

**CITY OF LEAWOOD
GOVERNING BODY
MEETING AGENDA**

Monday, September 16, 2019
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:30 P.M.

SEPTEMBER 2019

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2019

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AGENDA

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

Mayor Peggy Dunn

Councilmembers

Ward One

Debra Filla
Andrew Osman

Ward Two

Jim Rawlings
Mary Larson

Ward Three

Chuck Sipple
Lisa Harrison

Ward Four

Julie Cain
James Azeltine

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. CITIZEN COMMENTS

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

4. PROCLAMATIONS

Constitution Week, September 17-23, 2019

5. PRESENTATIONS/RECOGNITIONS

Kansas Department of Commerce Award presented by Leawood Chamber President/CEO Kevin Jeffries to recipient Pars Consulting/Pars Bioscience for Contributions to Economic Development, Community Service and Leadership in Kansas

6. SPECIAL BUSINESS

7. CONSENT AGENDA

Consent agenda items have been studied by the Governing Body and determined to be routine enough to be acted upon in a single motion. If a Councilmember requests a separate discussion on an item, it can be removed from the consent agenda for further consideration.

- A. Accept Appropriation Ordinance Nos. 2019-35 and 2019-36
- B. Accept minutes of the September 3, 2019 Governing Body meeting
- C. Accept minutes of the August 12, 2019 Governing Body meeting

- D. Accept minutes of the August 7, 2019 Public Works Committee meeting
- E. Accept minutes of the July 31, 2019 Stormwater Management Committee meeting
- F. Accept minutes of the July 9, 2019 Parks and Recreation Advisory Board meeting
- G. Accept minutes of the June 5, 2019 I-Lan Sister City Committee meeting
- H. Accept minutes of the June 4, 2019 Leawood Foundation meeting
- I. Approve 2021 Budget Calendar
- J. Approve purchase in the amount of \$22,681.10, from Zoll Medical Corporation, for purchase of fifteen [15] Zoll AED Plus Units with associated equipment for the Fire Department
- K. Approve MACPP co-op bid in the amount of \$158,452.00, from Shawnee Mission Ford for the purchase of [4] Ford Interceptor Explorers for the Police Department [\$39,613/ea.]
- L. Request to approve Kansas Department of Transportation-Bureau of Local Projects 'Project Programming Request' for the 2022 Program Year, Funding Program STP [Surface Transportation Program] for Mission Road Improvement Project from 133rd Street to 143rd Street [Project # 80175]
- M. Resolution approving and authorizing the Mayor to execute an Independent Contractor Agreement in the amount of \$27,090.89, between the City and Blue Valley Public Safety, Inc., for the purchase and installation of electro-mechanical rotating siren, system optimization and activation of storm siren unit located at 3800 College Boulevard
- N. Resolution approving and authorizing the Mayor to execute an Engineering Agreement in the amount of \$248,900.00, between the City and BHC Rhodes, for the design of Lee Boulevard between 83rd Street and 95th Street [Phase II] [Project # 72054]
- O. Resolution approving and authorizing the Mayor to execute Amendment No. 4 to that certain Professional Service Agreement between the City and McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc., dated April 3, 2017, and as amended on May 7, 2018, in the amount of \$58,695.00, pertaining to the Leawood South Stormwater Project, SMAC # TM-04-008 [Project # 80255]
- P. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of \$344,879.38, between the City and Kissick Construction Co., Inc., pertaining to the City Park Pond Restoration Project, located at 10601 Lee Boulevard, [Project # 74095]
- Q. Resolution approving and authorizing the Mayor to execute a Professional Engineering Agreement in the amount of \$84,000.00, between the City and Continental Consulting Engineers, for the design of the Trail Extension between Roe Avenue and Tomahawk Creek
- R. Resolution approving a Revised Final Plat for Stone Ledge Lots 1-3 Replat, located north of 154th Street and east of Nall Avenue. (PC Case 75-19) *[from the August 27, 2019 Planning Commission meeting]*
- S. Resolution approving a Revised Final Plan for Hallbrook East Village – Fences and Walls, located south of 112th Terrace and west of State Line Road. (PC Case 84-19) *[from the August 27, 2019 Planning Commission meeting]*
- T. Resolution approving a Final Plan for Edgewood Subdivision – Private Art, located north of Town Center Drive and west of Roe Avenue. (PC Case 90-19) *[from the August 27, 2019 Planning Commission meeting]*

- U. Declaration of Surplus Property: 2013 Ford Interceptor, last 4 VIN/4625; Unit # 9112, Asset # 01698: 2009 Chevy Silverado Truck, last 4 VIN/3198; Unit # 9404, Asset # 01426: Tack Distributor w/Honda motor last 4 SER/0002: 2007 Brother Fax Machine 2920: 2004 Ricoh Aficio Copy Machine 2018D: [2] metal 4-drawer file cabinets: [1] cart caddy SER/8764-001
- V. Police Department Monthly Report
- W. Fire Department Monthly Report
- X. Municipal Court Monthly Report

8. MAYOR’S REPORT

9. COUNCILMEMBERS’ REPORT

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. ARTS COUNCIL

[from the July 23, 2019 Arts Council meeting]

Consider recommendation for relocation of ‘Point Defiance’ to Ironwoods Park Entrance- *CONTINUED FROM THE SEPTEMBER 3, 2019 GOVERNING BODY MEETING*

13. STORMWATER MANAGEMENT COMMITTEE

[from the August 28, 2019 Stormwater Management Committee meeting]

Drainage concerns at 9320 Lee Court

Recommendation: Amend Contract with BHC Rhodes, to include Preliminary Engineering Study of 6.4 acre drainage area that flows to 9320 Lee Court

14. PUBLIC WORKS COMMITTEE

[from the September 4, 2019 Public Works Committee meeting]

Review repair of retaining wall located on northeast corner of 127th & Roe Avenue

Recommendation: Replace the 28-foot section of retaining wall

15. PLANNING COMMISSION

[from the August 27, 2019 Planning Commission meeting]

A. Resolution approving a Revised Final Sign Plan for Ranch Mart Shopping Center – Revised Sign Criteria, located north of 95th Street and east of Mission Road. (PC Case 76-19) –*CONTINUED TO THE OCTOBER 7, 2019 GOVERNING BODY MEETING*

B. Resolution approving Amendment No. 2 to the Interlocal Agreement between the City of Leawood, Kansas and Water District No. 1 of Johnson County, Kansas, dated December 17, 2009, as amended, pertaining to the construction of facilities located at 146th and Nall Avenue (PC Case 85-19)

- C. Resolution approving a Final Plan for Parkway Plaza – Kiddi Kollege Office/Daycare Addition, located south of 134th Street and east of Briar Street. (PC Case 86-19) – ***CONTINUED TO THE OCTOBER 21, 2019 GOVERNING BODY MEETING***
- D. Ordinance amending Sections 16-4-9.3 and 16-4-9.4 of the Leawood Development Ordinance [LDO] respectively entitled “General Requirements” and “Height and Location Requirements” and repealing existing Sections 16-4-9.3 and 16-4-9.4 and other sections in conflict herewith. (PC 16-19) **[ROLL CALL VOTE]**
- E. Ordinance amending Section 16-4-1.3 of the Leawood Development Ordinance [LDO] entitled “Permitted Accessory Uses, Buildings and Structures” and repealing existing section 16-4-1.3 and other sections in conflict herewith. (PC 82-19) **[ROLL CALL VOTE]**

