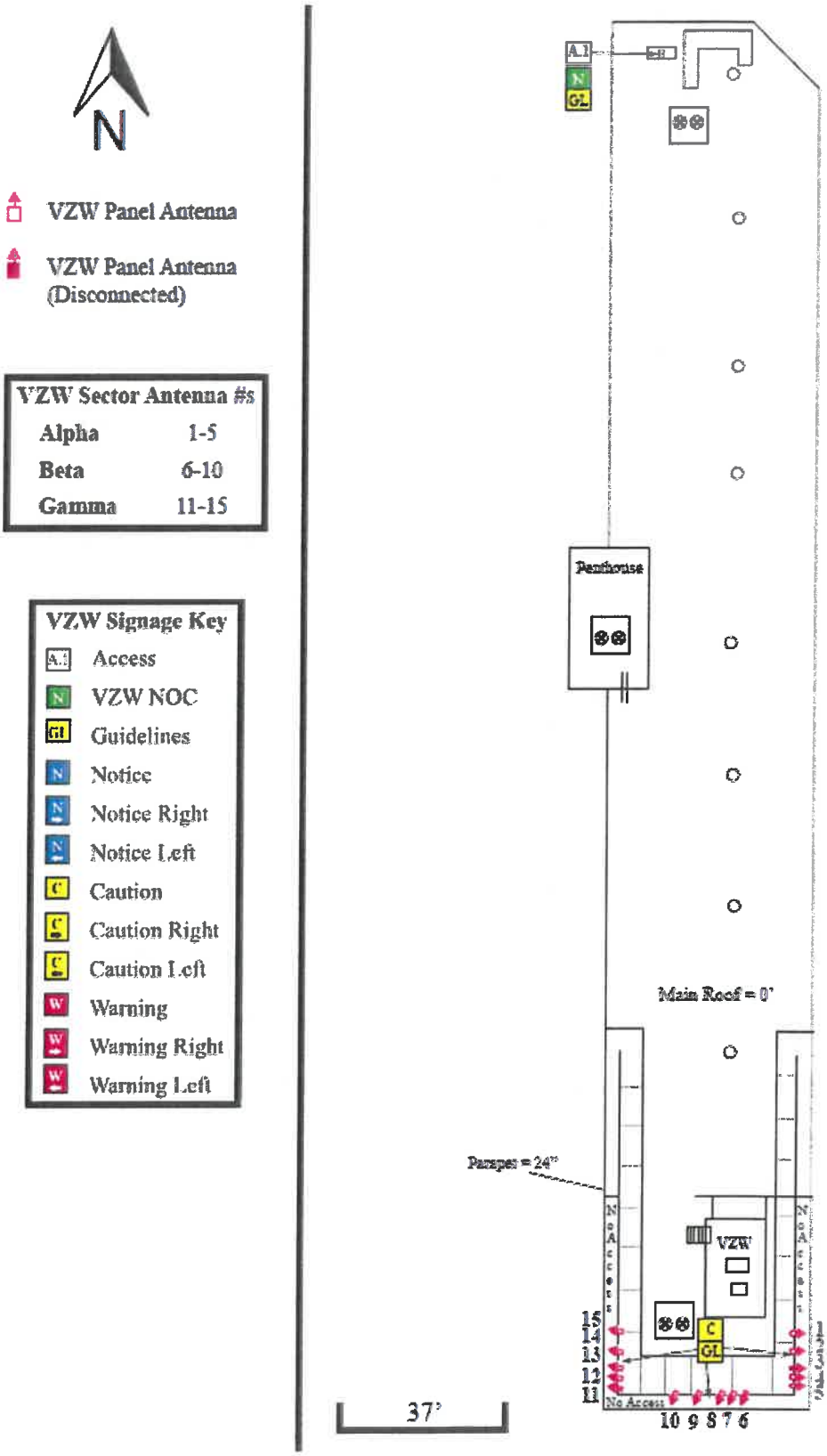
b. Signage/Barrier Diagram



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Final Compliant Configuration							
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER	
Access Point(s)	☒ [1]	☐ [#]	☐ [#]	☐ [#]	☒ [1]	☐	
Alpha	☒ [1]	☐ [#]	☒ [1]	☐ [#]	☐ [#]	☐	
Beta	☒ [1]	☐ [#]	☒ [1]	☐ [#]	☐ [#]	☐	
Gamma	☒ [1]	☐ [#]	☒ [1]	☐ [#]	☐ [#]	☐	

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location.

c. Signage/Barrier Installation Detail

Mitigation Actions Required/Taken												
	GUIDELINES		NOTICE		CAUTION		WARNING		NOC INFO		BARRIER/MARKER	
Access Point(s)											☐	
Alpha											☐	
Beta											☐	
Gamma											☐	
	ADD	REM	ADD	REM	ADD	REM	ADD	REM	ADD	REM	ADD ONLY	

NOTE: The table represents either the signage/barriers installed / removed OR items required by the market (if mitigation is not installed by consultant/vendor).

SPECIAL MITIGATION INSTRUCTIONS	
Items to be Installed	
Items to be **Removed**	
Items to be **Repaired/Replaced**	

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5. Appendix A: Site Photos

A site visit was not performed to take photos of the site.

a. Structure

b. Access Point(s)

c. Individual Sectors

d. Miscellaneous

6. Appendix B: Survey Methodology

a. Survey Procedures

N/A

b. Survey Equipment Certification

N/A

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7. Appendix C: RF Consultant Certifications

a. Preparer Certification

I, Jamie Johnson, the preparer of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.

b. Reviewer Certification

I, Shawn Sahadi, the reviewer and approved of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.

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8. Appendix D: Reference Information

a. FCC Rules & Regulations

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards "incorporate prudent margins of safety." The following represents explanations of the most applicable information:

Two Classifications for Exposure Limits

Occupational – Applies to situations in which persons are "exposed as a consequence of their *employment*" and are "*fully aware* of the potential for exposure and can *exercise control* over their exposure".	General Population – Applies to situations in which persons are "exposed as a consequence of their employment *may not be made fully aware* of the potential for exposure or *cannot exercise control* over their exposure". Generally speaking, those without significant and documented RF Safety & Awareness training would be in the General Population classification.

Environment Classification

Controlled – Applies to environments that are restricted or "controlled" in order to prevent access from members of the General Population classification.	Uncontrolled – Applies to environments that are unrestricted or "uncontrolled" that allow access from members of the General Population classification.

Limits for Occupational/Controlled Exposure		
Frequency Range (MHz)	**Power Density (S) (mW/cm^2)**	**Averaging Time $\|E\|^2$, $\|H\|^2$, or S (minutes)**
300-1500	f/300	6
1500-100,000	5	6
Limits for General Population/Uncontrolled Exposure		
Frequency Range (MHz)	**Power Density (S) (mW/cm^2)**	**Averaging Time $\|E\|^2$, $\|H\|^2$, or S (minutes)**
300-1500	f/1500	30
1500-100,000	1	30
f = frequency in MHz		

Significant Contribution to the RF Environment

Any carrier contributing an aggregate MPE percentage of *5* or more (to the applicable RF Environment Classification) is defined as a significant contributor. This means that if any area is determined to be out of compliance with FCC rules, all significant contributors are jointly responsible for correcting any deficiencies.

b. Occupational Safety and Health Administration (OSHA) Requirements

A formal adopter of FCC Standards, OSHA stipulates that those in the Occupational classification must complete training in the following: RF Safety, RF Awareness, and Utilization of Personal Protective Equipment. OSHA also provides options for Hazard Prevention and Control:

Hazard Prevention	Control
• Utilization of good equipment • Enact control of hazard areas • Limit exposures • Employ medical surveillance and accident response	• Employ Lockout/Tag out • Utilize personal alarms & protective clothing • Prevent access to hazardous locations • Develop or operate an administrative control program

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c. RF Signage

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. These areas must be demarcated by conspicuously posted signage that identifies the potential exposure. Signage MUST be viewable regardless of the viewer's position.

GUIDELINES	NOTICE	CAUTION	WARNING
This sign will inform anyone of the basic precautions to follow when entering an area with transmitting radiofrequency equipment.	This sign indicates that RF emissions may exceed the FCC General Population MPE limit.	This sign indicates that RF emissions may exceed the FCC Occupational MPE limit.	This sign indicates that RF emissions may exceed at least 10x the FCC Occupational MPE limit.

NOC INFORMATION	
Information signs are used as a means to provide contact information for any questions or concerns. They will include specific cell site identification information and the Verizon Wireless Network Operations Center phone number.	

d. Physical Barriers

Physical barriers are control measures that require awareness and participation of personnel. Physical barriers are employed as an additional administration control to complement RF signage and physically demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example**: chain-connected stanchions

e. Indicative Markers

Indicative markers are visible control measures that require awareness and participation of personnel, as they cannot physically prevent someone from entering an area of potential concern. Indicative markers are employed as an additional administration control to complement RF signage and visually demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example**: paint stripes

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June 14, 2019

Attn: Brenda Clemons – Network Real Estate Team
Verizon Wireless – KSMO & MTN Submarkets
500 Technology Drive
Weldon Spring, MO 63304

Re: Verizon Site Name: 140790, KCYC Town Center Plaza
Site Address: 11620 Ash St., Leawood, KS 66211
Structure: Existing Building

Dear Ms. Clemons,

As requested, Selective Site Consultants, Inc. (SSC) has reviewed documents regarding the subject site in order to assess its structural capability to support the proposed antenna loadings. Documents reviewed include 2019 SSC Rev 1 drawings (5G Modification), Verizon Wireless RFDS dated 05-09-19, SSC structural report dated 12-13-18, and photos.

FINAL VERIZON LOADING CONFIGURATION

E/P[1]	Qty.	Manufacturer	Appurtenance Model	Dimensions (HxWxD, Wt.)	CL Elev.	Azimuth
P	3	Ericsson	Air 5331	24.0"x12.0"x5.0" 30.0#	81'-6"	90°, 195°, 285°
P	1	RFS	DB-C1-12C-24AB-0Z	29.5"x16.5"x12.6" 32.0#	81'-6"	TBD
E	6	Andrew	LNX-6531DS-A1M	54.7"x11.9"x7.1" 30.4#	81'-6"	90°, 195°, 285°
E	6	Kathrein	80010510V01	54.7"x12.7"x2.8" 37.5#	81'-6"	90°, 195°, 285°
E	4	RFS	DB-B1-6C-12AB-0Z	19.2"x15.7"x10.3" 21.4#	81'-6"	90°, 195°, 285°
E	3	Ericsson	RRUS 12	16.5"x18.0"x6.3" 57.9#	81'-6"	90°, 195°, 285°
E	3	Ericsson	RRUS 13 w/ A2 Module	19.7"x17.0"x7.2" 72.0#	81'-6"	90°, 195°, 285°

Notes:
1. P = Proposed, E = Existing

7171 WEST 95TH STREET, SUITE 600
OVERLAND PARK, KANSAS 66212

p 913.438.7700
f 913.438.7777
ssc.us.com

MOUNTING CONFIGURATION

The proposed appurtenances are to be mounted on proposed pipe mounts existing antenna support frames. See 2019 SSC Rev 1 drawings for antenna location. The pipe mounts are to be attached to the antenna support frame with Commscope cross over plates (Model Number XP3030) or approved equivalent. The actual loads will be less than the allowable tension and shear capacities of the crossover brackets. Therefore, the mounts are adequate to support the proposed loading configuration.

STRUCTURE

The existing structure is a screen wall located on the roof of an existing structure. The proposed antennas are to be mounted behind the RF transparent screen wall on existing antenna support frames at a center line of 81'-6".

Due to the antenna being mounted behind the screen wall, the increase in lateral load will be insignificant and will not increase the overall lateral load beyond the code allowable. Per IBC 2012 Section 3404, the allowable increase in lateral load on any structural member is 10% before requiring modification. Therefore, the overall building structure will be adequate to support the proposed final Verizon Wireless loading configuration.

The gravity load increase due to the addition of the proposed Verizon Wireless loading will be insignificant when compared to the overall gravity loads carried by the structure. Per IBC 2012 Section 3404, the allowable increase in gravity load on any structural member is 5% before requiring modification. Therefore, the overall building structure will be adequate to support the proposed final Verizon Wireless loading configuration.

CONCLUSION

Assuming that the existing structure was built per all applicable codes and adequately supports the existing loads, it is the opinion of SSC that the existing structure will be adequate to support the existing other carrier loading along with the final Verizon Wireless loading configuration.

Thank you and please feel free to contact us if you require further information.

Sincerely,

Kristin E. Determan, E.I.T.

Kristin E. Determan, E.I.T.

Return to Agenda

7 U

City of Leawood Governing Body Staff Report

MEETING DATE: August 12, 2019
REPORT WRITTEN: July 24, 2019

LEAWOOD SUBDIVISION – LOT 674 – RESIDENTIAL EMERGENCY GENERATOR – REQUEST FOR APPROVAL OF A FINAL LANDSCAPE PLAN – Located north of 86th Street and west of Lee Blvd. – Case 72-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (5-0) of Case 72-19, Leawood Subdivision – Lot 674 – Residential Emergency Generator request for approval of Final Landscape Plan, with the following stipulations:

1. The project shall be limited to the installation of a 38KW emergency residential generator with landscaping for a single-family residence within the Leawood Subdivision – Lot 674, zoned R-1.
2. Per Section 16-4-1.3(A)(7)(g) of the Leawood Development Ordinance, noise from the generator shall be a maximum of 60 dbs at the property line, which shall be checked and verified at the time of final inspection of the generator. If it is determined that the noise from the permanently installed generator is greater than 60 dbs at the property line, noise mitigation shall be required to meet this requirement.
3. The landscaping screening the generator shall be installed and maintained in a manner that meets the requirements of the Leawood Development Ordinance, including being a minimum of 6" taller than the generator at the time of planting.
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 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 Jim Kiely with Larson Building Company, LLC.
- The property is owned by Lance Larson.

REQUEST:

- The applicant is requesting approval to replace an existing generator at the rear, southwest corner of the house, with a larger, 38 KW generator.

ZONING:

- The property is currently zoned R-1 (Planned Single Family Low-Density).

COMPREHENSIVE PLAN:

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

LOCATION:

SURROUNDING ZONING:

- North, South, East, and West — To the North, South, East, and West is the Leawood Subdivision, Zoned R-1 (Planned Single Family Low Density Residential)

SITE PLAN:

- Permanently installed generators for residential dwellings larger than 22 KW or 48 cu.ft. shall be required to be reviewed as part of the final landscape plan to address location, screening, and design subject to approval by the Governing Body after recommendation of the Planning Commission.
- A 38 KW generator for residential use is proposed at 8416 Ensley Lane (Leawood Subdivision – Lot 674), north of 86th Street and west of Lee Blvd.
- The generator is proposed to be 35" in width, 73.1" in length, and 46.1" in height, for a total of approximately 68.3 cubic feet.
- The generator shall be located in the rear yard of the home, adjacent to the dwelling. The generator will be less than 5' away from the main structure of the home.
- The manufacturer has stated the generator shall be a maximum of 64 dbs at 23 feet from the property line. The generator is setback 20' from the side property line. Landscaping is located around the generator to screen the generator from view and buffer the noise. The applicant is aware that the generator must be a maximum of 60 dbs at the property line, which will be checked and verified at the time of installation of the generator. If the generator is over the allotted 60 dbs noise mitigation must be provided to ensure that this requirement is met.
- Per the Leawood Development Ordinance, permanently installed generators for residential use must meet the following criteria, as defined in Section 16-4-1.3(A)(7).

Criteria Required	Compliance
Only in Rear Yard	Complies
Only powered by Propane or Natural Gas	Complies
Screened by either a fence not exceeding 4' in height or evergreen plantings	Complies

Criteria Required	Compliance
Not to be placed more than 5' from the primary structure	Complies
Not to encroach setbacks	Complies
Shall not exceed a noise level of 60 dbs at the property line	Compliance with this requirement will be checked and verified at installation of the generator

LANDSCAPING:

- Four existing evergreen arborvitaes screen the existing generator to a height of approximately 7 feet, a height taller than the generator.
- The evergreens are to remain in order to screen the replacement generator, and will exceed the height of the proposed generator.

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL LANDSCAPE PLAN FOR LEAWOOD SUBDIVISION – LOT 674 –EMERGENCY GENERATOR, LOCATED NORTH OF 86TH STREET AND WEST OF LEE BOULEVARD [PC CASE 72-19]

WHEREAS, the applicant submitted a request for approval of a Final Landscape Plan for a residential emergency generator;

WHEREAS such request for approval was presented to the Planning Commission on July 23, 2019; and

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

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

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

1. The project shall be limited to the installation of a 38KW emergency residential generator with landscaping for a single-family residence within the Leawood Subdivision–Lot 674, zoned R-1.
2. Per Section 16-4-1.3(A)(7)(g) of the Leawood Development Ordinance, noise from the generator shall be a maximum of 60 dbs at the property line, which shall be checked and verified at the time of final inspection of the generator. If it is determined that the noise from the permanently installed generator is greater than 60 dbs at the property line, noise mitigation shall be required to meet this requirement.
3. The landscaping screening the generator shall be installed and maintained in a manner that meets the requirements of the Leawood Development Ordinance, including being a minimum of 6" taller than the generator at the time of planting.
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 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 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

[SEAL]

_____
Peggy J. Dunn, Mayor

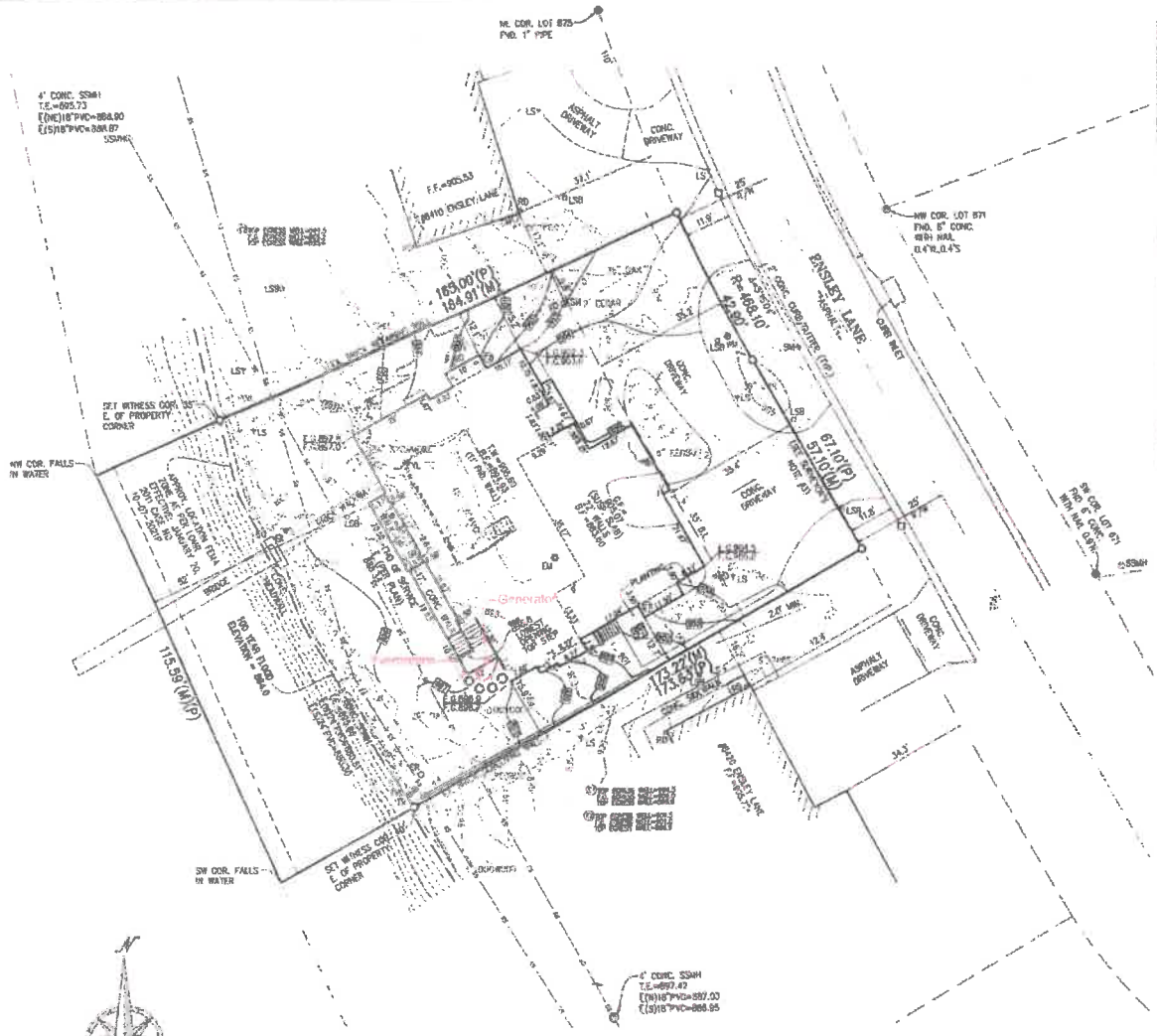
ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____

Patricia A. Bennett, City Attorney



SCALE: 1"=20'

0' 20' 40'

PREPARED FOR:

LARSON BUILDING COMPANY
8416 ENSLEY LANE
LEAWOOD, KS 66206

LEGEND

- ⊢ = FOUND CURB CUT
- ⊕ = FOUND SURVEY MONUMENT (ORIGIN UNKNOWN UNLESS DESCRIBED)
- □ = SET CURB CUT
- ○ = SET 1/2"x24" REBAR WITH "PHELPS LS-92" PLASTIC CAP
- ACU ⊠ = AIR CONDITIONING UNIT
- BM# ⊕ = BENCHMARK
- EM ⊠ = ELECTRIC METER
- ED ○ = ELECTRIC OUTLET
- ER □ = ELECTRIC RISER
- GM ○ = GAS METER
- GP ○ = GUARD POST
- LS ☤ = LAWN SPRINKLER
- LSB □ = LAWN SPRINKLER BOX
- MH ⊕ = MANHOLE
- RD □ = ROOF DRAIN
- SSMH ⊕ = SANITARY SEWER MANHOLE
- STMH ⊕ = STORM SEWER MANHOLE
- TR ⊕ = TELEPHONE RISER
- TVR ⊕ = TELEVISION RISER
- WM ⊕ = WATER METER
- WS ⊠ = WATER SPIGOT
- YL ⊕ = YARD LIGHT
- = BUSH
- = CEDAR OR EVERGREEN TREE
- = DECIDUOUS TREE
- F.F. = FINISH FLOOR
- B.L. = BUILDING LINE
- (P) = PLATTED
- (M) = MEASURED
- AE = APPARENT ENCROACHMENT
- = OVERHEAD POWER LINE
- = PROPERTY LINE
- = RIGHT OF WAY LINE
- = SANITARY SEWER LINE
- = STORM SEWER LINE

EXISTING CONDITIONS
TOTAL LOT AREA =20,588 SF (INCLUDING R/W)
TOTAL LOT AREA = 18,117 SF (WITHOUT R/W)
IMPERVIOUS AREA =9,605 SF (INCLUDING R/W)
IMPERVIOUS AREA =7,821 SF (WITHOUT R/W)
PERCENT IMPERVIOUS =46.7% (INCLUDING R/W)
PERCENT IMPERVIOUS = 43.2% (WITHOUT R/W)

PROPOSED CONDITIONS
TOTAL LOT AREA =20,588 SF (INCLUDING R/W)
TOTAL LOT AREA = 18,117 SF (WITHOUT R/W)
IMPERVIOUS AREA =9,700 SF (INCLUDING R/W)
IMPERVIOUS AREA =7,909 SF (WITHOUT R/W)
PERCENT IMPERVIOUS =47.1% (INCLUDING R/W)
PERCENT IMPERVIOUS = 43.7% (WITHOUT R/W)

LEGAL DESCRIPTION:

LOT 674, LEAWOOD, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

TITLE NOTE:

NO TITLE INFORMATION PROVIDED AND ON PERFORMED BY PHELPS ENGINEERING, INC.

EXISTING SANITARY SEWER LINES ARE COVERED BY A BLANKET EASEMENT ESTABLISHED IN DECLARATION OF RESTRICTIONS RECORDED IN BOOK 14, PAGE 114. TO THE BEST OF MY KNOWLEDGE THERE ARE NO DEFINED EASEMENTS FOR EITHER EXISTING SANITARY SEWER LINES.

FLOOD NOTE:

A PORTION OF THIS PROPERTY LIES WITHIN ZONE AE, DEFINED AS SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COMMUNITY NO. 200197, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0040G, AND DATED AUGUST 3, 2009

REVISED TO REFLECT LOMR EFFECTIVE: JANUARY 20, 2011 CASE NO. 10-07-2021P

SURVEY NOTES:

1. NOT ALL IMPROVEMENTS ARE SHOWN.
2. CONTOURS SHOWN HEREON ARE AT 1 FOOT INTERVALS.
3. LEAWOOD LOT 674 HAS BEEN SHORTENED ON THE EAST LINE OF LINE ALONG THE RIGHT-OF-WAY OF ENSLEY LANE PER ABSORPTION OF SHORTAGE DOCUMENT RECORDED IN BOOK 51 AT PAGE 29.

BENCHMARK:

1. SET "T" CUT BACK OF CURB MID LOT ON WEST SIDE OF ENSLEY LANE
   ELEVATION = 904.35

REVISED: 4-4-17
CITY COMMENTS

REVISED: 3-22-17
NEW HOUSE PLAN

REVISED: 3-13-17
NEW HOUSE PLAN

REVISED: 12-20-16
REVISED IMPERVIOUS AREA AND DRIVEWAY

NOTE: BASEMENT FLOOR OF GARAGE (SPORTS COURT) WILL NOT SEWER BY GRAVITY MEANS

JOHNNY B. RAY
LICENSED
LS-816
KANSAS
LAND SURVEYOR

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

PLANNING
ENGINEERING
IMPLEMENTATION

PLOT PLAN

LOT 674, LEAWOOD
CITY OF LEAWOOD, JOHNSON COUNTY, KS
#8416 ENSLEY LANE

PROJECT NO. 150373
DATE: 12-15-16
DRAWN: BJR
CERTIFICATE OF AUTHORIZATION
CERTIFICATE OF AUTHORIZATION

SHEET
1
OF 1

"SERVER\Projects\P\150373\Dwg\150373-PP.dwg Layout: 1 Apr 04, 2017 - 4:10pm Bradley Kuhl

Protector® QS Series

GENERAC®

PROTECTOR® QS SERIES
Standby Generators
Liquid-Cooled Gaseous Engine

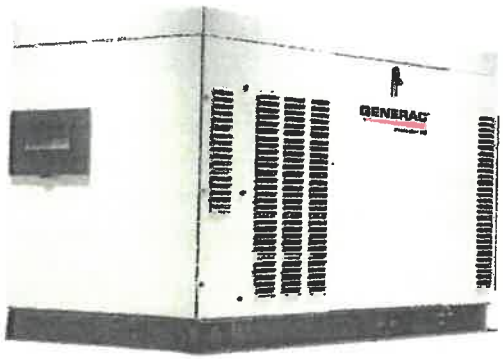
INCLUDES:

- Two-Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/ French/Portuguese) with external viewing window for easy indication of generator status and breaker position.
- True Power™ Electrical Technology
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 5 Year Limited Warranty
- UL 2200 Listed
- Capability to be installed within 18" (457) mm of a building*

*Only if located away from doors, windows, and fresh air intakes, and unless otherwise directed by local codes.

Standby Power Rating

Model RG022 (Aluminum - Bisque) - 22 kW 60 Hz
Model RG027 (Aluminum - Bisque) - 27 kW 60 Hz
Model RG032 (Aluminum - Bisque) - 32 kW 60 Hz
Model RG038 (Aluminum - Bisque) - 38 kW 60 Hz
Model RG048 (Aluminum - Bisque) - 48 kW 60 Hz



QUIET TEST.

Meets EPA Emission Regulations
22 & 27 kW are CA/MA emissions compliant
32 & 38 kW not for sale in CA / MA

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.

- **TEST CRITERIA:**
  - ✓ **PROTOTYPE TESTED**
  - ✓ **SYSTEM TORSIONAL TESTED**
  - ✓ **NEMA MG1-22 EVALUATION**
  - ✓ **MOTOR STARTING ABILITY**

- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

GENERAC® ISO 9001:2008

GENERAC®

22 • 27 • 32 • 38 • 48 kW

application & engineering data

GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H (22 & 27 kW) or F (32, 38 & 48 kW)
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire
Bearings	Sealed Ball
Coupling	Flexible Disc
Excitation System	Direct

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2.5 Amp
Recommended Battery (battery not included)	Group 26 (22, 27, 32 & 38 kW) or Group 24F (48 kW), 525CCA
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated.
Class F insulation is NEMA rated
All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

ENGINE SPECIFICATIONS: 22, 27, 32 & 38 kW

Make	Generac
Model	In-line
Cylinders	4
Displacement (Liters)	2.4
Bore (in/mm)	3.41/86.5
Stroke (in/mm)	3.94/100
Compression Ratio	9.5:1
Intake Air System	Naturally Aspirated (22 & 27 kW) or Turbocharged/Aftercooled (32 & 38 kW)
Lifter Type	Hydraulic

ENGINE SPECIFICATIONS: 48 kW

Make	Generac
Model	V-Type
Cylinders	8
Displacement (Liters)	5.4
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	4/3.8 (22, 27, 32 & 38 kW) or 6/5.7 (48 kW)

ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	1980 - 22 & 27 kW 1500 - 32 & 38 kW 1954 - 48 kW
Fan Diameter (in/mm)	18.1/459.7 (22 & 27 kW) or 22/558.8 (32, 38 & 48 kW)
Fan Mode	Pusher (22 & 27 kW) or Puller (32, 38 & 48 kW)

FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	5-14" water column/9-26 mm HG
LP Fuel Pressure	11 - 14" Water Column
NG Fuel Pressure	5 - 14" Water Column

22 • 27 • 32 • 38 • 48 kW

operating data

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
RG022	120/240 V, 1Ø, 1.0 pf	22	92	22	92	100
	120/208 V, 3Ø, 0.8 pf	22	76	22	76	80
	120/240 V, 3Ø, 0.8 pf	22	66	22	66	80
RG027	120/240 V, 1Ø, 1.0 pf	27	113	25	104	125
	120/208 V, 3Ø, 0.8 pf	27	94	25	87	100
	120/240 V, 3Ø, 0.8 pf	27	81	25	75	90
RG032	120/240 V, 1Ø, 1.0 pf	32	133	32	133	150
	120/208 V, 3Ø, 0.8 pf	32	111	32	111	125
	120/240 V, 3Ø, 0.8 pf	32	96	32	96	100
	277/480 V, 3Ø, 0.8 pf	32	48	32	48	60
RG038	120/240 V, 1Ø, 1.0 pf	38	158	38	158	175
	120/208 V, 3Ø, 0.8 pf	38	132	38	132	150
	120/240 V, 3Ø, 0.8 pf	38	114	38	114	125
	277/480 V, 3Ø, 0.8 pf	38	57	38	57	60
RG048	120/240 V, 1Ø, 1.0 pf	48	200	48	200	200
	120/208 V, 3Ø, 0.8 pf	48	167	48	167	175
	120/240 V, 3Ø, 0.8 pf	48	144	48	144	150
	277/480 V, 3Ø, 0.8 pf	48	72	48	72	80

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
RG022	120/240 V, 1Ø	55	135
	120/208 V, 3Ø	40	92
	120/240 V, 3Ø	35	80
RG027	120/240 V, 1Ø	62	170
	120/208 V, 3Ø	70	120
	120/240 V, 3Ø	61	103
RG032	120/240 V, 1Ø	75	180
	120/208 V, 3Ø	87	210
	120/240 V, 3Ø	75	182
	277/480 V, 3Ø	36	87
RG038	120/240 V, 1Ø	75	180
	120/208 V, 3Ø	87	210
	120/240 V, 3Ø	75	182
	277/480 V, 3Ø	36	87
RG048	120/240 V, 1Ø	85	195
	120/208 V, 3Ø	90	218
	120/240 V, 3Ø	78	189
	277/480 V, 3Ø	36	87

ENGINE FUEL CONSUMPTION

		Natural Gas			Propane	
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
RG022	Exercise cycle	42	1.2	0.44	1.7	16
	25% of rated load	100	2.8	1.1	4.2	40
	50% of rated load	190	5.4	2.1	7.8	75
	75% of rated load	255	7.2	2.8	10.5	101
	100% of rated load	316	9	3.4	13	125
RG027	Exercise cycle	42	1.2	0.44	1.7	16
	25% of rated load	108	3.1	1.2	4.5	43
	50% of rated load	197	5.6	2.1	8.1	78
	75% of rated load	287	8.2	3.1	11.8	114
	100% of rated load	359	10.2	3.9	14.8	143
RG032	Exercise cycle	79	2.2	0.8	3.2	30
	25% of rated load	144	4.1	1.7	6.3	60
	50% of rated load	226	6.4	2.7	10.3	97
	75% of rated load	298	6.4	3.7	13.9	132
	100% of rated load	375	10.6	4.6	17.5	166
RG038	Exercise cycle	83	2.3	0.9	3.2	31
	25% of rated load	162	4.6	1.7	6.6	62
	50% of rated load	255	7.2	2.9	10.8	103
	75% of rated load	345	9.8	4	15	142
	100% of rated load	437	12.4	5.2	19	185
RG048	Exercise cycle	95	2.7	1	3.9	38
	25% of rated load	204	5.8	2.16	8.5	82
	50% of rated load	392	11.1	4.14	15.7	151
	75% of rated load	547	15.5	5.8	22.8	220
	100% of rated load	756	21.5	7.96	31.3	302

Note: **Fuel pipe must be sized for full load.**

For Btu content, multiply ft³/hr x 2520 (LP) or ft³/hr x 1000 (NG)

For megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG)

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

GENERAC

22 • 27 • 32 • 38 • 48 kW operating data

ENGINE COOLING

	22 kW	27 kW	32 & 38 kW	48 kW
Air flow (inlet air including alternator and combustion air in cfm/cmm)	2400/68	2400/68	2200/62.3	4350/123.2
System coolant capacity (gal/liters)	2.5/9.5	2.5/9.5	2.5/9.5	3/11.4
Heat rejection to coolant (BTU per hr/MJ per hr)	99,000/104.5	105,000/110.8	145,000/153	186,000/196.2
Maximum operation air temperature on radiator (°C/°F)	60/150			
Maximum ambient temperature (°C/°F)	50/140			

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	68/1.9	68/1.9	106/3	163/4.6

SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	61	61	58	63
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	70	70	64	68

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	165/4.7	180/5.1	300/8.5	414/11.7
Exhaust temperature at muffler outlet (°C/°F)	482/900	538/1000	579/1075	552/1025

ENGINE PARAMETERS

Rated Synchronous rpm	1800

POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration ..... 3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (22, 27 & 48 kW) ..... 1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (32 & 38 kW) ..... 1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

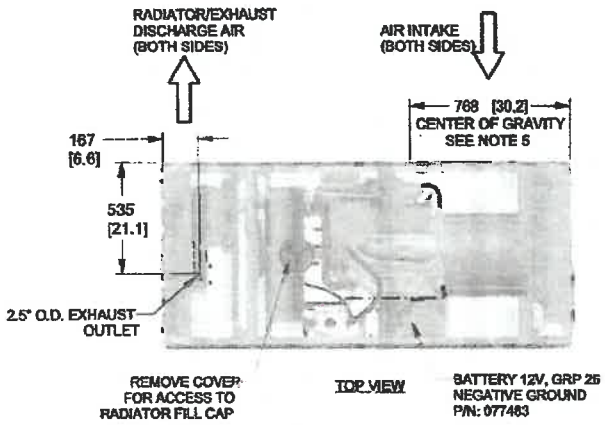
CONTROLLER FEATURES

Two-Line Plain Text LCD Display ..... Simple user interface for ease of operation.
Mode Switch: Auto ..... Automatic Start on Utility failure. 7 day exerciser
Off ..... Stops unit. Power is removed. Control and charger still operate.
Manual ..... Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds ..... 10 sec standard
Engine Start Sequence ..... Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up ..... 5 sec
Engine Cool-Down ..... 1 min
Starter Lock-out ..... Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger ..... Standard
Automatic Voltage Regulation with Over and Under Voltage Protection ..... Standard
Automatic Low Oil Pressure Shutdown ..... Standard
Overspeed Shutdown ..... Standard, 72 Hz
High Temperature Shutdown ..... Standard
Overcrank Protection ..... Standard
Safety Fused ..... Standard
Failure to Transfer Protection ..... Standard
Low Battery Protection ..... Standard
50 Event Run Log ..... Standard
Future Set Capable Exerciser ..... Standard
Incorrect Wiring Protection ..... Standard
Internal Fault Protection ..... Standard
Common External Fault Capability ..... Standard
Governor Failure Protection ..... Standard

GENERAC

22 • 27 • 32 • 38 • 48 kW available accessories

Model #	Product	Description
G006463-4	Mobile Link™	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified when a change in the generator's status occurs via e-mail or text message. Note: Harness Adapter Kit required. Available in the U.S. only.
G006478-0	Harness Adapter Kit	The Harness Adapter Kit is required to make liquid-cooled units compatible with Mobile Link™.
G005630-1 - 22, 27, 32 & 38 kW G005632-1- 48 kW	Cold Weather Kit	If the temperature regularly falls below 32 °F (0 °C), install a cold weather kit to maintain optimal battery temperature. Kit consists of battery warmer with thermostat built into the wrap.
G005616-0 - 22, 27, 32 & 38 kW G007088-0 - 48 kW	Extreme Cold Weather Kit	Recommended where the temperature regularly falls below 32 °F (0 °C) for extended periods of time. For liquid cooled units only.
G005651-0	Base Plug Kit	Add base plugs to the base of the generator to keep out debris.
G005703-0 - Bisque	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
G005656-0 - 22 & 27 kW G005984-0 - 32 & 38 kW G006205-0 - 48 kW	Scheduled Maintenance Kit	The Liquid-Cooled Scheduled Maintenance Kits offer all the hardware necessary to perform complete maintenance on Generac liquid-cooled generators.
G006664-0	Local Wireless Monitor	Completely wireless and battery powered, Generac's wireless remote monitor provides you with instant status information without ever leaving the house.
G006665-0	Wireless Remote Extension Harness	Recommended for use with the Wireless Remote on units up to 60 kW, required for use on units 70 kW or greater.
G006873-0	Smart Management Module (50 Amps)	Smart Management Modules are used in conjunction with the Automatic Transfer Switch to increase its power management capabilities. It provides additional power management flexibility not found in any other power management system.
G006510-0	E-Stop	E-stop allows for immediate fuel shutoff and generator shutdown in the event of an emergency.
G007005-0	Wi-Fi LP Fuel Level Monitor	The Wi-Fi enabled LP fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in making sure your generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify when your LP tank is in need of a refill.

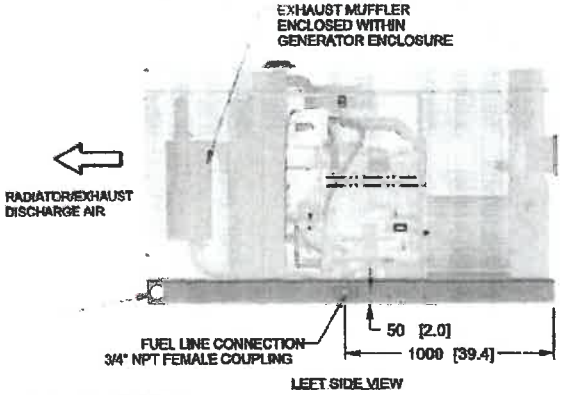


SERVICE ITEM	2.4L
OIL FILL CAP	EITHER SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	RIGHT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	LEFT SIDE
COOLANT RECOVERY BOTTLE	LEFT SIDE
RADIATOR FILL CAP ACCESS	ROOF TOP
AIR CLEANER ELEMENT	RIGHT SIDE
SPARK PLUGS	LEFT SIDE
MUFFLER	SEE NOTE 11
DRIVE BELT	EITHER SIDE
FAN BELT	SEE NOTE 11
BATTERY	LEFT SIDE

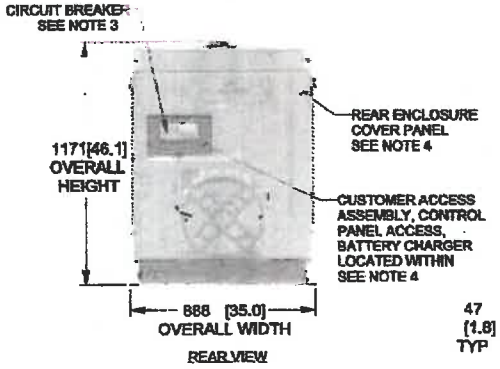
REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS.

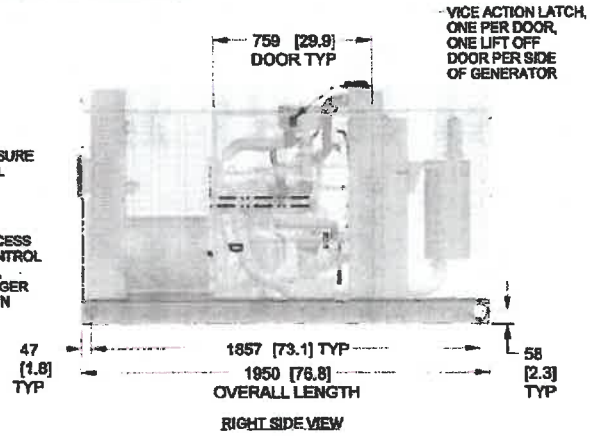
NOTES:

1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1194 (47") WIDE X 2255 (88.8") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
   - SEE SPECIFICATION SHEET OR OWNERS MANUAL
   - ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
4. REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
   - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, AND BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
   - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
5. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
6. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
7. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
8. MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
9. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST, SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
10. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
11. EXHAUST MUFFLER AND FAN BELT ARE ENCLOSED WITHIN GENERATOR ENCLOSURE, REMOVE FRONT PANEL TO ACCESS.



LIFTING PROVISIONS
(4 PLACES)
SEE NOTES 5, 7 AND
CENTER OF GRAVITY DIMENSIONS





WEIGHT DATA

ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG [LBS]	WEIGHT SHIPPING SKID KG [LBS]	SHIPPING WEIGHT KG [LBS]
2.4L 32KW	AL	556 [1225]	44 [98]	600 [1323]
2.4L 38KW	AL	560 [1236]	44 [98]	605 [1333]

DIMENSIONS: MM [INCH]

Existing Landscaping

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	August 12, 2019
Date of Memo:	July 29, 2019
Re:	Planning Commission Minutes

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

Return to Agenda

Staff Review

7.V.

Fact Sheet

SUBJECT: **DECLARE SURPLUS PROPERTY**
August 12, 2019

DISCUSSION

The Public Works Department requests the vehicles and equipment listed below be declared as surplus property.

Police Department
One (1) 2012 Chevrolet Caprice, Unit 9148, City Asset No. 1709, VIN #6G1MK5U22CL660172

One (1) 2014 Ford Police Interceptor-Taurus
Unit 9149, City Asset No. 1772
VIN #1FAHP2MT3EG127764

One (1) 2015 Ford Explorer, Unit 9151
City Asset No. 1925, VIN #1FM5K8ARXFGA66336

One (1) 2012 Chevrolet Caprice PPV Patrol,
Unit 9181, City Asset No. 1705,
VIN #6G1MK5U20CL660252

One (1) 2010 Chevrolet Impala, Unit 9192
City Asset No. 1503, VIN #2G1WA5EK4A1218942

Parks Department
One (1) 2008 Isuzu NPR-HD, Unit 9611
City Asset No. 01371, VIN #JALC4J16187002206

One (1) 2002 Ford Explorer, Unit 9631
City Asset No. 1244, VIN #1FMZU72E32ZC24242

Public Works Deparment
Four (4) Metal file cabinets, No City Asset No.
[five drawers each] 15"w x 26.5"d x 60"h

The vehicles and equipment will be sold through our public auction service-Purple Wave Auctions.

It is the recommendation of the Public Works Department that the Council approve the above items as surplus and authorize the Mayor to approve same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Declare Vehicles & Equipment as Surplus Property

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

n/a

FUND SOURCES

n/a

Date:	7/23/2019	Ready to be Auctioned:	
City ID:	Unit #9148	License Plate #:	n/a
VIN#:	6G1MK5U22CL660172	Asset No. 1709	
Department:	POLICE		
Description:	2012 Chevrolet Caprice PPV PATROL-black in color		
Current Mileage:	78,143		

Declared Surplus:	12-Aug-19
Sale Date:	TBD
	PURPLE WAVE
Sold For:	

Date:	7/23/2019	Ready to be Auctioned:		Declared Surplus: 12-Aug-19
City ID:	Unit 9149	License Plate #:	n/a	Sale Date: TBD
VIN#:	1FAHP2MT3EG127764	Asset No. 1772		PURPLE WAVE
Department:	POLICE			Sold For:
Description:	2014 FORD-POLICE INTERCEPTOR- Sedan (TAURUS)		black in color	
Current Mileage:	108,679			

Date:	7/23/2019	Ready to be Auctioned:	
City ID:	Unit #9151	License Plate #:	n/a
VIN#:	1FM5K8ARXFGA66336	Asset No. 1925	
Department:	POLICE		
Description:	2015 Ford-EXPLORER	Black in color	
Current Mileage:	131,116		

Declared Surplus:	12-Aug-19
Sale Date:	TBD
	PURPLE WAVE
Sold For:	

Date:	7/23/2019	Ready to be Auctioned:	
City ID:	Unit #9181	License Plate #:	n/a
VIN#:	6G1MK5U20CL660252	Asset No. 1705	
Department:	POLICE DEPT		
Description:	2012 Chevrolet CAPRICE PPV PATROL-black in color		
Current Mileage:	51,219		

Declared Surplus:	12-Aug-19
Sale Date:	TBD
	PURPLE WAVE
Sold For:	

Decals to be removed?

Equipment to be removed:

Date:	7/23/2019	Ready to be Auctioned:	
City ID:	Unit #9192	License Plate #:	n/a
VIN#:	2G1WA5EK4A1218942	Asset No. 1503	
Department:	POLICE DEPT		
Description:	2010 Chevrolet Impala-Silver in color	4 door	
Current Mileage:	84,196		

Decals to be removed?

Equipment to be removed:

Declared Surplus:	12-Aug-19
Sale Date:	TBD
	PURPLE WAVE
Sold For:	

Date:	7/22/2019	Ready to be Auctioned:	
City ID:	**9611**	License Plate #:	n/a
VIN#:	JALC4J16187002206 photo VIN shows: J87002206	Asset No. O1371	
Department:	Parks Maintenance		
Description:	2008 ISUZU NPR-HD C/CAB	White in color/Black cage	
Current Mileage:			

Declared Surplus:	12-Aug-19
Sale Date:	date
	PURPLE WAVE tbd
Sold For:	

Date:	7/23/2019	Ready to be Auctioned:	
City ID:	Unit 9631	License Plate #:	n/a
VIN#:	**1FMZU72E32ZC24242**	Asset No. 1244	
Department:	PARKS DEPT		
Description:	**2002 Ford Explorer-COLOR Dark Blue**		
Current Mileage:	62,090		

Declared Surplus:	12-Aug-19
Sale Date:	TBD
	PURPLE WAVE
Sold For:	

Date:	7/23/2019	Ready to be Auctioned:	YES
City ID:	none	License Plate #:	n/a
VIN#:	n/a	no asset numbers	
Department:	Public Works		
Description:	Four (4) Metal file cabinets-black in color	(5 drawers each)	
Current Mileage:	Locking-however may not have keys/ good condition, few scratches, very small dents		

15" W x 26.5" D x 60" H

Declared Surplus:	12-Aug-19
Sale Date:	TBD
	Purple Wave
Sold For:	

Return to Agenda

8.

James S. Zarr, M.D., P.A.
PHYSICAL MEDICINE AND REHABILITATION

4601 WEST 109TH STREET
SUITE 206
OVERLAND PARK, KS 66211
PH: (913) 339-6255
FAX: (913) 339-6224

Work

7-29-19

Dear Mayor Dunn,

Can something be done about the speeding bicyclists on the bike trails colliding into pedestrians + their dogs?

Respectfully,

James S. Zarr
(Resident of Leawood, Kansas)
12408 Delmar
Leawood, Kansas 66209
Cell Phone: 816 560-6861

Return to Agenda

Staff Review

Fact Sheet

12.

SUBJECT: **RESPONSE FROM THE STORMWATER MANAGEMENT COMMITTEE RE: DRAINAGE CONCERNS NEAR GEZER PARK / 13213 HOWE AUGUST 12, 2019**

DISCUSSION

The Stormwater Management Committee met on July 31, 2019, to review drainage concerns at Gezer Park and 13213 Howe, a property that sits north of the park in the Waterford Subdivision.

The property owner provided photos and was at the meeting to discuss the drainage on their property. Waterford was developed in the 1980's and at that time a portion of the undeveloped ground south of this subdivision drained north to 13213 Howe Drive. During the early 2000's the developer of Market Square constructed berms on what is now Gezer Park and water from the top of the berm flows north to 13213 Howe Drive.

Brian Anderson, Parks Superintendent, was at the Committee Meeting and advised they will adjust the irrigation zones in this area that borders the park. Staff advised that storm sewers could be constructed from Mission Road east to 13213 Howe to collect the runoff from the berms. The estimated cost is $110,000 and the project would be added to Mission Road (127th to 133rd) project in 2022. Staff recommends utilizing the 1/8th Cent Stormwater Fund for the proposed storm improvement.

After discussion the Committee made a recommendation that the City add a small storm drainage system in Gezer Park and include it with the Mission Road Improvements in 2022.

It is the recommendation of the Public Works Department that Council approved the Committee's recommendation for a drainage system.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Committee Recommendation

STAFF RECOMMENDATION

☐ For
☐ Against
☑ No position

COMMITTEE RECOMMENDATION

☑ For
☐ Against
☐ No position ☐ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