16. OLD BUSINESS

17. OTHER BUSINESS

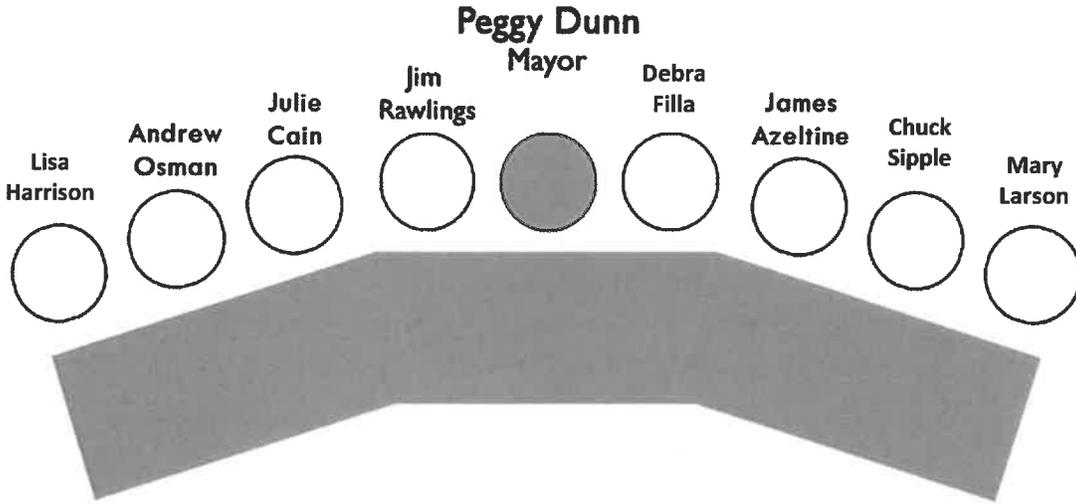
Schedule Governing Body meeting on October 7, 2019 at 7:00 P.M.

18. NEW BUSINESS

- A. Ordinance amending Chapter 11, Article 1 of the Code of the City of Leawood, Kansas, 2000, pertaining to Public Offenses in the City; incorporating by reference the ‘Uniform Public Offense Code for Kansas Cities,’ 2019 Edition, with certain amendments and omissions **[ROLL CALL VOTE]**
- B. Ordinance amending Chapter 2, Article 5 of the Code of the City of Leawood, Kansas, 2000, by amending § 2-501 pertaining to penalties for animal offenses in the City **[ROLL CALL VOTE]**
- C. Approve purchase from Conrad Fire Equipment in the amount not to exceed \$1,010,427.00 for the purchase of a Pierce Velocity Quint Fire Truck
- D. Resolution of the City of Leawood, Kansas declaring the City’s intent to reimburse certain costs of acquiring a Fire Truck from proceeds of a Lease Purchase Agreement

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]

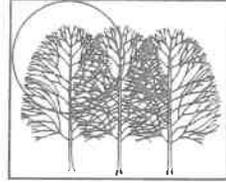
Charter Ordinances: 2/3 of members-elect of Governing Body [6]

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 MEETINGS / EVENTS SCHEDULE			
DATE	TIME	SUBJECT	LOCATION
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
October 21	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



City of Leawood, Kansas

Proclamation

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2019, marks the two hundred and thirty-second anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd, 2019 as Constitution Week.

NOW, THEREFORE, I, Peggy J. Dunn, by virtue of the authority vested in me as Mayor of the City of Leawood, Kansas, do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

in the City of Leawood, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 16th day of September, 2019.

Peggy J. Dunn, Mayor

4.

CITY OF LEAWOOD
Check Date 09/04/2019
Ordinance 2019-35

Final Check List

Page: 1

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103042	2448 PRODUCTIONS LLC	VIDEO EDITING FOR NORTH LOOP VIDEO	800.00	800.00
103043	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE	771.62	771.62
103044	AIRGAS MIDSOUTH	UNIFORM/CLOTHING	81.59	
		UNIFORM/CLOTHING	128.00	
		UNIFORM/CLOTHING	69.64	279.23
103045	ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SERVICES FOR 2019	956.12	956.12
103046	ALLIED OIL & TIRE COMPANY	55 GALLONS OF 15W40 OIL AND DRUM CHARGE	1,021.06	
		MATERIALS & SUPPLIES	639.83	1,660.89
103047	ALPINE LITHO-GRAPHICS INC	MATERIALS & SUPPLIES	121.00	
		LETTERHEAD & LETTERHEAD ENVELOPES	374.25	495.25
103048	APAC KANSAS INC	LANDFILL FEE	643.50	
		LANDFILL FEE	88.00	
		LANDFILL FEE	302.50	
		LANDFILL FEE	88.00	1,122.00
103049	ARTHUR J GALLAGHER RISK MGMNT	GALLAGHER QUARTERLY INS INSTALLMENT	90,990.25	90,990.25
103050	ARTS ENGAGEMENT FOUNDATION KC, TH	OXFORD SCHOOL HOUSE ADVERTISEMENT	600.00	600.00
103051	BABALOLA, TIMEHIN	TRAVEL ADVANCE - T.BABALOLA	727.00	727.00
103052	BATTERIES PLUS	MATERIAL & SUPPLIES	52.95	52.95
103053	BLUE VALLEY GOODYEAR	EQUIP. MAINT. SUPPLIES	123.90	
		VEHICLE OPERATIONS/MAINT	175.30	299.20
103054	BLUE VALLEY SCHOOL DISTRICT	ALCOHOL TAX FUND ALLOCATION	2,763.00	2,763.00

Final Check List

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103055	CAPITAL SAND COMPANY INC	USGA TOPDRESSING SAND	1,182.40	1,182.40
103056	CAR WASH 103 INC	VEHICLE MAINTENANCE	110.00	110.00
103057	CARQUEST AUTO PARTS	MATERIALS & SUPPLIES	-28.85	
		MATERIALS & SUPPLIES	1.17	
		MATERIALS & SUPPLIES	-107.94	
		MATERIALS & SUPPLIES	60.66	
		MATERIALS & SUPPLIES	7.35	
		MATERIALS & SUPPLIES	49.27	
		MATERIALS & SUPPLIES	66.82	
		MATERIALS & SUPPLIES	64.78	
		MATERIALS & SUPPLIES	24.74	
		VEHICLE OPERATIONS/MAINT	38.39	
		VEHICLE OPERATIONS/MAINT	-35.54	140.85
103058	CENTRAL SALT	ROAD SALT FOR WINTER SEASON ORDERING	1,555.31	
		ROAD SALT FOR WINTER SEASON ORDERING	1,501.22	
		ROAD SALT FOR WINTER SEASON ORDERING	1,550.13	
		ROAD SALT FOR WINTER SEASON ORDERING	2,985.18	
		ROAD SALT FOR WINTER SEASON ORDERING	3,029.48	
		ROAD SALT FOR WINTER SEASON ORDERING	1,512.15	
		ROAD SALT FOR WINTER SEASON ORDERING	3,049.04	
		ROAD SALT FOR WINTER SEASON ORDERING	1,547.83	16,730.34
103059	CHETS LOCK & KEY	BUILDING/GROUNDS MAINT	134.55	134.55
103060	COLLIER, CHRISTIE	TWELVE DECKS OF PLAYING CARDS FOR BRIDGE	20.00	20.00



<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103061	COMMERCE BANK			
	A TO Z THEATRICAL SUPPLY & SVC	PROPS-KISS ME KATE PRODUCTION	40.00	
	AMAZON.COM	USB WALL CHARGER,POWER ADAPTER	52.98	
	AMAZON.COM	DISPLAY PORT TO DVI DISPLAY CABLE	89.99	
	AMAZON.COM	BLACKMAGIC DESIGN MICRO CONVERTER SDI	59.00	
	AMAZON.COM	COMPUTER SPEAKERS,SOUND BAR	99.72	
	AMAZON.COM	ANKER POWERLINE II USB,POWER CORD CABLES	65.70	
	AMAZON.COM	PHONE CASES	89.90	
	AMAZON.COM	HIGH SPPED HDMI CABLE	72.58	
	AMAZON.COM	IPHONE SCREEN PROTECTOR	23.98	
	AMAZON.COM	2 GEAR CARRY BAGS	62.82	
	AMAZON.COM	IPHONE BELT CLIP	25.90	
	AMAZON.COM	IPHONE WIRELESS PHONE ACCESSORIES	18.94	
	AMAZON.COM	ADJ WEIGHTED WORK OUT VESTS	405.20	
	AMAZON.COM	MULTI FOLD TOWELS	72.00	
	AMAZON.COM	4K HDMI CABLE	35.37	
	AMAZON.COM	MULTIFOLD TOWELS	48.00	
	AMAZON.COM	DESSERT FOR DONATION TOKENS	14.10	
	AMAZON.COM	EQUIPMENT PUMP	15.99	
	AMAZON.COM	REFUND-MEMBERSHIP PRIME	-13.93	
	AMAZON.COM	LEFT HANDED PADDLE HOLSTER	199.95	
	AMAZON.COM	MEN'S DANNER TACHYON DUTY BOOTS	108.33	
	AMAZON.COM	LEFT HANDED PADDLE COMBO MAG/CUFF CASE	39.07	
	APPLE/ITUNES	CLOUD STORAGE	2.99	
	APPLE/ITUNES	MONTHLY FEE/OFFICE 365	7.63	
	APPLE/ITUNES	CLOUD STORAGE	0.99	
	APPLE/ITUNES	CLOUD STORAGE	2.99	
	APWA	REFERENCE BOOK	17.60	
	AREA DEVELOPMENT COUNCIL, KANSAS	NETWORKING DINNER	100.00	
	BIG DADDY'S DONUTS	SAFETY MEETING	12.06	
	BLUE VALLEY EDUCATIONAL, FOUNDATIO	2019 COMMUNITY BREAKFAST/HARRISON	50.00	
	CDW GOVERNMENT INC	REPAIR SERVICE EXTENDED WARRANTY	42.00	
	CEDAR PARK FELINE CONSERVATION, PA	CAMP FIELD TRIP	150.00	
	CHEWY.COM	K-9 FOOD AND SUPPLIES	157.55	
	CHIPOTLE	LUNCH/STAFF MEETING	35.95	

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	CHIPOTLE	LUNCH/STAFF MEETING	36.33	
	CITY OF TOPEKA	PARKING CHARGES	2.00	
	CLEVERBRIDGE	CREATOR NXT PRO 7	159.98	
	CLK SUPPLIES LLC	PRO-LOK STIFF PUMP WEDGE	41.45	
	CORNER BAKERY	REFRESHMENTS/MEETING	25.32	
	CORNER BAKERY	STORMWATER COMMITTEE BREAKFAST	168.50	
	CORNER BAKERY	PUBLIC WORKS COMMITTEE ~	157.50	
	CRUSHED RED	PC MEETING EXPENSE	190.76	
	CRUSHED RED	REFRESHMENTS/MEETING	45.96	
	DRAWING BOARD PRINTING	PRINTING/JUMBO MAILING LABELS	129.25	
	DREAMSTIME	GRAPHICS PURCHASE	24.00	
	DREAMSTIME	GRAPHICS PURCHASE	1.00	
	DREAMSTIME	GRAPHICS PURCHASE	25.00	
	EB KANSAS TURF ORNAME	REGISTRATION-KENNEDY/FIELD DAY	35.00	
	EB KANSAS TURF ORNAME	KS TURF & ORNAMENTALS FIELD DAY/9	315.00	
	FIREARM ENGRAVING	LOGO ARTWORK SET-UP	60.00	
	FLUKER FARMS	CRICKETS & MEALWORMS FOR NATURE CENTER	42.61	
	FLUXLIGHT INC.	OPTICAL TRANSCEIVERS	227.12	
	FLUXLIGHT INC.	CISCO OMPATIBLE TRANSCEIVER,~	537.17	
	FOUR POINTS BY SHERATON	CREDIT/ADJ ROOM TAX	-42.05	
	FOUR POINTS BY SHERATON	ADJ TO ROOM TAX	1.35	
	FOUR POINTS BY SHERATON	ACCOM/GOFF	527.55	
	FOUR POINTS BY SHERATON	ADJ TO ROOM TAX	-42.05	
	FOUR POINTS BY SHERATON	ADJ TO TAX	1.35	
	FOUR POINTS BY SHERATON	ACCOM/CRAIGHEAD	527.55	
	FRONTIER AIRLINES	AIRFARE DENVER/DUNN-ILAN MEETING	81.00	
	FS.COM	TWINAX CABLE	123.50	
	FS.COM	FIBER OPTIC PATCH CABLE	129.80	
	FULTON VALLEY FARMS	DEPOSIT/REINDEER AT BREAKFAST WITH SANTA	340.00	
	GFOA	GAAP UPDATE LIVE STREAMING/LONG	125.00	
	GFOA	GAAP UPDATE LIVE STREAMING/LODDE	125.00	
	GFOA	GAAP UPDATE LIVE STREAMING/BYARD	140.00	
	GFOA	GAAP UPDATE LIVE STREAMING/FRANKEL	125.00	
	GLOCASH	INTERNATIONAL SERVICE FEE	0.16	
	GLOCASH	PHONE CLIP-BOWEN	16.46	

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	HARVESTERS	EAC EVENT/DONATIONS	300.00	
	HEART OF AMERICA METRO FIRE CH	METRO FIRE CHIEFS MEETING	20.00	
	HEN HOUSE	REFRESHMENTS/MEETING HUMAN TRAFFICKING	54.54	
	HEREFORD HOUSE - LEAWOOD	JO CO TRAINING CHIEFS MEETING	15.00	
	HILTON PROSPECTS RESTAURANT	BREAKFAST	44.80	
	HOLIDAY INN	ACCOM/WILLIAMS,M.-TRAINING L.A.	760.14	
	HOLIDAY INN	ACCOM/FITZGERALD	329.52	
	HOME DEPOT, THE	ELECTRICAL TAPE	10.21	
	HR DIRECT	ANNUAL EMPLOYMENT POSTER RENEWAL (12)	959.88	
	HYVEE FOOD STORE	RETIREMENT SUPPLIES-WHITESIDE	71.66	
	IIMC CAREER CENTER	JOB POSTING /CITY CLERK	200.00	
	ILEETA	MEMBERSHIP RENWAL~	50.00	
	ILEETA	MEMBERSHIP RENEWAL ~	125.00	
	INDEED.COM	EMPLOYMENT AD	269.66	
	INTL CODE COUNCIL	RESIDENTIAL PLUMBING INSPECTOR STUDY	288.00	
	IPMA KC CHAPTER	ANNUAL MEMBERSHIP/MCDONALD	150.00	
	IPMA KC CHAPTER	ANNUAL MEMBERSHIP/MOORE	150.00	
	IPMA KC CHAPTER	ANNUAL MEMBERSHIP/SANDERS	150.00	
	JAMAR TECHNOLOGIES INC	SOFTWARE FOR TRAFFIC COUNTERS-ORDERED	1,016.00	
	JHART METALWORKS	METAL ART/PUBLIC WORKS HANGING	270.00	
	JOHNSON COUNTY MOTOR VEHICLE	LICENSE FOR VEHICLES:404,406,410	101.25	
	KANSAS CHAPTER APA	SEMINAR/SCHULLER,SANCHEZ	20.00	
	KANSAS CITY SPORTING	CAMP FIELD TRIP TO SPORTING PARK SOCCER	290.00	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	3.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	1.25	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES/CRAIGHEAD/GOFF	1.25	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	0.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	6.00	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	0.50	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	6.00	
	KC KONA ICE	REFRESHMENTS/KISS ME KATE CAST	150.00	
	KCI AIRPORT	PARKING	27.50	
	KS EMERGENCY MANAGEMENT ASSN	2019 KEMA CONFERENCE	285.00	
	KS EMERGENCY MANAGEMENT ASSN	MEMBERSHIP RENEWAL/FITZGERALD	78.00	
	KSGFOA	MEMBERSHIP/FRANKEL	50.00	