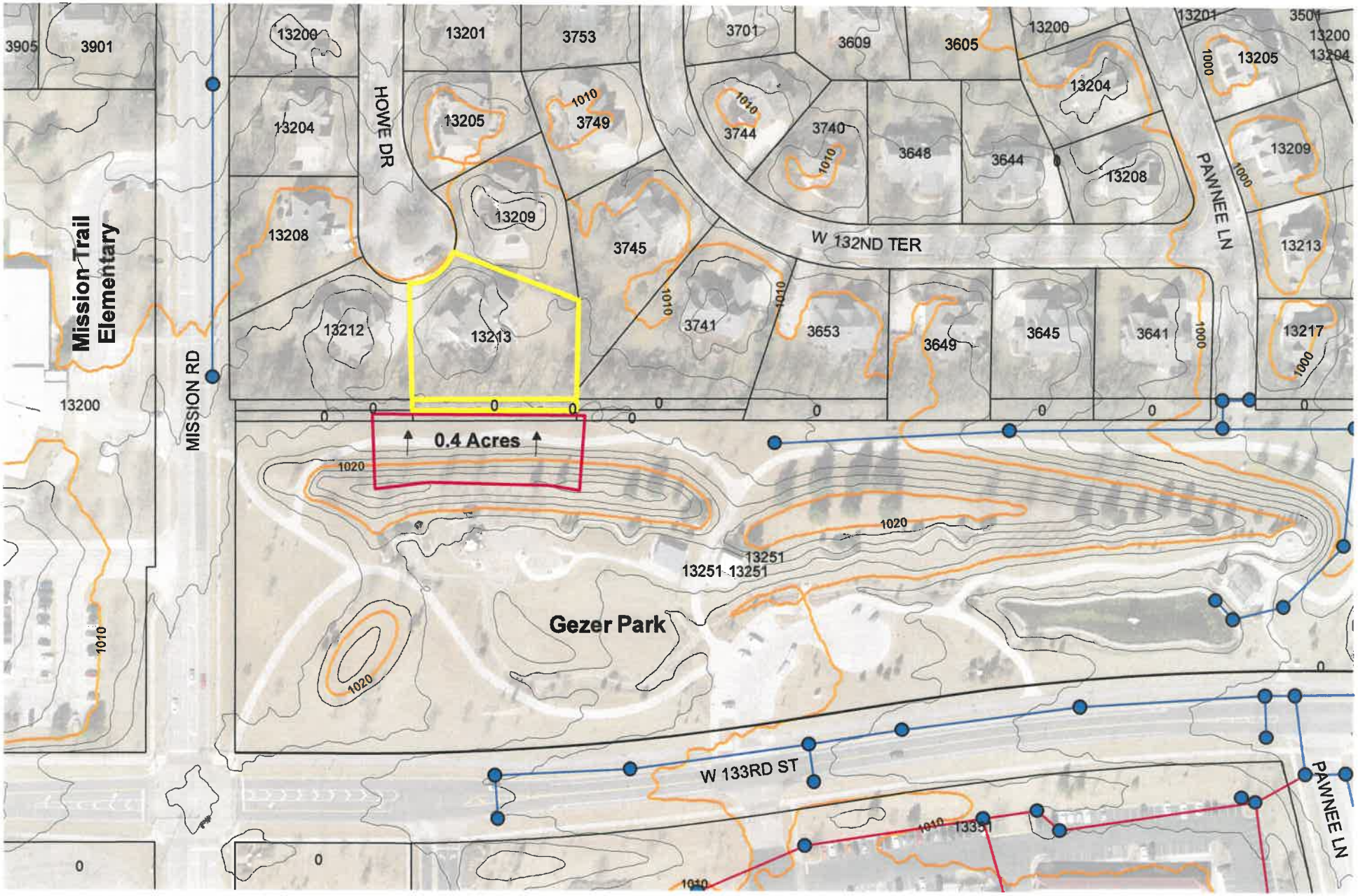
COSTS

Estimated $110,000.00

FUND SOURCES

Stormwater Funds 1/8 cent sales tax

13213 Howe Drive



Skip Wombolt photos
13213 Howe Drive
Leawood, KS
30 photos

RECEIVED
JUN 27 2019
PUBLIC WORKS

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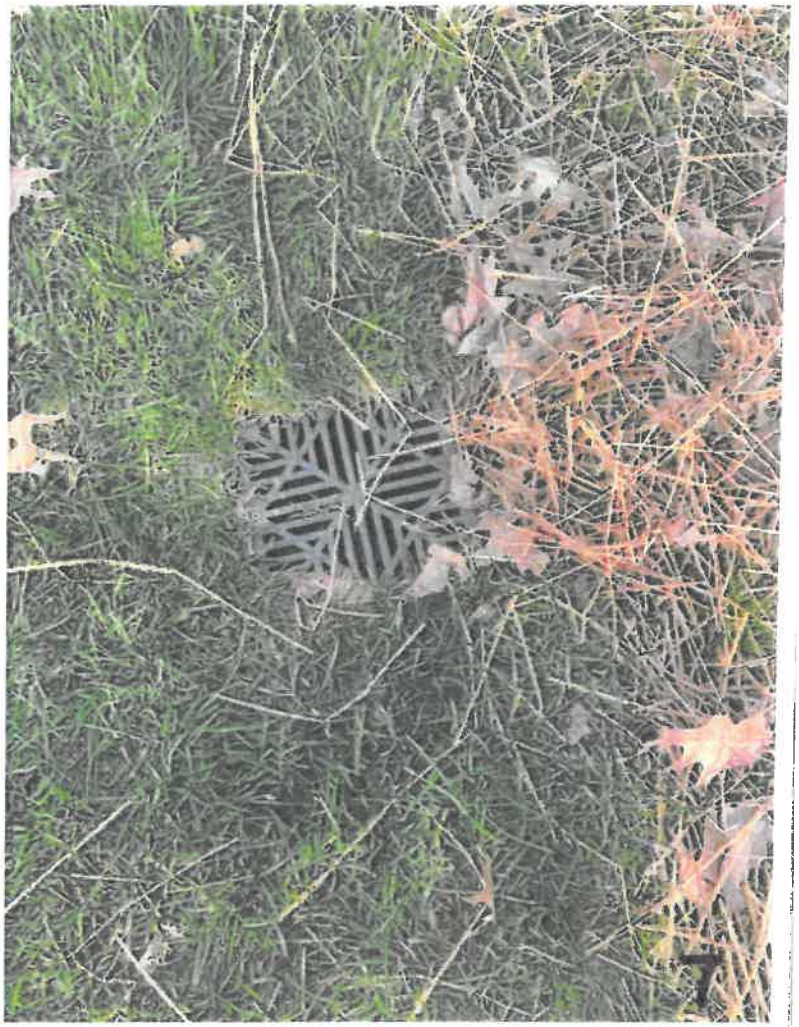
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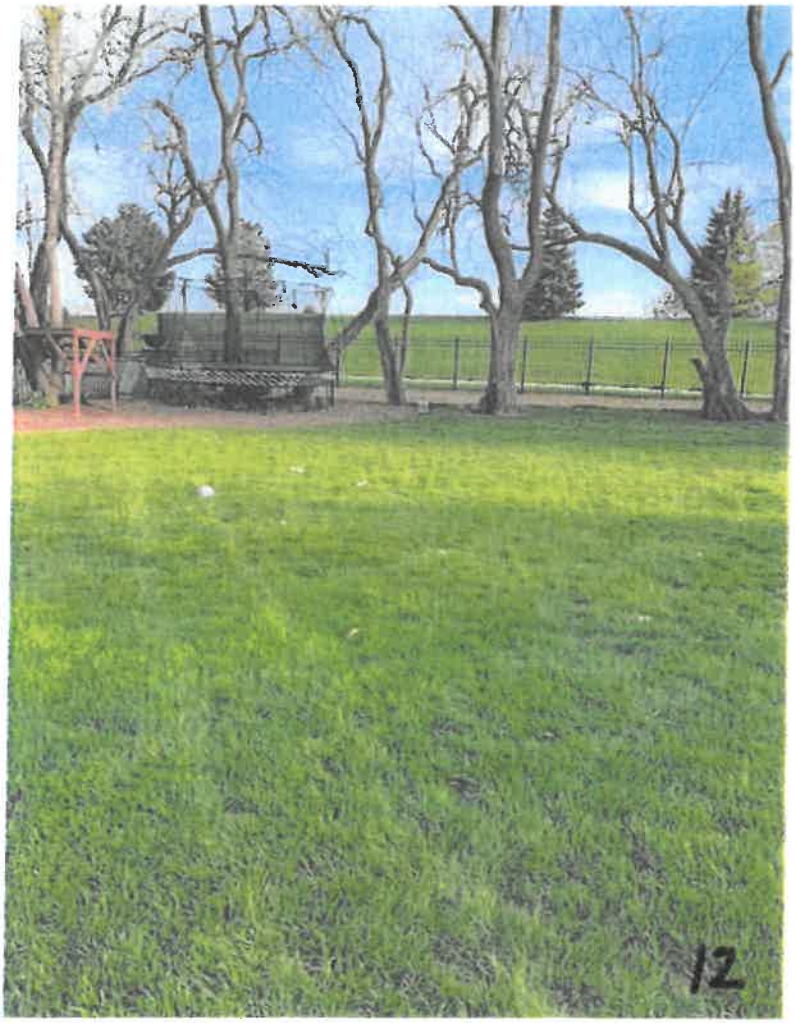
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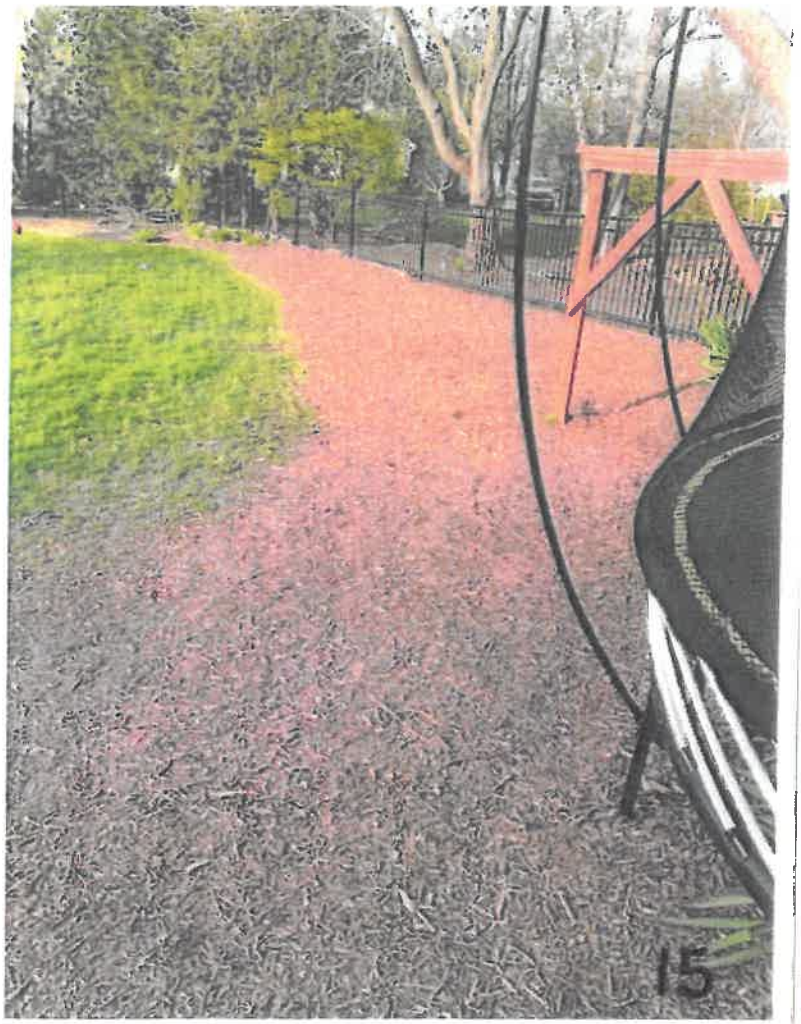
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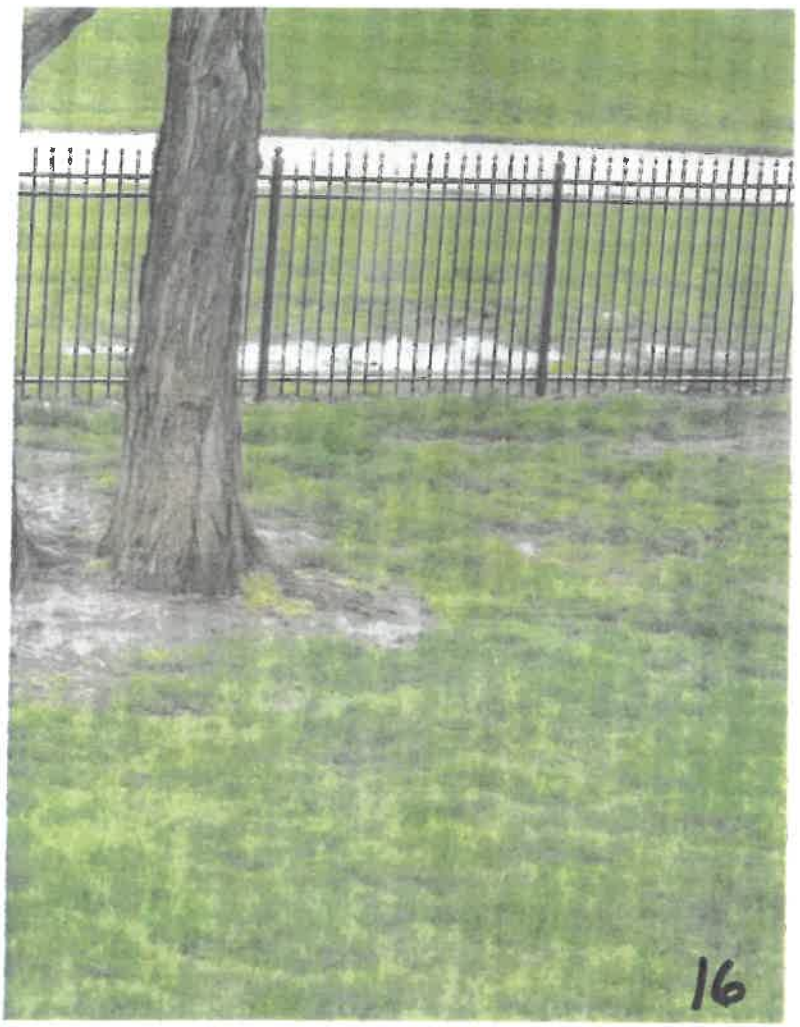
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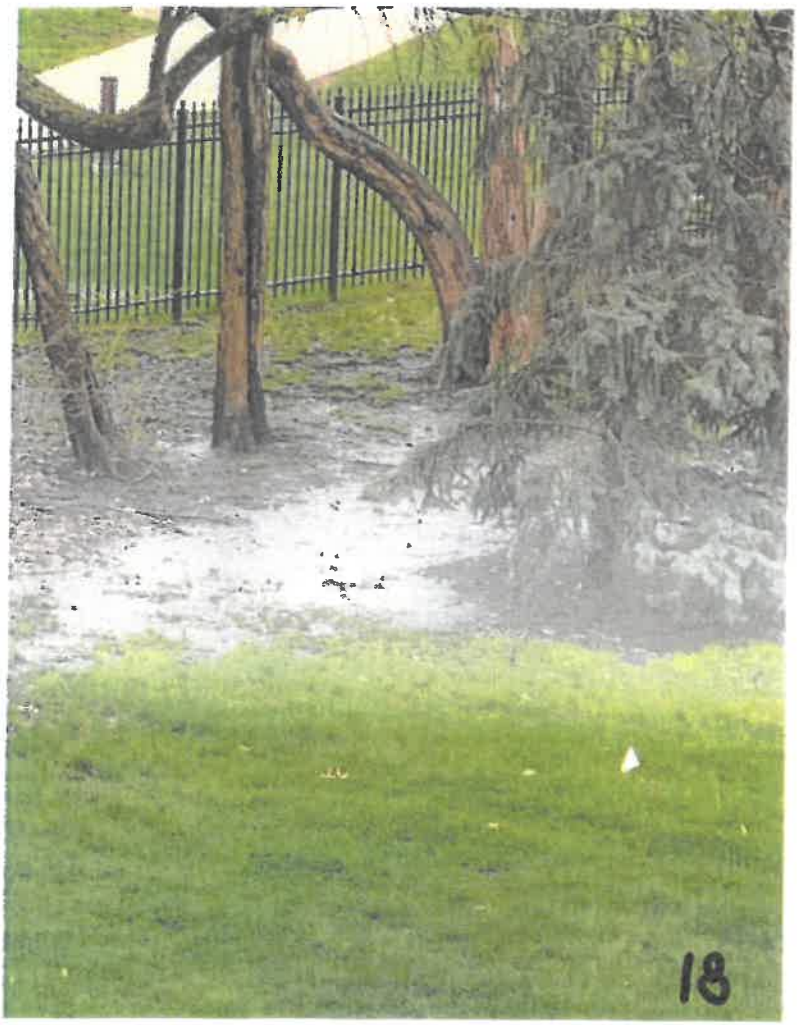
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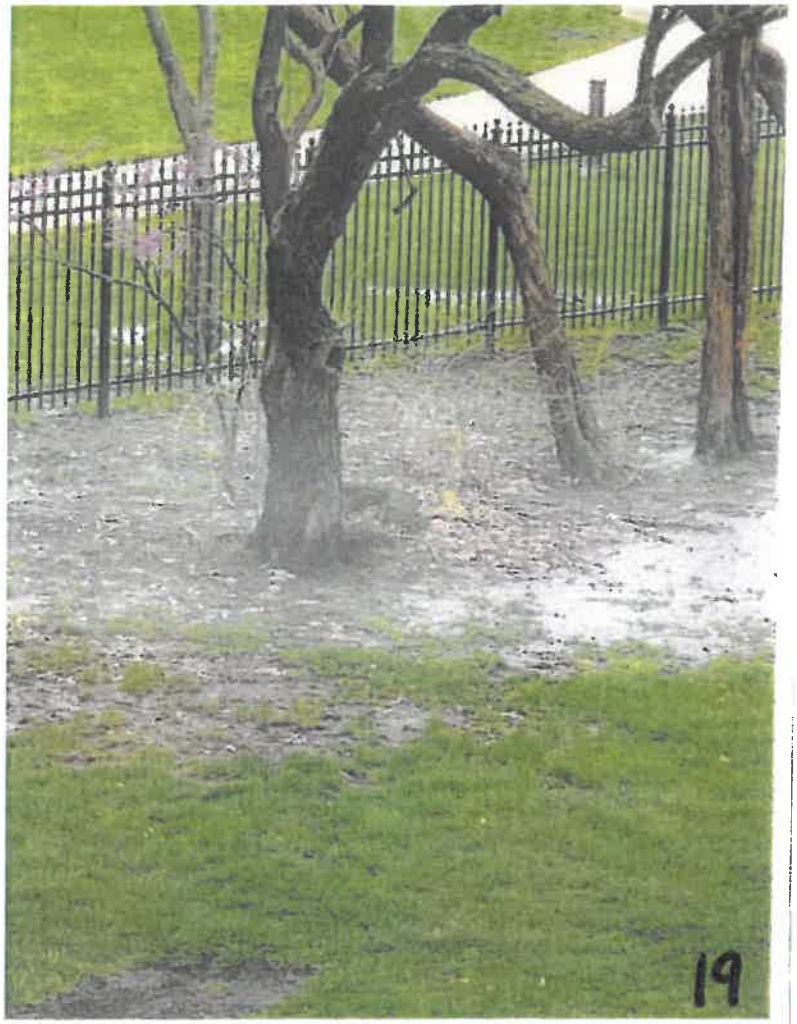
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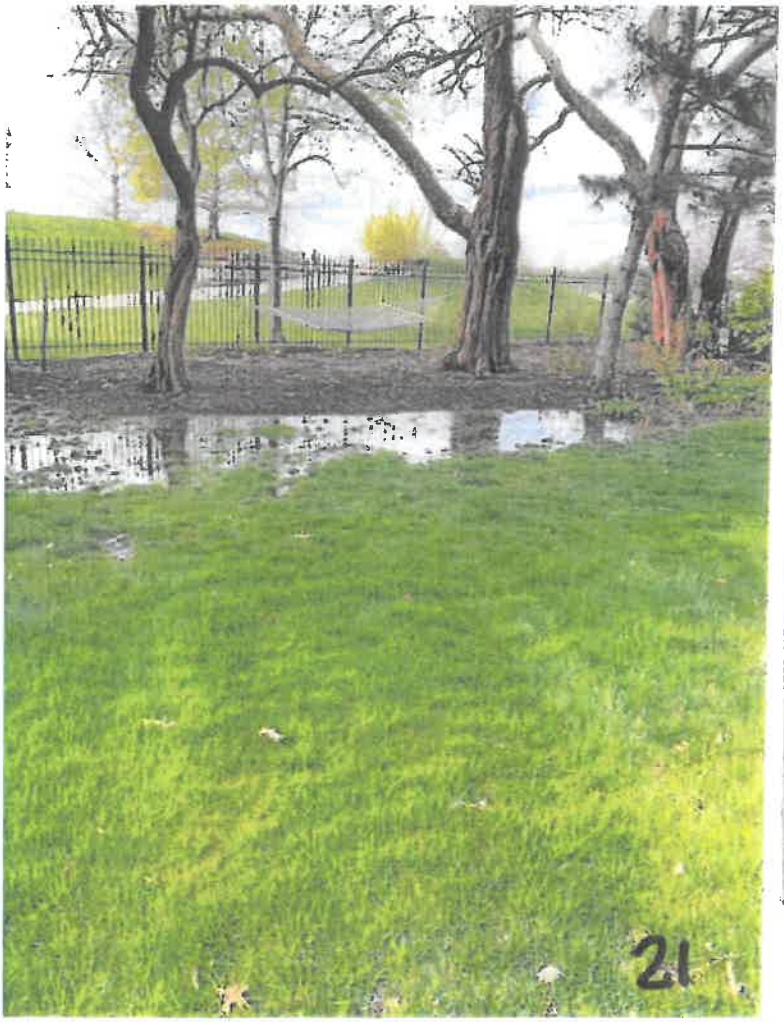
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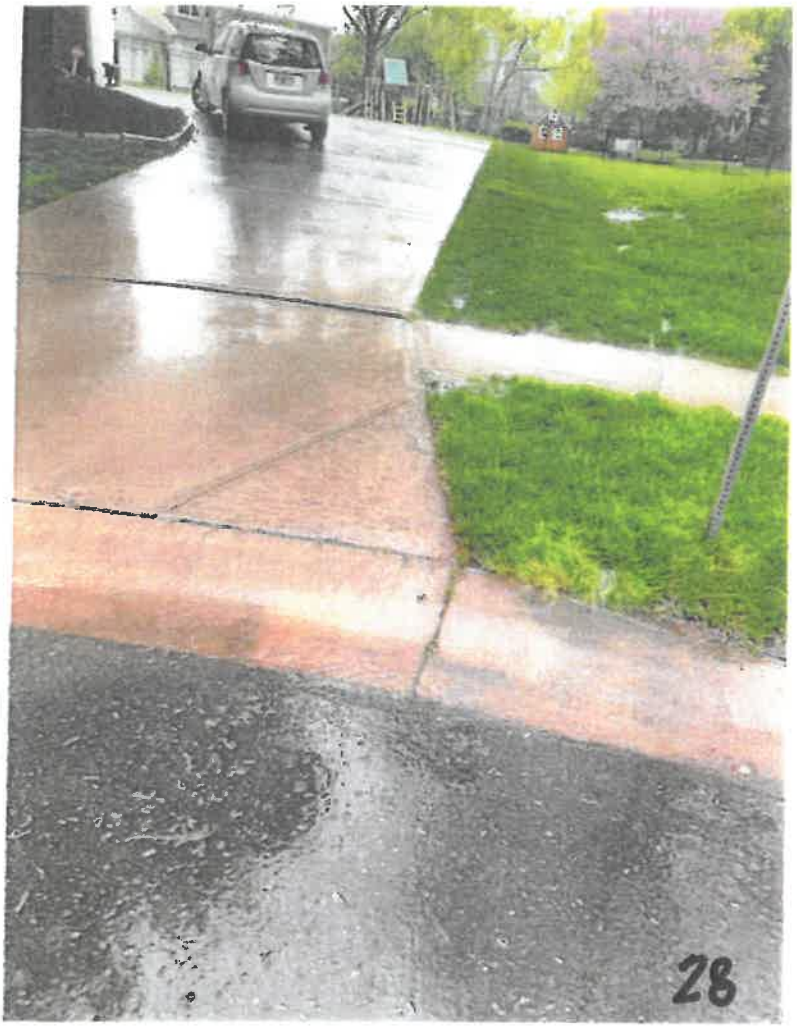
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City of Leawood Governing Body Staff Report

MEETING DATE: August 12, 2019
REPORT WRITTEN: August 1, 2019

REGENTS PARK MULTI-FAMILY SUBDIVISION – REQUEST FOR APPROVAL OF A FINAL PLAN AND FINAL PLAT– Located south of 135th Street and west of Kenneth Road – Case 33-19

Per Stipulation 25, the applicant provided an irrigation plan prior to Governing Body consideration showing the methods of irrigation for all landscaped and common areas within the development. However, the plan shows the area along 135th Street to be irrigated with a water truck or gator bags. It is staff's position that the irrigation by water truck or gator bags should continue until a permanent in-ground irrigation system is installed along 135th Street with future development.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval (6-1) of Case 33-19 Regents Park Multi-Family Subdivision – request for approval of a Final Plan and Final Plat with the following stipulations:

1. The project shall be limited to 54 duplexes and 3 triplexes on 38.09 acres for a density of 3.07 dwelling units per acre, a Final Plat for the overall 135th Street and Kenneth development, and all improvements associated with the project including but not limited to the construction of 137th Street from current terminus at 137th Street and Chadwick, construction of a third lane along 135th Street with sidewalks and the undergrounding of utilities.
2. The applicant/owner shall be responsible for the following impact fees:
   a) A 135th Street Impact Fee in the amount of $389.40/per unit for residential for those areas north of 137th Street, which is due prior to issuance of a building permit, estimated currently at $14,018.40 (36 units x $389.40). This amount is subject to change by Ordinance.
   b) A Park Impact Fee in the mount of $300 per residential unit is required prior to issuance of a building permit, estimated currently at $35,100 (117 units x $300). This amount is subject to change by Ordinance.
   c) A South Leawood Transportation Impact Fee prior to recording of the Final Plat. The fee is currently estimated at $1,484.38 ($625 x 23.75 acres x 0.1 miles from 135th Street. This amount is subject to change by Ordinance.
3. A statement shall be included on the plat to be recorded with Johnson County that states that there shall be a cross access/parking easement across Tracts G and H, with the exception of parking required for residential uses.
4. A statement shall be included on the Final Plat for the RP-3 portion of the development that states that there shall be no ingress or egress within the rear yard, or street side side yard to 137th Street for those lots that are adjacent to 137th Street.
5. Subject to meeting the City's adopted Building Code, a minimum side yard setback for the villas of 15' from vertical wall to vertical wall within the RP-3 portion of the development shall be allowed.
6. The applicant shall be responsible for constructing all of 137th Street from the intersection of Chadwick Street and 137th Street to Kenneth Road, to meet all City street construction standards, including but not limited to curbs, sidewalks, storm drainage, lighting and street trees. The City has indicated that other abutting owners have paid street fees for portions of this construction, which fees may be used for part of the street construction. The City will assist the applicant in obtaining needed temporary construction and storm sewer easements to complete the necessary construction.

7. The applicant/owner shall provide a Tree Preservation plan prior to construction of the first residential unit.
8. Prior to Final Certificate of Occupancy of any building within the development, sidewalks shall be provided by the applicant/owner along both sides of High Drive.
9. Pedestrian connections across High Drive at the future locations of the entrances into the mixed use portion of the development, and across High Drive and 137th Street at the intersection of High Drive and 137th Street shall be demarcated from vehicular pavement with scored and colored concrete as approved with this application.
10. All sidewalks and trails shall be constructed to Public Work standards.
11. No fencing shall be allowed around the perimeter of rear yards by individual residents of dwelling units.
12. Prior to Governing Body consideration, the applicant shall provide plans to show an amenity green space with manicured lawn, sidewalks, and seating opportunities within Tract D, where a dry detention basin is currently proposed.
13. The applicant/owner shall be responsible for the construction of an additional lane and other improvements including sidewalks and the undergrounding of all utilities on 135th Street prior to issuance of a Certificate of Occupancy for any building within either the MXD or RP-3 zoned portions of the development.
14. The completion of the design and construction of all public streets approved with this application shall be under a single set of construction plans.
15. The manufactured thin brick and manufactured stone on the duplex and triplex buildings shall be replaced with clay fired brick, and natural stone that may be thin set.
16. Prior to Governing Body Consideration, the applicant shall provide updated elevations labeling each material to be used on each of the building types on all sides of the residential buildings.
17. 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 prior to final occupancy of any building within the project.
18. All above ground facilities shall be placed in the rear yard wherever practical. If locating these facilities in the rear yard is not practical or appropriate, as determined by the City Engineer, then such facilities shall be at least 25' behind the right-of-way.
19. 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.
20. All new utility boxes with a height of 55 inches or greater, a footprint greater than 15 square feet in area, or a pad footprint greater than 15 square feet in area, shall be authorized only by approval of a Special Use Permit prior to construction.
21. 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.
22. Along all public streets, a minimum of a 10' tree lawn shall be provided between back of curb and adjacent sidewalks.
23. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated including trees planted along all public right-of-ways within the project area.
24. All common area tracts shall be irrigated.
25. Prior to Governing Body consideration, the applicant shall provide a detailed irrigation plan showing the methods off irrigation for all landscaped and common areas within the development.

26. The approved final landscape plan shall contain the following statements:
    a. All trees shall be callipered and undersized trees shall be rejected.
    b. All hedges shall be trimmed to maintain a solid hedge appearance.
    c. All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
    d. 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.
    e. All landscaped open space shall consist of a minimum of 60% living materials.
27. 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.
28. 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.
29. Sidewalks shall be 6' in width along 135th Street, both sides of High Drive, and on the north side of 137th Street. A 10' asphalt hike/bike trail shall be constructed along the south side of 137th Street and west side of Kenneth Road. All other sidewalks shall be a minimum of 5' in width.
30. Lighting fixtures along 137th Street, High Drive, and Kenneth Road between 135th Street and 137th Street shall be of a special design that matches the existing light fixtures on 137th Street.
31. Sign design and calculations shall be required with a separate Final Plan application. No signage is approved with this application.
32. 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 final plat.
33. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo dated (Exhibit B) on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
34. All streets within the development shall be public.
35. The developer or Homes Association will maintain any planting or statuary within the street right-of-way. The developer shall execute a right-of-way maintenance agreement with the Public Works Department for any planting or statuary improvements within the public right-of-way.
36. The Owner/Applicant must 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.
37. 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.
38. All sidewalks shall be installed as per street construction standards.
39. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
40. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
41. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.

42. 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 forty-two.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- **Formally Stipulation 10**
  From:
  Prior to Governing Body consideration, the applicant shall provide an additional trail connection from the proposed trail within Tract B, connecting to the future second phase of the project which will include an amenity area.

  To:
  Removed

- **Stipulation 12**
  From:
  Prior to Governing Body consideration, the applicant shall provide the plans to show a permanent water feature amenity at the southwest corner of 137th Street and Kenneth Road within Tract D, where a dry detention basin is currently proposed.

  To:
  Prior to Governing Body consideration, the applicant shall provide plans to show an amenity green space with manicured lawn, sidewalks, and seating opportunities within Tract D, where a dry detention basin is currently proposed.

- **Formally Stipulation 31**
  From:
  All downspouts shall be enclosed

  To:
  Removed

- **Formally Stipulation 33**
  From:
  The source of illumination of all proposed light fixtures on the residential buildings shall not be visible.

  To:
  Removed

APPLICANT:

- The property is owned by Vic Regnier Builders, Inc.
- The developer is Rick Lashbrook with Leawood 135, LLC
- The engineer is Tim Tucker with Phelps Engineering.
- The landscape architect is Jason Meier with Meier Consulting.

HISTORY:

- A Preliminary Plat, Preliminary Plan, Special Use Permit, and Rezoning for the 135th and Kenneth Development was approved by the Governing Body with case 71-18 (Ordinance #2919) on December 3, 2018. The following was approved with that application.
  - Rezoning of 18.25 acres to MXD (Mixed Use Development District) and 38.09 acres to RP-3 (Planned Cluster Attached Residential). The MXD zoned land was located on the north side of future 137th Street, and the RP-3 zoned land was located both on the north and south sides of future 137th Street.
  - The mixed use portion of the development was approved for a total of 410,200 sq.ft. of construction on 18.25 acres for an FAR of 0.43, which included a 25% discount on residential space per the Leawood Development Ordinance. The MXD part of the development contained the following use percentages.
    - 41,000 sq.ft. of retail/restaurant space - (10.0%)
    - 82,000 sq.ft. of office space - (20.0%)
    - 287,200 sq.ft. of residential apartments (182 units for a density of 9.97 du/ac) – (70.0%)
    - 67,200 sq.ft. for an assisted living facility (84 beds)
  - The RP-3 portion (named Regents Park with this application) of the development consisted of 54 duplexes and 3 triplexes (117 units) on 38.28 acres for a residential density of 3.06 units/acre. Eighteen duplexes (36 units) were approved on the north side of future 137th Street and 36 duplexes and 3 triplexes (81 units) were approved on the south side.

REQUEST:

- The applicant is requesting approval a Final Plan for the first phase of the 135th and Kenneth Road development that was approved with Case 71-18 (Ordinance #2919). Within this staff report "135th and Kenneth Road development" will refer to the entirety of that development including both the portions zoned MXD and the portion zoned RP-3. The name "Regents Park" within this staff report shall refer to the portion of the 135th and Kenneth development zoned RP-3. The first phase of the development for which approval is being requested includes the following.
  - A Final Plat of the overall 135th and Kenneth development, both north and south of future 137th Street.
  - Construction of a third lane on 135th Street to meet complete street standards to include associated improvements including sidewalks and the undergrounding of utility lines.
  - Construction of High Drive to meet complete street standards, including sidewalks on both sides of High Drive from 135th Street to future 137th Street.
  - Construction of future 137th Street from its current terminus at Chadwick to Kenneth Road to meet all complete street standards, including but not limited to adjacent sidewalks and hike/bike trail, bike lanes, etc.
  - Construction of a 10' hike/bike trail along the developments frontage on Kenneth Road.
  - Pedestrian crossings demarcation across High Drive and into future entrances into the MXD portion of the development, as well as, across High Drive and 137th Street at the intersection of High Drive and 137th Street.
  - Final Plan approval for Regents Park to include the following:
    - A total of 117 residential units (54 duplexes and 3 triplexes) within 6 tracts on 38.09 acres, for a density of 3.06 dwelling units/acre.
    - Eighteen duplexes (36 units) are proposed on the north side of future 137th Street and 36 duplexes with 3 triplexes (81 units) are proposed on the south side of 137th Street.

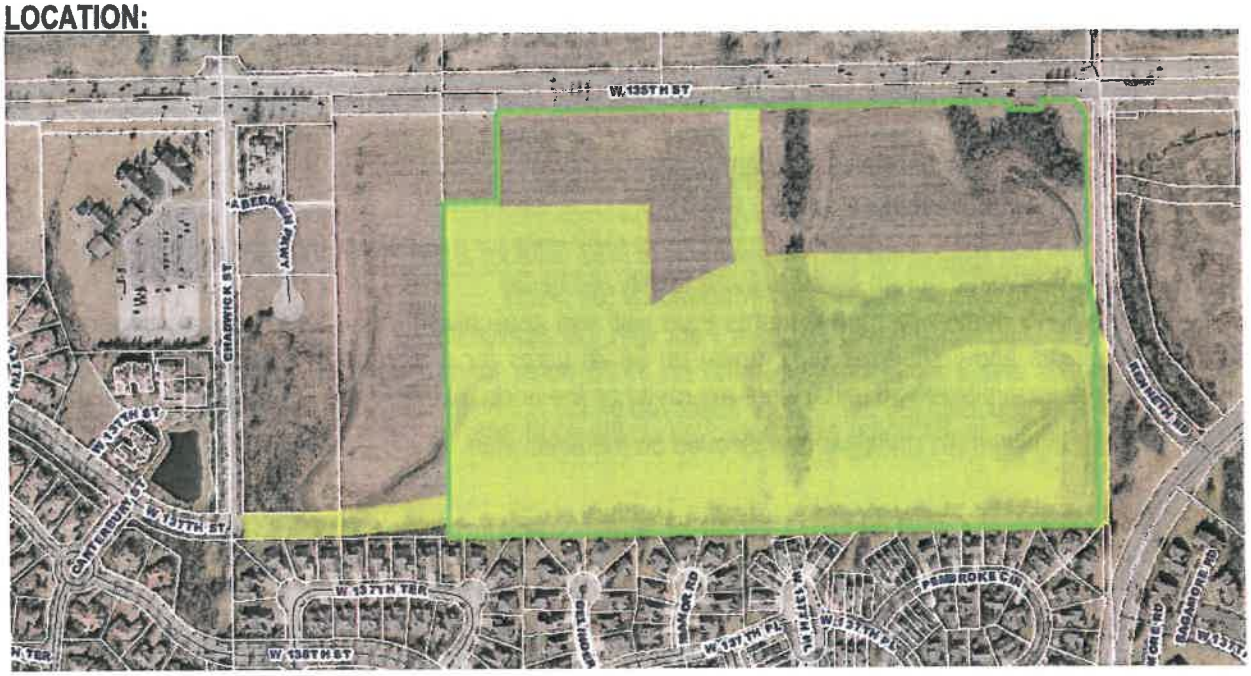
ZONING:

- The property is currently zoned RP-3 (Planned Cluster Attached Residential) and MXD (Mixed Use).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates the portion of property north of the future 137th Street as Mixed Use, and the area south of the future 137th Street as Medium Density Residential.

LOCATION:



SURROUNDING ZONING:

- North — Directly to the north of the property is 135th Street, an arterial roadway, and undeveloped property zoned AG, on the north side of 135th Street.
- South — Directly to the south of the property is the Leawood Falls Subdivision, zoned RP-4 (Planned Cluster Residential District under a previous version of the Leawood Development Ordinance), and the Villas of Highlands Ranch, zoned RP-2 (Planned Cluster Detached Residential District).
- East — Directly to the east of the property is Kenneth Road and undeveloped land, zoned SD-CR (Planned General Retail).
- West — West of the property is undeveloped land, zoned AG, followed by Chadwick Place, a commercial development zoned SD-NCR (Planned Neighborhood Retail) and SD-O (Planned Office).

CHANGES FROM THE APPROVED PRELIMINARY PLAN:

- The proposed plan has remained the same as the Preliminary Plan approved with Case 71-18 (Ordinance #2919) with more details provided for those items to be approved with the first phase of the 135th and Kenneth development, which includes Regents Park and public improvements.
- However, Stipulation 37 of the approved Preliminary Plan states "the developer will continue to work with City staff on the proposed detention areas to determine if any of those areas could be converted to

retention ponds to also serve as amenity areas for the development and will bring in detailed plans at the time of Final Plan application". The applicant and City staff have met several times to explore ways that a retention pond can be created to act as an amenity, but there has been no resolution to date. It is City staff's position that it is possible to create a retention pond that acts as an amenity to the development at the southwest corner of 137th Street and Kenneth Road.

SITE PLAN COMMENTS:

Regents Park:

- The Regents Park subdivision is proposing a total of 54 duplexes and 3 triplexes (117 units), 18 duplexes (36 units) north of 137th Street adjacent to the mixed use portion of the development, and 36 duplexes and 3 triplexes (81 units) proposed to the south of 137th Street.
- Four main entrances are proposed into the Regents Park subdivision, three from 137th Street to the units south of 137th Street, and one from 137th Street accessing the units north of 137th Street.
- Adjacent to the south common property line with the Leawood Falls and Villas of Highland Ranch residential subdivisions, the applicant is proposing a 20' tree preservation easement with the exception of Tract D.
- In compliance with the Leawood Development Ordinance, the streets within the development shall be public.
- An eight foot asphalt trail is proposed to be integrated into the portion of Regents Park on the south side of 137th Street, within the green space behind the residential units. This trail loops to the south from 137th Street in the western portion of the development and connects to the south side of the eastern most cul-de-sac street.
- A five foot sidewalk is proposed around the perimeter of the detention basin located within Tract D. This sidewalk will have connections to both 137th Street and Kenneth Road.
- As part of this project, 137th Street will be constructed from the current terminus at Chadwick to the west connecting to Kenneth Road. The proposed 137th Street design will include a two lane drive and central turn lanes at particular locations intersecting with cul-de-sacs. Two, four foot bicycle lanes are proposed on each side of the street along with a proposed five foot sidewalk on the north and a ten foot hike/bike trail along the south side of 137th Street.
- Six foot sidewalks are proposed to the south of 135th Street, running the length of the development from east to west.
- Five foot sidewalks are located on both sides of all cul-de-sac streets.
- A ten foot trail is proposed along the project area that abuts Kenneth Road.
- All of the duplexes and triplexes are organized around streets with cul-de-sacs and will be within common area tracts.
- The duplex and triplex units have two car garages. Some of the garages will be accessed by shared driveways.
- The applicant was granted a deviation to the side yard setback between duplexes from the required 30 feet to 15 feet between buildings a minimum of 8 feet between the foundations of the building, including window wells.
- Bio-retention and detention ponds are located on the east side of the proposed development, south of the proposed alignment of 137th Street. Additional bio-retention and detention ponds are located at the southwest corner of the development site along both sides of 137th Street. All of the bio-retention and detention ponds are proposed to be dry basins.
- Ten foot wide tree lawns are provided between the back of curb and the sidewalk for adequate street tree placement per the Leawood Development Ordinance.

- A community swimming pool and pavilion is proposed within Tract C (Phase 2), on the south side of 137th Street at the intersection of High Drive into 137th Street. A Final Plan will be submitted at a later date for the amenity area within Tract C as this is part of the development's second phase.

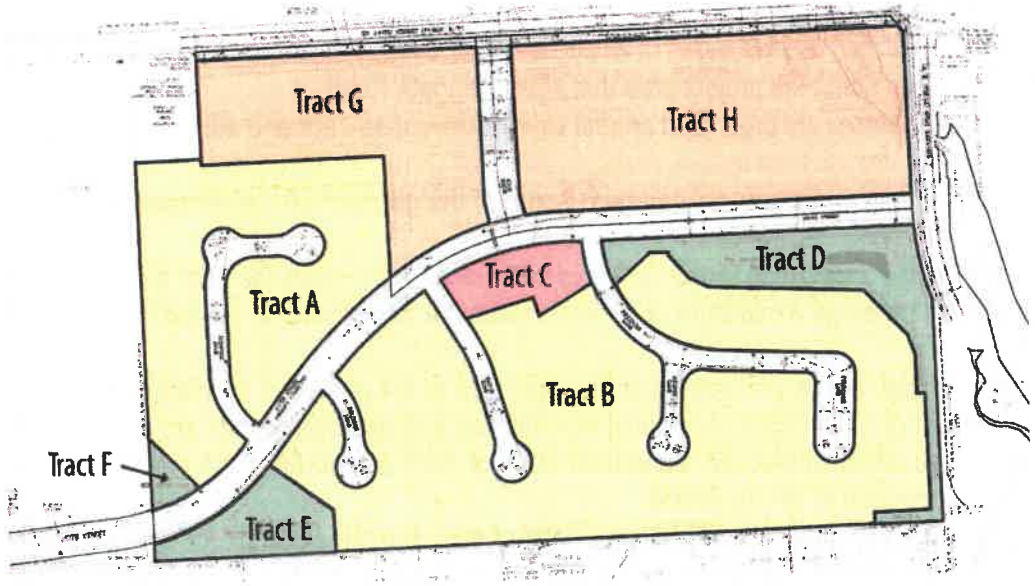
Public Improvements:

- The applicant is proposing to construct a third lane on 135th Street which would meet the complete street standards including associated improvements such as sidewalks and the undergrounding of utility lines.
- High Drive is to be constructed between 135th Street and 137th Street within the development. This street will be constructed with complete street standards including sidewalks on both sides of the streets including scored and colored concrete crosswalks into the future entrances into the MXD portion of the development and across High Drive and 137th Street at the intersection of High Drive and 137th Street.
- 137th Street will be constructed from its current terminus at Chadwick to Kenneth Road also meeting the complete street standards, including but not limited to adjacent sidewalks and hike/bike trail, bike lanes, etc.
- A 10' hike/bike trail along the developments frontage on Kenneth Road.

FINAL PLAT:

- The Final Plat covers the entire 135th and Kenneth Road development, including both the mixed use portion of the development, as well as, Regents Park.
- The plat covers 56.34 acres and includes 8 separate tracts.
- The applicant is proposing six (6) common area tracts within the Regents Park subdivision, which shall be maintained by the Homes Association and two (2) tracts that will be developed with the mixed use portion of the development at a future date. The tracts are as follows:

Lot	Sq.ft.	Acres	Area
Tract A (Phase 1)	322,266	7.39	Northwest corner of the development, north of 137th Street
Tract B (Phase 1)	792,885	18.20	Surrounding the most western cul-de-sac, south of 137th Street
Tract C (Phase 2)	47,103	1.08	South of the intersection of High Drive and 137th Street
Tract D (Phase 1)	134,855	3.10	Surrounding the two western culs-de-sac, south of 137th Street
Tract E (Phase 1)	59,777	1.37	Directly south of the main entry drive from 135th Street
Tract F (Phase 1)	10,679	0.25	Northeast corner and east sides of the development.
Tract G (Phase 3)	243,681	5.59	Southwest corner of the development, south of 137th Street
Tract H (Phase 4)	413,739	9.50	Southwest corner of the development, north of 137th Street



- Tracts A and B include areas where residential units are proposed to be constructed.
- Each residential unit will be platted individually as they are constructed and the foundations have been poured and surveyed. Each unit will have to be recommended by the Planning Commission and approved by the Governing Body at the time of Final Plat application for each unit.
- Tract C will include an amenity area for the Regents Park subdivision will be reviewed and approved through a separate Final Plan at a later date.
- Tracts D, E, and F are the locations of the bio-retention and detention ponds for the sites BMP requirements.
- Tracts G and H are the future locations of the mixed use portion of the development north of 137th Street.
- Some of the easements included in the development include the following easements:

Easement	Location
20' Tree Preservation Easement	Adjacent to southern common property line of the development with the single family subdivisions of Leawood Falls and Villas of Highland Ranch, with the exception of Tract D.
5' sidewalk Easement	Adjacent to the south of the right-of-way for 137th Street.
Variable width sidewalk easement	Along the west side of the right-of-way for High Drive.
3' sidewalk easement	Along the south side of the right-of-way for 135th Street.
Variable width sidewalk easement	At the northwest corner of the intersection of 137th Street and High Drive.
10' Utility Easement	Adjacent to the south of the right-of-way for 137th Street.
20' Drainage Easement	Located within Tract F, G, and H

BULK REGULATIONS:

- The following table outlines the required and provided regulations for the Regents Park development:

Criteria	Required	Provided	Criteria
Front Setback	30'	30'	Complies
Side Setback	30'*	15'	Deviation Granted
Side Lot Corner Setback	30'	30'	Complies
Rear Setback	30'	30'	Complies
Density	7.26 du/ac. 6,000 sq.ft./dwelling	3.72 du/ac, 2,546 sq. ft./dwelling	Complies
Maximum No. of Attached Units	≤ 4 per building	3 per building	Complies
Open Space	30% of lot area	65.9%	Complies

* Measured from building lines and building clusters

ELEVATIONS:

- The duplex units are proposed to be constructed as single story homes with basements.
- Each residential unit faces towards a cul-de-sac along with shared driveways for garages for each unit.
- The duplex units have pitched roofs and are proposed to have DaVinci Roofscapes slate shingles and metal roofing for areas located above some of the front entrances.
- Three different models of duplex are proposed, each with a different primary material changing from cultured stone, cultured brick, and cement panels.
- All residential units have sloped roofs and will be accented with chimneys, bay windows and sloped roofs.
- The main colors for the residential units are propose to be Sherwin Williams Tricolor Black and Pure White.

- A backyard patio is proposed with each unit.

LANDSCAPING:

- Per the Leawood Development Ordinance the applicant is proposing street trees at a rate of 35 feet on along all public right-of-ways.
- Per the Leawood Development Ordinance 16-4-7.2 Landscaping Requirements – Single Family Residential, "Single and two family dwellings shall be exempt from all other requirements of this Ordinance except for Plant Material and Installation and Maintenance. Although one (1) street tree shall be provided for each 35 feet of street frontage and plant material shall be provided as part of entry features and common open space as recommended by the Planning Commission and approved by the Governing Body". The applicant has met the requirement of one (1) street tree provided 35 feet on center. Additional landscaping requirements are required for the triplex units within the development, including ornamental trees and shrubs. The applicant has met the requirements of the Leawood Development Ordinance for the triplexes as well.
- The applicant is proposing to plant a mixture of street trees including Bloodgood Planetrees, Sterling Silver Lindens, Kentucky Coffeetrees, Black Tupelos, White Oaks, pacific Sunset Maples, New Harmony Elms, and Autumn Gold Ginkgo trees.
- Per the Leawood Development Ordinance 16-4-7.5 Landscape Plan Requirements, "All landscape plans shall be prepared and sealed by a Kansas registered landscape architect and shall include the following information: (H) The location of all trees, 6 inch caliper or larger, measured at 6 inches above ground level, that are proposed for removal. 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". The applicant is proposing to remove a total of 134 caliper inches in the location of the proposed 137th Street. The applicant is proposing plant an additional 328 caliper inches within the development for a replacement ratio of 2.4:1, meeting the requirement of the Leawood Development Ordinance.
- The applicant is proposing to provide a 20' tree preservation easement along the south property line of the RP-3 portion of the development with the exception of Tract D. The plan also shows additional trees being added along the north side of the existing tree line, outside of the proposed 20' tree preservation easement.
- The applicant has provided a detail showing the sidewalk to be 10' from the back of curb. This will allow enough space for street trees to be planted between the back of curb and sidewalks. Per the Leawood City Code, street trees should be planted a minimum of 5' from the back of curb and from adjacent sidewalks.
- The islands within the cul-de-sacs are shown to be planted with Black Tupelo and New Harmony Elm trees. Per the Leawood Development Ordinance, these landscaped islands shall be irrigated.

TRAFFIC:

- The applicant provided a traffic study completed in March, 2019 and has been reviewed and approved by the Public Works Department.

SIGNAGE:

- No signage is proposed with this application. Signage will be reviewed under a separate Final Plan at a later date.

PARKING:

- The duplex and triplex units are proposed to have a two-car garage per unit, meeting the Leawood Development Ordinance requirement for the RP-3 district of two totally enclosed parking spaces per unit.

DEVIATIONS GRANTED:

- Section 16-3-9(A)(5) of the Leawood Development Ordinance provides for deviations to setbacks provided that they may only be granted when compensating common open spaces (not less than a 1:1 ratio) is provided elsewhere in the project and where there is ample evidence that the deviation will not adversely affect neighboring properties. The applicant was approved for the following deviation to setbacks with the approved Preliminary Plan (Ordinance #2919).
  - Deviation to allow a minimum side yard setback of 15' from vertical wall to vertical wall, and 8' between egress wells of residential dwelling units. Per Section 16-3-9(A)(5)(d), interior line setbacks may be reduced to zero when adequate open space for the project and between buildings is provided. The RP-3 portion of the project requires a minimum of 30% open space. The RP-3 zoned property is providing 65.9% open space.

IMPACT FEES:

- **135TH STREET CORRIDOR IMPACT FEE:** The applicant/owner shall be responsible for the 135th Street Impact fee in the amount of $389.40/per unit for residential for those areas north of 137th Street, which is due prior to issuance of a building permit, estimated currently at $14,018.40 (36 units x $389.40). This amount is subject to change by Ordinance.
- **PARK IMPACT FEE:** The applicant/owner shall be responsible for a Park Impact Fee in the amount of $300 per residential unit is required prior to issuance of a building permit, estimated currently at $35,100 (117 units x $300). This amount is subject to change by Ordinance.
- **SOUTH LEAWOOD TRANSPORTATION IMPACT FEE:** The applicant shall be responsible for a South Leawood Transportation Impact Fee prior to recording of the Final Plat. The fee is currently estimated at $1,484.38 ($625 x 23.75 acres x 0.1 miles from 135th Street). This amount is subject to change by Ordinance.

STAFF COMMENTS:

- The applicant shall complete the connection of 137th Street from the western boundary of the project area to the current terminus of 137th Street at the intersection of 137th Street and Chadwick. The street connection shall be constructed to meet all complete street standards of the City of Leawood including street pavement, bike lanes, curbs, gutters, ADA ramps, stormwater, sidewalks, hike/bike trail, street trees, etc. **(Stipulation 6)**
- Staff recommends the creation of an internal connection between the proposed residential units, and the proposed amenity area to be constructed within Phase 2 of the development. Creating an additional pedestrian connection that will allow for residents to exit their homes from the rear and have a direct connection to an amenity. **(Formally Stipulation 10) Planning Commission removed this stipulation.**
- Staff is unsupportive of Tract D to be constructed of dry basins. Staff recommends creating a wet basin that would be a permanent water feature, to create a public amenity for the residents of the subdivision and act as an entry feature into the development. **(Stipulation 12). Planning Commission modified this stipulation to "Prior to Governing Body consideration, the applicant shall provide plans to show an amenity green space with manicured lawn, sidewalks, and seating opportunities within Tract D, where a dry detention basin is currently proposed".**

- The applicant is proposing to construct the façade of the duplex and triplex units with a manufactured stone and brick. Staff recommends the use of a thin set natural stone and clay fired brick due to higher durability and aesthetic characteristics that natural materials have over manufactured products, including compressive strength and water absorbency. In addition to better durability, the color and texture of natural stone and brick is consistent throughout the product, whereas, the color of many manufactured products are applied to the surface of the product. Some manufactured products provide color throughout the product, but the color and texture of the material rarely resembles the outer face of the material. It has been staff's experience with manufactured stone used for exterior applications on commercial projects within the City of Leawood that these products do not weather as well as their natural counterparts. **(Stipulation 15). Prior to the Planning Commission meeting the applicant agreed to use thin set clay fired brick and thin set natural stone meeting this stipulation.**

EXHIBIT "A"

City of Leawood
4800 Town Center Drive • Leawood, Kansas 66211
Public Works Department • (913) 339-6700 x 130 • (913) 339-9374 Fax

REVISED MEMO

DATE: June 25, 2019

TO: Richard Coleman, Director of Community Development

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

SUBJECT: Regents Park – 135th and Kenneth Road Final
Case Number: 33-19

The Department of Public Works has reviewed the aforementioned project and is providing the following stipulations as part of the Planning Commission Approval:

1) Plat:
   a) Along 135th Street the developer shall provide eighty-five (85) feet of Right-of-Way from the section line and provide a ten (10) foot Utility Easement abutting the Right-of-Way.
   b) Along 137th Street provide eighty (80) feet of Right-of-Way, provide a five (5) foot Sidewalk Easement abutting the south Right-of-Way line and provide a ten (10) foot Utility Easement abutting both sides of the Right-of-Way.
   c) Along High Drive provide ninety (90) feet of Right-of-Way and provide a ten (10) foot Utility and Sidewalk Easement abutting both sides of the Right-of-Way.
2) Traffic Impact Analysis:
   a) The submitted Traffic Study was reviewed by Olsson. The developer modified their original plan and relocated the full access intersection at 135th St & High Drive approximately 170 feet west. This proposed location is 200 feet east of the ¼ mile spacing that staff had requested. After review of the developer's traffic study it was determined that the proposed location 200 feet east of the section line does not increase queue lengths and/or delays along the 135th St corridor.
   b) The Developer shall provide fifty (50) foot curb return radius at the intersections along 135th Street and at 137th Street and Kenneth Road. All other intersections and drive entrances shall have a thirty (30) foot curb return radius.

c) The Developer shall construct the following public improvements prior to issuance of Certificate of Occupancy:

i) Construct an additional lane for eastbound 135th Street along the frontage of this development. This section of roadway shall be constructed in accordance with the 135th Street construction plans dated 1995 AND the lane widening must be as smooth as the existing pavement section. This shall be determined by a Profilograph machine. If the new pavement section is not as smooth as the existing lanes, the developer shall diamond grind the new pavement to meet the smoothness of the existing lanes.

ii) The Developer shall construct the 135th Street eastbound right turn lanes at High Drive and at Kenneth Road. The future eastbound right turn serving Tract H will be constructed with the development of tract H. The length of the right turn lane at existing/proposed signalized intersections shall be two hundred fifty (250) feet long plus taper. The length of the right turn lane at the Right-In/Right-Out shall be one hundred fifty (150) feet long plus taper.

iii) The developer shall pay into escrow One Hundred Sixty-Five thousand ($165,000) dollars for traffic signals at 135th Street and High Drive. This amount is fifty (50) percent of the estimated cost for traffic signal design, construction and inspection. This fee shall be paid prior to the City releasing the plat.

iv) The pavement at the intersection of 136th St and High Drive between the crosswalks and within the Right-of-Way shall be concrete.

v) If 137th Street is not constructed to Chadwick with the first phase of this project the developer shall construct a temporary cul-de-sac on the west end of their project and provide escrow for future removal of the cul-de-sac and construction of the permanent 137th Street through their property. The temporary cul-de-sac can be constructed within the 80 feet of Right-of-Way.

3) Storm Water Study:

a) The Storm Water Study has been submitted and the developer will be required to detain their storm water runoff in accordance with current APWA Standards.

i) There are two bio-retention basin and a detention basin on the southwest corner of the development, four bio-retention basin and detention basin on the east side of the development south of 137th Street and additional BMPS will be provided on future phases.

ii) The developer shall update the stormwater study if changes are made to the BMP or detention plans.

iii) The developer is providing a 100 foot stream buffer on the existing creek at the northeast corner of the larger development.

b) The location, size, plant material list, etc of the BMP's will be verified on the engineering plan submittal.

c) Provide detailed worksheets sizing each bio-retention basin at final engineering plan stage.

4) Prior to governing body consideration the Developer shall submit revised plans showing the updated alignment of 137th Street that was provided on 6/21/2019.

5) The Developer shall make every effort to confine the construction of 137th Street to the right-of-way or existing easements. If this is not possible, the City will acquire temporary construction easements.

6) Prior to any construction permits, the Developer shall enter into a City right of way maintenance agreement to ensure any landscaping or irrigation within the right-of-way or crosswalks crossing public streets are properly maintained by the adjacent property owners.

7) The 10 foot wide shared use path shall be constructed on the south side of 137th Street and along the west side of Kenneth Road.

8) Developments shall have all utilities relocated underground. This includes private property and utilities in the Right-of-Way between the curb and property line.

9) Developments on or between 133rd Street to 137th Street shall have six (6) foot sidewalks within the Right-of-Way, except with residential areas and where the ten (10) foot bike/hike trail is located. The sidewalks and bike/hike trail shall be located within the Right of Way or a Sidewalk Easement.

10) Developments on or between 133rd Street to 137th Street shall use the City of Leawood's Special Street Light for all public roadway lighting. To maintain a uniform look of the residential development, Norwood Road north of 137th shall use the City of Leawood standard street light.

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

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

13) 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).

14) 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.

15) 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.

16) 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.

17) 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.

18) 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.

19) 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.

20) The plat shall not be released for recording until all public permits have been obtained by the Contractor(s) and all other requirements have been met.

21) Certificates of Occupancy shall not be issued for any building until all public improvements, including payments to escrow accounts, have been completed.

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

Copy: Project File

Richard Sanchez Exhibit B

From: Gene Hunter
Sent: Thursday, May 16, 2019 5:05 PM
To: Richard Sanchez
Subject: RE: Case 33-19 Regents Park - Fire Department Memo

This plan appears to provide adequate fire apparatus access.

Gene Hunter, Leawood Fire Marshal

From: Richard Sanchez <richards@leawood.org>
Sent: Thursday, May 16, 2019 2:25 PM
To: Gene Hunter <geneh@leawood.org>
Subject: Case 33-19 Regents Park - Fire Department Memo

Hey Gene,
We have received revised plans for Regents Park on the southwest corner of 135th and Kenneth.
I am attaching the Fire Truck Circulation plan to this email.
Does the fire department have any comments?

Thanks,

Leawood
Ricky Sanchez | Planner
913.663.9164
richards@leawood.org

RESOLUTION NO. _____

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)

WHEREAS, the applicant submitted a request for approval of a Final Plan and Final Plat for multi-family residences;

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 Final Plan and Final Plat, subject to the following stipulations:

1. The project shall be limited to 54 duplexes and 3 triplexes on 38.09 acres for a density of 3.07 dwelling units per acre, a Final Plat for the overall 135th Street and Kenneth development, and all improvements associated with the project including but not limited to the construction of 137th Street from current terminus at 137th Street and Chadwick, construction of a third lane along 135th Street with sidewalks and the undergrounding of utilities.
2. The applicant/owner shall be responsible for the following impact fees:
   a) A 135th Street Impact Fee in the amount of $389.40/per unit for residential for those areas north of 137th Street, which is due prior to issuance of a building permit, estimated currently at $14,018.40 (36 units x $389.40). This amount is subject to change by Ordinance.
   b) A Park Impact Fee in the amount of $300 per residential unit is required prior to issuance of a building permit, estimated currently at $35,100 (117 units x $300). This amount is subject to change by Ordinance.
   c) A South Leawood Transportation Impact Fee prior to recording of the Final Plat. The fee is currently estimated at $1,484.38 ($625 x 23.75 acres x 0.1 miles from 135th Street. This amount is subject to change by Ordinance.
3. A statement shall be included on the plat to be recorded with Johnson County that states that there shall be a cross access/parking easement across Tracts G and H, with the exception of parking required for residential uses.
4. A statement shall be included on the Final Plat for the RP-3 portion of the development that states that there shall be no ingress or egress within the rear yard, or street side side yard to 137th Street for those lots that are adjacent to 137th Street.
5. Subject to meeting the City's adopted Building Code, a minimum side yard setback for the villas of 15' from vertical wall to vertical wall within the RP-3 portion of the development shall be allowed.

6. The applicant shall be responsible for constructing all of 137th Street from the intersection of Chadwick Street and 137th Street to Kenneth Road, to meet all City street construction standards, including but not limited to curbs, sidewalks, storm drainage, lighting and street trees. The City has indicated that other abutting owners have paid street fees for portions of this construction, which fees may be used for part of the street construction. The City will assist the applicant in obtaining needed temporary construction and storm sewer easements to complete the necessary construction.
7. The applicant/owner shall provide a Tree Preservation plan prior to construction of the first residential unit.
8. Prior to Final Certificate of Occupancy of any building within the development, sidewalks shall be provided by the applicant/owner along both sides of High Drive.
9. Pedestrian connections across High Drive at the future locations of the entrances into the mixed use portion of the development, and across High Drive and 137th Street at the intersection of High Drive and 137th Street shall be demarcated from vehicular pavement with scored and colored concrete as approved with this application.
10. All sidewalks and trails shall be constructed to Public Work standards.
11. No fencing shall be allowed around the perimeter of rear yards by individual residents of dwelling units.
12. Prior to Governing Body consideration, the applicant shall provide the plans to show an amenity green space with manicured lawn, sidewalks, and seating opportunities within Tract D, where a dry detention basin is currently proposed.
13. The applicant/owner shall be responsible for the construction of an additional lane and other improvements including sidewalks and the undergrounding of all utilities on 135th Street prior to issuance of a Certificate of Occupancy for any building within either the MXD or RP-3 zoned portions of the development.
14. The completion of the design and construction of all public streets approved with this application shall be under a single set of construction plans.
15. The manufactured thin brick and manufactured stone on the duplex and triplex buildings shall be replaced with clay fired brick, and natural stone that may be thin set.
16. Prior to Governing Body Consideration, the applicant shall provide updated elevations labeling each material to be used on each of the building types on all sides of the residential buildings.
17. 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 prior to final occupancy of any building within the project.
18. All above ground facilities shall be placed in the rear yard wherever practical. If locating these facilities in the rear yard is not practical or appropriate, as determined by the City Engineer, then such facilities shall be at least 25' behind the right-of-way.
19. 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.

20. All new utility boxes with a height of 55 inches or greater, a footprint greater than 15 square feet in area, or a pad footprint greater than 15 square feet in area, shall be authorized only by approval of a Special Use Permit prior to construction.
21. 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.
22. Along all public streets, a minimum of a 10' tree lawn shall be provided between back of curb and adjacent sidewalks.
23. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated including trees planted along all public right-of-ways within the project area.
24. All common area tracts shall be irrigated.
25. Prior to Governing Body consideration, the applicant shall provide a detailed irrigation plan showing the methods off irrigation for all landscaped and common areas within the development.
26. The approved final landscape plan shall contain the following statements:
    a) All trees shall be callipered and undersized trees shall be rejected.
    b) All hedges shall be trimmed to maintain a solid hedge appearance.
    c) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
    d) 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.
    e) All landscaped open space shall consist of a minimum of 60% living materials.
27. 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.
28. 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.
29. Sidewalks shall be 6' in width along 135th Street, both sides of High Drive, and on the north side of 137th Street. A 10' asphalt hike/bike trail shall be constructed along the south side of 137th Street and west side of Kenneth Road. All other sidewalks shall be a minimum of 5' in width.
30. Lighting fixtures along 137th Street, High Drive, and Kenneth Road between 135th Street and 137th Street shall be of a special design that matches the existing light fixtures on 137th Street.
31. Sign design and calculations shall be required with a separate Final Plan application. No signage is approved with this application.
32. 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 final plat.

33. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo dated (Exhibit B) on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
34. All streets within the development shall be public.
35. The developer or Homes Association will maintain any planting or statuary within the street right-of-way. The developer shall execute a right-of-way maintenance agreement with the Public Works Department for any planting or statuary improvements within the public right-of-way.
36. The Owner/Applicant must 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.
37. 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.
38. All sidewalks shall be installed as per street construction standards.
39. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
40. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
41. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
42. 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 forty-two.

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

REGENTS PARK FINAL PLAN

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4	DETAILED PRELIMINARY PLAN
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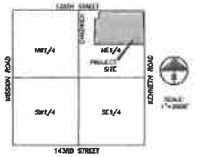
6A–6B	DETAILED POND GRADING PLAN
7	PHASING PLAN
8	PEDESTRIAN ACCESS PLAN
9	VEHICLE ACCESS PLAN
10	135TH ST IMPROVEMENT PLAN
11	HARDSCAPE PLAN
12	TREE SURVEY
L1–L4	LANDSCAPE PLANS

SCALE: 1"=100'



VICINITY MAP
SEC. 34-T13S-R25E

FLOOD NOTE:

A PORTION OF THIS PROPERTY LIES WITHIN ZONE AE(floodway), DEFINED AS SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN HEREON.

A PORTION OF THIS PROPERTY LIES WITHIN FLOODWAY ZONE AE(floodway) AS SHOWN HEREON.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON A FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COMMUNITY NO. 200174, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0039G, AND DATED AUGUST 3, 2009.