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	KSGFOA	20TH ANNUAL KSGFOA CONFERENCE/FRANKEL	325.00	
	KSGFOA	FALL KSGFOA CONFERENCE/LONG	325.00	
	KWIK DRY CLEAN SUPERCENTER	DRY CLEANING KISS ME KATE-CLOTHING	138.72	
	LEAGUE OF KS MUNICIPALITIES	TRAFFIC ORDINANCE BOOKS AND UNIFORM	38.46	
	LYNN PEAVEY CO	EVIDENCE PACKAGING	230.50	
	MARGARITA RESORT	ACCOM/HUNTER	402.63	
	MARRIOTT HOTEL	ACCOM/RETTIG-TRAINING PHOENIX	951.25	
	METRO TAXI	DENVER/TAXI-AIRPORT TO HOTEL	64.50	
	MICRO CENTER AR	GLASS PROTECTION,CASE FOR IPHONE	54.98	
	MID AMERICA REGIONAL COUNCIL	REGISTRATION/SANDERS-INCIDENTS & EVENTS	25.00	
	MINSKYS PIZZA	PARK BOARD MEETING	121.21	
	MO PARK AND RECREATION ASSN	JOB POSTING/PW MAINTENANCE WORKER	125.00	
	MOUNT ST. SCHOLASTICA-, BENEDICTINE	MEMORIAL GIFT/PAUL BARBER	100.00	
	MUNICIPAL SERV FEE JO CO KS	SERVICE FEE VEHICLE LICENSE	3.00	
	MUSIC THEATRE INTERNATIONAL	NEWSIES PERUSAL	20.00	
	MUSIC THEATRE INTERNATIONAL	CIVIL WAR PERUSAL	20.00	
	MUSIC THEATRE INTERNATIONAL	DROWSY CHAPERONE PERUSAL	20.00	
	NATIONAL RECREATION & PARKS	RECERTIFICATION FEE/CPRP	60.00	
	NEWARK ELEMENT 14	CREDIT-RETURNED ELECTRONIC PARTS	-42.88	
	OHD, LLP	ANNUAL CALIBRATION OF FIT TESTER	185.00	
	OKLAHOMA CITY BOATHOUSE	TRAINING CREDIT/CROCKETT	-400.00	
	OLATHE ANIMAL HOSPITAL INC	VET VISIT/BEARDED DRAGON	197.00	
	OLATHE PET SHOP	FOOD AND BEDDING FOR NATURE CENTER	40.81	
	OLATHE PET SHOP	FOOD AND BEDDING FOR NATURE CENTER	74.78	
	PAINT, GLAZE AND FIRE CERAMICS	CAMP FIELD TRIP	63.00	
	PAPA JOHN'S PIZZA	SWIM TEAM-END OF SEASON BANQUET	207.84	
	PARK AIR EXPRESS	PARKING FEES-KCI	81.00	
	PIZZA HUT	BZA MEETING EXPENSE	112.42	
	POST PUBLISHING INC	ANNUAL SUBSCRIPTION RENEWAL	64.95	
	RECREATION & PARK ASSOCIATION, KANSAS	JOB POSTING/PW MAINTENANCE WORKER	50.00	
	RUSSELL STOVER CANDIES	EAC EVENT/DESSERT FOR DONATIONS	150.00	
	RUSSELL STOVER CANDIES	EAC EVENT/DESSERT FOR DONATIONS	250.00	
	SAFARILAND LLC	MEN'S DANNER KINETIC DUTY BOOTS	67.99	
	SHRMJC	ANNUAL MEMBERSHIP/SANDERS	75.00	
	SHRMJC	JULY CHAPTER MEETING/MCDONALD	30.00	

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	SOUTHWEST AIRLINES	AIRFARE DENVER/DUNN	357.98	
	SOUTHWEST AIRLINES	AIRFARE DENVER/DUNN	357.98	
	STORAGEMART 0130	MONTHLY RENTAL #704	399.99	
	SURVEYMONKEY INC	ANNUAL RENEWAL	276.00	
	TIME WARNER CABLE	OVERDUE PAYMENT-TURN SERVICE ON	102.33	
	TOOLBARN.COM	24" DIGITAL LEVEL	106.99	
	TOP GOLF OVERLAND PARK	EMPLOYEE STAFF OUTING	672.00	
	TOP GOLF OVERLAND PARK	EMPLOYEE STAFF OUTING	672.00	
	UBER	ISA CONFERENCE SHUTTLE	3.00	
	UBER	ISA CONFERENCE SHUTTLE	20.04	
	UBER	ISA CONFERENCE SHUTTLE	16.89	
	UBER	ISA CONFERENCE SHUTTLE	1.00	
	UNIFORMS & MORE	UNIFORMS	92.64	
	UNION TAXI	DENVER/TAXI-HOTEL TO AIRPORT	61.50	
	UNIVERSITY CAREER CENTER, KANSAS L	JOB FAIR/CHALLENGE COURSE STAFF	100.00	
	UNIVERSITY OF KANSAS- REGISTRAR	SUPERVISORY LEADERSHIP TRAINING - RICE	1,450.00	
	UNIVERSITY OF KS	TRAINING/A.HARPER	20.00	
	US FLEET TRACKING	MONTHLY CHARGES	39.95	
	VILLAGE SHALOM	MEMORIAL GIFT/OSMAN	100.00	
	VITALSMARTS	POWER OF HABIT WORKSHOP/SANDERS	695.00	
	WALGREEN'S	SUNSCREEN	84.43	
	WALGREEN'S	BATTERIES	8.49	
	WALMART	RETIREMENT SUPPLIES-WHITESIDE	4.85	
	WAYSIDE WAIFS	DONATION/JAMES E. TAYLOR SR	500.00	23,239.30
103062	CONRAD FIRE EQUIPMENT INC	VEHILCE MAINT.	390.27	390.27
103063	CORCORAN, JACKIE	CDL REIMBURSEMENT	36.00	36.00
103064	CROFT TRAILER SUPPLY INC	EQUIP. MAINT. SUPPLIES	301.90	301.90
103065	CUTTER & BUCK	PROSHOP MERCHANDISE	800.15	800.15
103066	D.A.R.E. IOWA INC	DARE TRAINING~	200.00	200.00
103067	DREXEL TECHNOLOGIES	2019 0814-025 2019 RESIDENTIAL RECON PH2	579.70	579.70

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103068	ELECTRONIC TECHNOLOGY INC	Parking Lot Camera Replacement	2,190.00	2,190.00
103069	FACTORY MOTOR PARTS CO	EQUIP. MAINT. SUPPLIES	222.71	
		VEHICLE OPERATIONS/MAINT	132.11	354.82
103070	FILTA ENVIRONMENTAL SOLUTIONS	FRYER SERVICE	45.00	45.00
103071	FREEMAN CONCRETE CONST. LLC	2019 RESIDENTIAL RECONSTRUCTION PROJECT	587,238.43	587,238.43
103072	GALLS LLC	UNIFORMS	49.99	
		UNIFORMS	125.40	
		UNIFORMS	79.99	
		UNIFORMS	147.00	402.38
103073	GEORGE BUTLER ASSOCIATES INC	2019 WATERFORD STORMWATER ENGINEERING	10,669.50	10,669.50
103074	GOLFNOW LLC	GOLFNOW COMMISSIONS	900.00	
		GOLFNOW COMMISSIONS	900.00	
		GOLFNOW COMMISSIONS	885.14	2,685.14
103075	GPSI LEASING II - ACCORD LLC	REPAIR DAMAGED GPS UNIT	215.00	215.00
103076	GUNTER PEST MANAGEMENT INC	PEST SERVICE	35.00	
		BUILDING & GROUNDS	50.00	
		BUILDING & GROUNDS~	45.00	130.00
103077	HEN HOUSE BALLS FOOD STORES	SWEARING IN SUPPLIES	5.98	5.98
103078	HILLMAN, WILLIAM COOPER	THE FIRST TEE FALL SESSION - AUG 19-22	64.00	64.00
103079	HINMAN, JOHN	John Hinman: Tuition Reimbursement	177.50	177.50
103080	HUNTER BROTHERS LANDSCAPE LLC	MOW 10500 ENSLEY LEAWOOD, KS	195.00	
		MOW 8129 MEADOW LN LEAWOOD, KS	130.00	
		MOW 9241 HIGH DR LEAWOOD, KS	325.00	650.00
103081	ICE MASTERS LLC	ICE MACHINE RENTAL	157.00	
		ICE MACHINE RENTAL	67.00	
		ICE MACHINE RENTAL	172.00	396.00

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103082	INSIGHT PUBLIC SAFETY	WELLNESS & WELLNESS FOLLOW UP - CHAMBERS	320.00	320.00
103083	INTOXIMETERS INC	PATROL SUPPLIES	24.85	24.85
103084	J & B DELI LLC, JASON'S DELI	CATERED LUNCH	186.80	186.80
103085	J M FAHEY CONSTRUCTION CO	BLANKET PO: 2019 ASPHALT FOR BLANKET PO: 2019 ASPHALT FOR	5,007.54 3,960.44	8,967.98
103086	JO CO COMMUNITY COLLEGE	BUSINESS LEADERSHIP CERTIFICATE TRAINING	2,218.50	2,218.50
103087	JO CO MED ACT	MATERIAL & SUPPLIES	68.35	68.35
103088	JO CO WASTEWATER	WASTEWATER SERVICE	2,240.60	2,240.60
103089	KANSAS CITY FREIGHTLINER SALES	VEHICLE OPERATIONS MAINT.	145.85	145.85
103090	KANSAS DEPT OF REVENUE	CMB MONTHLY RPT-CMB STAMP - AUG 2019	25.00	25.00
103091	KANSAS GOLF & TURF INC	RM - GUARD	19.19	19.19
103092	KIDS TLC	ALCOHOL TAX FUND ALLOCATION	2,047.75	2,047.75
103093	KINCAID READY MIX	CONCRETE CONCRETE	433.50 973.25	1,406.75
103094	KIRBY-SMITH MACHINERY, KSM EXCHANG	MATERIALS & SUPPLIES	42.91	42.91
103095	LAWN-CORPS, INC	MATERIALS & SUPPLIES	162.00	162.00
103096	LEAGUE OF KS MUNICIPALITIES	CITY ATTORNEY ASSOC. OF KS MTG	345.00	345.00
103097	LEY, DAVID	TRAVEL ADVANCE - D.LEY	343.00	343.00
103098	LOWES	HARDWARE SUPPLIES	1,284.59	1,284.59
103099	LOWES	HARDWARE SUPPLIES	9.58	9.58
103100	MAHER OIL CO	DIESEL FUEL UNLEADED FUEL	541.86 784.67	1,326.53
103101	MCKEEVERS PRICE CHOPPER	FOOD & BEV. EXPENSE	8.78	8.78

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103102	MICRO CENTER AR	MATERIALS & SUPPLIES MATERIALS & SUPPLIES	24.97 299.99	324.96
103103	MIDWEST TURBO& DIESEL SERV LLC	2 TURBOS FOR PUBLIC WORKS VEHICLE 450.	2,469.60	2,469.60
103104	MO KAN COURIER SERVICE INC	COURIER SERVICES - 8/23/2019	24.84	24.84
103105	MOBILFONE WIRELESS	COMMUNICATION	155.71	155.71
103106	NETWORK SUPPORT COMPANY, THE	TIMECLOCK SERVICE	581.25	581.25
103107	OBIJI, MISHEA	CLEANING	150.00	150.00
103108	O'REILLY AUTO PARTS	PRIMARY WIRE, DRAIN PAN SPARK PLUG VEHICLE OPERATIONS/MAINT. MATERIALS & SUPPLIES VEHICLE SUPPLIES VEHICLE SUPPLIES VEHICLE SUPPLIES	13.49 19.50 33.53 72.12 4.14 8.99 47.40	199.17
103109	OSBORN, TROY	TRAVEL ADVANCE - TROY OSBORN	169.00	169.00
103110	PHILLIPS 66-CONOCO-76	TRAINING FUEL	34.00	34.00
103111	PHILLIPS III, FRED	THE FIRST TEE SPRING SESSION AUGUST THE FIRST TEE SPRING SESSION AUGUST 28	187.50 112.50	300.00
103112	RANCH MART ACE HARDWARE	MATERIAL & SUPPLIES MATERIALS & SUPPLIES	16.99 7.92	24.91
103113	REEVES WIEDEMAN COMPANY	B & G PUMP LESS FLANGE FOR CITY HALL	1,124.95	1,124.95
103114	REGIONAL JUSTICE INFORMATION	WEB SUBSCRIPTION FEES	2,535.01	2,535.01
103115	REINHART FOODSERVICE	PREPARED FOOD	904.54	904.54
103116	ROBERTS, DAVID	TRAVEL ADVANCE - D.ROBERTS	315.50	315.50
103117	ROMA BAKERY	PREPARED FOOD	46.80	46.80

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103118	SAMS CLUB DIRECT	MATERIALS & SUPPLIES	4,827.00	4,827.00
103119	SAMS CLUB DIRECT	MATERIALS & SUPPLIES	289.44	289.44
103120	SIMPLOT PARTNERS	4 PALLETS OF AMMONIUM SULFATE FAIRWAY	2,072.00	2,072.00
103121	SINGLE SOURCE	ART GALLERY CRAWL SIGNS	576.00	
		NUNCRACKERS BANNER	138.75	714.75
103122	STAPLES BUSINESS ADVANTAGE	MATERIALS & SUPPLIES	105.35	
		MATERIALS & SUPPLIES	-10.53	
		OFFICE SUPPLIES	46.54	
		OFFICE SUPPLIES	-53.96	87.40
103123	SUBURBAN LAWN & GARDEN INC	MATERIALS & SUPPLIES	53.74	53.74
103124	SUMMIT TRUCK GROUP	VEHICLE OPERATIONS MAINT.	67.62	
		VEHICLE OPERATIONS MAINT.	34.86	
		VEHICLE OPERATIONS MAINT.	110.77	
		VEHICLE OPERATIONS MAINT.	186.00	
		VEHICLE OPERATIONS MAINT.	39.86	439.11
103125	TAYLORMADE GOLF COMPANY INC	PAST DUE - 2017 TRIAL BAG RETURNED	591.21	
		PROSHOP MERCHANDISE	405.84	997.05
103126	TIDE DRY CLEANERS	UNIFORM CLEANING	13.12	13.12
103127	TIME WARNER CABLE	INTERNET	269.31	269.31
103128	TIME WARNER CABLE	CABLE	53.46	53.46
103129	TIME WARNER CABLE	SPECTRUM BUSINESS TV	33.53	33.53
103130	TOWN & COUNTRY BLDG SERVICES	CARPET CLEAN - 8/3/2019	270.00	270.00
103131	UNITED ROTARY BRUSH CORP	MATERIALS & SUPPLIES	981.12	981.12
103132	WALKER TOWEL & UNIFORM SERVICE	MAT CLEANING	104.71	
		MAT CLEANING	125.50	
		MAT CLEANING	110.78	340.99

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103133	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL	94.63	
		TRASH DISPOSAL	195.20	
		TRASH DISPOSAL	131.64	421.47
103134	WATER DISTRICT 1 JO CO	WATER SERVICE	73.54	
		WATER SERVICE	609.94	
		WATER SERVICE	894.02	
		WATER SERVICE	517.81	
		WATER SERVICE	796.85	
		WATER SERVICE	1,731.83	
		WATER SERVICE	14.20	4,638.19
103135	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	94.98	
		RECYCLING SERVICE	295.99	390.97
103136	WESTLAKE HARDWARE	CLEANING SUPPLIES	45.98	45.98
380919	KC POWER & LIGHT CO	POWER SERVICE	262.25	262.25
610919	KC POWER & LIGHT CO	POWER SERVICE	36.43	36.43
1300919	KC POWER & LIGHT CO	POWER SERVICE	1,004.21	1,004.21
4650919	KC POWER & LIGHT CO	POWER SERVICE	107.15	107.15
4910919	KC POWER & LIGHT CO	POWER SERVICE	138.13	138.13
6770919	KC POWER & LIGHT CO	POWER SERVICE	113.61	113.61
10350919	KC POWER & LIGHT CO	POWER SERVICE	61.98	61.98
13110919	KC POWER & LIGHT CO	POWER SERVICE	25.78	25.78
14680919	KC POWER & LIGHT CO	POWER SERVICE	74.21	74.21
17270919	KC POWER & LIGHT CO	POWER SERVICE	59.38	59.38
19750919	KC POWER & LIGHT CO	POWER SERVICE	188.00	188.00
20170919	KC POWER & LIGHT CO	POWER SERVICE	121.08	121.08