LANDSCAPE ARCHITECT
MOOD CONSULTING
3602 W. 179TH TERRACE
STILWELL, KS 66085
(913) 787-3817

ARCHITECT
KLOVER ARCHITECTS, INC.
10990 LOWELL AVE., SUITE 200
OVERLAND PARK, KS 66210
(913) 648-8181

OWNER: (CONTRACT OWNER)
LEAWOOD COMPANY
ATTN: RICK AND RICHARD LASHBROOK
P.O. BOX
OVERLAND PARK, KS 66225
913-730-9677

ENGINEER/APPLICANT
PHILIPS ENGINEERING, INC.
1370 W. WINCHESTER
OLATHE, KS 66061
(913) 393-1155
(913) 393-1166 FAX

PHILIPS ENGINEERING, INC.
1370 W. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

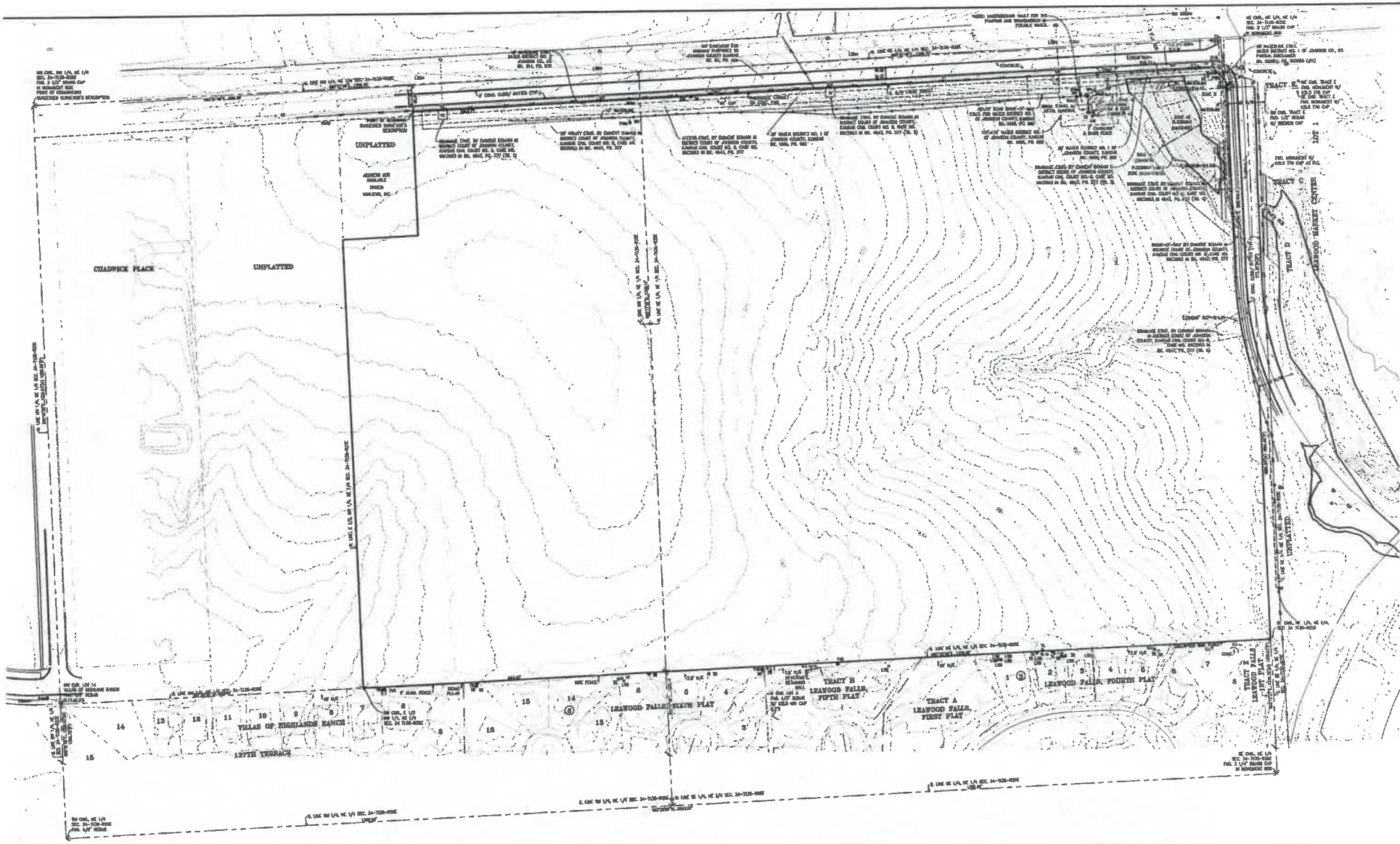
PLANNING
ENGINEERING
IMPLEMENTATION

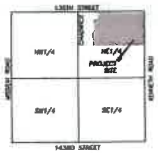
AERIAL SITE PLAN
REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

No.	Date	Revisions
1	8/5/2014	REVISIONS BASED ON CITY COMMENTS
2	9/5/2014	REVISIONS BASED ON CITY COMMENTS
3	11/7/2014	REVISIONS BASED ON CITY COMMENTS

PROJECT NO. 14005
Drawn: SAS
Check: SAS
DATE: 8/5/2014
SCALE: 1"=40'
HORIZ. 1"=40'
VERT. N/A
DESIGN: S. P. SHAW
DRAWN: S. A. SCHMITT
CHECK: S. P. SHAW
DATE: 8/5/2014
SURVEY: 8/5/2014
PLAT: 8/5/2014
CONSTRUCTION: 8/5/2014

SHEET
1
OF 12





VICINITY MAP
SEC. 34—T13S—R25E

SCALE: 1"=80'

BEARING BASIS: U.S. STATE PLANE 1983 KANSAS SOUTH ZONE (FIPS

SITE DATA TABLE:

GROSS AREA	93.3097 ACRES
NET(R.O.W./EASEMENTS/OTHER DEDS)	1.8888 ACRES
NON-DEDICATED(R.O.W.)	0.7348 ACRES
NET AREA	91.4859 ACRES
EXISTING ZONING	RP-1 AND
PROPOSED ZONING	RP-1, AND
PROPOSED NUMBER OF TRACTS	5
PROPOSED USE/ USE	RETAIL
PROPOSED LAND USE	RESIDENTIAL
GROSS DENSITY	2.14
REQUIRED OPEN SPACE	9.44 ACRES
TOTAL REQUIRED OPEN SPACE	9.45 ACRES
TOTAL PLANNED PERVIOUS, RESIDENTIAL	18.35 ACRES
ADDITIONAL OPEN SPACE PROVIDED	11.38 ACRES
OPEN SPACE	29.85

TILE NOTE:

TILE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. NCS2550 AND HAVE AN EFFECTIVE DATE OF JANUARY 24TH, 2022 AT 7:30 A.M.

FLOOD NOTE:

A PORTION OF THIS PROPERTY LIES WITHIN ZONE AE(UNNUMBERED), BETWEEN AN SPECIAL FLOOD HAZARD AREAS (Within) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN HEREON.

A PORTION OF THIS PROPERTY LIES WITHIN FLOODWAY ZONE AE(UNNUMBERED) AS SHOWN HEREON.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, SHOWN AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COMMUNITY NO. 200063, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0045G, AND DATED AUGUST 3, 2009.

PROJECT NOTE:

1. THE TOPOGRAPHY WAS SUPPLIED BY ALLS. (AUTOCADED INFORMATION MAPPING SERVICE) BASED ON IMAGERY DATED:
2. ALL TREES AS SHOWN HEREON SHALL BE EXCLUDED AS PUBLIC OPEN SPACE, COMMON AREAS AND BUT NOT LIMITED TO LANDSCAPING, FENCING, RETAINING STRUCTURES, SIGNS UNLESS DETERMINED AND APPROVED AND WILL BE OWNED AND MAINTAINED BY THE HOME ASSOCIATION.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION

All that part of the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 34, Township 13 South, Range 25 East, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 34; thence N 87°21'46" E, along the North line of the Northeast Quarter of the Northeast Quarter of said Section 34, a distance of 838.26 feet; thence S 2°17'08" E, a distance of 60.00 feet to the point of beginning, also being a point on the South right-of-way line of 135th Street, as now established; thence N 87°21'46" E along said south right-of-way line of 135th Street, a distance of 170.38 feet; thence S 46°58'44" E along the west right-of-way of Kenneth Road, as now established, a distance of 49.36 feet; thence S 2°17'22" E along said west right-of-way of Kenneth Road, a distance of 438.79 feet; thence southerly along a curve to the left, said curve being tangent to the last described course and having a radius of 758.30 feet, an arc distance of 342.05 feet to a point on the east line of the Northeast Quarter of said Section 34; thence S 2°17'22" E along the East line of the Northeast Quarter of said Section 34, a distance of 438.79 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 34, said point also being the Southeast corner of LEAWOOD FALLS, FIRST PLAT, a platted subdivision of land in the City of Leawood, Johnson County, Kansas; thence S 2°17'22" E along the East line of the Northeast Quarter of the Northeast Quarter of said Section 34, a distance of 1060.33 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 34; thence N 87°17'06" W, along the South line of said LEAWOOD FALLS, FIRST PLAT and the North line of LEAWOOD FALLS, FOURTH PLAT, LEAWOOD FALLS, FIFTH PLAT, LEAWOOD FALLS, SIXTH PLAT, VILLAS OF HIGHLANDS RANCH, all platted subdivisions of land in the City of Leawood, Johnson County, Kansas, a distance of 1060.33 feet to the Southwest corner of the East One-half of the Northeast Quarter of the Northeast Quarter of said Section 34; thence N 2°17'06" E, along the West line of East One-half of the Northeast Quarter of the Northeast Quarter of said Section 34, a distance of 807.33 feet; thence S 87°21'46" E, a distance of 168.00 feet; thence N 2°17'08" E, a distance of 270.01 feet; to the point of beginning, containing 5.5.3368 acres, more or less, of unplatted land.

LANDSCAPE ARCHITECT
MIDE CONSULTING
3863 W. 139TH TERRACE
LEAWOOD, KS 66224
(913) 387-2617

ARCHITECT
MILLER ARCHITECTS, PC.
10965 LEXUS AVE, SUITE 200
OVERLAND PARK, KS 66210
(913) 648-5161

OWNER: (CONTRACT OWNER)
LEAWOOD COMPANY
ATTN: NICK AND RICHARD LEAWOOD
P.O. BOX 70
OVERLAND PARK, KS 66225
913-338-8979

ENGINEER/APPLICANT:
PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KS 66061
(913) 393-1155
(913) 393-1156 FAX

EXISTING CONDITIONS PLAN
REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
(913) 393-1156 FAX

Professional Engineering Consultants

SHEET
2
OF 12

LEGEND

- = FOUND SURVEY MONUMENT (ORIGIN UNKNOWN UNLESS DESCRIBED)
- = SET 1/2"x24" REBAR WITH "PHELPS CLS-82" PLASTIC CAP
- BEM = BURIED ELECTRIC MARKER
- BM = BENCHMARK
- BWM = BURIED WATER MARKER
- ER = ELECTRIC RISER
- ES = ELECTRIC SECTIONALIZER
- ET = ELECTRIC TRANSFORMER
- FH = FIRE HYDRANT
- GW = GUY WIRE
- LP = LIGHT POLE
- LSB = LAWN SPRINKLER BOX
- PP = POWER POLE
- PPW = POWER POLE WITH TRANSFORMER(S)
- PVCR = PVC RISER
- SS = STREET SIGN
- SSMH = SANITARY SEWER MANHOLE
- STMH = STORM SEWER MANHOLE
- TCB = TRAFFIC CONTROL BOX
- TP = TELEPHONE POLE
- TR = TELEPHONE RISER
- TSL = TRAFFIC SIGNAL LIGHT
- TSLB = TRAFFIC SIGNAL LIGHT BOX
- TSLP = TRAFFIC SIGNAL LIGHT POLE
- TSMH = TRAFFIC SIGNAL MANHOLE
- TVR = TELEVISION RISER
- WM = WATER METER
- WV = WATER VALVE
- YL = YARD LIGHT
- = CEDAR OR EVERGREEN TREE
- = DECIDUOUS TREE
- GI = GRATE INLET
- CI = CURB INLET
- J.B. = JUNCTION BOX
- U/E = UTILITY EASEMENT
- S/E = SANITARY SEWER EASEMENT
- TP/E = TREE PRESERVATION EASEMENT
- (P) = PLATTED
- (D) = DEEDED
- (M) = MEASURED
- = OVERHEAD POWER LINE
- = WATER LINE
- = PROPERTY LINE
- = RIGHT-OF-WAY LINE (R/W)
- = SANITARY SEWER LINE
- = STORM SEWER LINE
- = FENCE LINE
- = HAND RAIL

VICINITY MAP
SEC. 34–T13S–R25E

LOT AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
RP-3	1658883.60	38.0821
TRACT A	322284.01	7.3982
TRACT B	792883.34	18.2021
TRACT C	47803.30	1.0013
TRACT D	134857.48	3.0958
TRACT E	59777.13	1.3723
TRACT F	10679.50	0.2452
TRACT G	31530.19	0.7248
TRACT H	64024.74	1.4698

TYPICAL
TWIN VILLAS

SITE DATA TABLE:

GROSS AREA	40.2867 ACRES
RETAIL/APARTMENTS/OFFICE (ROW)	1.4808 ACRES
HIGH DENSITY MULTI-FAMILY	0.7248 ACRES
RP-3 AREA	38.0821 ACRES
EXISTING ZONING	RP-3, MXD
PROPOSED ZONING	RP-3, MXD
PROPOSED NUMBER OF TRACTS	8
PROPOSED TWIN VILLAS	117 UNITS
PROPOSED LAND USE	RESIDENTIAL
DENSITY (TRACTS A-H)	31.44 ACRES
30% REQUIRED OPEN SPACE	9.43 ACRES
TOTAL BUILDING FOOTPRINT, SIDEWALK, DRIVEWAYS	10.73 ACRES
ADDITIONAL OPEN SPACE PROVIDED	11.30 ACRES
OPEN SPACE	65.8%

TITLE NOTE:

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 1483349 AND WITH AN EFFECTIVE DATE OF JANUARY 24TH, 2018 AT 7:30 A.M.

FLOOD NOTE:

A PORTION OF THIS PROPERTY LIES WITHIN ZONE AE(SHADED), DEFINED AS SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN HEREON.

A PORTION OF THIS PROPERTY LIES WITHIN FLOODWAY ZONE AE(HATCHED) AS SHOWN HEREON.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COMMUNITY NO. 200167, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0084G, AND DATED AUGUST 3, 2009.

TRACT SUMMARY:

A,B,C,D	RP-3 TWIN VILLAS
E	AMENITY
G,H	STORMWATER DETENTION, BIORETENTION
F	STORMWATER DETENTION, BIORETENTION, OPEN SPACE, NATIVE VEGETATED AREA

RP-3 BULK REQUIREMENTS:

FRONT SETBACK:	30 FEET
SIDE SETBACK:	30 FEET
SIDE LOT CORNER SETBACK	30 FEET
REAR SETBACK:	30 FEET
DENSITY:	MIN. 6,000 SQ. FT./UNIT
NUMBER OF ATTACHED UNITS	4 (MAXIMUM ALLOWED)
OPEN SPACE:	30% OF LOT AREA
HEIGHT LIMIT:	40 FEET AS MEASURED FROM GRADE AT THE FRONT OF THE BUILDING

PROPOSED CONDITION SUMMARY:

1. ALL STREETS ARE PUBLIC WITHIN THE BOUNDARY AND ARE CLASSIFIED AS LOCAL EXCEPT AS NOTED ON THE PLANS. NO MODIFICATIONS TO THE EXISTING STREET NETWORK.
2. LIQUID WASTE TO BE HANDLED IN THE EXISTING JOHNSON COUNTY WASTEWATER SYSTEM. A MAIN EXTENSION WILL BE REQUIRED TO SEWER LOTS.
3. ALL PROPOSED UTILITIES WILL BE PLACED UNDERGROUND WITHIN AND ADJACENT TO THE DEVELOPMENT.
4. ALL SIDEWALK TO BE 5' WIDE UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED IN THE RIGHT-OF-WAY OR A SIDEWALK EASEMENT.
5. ALL SIDEWALK, TRAILS, AND CROSSWALKS TO BE CONSTRUCTED PER CITY STANDARD DETAILS.
6. PLANTING AREAS CONTAINING TREES SHALL BE A MINIMUM OF 8' WIDE AND 60 SQ. FT. IN AREA.
7. STREET LIGHTS TO BE 30' POLES, 6' ARM, (RELATED-30800270 BY 4000K FIXTURE) PER CITY STANDARDS. STREET LIGHTS ALONG 137TH STREET TO BE SPECIAL TYPE PER CITY STANDARD DETAIL.
8. PRIOR TO REMOVAL OF ANY TREES WITHIN THE TREE PRESERVATION EASEMENT, THE APPLICANT SHALL CLEARLY MARK WHICH TREES ARE TO BE REMOVED AND GET APPROVAL FROM THE CITY PRIOR TO REMOVAL.
9. TREE PRESERVATION EASEMENT REQUIREMENTS SHALL BE GOVERNED BY THE HOME OWNERS ASSOCIATION DOCUMENTS ASSOCIATED WITH THIS DEVELOPMENT.

PROJECT NOTE:

1. THE TOPOGRAPHY WAS SUPPLIED BY A.I.M.S. (AUTOMATED INFORMATION MAPPING SYSTEM) BASED ON NAVD88 DATUM.
2. ALL TRACTS AS SHOWN HEREON SHALL BE DEDICATED AS PRIVATE OPEN SPACE, COMMON AREAS AND MAY INCLUDE BUT NOT LIMITED TO LANDSCAPING, FENCING, SUBDIVISION MONUMENTS, STORM WATER DETENTION AND AMENITIES AND WILL BE OWNED AND MAINTAINED BY THE HOMES ASSOCIATION.
3. ACCESS EASEMENTS FOR INDIVIDUAL UNITS SHALL BE PROVIDED AS NECESSARY TO MAINTAIN ACCESS FOR EACH UNIT AS THEY ARE PLATTED.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION

All that part of the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 34, Township 13 South, Range 25 East, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 34; thence N 87°21'46" E, along the North line of the Northwest Quarter of the Northeast Quarter of said Section 34, a distance of 823.38 feet; thence S 2°17'08" E, a distance of 60.00 feet to the point of beginning, also being a point on the South right-of-way line of 135th Street, as now established; thence N 87°21'46" E along said south right-of-way line of 135th Street, a distance of 1754.39 feet; thence S 40°54'08" E along the west right-of-way of Kenneth Road, as now established, a distance of 49.28 feet; thence S 2°17'37" E along said west right-of-way of Kenneth Road, a distance of 431.70 feet; thence southerly along a curve to the left, said curve being tangent to the last described course and having a radius of 756.20 feet, an arc distance of 247.05 feet to a point on the east line of the Northeast Quarter of said Section 34; thence S 2°17'37" E, along the East line of the Northeast Quarter of said Section 34, a distance of 558.45 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 34, said point also being the Northeast plat corner of LEAWOOD FALLS, FIRST PLAT, a platted subdivision of land in the City of Leawood, Johnson County, Kansas; thence S 87°25'56" W, along the North plat line of said LEAWOOD FALLS, FIRST PLAT and the North plat lines of LEAWOOD FALLS, FOURTH PLAT, LEAWOOD FALLS, FIFTH PLAT, LEAWOOD FALLS, SIXTH PLAT and VILLAS OF HIGHLANDS RANCH, all platted subdivisions of land in the City of Leawood, Johnson County, Kansas, a distance of 1990.30 feet to the Southwest corner of the East One-half of the Northwest Quarter of the Northeast Quarter of said Section 34; thence N 2°17'08" W, along the West line of East One-half of the Northwest Quarter of the Northeast Quarter of said Section 34, a distance of 897.33 feet; thence N 87°21'46" E, a distance of 165.00 feet; thence N 2°17'08" W, a distance of 270.01 feet; to the point of beginning, containing 56.3386 acres, more or less, of unplatted land.

SCALE: 1"=80'

BEARING BASIS: U.S. STATE PLANE 1983 KANSAS NORTH ZONE (1501)

LANDSCAPE ARCHITECT
NDER CONSULTING
3802 W. 178TH TERRACE
STILWELL, KS 66085
(913) 787-3617

ARCHITECT
BLOXER ARCHITECTS, INC.
10955 LOWELL AVE, SUITE 700
OVERLAND PARK, KS 66210
(913) 649-8181

OWNER: (CONTRACT OWNER)
LASHBROOK COMPANY
ATTN: RICK AND RICHARD LASHBROOK
P.O. 26970
OVERLAND PARK, KS 66225
913-735-1877

ENGINEER/APPLICANT:
PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KS. 66061
(913) 393-1155
(913) 393-1166 FAX

FINAL PLAN

REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

No.	Date	Revision
1	6/12/2018	REVISED BASED ON CITY COMMENTS
2	8/13/2018	REVISED BASED ON CITY COMMENTS
3	11/1/2018	REVISED LAYOUT

PHELPS ENGINEERING, INC.
PLANNING
ENGINEERING
IMPLEMENTATION

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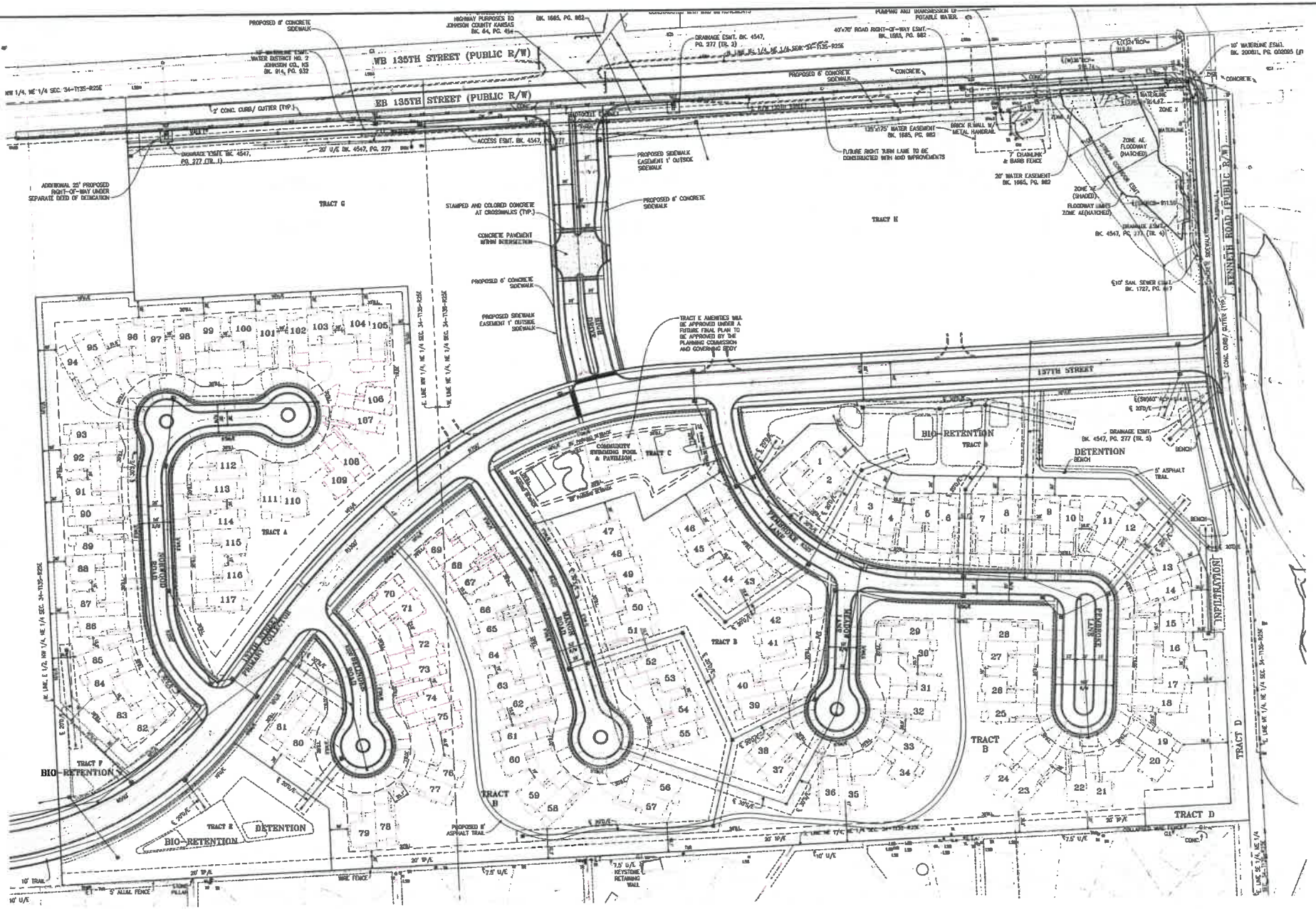


LOW AREAS		
PARCEL	AREA (SF.)	AREA (AC.)
BP-3	[illegible]	[illegible]
TRACT A	[illegible]	[illegible]
TRACT B	[illegible]	[illegible]
TRACT C	[illegible]	[illegible]
TRACT D	[illegible]	[illegible]
TRACT E	[illegible]	[illegible]
TRACT F	[illegible]	[illegible]
TRACT G	[illegible]	[illegible]
TRACT H	[illegible]	[illegible]

LANDSCAPE ARCHITECT
[illegible]

ARCHITECT
[illegible]

OWNER: (CONTRACT OWNER:)
[illegible]

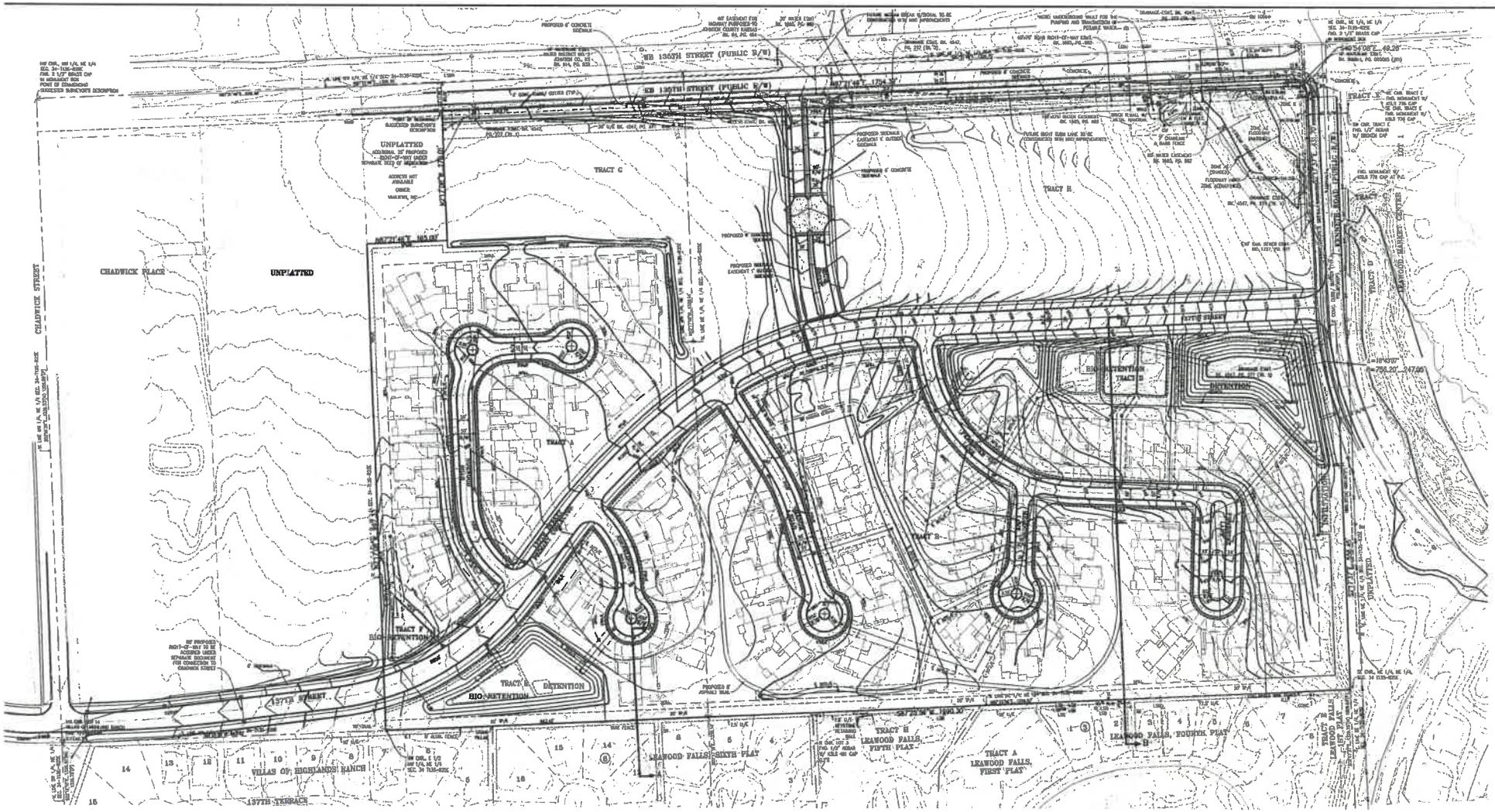
ENGINEER/APPLICANT
[illegible]

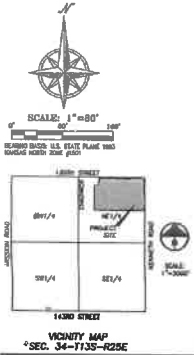
PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

PLANNING
ENGINEERING
IMPLEMENTATION

FINAL PLAN
REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

SHEET
4
OF 12





VICINITY MAP
°SEC. 34-T13S-R25E

SCALE: 1"=80'

BEARING BASIS: U.S. STATE PLANE 1983 KANSAS NORTH ZONE 1501

LANDSCAPE ARCHITECT
MOSS CONSULTING
3002 W. 179TH TERRACE
STILWELL, KS 66085
(913) 897-0817

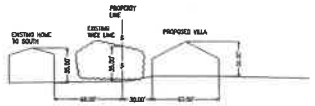
ARCHITECT
GLOVER ARCHITECTS, INC.
10955 LOWELL AVE, SUITE 900
OVERLAND PARK, KS 66210
(913) 948-8181

OWNER: (CONTRACT OWNER)
LASHBROOK COMPANY
ATTN: RICK AND RICHARD LASHBROOK
P.O. BOX 70
OVERLAND PARK, KS 66225
913-735-6677

ENGINEER/APPLICANT:
PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KS 66061
(913) 393-1155
(913) 393-1156 FAX

DETENTION BASIN TYPICAL SECTION
N.T.S.

BIORETENTION TYPICAL SECTION
N.T.S.



CROSS SECTION VIEW A-A
H:1"=10'
V:1"=10'

CROSS SECTION VIEW B-B
H:1"=20'
V:1"=10'

GRADING PLAN
REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S - R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

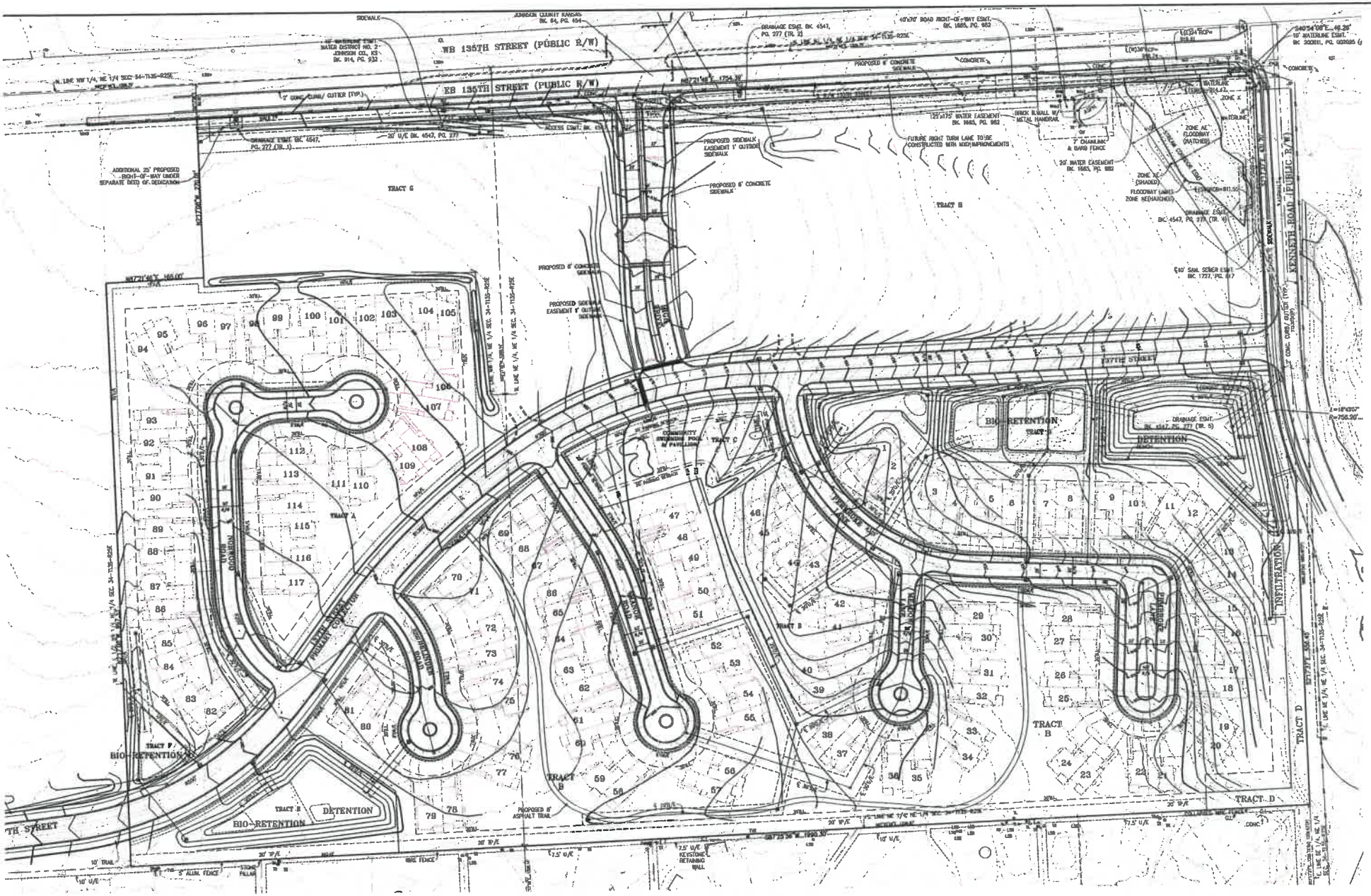
PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
FAX (913) 393-1156

PLANNING
ENGINEERING
IMPLEMENTATION

No.	Date	Revisions
1	8/12/2008	REVISIONS PER 1ST CITY COMMENTS
2	8/15/2008	REVISIONS PER 2ND CITY COMMENTS
3	9/17/2008	REVISED LAYOUT

PROJECT NO. 07-0164
DATE: 8-1-08
SCALE: 1"=80'
DRAWN BY: SMD
CHECKED BY: JCH
SURVEY BY: PHELPS ENGINEERING, INC.
ENGINEER OF RECORD: JOHN C. HOSKINS, P.E.
ENGINEER OF RECORD: PHELPS ENGINEERING, INC.

SHEET
5
OF 12



VICINITY MAP
SEC. 34-T13S-R25E

LANDSCAPE ARCHITECT
MOEN CONSULTING
3840 W. 139th TERRACE
LEAWOOD, KS 66224
(913) 787-2917

ARCHITECT
KLINGER ARCHITECTS, INC.
10565 LOWELL AVE., PLEB. 100
OVERLAND PARK, KS 66210
(913) 648-4181

OWNER: (CONTRACT OWNER)
LASHBROOK COMPANY
ATTN: RICK AND RICHARD LASHBROOK
P.O. BOX 20
ENGLAND PARK, KS 66210
913-722-5077

ENGINEER/APPLICANT:
PHILIP M. DeMARIANIS, INC.
1270 N. WINCHESTER
OLATHE, KS 66061
(913) 393-1155
(913) 393-1156 Fax

MYERS ENGINEERING, INC.
Civil Engineering
Water Resource Studies
Dam & Levee Design
(913) 327-1155
Fax (913) 327-1165

PEI
PLANNING
ENGINEERING
IMPLEMENTATION

GRADING PLAN

REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

No.	Date	Revisions
1	10/5/2015	REVISED PER CITY COMMENTS
2	11/2/2015	REVISED PER CITY COMMENTS
3	12/7/2015	REVISED PER CITY COMMENTS

Project No. 15-0000
Scale: 1"=60'
Drawn By: JMM
Checked By: PMD
Date of Publication: 12/7/2015
Revised: 12/7/2015
Date of Submittal: 10/5/2015
Revised: 11/2/2015
Revised: 12/7/2015

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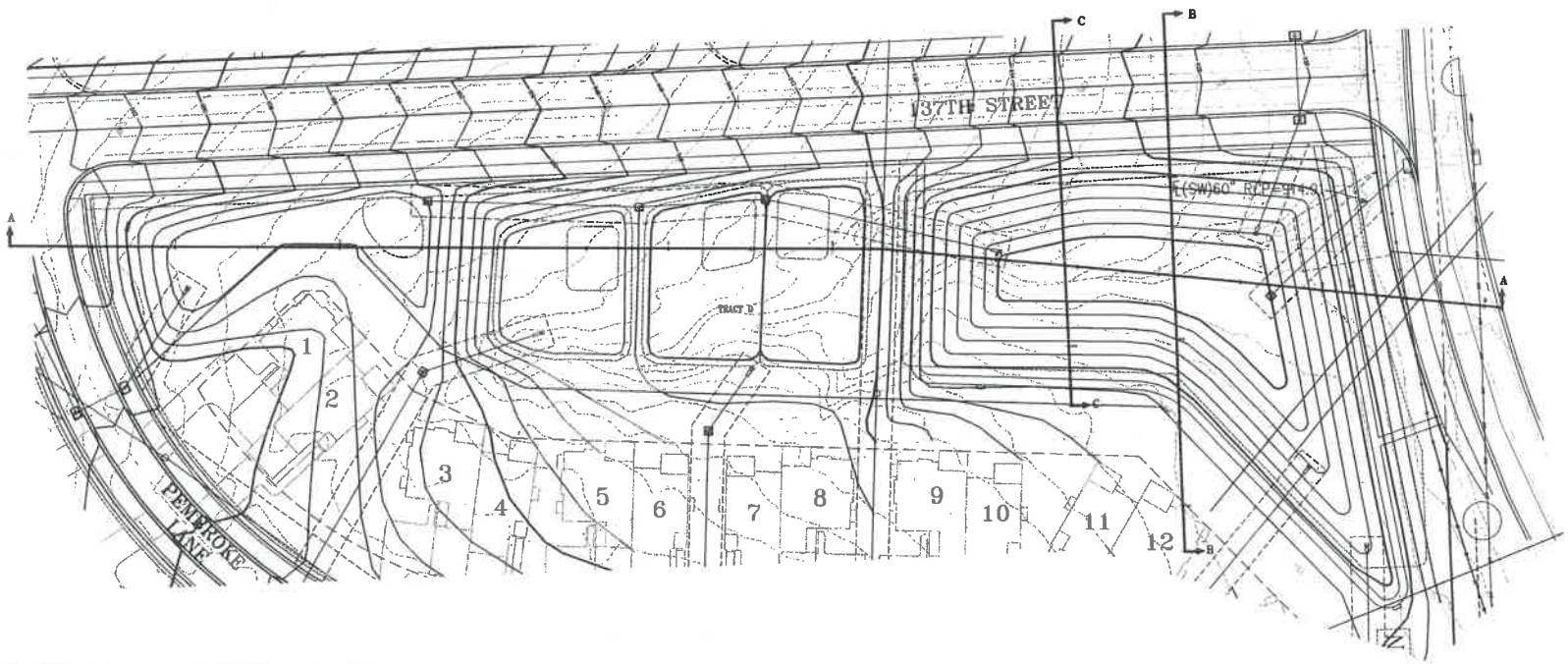
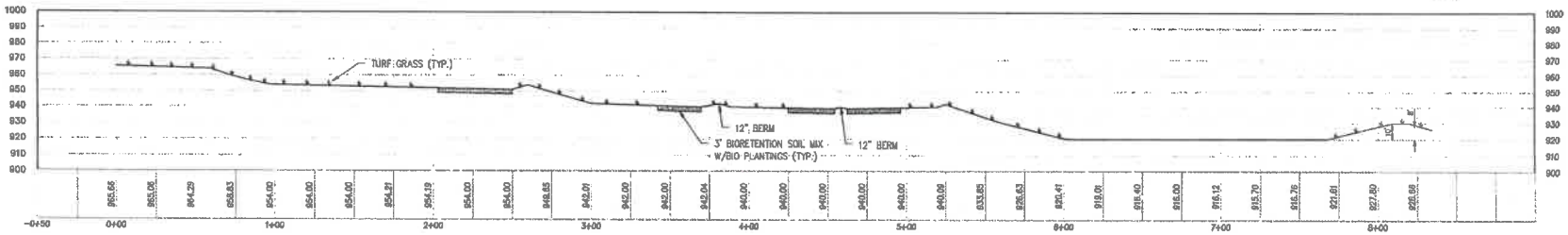
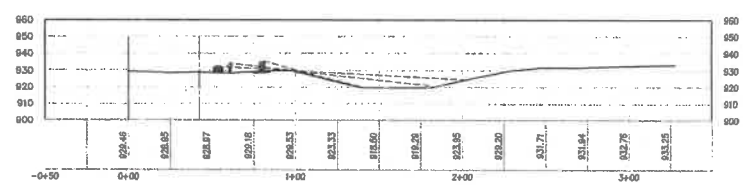
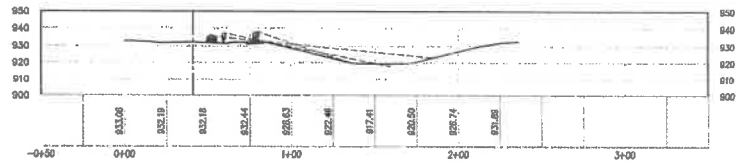




SECTION A-A
SCALE: 1"=30'



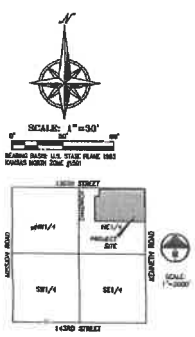
SECTION B-B
SCALE: 1"=30'



SECTION C-C
SCALE: 1"=30'

DETENTION BASIN TYPICAL SECTION
N.T.S.

BIORETENTION TYPICAL SECTION
N.T.S.



VICINITY MAP
SEC. 34-T13S-R25E

LANDSCAPE ARCHITECT
MOOR CONSULTING
[illegible]
(913) 782-2817

ARCHITECT
[illegible]
(913) [illegible]

OWNER: (CONTRACT OWNER:)
LASHBROOK COMPANY
[illegible]
P.O. [illegible]
[illegible]
913-735-9077

ENGINEER/APPLICANT:
PHELPS ENGINEERING, INC.
[illegible]
(913) 393-1155
(913) 393-1156 FAX

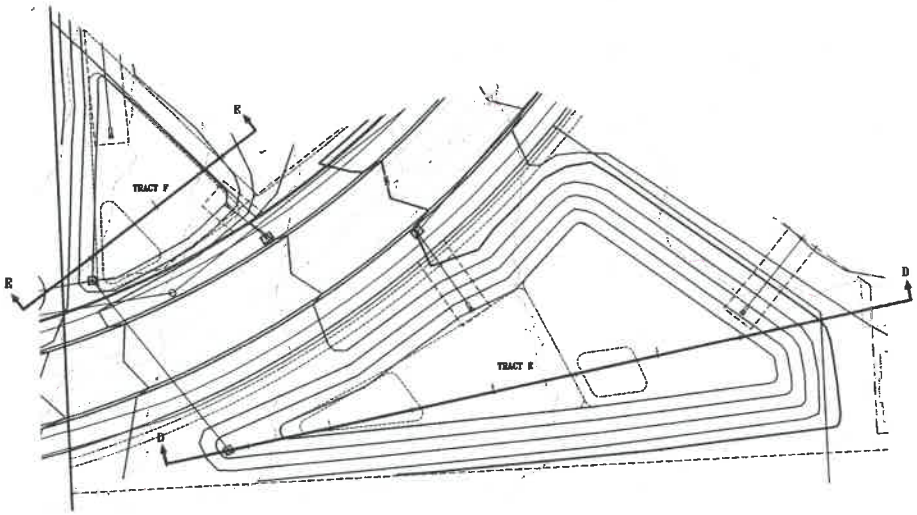
POND DETAILED GRADING PLAN

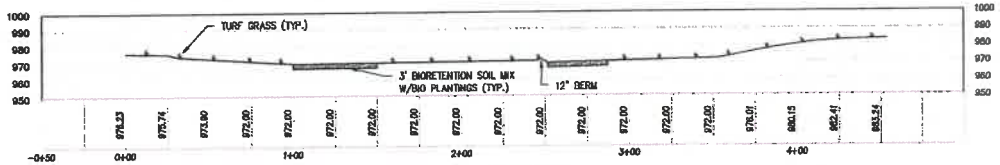
REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

PHELPS ENGINEERING, INC.
[illegible]

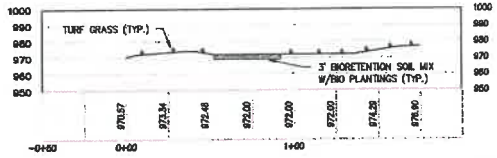
PLANNING
DESIGN
ENGINEERING
IMPLEMENTATION

SHEET
6A
OF 12





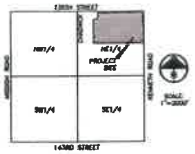
SECTION D-D



SECTION E-E

SCALE: 1"=80'

BEARING BASIS: U.S. STATE PLANE 1983 KANSAS NORTH ZONE, FIPS



VICINITY MAP
SEC. 34-T13S-R25E

LANDSCAPE ARCHITECT
MIDER CONSULTING
3660 W. 179TH TERRACE
STILWELL, KS 66085
(913) 747-2817

ARCHITECT
OLSSON ASSOCIATES, INC.
10955 LOWELL AVE., SUITE 700
OVERLAND PARK, KS 66210
(913) 648-2161

OWNER: (CONTRACT OWNER:)
LASHBROOK COMPANY
ATTN: RICK AND RICHARD LASHBROOK
P.O. BOX 70
OVERLAND PARK, KS 66206
913-338-2077

ENGINEER/APPLICANT:
PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KS 66061
(913) 393-1155
(913) 393-1156 Fax

EXTENDED DRY DETENTION TYPICAL SECTION
N.T.S.

BIORETENTION TYPICAL SECTION
N.T.S.

POND DETAILED GRADING PLAN

REGENTS PARK FINAL PLAN

PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1156

PHELPS ENGINEERING, INC.
INFRASTRUCTURE SOLUTIONS

No.	Description	Date
1	REVISIONS BASED ON CITY COMMENTS	11/13/2019
2	REVISIONS BASED ON CITY COMMENTS	12/13/2019
	ISSUED FOR CONSTRUCTION	12/27/2019

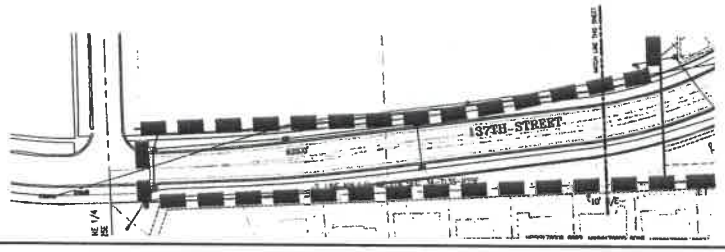
PROJECT NO. 18-0000
DATE: 8-16-19
SCALE: 1" = 40'
DESIGNED BY: JMB
DRAWN BY: JMB
CHECKED BY: JMB
PROFESSIONAL ENGINEER
JOHN M. BRUNKOW
1-27-2020

SHEET
6B
OF 12

VICINITY MAP
SEC. 34-T13S-R25E

SCALE: 1"=2000'

SCALE: 1"=60'



LANDSCAPE ARCHITECT
MIDE CONSULTING
3661 N. 176th TERRACE
OLATHE, KS 66061
(913) 362-4617

ARCHITECT
BLOCH ARCHITECTS, INC.
10955 LOWELL AVE, SUITE 700
OVERLAND PARK, KS 66210
(913) 814-8181

OWNER: (CONTRACT OWNER)
LASHBROOK COMPANY
ATTN: RICK AND RICHARD LASHBROOK
P.O. BOX 30
OVERLAND PARK, KS 66225
913-735-5577

ENGINEER/APPLICANT:
PHILIPS ENGINEERING, INC.
1700 N. WAKEFIELD
OLATHE, KS 66061
(913) 393-1155
(913) 393-1156 FAX

PHILIPS ENGINEERING, INC.
CIVIL • TRANSPORTATION
(913) 393-1155
Fax (913) 393-1156

PHASING PLAN
REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S - R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

No.	Revisions	Date
1	RECEIVED BOARD OF CITY COMMENTS	4-28-14
2	RECEIVED BOARD OF CITY COMMENTS	6-30-14
3	REVISED LAYOUT	7-31-2014

PROJECT NO. 14-0105
DESIGNED BY: JMP
DRAWN BY: JMP
CHECKED BY: JMP
DATE: 4-28-14

SHEET
7
OF 12

PEDESTRIAN CIRCULATION PLAN

REGENTS PARK FINAL PLAN

PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E

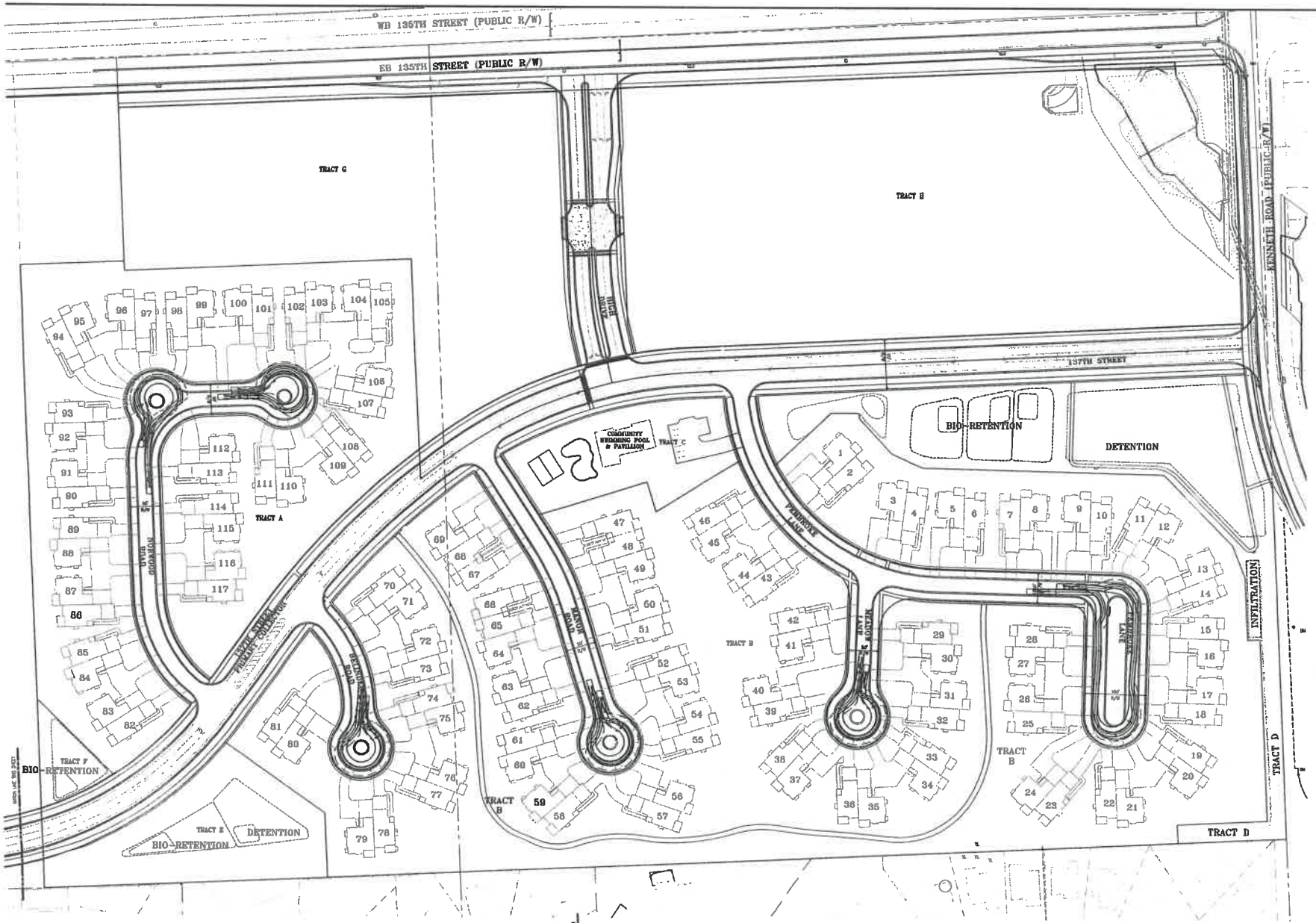
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

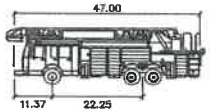
13500 KENNETH ROAD

SHEET

8

OF 12





Firetruck-Leawood

	feet
Width	: 8.14
Track	: 7.61
Lock to Lock Time	: 10.0
Steering Angle	: 39.8

SCALE: 1"=60'

BEARING BASIS: U.S. STATE PLANE 1983 KANSAS NORTH ZONE (1501)

LANDSCAPE ARCHITECT
MIDER CONSULTING
1202 N. 170th Terrace
Olathe, KS 66061
(913) 707-3617

ARCHITECT
KLAMER ARCHITECTS, INC.
10050 Lowell Ave, Suite 700
Overland Park, KS 66210
(913) 649-8181

OWNER: (CONTRACT OWNER)
LASHBROOK COMPANY
ATTN: RICK AND RICHARD LASHBROOK
P.O. 2870
Overland Park, KS 66225
913-735-4977

ENGINEER/APPLICANT
PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, KS 66061
(913) 393-1155
(913) 393-1166 FAX

PHELPS ENGINEERING, INC.
Civil Structural Water Resources
Transportation Surveying
1270 North Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

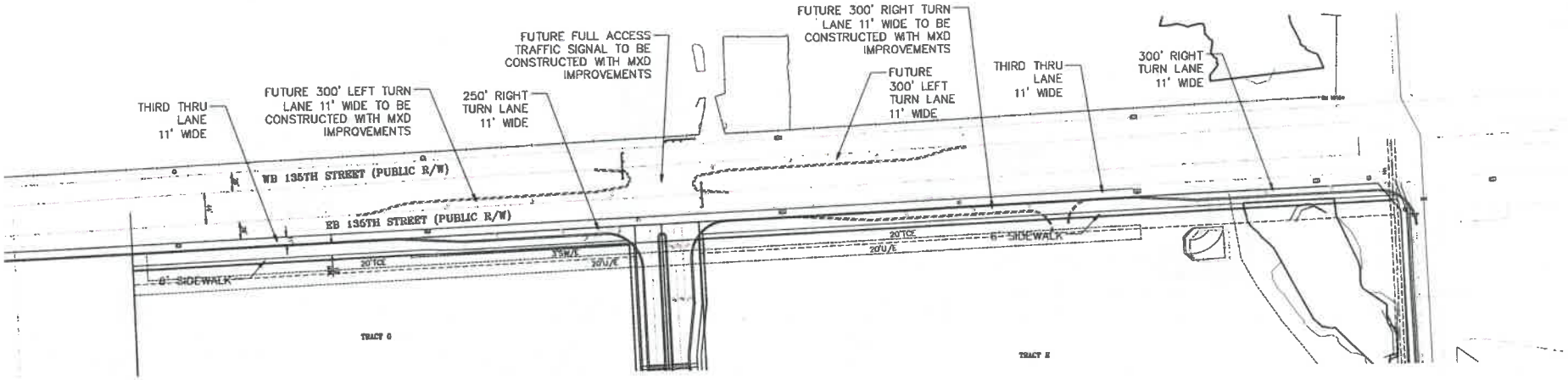
VEHICLE ACCESS PLAN

REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

No.	Date	By	Description
1	8/31/2021	MW	RESPONSE TO 2ND SUBMITTAL COMMENTS
2	10/5/2021	MW	RESPONSE TO 3RD SUBMITTAL COMMENTS
3	11/1/2021	MW	RESPONSE TO 4TH SUBMITTAL COMMENTS

PROJECT NO. 181004
DESIGNED BY: MW
DRAWN BY: MW
CHECKED BY: MW
DATE OF ISSUANCE: 11/1/2021
REVISED: CONTRACT

SHEET 9 OF 12



135TH STREET IMPROVEMENTS

SCALE: 1"=60'

LANDSCAPE ARCHITECT
MIDE CONSULTING
3402 N. 176th Street
SHAWNEE, KS 66218
(913) 707-3417

ARCHITECT
KLOOZ JACKSON, INC.
10956 LAMAR AVE., SUITE 300
OVERLAND PARK, KS 66210
(913) 649-6161

OWNER: (CONTRACT OWNER)
LAUBROCK COMPANY
ATTN: ROY AND RICHARD LAUBROCK
P.O. BOX
OVERLAND PARK, KS 66201
913-735-8877

ENGINEER/APPLICANT:
PHILLIPS ENGINEERING, INC.
1270 E. WINCHESTER
OLATHE, KS. 66062
(913) 393-1155
(913) 393-1166 FAX

PHILLIPS ENGINEERING, INC
1270 E. Winchester
Olathe, Kansas 66062
(913) 393-1155
Fax (913) 393-1166

PLANNING
ENGINEERING
SURVEYING

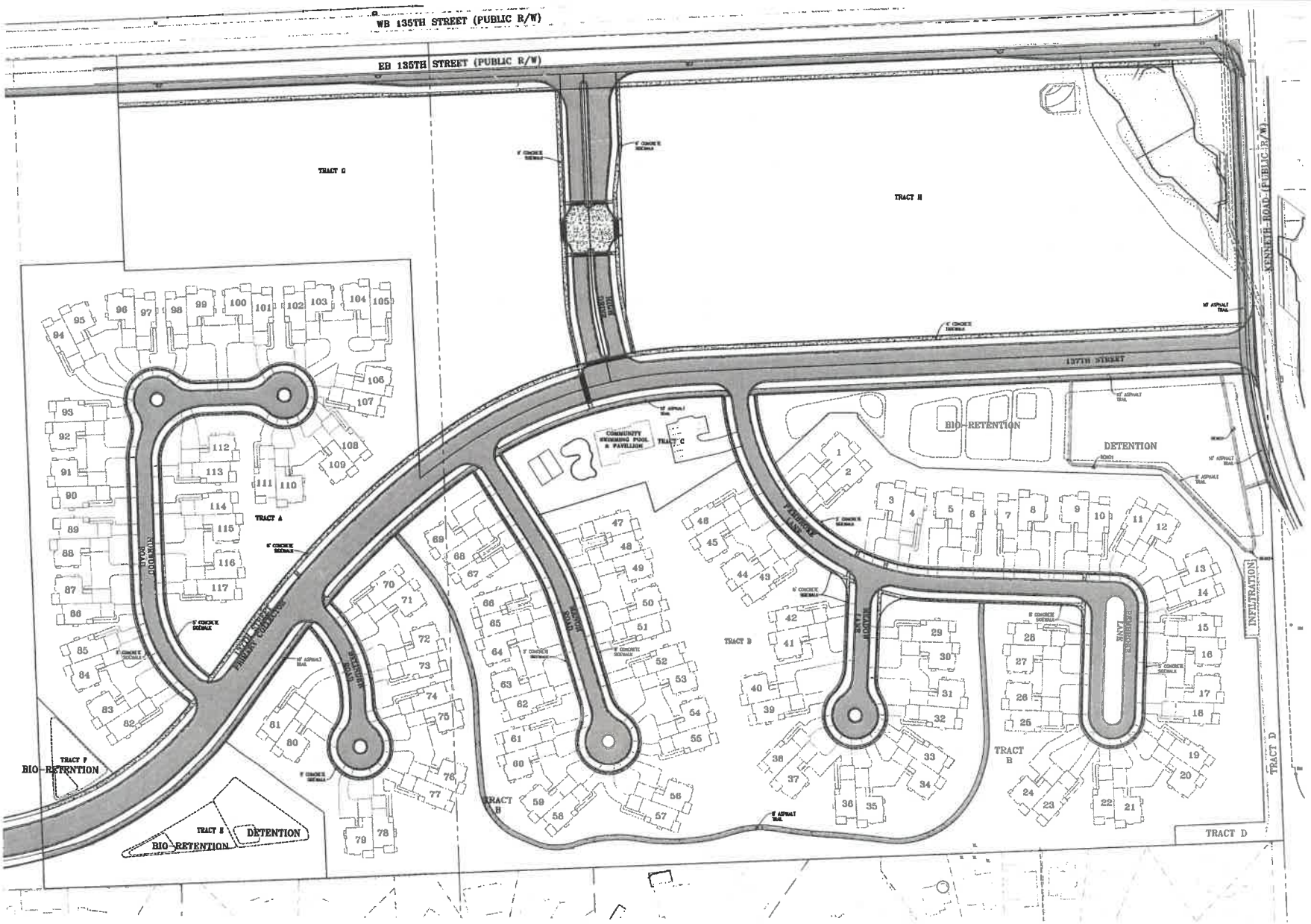
135TH STREET FUTURE PLAN

REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

No.	Description	Date
1	REVISED PER CITY COMMENTS	4/13/2006
2	REVISED PER CITY COMMENTS	5/1/2006
3	REVISED LAYOUT	5/9/2006

PROJECT NO. 06005
DATE: 4-13-06
DRAWN BY: CJ/MS
CHECKED BY: JJ
SCALE: AS SHOWN

SHEET
10
OF 12



LANDSCAPE ARCHITECT
MIRA CONSULTING
3662 W. 135th TERRACE
OVERLAND PARK, KS 66223
(913) 787-3817

ARCHITECT
KLOOS ARCHITECTS, INC.
10015 LOWELL AVE., SUITE 705
OVERLAND PARK, KS 66210
(913) 549-5151

OWNER: (CONTRACT OWNER)
LASHBROOK Company
ATTN: RICK AND BRENDA LASHBROOK
P.O. BOX 70
OVERLAND PARK, KS 66225
913-725-7977

ENGINEER/APPLICANT:
PHELPS ENGINEERING, INC
1270 N. WINCHESTER
OLATHE, KS, 66061
(913) 393-1155
(913) 393-1166 FAX

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

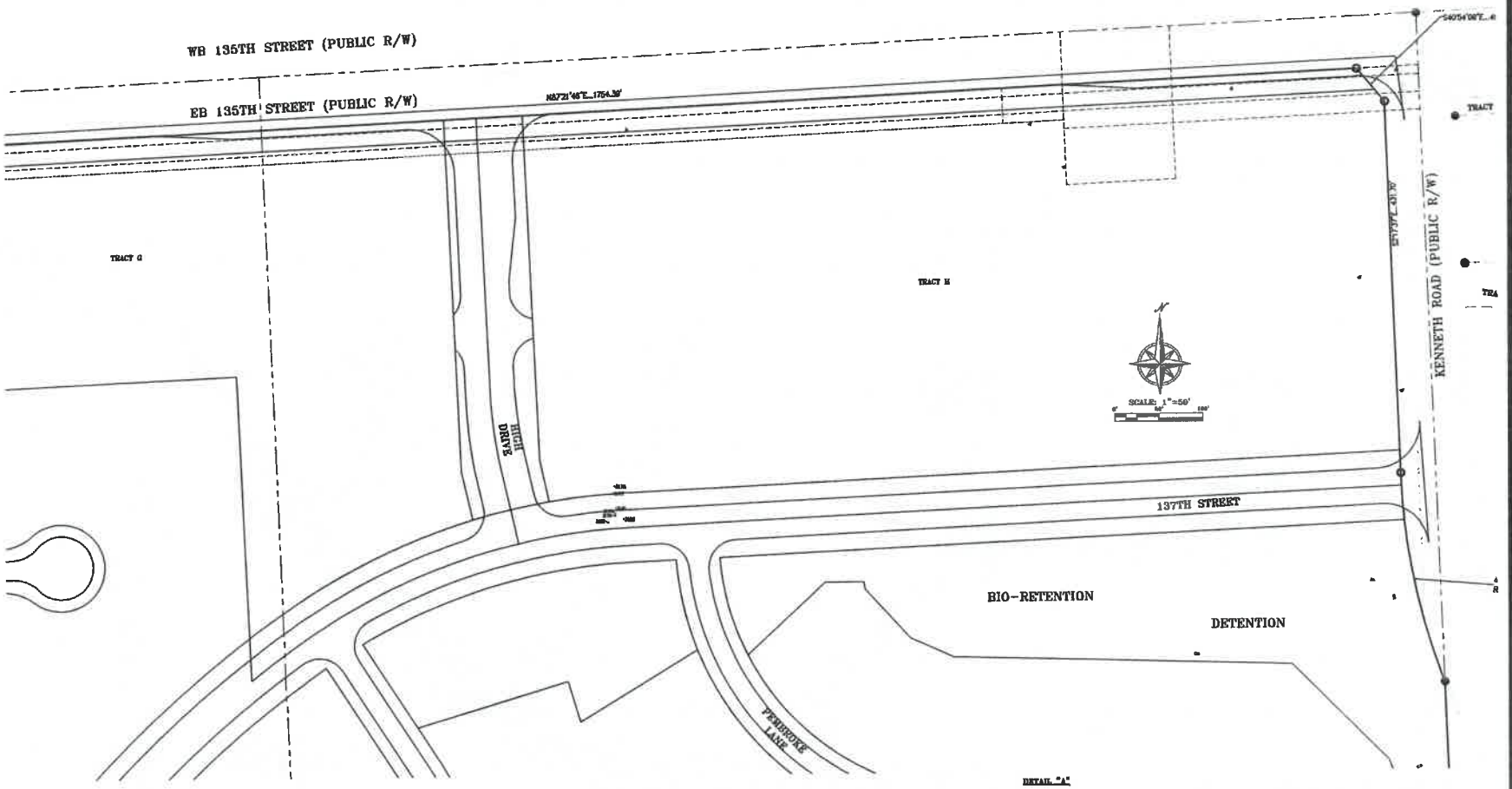
PLANNING
ENGINEERING
SURVEYING

HARDSCAPE PLAN
REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S – R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS
13500 KENNETH ROAD

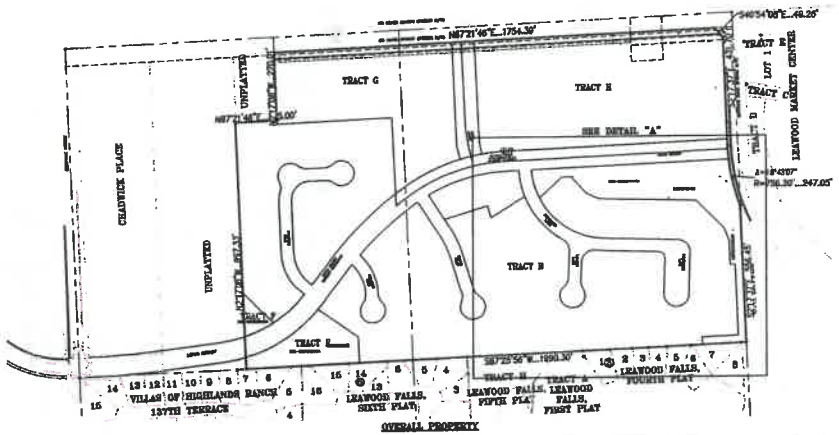
No.	Revisions	By	Date
1	REVISIONS PER CITY COMMENTS	JMB	5/7/2018
2	REVISIONS PER CITY COMMENTS	JMB	6/7/2018
3	REVISED LAYOUT	JMB	7/17/2018

PROJECT NO. 161099
DRAWN: B.A.S.
CHECKED: J.M.B.
DATE: 5/7/2018
SCALE: 1"=40'
CONCEPT & ARCHITECTURE
SHEET L1.0
CONCEPT & ARCHITECTURE
SHEET L1.1

SHEET
11
OF 12



VICINITY MAP
SEC. 34-T13S-R25E



3170	36" MDNS
3173	42" MDNS
3176	36" HACKBERRY
3179	6" DEC
3180	18" HACKBERRY
3181	15" DEC
3182	30" MULBERRY

DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE S 87°21'46" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 1754.39 FEET; THENCE S 2°37'40" E, A DISTANCE OF 591.76 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF KENNETH ROAD, AS NOW ESTABLISHED; THENCE S 87°39'48" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 135TH STREET, A DISTANCE OF 49.25 FEET; THENCE S 2°37'40" E, ALONG SAID WEST RIGHT-OF-WAY OF KENNETH ROAD, A DISTANCE OF 1130.91 FEET; THENCE S 87°25'56" E, A DISTANCE OF 1691.30 FEET; THENCE S 2°37'40" E, ALONG THE WEST RIGHT-OF-WAY OF HIGH DRIVE, A DISTANCE OF 1130.91 FEET; THENCE S 87°25'56" E, A DISTANCE OF 1691.30 FEET; THENCE S 2°37'40" E, ALONG SAID WEST RIGHT-OF-WAY OF KENNETH ROAD, A DISTANCE OF 49.25 FEET; THENCE SOUTHERLY, ALONG THE WEST RIGHT-OF-WAY OF HIGH DRIVE AND ALONG A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 756.30 FEET, AN ARC DISTANCE OF 347.05 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE S 2°37'40" E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 1320.45 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N 87°38'38" W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AND THE NORTH LINE OF LEAWOOD FALLS, FOURTH PLAT, LEAWOOD FALLS, FIRST PLAT, LEAWOOD FALLS, FIFTH PLAT, LEAWOOD FALLS, SIXTH PLAT, AND VILLAS OF HIGHLANDS RANCH, A DISTANCE OF 1691.30 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N 2°37'40" W ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 2652.90 FEET; THENCE N 87°39'48" E, A DISTANCE OF 660.66 FEET; THENCE N 2°37'40" W, A DISTANCE OF 1320.45 FEET; THENCE N 87°39'48" E, A DISTANCE OF 660.66 FEET TO THE POINT OF BEGINNING, CONTAINING 3,454,183 SQUARE FEET OR 79.3100 ACRES, MORE OR LESS.

GROSS AREA = 260.3306 ACRES / 11,454,183 SQ.FT.

DECLARATION:

I, THOMAS EUGENE PHILIPS, HEREBY CERTIFY THAT I OR SOMEONE UNDER MY DIRECT SUPERVISION MADE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

THOMAS EUGENE PHILIPS
LS-0078
LAND SURVEYOR

PHILIPS ENGINEERING, INC.
12201 N. Woodland
Olathe, Kansas 66061
(913) 397-7722
Fax (913) 397-7166

PLANNING
ENGINEERING
SURVEYING

TREE SURVEY

REGENTS PARK FINAL PLAN
PART OF THE NORTHEAST QUARTER SECTION 34 T13S - R25E
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

No.	Revisions	Date
1		
2		
3		
4		
5		

PROJECT NO. 1997.73
DATE 3-31-98
SCALE 1"=50'
DRAWN BY JMS
CHECKED BY TEP
SURVEY OF APPROVED
PRELIMINARY PLAT

SHEET
12
OF 12

1 OVERALL STREET AND ORNAMENTAL TREE PLAN

SCALE: 1"=60'-0"

Planting Notes

1. Location of all existing utilities needs to done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
   a. Creeping groundcover shall be a minimum of 6" from paving edge.
   b. All trees shall be a minimum of 3' from paving edge.
   c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
   d. All shrubs shall be a minimum of 3' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation then-of and shall be replaced by the property owner as required by the City.
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

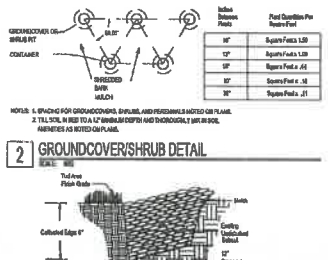
Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. *All dead or damaged plant material shall be replaced at Landscape Contractor's expense.*
5. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

Landscape Calculations

Perimeter Landscaping adjacent to public ROW:
Street Tree Requirements:
One Street tree is required for every 35' of street frontage:
Requirement Met.

Triplex Landscaping Requirements:
One shrub is required per 5 lineal feet of street frontage for each of the tri-plexes.
Each Triplex is 117' wide. 23 shrubs required. 23 Shrubs Provided.
Requirement Met.

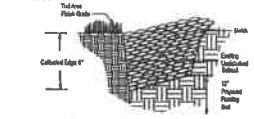


Inches Between Plants	Plant Quantities Per Square Foot
18"	Square Feet = 1.33
12"	Square Feet = 1.33
10"	Square Feet = .44
12"	Square Feet = .16
36"	Square Feet = .11

NOTES: 1. SPACING FOR GROUNDCOVERS, SHRUBS, AND PERENNIALS NOTED ON PLANS.
2. TILL SOIL IN BED TO A 12" MINIMUM DEPTH AND THOROUGHLY MIX IN SOIL AMENDERS AS NOTED ON PLANS.

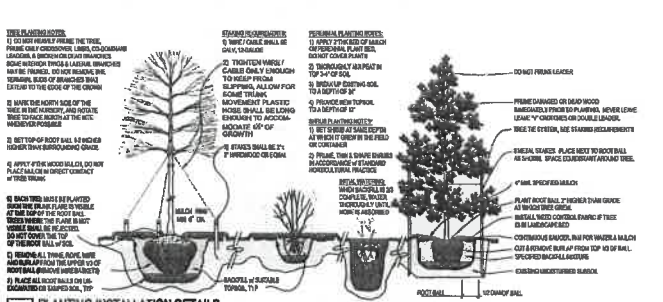
2 GROUNDCOVER/SHRUB DETAIL

SCALE: NTS



3 CULTIVATED EDGE DETAIL

SCALE: NTS



4 PLANTING INSTALLATION DETAILS

SCALE: NTS

Landscape Schedule

Symbol	Qty	Botanical Name	Common Name	Min Root	Min Size	Comments
DECIDUOUS TREES						
	48	Tilia cordata	Little Leaf Linden		2.5"	8' min. clear., ground to canopy
	28	Quercus rubra	Northern Red Oak		2.5"	8' min. clear., ground to canopy
	130	Platanus x acerifolia	London Plane Tree		2.5"	8' min. clear., ground to canopy
	26	Ulmus parvifolia	Lacebark Elm		2.5"	8' min. clear., ground to canopy
	134	Acer x freemanii "Marmo"	Marmo Freeman Maple		2.5"	8' min. clear., ground to canopy
EVERGREEN TREES						
	41	Juniperus chinensis 'Hetzii'	Hetzii Juniper	6" ht.		symmetrical specimen form
	21	Picea glauca 'Densata'	Black Hills Spruce	6" ht.		symmetrical specimen
	23	Picea abies	Norway Spruce	6" ht.		symmetrical specimen form
ORNAMENTAL TREES						
	17	Cercis canadensis	Eastern Redbud		1.5"	
	8	Cornus kousa 'Chinensis'	Chinese Kousa Dogwood		2"	
DECIDUOUS SHRUBS						
	53	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	2 gal.		Plant @ 3' O.C.
	24	Physocarpus opulifolius 'Seafoamcompac'	Seafoam Compact Ninebark	3 gal.		Plant @ 4' O.C.
	55	Syringa X 'Penda'	Bloomerang Purple Lilac	3 gal.		Plant @ 5' O.C.
EVERGREEN SHRUBS						
	20	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.		Plant @ 5' O.C.
EXISTING TREES TO BE REMOVED						EXISTING TREES GROWING TO BE PRESERVED
GROUNDCOVER PLANTS						
	1,573	Liatris spicata/alba	Prairie Blazingstar	Dorm Cont Proc		Plant @ 18" O.C.
	1,184	Sesleria autumnalis	Autumn Moor Grass	Dorm Cont Proc		Plant @ 18" O.C.
	840	Carex hachijoensis	Evergold Sedge	Dorm Cont Proc		Plant @ 18" O.C.

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED LANDSCAPE ARCHITECT

CLIENT
Rick and Richard Lashbrook

PROJECT
Regents Park
135th and Kenneth Rd.
Leawood, KS

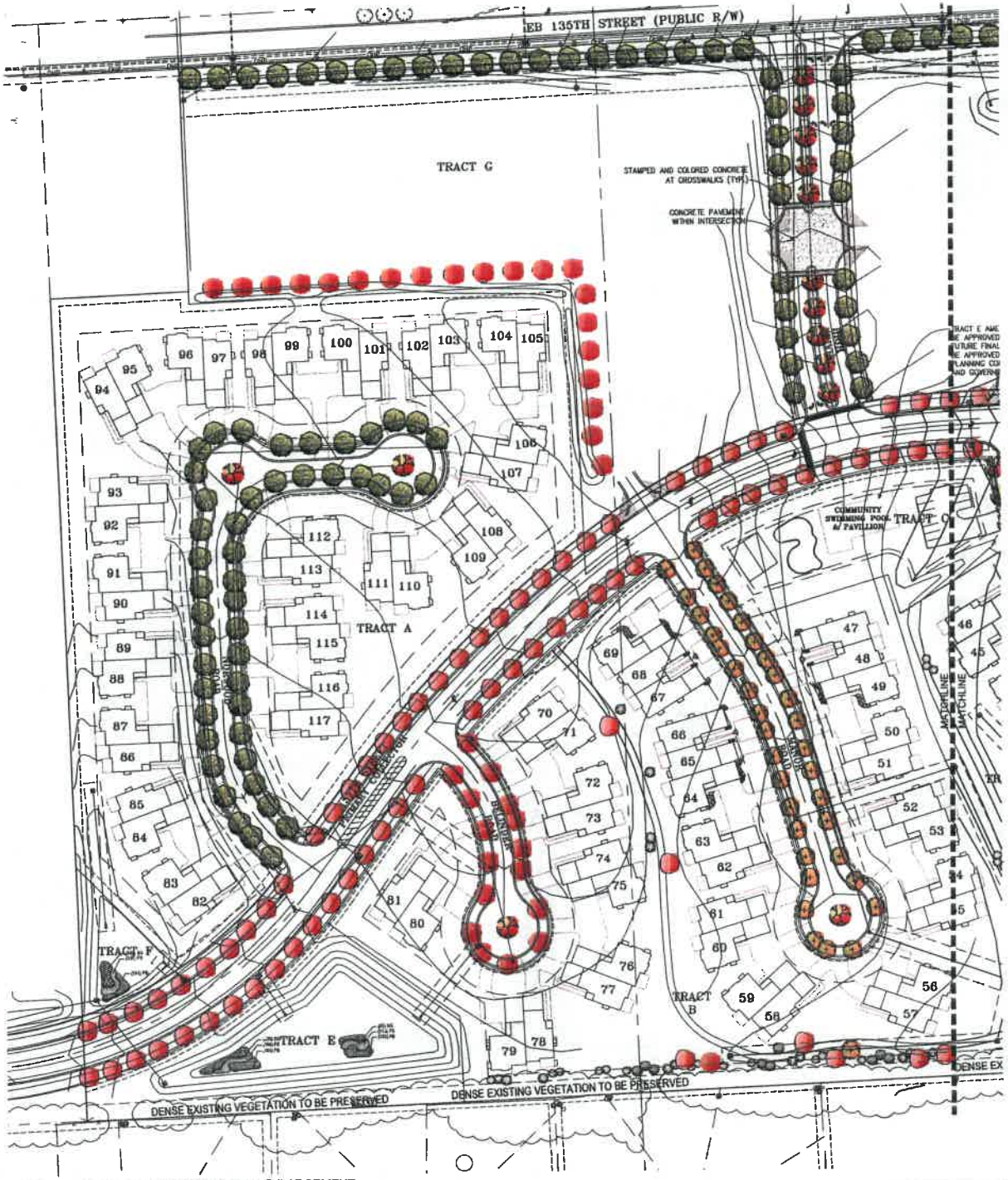
SCALE: 1"=60'

NORTH

0 60 120 240

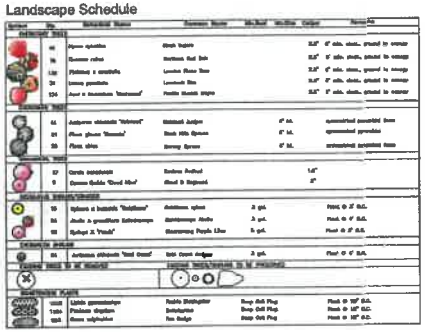
Date: 7.26.19
Project #: 423
Landscape Plan

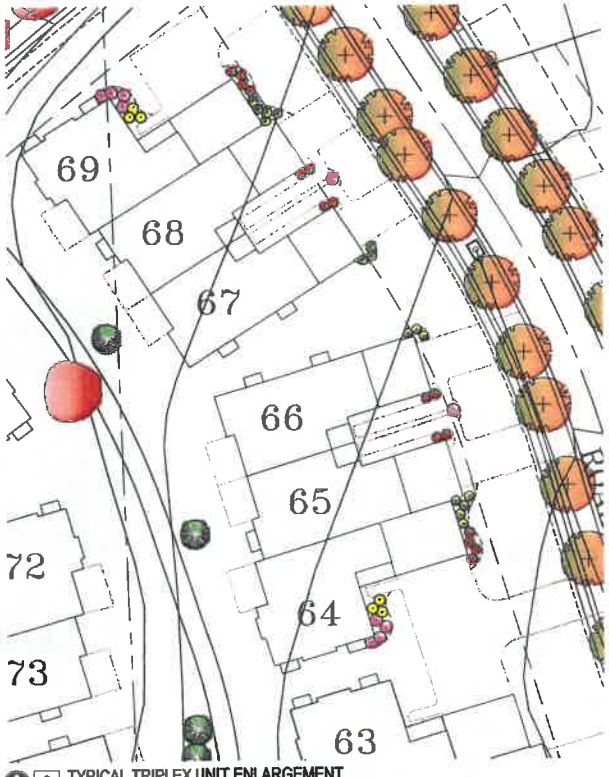
L1



1 WEST AREA LANDSCAPE PLAN ENLARGEMENT

Landscape Schedule





2 TYPICAL TRIPLEX UNIT ENLARGEMENT

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED KANSAS LANDSCAPE ARCHITECT

CLIENT
Rick and Richard Lashbrook

PROJECT
Regents Park
135th and Kenneth Rd.
Leawood, KS

SCALE: 1"=60'
NORTH
0 60 120 180

Date: 7.26.19
Project #: 423
Landscape Plan

L2

1 EAST AREA LANDSCAPE PLAN ENLARGEMENT

Landscape Schedule

Symbol	Qty	Reference Name	Common Name	Min. Max.	Min. Max.	Caliper	Remarks
CONIFERS TREES							
	45	[illegible]	[illegible]			[illegible]	[illegible]
	120	[illegible]	[illegible]			[illegible]	[illegible]
	130	[illegible]	[illegible]			[illegible]	[illegible]
	30	[illegible]	[illegible]			[illegible]	[illegible]
	134	[illegible]	[illegible]			[illegible]	[illegible]
CONIFERS TREES							
	41	[illegible]	[illegible]		[illegible]		[illegible]
	25	[illegible]	[illegible]		[illegible]		[illegible]
	30	[illegible]	[illegible]		[illegible]		[illegible]
DECIDUOUS TREES							
	17	[illegible]	[illegible]			[illegible]	
	8	[illegible]	[illegible]			[illegible]	
DECIDUOUS SHRUBS/VINES							
	25	[illegible]	[illegible]	2 gal.			[illegible]
	25	[illegible]	[illegible]	3 gal.			[illegible]
	56	[illegible]	[illegible]	6 gal.			[illegible]
EVERGREEN SHRUBS							
	84	[illegible]	[illegible]	3 gal.			[illegible]
EXISTING TREES TO BE PRESERVED							
ASPECTATION PLANTS							
	[illegible]	[illegible]	[illegible]	Deep Cell Plug			[illegible]
	[illegible]	[illegible]	[illegible]	Deep Cell Plug			[illegible]
	[illegible]	[illegible]	[illegible]	Deep Cell Plug			[illegible]

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED KANSAS LANDSCAPE ARCHITECT

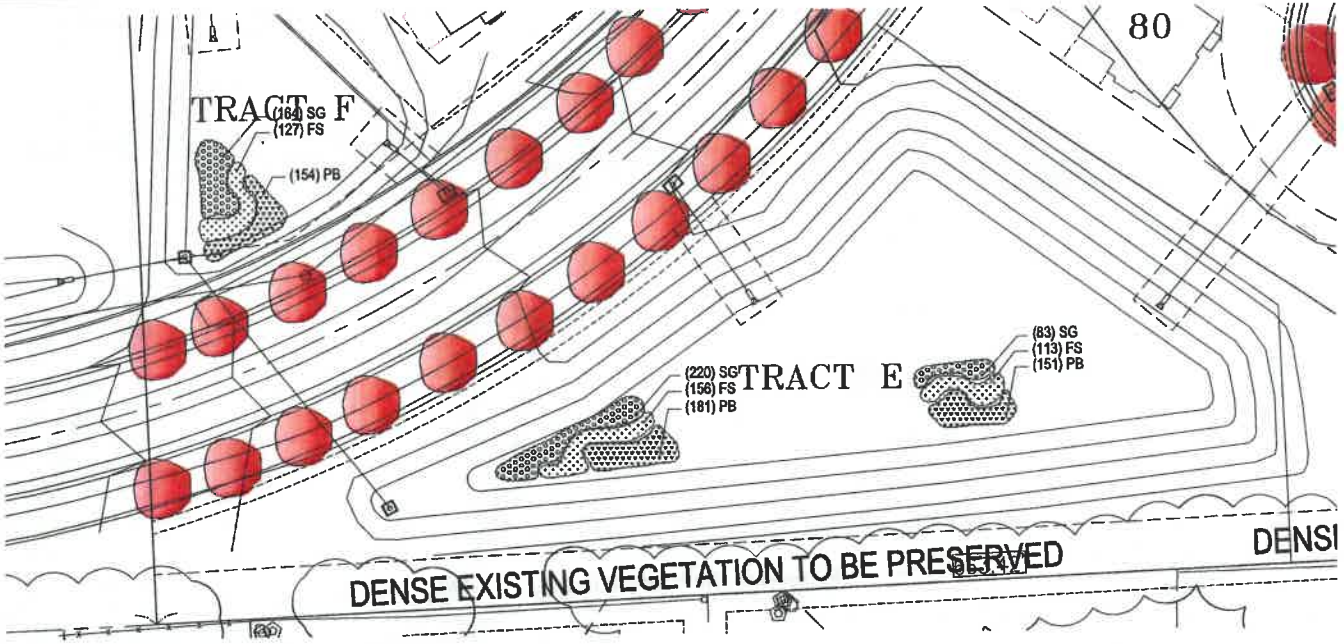
CLIENT
Rick and Richard Lashbrook

PROJECT
Regents Park
135th and Kenneth Rd.
Leawood, KS

SCALE: 1"=50' NORTH
0 50 100 150

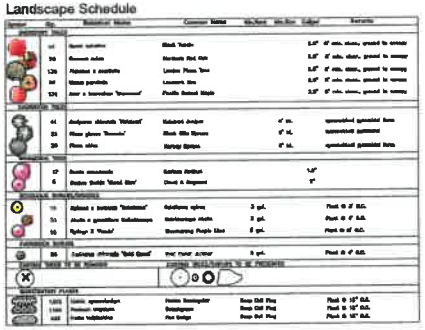
Date: 7.26.19
Project #: 423
Landscape Plan

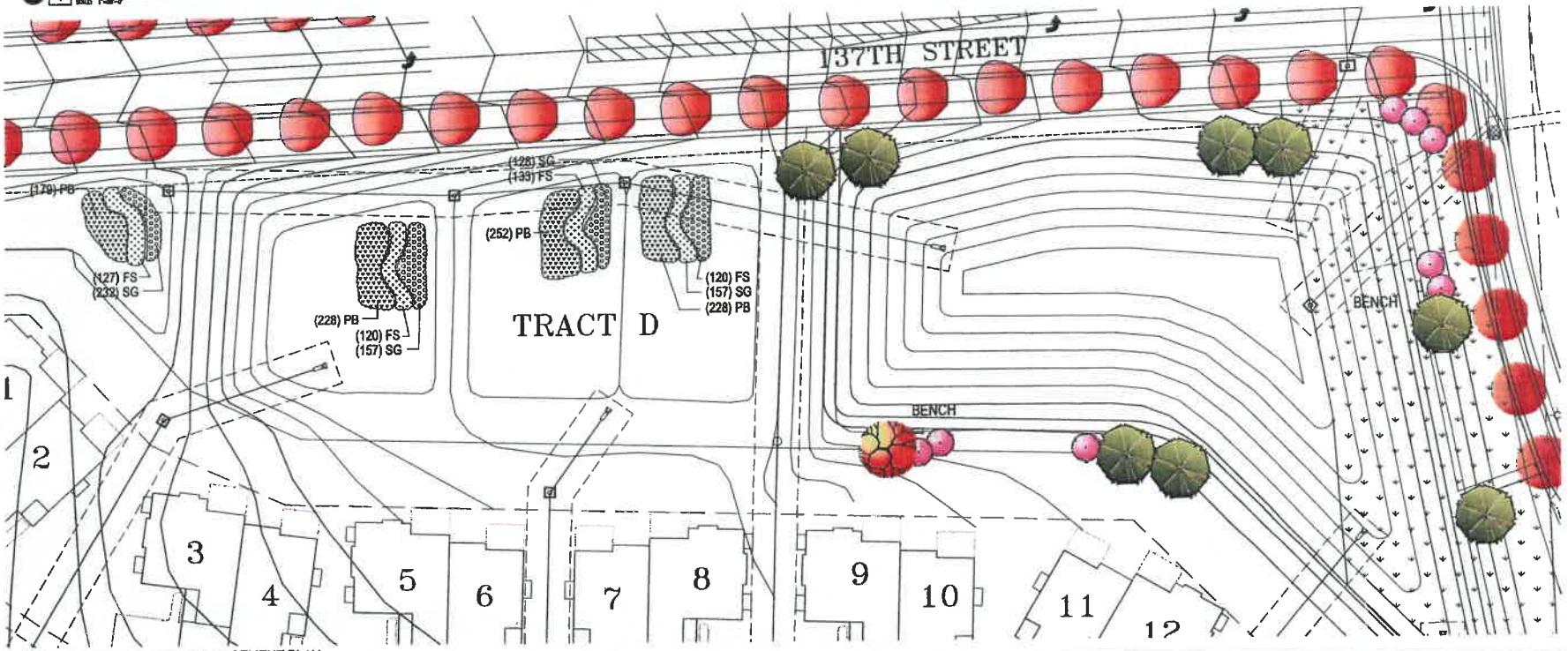
L3



1 WEST BMP AREA ENLARGEMENT PLAN

Landscape Schedule





2 EAST BMP AREA ENLARGEMENT PLAN

MEIER
LANDSCAPE ARCHITECTURE
15345 Metcalf Ave.
Overland Park, KS 66223
913.787.2617

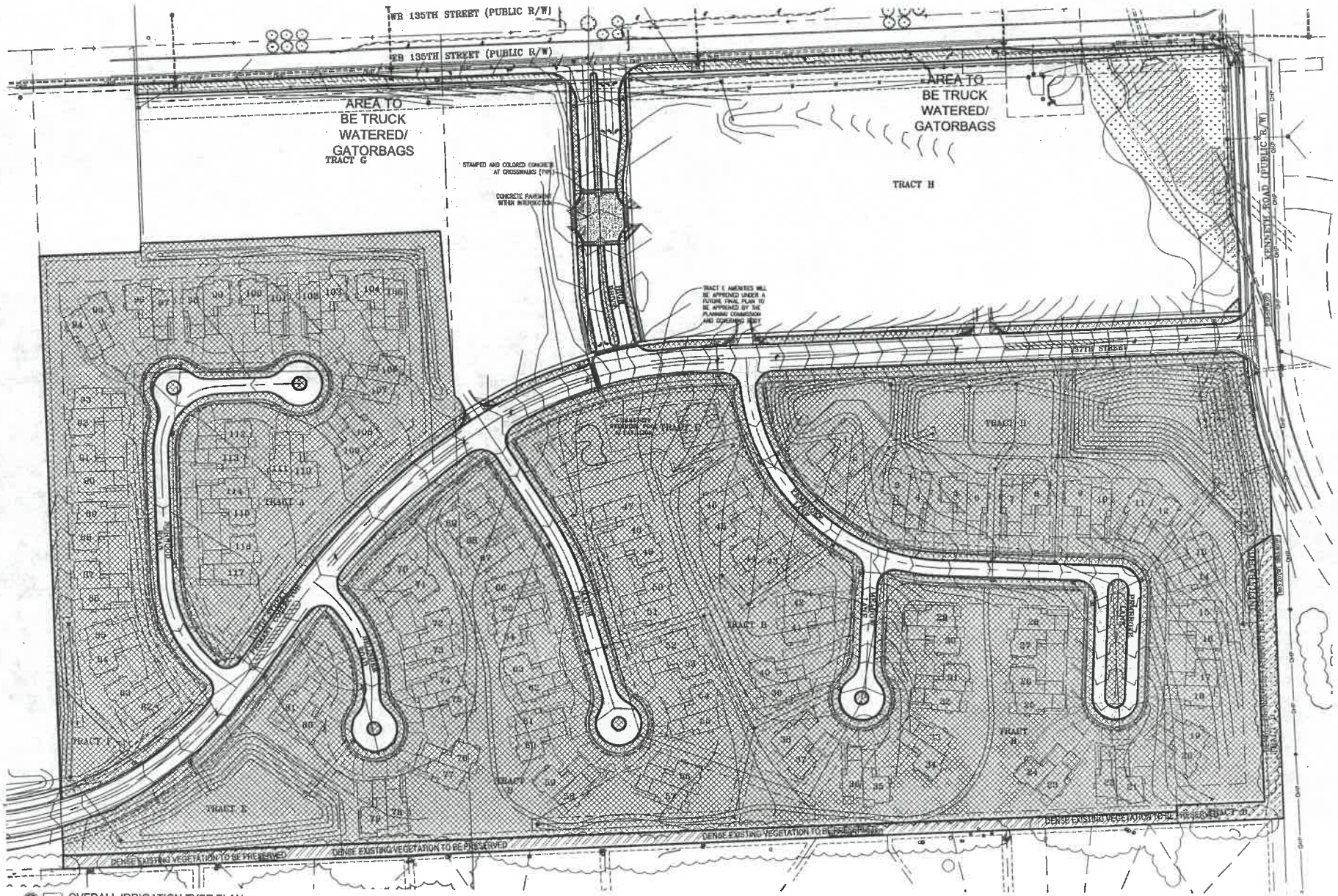
CLIENT
Rick and Richard Lashbrook

PROJECT
Regents Park
135th and Kenneth Rd.
Leawood, KS

SCALE: 1"=20' NORTH
0 20 40 60

Date: 7.26.19
Project #: 423
Landscape Plan

L4



1 OVERALL IRRIGATION TYPE PLAN

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Rick and Richard Lashbrook

PROJECT
Regents Park
135th and Kenneth Rd.
Leawood, KS

SCALE 1"=60' NORTH
0 60 120 180

Date: 7.26.19
Project #: 423
Landscape Plan

L3

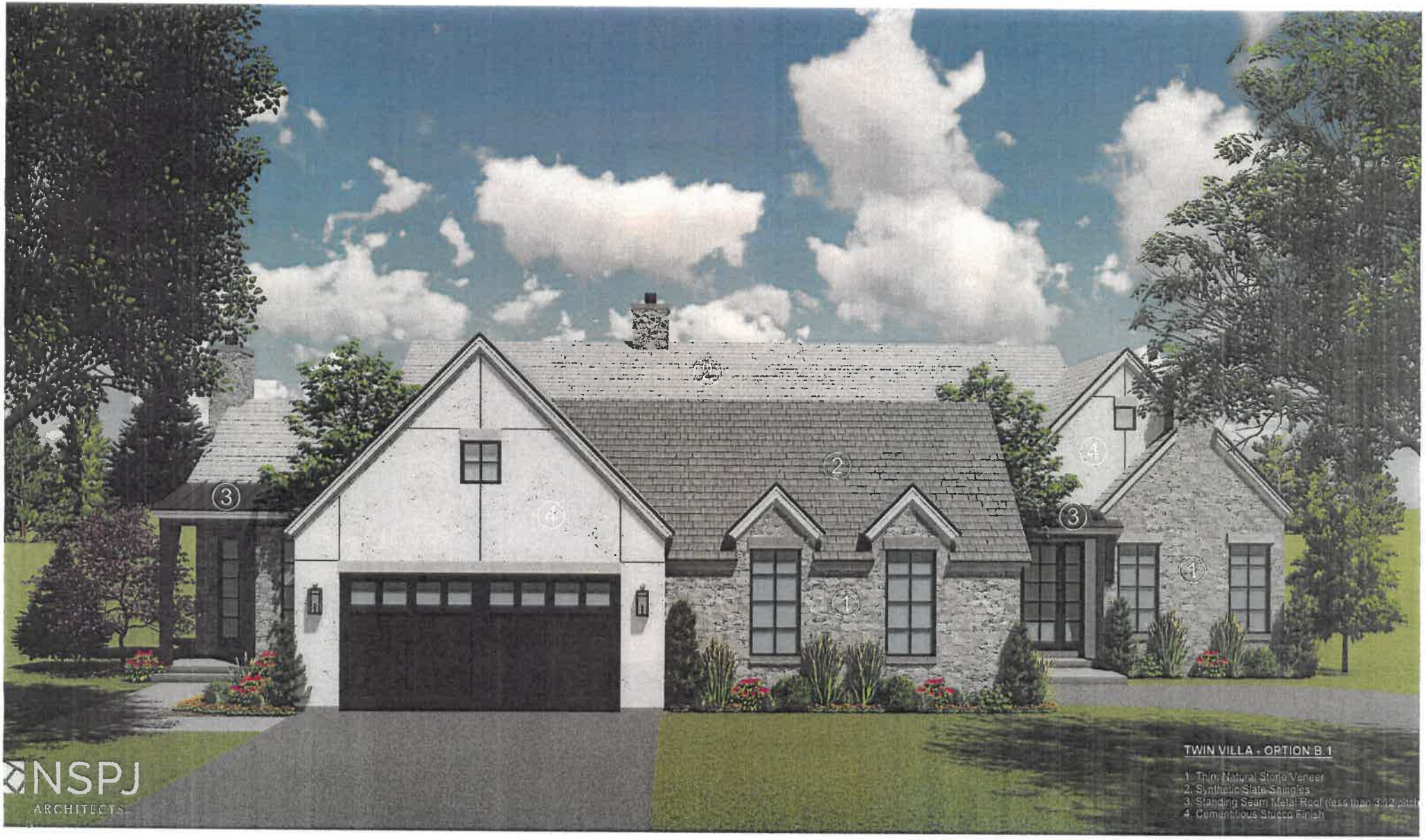
2
3
3
TWIN VILLA - OPTION A
1. Clay-fired Thin Brick Veneer
2. Synthetic Slate Shingles
4. Standing Seam Metal Roof (less than 3:12 pitch)
NSPJ
ARCHITECTS

NSPJ
ARCHITECTS

NSPJ ARCHITECTS

2
3
4
3
4
TWIN VILLA - OPTION A 2 (ALT COLORS)
1. Clay-fired Thin Brick Veneer
2. Synthetic Slate Shingles
3. Standing Seam Metal Roof (less than 3:12 pitch)
4. Cementitious Stucco Finish
NSPJ
ARCHITECTS

TWIN VILLA - OPTION B
1. Thin, Natural Stone Veneer
2. Synthetic Slate Shingles
3. Standing Seam Metal Roof (less than 3:12 pitch)
4. Cementitious Stucco Finish
NSPJ
ARCHITECTS



NSPJ
ARCHITECTS

NSPJ
ARCHITECTS

TWIN VILLA - OPTION C.1
1. Thin Natural Stone Veneer
2. Synthetic Slate Shingles
3. Standing Seam Metal Roofing (less than 3:12 pitch)
4. Cementitious Stucco Finish
NSPJ
ARCHITECTS

LEGEND:

① DOORS, WINDOWS, METAL ROOF (LESS THAN 3:12 PITCH)
SHERWIN WILLIAMS - TRICORN BLACK (SW6258)

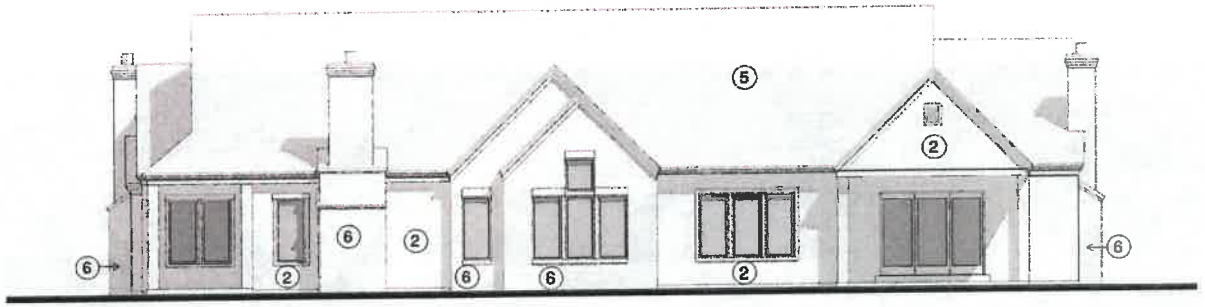
② FIBER CEMENT PANELS
SHERWIN WILLIAMS - PURE WHITE (SW7008) OR
MOONLIT ORCHID (SW9153)

③ WOOD TRIM, POST, BEAMS
OLYMPIC- OXFORD BROWN 713

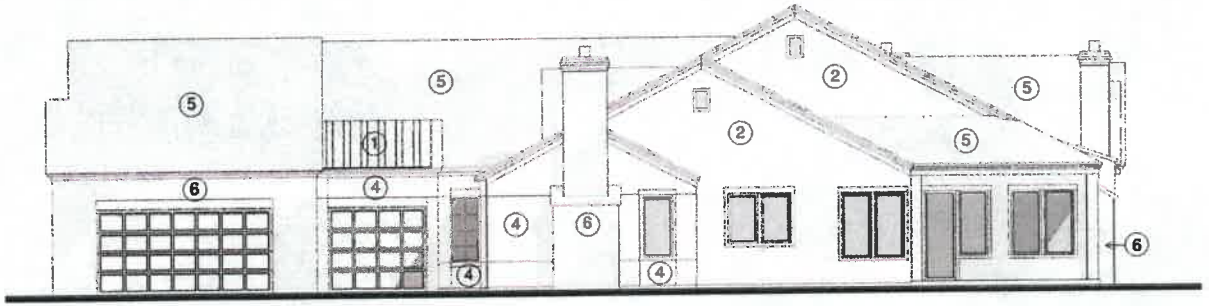
④ CEMENTITIOUS STUCCO
SHERWIN WILLIAMS- PURE WHITE (SW7005)

⑤ SYNTHETIC SLATE SHINGLES
DaVINCI ROOFSCAPES- EUROPEAN

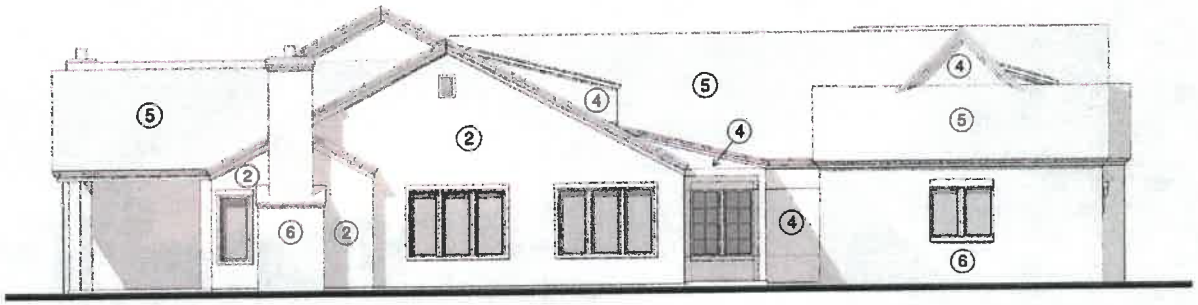
⑥ CLAY- FIRED THIN-BRICK VENEER- WHITE



TYPICAL REAR ELEVATION



TYPICAL RIGHT ELEVATION



TYPICAL LEFT ELEVATION

NSPJ ARCHITECTS
NSPJARCH.COM

REGENTS PARK | TYPICAL TWIN VILLA ELEVATION & PERSPECTIVE VIEWS

135TH AND KENNETH DRIVE | LEAWOOD, KANSAS

642319 | 19.08.01

REGENTS PARK | TYPICAL TWIN VILLA PERSPECTIVE VIEWS

135TH AND KENNETH DRIVE | LEAWOOD, KANSAS

642319 | 19.08.01

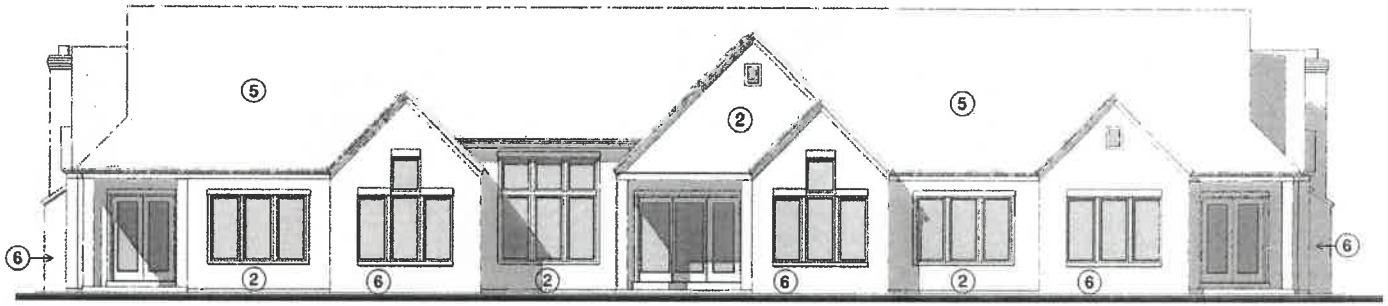
TRIPLEX - OPTION A
1. Clay-fired Thin Brick Veneer
2. Synthetic Slate Shingles
3. Standing Seam Metal Roof (less than 3/12 pitch)
4. Cementitious Stucco Finish
NSPJ
ARCHITECTS

TRIPLEX - OPTION B
1. Thin Natural Stone Veneer
2. Synthetic Slate Shingles
3. Standing Seam Metal Roof (on less than 3:12 pitch)
4. Cementitious Stucco Finish
NSPJ
ARCHITECTS.

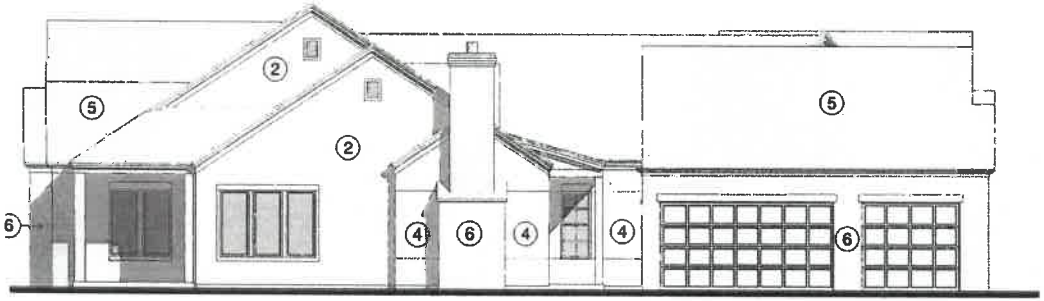
NSPJ
ARCHITECTS

LEGEND:

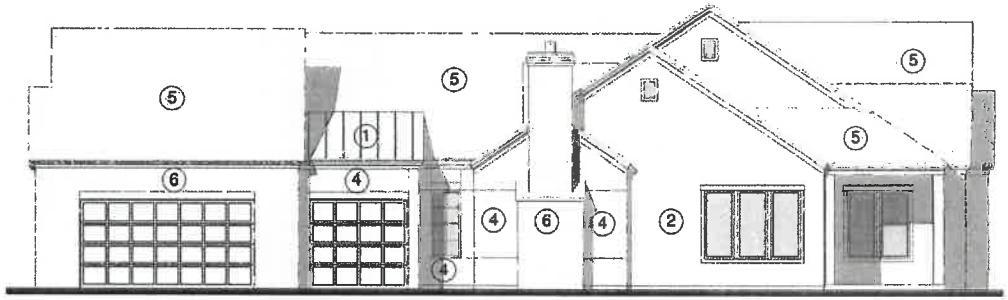
① DOORS, WINDOWS, METAL ROOF (LESS THAN 3:12 PITCH)
SHERWIN WILLIAMS - TRICORN BLACK (SW6258)
② FIBER CEMENT PANELS
SHERWIN WILLIAMS - PURE WHITE (SW7005) OR
MOONLIT ORCHID (SW9153)
③ WOOD TRIM, POST, BEAMS
OLYMPIC- OXFORD BROWN 713
④ CEMENTITIOUS STUCCO
SHERWIN WILLIAMS- PURE WHITE (SW7005)
⑤ SYNTHETIC SLATE SHINGLES
DaVINCI ROOFSCAPES- EUROPEAN
⑥ CLAY- FIRED THIN-BRICK VENEER- WHITE



TYPICAL TRIPLEX REAR ELEVATION



TYPICAL TRIPLEX LEFT ELEVATION



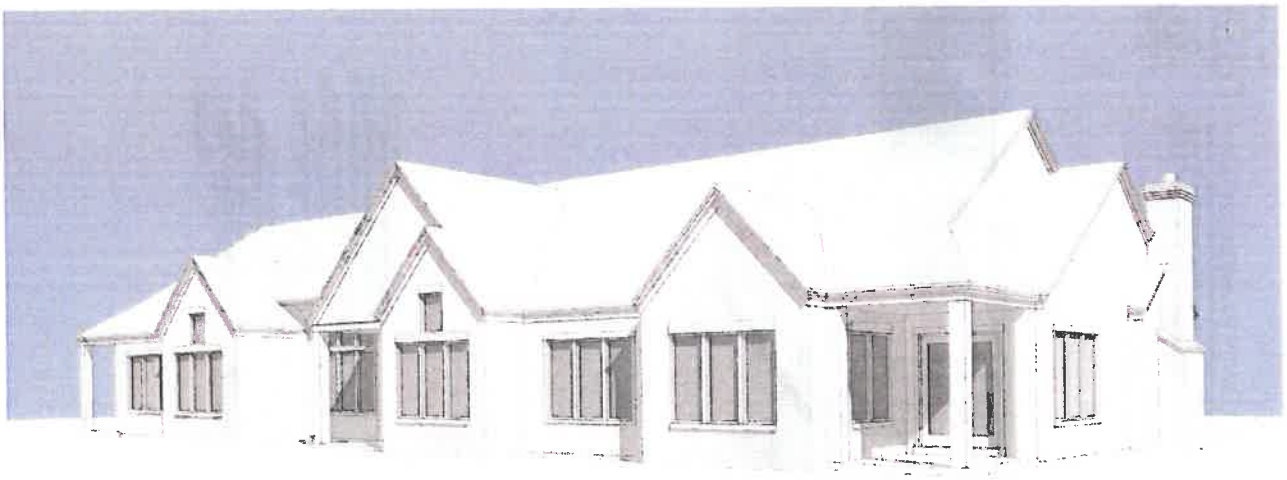
TYPICAL TRIPLEX RIGHT ELEVATION

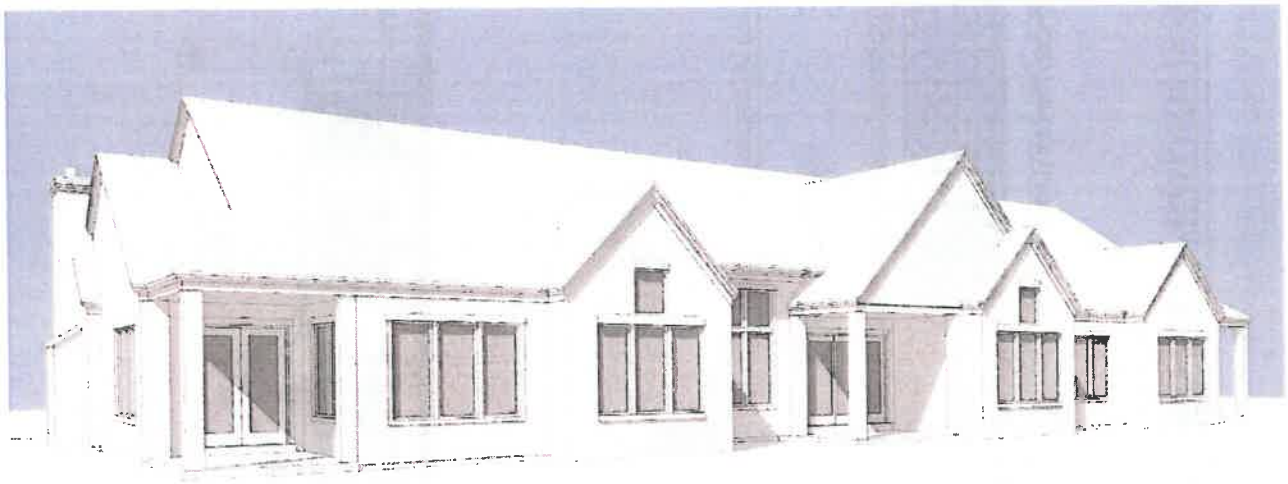
VSPJ ARCHITECTS.
VSPJARCH.COM

REGENTS PARK | TRIPLEX REAR ELEVATION & PERSPECTIVE VIEWS

135TH AND KENNETH DRIVE | LEAWOOD, KANSAS

642319 | 19.08.01





NSPJ ARCHITECTS

REGENTS PARK | TRIPLEX PERSPECTIVE VIEWS

135TH AND KENNETH | LEAWOOD, KANSAS

642319 | 19.05.13

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

DRAFT

the Leawood Development Ordinance, pertaining to fence location and fences within RP-A5 (Planned Rural Density Single Family Residential District). **PUBLIC HEARING**

CASE 71-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-6.3, OFFICE, COMMERCIAL AND INDUSTRIAL SIGNAGE IN PLANNED DISTRICTS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Governing Body approval of deviations to development sign criteria. **PUBLIC HEARING**

NEW BUSINESS:

CASE 33-19 – REGENTS PARK MULTI-FAMILY SUBDIVISION – Request for approval of a Final Plan and Final Plat, located south of 135th Street and west of Kenneth Road.

Staff Presentation:

City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 33-19 – Regents Park Multi-Family Subdivision – Request for approval of a Final Plan and Final Plat. The property is located south of 135th Street and west of Kenneth Road. A preliminary Plat for the 135th and Kenneth project was approved in December of last year. The application for this project deals with the residential portion of the project north and south of 137th Street, not including any of the mixed-use portions of that larger development. The applicant will be platting the entire 135th and Kenneth Road project with this application, keeping the mixed-use portion of the development within open tracts until time of future development. Within the Regents Park subdivision portion of the project, each residential unit will then be platted as each building gets constructed. As the foundation gets poured, they will come back to the Planning Commission and record those plats. The Final Plan being proposed tonight includes 117 residential units within six tracts on 38.09 acres for a density of 3.06 dwelling units per acre, in addition to a number of public improvements, including the construction of 137th Street from its existing terminus at Chadwick, which will then connect up to Kenneth Road, the construction of High Drive, a third lane onto 135th Street, and pedestrian connections, including a 10' hike-bike trail with pedestrian-demarcated crossings.

To describe the site a bit, the residential units are split along north and south sides of 137th Street. Four main entrances into the subdivision are proposed, all of which are cul de sacs. One of them comes off north of 137th Street, and three come off the south of 137th Street. The applicant has proposed bioretention and detention ponds to be located on the east sides of the development south of the proposed 137th Street. Additional bioretention and detention areas are proposed within the southwest corner of the development along both sides of 137th Street. All of the bioretention and detention ponds are proposed to be dry basins. A 20' tree preservation easement is proposed along the south side of the development to help screen the existing residential neighborhoods to the south. The applicant has also provided additional plantings close to the tree preservation easement to help infill some of the sections that aren't totally filled in.

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Staff would like to point out two items. Regarding the bioretention and detention along the south side of 137th Street on the east side of the development, it is staff's position that an amenity area could be created. During the Preliminary Plan for this project, it had been stipulated that the applicant and staff would work together to see if a wet detention basin or amenity area would be possible for this area. An amenity area with a water feature would help create an entrance into the subdivision and the development as a whole. Staff feels that creating this wet basin would be a great amenity, and the basin would be an opportunity and has the ability to be done reasonably. Staff has a request in Stipulation No. 13 that a permanent water feature be created in the current location of the cry detention basin. The second point staff would like to make is that an internal connection has been created by the applicant between the residential units. It is an 8' asphalt pedestrian path that runs on the back sides of some of these units. Staff has requested in Stipulation No. 10 to see an additional connection made from the proposed trail up to the proposed amenity area within Tract C, which is a proposed second phase to this development and will be a community area in a future phase. This would allow residents of the development to have a direct path from their rear yards to this amenity. Staff has also placed a memo on the dais for you tonight with regard to the removal of Stipulation Nos. 31 and 33. Staff has worked with the applicant since the delivery of the packet to come to some agreement on these. Public Works also has a memo in there that they may discuss later on. With the removal of these stipulations, the last should be changed to read, "Stipulations 1-44." The Final Plat and Final Plan meet the regulations of the Leawood Development Ordinance (LDO), and staff recommends approval of Case 33-19 with the stipulations listed in the memo. Staff is happy to answer any questions.

Chairman Elkins: Thank you. Questions for staff?

Comm. Block: To confirm, the stipulation with the downspouts is to be removed as well as the source of the lighting?

Mr. Sanchez: Correct.

Comm. Block: Why is that different? I thought this was in most of these that we see.

Mr. Sanchez: Most of the times, it is. It was really part of the MX-D (Mixed-Use Development) portion of the whole project. When the MX-D portion comes in, it will include apartment complexes, office, and retail, those would apply.

Comm. Block: Could I get a summary of what has happened to this point on this? I know this started back in September. I didn't get a chance to look all the way through the minutes.

Mr. Klein: We emailed the minutes from the previous case 71-18, which was the 135th Street and Kenneth project. That included not only this portion of the development, but it also had the MX-D portion located on the north side of 137th Street. That went through Planning Commission and City Council for approval for a Rezoning for the portion that was north of 137th Street, except for a portion of the RP-3 that you currently see in this

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plan that is also north of 137th Street, RP-3 for the southern portion that was south of 137th Street, and the portion they're showing now in the southwest corner on the north side of 137th Street. The plan itself really hasn't changed much from the time it was approved. The Planning Commission made a recommendation for denial originally with this application. City Council remanded it back to the Planning Commission, who then came back with another denial. From there, City Council approved the project more or less in the form you see now. Now, the MX-D portion of the project is not part of this final application. There are some public improvements being approved with this in addition to the RP-3 on the south side of 137th Street and the one that is in the southwest corner. Those include the construction of a third lane along 135th Street, including burying power lines, construction of High Drive as it extends from 135th Street down to 137th Street, and the construction of 137th Street from Kenneth Road over to the terminus of where 137th Street currently ends at Chadwick. It was actually at the City Council meeting that the applicant made the offer to extend the street instead of just doing a cul de sac that terminates at the west end.