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20710919	KC POWER & LIGHT CO	POWER SERVICE	21.37	21.37
23850919	KC POWER & LIGHT CO	POWER SERVICE	19.04	19.04
28800919	KC POWER & LIGHT CO	POWER SERVICE	52.43	52.43
34030919	KC POWER & LIGHT CO	POWER SERVICE	142.86	142.86
34680919	KC POWER & LIGHT CO	POWER SERVICE	77.92	77.92
36720919	KC POWER & LIGHT CO	POWER SERVICE	63.06	63.06
38570919	KC POWER & LIGHT CO	POWER SERVICE	44.96	44.96
38730919	KC POWER & LIGHT CO	POWER SERVICE	206.90	206.90
38960919	KC POWER & LIGHT CO	POWER SERVICE	172.36	172.36
39290919	KC POWER & LIGHT CO	POWER SERVICE	82.23	82.23
39770919	KC POWER & LIGHT CO	POWER SERVICE	94.72	94.72
40320919	KC POWER & LIGHT CO	POWER SERVICE	211.81	211.81
41550919	KC POWER & LIGHT CO	POWER SERVICE	250.54	250.54
47130919	KC POWER & LIGHT CO	POWER SERVICE	65.85	65.85
48010919	KC POWER & LIGHT CO	POWER SERVICE	82.68	82.68
50350919	KC POWER & LIGHT CO	POWER SERVICE	42.42	42.42
50650919	KC POWER & LIGHT CO	POWER SERVICE	148.98	148.98
53720919	KC POWER & LIGHT CO	POWER SERVICE	42.15	42.15
55020919	KC POWER & LIGHT CO	POWER SERVICE	7,386.42	7,386.42
55990919	KC POWER & LIGHT CO	POWER SERVICE	97.70	97.70
56450919	KC POWER & LIGHT CO	POWER SERVICE	57.92	57.92
57550919	KC POWER & LIGHT CO	POWER SERVICE	1,108.46	1,108.46

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59510919	KC POWER & LIGHT CO	POWER SERVICE	257.03	257.03
62070919	KC POWER & LIGHT CO	POWER SERVICE	77.35	77.35
62640919	KC POWER & LIGHT CO	POWER SERVICE	323.64	323.64
63500919	KC POWER & LIGHT CO	POWER SERVICE	64.95	64.95
64980919	KC POWER & LIGHT CO	POWER SERVICE	29.51	29.51
69340919	KC POWER & LIGHT CO	POWER SERVICE	64.25	64.25
69770919	KC POWER & LIGHT CO	POWER SERVICE	150.75	150.75
70490919	KC POWER & LIGHT CO	POWER SERVICE	34.75	34.75
75370919	KC POWER & LIGHT CO	POWER SERVICE	83.31	83.31
78940919	KC POWER & LIGHT CO	POWER SERVICE	78.26	78.26
80800919	KC POWER & LIGHT CO	POWER SERVICE	82.52	82.52
82440919	KC POWER & LIGHT CO	POWER SERVICE	45.54	45.54
83170919	KC POWER & LIGHT CO	POWER SERVICE	20.94	20.94
85340919	KC POWER & LIGHT CO	POWER SERVICE	28.38	28.38
86160919	KC POWER & LIGHT CO	POWER SERVICE	5,230.80	5,230.80
90640919	KC POWER & LIGHT CO	POWER SERVICE	20.91	20.91
92020919	KC POWER & LIGHT CO	POWER SERVICE	570.60	570.60
93710919	KC POWER & LIGHT CO	POWER SERVICE	63.07	63.07
97790919	KC POWER & LIGHT CO	POWER SERVICE	17,018.07	17,018.07
99780919	KC POWER & LIGHT CO	POWER SERVICE	49.82	49.82

149 checks in this report.

Grand Total All Checks: 835,059.04

CITY OF LEAWOOD
Check Date 09/11/2019
Ordinance 2019-36

Final Check List

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103137	10ZIG TECHNOLOGY INC	10ZIG TERMINALS	2,355.45	2,355.45
103138	2448 PRODUCTIONS LLC	VIDEO PRODUCTION FOR NORTH LOOP 6/1/19	500.00	500.00
103139	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	1,258.89	1,258.89
103140	ACUSHNET CO - TITLEIST	GOLF SHOP MERCHANDISE	341.26	341.26
103141	APAC KANSAS INC	LANDFILL FEE LANDFILL FEE	885.50 605.00	1,490.50
103142	APWA	PUBLIC WORKS INSTITUTE, MODULE IV :	1,000.00	1,000.00
103143	AT&T INTERNET	CABLE	97.68	97.68
103144	BLUE VALLEY GOODYEAR	VEHICLE OPERATIONS/MAINT	425.68	425.68
103145	BOUND TREE MEDICAL LLC	TRAINING	320.78	320.78
103146	CARQUEST AUTO PARTS	MATERIALS & SUPPLIES	39.99	39.99
103147	CARTER WATERS LLC, THE	MATERIALS & SUPPLIES BLDG./GROUND SUPPLIES	210.42 179.13	389.55
103148	CENTRAL POWER SYSTEMS & SER	VEHICLE MAINTL. OPS	1,453.82	1,453.82
103149	CENTRAL SALT	ROAD SALT FOR WINTER SEASON ORDERING ROAD SALT FOR WINTER SEASON ORDERING	1,490.86 1,481.66	2,972.52
103150	CERTIFRESH CIGAR	CIGARS	484.50	484.50
103151	CHARLESWORTH CONSULTING LLC	CONSULTING FEE - INSTALLMENT 9 OF 12	500.00	500.00
103152	CONCRETE MATERIALS INC	MATERIALS & SUPPLIES MATERIALS & SUPPLIES	360.00 360.00	720.00

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103153	CONRAD FIRE EQUIPMENT INC	UNIFORMS	42.00	42.00
103154	CORPORATE ARMOR TECH LLC	SWITCHES FOR GOLF AND FIRE	2,982.71	2,982.71
103155	CORPORATE HEALTH KU MEDWEST	PRE-EMPLOYMENT TESTS FIRE PHYSICAL (ANNUAL) FFRTW/HEP B	575.00 406.00 198.00	1,179.00
103156	CZINEGE, NANCY	LODGE REFUND REQUEST - N.CZINEGE	250.00	250.00
103157	DANKO EMERGENCY EQUIPMENT CO	CAPITAL IMPROVEMENT	5,175.35	5,175.35
103158	DOCUMART INC	RECRUITMENT CARDS	85.00	85.00
103159	DREXEL TECHNOLOGIES	ANNUAL SERVICE FOR CUTTER-PLOTTER, ANNUAL SERVICE FOR CUTTER-PLOTTER,	119.61 82.21	201.82
103160	EMPLOYERS RESOURCE LLC	8/20 LEADERSHIP TRAINING	150.00	150.00
103161	EXCEL LINEN SUPPLY	LINEN CLEANING LINEN CLEANING	154.24 3.75	157.99
103162	FAGAN COMPANY, THE	BUILDING MAINTENANCE SERVICE	553.80	553.80
103163	FOLDS OF HONOR	PATRIOT DAY DONATION-IH GOLF	346.00	346.00
103164	FORCE AMERICA LLC	PILOT FEE FOR GPRS USA	90.00	90.00
103165	FUN EXPRESS	MATERIALS & SUPPLIES	105.35	105.35
103166	GALLS LLC	ACADEMY UNIFORM SHIRT NAME PLATE	50.98 16.20	67.18
103167	GEORGE K BAUM & COMPANY	FIN ADVISORY FEES, 2019-1,A	45,000.00	45,000.00
103168	GEVEKO MARKINGS INC	MATERIALS & SUPPLIES	966.26	966.26
103169	GRAINGER INC	UNIFORM/CLOTHING	152.82	152.82
103170	GT DISTRIBUTORS INC	PATROL TRAINING SUPPLIES	89.98	89.98