Comm. Block: The improvements to the roadways are all of these that we see on page 5?

Mr. Klein: Correct, including a third lane on 135th Street as well.

Comm. Block: That would be on the south side?

Mr. Klein: Yes, just adjacent to the property.

Comm. Block: The median cut down the road in the second phase is between the east-west lanes would allow left turns into the development, then? Right now, there is a median just north of High Drive. This doesn't line up with the street to the north of it, correct?

Mr. Scovill: It will eventually be a signalized, full-access intersection.

Comm. Block: But that is not part of this application.

Mr. Scovill: As part of this application, it adds the lane along 135th Street.

Comm. Block: There are drawings that reflect it, but I thought maybe it was a future phase. If you look at the aerial, you'll see a median just to the north. Further in the packet, they show a turn lane in there.

Mr. Scovill: It doesn't appear that there is a median break. There is not one there now, and I don't believe there will be one with this phase of the development.

Comm. Block: We saw this as a total project with the mixed-use and other components to the north. Is this different? Why are we only seeing a portion of it now? Is that typical? Is it not?

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Mr. Klein: It actually is not uncommon with an overall development with part of it being phased. They have a common area located within Tract C, which is at the southern end of High Drive. That is supposed to be a future amenity for a pool in Phase 2. They will come back with a Final Plan for that. As far as Phase 3, what is shown on that colored plan as Tracts G and H would be included as the mixed-use portion of the development.

Comm. Block: I just flipped through. The page I was referring to is entitled "135th Street Improvements," and it shows the median. That is a future phase; okay.

Comm. McGurren: I'm curious if 137th Street, when it extends over to Kenneth Road, is eventually designed that, when it hits Kenneth Parkway, to line up with the exit or entrance coming off the Target center.

Mr. Coleman: Target is another property to the east.

Comm. McGurren: I understand, but our property goes through what is listed as Leawood Market Center over to Kenneth Parkway on that first page. Is it the city's intention that 137th will make it all the way over to Kenneth Parkway?

Mr. Coleman: Not necessarily. A lot of it will depend on Leawood Market Center development and how it develops. We don't have a plan for it yet.

Comm. McGurren: So, it is not Leawood's hope or desire that 137th Street makes it all the way over to what would be the state line almost.

Mr. Klein: Actually, that is a private drive. The last plan on Leawood Market Center has long since expired. As part of that plan, they showed an internal drive. It wasn't supposed to be a public street.

Comm. McGurren: I'm also curious about the 8' asphalt trail proposed throughout the interior portion of the development to the south of 137th Street. Is that the same standard and requirements that the city uses for its asphalt throughout the parks and other places?

Mr. Klein: This is a private trail for them. They did provide us detail that showed the amount of asphalt. I know we worked with the applicant. I'm not sure if it's the actual one they use in city parks.

Comm. McGurren: I was just trying to remember if it was 8 or 10 feet that the city required.

Mr. Klein: Usually, for a hike-bike trail, we like to see 10 feet, but 8 feet is the minimum. The standards are getting wider.

Chairman Elkins: Are there other questions? This is either for Mr. Sanchez or Mr. Klein. We may have covered this in the earlier cases, but I'm curious to get staff's perspective

DRAFT

on the extent to which this portion of the overall plan fits in with the 135th Street Corridor Plan. Are we moving in a fashion consistent with that part of the Comprehensive Plan?

Mr. Klein: This portion of the development is primarily a residential development. On the Comprehensive Plan, the portion south of 137th Street was shown to be Medium-Density Residential. The difference we have in the Preliminary Plan was they shifted 137th Street to the north, reducing the amount of area that was for the mixed-use on the north side of it. They also included some RP-3 zoning on the north side of 137th Street, which had all been shown MX-D before. At this point, the alignment has already been approved for the Preliminary Plan by City Council, so it does still have some of the MX-D on the north side of 137th Street; it is just less than it was. It is in agreement with the approved Preliminary Plan.

Chairman Elkins: I understand that it is consistent with the approval from City Council. The question is about staff's professional perspective on how consistent it is with the 135th Street Corridor Plan.

Mr. Klein: Staff had always been very upfront about concerns that the overall plan with shifting 137th Street to the north reduced the mixed-use portion of the development was a concern with the 135th Street Community Plan. We were on record with that during the Preliminary Plan phase.

Chairman Elkins: You still have those reservations? I understand it is approved and there is not a lot we can do about it, but I just want to get your perspective.

Mr. Coleman: We still have those same concerns we had then.

Chairman Elkins: Thank you. Other questions for staff?

Applicant Presentation:
John Petersen, Polsinelli Law Firm, 6201 College Boulevard, Suite 500, Overland Park, appeared before the Planning Commission and made the following comments:

Mr. Petersen: Richard and Rick Lashburg, principles of the development entity, are here as well as Tim Tucker with Phelps Engineering, who has worked with us on a lot of the civil engineering. This is the first phase of the overall Preliminary Plan. It is very common for projects to be developed in phases. The good news is that on the back end of Phase 1, you will see the site and the table set for continued development. The entire site will be graded. Utilities will be brought for the villas and also for the mixed-use components. The street network will be completed in large part, and it is very common to activate a site with a villa component like we are proposing, and it sets the table for the commercial entities to see that there is activity. It is not only common; it is actually the most logical way to approach a project of this size and magnitude.

I got a little confused because we kept dropping out stipulations, but my last count is 43 stipulations proposed by staff. I will tell you that we agree to 41 of those 43, and we have just two to talk about: Nos. 10 and 13. I'm going to generally preface our desire and

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request to hopefully make the discussion clear and remain within the appropriate context. Nothing we are talking about with regard to these two stipulations addresses whether we do or do not adhere to the LDO or whether we are asking for some type of deviation from the ordinance or design standards. Both of these issues settle on preference of staff versus the property owner, who is spending millions of dollars on a high-quality project. With that background, I'll move to the first issue, which is Stipulation No. 10. We were going to talk about building materials, but in the sense of cooperation, we worked that out before I came to the podium.

Chairman Elkins: Could you tell us the resolution of the building materials?

Mr. Petersen: We were going to use manufactured brick and stone but changed to natural to meet staff's request. Stipulation No. 10 reads, "Prior to Governing Body consideration, the applicant shall provide an additional trail connection from the proposed trail within Tract B connecting to the future second phase of the project, which will include an amenity area." As you know, we talked about the size and width. It is important to know that the green line, which is part of the Preliminary Plan approval, represents varying degrees and types of pedestrian access. On the south side of 137th Street will be a city bike-hike trail that we will construct to full standards of 10' width. On the north side, we have a 6' sidewalk interfacing directly with the mixed-use commercial area. As you can see, we have trails on both sides of all residential streets as they move down into the villas. Then, we add the looping one that is not the most efficient way to get anywhere, but it is another place to walk. It starts at the northeast portion and loops down and back to the northwest portion. Staff's preference is we also build a trail down the middle of what we propose as an open green space. Their preference would be a trail; our preference is not to put a sidewalk of any kind. This has nothing to do with somebody's ability to get to the amenity. Walking out of any of these units, you would have access to a sidewalk that is much closer and much more efficient than one that would be offered for those villas. We want this to remain as an open, undisturbed area. Quite honestly, some buyers like a trail going past their back yard; some don't. We want to give that option to people to say they love the trail system but don't want it in their back yard. This is a quality project. No one will be denied quick, easy access to any part of the project. We appreciate the suggestion, but we don't want to do it for the reasons stated. With that, we would request Stipulation No. 10 be deleted.

The second one is No. 13. We're going to talk about stormwater facilities. On the Site Plan in the northeast corner is the location where the Preliminary Plan shows the ability to control storm events in a dry detention basin. It is obviously designed so that water can be held for a period of time in the case of a storm event. These are all over the city. That is our preference, as we always stated. When it is not doing its scientifically engineering-based function of momentarily holding stormwater in a storm event, we saw it as another open grassy area and an amenity to the community. Staff indicated that they thought it would be a better, more aesthetic amenity as a wet detention. In other words, it would always have water in it so people could visualize a body of water as they are walking by. We said it was difficult, but we would look at it. Our conclusion is that it would not be nearly as nice as an amenity as what we proposed to do. Ours would have a bit more grade to the sides. We would have trails, places to sit, and a shade station when

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it is not being used for its purpose of momentarily detaining water. That is the amenity we would like to see. It makes sense and works well. This is not a large area. When it is done, someone looking from the north side would look down 9 feet to see the surface. This is not at grade. If we went through the problems with keeping water in there, the surface of the water is about 7,000 square feet. This is not a half acre or a true, aesthetic amenity. We all know what comes, particularly with these small ones. It is silty. It needs an aerator. It comes with great cost and expense. The homeowners will need to maintain it. When it gets silted in, they get mad at the developer and the city. Our professional judgment is we can create an amenity that will serve our neighborhood well and be aesthetically pleasing without creating a body of water that is 7,000 square feet at its surface. This isn't the driving part, but we would have to build a retaining wall in the bio swales through the grassy area. We would have to build it over a stormwater line. We would have to build another retaining wall in case a kid falls into the standing water. We would have to build a fence. It is hundreds of thousands of dollars to do that, and we think we are proposing a great amenity package that still functions and provides the benefits in terms of stormwater management. With that as background, we would ask that the stipulation be modified to read, "Prior to Governing Body consideration, the applicant shall modify the plans to show an amenity green space with manicured lawn, sidewalk, and seating opportunities." We'll bring in details to show how we will do the seating and the sidewalk. With that, we would ask for your support, including the modifications to the two stipulations. I'd be happy to answer any questions.

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

Comm. Belzer: Can you talk about a time frame for the other two tracts?

Mr. Petersen: They will be driven by the market. I know there has been interest. Honestly, based on my experience, you build the villas and the road, and the market will pick up interest. If the market is ready for it, then it could be there sooner than we probably speculate.

Comm. McGurren: Phase 2 with the pool and Tracts C, D, and E are how much later than Tracts A and B?

Mr. Petersen: Once we get the villas up, the answer from the applicant is a year or two. Once the villas start to sell, the amenities come in. There is some coordination between that amenity and the residents across the street, so we want to make sure how that is going to work and operate.

Comm. McGurren: Does staff ever place requirements on timing for second and third phases?

Mr. Klein: With this application for a Final Plan, they have to continue development of it. It is limited by Kansas statute to ten years from the time they do the plat. We used to have sunset clauses of five years; however, the state statute changed, so that stipulation changed.

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Chairman Elkins: Mr. Petersen, would you agree with that?

Mr. Petersen: Yes, it has been changed to ten years.

Chairman Elkins: Mr. Petersen, you showed a picture of the green space feature. At first, I thought you said it was an example of some other place in Leawood. Is it that, or is that a depiction of what you would expect this space to look like?

Mr. Petersen: The latter.

Chairman Elkins: You mentioned that, at some point in time, you would add to the plan, consistent with that stipulation, a sidewalk with the seating and shade. Where would you see that happening? Would it be before taking it to Governing Body?

Mr. Petersen: I think the stipulation speaks to before we get to Governing Body. That would be our intent.

Chairman Elkins: Thank you. Are there other questions? Thank you. That takes us to a discussion of this Final Plat and Final Plan for Phase 1.

Comm. Coleman: Going back to Mr. Petersen's question on Stipulation No. 10 with the trail, he makes a valid point. Can you give more insight into wanting the stipulation on here?

Mr. Sanchez: With the trail connection, right now, the ends of the two points of the trail don't really go anywhere; they just start on the south side of 137th Street. With that additional trail connection up to the amenity area, it then gives those two points a connector, a place to go. That is what staff is looking for.

Comm. Coleman: Can you give insight into the discussion on No. 13?

Mr. Sanchez: Creating a wet detention basin will allow for an amenity area or something to look at. Often times with these dry detention basins, they are just a shallow hole that is grass. It would create an amenity not just for this residential part of the development, but also the development as a whole. Really, this area where they're proposing the detention and bioretention is where a lot of the existing trees were. Many trees are coming out with this. Staff would like to see a large amenity provided.

Comm. Coleman: To his point, it is just a preference to staff, then.

Mr. Sanchez: Correct; they do meet all the requirements of the LDO. This is staff's preference to create a better amenity and better planning practice.

Mr. Klein: Leawood has always tried to make many connections. I think the developer did a great job coming down and doing the 8' asphalt trail. We just thought it made a lot

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of sense to have a trail where people could access directly. Additionally, it takes people to the common area with a connection that will eventually go to the mixed-use portion. That ties in to the water feature and everything we are asking for. As Mr. Petersen indicated, Continental Engineering looked at it, and they shared ideas with the applicant yesterday. The city wants to continue working with the applicant. In the original analysis that Continental did for us, they thought they could actually get the water up to 4-6 feet in height and have an aerator in there. It would still be down, but it would be visible from the sidewalk. Often times, water has an impact that other elements just don't. That is part of the reason we wanted to see this.

Chairman Elkins: Thank you. Other comments? Mr. Petersen, I have another question. I should know this, but with respect to what I would call back yards and your point that some people don't necessarily want a trail going through the back yard, how would the question of fencing be dealt with in this plan? If somebody in the third group of units decided to put in a fence, how would you regulate that?

Mr. Petersen: The city regulates it. There is no fencing.

Chairman Elkins: Fencing is absolutely prohibited under the LDO? Thank you.

Mr. Petersen: I don't want to beat this horse to death, but this is a preference. Staff wants the looping. That loop really isn't there primarily to get from A to B; it is another option for a little longer walk through the neighborhood. There are plenty of ways for folks to get from A to B. I emphasize that we have a trail in the back yards of many of these villas. We need a few that don't have one. Is it the preference of those who are going to call this their neighborhood and their home. Since we did meet our points of ingress and egress and the bike-hike trail, I think the preference should go to the landowner that is investing in and creating a community. We met with staff six times on this plan and just heard about it Friday. We just don't think it's a good idea or that it will bring any higher level of quality to the project.

Chairman Elkins: Thank you. Mr. McGurren, did you have a comment?

Comm. McGurren: Mr. Petersen, when it comes to the bioretention or detention area that exists today in that same space, how does that compare in size and depth to what you would recommend when it comes to green space? Does it retain its current shape and size, or does it get lowered dramatically?

Mr. Petersen: There is not one there today; there is a creek.

Comm. McGurren: Where the trees are today, my secondary question is what is happening right now? How much water is being stored there today, or is it all draining?

Mr. Petersen: I would say it's probably all just passing through in a natural state. When the site is developed, there may be sheeting water coming across grass and an undersized pipe under the road. We're required, pursuant to the LDO, to bring discipline to our

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water. Part of the case is we also bring discipline to water coming onto our site from other people's properties. We're creating a mechanism that will appropriately time the release of stormwater from storm events downstream. We're not saving the world downstream, but the standard is we can't make it any worse. I would suggest we are making it a little bit better. We are taking out some trees. We have to grade the site and bring utilities in. The opportunity to do some tree planting is going to be much greater in a swale, grassy area that people can play in. I would ask you to think about the times you have been on this board and have seen these ponds that end up being a problem for the neighbors. They silt in; the aerator quits work; it's a big cost. We just don't think it brings that much value to the table in terms of aesthetics because that is all we're talking about. I just think the scale should tip in the favor of the person spending a lot of money to make a nice project.

Comm. McGurren: Given the retention area you're proposing, the green space, and the lowering of the land, will the water end up destroying what is there, and would the homeowners be responsible for replacing that?

Mr. Petersen: The furniture could get wet, and with appropriate materials and planting, it would be designed to wear well.

Comm. Hunter: I understand the applicant's statements about the trail because not everybody wants a trail in the back yard for privacy and safety reasons. For the basin, are there any other dry detention basins in any other developments in Leawood?

Mr. Klein: There are quite a few. Typically, they're used for stormwater quality. They'll have natural plant material included. Sometimes, they can look nice; sometimes, they can look weedy. This is located in a prominent corner at 137th Street and Kenneth Road, so staff was looking for something that could be good for the development and also something the overall community would see as well.

Chairman Elkins: Other comments or discussion?

Comm. Block: For what it's worth, I was not a fan of the nonconformance to the 135th Street Corridor Plan back in September, and I'm still not.

Chairman Elkins: If there is no further discussion, does a commissioner care to put forward a motion?

A motion to recommend approval of CASE 33-19 – REGENTS PARK MULTI-FAMILY SUBDIVISION – Request for approval of a Final Plan and Final Plat, located south of 135th Street and west of Kenneth Road – with the following adjustments: strike Stipulation Nos. 10, 31, 33, and change No. 13 to read, "Prior to Governing Body consideration, the applicant shall modify the plans to show an amenity green space with manicured lawn, sidewalk, and seating opportunities" - was made by Coleman; seconded by Belzer.

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Mr. Scovill: There was another memo provided by Public Works. I don't believe the applicant is contesting any of those items, but I wanted to bring to your attention the three stipulations that changed from what was originally in your packet. Those may need to be in your motion. Those items include Item 2(c)3 of the Public Works memo, essentially changing the stipulation from requiring the developer to construct the full signal at the intersection of High and 135th Street to requiring them to provide an escrow payment in the amount of 50% of what we anticipate that signal cost to be because the residential component won't necessarily warrant the full construction of that signal. The second item I should bring your attention to is Item 9: "The sidewalk and bike-hike trail shall be located within the right-of-way or sidewalk easement." This has to do with requiring 6' sidewalks along the main roads of 135th, 137th, and High Drive. We don't require the 6' sidewalk easements within the cul de sacs or the residential areas; those would be 5' sidewalks. Then, Stipulation No. 10 is to clarify the requirement for the use of special streetlights. The city requires the special streetlights to be used on all the main roads between 135th and 137th. That wouldn't apply to the subdivision road south of 137th. To create and maintain a consistent look of the subdivision, we wouldn't suggest requiring those special streetlights on the one cul de sac that will exist north of 137th. We clarified that.

Mr. Petersen: We have no objection to any of those.

Chairman Elkins: The question I have on the last part is why is there a lack of uniformity on the streetlights? What is the justification for having one kind of street light on one cul de sac and another kind everywhere else?

Mr. Scovill: The city requires the special streetlights on the 135th Street Corridor, and that would include such streets as 133rd, 137th, and those north-south streets like High Drive. They are not required on the residential streets south of 137th. They do have one road that is north of 137th Street. We don't feel that it would be appropriate to have an inconsistent look of that residential street. We'd still have the special streetlights on 137th but not on the cul de sac streets.

Chairman Elkins: Let me see if I'm following this correctly. If I look at the residential development, will the streetlights in the residential development all look the same?

Mr. Scovill: Yes, sir.

Chairman Elkins: And you're in agreement with that comment?

Mr. Petersen: Yes, sir.

Chairman Elkins: Questions about this last-minute thing? Commissioner Coleman, would you care to amend your motion? I'm not going to ask you to restate it; I think the record is clear on what is being asked.

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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

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Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: August 12, 2019
REPORT WRITTEN: July 31, 2019

RANCH MART – MCDONALD'S – REQUEST FOR APPROVAL OF A SPECIAL USE PERMIT FOR A FAST FOOD RESTAURANT WITH DRIVE-THROUGH, PRELIMINARY PLAN, AND FINAL PLAN – Located north of 95th Street and east of Mission Road – Case 69-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (5-0) of Case 69-19, Ranch Mart – McDonald's, a request for approval of a Special Use Permit for a fast food restaurant with drive-through, Preliminary Plan and Final Plan, subject to the following stipulations:

1. This approval is limited to façade and site improvements for McDonald's within the Ranch Mart North development, for a total of 4,151 sq.ft. on 0.67 acres for an F.A.R. of 0.14 within the SD-CR zoning district.
2. The Special Use Permit shall be issued to McDonald's Corporation, and per the Leawood Development Ordinance, shall be limited to a term of 20 years from the date of Governing Body approval.
3. The Final Plat for the Ranch Mart North development, approved with Ordinance No. 5173, shall be recorded with the Johnson County Registrar of Deeds prior to issuance of any building permit in the Ranch Mart North development.
4. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any new construction, subject to the applicant and Governing Body entering into a memorandum of understanding on existing tenant space.
5. Prior to Governing Body, the applicant shall revise the landscaping behind the menu boards to screen the back of the menu boards to a minimum height of 6 feet.
6. Prior to Governing Body, the applicant shall demarcate the pedestrian crossing at the southern drive aisle with brick colored stamped herringbone concrete, to match the crosswalks approved for overall Ranch Mart North redevelopment project.
7. Prior to Governing Body consideration, the applicant shall revise the photometric study to include all proposed exterior light fixtures on site, including those on the building.
8. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Planning as being in compliance with the Leawood Development Ordinance.
9. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body.
10. The project includes the following deviations:
    - 0' Interior parking setback
11. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall

be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel. No outdoor storage of product or equipment shall be allowed.

12. All downspouts shall be enclosed.
13. 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.
14. 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.
15. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18' in height from grade, including base and shall match the parking lot light fixtures for the remainder of the Ranch Mart development.
16. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
17. Per the Leawood Development Ordinance, the maximum amount of 0.5 foot-candles shall be permitted at the property line.
18. Per the Leawood Development Ordinance, one (1) tree shall be provided for each 40 feet of street frontage within the landscaped setback abutting said street frontage.
19. Per the Leawood Development Ordinance, all medium and large deciduous trees), shall be 2 ½" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 ½" caliper as measured 6" above the ground, conifers and evergreen trees shall be a minimum of 6' in height, and shrubs shall be a 24" in height at the time of planting.
20. 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.
21. All landscaped open space shall consist of a minimum of 60% living materials.
22. All landscaped areas shall be irrigated.
23. 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.
24. 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.
25. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo, shown as Exhibit A, on file with the City of Leawood Planning and Development Department, prior to recording the plat.
26. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo, shown as Exhibit B, on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.

27. Signage is not approved with this application. All signage shall meet all the requirements of the Leawood Development Ordinance and sign criteria for the Ranch Mart development.
28. A Sign Permit shall be required from the City of Leawood Community Development Department prior to installation.
29. Per the Leawood Development Ordinance, a maximum noise level of 60 decibels shall be permitted at the property line, including all restaurant patio sound systems and/or televisions.
30. 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.
31. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
32. A cross access/parking easement for the entire development shall be recorded on the plat with the Johnson County Registrar of Deeds prior to issuance of a building permit.
33. 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.
34. All sidewalks shall be installed as per street construction standards.
35. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
36. 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-six.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant and engineer is Doug Ubben with Phelps Engineering, Inc.
- The landscape architect is Pete Oppermann with Oppermann Land Design, LLC.
- The architect is Jacob Waggoner with Stantec Architecture, Inc.
- The property owner is Ranch Mart North, LLC.

REQUEST:

- The applicant is requesting approval of an additional drive-through lane, for a total of two lanes, as well as exterior modifications to the building, on-site modifications and off-site modifications that are adjacent to the site. The proposed drive-through lane requires approval of a Special Use Permit. Special Use Permit approval requires concurrent approval of a Preliminary Plan. The applicant is also seeking concurrent approval a Final Plan.

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

ZONING:

- The current zoning on the property is SD-CR (Planned General Retail).

LOCATION:

SURROUNDING ZONING:

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

SITE HISTORY:

- A Final Plan and Final Plat was approved for the Ranch Mart North development on April 15, 2019 with Ordinance No. 5173. Changes included site improvements and façade updates for the main center of the development. The application also revised parking lot islands adjacent to the McDonald's site, the sidewalks surrounding the McDonald's site, and landscaping on the site.

SITE PLAN:

- The McDonald's lot is located at the southwest corner of the Ranch Mart North Shopping Center and operates from 5 a.m. to midnight.
- The building is generally located within the center of the lot with the main entrance on the west side of the building.
- Two driveways provide access to the site, one from Mission Road and one from 95th Street.
- Angled parking is located north and south of the building. The parking lot medians located in front of these angled parking areas are proposed to be made narrower, but are still wide enough to allow for the overhang of vehicle bumpers.
- Double drive-through lanes are proposed on the east side of the building, in the location of the existing single lane drive-through.

- The drive-thru window is located on the north side of the building with the drive-through lanes beginning on the south side of the building and wrapping around the south and east sides to the drive-through window.
- Queuing for the drive-thru starts at the western end of the south side of the building. The order boxes and menu boards are located on the east side of the building. A landscape area is currently located on the east side of the building and is 8' in width. The applicant proposes to narrow this green space to 6.1' to provide room for the additional drive-through lane.
- The application is proposing to split the single drive-through lane into two drive-through lanes beginning on the east side of the building. In order to accommodate the additional drive-through lane, the plans proposed to reduce the width of the existing median east of the drive-through lane from 15' to 4.1'.
- A 6' median is proposed to separate the two drive-through lanes and accommodate menu boards, a drive-through clearance canopy, and order display canopy.
- The parking lot islands at the southeast corner of the site are proposed to be reconfigured to accommodate additional green space as needed and to direct the flow of traffic.
- A 6' wide sidewalk is proposed along 95th Street at the McDonald's frontage, while 5' sidewalks are proposed along Mission Road at the McDonald's frontage. This is in conformance with the Preliminary and Final site development plans for the overall Ranch Mart North development.

PERFORMANCE CRITERIA:

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

McDonald's Site

Criteria	Required	Existing	Proposed	Criteria
Exterior Structure Setback	40'	41'	41'	Complies
Residential Structure Setback (North)	125'	512'	512'	Complies
Minimum Open Space %	30%	25%	26%	Reduces Non-Conformity
Minimum Interior Open Space %	10%	12%	11%	Complies
Parking along 95th Street (McDonalds)	25'	4.4'	6.4'	Reduces Non-Conforming
Maximum Floor Area Ratio (F.A.R.)	0.25	0.14	0.14	Complies
Height Limit – SD-CR	50' (max.)	16'	18"	Complies

Requested Deviations:

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

	Required	Existing	Proposed	Criteria
Interior Parking Setback	10'	0'	0'	Deviation Requested

TRAFFIC:

- Per the Public Works Department, a traffic study is not required with this project.

INTERACT:

- An Interact meeting was held on July 11, 2019. A summary and sign-in sheet of the meeting is attached.

SIGNAGE:

- The Ranch Mart North development has sign criteria recommended by the Planning Commission and approved by the Governing Body. The Ranch Mart development is in the process of revising the existing sign critiera.
- Signage is approved administratively through a separate application. No signage is approved with this application.

LIGHTING:

- A photometric study was approved for the McDonald's lot with the Final Plan for the Ranch Mart Redevelopment project (Case 04-19), which included the parking lot lighting.
- The applicant has not provided additional photometric information including the proposed lighting on the building exterior. A revised photometric study including exterior building light fixtures shall be provided prior to Governing Body consideration.

LANDSCAPING:

- Landscaping and screening for the overall Ranch Mart North development was approved with Case 04-19, Final Plan and Final Plat, which included perimeter landscaping for the McDonalds site.
- The proposed landscape plan for the McDonald's site is in keeping with the previously approved landscape plan, with the exception of a few plant location adjustments in areas where islands were widened or narrowed.
- The proposed landscape plan also proposes evergreen and deciduous shrubs within the new drive-through medians and around the base of the building.

ELEVATIONS:

- The existing building is 16'-0" tall, with 4,151 sq.ft. and an associated drive-through lane.
- The existing building has a mansard roof with shingles.
- The footprint and size of the existing building is to remain to the same.
- The applicant is proposing significant exterior modifications to the building. The applicant proposes to remove the mansard roof and align a 1'-10" parapet wall with the face of the building.
- The applicant proposes to utilize the existing red brick on the building, and accent it with gray and taupe colored cementitious stucco. New brick to match the existing will be used to infill where needed.
- Aluminum, horizontal, canopies are proposed around the entrances of the building on the western and southern elevations, and over the order windows on the northern elevation.
- The existing window glass on the building is proposed to remain.
- The location of the trash enclosure is proposed to remain on the eastern side of the southern elevation of the building. The existing wooden gates of the trash enclosure will be replaced with a 7' tall decorative steel gate painted to match the base color of the building.
- The exterior downspouts of the building are proposed to be removed and replaced with enclosed downspouts.

Drive-Through Canopies

- The applicant proposes a double arm gateway clearance structure located in the center island between the drive-through lanes, which is 10'-8" in height and spans 15'-4" across. The pole is charcoal colored steel with yellow colored clearance bars.
- The applicant proposes one "order here" canopy and one menu board per drive-through lane.

- The "order here" canopy is charcoal in color and measures 11' 5-11/16" tall with an arm that spans 9' 4-3/16" wide, which will extend approximately 6 feet over the drive aisle.
- The menu boards have two screens. The overall structure measures 5' 11-5/8" tall and 4'-10" wide, meeting the size requirements of the Leawood Development Ordinance.

PARKING:

- The Leawood Development Ordinance requires one parking spaces for every two restaurant seats; McDonald's is required to have 45 parking spaces.
- The existing McDonald's site accommodates 17 parking spaces, while the proposed site accommodates 24 parking spaces, thereby reducing the legal non-conformity on site. A cross access parking agreement will be recorded for the overall Ranch Mart North development with the recording of the Final Plat.

STAFF COMMENTS:

- The proposed landscaping surrounding the menu boards is not of sufficient height to screen the back of the menu board. Staff recommends replacing the proposed landscaping behind the menu boards with evergreens a minimum of 6' in height (**Stipulation #5**). **The applicant revised the landscape plan to meet the required screening requirements of the menu boards.**
- The proposed ADA crosswalk at the southern drive aisle is not demarcated with enhanced and differentiated material from the paving material, and does not match the crosswalks within the overall Ranch Mart development. Staff recommends the applicant place stamped concrete in herringbone pattern with a concrete ribbon on each side across the drive aisle to demarcate the crosswalk and to match the crosswalks within the remainder of the development (**Stipulation #6**). **The applicant revised the site plan to show a demarcated crosswalk across the southern drive aisle, to match the crosswalks proposed with the overall Ranch Mart development.**
- The applicant has not shown the exterior building lighting on the photometric study. Staff recommends the applicant add the additional photometric information to the photometric plan prior to Governing Body consideration. (**Stipulation #7**). **The applicant revised the photometric study to include the exterior building light fixtures. The applicant also provided a revised cut sheet for the ground light fixture, changing the fixture from 5100K to 3000K.**
- **Per comments made at the Planning Commission meeting, the applicant revised the building elevations to remove the corrugated metal material proposed to screen the rooftop mechanical units on the east side of the building with stucco finish to match the parapet on the remaining elevations of the building.**

GOLDEN CRITERIA:

- **The character of the neighborhood:**
  The subject property is within a commercial development, Ranch Mart, located at the southwest corner of 95th Street and Mission Road. Commercial developments exist at the other three corners of this intersection. A religious institution and school are located to the north of the Ranch Mart development. Single-family residential properties are located to the north and east. The character of the neighborhood is commercial uses mixed with institutional and residential land uses.

- **The zoning and uses of properties nearby:**
  The surrounding properties consist of additional commercial uses within the Ranch Mart shopping center, and single-family residential uses, zoned R-1 (Planned Single Family Low-Density Residential), to the

north and east. Commercial and multi-family residential is located to the south within the City of Overland Park, and commercial uses are located to the west within the City of Prairie Village.

- **The suitability of the subject property for uses to which it has been restricted:**
  The subject property is a commercial development that has been in existence for over 25 years and is located at an intersection of two arterial streets with commercial development located on the other three corners of the intersection. The property is suitable for the uses to which it has been restricted.

- **The extent to which removal of the restrictions will detrimentally affect nearby property:**
  The project is suitable to this site, but the stipulations recommended for approval with this application are necessary to ensure a high quality development.

- **The length of time that the property has been vacant:**
  The property is not vacant. It has been developed as a fast food restaurant since at least 1992.

- **The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:**
  The property is a commercial development that has existed for over twenty-five years. Denial of the application will not result in a relative gain to the public health, safety and welfare because the project does not propose any new uses, but proposes improvements and upgrades to the current development. The applicant proposes improvements to public health, safety and welfare by improving traffic circulation, improving the existing building conditions, and providing additional separation between the arterial streets and adjacent parking lots.

- **The recommendation of the permanent staff:**
  City Staff recommends approval of the application with the stipulations in the staff report.

- **Conformance of the requested change to the adopted master plan of the City of Leawood:**
  The Comprehensive Plan designates this property for retail uses. The zoning is SD-CR (Panned General Retail). The uses conform to both the master plan and zoning of the City of Leawood.

Exhibit A

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211
Public Works Department • (913) 339-6700 x 130 • (913) 339-9374 Fax

MEMO

DATE: July 17, 2019

TO: Richard Coleman, Director of Community Development

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

SUBJECT: Ranchmart - McDonalds
Case Number: 69-19

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) Traffic impacts to Mission Road and 95th Street were evaluated and approved with the larger Ranchmart Development plans.
   b) The proposed traffic routing improves traffic flow encouraging one way traffic throughout most of the McDonald's site.
2) Storm Water Study:
   a) The proposed improvements increase the overall green space. Therefore, no BMPs are required.
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).
6) 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.
7) 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.

8) 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.

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

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

Copy: Project File
PW Book

Exhibit B

Jessica Schuller

From: Gene Hunter
Sent: Thursday, June 27, 2019 9:13 AM
To: Jessica Schuller
Subject: RE: Truck Movement Plans - Ranch Mart McDonalds

The Fire Dept has no objection to this is site plan.

Gene Hunter, Leawood Fire Marshal

From: Jessica Schuller <jessicas@leawood.org>
Sent: Thursday, June 27, 2019 8:35 AM
To: Gene Hunter <geneh@leawood.org>
Subject: Truck Movement Plans - Ranch Mart McDonalds

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

ORDINANCE NO._____

ORDINANCE APPROVING A PRELIMINARY PLAN, FINAL PLAN AND SPECIAL USE PERMIT [SUP] FOR A FAST FOOD RESTAURANT FOR RANCH MART – MCDONALD'S, LOCATED NORTH OF 95TH STREET AND EAST OF MISSION ROAD [PC CASE 69-19]

WHEREAS, the applicant submitted a request for approval of a Preliminary Plan, Revised Final Plan and Special Use Permit for a fast food restaurant;

WHEREAS, the Planning Commission reviewed the application on July 23, 2019 and recommends approval of Case 69-19 with certain stipulations; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body on August 12, 2019.

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

SECTION 1. APPROVAL OF PRELIMINARY PLAN AND FINAL PLAN GRANTED. Pursuant to Sections 16-3-10 and 16-3-11 of the Leawood Development Ordinance, permission is hereby granted to use the following property, in the manner set forth in the Preliminary Plan and Final Plan, on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Section 16-2-6.3 of the Leawood Development Ordinance, subject to the stipulations set forth herein, and subject to all other laws and regulations:

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

Commencing at the Southwest corner of the Southwest Quarter of said Section 34; thence North 01°43'26" West, along the West line thereof, a distance of 194.00 feet; thence North 87°36'44" East, a distance of 30.00 feet to a point on the East Right-of-Way line of Mission Road as now established, said point also being the Point of Beginning; thence continuing North 87°36'44" East, parallel with the South line of the Southwest Quarter of said Section 34, a distance of 192.00 feet; thence South 01°43'26" East, parallel with the West line of the Southwest Quarter of said Section 34, a distance of 154.01 feet to a point 40.00 feet North of the South line of the Southwest Quarter of said Section 34, said point being on the North Right-of-Way line of 95th Street as now established; thence South 87°36'44" West, parallel with the South line of the Southwest Quarter of said Section 34 and along said North Right-of-Way line of 95th Street, a distance of 177.00 feet; thence North 38°49'05" West, a distance of 24.87 feet (measured, 25.07' deed) to a point 30.00 feet east of the West line of the Southwest Quarter of said Section 34 and on the East Right-of-Way line of Mission Road; thence North 1°43'26" W parallel with the West line of the Southwest Quarter of said Section 34 and along said East Right-of-Way line of Mission Road, a distance of 134.00 feet to the Point of Beginning and containing 29,418 square feet or 0.68 acres, more or less.

SECTION 2. SPECIAL USE PERMIT GRANTED. Pursuant to Section 16-4-3 of the Leawood Development Ordinance, permission is hereby granted to use property described Section 1 above as a fast food restaurant 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, final 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 façade and site improvements for McDonald's within the Ranch Mart North development, for a total of 4,151 sq.ft. on 0.67 acres for an F.A.R. of 0.14 within the SD-CR zoning district.
2. The Special Use Permit shall be issued to McDonald's Corporation, and per the Leawood Development Ordinance, shall be limited to a term of 20 years from the date of Governing Body approval.
3. The Final Plat for the Ranch Mart North development, approved with Ordinance No. 5173, shall be recorded with the Johnson County Registrar of Deeds prior to issuance of any building permit in the Ranch Mart North development.
4. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any new construction, subject to the applicant and Governing Body entering into a memorandum of understanding on existing tenant space.
5. Prior to Governing Body consideration, the applicant shall revise the landscaping behind the menu boards to screen the back of the menu boards to a minimum height of 6 feet.
6. Prior to Governing Body consideration, the applicant shall demarcate the pedestrian crossing at the southern drive aisle with brick colored stamped herringbone concrete, to match the crosswalks approved for overall Ranch Mart North redevelopment project.
7. Prior to Governing Body consideration, the applicant shall revise the photometric study to include all proposed exterior light fixtures on site, including those on the building.
8. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Planning as being in compliance with the Leawood Development Ordinance.
9. All utility boxes, not otherwise approved with the final development plan, with a height of 55 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such

final development plan information as may be required by the City, and approved by the Governing Body.

10. The project includes the following deviations:
    a) 0' Interior parking setback
11. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel. No outdoor storage of product or equipment shall be allowed.
12. All downspouts shall be enclosed.
13. 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.
14. 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.
15. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18' in height from grade, including base and shall match the parking lot light fixtures for the remainder of the Ranch Mart development.
16. Per the Leawood Development Ordinance, the source of illumination of all proposed light fixtures shall not be visible.
17. Per the Leawood Development Ordinance, the maximum amount of 0.5 foot-candles shall be permitted at the property line.
18. Per the Leawood Development Ordinance, one (1) tree shall be provided for each 40 feet of street frontage within the landscaped setback abutting said street frontage.
19. Per the Leawood Development Ordinance, all medium and large deciduous trees), shall be 2 ½" caliper as measured 6" above the ground, all small deciduous and ornamental trees shall be a minimum of 1 ½" caliper as measured 6" above the ground, conifers and evergreen trees shall be a minimum of 6' in height, and shrubs shall be a 24" in height at the time of planting.
20. 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.
21. All landscaped open space shall consist of a minimum of 60% living materials.
22. All landscaped areas shall be irrigated.
23. 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.

24. 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.
25. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo, shown as Exhibit A, on file with the City of Leawood Planning and Development Department, prior to recording the plat.
26. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo, shown as Exhibit B, on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
27. Signage is not approved with this application. All signage shall meet all the requirements of the Leawood Development Ordinance and sign criteria for the Ranch Mart development.
28. A Sign Permit shall be required from the City of Leawood Community Development Department prior to installation.
29. Per the Leawood Development Ordinance, a maximum noise level of 60 decibels shall be permitted at the property line, including all restaurant patio sound systems and/or televisions.
30. 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.
31. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
32. A cross access/parking easement for the entire development shall be recorded on the plat with the Johnson County Registrar of Deeds prior to issuance of a building permit.
33. 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.
34. All sidewalks shall be installed as per street construction standards.
35. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
36. 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-six.

SECTION 7. 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 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 2019.

(SEAL)

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

Non-Drive-Thru Elevation

Note: All Glass is Existing

Front Elevation

Note: All Glass is Existing

Color Legend:

1 — Stucco - Benjamin Moore #HC-85 "Fairview Taupe"

2 — Stucco - Benjamin Moore #2134-30 "Iron Mountain"

3 — Corrugated Metal Utility Screen City Scape Metal - ERA

4 — Prefinished Metal - White

5 — Prefinished Metal - Cityscape Grey

6 — Prefinished Metal - Charcoal

7 — Prefinished Metal - Gold

8 — Existing Brick

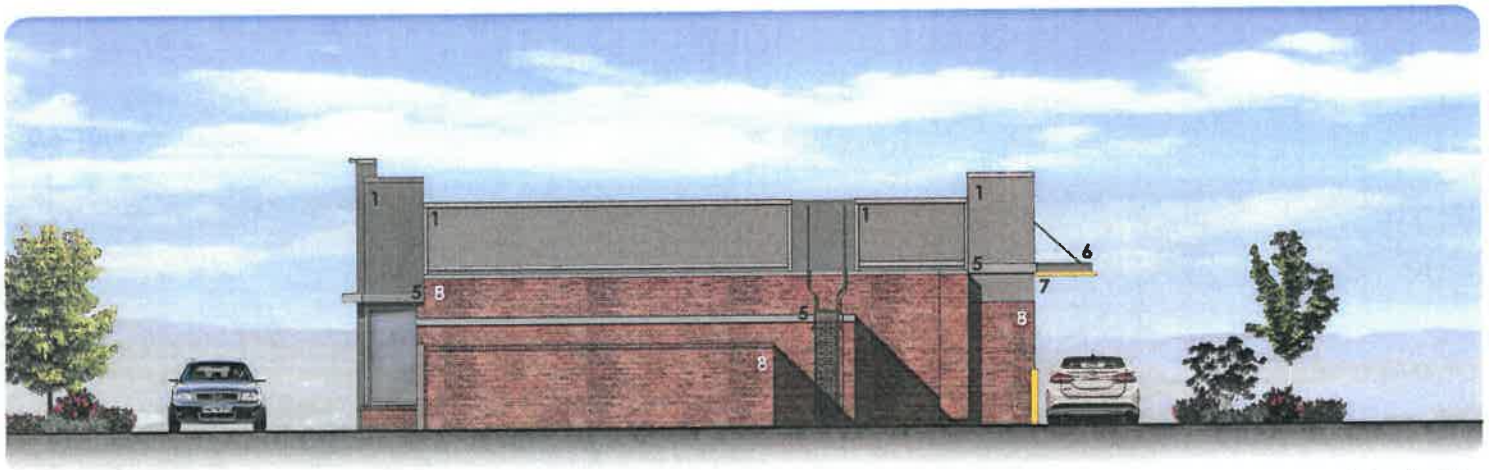
Design Visualization

Stantec

McDonald's 015-0178
3860 West 95th Street
Leawood, KS

Note: All Glass is Existing

Non-Drive-Thru Elevation



Note: All Glass is Existing

Front Elevation

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1 — Stucco - Benjamin Moore #HC-85 "Fairview Taupe"

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8 — Existing Brick

Design Visualization
Version 07/25/2019

Stantec

McDonald's 015-0178
3860 West 95th Street
Leawood, KS

1 / A2.0 **EXISTING FRONT ELEVATION (WEST)**
3/16" = 1'-0"

3 / A2.0 **EXISTING REAR ELEVATION (EAST)**
3/16" = 1'-0"

2 / A2.0 **PROPOSED FRONT ELEVATION (WEST)**
3/16" = 1'-0"

4 / A2.0 **PROPOSED REAR ELEVATION (EAST)**
3/16" = 1'-0"

GENERAL NOTES

1. ALL NEW OR REPLACEMENT BRICK TO BE CLAY FIRED. COLOR, SIZE, SPACING, AND MORTAR ARE TO MATCH EXISTING. FIELD VERIFY PRIOR TO START OF CONSTRUCTION.
2. ALL DOWNSPOUTS TO BE ENCLOSED. ENCLOSURE FINISH TO MATCH SURROUNDING MATERIALS.
3. NEW PARAPET WALL HEIGHT IS APPROXIMATELY 1'-10" ABOVE EXISTING PARAPET WALL HEIGHT. EXISTING ROOF TOP EQUIPMENT TO BE COVERED BY NEW PARAPET WALL. SEE DASHED LINES ON ELEVATIONS FOR HEIGHT OF EXISTING ROOF TOP EQUIPMENT.

DEMOLITION NOTES:

- D1 PORTION OF (E) MANSARD ROOF TO BE REMOVED, ALIGN WITH FACE OF BUILDING
- D2 PORTION OF (E) BRICK TO BE REMOVED TO PREP RECEIVE NEW FINISHES
- D3 (E) STOREFRONT WINDOW TO BE REMOVED
- D4 (E) LIGHT BEAM SYSTEM TO BE REMOVED
- D5 (E) STOREFRONT WINDOW AND DOOR TO REMAIN
- D6 (E) FACE BRICK TO REMAIN
- D7 (E) BRICK TO REMAIN
- D8 (E) DRIVE-THRU WINDOW TO REMAIN
- D9 (E) CORPORATE SIGNAGE TO BE REMOVED
- D10 (E) WOOD BOARD TRIM TO BE REMOVED
- D11 (E) TRASH ENCLOSURE GATE TO BE REMOVED
- D12 (E) PIPE BOLLARD TO REMAIN
- D13 (E) [illegible] TO REMAIN
- D14 (E) GAS METER TO REMAIN, PROTECT DURING CONSTRUCTION
- D15 (E) ROOF LADDER TO REMAIN
- D16 (E) FREE THRU COIN COLLECTOR
- D17 (E) DOWNSPOUT TO BE REMOVED AND REPLACED

COLOR SCHEME: 'CRAFTSMAN' SCHEME

(SEE ELEVATION KEYNOTES FOR MATERIALS AND COLOR SPECIFICATIONS)

KEY NOTES:

- BR FACE BRICK [illegible]
- C [illegible]
- CJ CONTROL JOINT [illegible]
- D [illegible]
- DS [illegible]
- FE EXISTING FIRE [illegible]
- G EXISTING GUTTER AND DOWNSPOUT
- GM EXISTING GAS METER
- GR [illegible]
- L LIGHT FIXTURE – SEE ELECTRICAL [illegible]
- LE ACCENT LIGHTING – SEE ELECTRICAL [illegible]
- MF METAL FASCIA [illegible]
- PB EXISTING PIPE BOLLARD
- PT PASS-THRU [illegible]
- RL EXISTING ROOF LADDER AND RAILING – PAINT TO MATCH SURROUNDING MATERIAL
- S [illegible]
- ST STUCCO EXTERIOR FINISH [illegible]
- SG [illegible]
- T1 ALUMINUM TRELLIS [illegible]
- T2 ALUMINUM TRELLIS [illegible]
- T3 ALUMINUM TRELLIS [illegible]
- W1 STOREFRONT AND GLAZING [illegible]

Stantec

Stantec Architecture Inc.
224 S. Michigan Ave.
Suite 1400
Chicago, IL 60604
Gary Sertling, Architect

Tel. 312.546.1400
Fax. 312.554.1412
www.stantec.com
C of A #[illegible]

REV	DATE	DESCRIPTION	
2	07/09/19	PLANNING REVIEW COMMENTS	
1	06/19/19	REVIEW COMMENTS	
	03/25/19	LEGAL CLEARANCE	

PREPARED FOR:

McDonald's USA, LLC

©2013 McDonald's USA, LLC

These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. [illegible]

BRAND REVIEW 1/5/19 | PLANNING – | PERMIT 06/28/2019 | CONSTRUCTION –

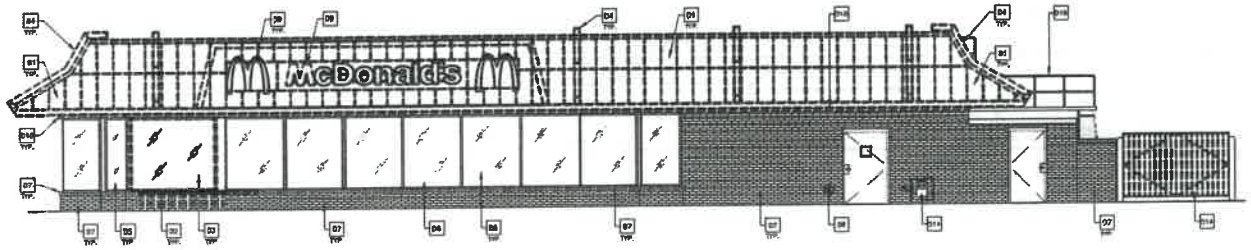
DRAWING TITLE: EXTERIOR ELEVATIONS

PROJECT ADDRESS: 3860 WEST 95TH STREET LEAWOOD, KS 66206

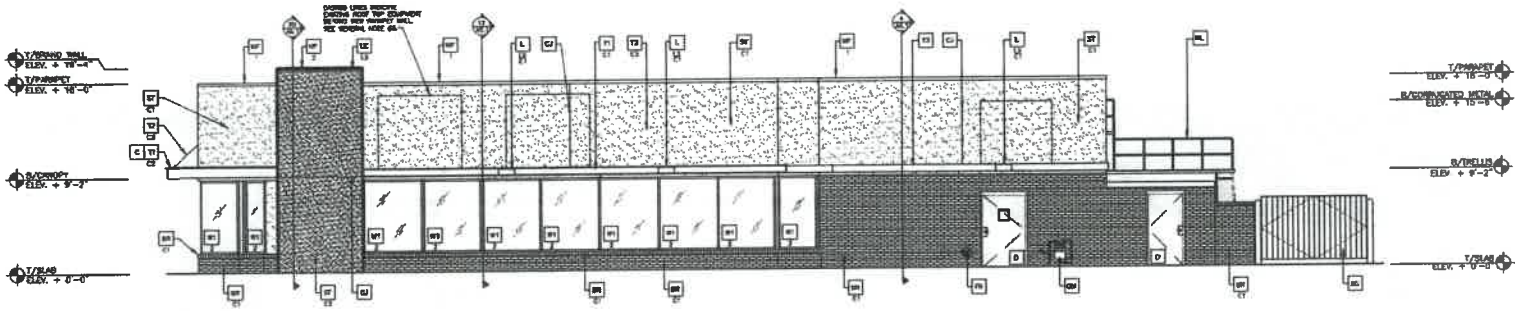
STATE SITE CODE: 15-0418

SHEET NO. **A2.0**

K:\STD\STANDARD\PRELIM\MRP GUIDELINES\2018 CORE 18 MRP CRITERIA (NOV 2018)\CORE 18 MRP NON PP (CRITERIA)\A2-0_A2-1.DWG 11-30-2018 13:33



1 A2.1 EXISTING NON-DRIVE-THRU ELEVATION (SOUTH)
3/16" = 1'-0"



2 A2.1 PROPOSED NON-DRIVE-THRU ELEVATION (SOUTH)
3/16" = 1'-0"

GENERAL NOTES

1. ALL NEW OR REPLACEMENT SIGN TO BE CLR FINIS. GLASS, NOT, SPACING, AND MOUNT ARE TO MATCH EXISTING. FIELD VERIFY PRIOR TO START OF CONSTRUCTION.
2. ALL STOREFRONTS TO BE ENCLOSED. ENCLOSURE PANEL TO MATCH SURROUNDING MATERIALS.
3. NEW PARAPET WALL HEIGHT IS APPROXIMATELY 1'-10" ABOVE EXISTING PARAPET WALL HEIGHT. EXISTING ROOF TOP EQUIPMENT TO BE COACHED BY NEW PARAPET WALL. SEE DASHED LINES ON ELEVATIONS FOR HEIGHT OF EXISTING ROOF TOP EQUIPMENT.

DEMOLITION NOTES:

D1 PORTION OF EQ. MASTER ROOF TO BE REMOVED. MAIN NEW FACE OF BUILDING
D2 PORTION OF EQ SIGN TO BE REMOVED TO PREP RECEIVE NEW FINISHES
D3 (E) STOREFRONT WINDOW TO BE REMOVED
D4 (E) LIGHT SIGN SCREW TO BE REMOVED
D5 (E) VIBRATIONT WINDOW AND DOOR TO REMAIN
D6 (E) FIRE SIGN TO REMAIN
D7 (E) GRILE TO REMAIN
D8 (E) DRIVE-THRU WINDOW TO REMAIN
D9 (E) CONTRACTOR SIGNAGE TO BE REMOVED
D10 (E) WOOD SIGNS TWO TO BE REMOVED
D11 (E) WASH ENCLOSURE GATE TO BE REMOVED
D12 (E) PIPE BOLLARD TO REMAIN
D13 (E) BARRIERS TO REMAIN
D14 (E) GAS METER TO REMAIN, PROTECT DURING CONSTRUCTION
D15 (E) ROOF LADDER TO REMAIN
D16 (E) FIRE TRAY CORE COLLECTOR
D17 (E) CANOPIES TO BE REMOVED AND REPLACED

COLOR SCHEMED "CRAFTSMAN" SCHEME
(SEE EXTERIOR MATERIALS AND COLOR SPECIFICATIONS)

KEY NOTES:

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McDonald's USA, LLC

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REV	DATE	DESCRIPTION	BY
3	07/08/16	PLANNING REVIEW COMMENTS	JB
1	06/15/16	REVIEW COMMENTS	JB
	03/21/16	LOCAL CLEARANCE	JB

SHEET NO. A2.1

DRAWING TITLE: EXTERIOR ELEVATIONS

PROJECT ADDRESS: 3880 WEST 95TH STREET, LEAWOOD, KS 66206

PROJECT CAD FILE: 387480-A2.1.DWG

STATE CODE CASE: 15-0978

DRAWN BY: -

CHECKED BY: -

SHEET SIZE: 24"x36"

SCALE: 1/16"=1'-0"

DATE: 03/21/16

PROJECT NO.: 387480

DRAWING NO.: -

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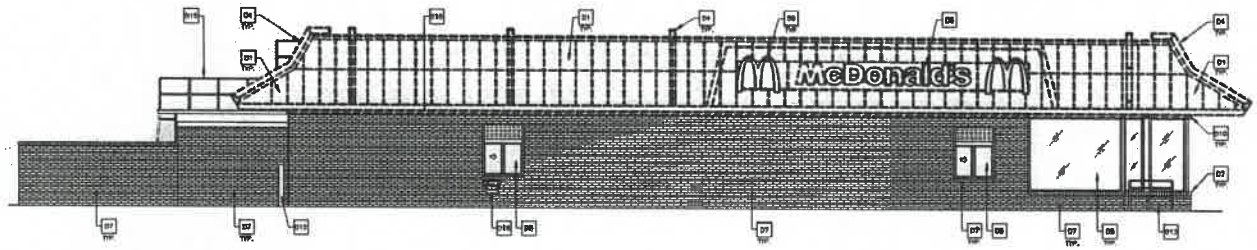
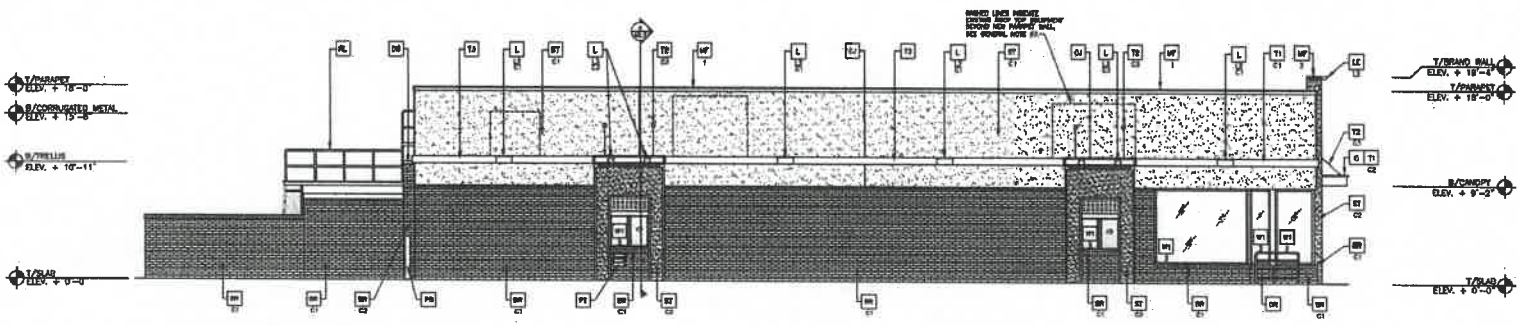


1 A2.2 EXISTING DRIVE-THRU ELEVATION (NORTH)
3/16" = 1'-0"



2 A2.2 PROPOSED DRIVE-THRU ELEVATION (NORTH)
3/16" = 1'-0"

GENERAL NOTES

1. ALL NEW OR REPLACEMENT BRICK TO BE CLAY FIRED. COLOR, SIZE, SPACING, AND MORTAR ARE TO MATCH EXISTING. FIELD VERIFY PRIOR TO START OF CONSTRUCTION.
2. ALL DOWNSPOUTS TO BE ENCLOSED. ENCLOSURE FINISH TO MATCH SURROUNDING MATERIALS.
3. NEW PARAPET WALL HEIGHT IS APPROXIMATELY 1'-10" ABOVE EXISTING PARAPET WALL HEIGHT. EXISTING ROOF TOP EQUIPMENT TO BE COVERED BY NEW PARAPET WALL. SEE ENGINEER LINES ON ELEVATIONS FOR HEIGHT OF EXISTING ROOF TOP EQUIPMENT.

DEMOLITION NOTES:

D1	PORTION OF (E) MANSARD ROOF TO BE REMOVED. ALIGN NEW FACE OF BUILDING
D2	PORTION OF (E) BRICK TO BE REMOVED. TO PREP RECEIVE NEW FINISHES
D3	(E) STOREFRONT WINDOW TO BE REMOVED
D4	(E) LIGHT BOOM SYSTEM TO BE REMOVED
D5	(E) STOREFRONT WINDOW AND DOOR TO REMAIN
D6	(E) PINE RIBER TO REMAIN
D7	(E) BRICK TO REMAIN
D8	(E) DRIVE-THRU WINDOW TO REMAIN
D9	(E) CORPORATE SIGNAGE TO BE REMOVED
D10	(E) MOTO BOARD TRIM TO BE REMOVED
D11	(E) TRASH ENCLOSURE GATE TO BE REMOVED
D12	(E) PIPE BOLLARD TO REMAIN
D13	(E) BUNDRAIL TO REMAIN
D14	(E) GAS METER TO REMAIN, PROTECT DURING CONSTRUCTION
D15	(E) ROOF LADDER TO REMAIN
D16	(E) PARK THRU CORE COLLECTOR
D17	(E) CORNERPOLE TO BE REMOVED AND REPLACED

COLOR SCHEME: "CRAFTSMAN" SCHEME

(SEE ELEVATION DETAILED FOR MATERIALS AND MORE SPECIFICATIONS)

KEY NOTES:

BR	BRICK SIDES
C	ALUMINUM CANOPY SIGNAL STRIPS COLOR PAINT
CJ	CONTROL JOINT
D	DRIVE-THRU WINDOW – FRONT TO MATCH COLOR OF SURROUNDING MATERIAL
DB	DUTCH DOWNSPOUT TO BE ENCLOSED. SEE DETAILS AND SCHEME NOTE #4.
FR	FRONT FOR BRICK
G	EXISTING GUTTER AND DOWNSPOUT
GR	EXISTING GAS METER
GR	BUNDRAIL, PAINT TO MATCH COLOR OF ADJACENT BUILDING FINISHES
L	LIGHT FIXTURE – SEE ELEVATIONS
LE	HEIGHT LINEAR – SEE ELEVATIONS
MF	METAL FASCIA (BELOW, OPTIONAL) SEE 4/A2.2
PB	EXISTING PIPE BOLLARD
PF	PARK-THRU CORE COLLECTOR – OPTIONAL (PAINT)
RL	EXISTING ROOF LADDER AND BALLING – PAINT TO MATCH SURROUNDING MATERIAL
S	SUBSTANTIAL SIGNAGE TO REMAIN – UNDER SEPARATE PERMIT. THE SIGNAGE SUPPORT MAKE ON THIS SHEET.
ST	STUCCO EXTERIOR FINISH
SC	NEW SITE FOR RECEIVING DRIVE TO BE PAINTED TO MATCH BUILDING SIDE COLOR
T1	ALUMINUM TRELLIS SYSTEM
T2	ALUMINUM TRELLIS TO-SHOP SYSTEM
T3	ALUMINUM TRELLIS 5" x 5" WALL FASCIA SYSTEM BELOW OPTIONAL
W1	STOREFRONT AND GLAZING

REV	DATE	DESCRIPTION	BY
2	07/26/16	PLANNING REVIEW COMMENTS	JM
1	06/16/16	REVIEW COMMENTS	JM
	03/21/16	LEGAL CLEARANCE	JM

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PREPARED FOR:
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DRAWN BY: 2/5/16
PLANNING
PERMIT: 06/29/2016
CONSTRUCTION: -

EXTERIOR ELEVATIONS

PROJECT ADDRESS:
3860 WEST 95TH STREET
LEAWOOD, KS 66206

PROJECT CAD FILE: 2014-04-2012
STATE SITE CODE: 12-0478
DRAWN BY:
CONSTRUCTION: -

A2.2

1 1000' Context Map
scale: 1" = 200'-0"
north

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4801 Indian Creek Parkway
Overland Park, KS 66207

CHANGES FOR PHASE 1b BY:

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ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC

03/18/2019

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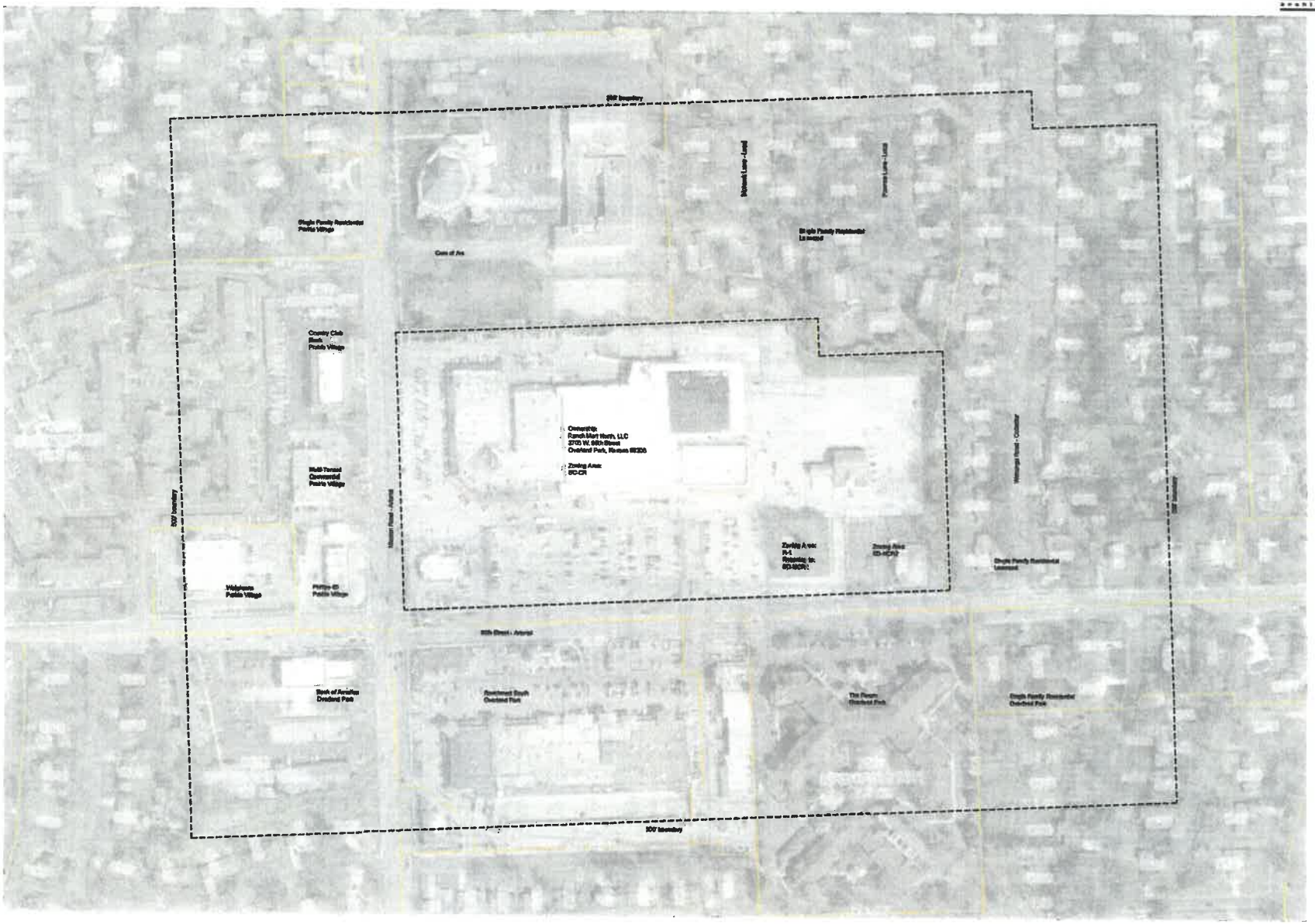
a redevelopment for
Ranch Mart
3700 W. 95th Street
Leawood, Kansas

date
12.18.2018
drawn by
DAE
checked by
DAE
revisions

01.11.2019	1
02.19.2019	2

sheet number
A0.1

drawing type
final development plan
project number
18231



1 500' Detail Map
scale: 1" = 100'-0"
north

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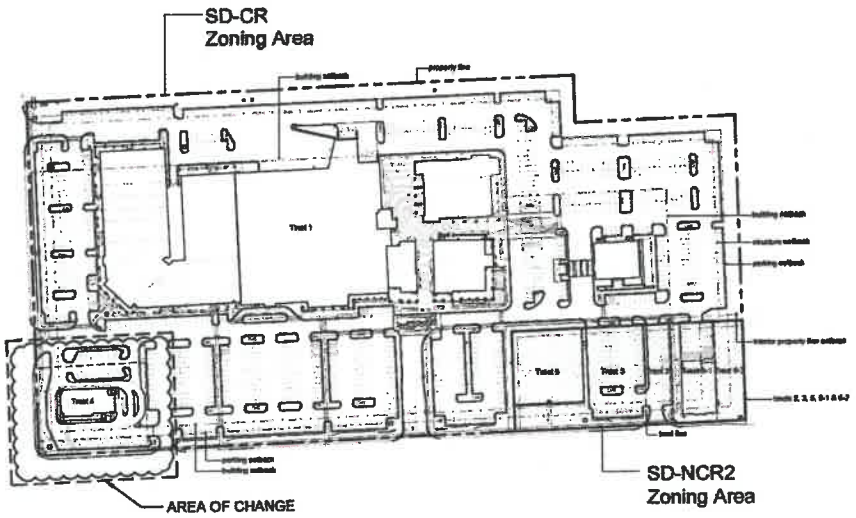
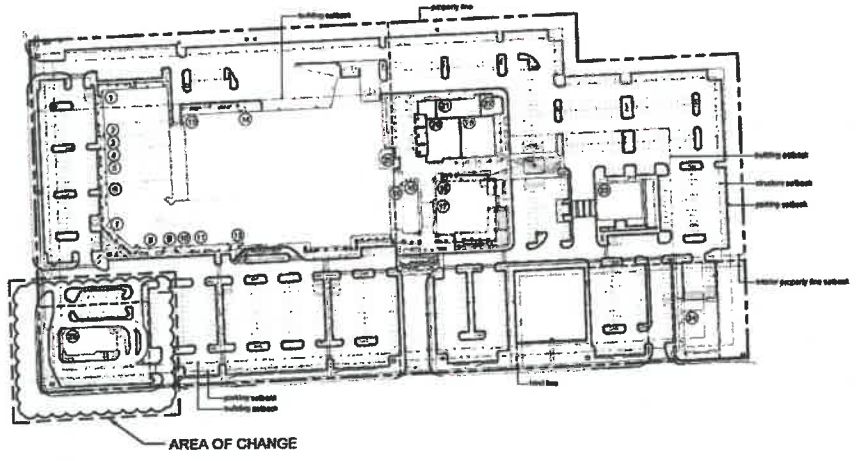


1 Zoning Plan
scale: 1" = 100'-0"



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

Schedule

Legal Description

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03.06.2019	3

sheet number
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drawing type
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Notes

1. Reconnect public sidewalk with connection from north.
2. New concrete sidewalk and integrated screen wall along Mission Road for length of parking field.
3. Reconfigure vehicular entry along Mission Road.
4. New landscape islands and 90 degree parking configuration on west side of retail center.
5. Stamped herringbone pattern concrete pedestrian crosswalk with concrete debris on each side (typ).
6. Relocate existing McDonald's movement sign along Mission Road to accommodate sidewalk.
7. Additional parking along 95th to McDonald's parking lot based on relocated vehicular entry point further east.
8. Island definition of parking field on north side of McDonald's parking lot.
9. Relocate existing McDonald's movement sign along 95th Street to optimal entry island.
10. Updated parking configuration, screen walls and pedestrian paths into development along 95th Street.
11. Removal of existing sand to the south of the cemetery, replaced with additional landscaping.
12. Existing McDonald's and associated drive line to remain.
13. Existing Carrollton building to remain.
14. Reconfigure parking field on east side of development to meet 25'-0" parking buffer requirements.
15. Integrated and accessible planters around pedestrian paths.
16. Reconfigure parking field around NSHC dock.
17. NSHC dock existing to remain.
18. New islands provided for back aisle lanes.
19. New accessibilized trash enclosure with materials to match new facade system.
20. Reconfigure parking field on north side of development to meet 25'-0" parking buffer requirements.
21. Existing dock wall and delivery area for Price Chopper to remain.
22. Demo existing building in northwest corner of retail center and replace with 2-story mixed-use (office / restaurant / retail) building.
23. Screen wall provides public sidewalk to south and east of outdoor patio space of corner restaurant.
24. Screen wall along plaza provides screening to existing utilities located on north wall of existing retail building.
25. Demo portion of existing retail building to provide pedestrian access to plaza.
26. Maintain vehicular access to plaza at east entry.
27. Place footwork site elevation detailing provided with Final Site Plan submission.
28. Existing covered grocery delivery area conversion to pharmacy pick up.
29. Dashed line represents second floor overhang of outdoor and office space.
30. Reduction of drive width to delivery area for maintaining visual impact behind retail center.
31. Removable stainless steel pipe bollards to protect and place entry.
32. Integrated planter boxes and bollards for vehicular protection at south and north plaza entries.
33. LED illuminated stainless steel pipe bollards along frontage of Price Chopper entry.
34. LED site lighting with 18 total height maximum (including base, from grade) shown throughout parking lot.
35. Bicycle parking location.
36. Sight distance triangle along 95th St. at restricted access point: 230' clear line of sight.
37. Sight distance triangle along 95th St. at full access point: 480' clear line of sight.
38. Sight distance triangle along Mission Rd. at full access point: 187' clear line of sight.
39. Berkshyer line per RCPL.
40. Sectionalizer per RCPL.
41. Transformer per RCPL.
42. Remove existing sign along Mission Road.
43. Low screen wall along Mission Road & 95th Street to remain outside of sight distance triangle. 3'-0" tall screening along public street frontage provided with indigenous walls, fences and landscaping.
44. Existing retaining wall to remain along 95th Frontage of Carrollton building.
45. Spend table crosswalk to Price Chopper entry.
46. Sight distance triangle within parking lot: 200' clear line of sight.
47. Provide solid gate for vehicular access to service area.
48. 3' tall spread table at vehicular intersection with painted art feature. Integrated LED traffic rated lighting around limits of spend table.
49. Crosswalk / landscape island with brick herringbone pattern on 8" elevated surface. Location for sculpture approved in island.
50. Expand crosswalk with herringbone pattern concrete with integrated LED traffic rated lighting around limits of pattern.
51. Black aluminum lance and gate at each end of the restaurant patio.
52. Outdoor seating and games per Mast Mitch tenant requirements. Surfaces within patio include concrete, herringbone stamped concrete and artificial turf.
53. At grade planters in concrete pavement.
54. Elevated planter along east wall of Price Chopper. See landscape plans for tree at back & water feature designation.
55. Start wall at 24" above finish grade.
56. Sidewalk assists to secondary.
57. Proposed location of KCATA bus stop. Final design to be submitted separately by KCATA.
58. Align sidewalk with back of curb of new & existing curb along south parking stalls for McDonald's.
59. Water feature per landscape plans.
60. Rock restaurant w/ bar height seating per elevations.
61. Monument sign to meet LED requirements.
62. Screen wall with directional signage (signage to be addressed by separately submitted sign criteria).
63. Additional drive-thru order point added to McDonald's.

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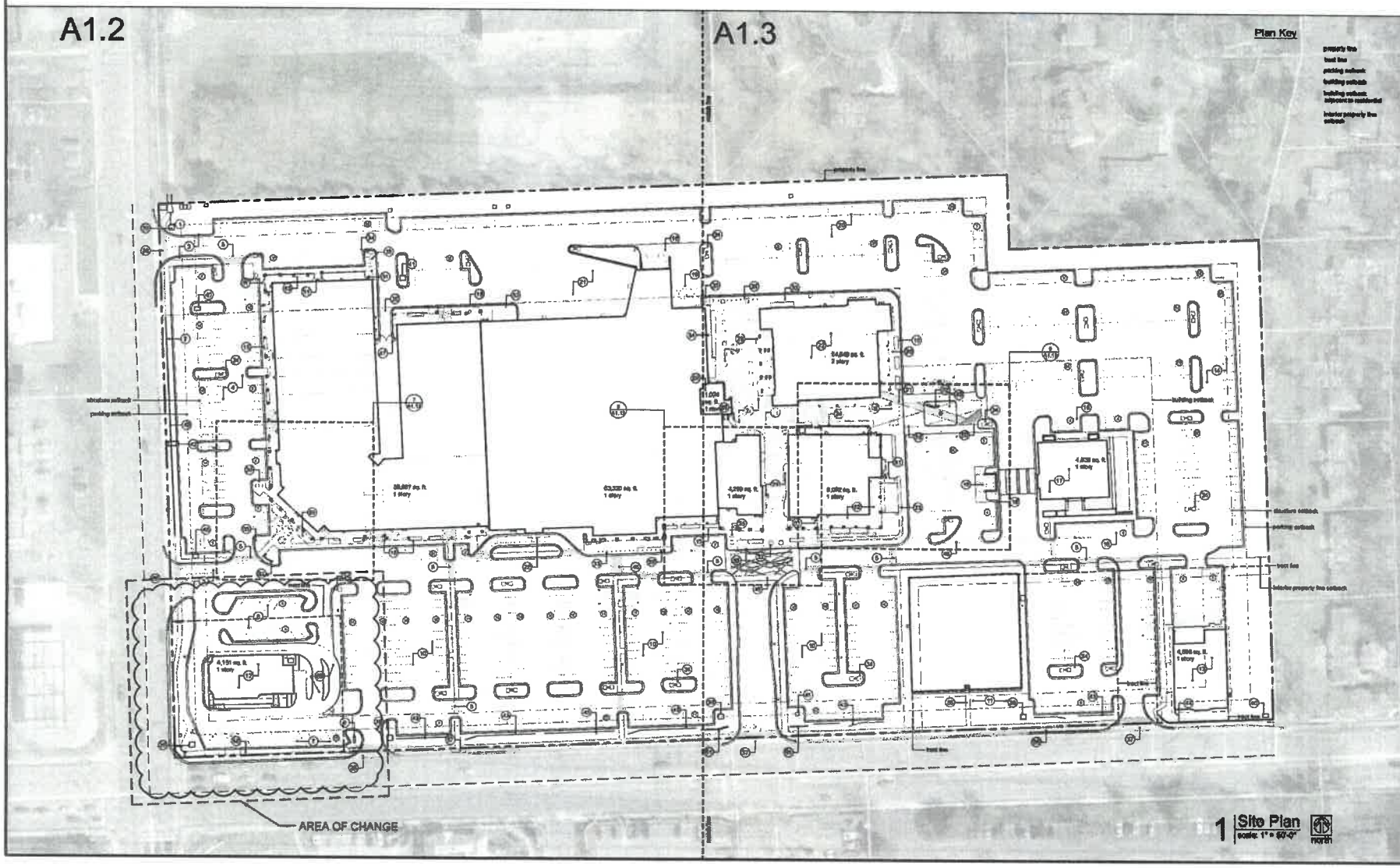

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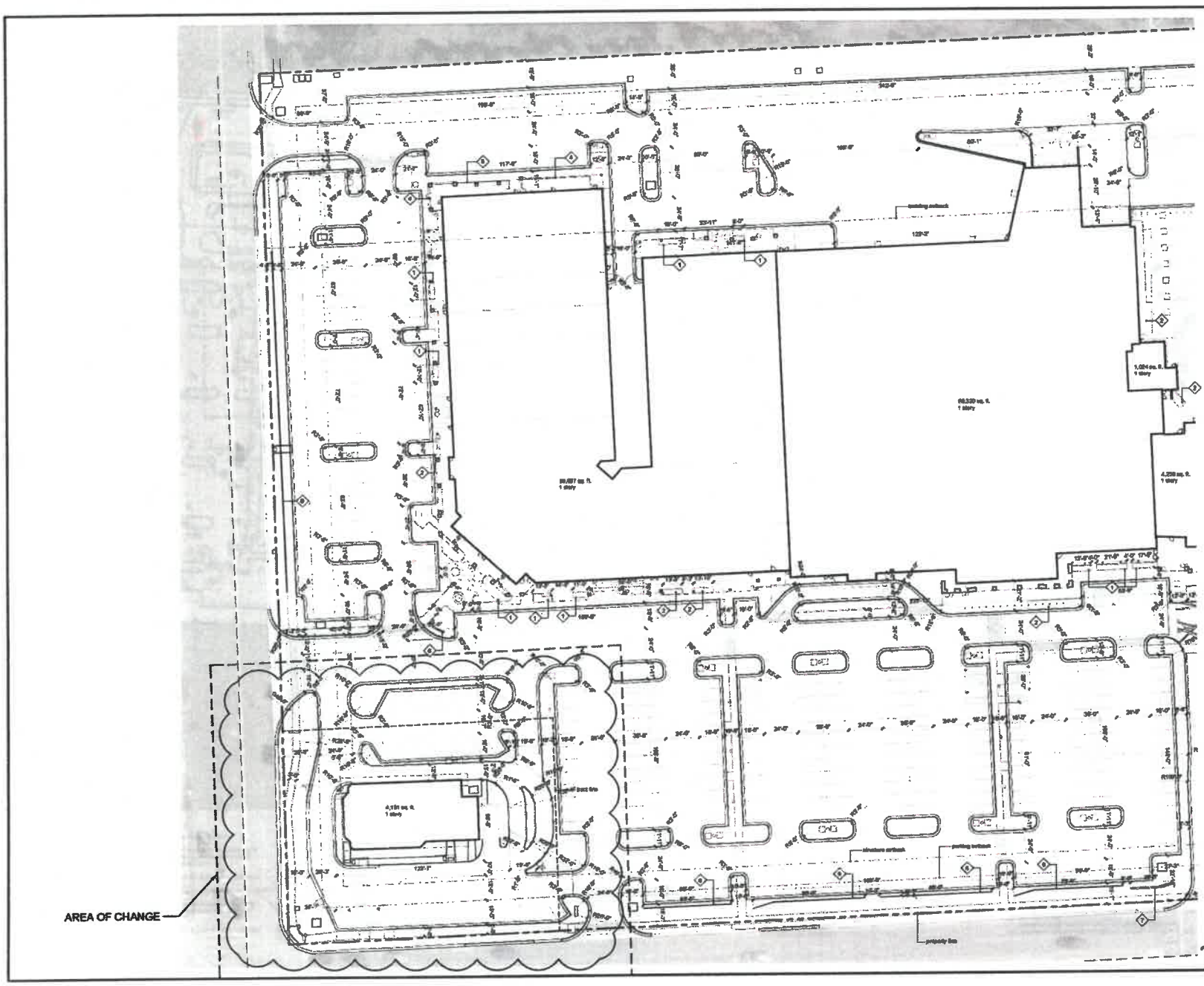

1 Site Plan
scale: 1" = 30'-0"
north

Dimension Notes

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

Plan Key

property line
trail line
parking setback
building setback
building setback adjacent to residential
interior property line setback

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project number
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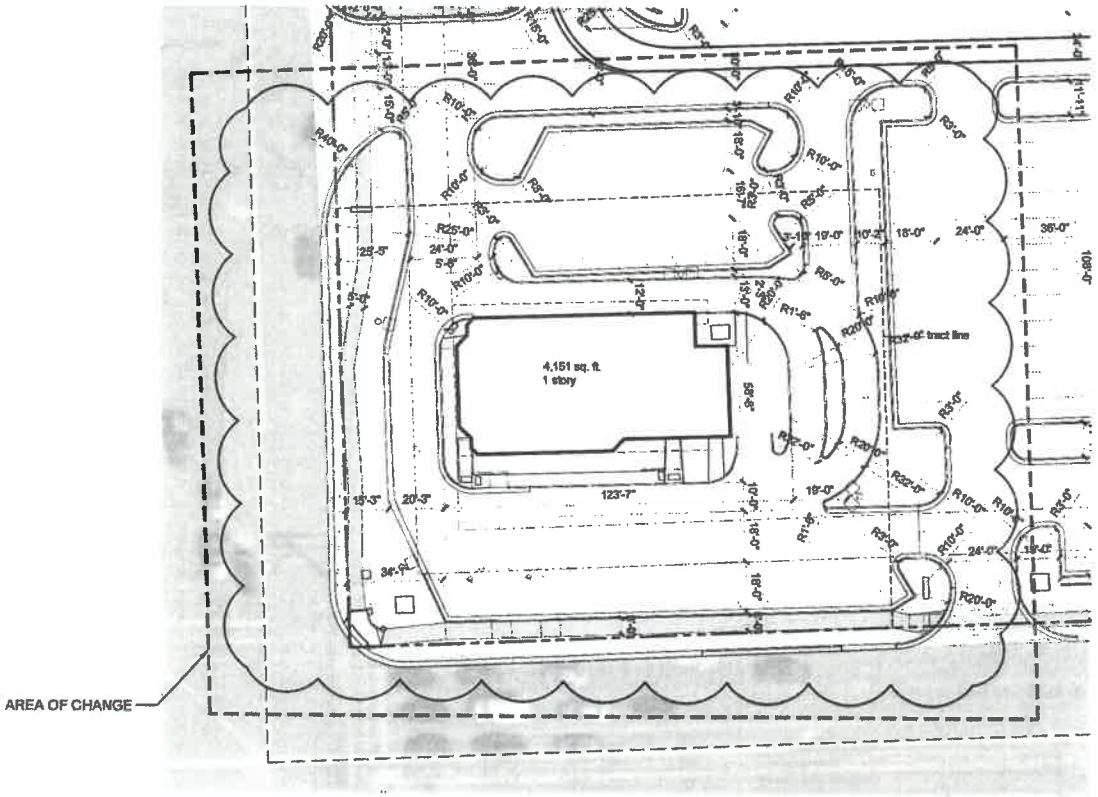

1 Site Plan
scale: 1" = 20'-0"
north

Dimension Notes

1. 12" high concrete planter.
2. 24" high concrete planter.
3. 36" high concrete planter.
4. 36" high pole enclosure.
5. 24" high pole enclosure.
6. 36" high opaque wall.
7. 64" high opaque wall.

Plan Key

property line
tract line
parking setback
building setback
building setback adjacent to residential
interior property line setback

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architecture & engineering
4601 Indian Creek Parkway
Overland Park, KS 66207
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fax: 913.451.[illegible]
www.davidsonsa.com

CHANGES FOR PHASE 1b BY:

PEI
PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1848
www.phelpsengineering.com

03/18/2019

a redevelopment for

Ranch Mart

3700 W. 95th Street
Leawood, Kansas

date
12.18.2018
drawn by
DAE
checked by
DAE
revisions

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drawing type
final development plan
project number
16231

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	5	B4	SINGLE	1.000	11640	88	CBO-A-NM-4ME-B-57K-__-__ + CBO-DA__
	2	B4-2	D180°	1.000	11640	88	CBO-A-NM-4ME-B-57K-__-__ + CBO-DA__
	2	B4B	SINGLE	1.000	8800	88	CBO-A-NM-4ME-B-57K-__-__ + CBO-DA__ + CBO-BLSMF
	20	B5M-2	D180°	1.020	11080	88	CBO-A-NM-5ME-B-57K-__-__ + CBO-DA__
	3	B5M-3-U	2 @ 90°	1.020	25000	215	CBO-A-NM-5ME-U-57K-__-__ + CBO-DA__
	1	B4B-AA	SINGLE	1.000	8800	88	CBO-A-NM-4ME-B-57K-__-__ + CBO-AA__ + CBO-BLSMF
	3	X3PW	SINGLE	0.870	4270	31	X3PW-B-NM-2ME-IL-57K-__-__
	11	WB	SINGLE	1.000	N.A.	20	RS-20WLED-DO-__-__
	4	DL	SINGLE	1.000	1100	14.5	CRST-1100L-__K-18-E20GU24

Calculation Summary (Footcandles calculated using predicted lumen values @ 50K hrs of operation)

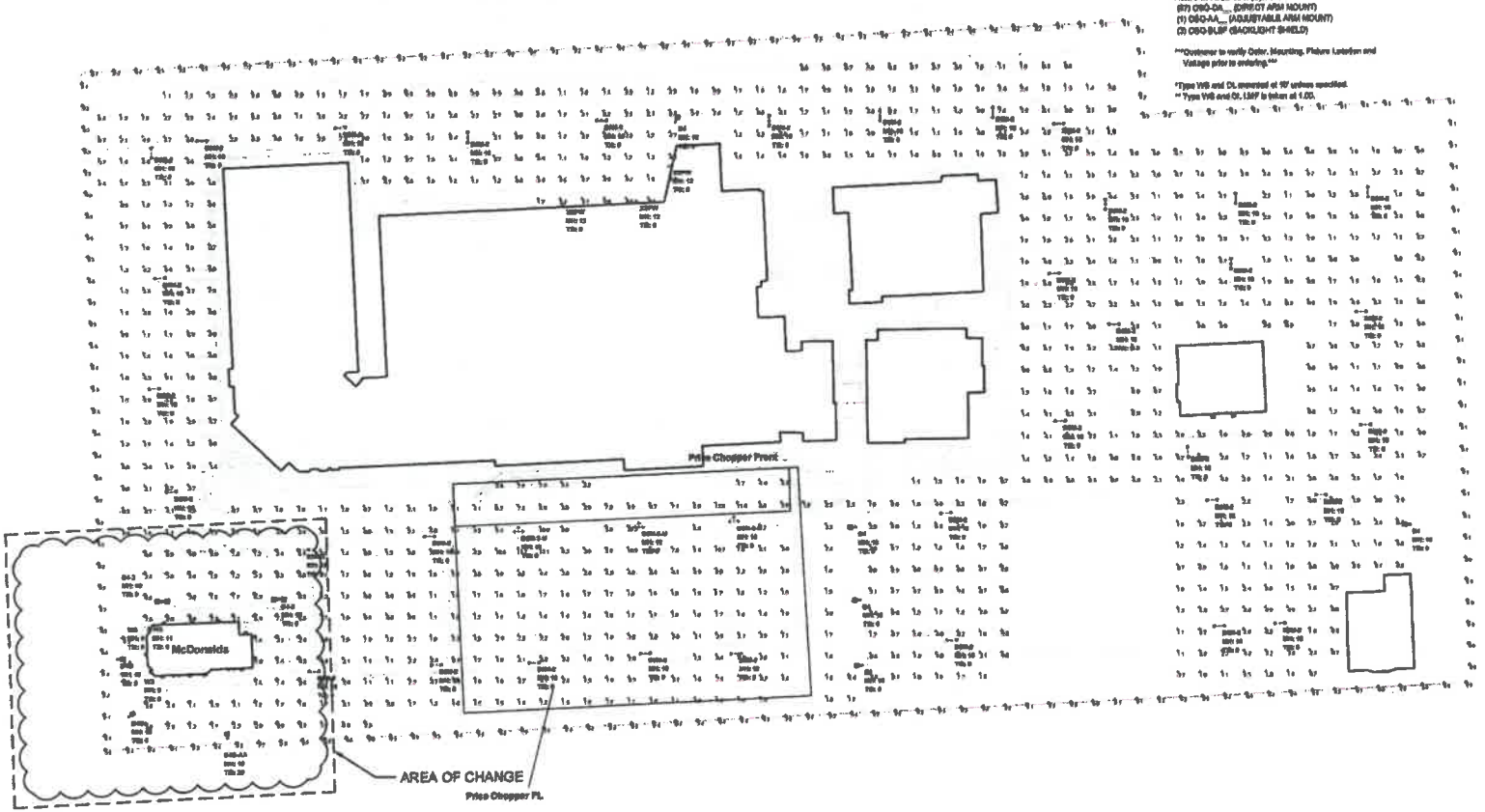
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
McDonalds	Fc	2.90	8.9	0.8	3.70	11.13
PROPERTY LINE	Fc	0.21	0.5	0.0	N.A.	N.A.
Price Chopper Front	Fc	6.94	12.9	2.2	2.70	6.32
Price Chopper PL	Fc	3.77	20.3	1.0	3.77	20.30
RANCHMART and Price Chopper	Fc	1.89	7.4	0.5	3.98	14.80

Pole Schedule:
(7) PS4S15C1__ (15' X 4" X .125" SQUARE STEEL POLE)
(27) PS4S15C2__ (15' X 4" X .125" SQUARE STEEL POLE)
(3) PS4S15C3__ (15' X 4" X .125" SQUARE STEEL POLE)
(1) PS4S15CT__ (15' X 4" X .125" SQUARE STEEL POLE)
Proposed Poles Meets 140 MPH Sustained Winds.

Additional Required Equipment:
(37) CBO-DA__ (DIRECT ARM MOUNT)
(1) CBO-AA__ (ADJUSTABLE ARM MOUNT)
(3) CBO-BLSF (BACKLIGHT SHIELD)

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

*Type WB and DL mounted at 10' unless specified.
** Type WB and DL LMF is taken at 1.00.



CREE

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

SR-32682 | Footcandles calculated at 3' AFG | Filename: 180914LW1CJBR4.AGI

Layout By: Chris Schiltz

Date: 8/1/2019

Scale 1" = 50'

0 100 200

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

north

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05/18/2019

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

date
12.18.2018
drawn by
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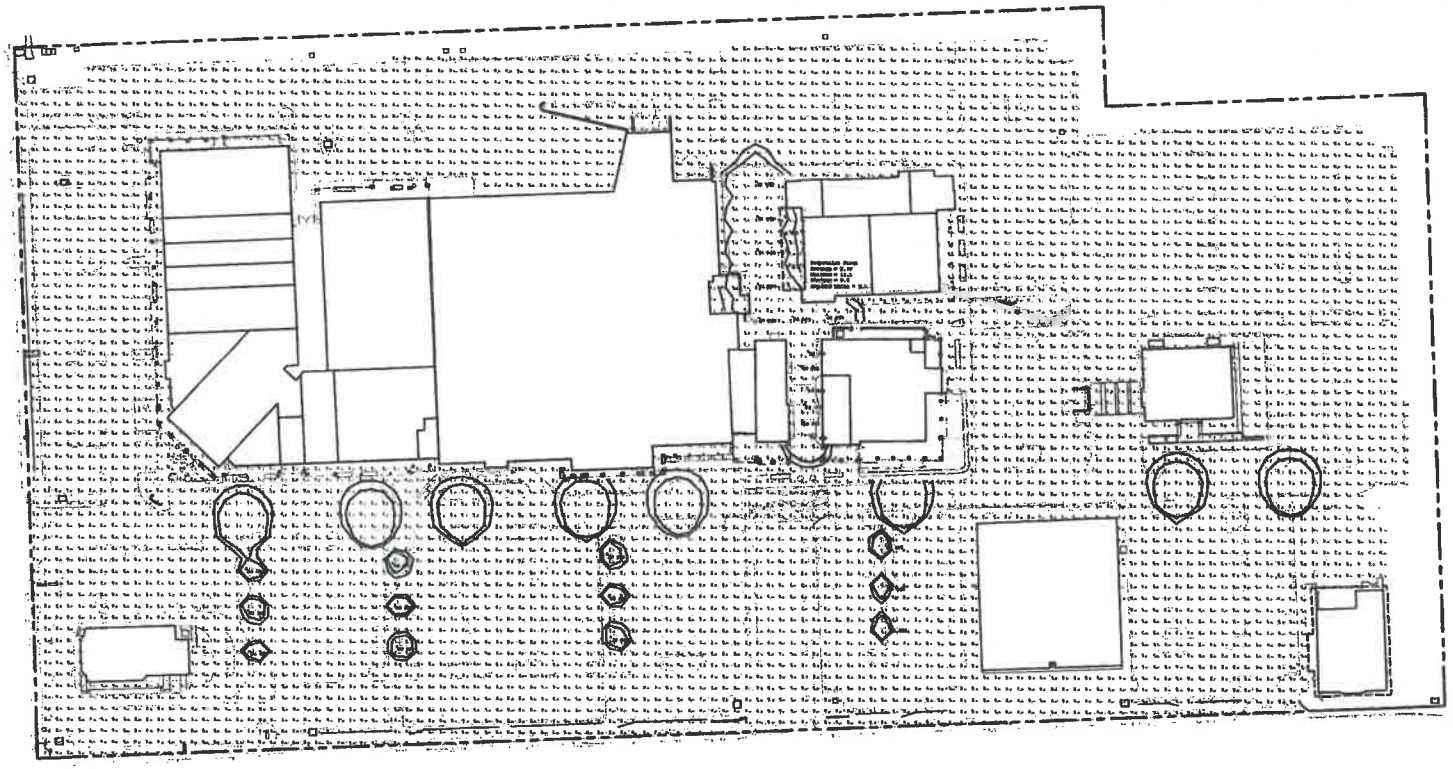

1 Pedestrian Plaza Photometric Plan
scale: 1" = 60'-0"

north

CREE

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PHELPS ENGINEERING, INC

05/15/2019

NO CHANGES THIS SHEET

a redevelopment for
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A1.6

drawing type
final development plan
project number
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Paving Materials

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

Colors:
Color 1: Butterfield Color SG02 Coral
Color 2: Butterfield Color Crimson Coral
Color 3: Butterfield Color Flory Coral
Color 4: Butterfield Color Victoria Bark
Color 5: Butterfield Color Mahogany Bark
Color 6: Butterfield Color Honey Bull
Color 7: Butterfield Color Fox Gray
Color 8: Butterfield Color Driftwood Sabal
Color 9: Butterfield Color SG01 Brown

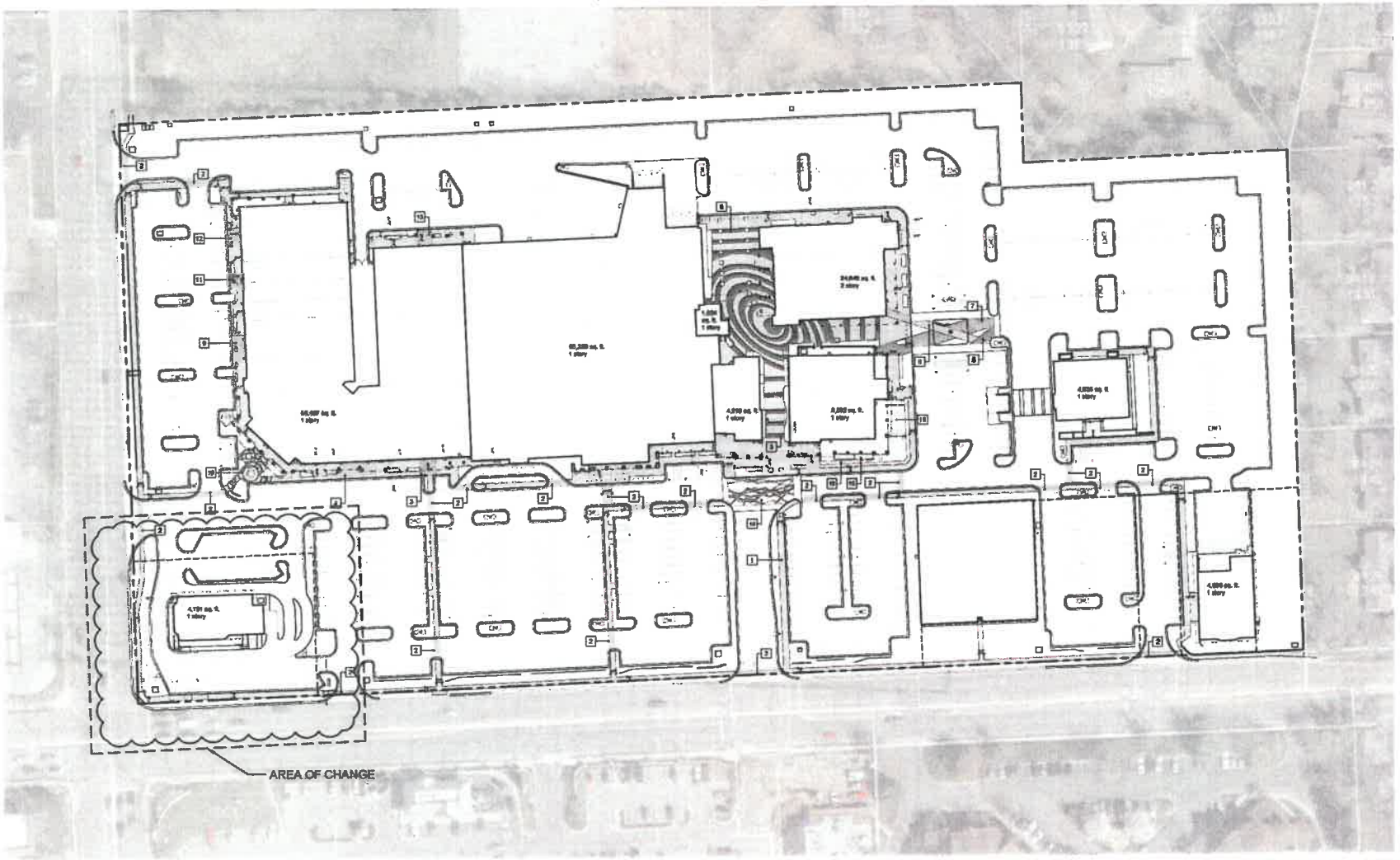
Paving Materials

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

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

2 Stamped Crosswalk Detail

not to scale



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

1 Pedestrian Site Plan

scale: 1" = 50'-0"

north

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4601 Indian Creek Parkway
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08/18/2019

a redevelopment for

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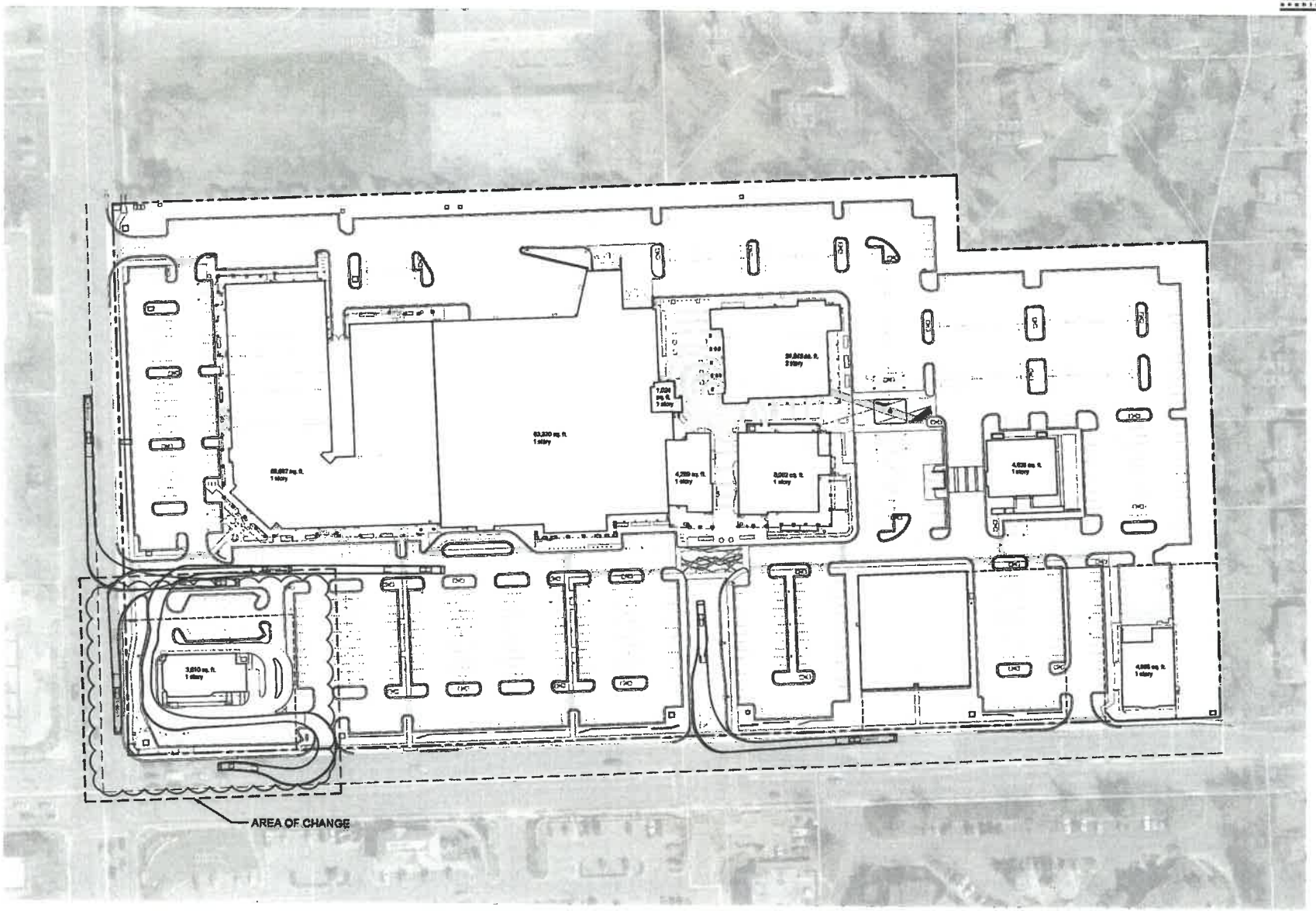

1 Truck Movement Plan
scale: 1" = 50'-0"

north

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4801 Indian Creek Parkway
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A1.9

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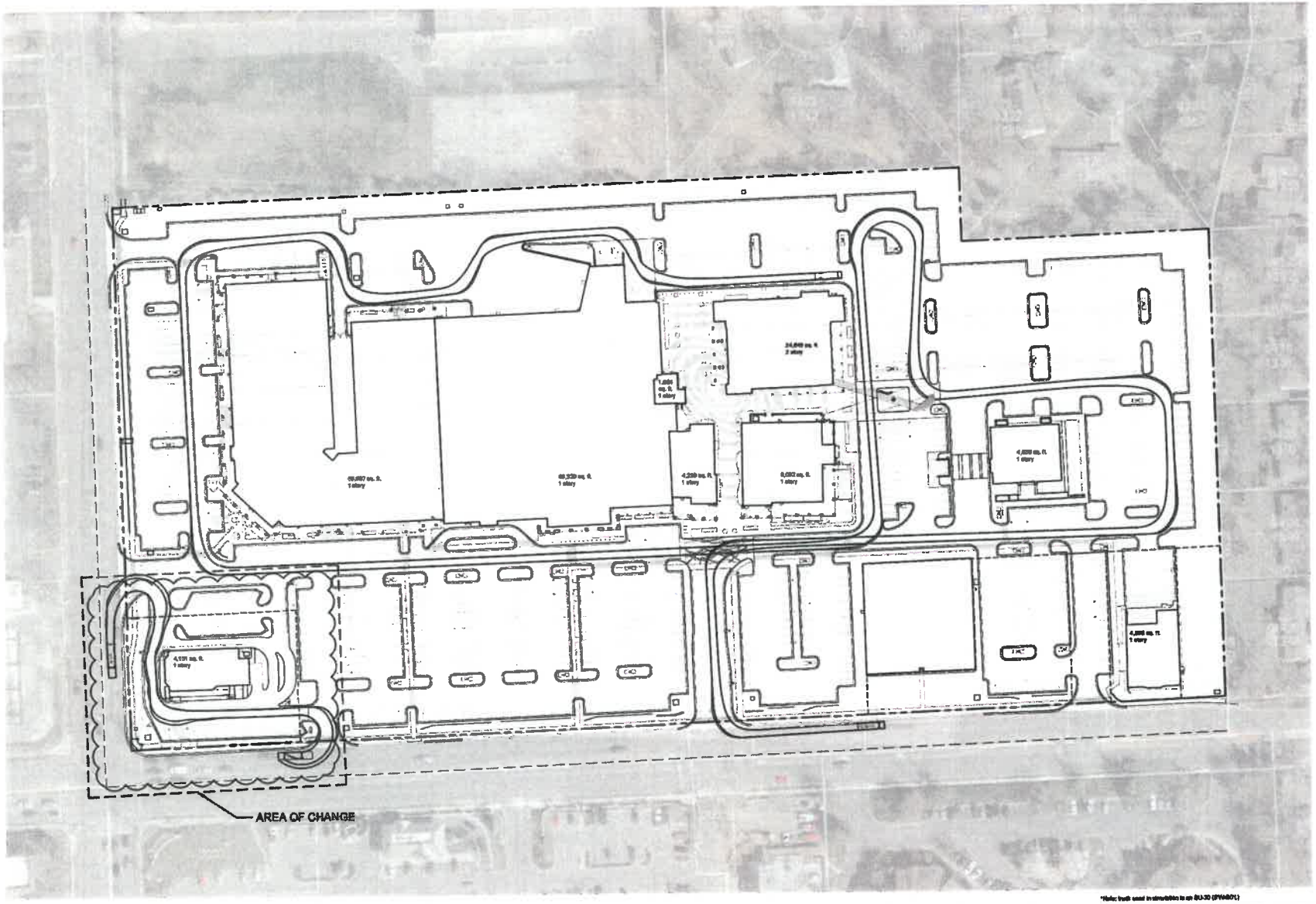

1 Fire Truck Movement Plan
scale: 1" = 50'-0"

north

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08/18/2019

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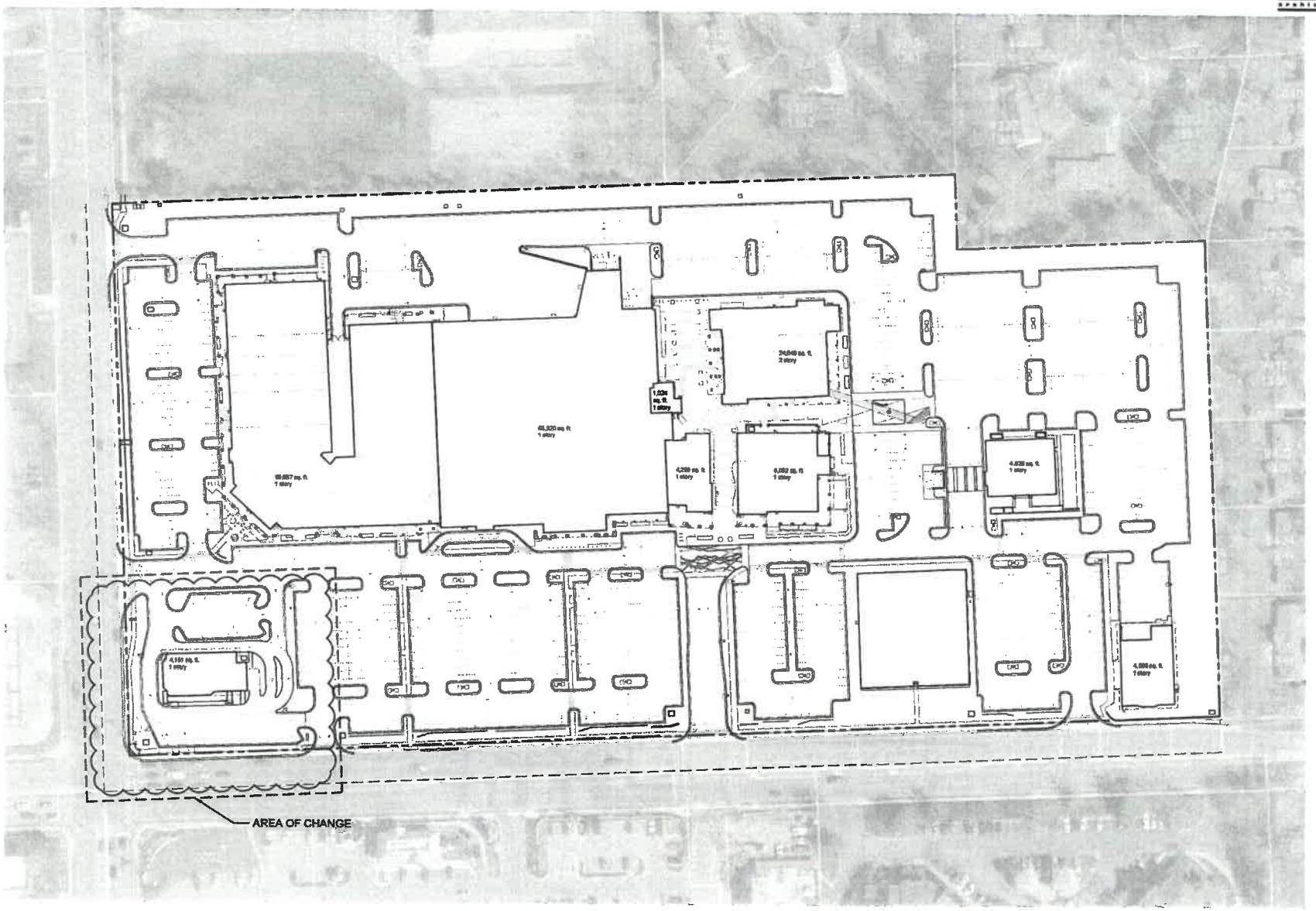

1 Traffic Circulation Plan
scale: 1" = 50'-0"
north

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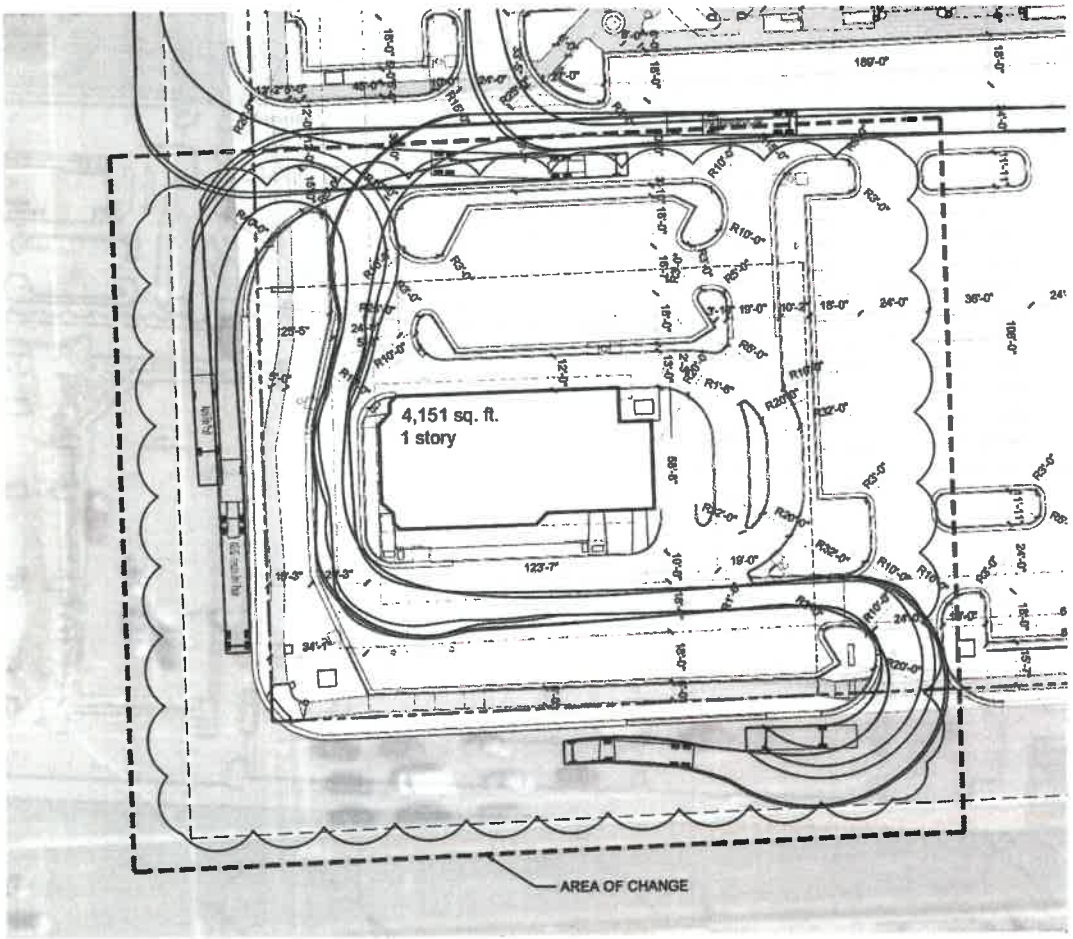

1 Traffic Circulation Plan
scale: 1" = 20'-0"

north

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06/18/2019

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3700 W. 95th Street
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A1.11.1
drawing type
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16231

LEGAL DESCRIPTION:

ALL OF THE SOUTH 164 FEET OF THE WEST 222 FEET OF SECTION 34, TOWNSHIP 12, RANGE 25, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN ROADS.

GROSS AREA = ±0.9988 ACRES / ±43,371 SQ.FT.
NET AREA = ±0.6700 ACRES / ±29,418 SQ.FT.

SITE KEY NOTES:

- (A) CONSTRUCT 2' STRAIGHT BACK CURB & GUTTER. LAYDOWN CURB & GUTTER AT SIDEWALK RAMP LOCATIONS
- (B) CONSTRUCT SIDEWALK & RAMPS TO ADA SPEC'S (PRIVATE)
- (C) CONSTRUCT CONCRETE SIDEWALK (PRIVATE) PER STANDARD DETAIL
- (D) INSTALL CROSSWALK PAVEMENT MARKING 4" WIDE WHITE STRIPES, 3' O.C. @ 45° PER "PAVEMENT MARKING AND SIGNAGE NOTES" (TYP)
- (E) INSTALL YELLOW CIRCLE DIRECTIONAL ARROW PER STANDARD DETAIL
- (F) INSTALL WHITE INGRESS-EGRESS DIRECTIONAL ARROW PER STANDARD DETAIL
- (G) INSTALL YELLOW "DRIVE THRU" WITH DIRECTIONAL ARROW PAVEMENT MARKING PER STANDARD DETAIL
- (H) INSTALL DIGITAL MENU BOARD FOOTING (SEE SHEET C00 FOR DETAIL)
- (I) INSTALL "ORDER HERE" CANOPY FOOTING (SEE SHEET C00 FOR DETAIL)
- (J) INSTALL WHITE "DO NOT ENTER" PER STANDARD DETAIL
- (K) PRE-SELL BOARD NOT TO BE INCLUDED
- (L) INSTALL 4" WIDE WHITE PARKING STRIPES PER PAVEMENT MARKING & SIGNAGE NOTES
- (M) INSTALL YELLOW "THANK YOU" PER STANDARD DETAIL
- (N) INSTALL YELLOW DOUBLE ARROW PER STANDARD DETAIL
- (O) STRIPE & SIGN CURB SIDE PICKUP STALL PER MCDONALDS STANDARDS
- (P) CONSTRUCT FULL DEPTH STANDARD DUTY ASPHALT PAVEMENT (PARKING AREAS)
- (Q) CONSTRUCT FULL DEPTH HEAVY DUTY ASPHALT PAVEMENT (DRIVE AREAS)
- (R) CONSTRUCT CONCRETE PAVEMENT
- (S) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL
- (T) 6" WIDE SINGLE SOLID YELLOW LINE FOR DRIVE-THRU (TYP.)
- (U) 6" WIDE SINGLE SOLID YELLOW LINE AT MERGE POINT
- (V) INSTALL DOUBLE GATEWAY SIGN FOOTING (SEE SHEET C00 FOR DETAIL)
- (W) DRIVE THRU PULL FORWARD SPACE WITH YELLOW STRIPING & REQUIRED SIGNAGE
- (X) 6" WIDE DASHED YELLOW LINE FOR DRIVE THRU
- (Y) INSTALL PVC CONDUIT TO MENU BOARD & ORDER CANOPY
- (Z) CONSTRUCT OVERLAY ASPHALT PAVEMENT
- (AA) CONSTRUCT STRAIGHT CURB
- (BB) EXISTING YELLOW "DRIVE THRU" WITH DIRECTIONAL ARROW PAVEMENT MARKING (TO REMAIN)
- (CC) INSTALL MONUMENT SIGN
- (DD) INSTALL DIRECTIONAL SIGN
- (EE) CONTRACTOR TO INSTALL 1,500 GALLON GREASE INTERCEPTOR (REF: SHEET C00 FOR DETAIL) AND ASSOCIATED PIPING TO CONNECT TO EXISTING GREASE LINE.
- (FF) REPLACE EXISTING TRASH ENCLOSURE GATE WITH A DECORATIVE STEEL GATE TO BE PAINTED (RE: ARCH PLANS)
- (GG) CONSTRUCT STAMPED (HERRINGBONE PATTERN) RED CONCRETE PAVEMENT

GENERAL NOTES:

1. The major road signs and bases and all installation is part of the sign contractor's package. Conduit and wire to the signs installed by GC and cost paid by the operator. The concrete base for the sign is included as part of the sign cost and paid for by the operator.
2. Entrance and exit signs, drive-thru menu boards and flagpoles, including the installation, are part of the sign contractor's package. Bases and wiring to the signs and conduit are installed by GC and costs paid by the operator.
3. Lot lighting supplier note: light for American flag illumination to be located on building near the flag when required.
4. Bases for flagpoles are by the General Contractor. Anchor bolts are by other.
5. Proposed utilities are shown in schematic only. Exact locations shall be determined to allow for the most economical installation.
6. The contractor shall coordinate with all utility companies to determine exact point of service connection at existing utility. Refer to the building electrical and plumbing drawings for utility services entrance locations, sizes, and circuiting.
7. All elevations shown are in reference to the benchmark and must be verified by the General Contractor at groundbreak.
8. Finish walk and curb elevations shall be 6" above finish pavement.
9. All landscape areas shall be rough graded to 6" below top of all walks and curbs, finish grading, landscaping, and sprinkler systems are by the owner/operator.
10. Lot lighting concrete footings to conform with the soils report recommendations for this particular site.
11. The General Contractor shall confirm which type of foundation is to be used by the sign company installing the on-site road sign prior to pouring any adjacent curbs and pavement.
12. See menu board detail sheets for conduit sizes, entry board locations and angles with project manager.
13. See site details for lot striping information and specifications.
14. All concrete walks to be 4" thick and broom finished.
15. Bases, anchor bolts, conduit, and wiring for all other signs are by the General Contractor.
16. Any work performed in the state R.O.W. shall be per DOT guidelines and standard specifications.
17. All exposed concrete corners to be chamfered and/or to have RADII
18. All exposed concrete curbs, sidewalks, slabs, pavements and foundations shall be treated with an equal concrete treatment as manufactured by Acurex, or approved equivalent.
19. The compaction requirements for all fill materials(s) placed anywhere on McDonald's Corporation property shall be 100% of the standard proctor (ASTM D-698).
20. The general contractor is responsible for demolition of any remaining site improvements prior to construction.
21. All joints where new pavement adjoins existing pavement shall be saw cut, to insure a straight clean line, or all be carried to the next expansion joint on DOT R.O.W. where feasible.
22. All curb flows and pavement elevations shall match adjoining curbing and pavement exactly.
23. Stabilize and grass all slopes to prevent erosion, and sod or hydro-seed slopes over 2:1 unless otherwise specified. See grading plan.
24. All dimensions are given to the back of curb.
25. Contractor to use topographic survey in conjunction with this site plan for location and sizes of existing features.
26. If concrete drip aprons are used in parking stalls against a retaining wall, GC to provide ½" expansion joint between drip apron and wall.
27. Contractor shall be responsible for obtaining all permits required by governing authority including but not limited to Public Works, right-of-way, hauling, land disturbance, demolition/building, etc.