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103171	GUNTER PEST MANAGEMENT INC	PEST SERVICES	125.00	
		PEST SERVICES	55.00	
		PEST SERVICES	50.00	
		PEST SERVICES	50.00	280.00
103172	HELENAAGRI ENTERPRISES LLC	BLDG./GROUND SUPPLIES	584.00	584.00
103173	HEN HOUSE BALLS FOOD STORES	MEETING EXPENSE - 9/6 STAFF MTG	42.49	
		TRAINING ROOM SUPPLIES	14.96	57.45
103174	HILLMAN, WILLIAM COOPER	THE FIRST TEE FALL SESSION AUG 27-29	48.00	48.00
103175	IMAGEMASTER LLC	PRINT OFFICIAL STMT, 2019-A,1 ISSUES	750.00	750.00
103176	JO CO WASTEWATER	WASTEWATER SERVICE	70.73	
		WASTEWATER SERVICE	16.15	86.88
103177	KANSAS BUREAU OF INVESTIGATION	COURT LABORATORY FEES	400.00	400.00
103178	KANSAS CITY FIRST AID LLC	FIRST AID KIT	493.20	493.20
103179	KANSAS CITY FREIGHTLINER SALES	VEHICLE OPERATIONS/MAINT.	667.07	667.07
103180	KANSAS CITY GOLF ASSOCIATION	GHIN HANDICAP SERVICE	264.00	264.00
103181	KANSAS GENERAL WIRE SUPPLY CO	FENCING MATERIALS	1,512.56	1,512.56
103182	KANSAS STATE TREASURER	REGISTRAR FEES, 2019-A	2,080.00	2,080.00
103183	KANSAS STATE TREASURER	REGISTRAR FEES, 2019-1	580.00	580.00
103184	KAT NURSERIES	BLDG./GROUND SUPPLIES	864.27	864.27
103185	KNIFE MAN, THE	KNIFE SERVICE	45.00	45.00
103186	KONICA MINOLTA BUSINESS SOL	COPY MACHINE MAINTENANCE	1,855.60	
		COPY MACHINE MAINTENANCE	54.92	1,910.52
103187	LAWSON PRODUCTS INC	MATERIALS & SUPPLIES	385.62	385.62
103188	LEAWOOD FINE ART	SECURITY INSTALLATION	80.00	80.00

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103189	METAL BY THE FOOT INC	MATERIALS & SUPPLIES	101.13	
		MATERIALS & SUPPLIES	17.74	118.87
103190	MICRO CENTER AR	MATERIALS & SUPPLIES	189.99	189.99
103191	NEXT TO NATURE LANDSCAPE LLC	PARKS TRAFFIC MEDIAN MOWING CONTRACT	9,176.00	9,176.00
103192	OBIJI, MISHEA	CLEANING	100.00	100.00
103193	O'REILLY AUTO PARTS	EQUIP. MAINT. SUPPLIES	114.25	
		UNIFORM/CLOTHING	101.39	
		VEHICLE OPERATIONS/MAINT.	58.96	
		EQUIP. MAINT. SUPPLIES	45.90	
		EQUIP. MAINT. SUPPLIES	24.82	
		EQUIP. MAINT. SUPPLIES	-24.82	320.50
103194	PARKER, JASON	TRAINING	127.00	127.00
103195	PEPSI BEVERAGES COMPANY	PEPSI PRODUCTS FOR AQUATIC CENTER	637.56	637.56
103196	PEPSI BEVERAGES COMPANY	BEVERAGES	611.16	611.16
103197	PET CREMATION SERVICES	ANIMAL CREMATIONS	180.00	180.00
103198	PHILLIPS III, FRED	THE FIRST TEE SPRING SESSION SEPT 4-5	112.50	112.50
103199	PROFESSIONAL TURF PRODUCTS	EQUIP. MAINT. SUPPLIES	29.07	
		EQUIP. MAINT. SUPPLIES	23.03	52.10
103200	Q4 INDUSTRIES LLC	MATERIALS & SUPPLIES	994.41	
		MATERIALS & SUPPLIES	548.20	
		MATERIALS & SUPPLIES	67.68	1,610.29
103201	RANCH MART ACE HARDWARE	MATERIALS & SUPPLIES	33.98	
		MATERIALS & SUPPLIES	30.36	
		MATERIALS & SUPPLIES	8.78	73.12
103202	REED, KEVIN	TRAINING	127.00	127.00
103203	REGIONAL JUSTICE INFORMATION	LEWEB SUBSCRIPTION FEE	87.01	87.01

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103204	REINDERS INC	4 PALLETS OF FESCUE GRASS SEED BLDG./GROUND SUPPLIES	2,500.00 693.14	3,193.14
103205	REINHART FOODSERVICE	PREPARED FOOD	775.82	775.82
103206	ROMA BAKERY	PREPARED FOOD PREPARED FOOD	92.40 46.20	138.60
103207	RU2 SYSTEMS INC	PATROL EQUIPMENT SUPPLIES	43.25	43.25
103208	SCNS SPORTS FOOD INC	PREPARED FOOD	79.20	79.20
103209	SHRED-IT USA LLC	SHREDDING SERVICE	296.40	296.40
103210	SIPPLE, KAY L	PAYMENT FOR 2019 YOGA CLASSES	2,135.25	2,135.25
103211	SITEONE LANDSCAPE SUPPLY LLC	BLDG./GROUND SUPPLIES	648.08	648.08
103212	SPRAYER SPECIALTIES INC	EQUIP. MAINT. SUPPLIES	12.68	12.68
103213	STAPLES BUSINESS ADVANTAGE	EXPENDABLE EQUIP - FAX MACHINE 2ND FLR MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIAL & SUPPLIES OFFICE SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES	157.92 149.04 123.67 118.33 39.98 32.88 21.81	643.63
103214	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE YARD WASTE TIP FEE YARD WASTE TIP FEE YARD WASTE TIP FEE YARD WASTE TIP FEE	45.00 40.00 30.00 24.00 20.00	159.00
103215	SUMMIT TRUCK GROUP	VEHICLE OPERATIONS/MAINT.	39.86	39.86
103216	SYSCO FOOD SERVICE OF KC INC	PREPARED FOOD	525.84	525.84
103217	TIDE DRY CLEANERS	UNIFORM CLEANING	13.12	13.12

Final Check List

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103218	TIME WARNER CABLE	CABLE	33.07	33.07
103219	TOMPKINS INDUSTRIES INC	MATERIALS & SUPPLIES EQUIP. MAINT. SUPPLIES	56.73 35.20	91.93
103220	TOWN & COUNTRY BLDG SERVICES	CLEANING SERVICES @ JC BLANKET PO TO COVER ANNUAL BUILDING 9/1/2019 SEPT CLEAN - LOWER LEVEL 9/1/2019 SEPTEMBER CLEAN	4,950.00 1,280.00 950.00 695.00	7,875.00
103221	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL INVESTIGATIVE SERVICES	50.00	50.00
103222	TROON GOLF LLC	MANAGEMENT FEES - TROON 2019 COOP MKTG & SERVICES TROON 2019 CENTRALIZED SERVICES TROON 2019 PLAYERS 1ST INC SUBSCRIPTION	9,292.24 1,625.00 1,129.27 171.00	12,217.51
103223	WALKER TOWEL & UNIFORM SERVICE	MAT CLEANING MAT CLEANING	104.71 57.96	162.67
103224	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL RECYCLING SERVICE TRASH DISPOSAL TRASH DISPOSAL TRASH DISPOSAL TRASH DISPOSAL	326.90 295.99 283.77 265.74 173.54 49.00	1,394.94