ADDITIONAL GENERAL NOTES:

1. The Contractor shall have one (1) signed copy of the plans (approved by the City) and one (1) copy of the appropriate Design and Construction Standards and specifications at the job site at all times.
2. Construction of improvements shown or implied by this set of drawings shall not be initiated or any part thereof undertaken until the City Engineer is notified of such intent and all required and properly executed bonds are received and approved by the City Engineer.
3. All existing utilities indicated on the drawings are according to the best information available to the Engineer; however, all utilities actually existing may not be shown. Utilities damaged through the negligence of the Contractor to obtain the location of same shall be repaired or replaced by the Contractor at his expense.
4. Contractor shall not be allowed to work Sundays or holidays. Saturday work shall be as approved by the City Engineer or Project Engineer.
5. Relocation of any utility required for the construction of this project shall be the responsibility of the Contractor and shall be at his expense as a subsidiary obligation.
6. All storm sewer pipe shall be Class III RCP, unless otherwise noted.
7. Street Contractor shall install curb inlet grates at the time of curb installation.
8. All existing site improvements shall be demolished and disposed off-site.

FLOOD NOTE:

THE SUBJECT PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COMMUNITY NO. 200167, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0054G, AND DATED AUGUST 3, 2009.

SITE DIMENSION NOTES:

1. BUILDING TIES SHOWN ARE TO THE OUTSIDE FACE OF PROPOSED WALLS. THE SUBCONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR SPECIFIC DIMENSIONS AND LAYOUT INFORMATION FOR THE BUILDINGS.
2. ALL DIMENSIONS SHOWN FOR THE PARKING LOT AND CURBS ARE MEASURED FORM BACK OF CURB TO BACK OF CURB.

BENCHMARK:

VERTICAL DATUM = NAVD88 BASED ON GPS OBSERVATION USING MODOT VRS.

BM A: SET "□" CUT AT CENTER FRONT FACE OF INLET AT CENTER OF PARKING LOT ON ALONG EAST SIDE OF .
ELEVATION =922.88.

BM B: SET "□" CUT AT SOUTHEAST CORNER CONC. TRANSFORMER PAD AT MIDDLE OF SOUTH PROPERTY LINE.
ELEVATION =922.88.

BUILDING & LOT DATA

LOT	0.67 AC/29,418 S.F.
EXISTING ZONING	SD-CR
BUILDING (1 STORY) – RESTAURANT	4,151 S.F.

PARKING SUMMARY

RESTAURANT	
TOTAL PARKING PROVIDED ON-SITE	* 34 SPACES
HANDICAP PARKING SPACES PROVIDED	2 SPACES
PARKING REQUIRED	4 SP. / 1,000 S.F. + 1 SP. / 3 SEATS
TOTAL PARKING REQUIRED	41 SPACES
HANDICAP PARKING SPACES REQUIRED	2 SPACES

* ADDITIONAL STALLS TO BE PROVIDED WITH OVERALL RANCHMART DEVELOPMENT

PERFORMANCE STANDARDS

	EXISTING	PROPOSED	PERCENTAGE
TOTAL BUILDING FLOOR AREA	4151 SF	4151 SF	
F.A.R. (FLOOR AREA RATIO)	0.14	0.14	
SETBACKS (EXISTING SETBACKS DO NOT CHANGE)			
PARKING	6.4 FT	6.4 FT	
BUILDING	41 FT	41 FT	
INTERNAL	0 FT	0 FT	
OPEN SPACE CALCULATIONS			
MCDONALDS	7,349 SF	7,451 SF	26%
RANCHMART	190,875 SF	137,708 SF	18%
INTERIOR SITE OPEN SPACE CALCULATIONS			
MCDONALDS	1,871 SF	2,398 SF	11%
RANCHMART	*20,020 SF	20,020 SF	10%
SITE ACREAGE			
MCDONALDS	28,475 SF/ 0.65 AC	28,475 SF/ 0.65 AC	
OVERALL RANCHMART	750,401 SF/ 17.23 AC	750,401 SF/ 17.23 AC	
SD-CR	653,043 SF	653,043 SF	
SD-O	70,529 SF	70,529 SF	

* REQUIRED INTERIOR SITE OPEN SPACE

LEGEND

- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED STANDARD DUTY ASPHALT
- PROPOSED 2" MILL & OVERLAY ASPHALT
- PROPOSED 2' STRAIGHT BACK CURB & GUTTER
- PROPOSED STRAIGHT BACK CURB
- (0) PROPOSED PARKING SPACES
- PROPERTY LINE

SCALE: 1"=2000'

VICINITY MAP
SEC. 34–T12S–R25E

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

UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES.

SCALE: 1"=20'
0' 20' 40'

BEARING BASED: U.S. STATE PLANE 1983 KANSAS NORTH ZONE (1501)

REV | DATE | DESCRIPTION | BY

PHELPS ENGINEERING, INC
PLANNING
ENGINEERING
IMPLEMENTATION

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION: 2007005058

PREPARED FOR
McDonald's USA, LLC

SHEET TITLE: SITE PLAN

PROJECT ADDRESS: 3860 WEST 95TH STREET LEAWOOD, KANSAS 66206

SHEET NO. C1.1

JASON L. ROUDEBUSH
LICENSED PROFESSIONAL ENGINEER
22409
KANSAS

DETAIL "C"
1" = 10'

DETAIL "A"
1" = 10'

DETAIL "B"
1" = 10'

SITE GRADING NOTES:

1. CONTOURS AND ELEVATIONS: Existing 1' and proposed 1' contours are shown on plans. Proposed contours and elevations shown represent approximate finish grade. Contractor shall hold down subgrades to allow for pavement and sub-base thicknesses.

2. If the contractor does not accept existing topography as shown on the plans, without exception, he shall have made at his expense, a topographic survey by a registered land surveyor and submit it to the owner for review.

3. CLEARING AND GRUBBING: Prior to beginning preparation of subgrade, all areas under pavements or building shall be stripped of all topsoil, vegetation, large rock fragments (greater than 6 inches in any dimension) and any other deleterious material. The actual stripping depth should be based on visual examination during construction and the results of proof-rolling operations. The root systems of all trees (not designated to remain) shall be removed in their entirety. Stripping materials shall not be incorporated into structural fills.

4. TOPSOIL STRIPPING: Prior to the start of site grading, the contractor shall strip all topsoil from areas to be graded and stockpile at a location on or adjacent to the site as directed by the owner. At completion of grading operations and related construction, the contractor will be responsible for redistribution of topsoil over all areas disturbed by the construction activities. Topsoil shall be placed to a minimum depth of six inches (6") and in accordance with specifications for landscaping. At that time and prior to the installation of landscaping or irrigation, all topsoil graded areas shall be visually inspected and accepted by the owner and ITL.

5. Contractor shall adjust and/or cut existing pavement as necessary to assure a smooth fit and continuous grade. Contractor shall assure positive drainage away from buildings for all natural and paved areas.

6. SUBGRADE PREPARATION: Prior to placement of new fill material, the existing subgrade shall be proofrolled and approved under the direction of the Geotechnical Engineer or his representative.

7. PROOFROLLING: Subsequent to completion of stripping and over-excavation, all building and pavement areas to receive engineered fill should be systematically proof-rolled using a tandem axle dump truck loaded to approximately 20,000 pounds per axle. Also, any finished subgrade areas to receive paving shall be proof-rolled within 48 hours of paving. Unsuitable soils that are detected and that can not be recompacted should be over-excavated and replaced with controlled structural fill.

8. EARTHWORK:

A) GEOTECHNICAL: All earthwork shall conform to the recommendations of the Geotechnical report. Said report and its recommendations are hereby incorporated into the project requirements by reference. Prior to beginning construction, the contractor shall obtain a copy of and become familiar with the geotechnical report. Unless specifically noted on the plans, the recommendations in the geotechnical report are hereby incorporated into the project requirements and specifications.

B) SURFACE WATER: Surface water shall be intercepted and diverted during the placement of fill.

C) FILLS: All fills shall be considered controlled or structural fill and shall be free of vegetation, organic matter, topsoil and debris. In areas where thickness of the engineered fill is greater than five feet building and pavement construction should not commence until so authorized by the on-site geotechnical engineer to allow for consolidation.

D) EXISTING SLOPES: Where fill material is to be placed on existing slopes greater than 5:1 (horizontal to vertical), existing slope shall be benched providing a minimum vertical face of twelve inches (12"). The benches should be cut wide enough to accommodate the compaction equipment. Fill material shall be placed and compacted in horizontal lifts not exceeding nine inches (9") (loose lift measurement), unless otherwise approved by the Geotechnical Engineer.

E) COMPACTION REQUIREMENTS: The upper 8 inches of pavement subgrade areas shall be compacted to a minimum density of ninety five percent (95%) of the material's maximum dry density as determined by ASTM D698 (standard proctor compaction). The moisture content at the time of placement and compaction shall be within a range of 0% below to 4% above optimum moisture content as defined by the standard proctor compaction procedure. The moisture contents shall be maintained within this range until completion of the work. Where compaction of earth fill by a large roller is impractical or undesirable, the earth fill shall be hand compacted with small vibrating rollers or mechanical tampers.

9. All cut or fill slopes shall be 3:1 or flatter. All asphalt parking areas shall be a minimum of 1% slope but not more than 5% slope unless otherwise noted. All pavements within ADA parking areas shall not exceed 2% total slope. All grades around building shall be held down 6" from finish floor and slope away another 6" in 10 feet. Contractor shall notify engineer prior to final subgrade construction of any areas not within this slope requirement.

10. TESTING AND INSPECTION: Owner's Independent Testing Laboratory (ITL) shall make tests of earthwork during construction and observe the placement of fills and other work performed on this project to verify that work has been completed in accordance with Geotechnical Engineering Report, Project Specifications and within industry standards. The ITL will be selected by the owner and the cost of testing will be the owner's responsibility.

11. CLASSIFICATION: All excavation shall be considered unclassified. No separate or additional payments shall be made for rock excavation.

12. SEEDING: All areas disturbed by earthwork operations shall be seeded.

13. UTILITIES: The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies, and where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility companies at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plans.

14. LAND DISTURBANCE: The contractor shall adhere to all terms & conditions as outlined in the EPA or applicable state N.P.D.E.S. permit for storm water discharge associated with construction activities. refer to project S.W.P.P.P. requirements.

FLOOD NOTE:

THE SUBJECT PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF OVERLAND PARK, COMMUNITY NO. 200757, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0054G, AND DATED AUGUST 3, 2009.

UTILITY NOTE:

UTILITIES SHOWN HEREON ARE SHOWN FROM FIELD LOCATES BY THE UTILITY COMPANIES OR THEIR RESPECTIVE REPRESENTATIVES AND MAPPING PROVIDED BY THE UTILITY COMPANIES AND ARE NOT THE RESULT OF AN ACTUAL DIG. PEI DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN HEREON.

BEFORE DIGGING, CONTACT THE KANSAS ONE CALL SYSTEM AT 1 800 DIG-SAFE OR 811 FOR UTILITY LOCATES.

BENCHMARKS: VERTICAL DATUM = NAVD88 BASED ON JOHNSON COUNTY CONTROL NETWORK. ALUMINUM BERNSTEN DISK STAMPED ON NORTHWEST HEADWALL OF RCB, ±530 FEET WEST OF THE INTERSECTION OF 95TH STREET AND ROE AVENUE. ELEVATION= 943.59

BM A: SET "□" CUT ON TOP OF CURB AT THE NORTHWEST CORNER OF THE PARKING ISLAND ADJACENT TO THE DRIVE THRU BY THE NORTHEAST CORNER OF THE SUBJECT PROPERTY. ELEVATION= 999.01

BM B: SET "□" CUT ON SOUTHWEST CORNER OF CONCRETE TRAFFIC SIGNAL POLE BASE AT SOUTHWEST CORNER OF SUBJECT PROPERTY. ELEVATION= 992.56

BM C: SET "□" CUT IN CENTER FRONT FACE OF CURB INLET ON NORTH SIDE OF 95TH STREET NORTHWEST CORNER OF BACK OF CURB ON PARKING LOT SOUTH OF PROPERTY, ±35 EAST OF SOUTHWEST CORNER OF SUBJECT PROPERTY. ELEVATION= 988.22

SCALE: 1"=2000'

VICINITY MAP
SEC. 34–T12S–R25E

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

UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES.

UTILITY NOTE:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH AND RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

ADA PATH NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE THAT THE SIDEWALK/CROSSWALK SHALL NOT EXCEED 2% CROSS SLOPE OR 5% RUNNING SLOPE (IN THE DIRECTION OF TRAVEL, EXCEPT AT RAMP LOCATIONS).

LEGEND

- EXISTING CONTOURS
- 968 — PROPOSED CONTOURS
- PROPERTY LINE
- ADA ROUTE
- PROPOSED SPOT ELEVATION

LG	LIP OF GUTTER
TC	TOP OF CURB
SW	SIDEWALK
ME	MATCH EXISTING
HP	HIGH POINT
LP	LOW POINT
P	TOP OF PAVEMENT
TS	TOP OF STRUCTURE
GE	GROUND ELEVATION
SB	INLET BASE
DS	DOWN SPOUT

SCALE: 1"=20'
0' 20' 40'

BEARING BASIS: U.S. STATE PLANE 1983 KANSAS NORTH ZONE (1501)

PEI PLANNING ENGINEERING IMPLEMENTATION

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION: 2007005008

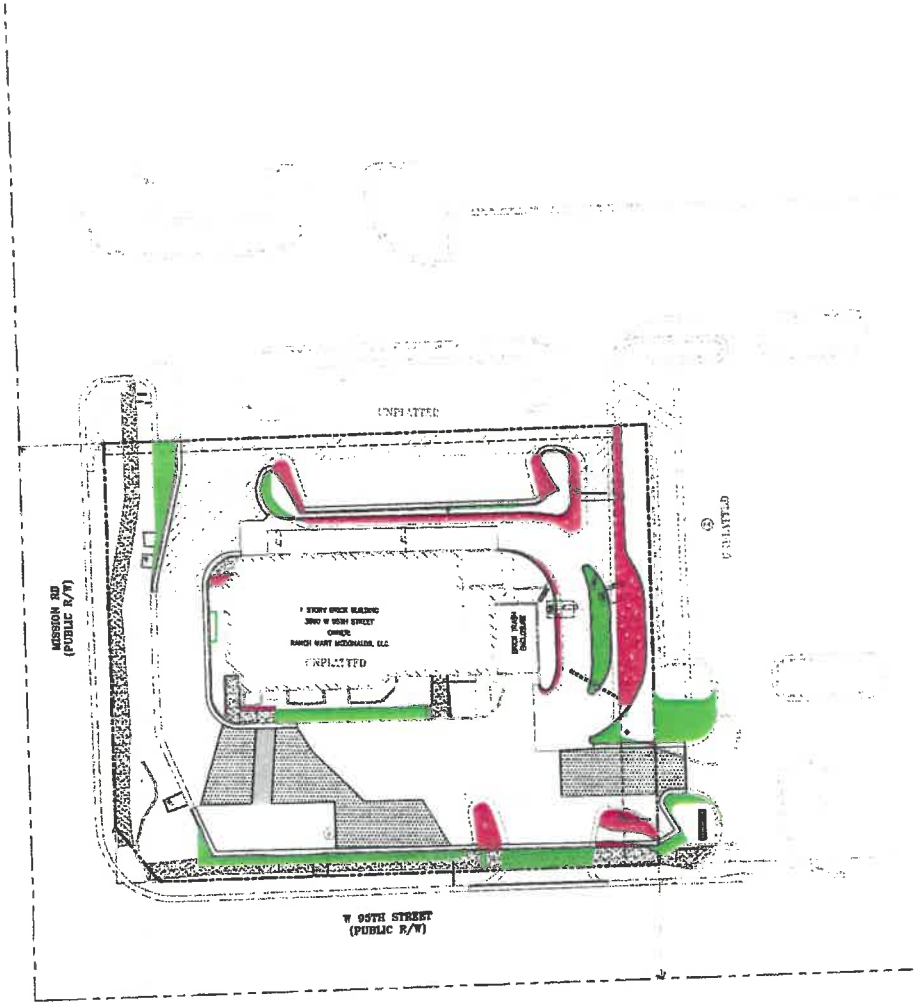
REV	DATE	DESCRIPTION	BY

McDonald's USA, LLC

GRADING PLAN

3850 WEST 95TH STREET
LEAWOOD, KANSAS 66206

C1.2



McDonald's Remodel Plan:

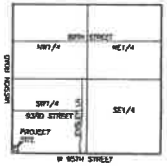
Existing Greenspace To Be Removed	-1,538 Sq. Ft.
Proposed Greenspace Added within McDonald's Lease Area	1,179 Sq. Ft.
Proposed Greenspace Added outside McDonald's Lease Area Compared to Previously Approved Reichmann Plan	396 Sq. Ft.
Net Change in Greenspace	345 Sq. Ft.

LEGEND

- GREEN SPACE TO BE REMOVED
- PROPOSED GREEN SPACE
- PROPERTY LINE

SCALE: 1"=20'

BEARING BASIS: U.S. STATE PLANE 1983 KANSAS NORTH ZONE (FIPS)



VICINITY MAP
SEC. 34-T12S-R25E

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

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AARON L. ROGERS LICENSED PROFESSIONAL ENGINEER 22409 KANSAS

PHILES ENGINEERING, INC.
Aaron L. Rogers
Chief Executive Officer
(913) 397-9155
Fax (913) 397-9156
www.philesengineering.com
MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION: 2007005058

REV	DATE	DESCRIPTION	BY

PREPARED BY:
PLANNING
ENGINEERING
IMPLEMENTATION

PREPARED FOR:
McDonald's USA, LLC

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This plan, and all ideas, designs, arrangements and plans indicated or represented by it, is the property of McDonald's USA, LLC and was created, evolved and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of McDonald's USA, LLC.

ISSUED / REVISED:
03/15/2019
PLAN SET

PROJECT #:
-
000

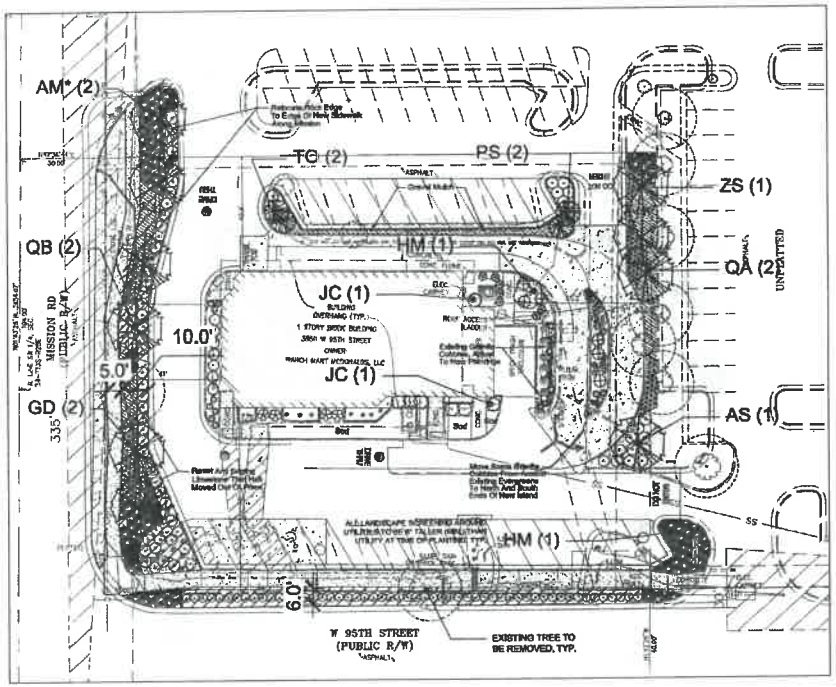
CHECKED BY:
DRAWN BY:
MB

SCALE: 1" = 20'
DATE PLOTTED:
3/15/2019

DRAWING TITLE:
GREEN SPACE CHANGES

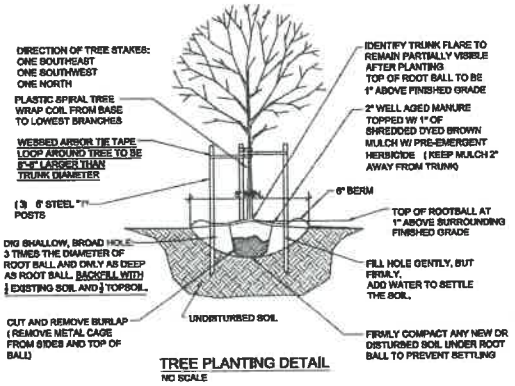
PROJECT ADDRESS:
3880 WEST 95TH STREET
LEAWOOD, KANSAS 66206

SHEET NO.:
C1.3



PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
		SHADE TREES				
AM	2	Acer miyabei 'Morton'	STATE STREET MIYABE MAPLE	2" CAL.	B&B	SPECIMEN QUALITY
AS	1	Acer saccharum	SUGAR MAPLE	2" CAL.	B&B	SPECIMEN QUALITY
GD	2	Gymnocladus dioicus 'Espresso'	KENTUCKY COFFEETREE	2" CAL.	B&B	SPECIMEN QUALITY
HM	3	Hamamelis intermedia	REVEN BOWL FLOWER	8' HGT.	B&B	SPECIMEN QUALITY
JC	3	Juniperus chinensis 'Keteleeri'	KETELEERI CHINESE JUNIPER	8' HGT.	B&B	SPECIMEN QUALITY
QA	2	Quercus alba	WHITE OAK	2" CAL.	B&B	SPECIMEN QUALITY
QB	2	Quercus bicolor	SWAMP WHITE OAK	2" CAL.	B&B	SPECIMEN QUALITY
ZS	1	Zelkova serrata 'Green Vase'	JAPANESE ZELKOVA	2" CAL.	B&B	SPECIMEN QUALITY
		EVERGREEN TREES				
PS	2	Pinus strobus 'Fastigiata'	COLUMNAR EASTERN WHITE PINE	8' HT.	B&B	AS SHOWN ON PLAN
TO	2	Thuja occidentalis 'Techny'	TECHNY ARBORVITAE	8' HT.	B&B	AS SHOWN ON PLAN



TREE PLANTING DETAIL
NO SCALE

Site Specific Landscape Notes:

1. Plants removed or damaged close to the bldg. during renovation shall be replaced in kind. All other existing plants shall be protected and saved.

General Landscape Notes:

1. Contractor shall verify the existence and location of all utilities before starting any work.
2. Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.
3. Contractor shall make no substitutions without the approval of the Landscape Architect.
4. Contractor shall stake layout plan in the field and shall have the layout approved by the Landscape Architect before proceeding with the installation.
5. All shrub beds within lawn areas shall receive a trenched edge.
6. New shrub beds next to building shall be mulched with 3" of gravel mulch to match existing existing over a felt type soil separator fabric. (See note 21.)
7. All shrub beds shall be treated with the pre-emergent herbicide Pre M 60 DG (granular) or an approved equal in accordance with the manufacturer's instructions.
8. All lawn areas as noted shall be fertilized, sodded with a Turf-Type Tall Fescue grass seed blend including public ROW. See plan labels.
9. Fertilizer for trees and container stock areas shall be a balanced fertilizer applied at rates per manufacturers recommendations and soil test results.
10. Contractor shall warranty all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner.
11. Any plant material which dies during the one year warranty period shall be replaced by the Contractor during normal planting seasons.
12. Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner. After initial acceptance, maintenance shall be by the owner.
13. All plant names on the plant list conform to the Standardized Plant Names prepared by the American Joint Committee on Horticultural Nomenclature or to names generally accepted in the nursery trade.
14. All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurserymen, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.
15. Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than the specified sizes be accepted.
16. Plants shall not be pruned prior to delivery to the site or after installation except for those branches that have been damaged in some way.
17. Plants shall not have name tags removed prior to final inspection.
18. Contractor shall be responsible for weed control on the project during and after construction until the project is turned over to the owner.
19. All plantings shall receive a commercial transplant additive per manufacturers recommended rates and instructions for application.
20. Successful landscape bidder shall be responsible for the modification of any existing irrigation system to be approved by the Owner prior to construction.
21. Where existing gravel exists, supplement where needed to 3" deep when adding plants. Existing gravel around building is variations of brown gravel +/-1"-2"rock. Also see notes on site plan.

Proposed Future Trees

SCALE 1" = 20'

LEGEND
- EXISTING TREES TO REMAIN
- EXISTING TREES TO BE REMOVED
- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- PLANTING BED
- EXISTING LANDSCAPE TO REMAIN
- TURF

Transplant Additives:

1. Apply a commercial transplant additive (approved by the Landscape Architect) to all trees, shrubs and groundcover at rates recommended by the manufacturer during the planting. This item shall be subsidiary to other planting items.
2. Transplant additive shall be Plant Health Care Inc. "Mycor Tree Saver" mycorrhizal fungal transplant inoculant or equivilent equal containing the appropriate species of mycorrhizal fungi and bacteria, fungi stimulant, water retaining agents, mineral & organic nutrients and inert ingredients.
3. Demonstrate installation of all transplant additives for this project to the Landscape Architect. Provide actual additive product as evidence of sufficient quantity of product. (Empty product bags to be stockpiled for inspection by the Landscape Architect prior to disposal).
4. Number of transplant additive packets per tree, shrub or groundcover shall be applied according to the manufacturer's recommended rates and instructions. Per all plants the packet mix shall be evenly distributed into the upper approximately 8" of backfill soil next to the rootball. Do not place mix in the bottom of the planting pit.
5. Furnishing and application of transplant additive shall be subsidiary to the planting operations.

Utility Note:

Utilities shown on plan are diagramatic and some may be missing. Before starting any construction call appropriate locating service. In Kansas call 1-800-DIG-SAFE (344-7233) to have utilities located.

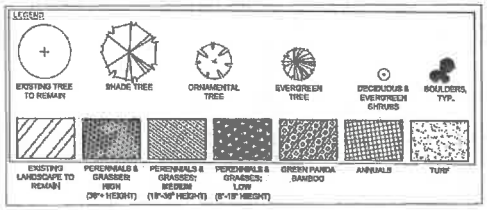
Sight Triangles

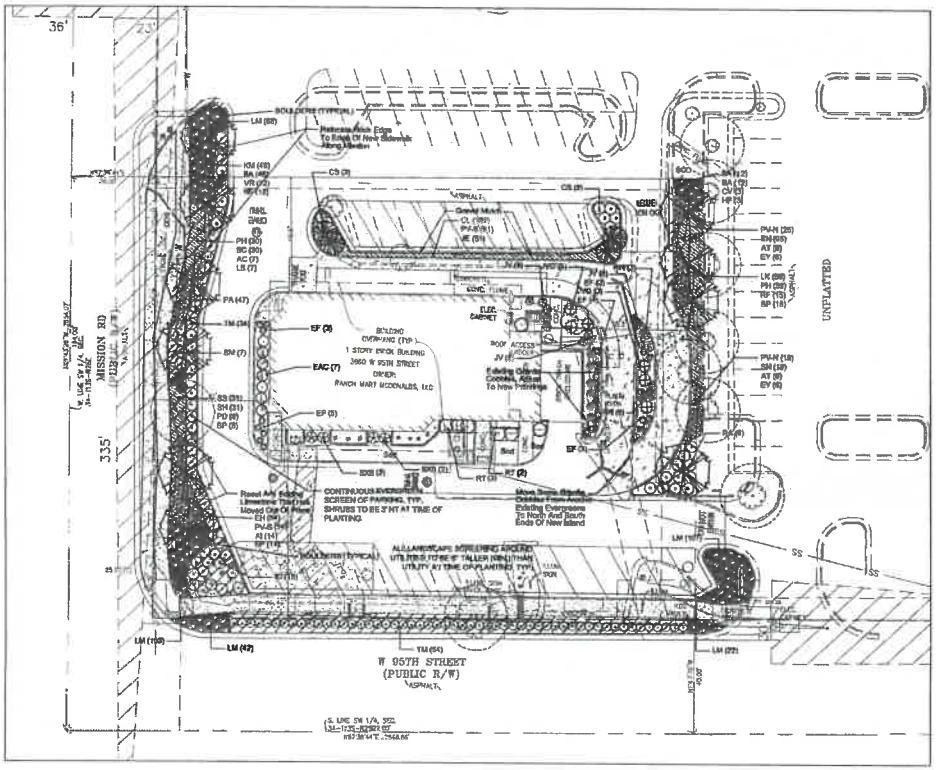
07/19/2019

McDonald's
Leawood, Kansas

LS-1

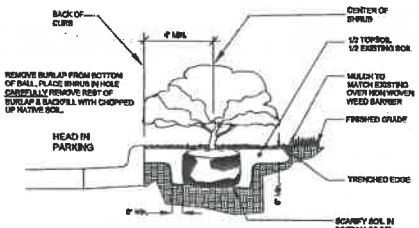
Oppermann LandDesign, LLC
Land Planning ◆ Landscape Architecture
14900 West 119th Street
Olathe, Kansas 66061
oppermannlanddesign.com
913.814.0407





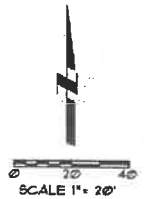
PLANT SCHEDULE CONT.

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
EVERGREEN SHRUBS						
EF	18	Eucalyptus forbesii 'Blondy' TM	BLONDY EUCRYPHUS	#2	CONT.	AS SHOWN ON PLANS
EB	15	Ilex glabra 'Nigra'	INKBERRY HOLLY	#5	CONT.	AS SHOWN ON PLANS
JVG	8	Juniperus virginiana 'Grey Owl'	GREY OWL JUNIPER	#5	CONT.	AS SHOWN ON PLANS
JV	6	Juniperus virginiana 'Taylor'	TAYLOR JUNIPER	6' ht.	B&B	AS SHOWN ON PLANS
TM	69	Taxus x media 'Densiformis'	DENSEFORMIS YEW	#5	CONT.	AS SHOWN ON PLANS
PERENNIALS						
AI	14	Asclepias tuberosa	SWAMP MILKWEED	#1	CONT.	1'-0" TRIANGULAR SPACING
AG	7	Achillea 'Hybrida'	APPTIVA YARROW	#1	CONT.	1'-0" TRIANGULAR SPACING
AT	12	Asclepias tuberosa	BUTTERFLY MILKWEED	#1	CONT.	1'-0" TRIANGULAR SPACING
BF	5	Brachyla australis	BLUE FALSE INDIGO	#1	CONT.	1'-0" TRIANGULAR SPACING
CV	7	Clematis serratifolia 'Treed street'	BROAD STREET CONEOPSES	#1	CONT.	1'-0" TRIANGULAR SPACING
CP	14	Echinacea purpurea	PURPLE CONEFLOWER	#1	CONT.	1'-0" TRIANGULAR SPACING
EY	13	Eryngium yuccifolium	BUTTLEMANE WATER	#1	CONT.	1'-0" TRIANGULAR SPACING
HF	3	Hemerocallis 'Fragrant Returns'	FRAGRANT RETURNS DAYLILY	#1	CONT.	1'-0" TRIANGULAR SPACING
LM	342	Liriope muscari	LILYGRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
LS	7	Liatris pycnostachya	PRAIRIE BLAZING STAR	#1	CONT.	1'-0" TRIANGULAR SPACING
NF	12	Nepeta x faassenii 'Walker's Low'	WALKER'S LOW CATMINT	#1	CONT.	1'-0" TRIANGULAR SPACING
PA	47	Perovskia atriplicifolia 'Rocketman'	ROCKETMAN RUSSIAN SAGE	#1	CONT.	1'-0" TRIANGULAR SPACING
PD	8	Penstemon 'Dark Towers'	DARK TOWERS BEARDTONGUE	#1	CONT.	1'-0" TRIANGULAR SPACING
RF	15	Rudbeckia fulgida 'Little Goldstar'	BLACK EYED SUSAN	#1	CONT.	1'-0" TRIANGULAR SPACING
SP	14	Sedum spectabile 'Autumn Fire'	AUTUMN FIRE STONECROP	#1	CONT.	1'-0" TRIANGULAR SPACING
VH	12	Veronica 'Royal Candles'	SPEEDWELL	#1	CONT.	1'-0" TRIANGULAR SPACING
DECIDUOUS SHRUBS						
CS	8	Cornus sericea 'Flaviramea'	RED AND YELLOW TWIG DOGWOOD	#5	CONT.	AS SHOWN ON PLANS
EAC	7	Euonymus alatus 'Compactus'	COMPACT BURNING BUSH	#5	CONT.	AS SHOWN ON PLANS
RA	6	Rhus aromatica	GRO LOW SUMAC	#5	CONT.	AS SHOWN ON PLANS
RT	6	Rhus typhina 'Tiger Eyes'	TIGER EYES SUMAC	#5	CONT.	AS SHOWN ON PLANS
RH	9	Rosa x 'Meneseplow'	POPCORN DRIFT ROSE	#1	CONT.	AS SHOWN ON PLANS
SHB	4	Spiraea x bumalda 'Anthony Waterer'	ANTHONY WATERER SPIRAEA	#3	CONT.	AS SHOWN ON PLANS
SM	7	Syringa meyeri 'Palibin'	DWARF KOREAN LILAC	#5	CONT.	AS SHOWN ON PLANS
ORNAMENTAL GRASSES						
BA	58	Bouteloua gracilis 'Blond Ambition'	BLONDE AMBITION BLUE GRAMMA GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
BC	30	Bouteloua curtipendula	SIDE OATS GRAMA	#1	CONT.	1'-0" TRIANGULAR SPACING
CA	122	Chasmanthium latifolium	NORTHERN SEA OATS	#1	CONT.	1'-0" TRIANGULAR SPACING
CH	84	Elymus hystrix	BOTTLE BRUSH GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
JE	61	Juncus effusus	SOFT RUSH	#1	CONT.	1'-0" TRIANGULAR SPACING
MM	46	Muhlenbergia mexicana	JUNE GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
LK	58	Miscanthus sinensis 'Little Kitten'	LITTLE KITTEN GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
PH	89	Pennisetum alopecuroides 'Hamlin'	DWARF FOUNTAIN GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
PVH	43	Panicum virgatum 'Heavy Metal'	HEAVY METAL SWITCH GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
PVS	115	Panicum virgatum 'Shenandoah'	SHENANDOAH RED SWITCH GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
SA	13	Sesleria autumnalis	AUTUMN MOOR GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
SH	31	Sporobolus heterolepis	PRAIRIE DROPSEED	#1	CONT.	1'-0" TRIANGULAR SPACING
SN	43	Sorghastrum nutans	INDIAN GRASS	#1	CONT.	1'-0" TRIANGULAR SPACING
SS	91	Schizachyrium scoparium	LITTLE BLUESTEM	#1	CONT.	1'-0" TRIANGULAR SPACING



SHRUB BED & PARKING SETBACK DETAIL
NO SCALE

Proposed Future Trees



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07/19/2019

McDonald's
Leawood, Kansas

LS-2

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Olathe, Kansas 66061
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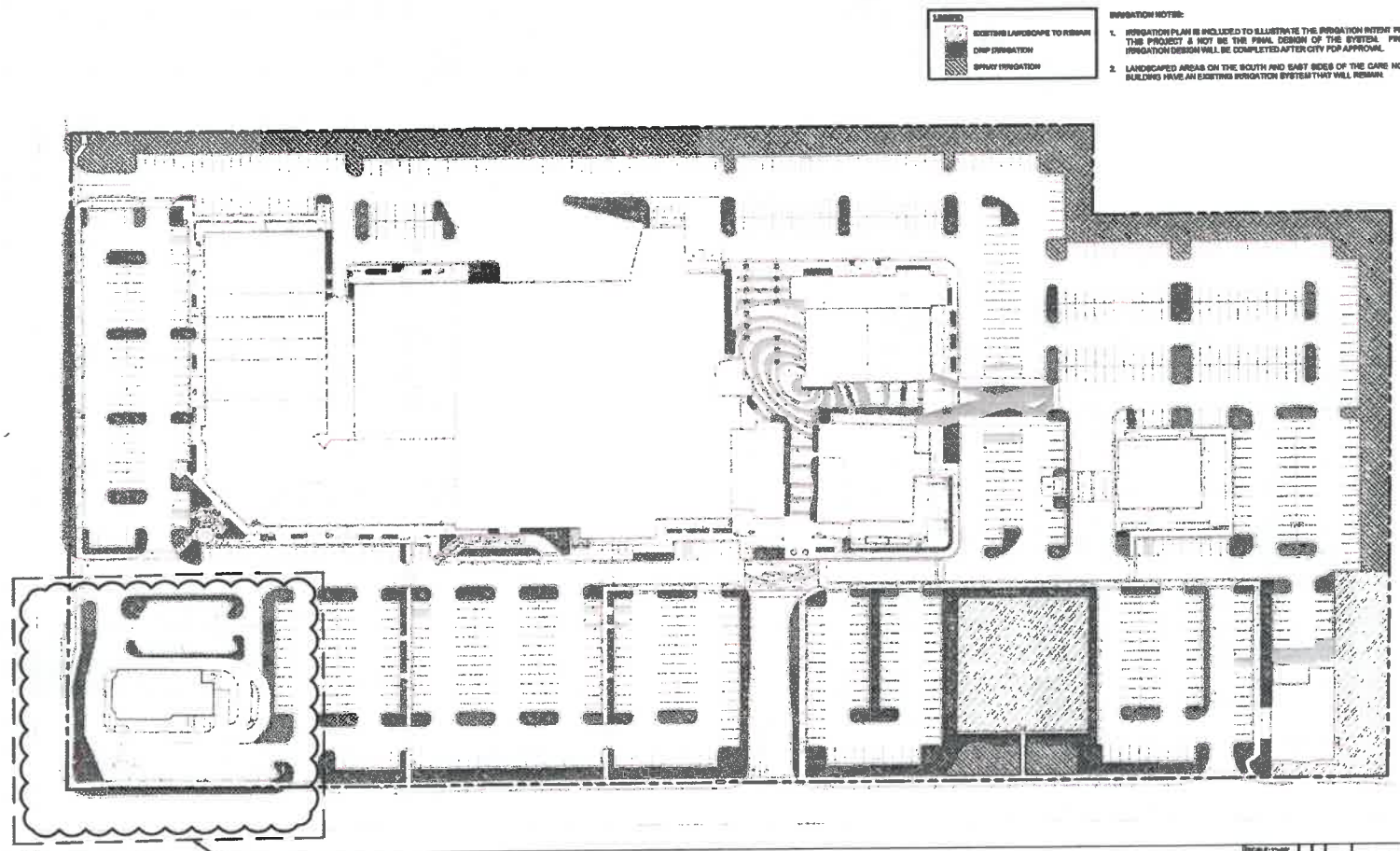

IRRIGATION NOTES:

1. IRRIGATION PLAN IS INCLUDED TO ILLUSTRATE THE IRRIGATION INTENT FOR THIS PROJECT & NOT BE THE FINAL DESIGN OF THE SYSTEM. FINAL IRRIGATION DESIGN WILL BE COMPLETED AFTER CITY PDP APPROVAL.
2. LANDSCAPED AREAS ON THE SOUTH AND EAST SIDES OF THE CARE NOW BUILDING HAVE AN EXISTING IRRIGATION SYSTEM THAT WILL REMAIN.

01 IRRIGATION PLAN

SCALE: 1"=50'

davidson
architecture engineering
4801 Indian Creek Parkway
Overland Park, KS 66207
phone 913.491.9000
fax 913.491.9001
www.davidsonae.com

CONFLUENCE
LANDSCAPE ARCHITECT
CONFLUENCE
417 DELAWARE STREET
KANSAS CITY, MISSOURI 64105
PH: 816.531.7227

CHANGES FOR PHASE 1b BY:

PEI
PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC
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[illegible]
[illegible]
www.phelpsengineering.com

05/15/2019

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

date
12.18.2018
drawn by
MS
checked by
JC
revisions

	△
01.11.2019	1
02.19.2019	2
03.08.2019	3

sheet number
IR1.0

drawing type
final development plan
project number
16231

North-East View

McDonald's 015-0178
3860 West 95th Street
Leawood, KS

Stantec

Design Visualization
Version 07/10/2019

North-West View

McDonald's 015-0178
3860 West 95th Street
Leawood, KS

Design Visualization
Version 07/12/2019

Stantec

South-East View

McDonald's 015-0178
3860 West 95th Street
Leawood, KS

Design Visualization

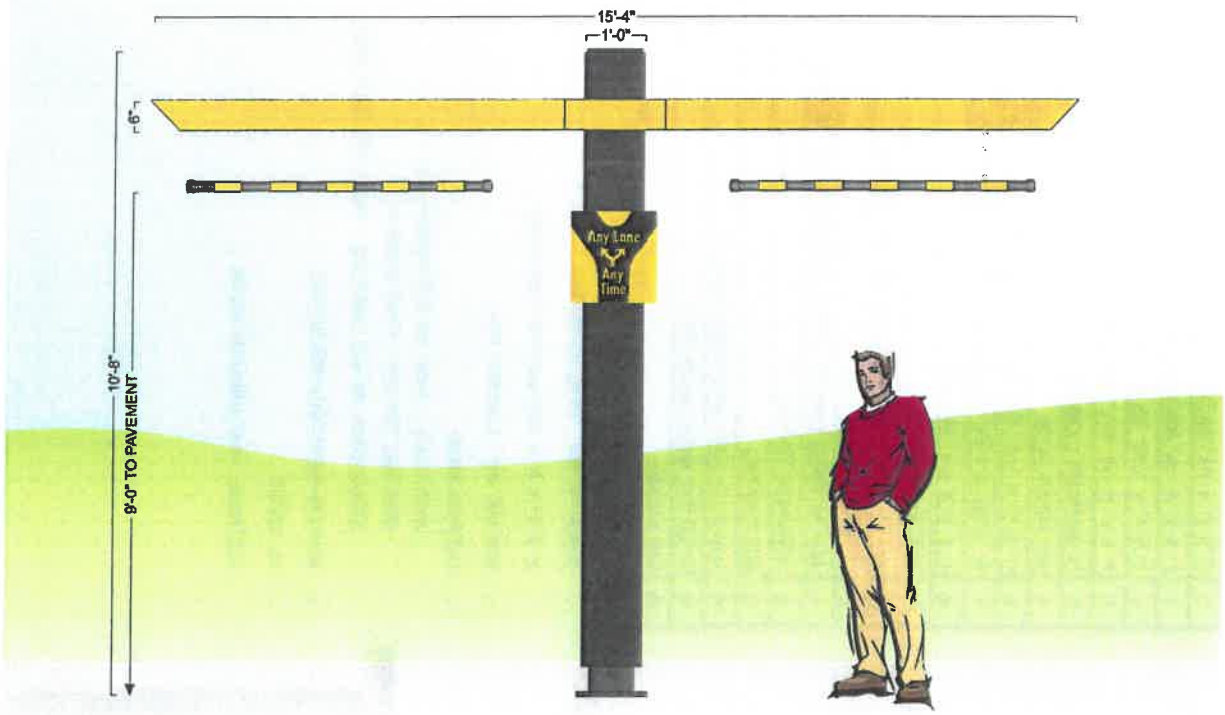
Stantec

Design Visualization
Version 07/12/2019

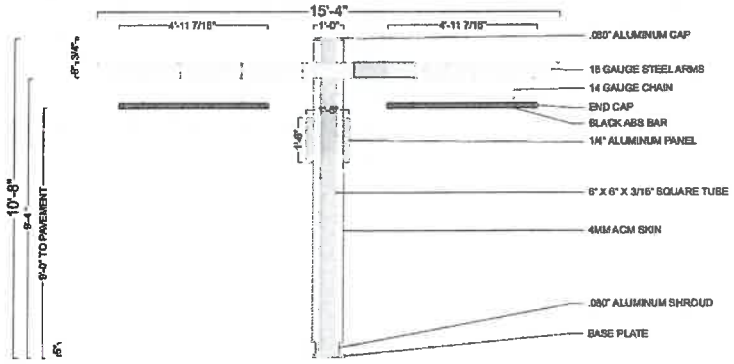
Stantec

South-West View

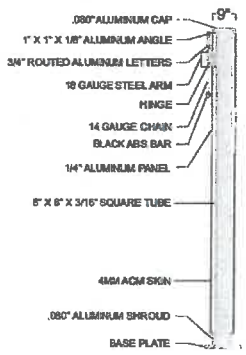
McDonald's 015-0178
3860 West 95th Street
Leawood, KS



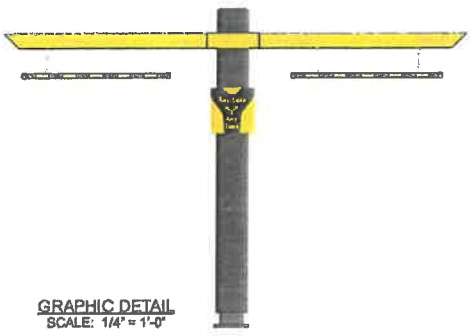
ELEVATION
SCALE: ½" = 1'-0"



FRONT VIEW
SCALE: 1/4" = 1'-0"



END VIEW
SCALE: 1/4" = 1'-0"



GRAPHIC DETAIL
SCALE: 1/4" = 1'-0"

1" X 14" X 14" PLATE
7/8" HOLES
2" CENTER HOLE
3/4" ANCHOR BOLTS

BASE PLATE DETAIL
SCALE: 1" = 1'-0"

POLE COVER DETAIL
DESIGN FACTOR: TBD
4MM CHARCOAL ACM POLE COVER
.080" ALUMINUM CAP AND SHROUD
EXTERIOR FINISH:
POLE COVER - PRE-FINISHED CHARCOAL
SHROUD AND BASE PLATE - MATCH B.M. 1631 MIDNIGHT OIL

CLEARANCE BAR DETAIL
BLACK ACM PIPE W/ 180-25 GOLD VINYL STRIPES APPLIED 1ST SURFACE

SQUARE FEET: BOXED = 163.56
ACTUAL = 20.22

PANEL DETAIL
1/4" ALUMINUM PANEL W/ 1ST SURFACE PAINT & VINYL DECO.:
MATCH PMS 123 C GOLD - BACK-GROUND, COPY & ARROW
3630-22 BLACK - LANES

SWING ARM DETAIL
DESIGN FACTOR: TBD
18 GAUGE STEEL ARM WITH HINGE W/ 1ST SURFACE PAINT AND VINYL DECORATION:
MATCH PMS 123 C GOLD - SWING ARM
7725-12 BLACK - "CLEARANCE 9 FEET" COPY

"DRIVE-THRU" LETTER DETAIL
3/4" ROUTED ALUMINUM LETTERS W/ 1ST SURFACE VINYL DECORATION:
180-25 GOLD - "DRIVE-THRU" COPY
BLACK - COPY OUTLINE

Customer: MCDONALD'S	Date: 18JUL19	Prepared By: JS/SC	Note: Color output may not be accurate when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS matches and a revision to this drawing will be made.	persona SIGNS | LIGHTING | IMAGE
Location: LEAWOOD, KS	File Name: 194013 - R1 - 3860 WEST 95TH ST - LEAWOOD, KS		Eng: -	

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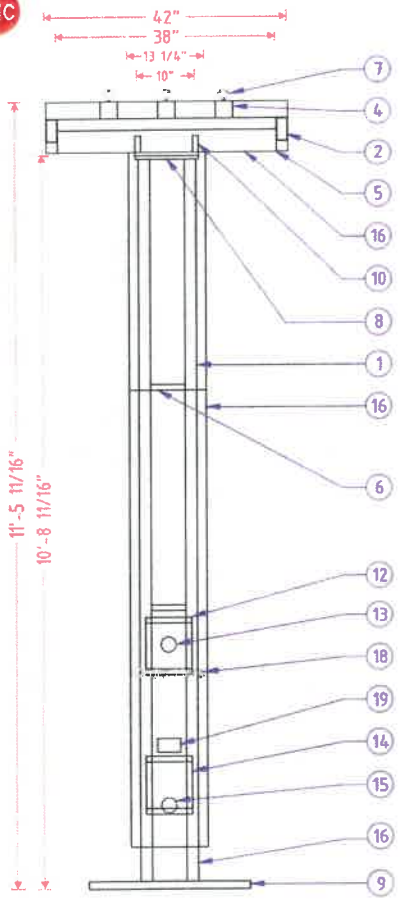
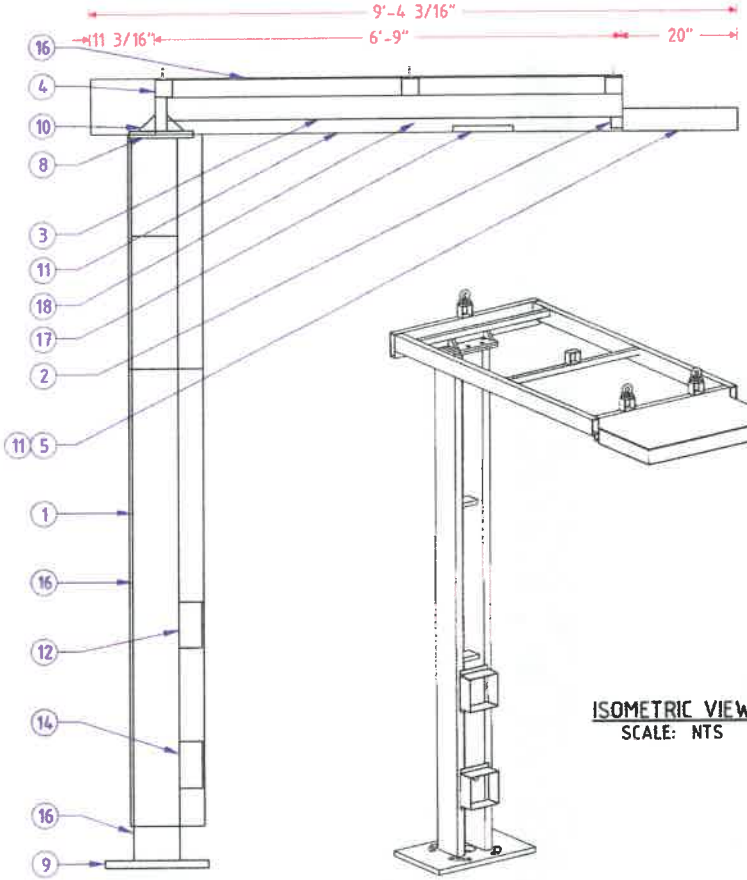
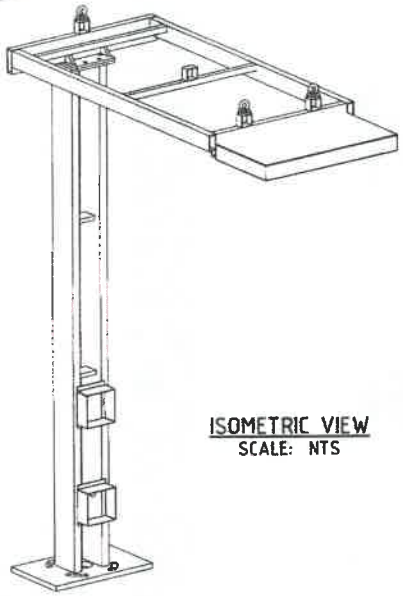
OHC



FRAME & LAMP DETAIL
SCALE: 3/8" = 1'-0"



CROSS SECTION A-A
SCALE: 3/8" = 1'-0"



ISOMETRIC VIEW
SCALE: NTS

MCDONALD'S SPRINGBOARD OHC SPECIFICATIONS	
NO.	PART/DESCRIPTION
1	2" X 8" X 3/16" RECTANGULAR TUBE
2	2" X 6" X 1/4" RECTANGULAR TUBE
3	2" X 4" X 1/4" RECTANGULAR TUBE
4	3" X 3" X 3/16" SQUARE TUBE
5	1" X 4" X 1/8" RECTANGULAR TUBE
6	C4 ALUMINUM C-CHANNEL
7	1/2" EYEBOLTS (3)
8	11" X 11" X 5/8" TOP PLATES (2) (SEE PLATE DETAILS)
9	18" X 28" X 1 1/4" BASE PLATE (SEE PLATE DETAILS)
10	3" X 3" X 3/4" GUSSETS
11	.063" ALUMINUM SKIN
12	.063" ALUMINUM BENT SP10 SPEAKER BOX HOLDER
13	SPEAKER OPENING
14	.063" ALUMINUM BENT DM 4/DM 5 MICROPHONE BOX HOLDER
15	MICROPHONE OPENING
16	ACM CLADDING
17	SLOAN LED LIGHT WITH POWER SUPPLY
18	REFLECTIVE WHITE 680-10 VINYL
19	ADA STICKER

NOTES:

- DESIGN FACTOR: TO BE DETERMINED
- 2" X 8" X 3/16 RECTANGULAR TUBE FRAME
- ACM AND .063" ALUMINUM SKIN
- EXTERIOR FINISH:
  - BASE PLATE - PAINT BM 1631 MIDNIGHT OIL
  - TUBE AND TOP ACM - PAINT CHARCOAL
  - SPRINGBOARD TIP AND UNDERSIDE - PAINT PMS 123 C GOLD
- ACM/SKIN REMOVABLE FOR SERVICE
- U.L. LISTED
- ELECTRICAL: 0.64 AMPS/120 VOLTS

18" X 28" X 1 1/4" PLATE
1 3/8" SLOTTED HOLES
1" BOLTS

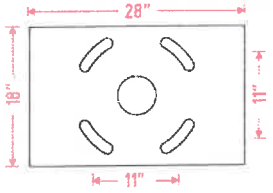


PLATE DETAIL
SCALE: 1/2 = 1'-0"

11" X 11" X 5/8" PLATE
3/4" HOLES
5/8" BOLTS

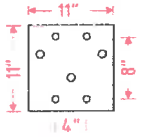
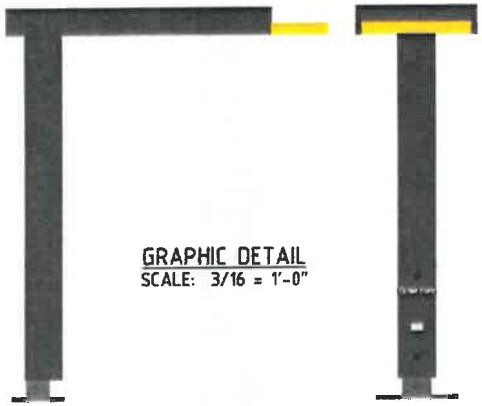


PLATE DETAIL
SCALE: 1/2 = 1'-0"



GRAPHIC DETAIL
SCALE: 3/16 = 1'-0"

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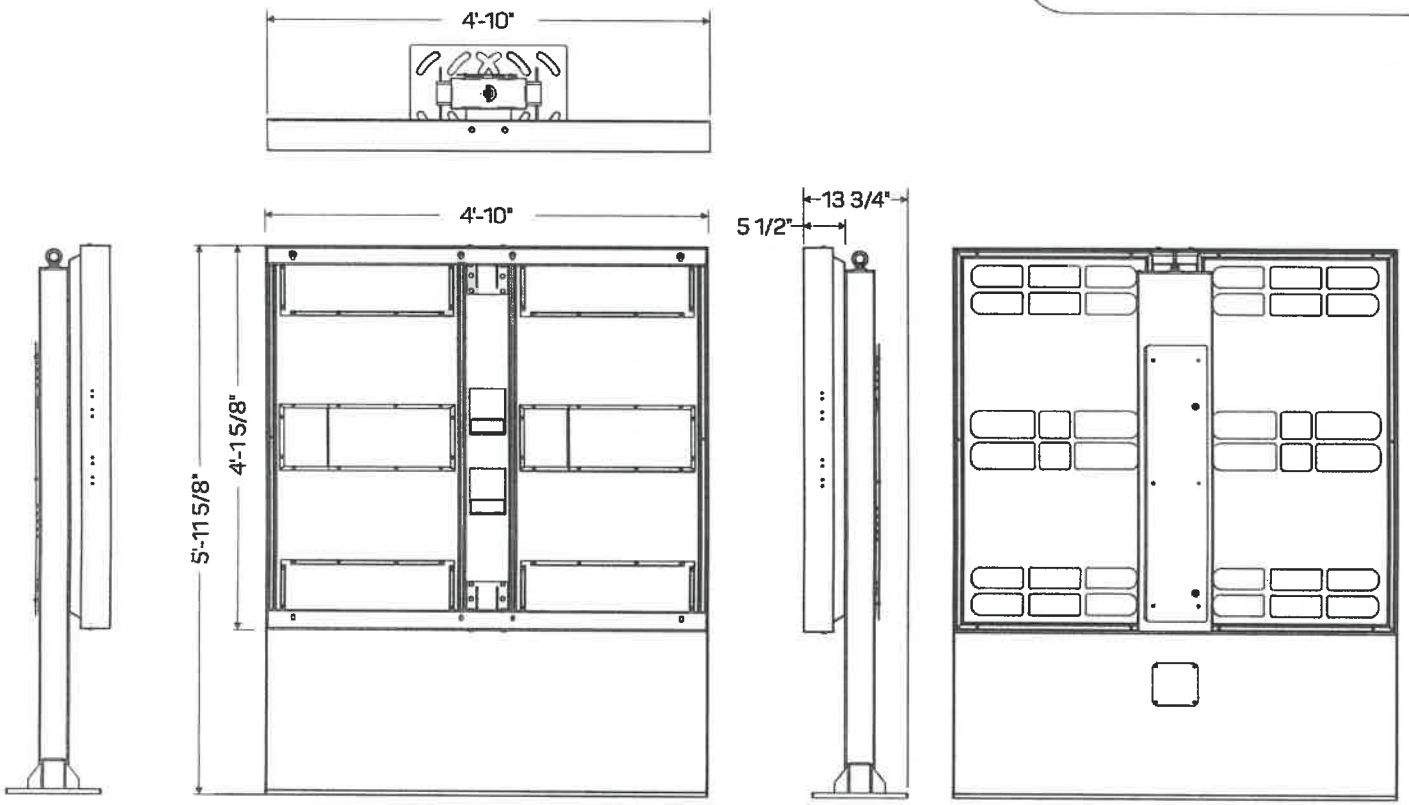
MB

Frame	**Hot dip galvanized + anti-graffiti powder coated steel**
Brackets	**Hot dip galvanized**
Panels	**Aluminium + anti-graffiti powdercoat**
Access fasteners	**Security Torx**
Media player access	**Dual camlock**
Eyebolt	**Stainless crane on**
Baseplate	**McDonalds spec triple mounting pattern option**

ODMB 02 DOUBLE

Displays	**2 x Samsung OH55F**
Hardware	**2 x Stratacache Spectra NG**
Heating/Cooling	**Watlow 100W Heater** **Sunon 120mm AC Fan**
Power Supply Units	**2 x 60W DC Media Player Power Supply**
Power Cables	**2 x IEC Power Cables**
Electrical Components	**Isolated Ground** **2 x IG Receptacles** **20A Circuit Breaker**
Communication Cables	**4 x HDMI** **2 x RS232**
Certification	**UL Certified**



SCALE: 1/2" = 1'-0"

GRAPHIC DETAIL
NOT TO SCALE

Customer: **MCDONALD'S**	Date: **7/12/19**	Prepared By: **JS**	Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.	
Location: **LEAWOOD, KS**	File Name: **194013 - R1 - 3860 WEST 95TH ST - LEAWOOD, KS**			Eng: -

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SECURITY LIGHTING™

RWSC

RADIUS LED WALL SCONCE

Type S1H

The RWSC LED radius wall sconce series offers a combination of light distributions that wash the building facade while the radial soft form housing accentuates building architectural design elements in all commercial and residential applications.

The RWSC LED provides excellent illumination with a high efficiency LED light source of 72 or 36 mid power LEDS that deliver up to 2,835 lumens and up to 109 lumens per watt.

The RWSC LED fixture has become a building standard and is stocked as a quick ship item in many colors and distributions.

Features

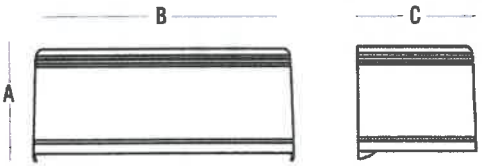
- Durable cast aluminum housing
- Available in various lighting distributions for maximum versatility
- Integrated design eliminates high angle brightness
- Luminaire finished in weatherproof powder-coat paint
- Completely sealed, flat tempered glass lenses, UL listed for use in wet locations
- DLC, Downlight only, full cut-off
- Dark Sky compliant, Downlight only

Operating Temperature
- -30°C to 40°C

Electrical:
- Dimming is an option (consult factory)

Mounting
RWSC features Intelligent Mounting Bracket which helps save time and money by allowing only one person to easily install. The small mounting bracket is very user friendly and features an integrated level bubble on the bracket ensuring fixture installation will always be perfect.

Dimensions



A	B	C
7.25"	18.0"	9.0"

Certifications/Listings

Ordering Information Ordering Example: RWSC - XXL - XK - XX - U - XX - XX

RWSC

Series		# of LED's		CCT		Distribution		Voltage		Finish		Options	
RWSC	Radius Wall Sconce	36L[1]	36 Mid-Power LED's	3K	3000K	DO	Down only	U	Universal 120/277V	DB	Dark Bronze	PC	Photocontrol
		72L[2]	72 Mid-Power LED's	5K	5000K	UD	Up/Down			WH	White		
										BK	Black		
										PS	Platinum Silver		
										RA	RAL Color[4]		
										CC	Custom Color[5]		

[1] 36L Only available in DO distribution
[2] 72L Only available in UD distribution
[3] One remote inverter required to operate every 8 down only or 5 up/down fixtures requiring EM operation
[4] Must provide RAL color at time of ordering
[5] Must provide color sample at time of ordering

Quick Ship
RWSC36LU5KDOBK
RWSC36LU5KDOWH
RWSC36LU5KDODB
RWSC36LU5KDOPS
RWSC72L5KUDUWH
RWSC72LU5KUDBK
RWSC72LU5KUDDB
RWSC72LU5KUDPS

Accessories	
LG125T	Remote Emergency Inverter (grid mount only)[3]
LG125S	Remote Emergency Inverter (surface mount only)[3]

Web: www.securitylighting.com
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Phone: 1-800-LIGHT IT, 1-800-544-4848, Fax: 847-279-0642
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HUBBELL Lighting

SECURITY LIGHTING™

prescolite

LB6LEDA10L

LED Downlight Module (1038 Lumens)

12W High Efficacy

Wet Location

120V

Type F12G

APPLICATIONS:

LiteBox LED modules are designed for use in new construction as well as retrofit applications with existing Prescolite or competitive 6" housings. Lumen output and distribution comparable to a 75W PAR while consuming only 12 watts. ENERGY STAR® qualified. Can be used to comply with California Title 24 IECC watts per square foot requirements. Suitable for use with continuous room side ambient temperature up to 25°C. Flicker-free dimming to 15% with most standard dimmers. (See Dimming Notes).

LIGHT ENGINE:

High efficacy LED light engine, 3000K, 3500K and 5000K, 90+ CRI, integrated with durable aluminum heat sink for excellent thermal management. System designed for optimal life and lumen maintenance (60,000 hours at 70% lumen maintenance per TM-21).

LENS/REFLECTOR:

All LiteBox LED modules are provided standard with a diffuse optical grade acrylic lens for uniform illumination and superior glare control. Reflector powder coat finish creates aesthetic ceiling appearance and visually comfortable 55° cutoff.

LED DRIVER:

Integral high efficiency LED driver 120V, >0.9 power factor, dimmable to 15% with standard incandescent or electronic low voltage dimmers. (See Dimming Notes for recommended dimmers.) Output over-voltage, over-current, and short circuit protection. Life expectancy of 60,000 hours minimum at recommended ambient temperatures.

INSTALLATION:

For New Construction: Use with Prescolite DBX QuickLink LED housings. QuickLink connector mates directly to housing connector without a screw base adapter for California Title 24 compliance.

For Retrofit: Use in Prescolite or other compatible 6" recessed housings using supplied screw base adapter.

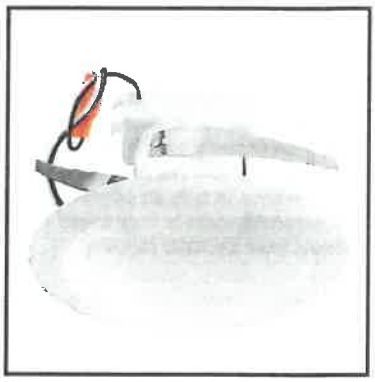
Easy installation with (3) stainless steel spring clips (pre-installed).

CERTIFICATIONS:

UL/cUL Classified for use in Prescolite or other 6" recessed housings including Halo, Juno, and Lithonia. (See page 3 for more details) Suitable for wet locations. ENERGY STAR qualified. Meets California Title 24 with DBXQL

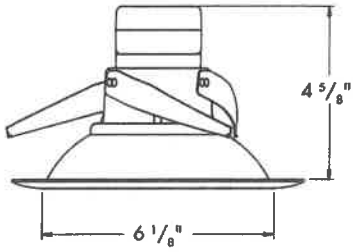
WARRANTY:

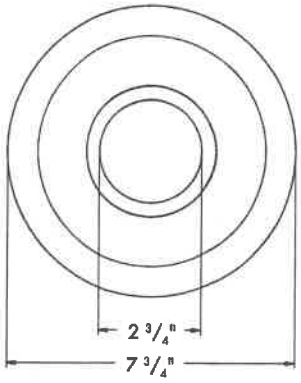
5 year warranty
Additional information on page 3
See www.prescolite.com for details.



Aperture: Nominal 6"
See Housing Specification Sheet for ceiling cutout requirements
Not to Scale

Wall Wash - LB6LEDA10L35K9WW WH





CATALOG NUMBER — EXAMPLE: LB6LEDA10L30K WH

TRIM	LED COLOR	CRI	TRIM	TRIM COLOR		ACCESSORIES
❑ **LB6LEDA10L** 6"1000 Lumen Litebox LED Module with dimming to 15% 120V	❑ **30K** 3000 Kelvin ❑ **35K** 3500 Kelvin ❑ **50K** 5000 Kelvin	❑ **Blank** 80+ CRI ❑ **9** 90+ CRI	❑ **Blank** Open ❑ **WW** Wall Wash	❑ **WH** White ❑ **BL** Black ❑ **SA** Silver Anodized ❑ **GD** Gold	-	❑ **LiteGear**[1] Inverter, single phase central lighting, 125VA-250VA ❑ **LPS Series**[1] LitePower micro-inverter, 20VA-55VA ❑ **DBXQL** IC/Non-IC Airtight housing with supply wire quick connects ❑ **IBXSQL** IIC/Non-IC Airtight shallow housing with supply wire quick connects

[1] See Central Inverter compatibility note and web links on page 2.

Web: www.securitylighting.com
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Phone: 1-800-LIGHT IT, 1-800-544-4848, Fax: 847-279-0642

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HUBBELL Lighting

SECURITY LIGHTING™

TYPE SLED4-HE

SLED

High Efficiency Linear LED Facade Fixture

Specifications

The SLED Linear LED Lighting System offers a discrete and minimalist design to maximize the lighting effect for marketing your building as your brand while keeping energy usage and maintenance to a minimum.

Thanks to its intuitive "plug and play" mounting design with integral driver system, installation is quick and simple and only requires that power be brought to one fixture in each continuous row. The unique fixture design and the long life Mid-Power LED source minimizes maintenance to only an occasional cleaning of outer lens surfaces. This successful system is truly a "set it and forget it" solution that is only offered from Security Lighting

Features

- 80 CRI
- Down only full cut off
- Extruded aluminum construction, finished in weather proof powder coat paint
- Tempered glass lens
- Fully integrated driver for completely self-contained lighting system
- Aluminum mounting brackets are finished in powder-coat paint and conceal power cables
- Each order ships with a formed drilling template for accurate and quick installation
- Power feed required only at beginning of each continuous row or stand alone fixture.
- All subsequent fixtures quickly plug together in series and fixtures are not opened during the installation process fixture to fixture connections are made external to the fixture
- Complete instructions for fixture installation posted on web site at www.securitylighting.com

Dimensions

Ordering Information Ordering Example: S - LED - XX - DO - U - XX

S	LED	HE		DO	U	
Series	Source	Type	Size	Distribution	Voltage	Finish
SL Linear Facade Fixture	LED Mid-Powered[5]	HE High Efficiency	48 4-foot 36 3-foot 24 2-foot	DO Down Light Only (8.5 watts per foot)	U Universal 122 - 277 Volts	PS Platinum Silver DB Dark Bronze [4] WH White [4] BL Black [4] RL RAL color [1,4] CC Custom Color [2,4]

Accessories - Must order Separately

93073538 Hiraf - LED Whip Kit/ power feed assembly.
One required per stand alone fixture or linear run for use with Hiraf HE [3]

1. Must provide RAL color number and powder coat manufacture name at time of quote request
2. Color paint chip would need to be provided at time of quote request
3. Must only use factory supplied whip kit to maintain water tight integrity and product warranty.
4. Made to order, 4 to 8 week lead time
5. 5000K color temperature standard
   Consult factory for 4000K and 3000K availability

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HUBBELL Lighting

SECURITY LIGHTING™

TYPE FL1

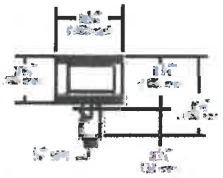
EL218

KIM LIGHTING

MICRO-FLOOD LED

FEATURES

- Unique swivel mount provides superior aiming without loosening over time
- IP66 Certified to keep dust and moisture out
- Available in 3000K, 4000K and 5000K standard CCT
- Spot, Narrow Flood and Wide Flood distributions



Certifications

c UL us LISTED

ORDERING CODE

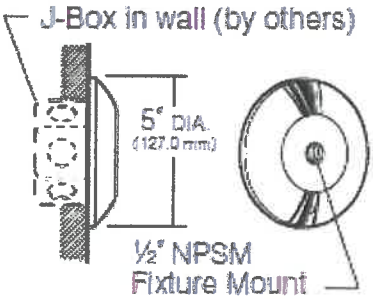
EL218							
Fixture[1]	Distribution	Drive Current	Electrical Module			Fixture Finish	MOUNTING OPTIONS
			Source	Color Temperature	Voltage	Aluminum	
	S Spot F Narrow Flood **W** Wide Flood	3 350mA, 10W **5** 550mA, 16W	**BL** 8 LEDs	**3K** 3000K 4K 4200K 5K 5100K	**UV** 120 to 277V with a ±10% tolerance	**BL** Black **DB** Dark Bronze **GR** Verde Green **VWH** Vivid White	**JW** Architectural Wall Mount[3]

[3] Specify finish, **BL** - Black, **DB** - Dark Bronze, **GR** - Verde Green, **VWH** Vivid White

Architectural Wall Mount

Die-cast aluminum with ½" NPSM fixture mount. Internal set screw provided for locking position. Canopy attaches to stainless steel wall plate for mounting to any standard electrical outlet box. Super TGIC powder coat paint over titanated zirconium conversion coating.

NOTE: May also be used to hard mount low voltage fixtures.



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HUBBELL Lighting

PLANNING
ENGINEERING
IMPLEMENTATION

Meeting Date:	July 11, 2019, 6:00 PM
Location of Meeting:	Leawood Community Center 4800 Town Center Drive-Maple Room Leawood, KS
Project:	McDonald's Ranch Mart – Preliminary Plan, Final Plan and Special Use Permit for a Fast Food Restaurant with Drive Thru
Project/File No.:	180411
Neighborhood Attendees:	See attached Sign in Sheet
Development Team:	Doug Ubben, Jr., P.E. – Phelps Engineering, Inc. Aaron Norris, P.E. – Phelps Engineering, Inc.
Copy:	Jessica Schuller, Leawood Planning Department

1. Doug Ubben and Aaron Norris with Phelps Engineering setup the display boards showing the building elevations, site plan, landscape plan and the overall shopping center site plan.
2. One attendee was present and it was the owner of the Ranch Mart Shopping Center. He was interested in the building elevations for the McDonalds and the new sidewalks that were being installed along 95th Street and Mission Road with the proposed improvements of McDonalds. He thought the building elevations looked good and would like to see the updates to McDonald's.
3. This concluded the meeting.

Project Information Sign In Sheet
McDonald's / Ranch Mart
95th Street and Mission Road
Thursday, July 11, 2019

No.	First Last Name	Address	Phone #	Email
1	BOB REGNIER	3400 W 119 MST LW	913-491-4568	RREGNIER@KC.RR.COM
2	AARON NORRIS	1270 N. WINCHESTER	913-393-1155	anorris@phelpsengineering.com
3	Doug Ubben	1270 N. Winchester	913-393-1155	dougubben@phelpsengineering.com
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City of Leawood
Planning Commission Meeting
July 23, 2019
Dinner Session – 5:30 p.m. – No Discussion of Items
Leawood City Hall – Main Conference Room
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

CALL TO ORDER/ROLL CALL: McGurren, Belzer, Coleman, Block, Stevens, Peterson. Absent: Hunter, Hoyt, Elkins

Chairman Coleman: I noticed there was no new agenda, so we'll go with the one in our packets.

Mr. Klein: The current one is correct.

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Block; seconded by Belzer. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

APPROVAL OF MINUTES: Approval of the minutes from the June 25, 2019 Planning Commission meeting.

Chairman Coleman: Are there any changes to the draft minutes? If not, I'll entertain a motion.

A motion to approve the minutes from the June 25, 2019 Planning Commission meeting was made by Belzer; seconded by Stevens. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

CONTINUED TO THE AUGUST 27, 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 the Leawood Development Ordinance, pertaining to fence location and fences within RP-A5 (Planned Rural Density Single Family Residential District). **PUBLIC HEARING**

CASE 74-19 – THE HILLS OF LEAWOOD VILLAS – Request for approval of a Preliminary Plan, Preliminary Plat, and Rezoning – Located north of 151st Street and east of Mission Road. **PUBLIC HEARING**

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CONSENT AGENDA:
CASE 72-19 – LEAWOOD SUBDIVISION – LOT 674 – RESIDENTIAL EMERGENCY GENERATOR – Request for approval of a Final Landscape Plan – Located north of 86th Street and west of Lee Blvd.

Chairman Coleman: Does any commissioner wish to have this taken off the Consent Agenda.

A motion to approve the Consent Agenda was made by Block; seconded by McGurren. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

Comm. Peterson: I'd like to ask a question of staff. I've never seen one of these before with an emergency residential generator. Because it's a residential area, how frequently does the city see these requests?

Mr. Klein: We don't see them much. We used to see them more. We had a lower standard of 20 kw, and now it is 22 kw. We found that people were fine with 22 kw but didn't want 20 kw, so more cases came to the Planning Commission. We did a Leawood development Ordinance (LDO) amendment that amended that to allow 22 kw and below without having to come to the Planning Commission. This just happened to be one of the larger ones.

Comm. Peterson: In all of Leawood, I can't imagine there are that many residential homes with emergency generators.

Mr. Coleman: There are quite a few.

NEW BUSINESS:
CASE 69-19 – RANCH MART – MCDONALD'S – Request for approval of a Special Use Permit for a fast food restaurant with drive-through, Preliminary Plan and Final Plan, located north of 95th Street and east of Mission Road. **PUBLIC HEARING**

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

Ms. Schuller: This is Case 69-19 – Ranch Mart McDonald's – Request for approval of a Special Use Permit (SUP), Preliminary Plan, and Final Plan for a fast food restaurant with a drive through. McDonald's is an existing, 4,151 sq. ft. building located at the southwest corner of the Ranch Mart development, which is at the intersection of 95th and Mission. Final Plan for the overall Ranch Mart development was approved by the Governing Body in April, 2019. This plan included revisions to the parking lot islands adjacent to the McDonald's site, sidewalk, and landscape areas along 95th and Mission.

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The parking lot lighting for the site was also approved at the time of that plan. The applicant is now requesting approval to update the façade of the McDonald's building and to add a double drive-through lane to the site. The footprint of the building will remain as existing. The façade updates include removing the mansard roof on the building and adding a parapet wall to the face of the building. The existing brick and windows will remain but will be accented with grey and taupe cementitious stucco. Aluminum canopies are located around the entrances of the building and around the drive through. In order to accommodate the second drive-through lane, the applicant has narrowed the parking lot island to the east of the drive through, which is east of the building, and added a median between the two lanes. Menu boards are located in the drive-through lanes, and they are screened with shrubs, which is noted on the revised plan on the dais. This meets Stipulation No. 5 in the Staff Report. The Landscape Plan for the site matches what was previously approved with the overall development with the exception of a few shrubs in those new medians and some shrubs around the base of the building as well. You'll see there are street trees along Mission Road but not along 95th Street in front of McDonald's due to space limitations of that area. In addition to the menu boards, the medians will accommodate an 11.5' tall canopy that will contain order displays. There will be one per each lane. There is also one double-armed gateway at the entrance of the drive through that marks the clearance height for the drive through. Ranch Mart is in the process of updating their Sign Criteria for the overall development, so no signage is approved tonight with this application but will be approved at a later date. Staff recommends approval of Case 69-19 with the stipulations in the Staff Report, and I'm happy to answer any questions.

Chairman Coleman: Thank you. To clarify, you mentioned this piece of paper addresses Stipulation No. 5 and we can remove it then.

Ms. Schuller: As the stipulation is written, the plan meets the requirement, so it would not need to be stricken necessarily.

Chairman Coleman: The comment on Page 5 is specifically addressed.

Ms. Schuller: Correct.

Chairman Coleman: Are there questions for staff?

Comm. McGurren: This may not be the easiest question to answer, but in the grand scheme of things, is the size, positioning, and width of the drive through similar or standard with all McDonald's locations? Is it the same or narrower than what we would be used to at other locations in town?

Mr. Klein: That might be a better question for the applicant. We applied the LDO standards, and we made sure they met those. I'm not sure how they do it in other cities.

Chairman Coleman: Are there other questions? I have a few. The drive through has two lanes, and there is an exit on the northeast side that says, "Do not enter." I'm trying to

figure out the traffic flow for that particular area. If a driver goes through the drive through, he goes completely around.

Ms. Schuller: The site circulates. Coming off Mission Road, drivers will enter, turn right, and go around the south side of the building to enter the drive through. The Do Not Enter sign north of the drive through is for any southbound traffic that might be parked in the islands to the north of the drive through so that they're not entering the drive through from the incorrect direction. The traffic flow is pretty much what's onsite. It was determined that it would be difficult, if not impossible, to make it different. It's very similar to what's existing.

Chairman Coleman: Right now, if someone is in the drive through, he could go around the drive through and exit from that point.

Mr. Klein: There is still a bailout lane. After the crescent island between, the driver can continue north and exit. That was the reason for that as well.

Chairman Coleman: So, two cars can fit in the outer lane?

Mr. Klein: We might be able to point it out on the plan.

Ms. Schuller: *(Refers to plan)* This is the bailout lane.

Chairman Coleman: Can the outer drive-through lane fit one or two cars?

Ms. Schuller: Just one.

Chairman Coleman: Today, there is an inner drive through and an outer bypass.

Mr. Klein: That is correct. This one would only have the one lane that would continue up north, but it would allow the car to bail out if it needed to.

Chairman Coleman: Thank you. I think that's the only question I have. I would invite the applicant to come forward.

Applicant Presentation:
Doug Evan, Phelps Engineering, 1270 N. Winchester, Olathe, KS, appeared before the Planning Commission and made the following comments:

Mr. Evan: I'll run through this quickly. *(Shows plan on monitor throughout)* As Ms. Schuller mentioned, we are at the northeast corner of 95th and Mission, the southwest portion of the overall Ranch Mart development. I've highlighted the area that McDonald's leases from Ranch Mart. You saw the overall plan earlier this year. We have marked the area of change, and nothing else changes within the overall development. You can see that not much changes. The drive through obviously changes, but the parking on the north and south is the same. Traffic circulation doesn't change. We had to

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take some of that island east of the side-by-side drive through in order to fit this in. We added the island between the two drive-through lanes for some additional landscaping. We are doing some asphalt work. One of the big reasons McDonald's is doing these remodels is to address any ADA issues. That is why the ADA stalls in the southwest corner of the lot are out of concrete. They are also updating the building façade to give it a more modern look. This has a side-by-side drive through because they see the opportunity to generate more revenue with an additional lane.

I'll go through the building elevations quickly. On the top of all the elevations, you'll see the existing elevation with the mansard roof; on the bottom, you'll see the more modern look with a new roof, flat front with arcade. They are holding all the existing glass, and the brick is staying. The roofline updates are the big update with the stucco instead of the mansard roof. There is no signage on the building; it will be added later. To give it color, the bricks remain, and grey-tone stucco will go on the rest of the building. There is more brick on the shopping center side of the building with less glass than the other sides. The architect did renderings to show the different views. That end my presentation. I'd be happy to answer questions. I have Vicky Stadther with McDonald's to answer any questions as well.

Chairman Coleman: I'll start with questions from the left.

Comm. Stevens: I have a question about some of the changes with the roofline and roof screening area. A real challenge with a pad site like this is all four sides of the building are fronts; there is not a rear. I'm concerned with the rendering from the 95th Street entry where what looks like the east side is left with a different condition for the roof screening and the rendering from the internal parking lot rendering as well. Can you explain the reason the new improvements for the parapet and screening have not addressed this east façade?

Mr. Evan: I believe that the architects added the metal screening to screen the units on top. I know they looked into the heights of those because they even went back to the old plans from when the building was first put in or any additional units were put in to get the dimensions of it to make sure the screening was adequate for the units on top. I thought the architect looked into that and provided the screening accordingly.

Comm. Stevens: It does look like, toward the west side of the units, they were taller, and three sides of the new parapet were added to screen that height. This east end seems odd that it's not carrying through.

Mr. Evan: We can definitely take a look at it.

Comm. McGurren: Is it possible that the east end is removable and temporary, where all the other stucco walls are not, and that could be removed to enable the placement of new items on the top?

Comm. Stevens: It could be.

Chairman Coleman: Before you speak, please tell us your name and address.

Vicky Stadther, 2127 Vermillion Curve, Woodbury, MN, appeared before the Planning Commission and made the following comments:

Ms. Stadther: They usually make the screens as high as they can. In most situations, we're able to put it the same height as the parapet all the way around. There might be a structural reason, such as the way that original building was built, that they couldn't go up that high because those aren't structural walls like the rest of it will be. Once they take the mansard off, they can usually build it straight up from the building. I don't know all the details of why they did that, but it has been common in some other buildings that they screen it up as high as they can structurally without rebuilding the whole roof on the building. Then that little area is so they can get on the roof for maintenance of all the rooftop units. Usually, if they get a new one, they have to crane them in.

Comm. Stevens: If it is a removable screen, it may give access to the roof.

Ms. Stadther: I doubt they'd be removed for any reason, but they're not a structural part of the building as much as the rest of it is.

Comm. Block: I just had a question about the stipulations. Three were called out. No. 5 was taken care of; were there any concerns with Nos. 6 and 7?

Mr. Evan: We are agreeable with No. 6. The reason we had hesitation is that McDonald's as a corporation has been trying to get away with any texture in crosswalks because they tend to be a target for ADA compliance. They would like to go with colored concrete with a stamped pattern, but we understand that is a big thing here in Leawood. We agree to it. No. 7 deals with photometrics, and I'm dealing with the Ranch Mart shopping center photometric designer to get all that incorporated. We'll have that resolved before City Council, so we have no issues with that either.

Comm. Block: I assume you're fine with the rest of them as well?

Mr. Evan: Yes, we agree with all the stipulations.

Comm. McGurren: Is there an easy answer to the question I asked earlier?

Mr. Evan: The width of the drive through is standard at 12 feet, which is what we typically do in all of them.

Comm. McGurren: The width, turn, and shape are consistent with every McDonald's?

Mr. Evan: Yes, we have standards we have to meet. This meets those standards.

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Chairman Coleman: To expand the drive-through lane, I noticed there were some existing trees on the eastern border. To make the second lane, do you have to take the trees out?

Mr. Evan: We do. We're at bare minimum. We have the trash enclosure on the east side of the building that sets everything, and the first drive-through lane is after that. Then, we have a 6' island, which is the minimum width for McDonald's, and the other drive-through lane. By the time that all pushes east, we have to go that far to get the other lane in. I can't pull it farther west with the way the trash enclosure is sitting here.

Chairman Coleman: Can you go over a bit of the traffic flow? I remember when this whole development came in, there was a concern about traffic flow off Mission Road into the McDonald's and how that was all going to work.

Mr. Evan: I can try to walk you through it. Off Mission, drivers come into the lot just like McDonald's would like, and they either get into the drive through or park to come in the front door. Off 95th, the city wanted to move it to the east to get it away from the intersection at 95th and Mission and to prevent people from coming in and shooting into the drive through, bypassing the line. Moving that over solves those issues. Coming in off 95th, drivers come up the drive aisle around the front and enter toward Mission. At that point, they will go around the building counterclockwise. Because of the way Ranch Mart is set up, we are stuck with the traffic flow as it is. McDonald's likes that one-way traffic flow counterclockwise around their sites.

Chairman Coleman: I'm still concerned about the exit on the northwest corner. I think the only people that can use that are in that second outside drive-through lane. I'm a little concerned that people in the first drive-through lane may want to use it as well if they don't want to order or for whatever reason. I could see issues with traffic flow in that area. I guess it's a bailout portion. Is that normal for your drive throughs in this tight enclosure?

Mr. Evan: They would prefer to have a full bypass lane if there was an opportunity, where someone could just circle the site and keep circling. I've seen it before with a tight situation like this and we had to add something like a bailout lane to provide an opportunity to get out of the drive through.

Chairman Coleman: I was mentioning to everyone in this room that we were car shopping this weekend, and we went to the closest Chik Fil A, and we had to make a decision. If we went in the lane, we were stuck. It's different in here. Their situation, you have to go through the whole process. Here, I'm just concerned about the cars trying to get out from that first lane.

Mr. Evan: We're just trying to make the best of the situation with the bailout lane as an option. Ideally, they'd like to be able to circulate all the way around the back, but with the conditions, this is the best we can do.

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Chairman Coleman: I understand it's a tight sight.

Ms. Stadther: Normally, when we add a side-by-side, we're doing it to service existing traffic. It services existing traffic quicker. Hopefully, if you are in the inside lane and decide to leave for whatever reason, you're not waiting long to do it. When you're at that point, it shouldn't take long except during peak times. We would love to have a bypass lane around the whole building, but it is a matter of servicing existing traffic quicker or having a bypass lane.

Chairman Coleman: Are there other questions?

Mr. Coleman: Are you going to look at wrapping the rear with the stucco, as Commissioner Stevens indicated?

Ms. Stadther: That is metal on the upper part.

Mr. Coleman: I know it's metal, but he talked about it being the only place that there is metal on the building.

Ms. Stadther: It is not removable.

Mr. Coleman: I'm just asking if you would look at wrapping the rear portion where the metal is with stucco.

Ms. Stadther: We don't normally do metal back there, so it is probably a structural issue with the weight.

Mr. Coleman: It previously had a mansard roof all along there. I'm just wondering. I don't think the weight would be different.

Mr. Evan: He's talking about the back side.

Mr. Coleman: I'm sure the mansard roof weighs more than a single wall. Could you have them look at that?

Ms. Stadther: Normally, we have metal all the way around.

Chairman Coleman: This case requires a Public Hearing. Is there anyone in the audience who would like to speak?

Public Hearing
Kevin Jeffries, 13451 Briar Drive, Leawood, appeared before the Planning Commission and made the following comments:

Mr. Jeffries: I wanted to speak to what I believe was Stipulation No. 5, which was about the screening of the back of the menu boards. Staff was very nice to call me back and

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explain that it was part of the LDO. I would just like to throw out for consideration the practicality of that. I'm very concerned that these plants will continually be dying from the cars being there. It is a small island. The development where my business is has trees dying all the time because the planting areas are not big enough to support the plant life, and they're not in an appropriate spot. I think we might want to consider that this is facing a commercial area on all four sides. I could see if it was facing a residential area that it would be appropriate to screen something like that, that might be unsightly from a residential perspective, but I just think it's something I would like you to consider when looking at changes to the ordinance. We make them all the time, and you might want to look at not just the landscaping but if the trees will survive and the purpose of the screening. Thank you.

Chairman Coleman: Does staff have any comment on that? I thought it was kind of unique that we had it in there. I will say that I went by the existing McDonald's at that location, and the screening behind has plants that are thriving.

Mr. Klein: When we had the menu boards come in, we were under the realization that the backs of those boards aren't the most aesthetically pleasing. We have no idea what they will look like. The city has the screening requirement that has been applied to other menu boards. It could be other types of screening as well. For instance, the Starbucks at Parkway Plaza did a stone wall around the back of the menu board and then accented it with landscaping. If things get really tight, there might be other opportunities such as architectural ways to do it if plant material doesn't survive. We talked to the parks superintendent to get ides of what would survive there. They proposed upright junipers. He thought that would probably be fine. The menu board isn't overly wide, so it should screen it well. It is there for aesthetic reasons. In this case, it is a drive through, but there will be other cases where it would be much more visible from a public right of way.

Additionally, we talked about the photometric study, and there is an up-light shown that is shown to wash the building. Right now, it is shown at 5,100 kelvin. Generally, that is a fairly white, almost blue, light that tends to get harsh. The applicant is willing to consider moving that to 3,000 kelvin, which is a softer yellow light. That would be done with their application. There is a stipulation that, prior to Governing Body consideration, they would provide a revised photometric study, and that would be part of that.

Chairman Coleman: Thank you. Is there anyone else who would like to speak during the Public Hearing?

As not one else was present to speak, a motion to close the Public Hearing was made by Block; seconded by McGurren. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

Chairman Coleman: That brings us to discussion. If there is none, the chair will entertain a motion.

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A motion to recommend approval of CASE 69-19 – RANCH MART – MCDONALD'S – Request for approval of a Special Use Permit for a fast food restaurant with drive-through, Preliminary Plan and Final Plan, located north of 95th Street and east of Mission Road – with 36 stipulations was made by Block; seconded by Belzer. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

CASE 60-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-3-4, DEVELOPMENT PLAN APPROVAL PROCESS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to approvals to changes to an existing Final Development Plan. **PUBLIC HEARING**

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

Mr. Klein: This is Case 60-19 – Leawood Development Ordinance Amendment to Section 16-3-4 – Development Plan Approval Process. This amendment pertains to a section of the ordinance that lays out when a preliminary and final development plan for the overall development are required. There was an amendment that added this Section G, shown on the ordinance itself, back in 2016. It attempted to lay out when these elements would be required. It turns out that it has had some unintended consequences in that it has allowed a development to bring forward an application for a change, but if there is one property owner who is part of the development, he would have the ability not to sign the application or give permission, and then Planning Commission and Governing Body would not see the application. That was not the intent of this. This particular ordinance states that a revised preliminary and final plan are still required on the piece of property; however, they would not be required for the overall development. It does still require notification sent out through return receipt mail. By state statute, they still have to notify all the property owners within 500 feet to make them aware the application is going forward. As part of that, a protest petition can be filed. That means that if there is more than 25% of the land area adjacent to within 200 feet of the property, they can file a protest petition, making it more difficult for the application to get passed. It would require a super majority as opposed to a simple majority at Governing Body. We didn't want to prevent applications from ever coming before the Planning Commission and City Council; we want to at least allow that consideration to be there.

Chairman Coleman: Any questions?

Comm Block: The last piece you mentioned about the requirement for a super majority is where?

Mr. Klein: That is part of a different part of the ordinance in Article V. It applies to all preliminary plans and rezonings. That avenue is still available for this; this would not preclude that. People would still have the ability to have input; it just allows it to get to a public forum to hear the input.

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Return to Agenda

City of Leawood
Planning Services

13 C

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:	August 12, 2019
Date of Memo:	July 24, 2019
Re:	The Planning Commission recommends approval unanimously (5-0) Case 60-19, Leawood Development Ordinance Amendment to Section 16-3-4 Development Plan Approval Process

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This amendment proposes to remove a Leawood Development Ordinance (LDO) requirement related to a change of use, or impact to parking, pedestrian ways or amenities, from the original Final Development Plan approval.

Currently, the LDO requires that an amended Preliminary Plan and Final Plan for the entire development be recorded when a change of use, or impact to parking, pedestrian ways or other amenities occur, which differ from the original development plan. The LDO also requires that the applicant be granted permission from all owners of lots directly adjacent to the proposed project in order to pursue the application.

This ordinance amendment proposes to remove the requirement that a revised Preliminary Plan and Final Plan for the entire development be recorded when these changes occur, but would still require a Preliminary Plan and Final plan for the proposed project site be approved. The amendment also proposes to remove the requirement that adjacent property owners must grant permission for a project to be pursued.

CHANGES MADE BY PLANNING COMMISSION:

- None

16-3-4 DEVELOPMENT PLAN APPROVAL PROCESS

A "Development Plan" shall consist of both a preliminary and final development plan approved as provided in this Article. No construction of a structure or commencement of a use, or change or alteration in a use, structure or site, requiring a development plan shall be authorized until approval of the final development plan. Approval of the preliminary development plan shall be considered an act of rezoning subject to the procedural requirements for rezoning as set forth in Article 5, except as provided herein. A final development plan is intended only to provide final additional details or minor changes but shall otherwise conform to the approved preliminary development plan.

The minimum steps required for approval of a Development Plan approval required by this Article are summarized as follows:

A) Application for preliminary development plan (Section 16-3-5)

B) Notice and public hearing before the Planning Commission (Section 16-5-3)

C) Recommendation on preliminary development plan by the Planning Commission

D) Governing Body enacts ordinance approving or approving with conditions the preliminary development plan or denies the plan

E) Submission of Final Development Plan to the Planning Commission

F) Approval of Final Development Plan:

1) No changes or minor changes – approval by the Planning Commission and review by the Governing Body for final approval, conditional approval, or denial in accordance with voting procedures for preliminary plan approval.

2) Substantial changes – submission of new preliminary development plan and repeat of development plan process.

G) Once a Preliminary and Final Development Plan has been approved for a development, each lot will be required to receive preliminary site plan and/or final site plan approval prior to construction. ~~However, in cases where the proposed improvements:~~

~~1) Involve a use not included in the original Final Development Plan Approval; or~~

~~2) Impact parking, pedestrian ways or other amenities included in the original Final Development Plan Approval~~

~~then an Amended Preliminary and Final Plan for the entire development will be required. The Applicant shall provide proof acceptable to the City that the owners of all lots directly adjacent to the proposed improvements have granted permission to the Applicant to pursue the application. The required proof of permission from all adjacent lots shall not be required if the Applicant has applied for Community Improvement District financing and received approval from the Governing Body to pursue plan approval without the required permissions.~~

(Ord. 2808 11-01-2016)

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 16-3-4 OF THE LEAWOOD DEVELOPMENT ORDINANCE [LDO] ENTITLED "DEVELOPMENT PLAN APPROVAL PROCESS" AND REPEALING EXISTING SECTION 16-3-4 AND OTHER SECTIONS IN CONFLICT HEREWITH.

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

SECTION ONE: Section 16-3-4 of the Leawood Development Ordinance is hereby amended to read as follows:

16-3-4 DEVELOPMENT PLAN APPROVAL PROCESS

A "Development Plan" shall consist of both a preliminary and final development plan approved as provided in this Article. No construction of a structure or commencement of a use, or change or alteration in a use, structure or site, requiring a development plan shall be authorized until approval of the final development plan. Approval of the preliminary development plan shall be considered an act of rezoning subject to the procedural requirements for rezoning as set forth in Article 5, except as provided herein. A final development plan is intended only to provide final additional details or minor changes but shall otherwise conform to the approved preliminary development plan.

The minimum steps required for approval of a Development Plan approval required by this Article are summarized as follows:

A) Application for preliminary development plan (Section 16-3-5)

B) Notice and public hearing before the Planning Commission (Section 16-5-3)

C) Recommendation on preliminary development plan by the Planning Commission

D) Governing Body enacts ordinance approving or approving with conditions the preliminary development plan or denies the plan

E) Submission of Final Development Plan to the Planning Commission

F) Approval of Final Development Plan:

   1) No changes or minor changes – approval by the Planning Commission and review by the Governing Body for final approval, conditional approval, or denial in accordance with voting procedures for preliminary plan approval.

   2) Substantial changes – submission of new preliminary development plan and repeat of development plan process.

G) Once a Preliminary and Final Development Plan has been approved for a development, each lot will be required to receive preliminary site plan and/or final site plan approval prior to construction.

(Ord. 2808 11-01-2016)

SECTION TWO: This ordinance shall be construed as follows:

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

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

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

SECTION THREE: That existing LDO Section 16-3-4 and other provisions in conflict herewith are hereby repealed.

SECTION FOUR: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 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
July 23, 2019
Dinner Session – 5:30 p.m. – No Discussion of Items
Leawood City Hall – Main Conference Room
Meeting - 6:00 p.m.
Leawood City Hall Council Chambers
4800 Town Center Drive
Leawood, KS 66211
913.339.6700 x 160

CALL TO ORDER/ROLL CALL: McGurren, Belzer, Coleman, Block, Stevens, Peterson. Absent: Hunter, Hoyt, Elkins

Chairman Coleman: I noticed there was no new agenda, so we'll go with the one in our packets.

Mr. Klein: The current one is correct.

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Block; seconded by Belzer. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

APPROVAL OF MINUTES: Approval of the minutes from the June 25, 2019 Planning Commission meeting.

Chairman Coleman: Are there any changes to the draft minutes? If not, I'll entertain a motion.

A motion to approve the minutes from the June 25, 2019 Planning Commission meeting was made by Belzer; seconded by Stevens. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

CONTINUED TO THE AUGUST 27, 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 the Leawood Development Ordinance, pertaining to fence location and fences within RP-A5 (Planned Rural Density Single Family Residential District). **PUBLIC HEARING**

CASE 74-19 – THE HILLS OF LEAWOOD VILLAS – Request for approval of a Preliminary Plan, Preliminary Plat, and Rezoning – Located north of 151st Street and east of Mission Road. **PUBLIC HEARING**

DRAFT

A motion to recommend approval of CASE 69-19 – RANCH MART – MCDONALD'S – Request for approval of a Special Use Permit for a fast food restaurant with drive-through, Preliminary Plan and Final Plan, located north of 95th Street and east of Mission Road – with 36 stipulations was made by Block; seconded by Belzer. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

CASE 60-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-3-4, DEVELOPMENT PLAN APPROVAL PROCESS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to approvals to changes to an existing Final Development Plan. **PUBLIC HEARING**

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

Mr. Klein: This is Case 60-19 – Leawood Development Ordinance Amendment to Section 16-3-4 – Development Plan Approval Process. This amendment pertains to a section of the ordinance that lays out when a preliminary and final development plan for the overall development are required. There was an amendment that added this Section G, shown on the ordinance itself, back in 2016. It attempted to lay out when these elements would be required. It turns out that it has had some unintended consequences in that it has allowed a development to bring forward an application for a change, but if there is one property owner who is part of the development, he would have the ability not to sign the application or give permission, and then Planning Commission and Governing Body would not see the application. That was not the intent of this. This particular ordinance states that a revised preliminary and final plan are still required on the piece of property; however, they would not be required for the overall development. It does still require notification sent out through return receipt mail. By state statute, they still have to notify all the property owners within 500 feet to make them aware the application is going forward. As part of that, a protest petition can be filed. That means that if there is more than 25% of the land area adjacent to within 200 feet of the property, they can file a protest petition, making it more difficult for the application to get passed. It would require a super majority as opposed to a simple majority at Governing Body. We didn't want to prevent applications from ever coming before the Planning Commission and City Council; we want to at least allow that consideration to be there.

Chairman Coleman: Any questions?

Comm Block: The last piece you mentioned about the requirement for a super majority is where?

Mr. Klein: That is part of a different part of the ordinance in Article V. It applies to all preliminary plans and rezonings. That avenue is still available for this; this would not preclude that. People would still have the ability to have input; it just allows it to get to a public forum to hear the input.

DRAFT

Comm. Block: Help me with an example. Since we've been talking about Ranch Mart, one of the businesses is a donut shop. If they were to change something in the future, can you run me through how that would work?

Mr. Klein: Ranch Mart is harder because it hasn't been broken out into different ownerships, but say Duck Donuts had their own piece of property, similar to Macy's with their own parcel. Say Ranch Mart wanted to add another use. If Duck Donuts didn't want that use or had any number of other reasons for not wanting it in there, they could choose to not sign the application, and Ranch Mart could not bring it forward. This would allow Ranch Mart to bring the application with a notice to Duck Donuts, who can come to the Public Hearing and voice opinions. If they can get 25% of the property owners of land area within 200 feet, they can file a protest petition. If it is valid, it would require the Governing Body to have a super majority as opposed to a simple majority in order to approve it.

Comm. Block: Has this occurred with adjoining property owners in the past?

Mr. Klein: This has come about because we had a situation that didn't seem so much a development issue as a contractual issue and dispute that was going on behind the scenes. It was a way for the one small property to keep an application from moving forward. We want to make sure the Planning Commission and Governing Body have the ability to consider the applications.

Chairman Coleman: Any other questions? This case requires a Public Hearing.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Block; seconded by McGurren. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

Chairman Coleman: This takes us to discussion on Case 60-19. Chair will entertain a motion.

A motion to recommend approval of CASE 60-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-3-4, DEVELOPMENT PLAN APPROVAL PROCESS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to approvals to changes to an existing Final Development Plan – was made by Belzer; seconded by Stevens. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

CASE 71-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-6.3, OFFICE, COMMERCIAL AND INDUSTRIAL SIGNAGE IN PLANNED DISTRICTS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Governing Body approval of deviations to development sign criteria. **PUBLIC HEARING**

DRAFT

Return to Agenda

City of Leawood
Planning Services

13 D

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:	August 12, 2019
Date of Memo:	July 24, 2019
Re:	The Planning Commission recommends unanimously (5-0) Case 71-19, Leawood Development Ordinance Amendment to Section 16-4-6.3 Office, Commercial and Industrial Signage in Planned Districts

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This amendment proposes to allow a deviation for an individual sign to also apply to the private sign standards for the commercial development, when approved by Governing Body.

Section 16-4-6.3 (B) allows the Governing Body to approve deviations in size, color, location, number of signs, and illumination, after recommendation by the Planning Commission. Rather than the deviation applying only to the individual sign brought before the Planning Commission and Governing Body, this amendment proposes to allow the deviation to amend the signage standards for the development, which will affect all tenants within the development. This amendment will provide greater consistency between signage within the development, and apply equally to all tenants.

CHANGES MADE BY PLANNING COMMISSION:

- None

16-4-6 SIGN REGULATIONS

16-4-6.1 Statement of Intent

The Governing Body finds that unregulated proliferation of signs results in visual clutter, which is harmful to neighborhood aesthetics and property values and may cause traffic hazards. The provisions of these Sign Regulations are intended to regulate and control all signs in the City of Leawood. It is the intent to limit visual clutter and reach a level of aesthetic quality by reducing disharmony in signage and to establish a sign identity and promote traffic safety for Leawood by limiting the size, type, location and materials of which signs may be constructed. These regulations are enacted to protect the property values in the City by enhancing the physical appearance of the City and by authorizing the use of signs that are compatible with their surroundings.

16-4-6.2 Applicability

A sign may be erected, placed, established, created, or maintained in the city only in conformance with the standards, procedures, exemptions, and other requirements of this Ordinance. Signs are permitted only as provided in Tables 16-4-6.13, 16-4-6.14, and 16-4-6.15, and subject to the further regulations set forth in this Article and as otherwise provided by law. All other signs are prohibited.

16-4-6.3 Office, Commercial and Industrial Signage in Planned Districts

For purposes of these regulations, the terms shopping center, business park, office park, industrial park or other grouping of buildings shall mean a project of one or more buildings with two or more tenants that has been planned as an integrated development or cluster on property under unified control or ownership at the time that zoning was approved by the City. No permit shall be issued for an individual sign unless and until Sign Development Standards have been submitted to and approved by the Governing Body after recommendation by the Planning Commission.

A) Sign Standards: The developer shall prepare a set of sign standards regulating all signage. Such standards shall run with the land with all leases or sales of portions of the development. The sale, subdivision or other partition of the site after the zoning approval does not exempt the project or portions thereof from complying with these regulations. The size, color, materials, styles of lettering, type of illumination and location shall be set out in such standards. The Final Development Plan shall include the Sign Development Standards and be approved as part of the Final Development Plan. These standards may be revised by resubmitting them to the Governing Body for approval after recommendation by the Planning Commission.

   Sign Development Standards for a Planned District shall meet all requirements of this Ordinance and are subject to the limitations set forth herein and shall maintain the following as conditions of approval and acceptance:

   1) The Development sign standards, once approved, represent a firm commitment by the developer that development will indeed follow the approved plans.

2) The sign concept is to be planned and developed in a manner that will result in clear, readable, effective signage.

3) The developer may be given latitude in using innovative techniques in the development of sign concepts.

4) No permit shall be issued for an individual sign in a planned district unless and until Sign Development Standards for the development have been submitted to the Governing Body for approval after recommendation by the Planning Commission and the sign is otherwise in conformance with the Standards and with this Ordinance. Provided, however, that signs that conform with both the City approved Sign Development Standards for the applicable development and the sign requirements of this Ordinance may be permitted via a sign permit granted by the Director of Community Development per Section 16-4-6.14 of this Ordinance. In the event any ambiguity exists as to whether a sign conforms to either the City approved Sign Development Standards for the applicable development or the sign requirements of this Ordinance, or the Director otherwise denies the request for permit, then the applicant may apply for sign approval by the Governing Body after recommendation of the Planning Commission.

B) Deviation From Requirements: Deviations in size, colors, location, number of signs, and illumination, may be approved by the Governing Body after recommendation by the Planning Commission if it is deemed that an equal or higher quality of development will be produced. The City may, in the process of approving sign concepts, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with the intent of this Ordinance, shall be clearly set out in the minutes as well as on exhibits in the record, and provided that specific reasons justifying deviations are included in the record. The following deviations may be granted:

1) In commercial districts if private sign standards have been approved as part of the Final Development Plan, then deviations from this Ordinance and/or from the private sign standards as listed above may be approved. If the Governing Body approves a deviation from the private sign standards, then the ~~and the~~ private sign standards shall be deemed amended; provided, in all cases, the maximum of all wall and canopy signs shall be 5% of the total area of the façade, 200 square feet, whichever is less, or as permitted in Table 16-4-6.13.

2) Directory Signs may be permitted that are scaled to pedestrian traffic.

3) One sign for a subtenant may be permitted per primary tenant provided that all of the following apply:

   a. The primary tenant's gross floor area shall be a minimum of 25,000 sq.ft.

   b. The subtenant sign is necessary to identify a subtenant that has a presence within the tenant space, but does not have a separate entrance into the primary tenant space.

   c. Signage shall be limited to the identification of the subtenant and shall not identify phone numbers, product, specific services offered or any other information about the tenant beyond the name and/or logo of the subtenant.

d. The maximum height of the subtenant sign shall be 75% of the maximum letter height of the primary tenant.

(Ord. 2523, 02-28-2012)
(Ord. 2748, 09-29-2015)
(Ord. 2850, 07-25-2017)

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 16-4-6.3 OF THE LEAWOOD DEVELOPMENT ORDINANCE [LDO] ENTITLED "OFFICE, COMMERCIAL AND INDUSTRIAL SIGNAGE IN PLANNED DISTRICTS" AND REPEALING EXISTING SECTION 16-4-6.3 AND OTHER SECTIONS IN CONFLICT HEREWITH.

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

SECTION ONE: Section 16-4-6.3 of the Leawood Development Ordinance is hereby amended to read as follows:

16-4-6.3 Office, Commercial and Industrial Signage in Planned Districts

For purposes of these regulations, the terms shopping center, business park, office park, industrial park or other grouping of buildings shall mean a project of one or more buildings with two or more tenants that has been planned as an integrated development or cluster on property under unified control or ownership at the time that zoning was approved by the City. No permit shall be issued for an individual sign unless and until Sign Development Standards have been submitted to and approved by the Governing Body after recommendation by the Planning Commission.

A) Sign Standards: The developer shall prepare a set of sign standards regulating all signage. Such standards shall run with the land with all leases or sales of portions of the development. The sale, subdivision or other partition of the site after the zoning approval does not exempt the project or portions thereof from complying with these regulations. The size, color, materials, styles of lettering, type of illumination and location shall be set out in such standards. The Final Development Plan shall include the Sign Development Standards and be approved as part of the Final Development Plan. These standards may be revised by resubmitting them to the Governing Body for approval after recommendation by the Planning Commission.

Sign Development Standards for a Planned District shall meet all requirements of this Ordinance and are subject to the limitations set forth herein and shall maintain the following as conditions of approval and acceptance:

1) The Development sign standards, once approved, represent a firm commitment by the developer that development will indeed follow the approved plans.
2) The sign concept is to be planned and developed in a manner that will result in clear, readable, effective signage.
3) The developer may be given latitude in using innovative techniques in the development of sign concepts.
4) No permit shall be issued for an individual sign in a planned district unless and until Sign Development Standards for the development have been submitted to the Governing Body for approval after recommendation by the Planning Commission and the sign is otherwise in conformance with the Standards and with this Ordinance. Provided, however, that signs that conform with both the City approved Sign Development Standards for the applicable development and the sign requirements of this Ordinance may be permitted via a sign permit granted by the Director of Community Development per Section 16-4-6.14 of this Ordinance.

In the event any ambiguity exists as to whether a sign conforms to either the City approved Sign Development Standards for the applicable development or the sign requirements of this Ordinance, or the Director otherwise denies the request for permit, then the applicant may apply for sign approval by the Governing Body after recommendation of the Planning Commission.

B) Deviation From Requirements: Deviations in size, colors, location, number of signs, and illumination, may be approved by the Governing Body after recommendation by the Planning Commission if it is deemed that an equal or higher quality of development will be produced. The City may, in the process of approving sign concepts, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with the intent of this Ordinance, shall be clearly set out in the minutes as well as on exhibits in the record, and provided that specific reasons justifying deviations are included in the record. The following deviations may be granted:

1) In commercial districts if private sign standards have been approved as part of the Final Development Plan, then deviations from this Ordinance and/or from the private sign standards as listed above may be approved. If the Governing Body approves a deviation from the private sign standards, then the private sign standards shall be deemed amended; provided, in all cases, the maximum of all wall and canopy signs shall be 5% of the total area of the façade, 200 square feet, whichever is less, or as permitted in Table 16-4-6.13.

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(Ord. 2523, 02-28-2012)
(Ord. 2748, 09-29-2015)
(Ord. 2850, 07-25-2017)

SECTION TWO: This ordinance shall be construed as follows:

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

B. Savings Clause. The repeal of Ordinance sections, as provided herein below shall not affect any rights acquired, fees, fines, penalties, forfeitures or liabilities incurred there under, or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in

force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fees, fines, penalties, forfeitures, liabilities and actions therefore.

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

SECTION THREE: That existing LDO Section 16-4-6.3 and other provisions in conflict herewith are hereby repealed.

SECTION FOUR: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 12th day of August, 2019.

APPROVED by the Mayor this 12th day of August, 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
July 23, 2019
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Leawood, KS 66211
913.339.6700 x 160

CALL TO ORDER/ROLL CALL: McGurren, Belzer, Coleman, Block, Stevens, Peterson. Absent: Hunter, Hoyt, Elkins

Chairman Coleman: I noticed there was no new agenda, so we'll go with the one in our packets.

Mr. Klein: The current one is correct.

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Block; seconded by Belzer. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

APPROVAL OF MINUTES: Approval of the minutes from the June 25, 2019 Planning Commission meeting.

Chairman Coleman: Are there any changes to the draft minutes? If not, I'll entertain a motion.

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CONTINUED TO THE AUGUST 27, 2019 PLANNING COMMISSION MEETING:
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CASE 74-19 – THE HILLS OF LEAWOOD VILLAS – Request for approval of a Preliminary Plan, Preliminary Plat, and Rezoning – Located north of 151st Street and east of Mission Road. **PUBLIC HEARING**

DRAFT

Comm. Block: Help me with an example. Since we've been talking about Ranch Mart, one of the businesses is a donut shop. If they were to change something in the future, can you run me through how that would work?

Mr. Klein: Ranch Mart is harder because it hasn't been broken out into different ownerships, but say Duck Donuts had their own piece of property, similar to Macy's with their own parcel. Say Ranch Mart wanted to add another use. If Duck Donuts didn't want that use or had any number of other reasons for not wanting it in there, they could choose to not sign the application, and Ranch Mart could not bring it forward. This would allow Ranch Mart to bring the application with a notice to Duck Donuts, who can come to the Public Hearing and voice opinions. If they can get 25% of the property owners of land area within 200 feet, they can file a protest petition. If it is valid, it would require the Governing Body to have a super majority as opposed to a simple majority in order to approve it.

Comm. Block: Has this occurred with adjoining property owners in the past?

Mr. Klein: This has come about because we had a situation that didn't seem so much a development issue as a contractual issue and dispute that was going on behind the scenes. It was a way for the one small property to keep an application from moving forward. We want to make sure the Planning Commission and Governing Body have the ability to consider the applications.

Chairman Coleman: Any other questions? This case requires a Public Hearing.

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Block; seconded by McGurren. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

Chairman Coleman: This takes us to discussion on Case 60-19. Chair will entertain a motion.

A motion to recommend approval of CASE 60-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-3-4, DEVELOPMENT PLAN APPROVAL PROCESS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to approvals to changes to an existing Final Development Plan – was made by Belzer; seconded by Stevens. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

CASE 71-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-6.3, OFFICE, COMMERCIAL AND INDUSTRIAL SIGNAGE IN PLANNED DISTRICTS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Governing Body approval of deviations to development sign criteria. **PUBLIC HEARING**

DRAFT

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

Mr. Klein: This is Case 71-19 – Leawood Development Ordinance Amendment to Section 16-4-6.3. This is pertaining to sign criteria. When a development comes in at the time of zoning, they put in place sign criteria for the overall development as part of a final plan. Once they do that, staff reviews the signage based on the sign criteria and the LDO. Deviations can be approved by the Governing Body. This application allows Governing Body to modify sign criteria to allow for something. The reason this is before you is that originally, when developments come in, they establish sign criteria. All the ownership is the same; everyone gets along. As developments get older, pad sites and parcels get sold off, and sometimes, it gets to the point where the sign criteria become out of date and address certain things that maybe haven't been enforced well. This would allow an applicant to ask for something that is not allowed by the sign criteria. Currently, we typically require a letter from the development saying that they have reviewed and approved the sign. Unfortunately, often times, it doesn't meet the sign criteria. Then, we tell them they need to update the sign criteria. There seems to be hesitancy or difficulty on their part to bring that through. That tenant then gets angry and indicates they have been approved by the development, but the development is signing off on something that doesn't meet their sign criteria. It gets in a locked position, and this would provide a relief valve. An example of one that is very out of date is Town Center Plaza. It was done in 1995 and hasn't been reviewed since then. They actually still require neon to illuminate the signs. Nobody uses neon anymore; it is all LED. We've talked to them about that and want them to come through and update the sign criteria, but they have not been able to get that done, either because of not wanting to or not being able to work with all the property owners. Staff is recommending this to provide more flexibility in order to address some of these issues.

Chairman Coleman: Questions for staff?

Comm. Block: Why would it go directly to Governing Body and not come through here first?

Mr. Klein: Actually, it would come through here. We state that it is approved by Governing Body, but it is always after a recommendation from the Planning Commission. You would see it. We want the Planning Commission and Governing Body to see it. We want this all out in the light.

Comm. Belzer: I had the same question. Does it need to be stated that it comes through Planning Commission first, or is it just implied?

Mr. Klein: We were thinking that it was implied, but we can definitely look at it. Final development plans have to come through Planning Commission and Governing Body.

Comm. Block: If you're looking for language, in Part B, you could add it there.

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Mr. Klein: We can easily add, "recommended by the Planning Commission" to make it clear.

Mr. Coleman: It's actually already in there. It's just above that.

Comm. Belzer: I just saw it, too.

Comm. Block: Okay.

Chairman Coleman: Any other questions? This case requires a Public Hearing.,

Public Hearing

As no one was present to speak, a motion to close the Public Hearing was made by Block; seconded by Belzer. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

Chairman Coleman: This brings us to discussion on the case. Is there discussion by the commissioners? Chair will entertain a motion.

A motion to recommend approval of CASE 71-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-6.3, OFFICE, COMMERCIAL AND INDUSTRIAL SIGNAGE IN PLANNED DISTRICTS – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to Governing Body approval of deviations to development sign criteria – was made by Block; seconded by Belzer. Motion carried with a unanimous vote of 5-0. For: McGurren, Belzer, Block, Stevens, Peterson.

MEETING ADJOURNED

DRAFT