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103225	WATER DISTRICT 1 JO CO	WATER SERVICE	5,323.58	
		WATER SERVICE AT JC	3,281.06	
		WATER SERVICE	3,102.18	
		WATER SERVICE	2,278.73	
		WATER SERVICE	2,162.97	
		WATER SERVICE	1,747.30	
		WATER SERVICE	442.75	
		WATER SERVICE	382.29	
		WATER SERVICE	125.18	
		WATER SERVICE	64.90	
		WATER SERVICE	55.43	
		WATER SERVICE	25.10	
		WATER SERVICE	25.10	
		WATER SERVICE	19.91	19,036.48
103226	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	94.98	94.98
103227	WESSPUR TREE EQUIPMENT INC	MATERIALS & SUPPLIES	418.36	418.36
103228	WEX BANK	MOTORCYCLE FUEL	208.00	208.00
103229	WIEDENMANN INC	2019 PATRICIAN WOODS STORMWATER PROJE(278,881.31	278,881.31
103230	WORLD FUEL SERVICES INC	BLANKET PO FOR 2019 FUEL EXPENSES:	15,958.68	15,958.68
2600919	KC POWER & LIGHT CO	POWER SERVICE	35.51	35.51
3140919	KC POWER & LIGHT CO	POWER SERVICE	38.58	38.58
3380919	KC POWER & LIGHT CO	POWER SERVICE	278.58	278.58
5090919	KC POWER & LIGHT CO	POWER SERVICE	141.06	141.06
6040919	KC POWER & LIGHT CO	POWER SERVICE	64.04	64.04
6240919	KC POWER & LIGHT CO	POWER SERVICE	27.48	27.48
6400919	KC POWER & LIGHT CO	POWER SERVICE	122.10	122.10
6540919	KC POWER & LIGHT CO	POWER SERVICE	38.96	38.96

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
8380919	KC POWER & LIGHT CO	POWER SERVICE	385.48	385.48
14100919	KC POWER & LIGHT CO	POWER SERVICE	185.69	185.69
16170919	KC POWER & LIGHT CO	POWER SERVICE	214.32	214.32
12030919	KC POWER & LIGHT CO	POWER SERVICE	33.37	33.37
10420919	KC POWER & LIGHT CO	POWER SERVICE	21.27	21.27
18830919	KC POWER & LIGHT CO	POWER SERVICE	59.77	59.77
19120919	KC POWER & LIGHT CO	POWER SERVICE	34.34	34.34
14340919	KC POWER & LIGHT CO	POWER SERVICE	148.81	148.81
15430919	KC POWER & LIGHT CO	POWER SERVICE	37.13	37.13
15520919	KC POWER & LIGHT CO	POWER SERVICE	19.61	19.61
13130919	KC POWER & LIGHT CO	POWER SERVICE	143.80	143.80
16510919	KC POWER & LIGHT CO	POWER SERVICE	48.62	48.62
18900919	KC POWER & LIGHT CO	POWER SERVICE	128.52	128.52

115 checks in this report.

Grand Total All Checks: 443,891.39

Regular Meeting

THE LEAWOOD CITY COUNCIL

September 3, 2019

Minutes

DVD No. 447

The City Council of the City of Leawood, Kansas, met in regular session in the Council Chambers, 4800 Town Center Drive, 7:30 P.M. on Tuesday, September 3, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: None

Staff Present: Scott Lambers, City Administrator	Patty Bennett, City Attorney
David Ley, Public Works Director	Chief Troy Rettig, Police Department
Chris Claxton, Parks & Recreation Director	Dawn Long, Finance Director
Mark Tepesch, Info. Services Specialist III	Ross Kurz, Info. Services Director
Nic Sanders, Human Resources Director	Chief Dave Williams, Fire Department
April Bishop, Cultural Arts Coordinator	Ashlee Tomasic, Asst. City Attorney
Debra Harper, City Clerk	Cindy Jacobus, Asst. City Clerk

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

1. **PLEDGE OF ALLEGIANCE** – Led by First Class and Star Rank Scouts from Troop 91.
2. **APPROVAL OF AGENDA**

Mayor Dunn pointed out the agenda had been amended where shown by asterisks in Agenda Item 9. and Agenda Item 11. In addition, a Bike-Walk Leawood committee referral would be made by Councilmember Chuck Sipple under Councilmembers’ Report, Agenda Item 9.C.

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

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

5. PRESENTATIONS/RECOGNITIONS Introduction of Assistant City Attorney, Ashlee Tomasic

Ms. Bennett stated she was excited to have Ms. Tomasic on-board. Ms. Tomasic will be responsible for a number of tasks in the Legal Department including assisting the Board of Zoning Appeals, Prosecutor Ms. Marcy Knight and Municipal Court.

Ms. Tomasic stated she looks forward to growing her skills and knowledge, being a prosecutor only for the City of Lenexa for the past six years. She confirmed to Mayor Dunn her immediate and extended family have many members in the legal field, in both Kansas and Missouri.

Mayor Dunn expressed delight that Ms. Tomasic had joined the City and looked forward to working together; Ms. Bennett agreed.

Introduction of Johnson County Mental Health Co-Responder, Heather Mason

Police Chief Troy Rettig gave a brief history of the City's involvement in the co-responder program, thanking the Governing Body for its early advocacy in 2017. The co-responder program began with nine cities. The program was modified to improve service and it was determined Leawood would share a to-be-hired resource with Prairie Village. He stated that Jessica Murphy, Ms. Mason's Supervisor at the Johnson County Mental Health Center, was in attendance.

Ms. Mason stated she previously was with Jackson County. She was hired by Johnson County on June 17 and underwent training until mid-July. Her first solo call was in August. Mayor Dunn stated that both Leawood and Prairie Village are grateful; there should be ample work to keep busy.

Councilmember Cain asked how sharing of time would be handled and for the total number of Johnson County co-responders. Ms. Mason stated she was not "on-call", but scheduled. She would work Mondays and Tuesdays from 2:00 P.M. to 10:00 P.M., with one day at Leawood and one at Prairie Village, Wednesdays from Noon to 8:00 P.M. will rotate between Leawood and Prairie Village, and Thursdays and Fridays from 9:00 A.M. to 5:00 P.M. will be a day each in Leawood and Prairie Village. This schedule would provide for two or three days a week based in each Police Department. If a city needs her and she is at the other City and available, she will respond. She stated there are approximately 12 co-responders in Johnson County and their number is growing. Lenexa, northeastern area cities and the Sheriff have co-responders, and Overland Park and Olathe each have two co-responders.

Councilmember Cain shared that she had been personally touched by suicides in Johnson County just yesterday. She is grateful to have suicide prevention as a 2019 Governing Body goal and to know about the upcoming "Speak Up" walk. The number of suicides is staggering and growing, and more needs to be done. Ms. Mason offered sympathy and agreed the situation is eye-opening. She stated co-responders strive to provide help and resources to those who experience, as they are at higher risk for suicide as a result.

Councilmember Filla asked how a greater demand was perceived, how office time is handled between calls, and if resources are available for all as a “hotline” or only for impacted families. Chief Rettig stated the need is very apparent compared to when he started in law enforcement 26 years ago. Today, an unbelievable amount of calls involve mental health. He stated outside agencies are looking at the Johnson County program, being at the forefront to better serve citizens. Ms. Mason provides training and resources to the department.

Councilmember Sipple asked if Ms. Mason would work via telephone or in person. Ms. Mason stated she would go on calls, always with an officer, to personally assess the situation to determine any hospitalization, safety planning in the home and outpatient services; she can make involuntarily committals. Officers accompany her to the hospital, which may take hours.

Ms. Mason stated she monitors police calls and call documentation includes a check-box to indicate if there is a mental health component. Besides calls, she offers training and provides resources. Follow-up is initially done by telephone, but travels to the residence as needed with an officer, leaving a contact card and Johnson County Mental Health information if necessary. Her days are filled as a large amount of time is spent on resource “back work”; reducing barriers to obtain the exact resource needed. As a Johnson County contractor, she has peer support and access to County mental health databases.

Ms. Mason confirmed to Mayor Dunn she also covers Mission Hills, along with Prairie Village and Leawood. Mission Hills is policed by Prairie Village.

Mayor Dunn stated the City was fortunate to have 50% of Ms. Mason’s time, and she thanked her for attending the meeting. She also thanked Chief Rettig for his advocacy of this important program, noting Chief Rettig has been honored by Johnson County United Community Services for his work.

6. SPECIAL BUSINESS

Appointment of voting delegates to Kansas League of Municipalities Cities

- A. Councilmember Mary Larson, Voting Delegate
- B. Mayor Peggy Dunn, Alternate Voting Delegate

Mayor Dunn stated the league’s annual conference would be October 12 through October 14, 2019, and she thanked Councilmember Larson for agreeing to attend as a voting delegate. If others wish to attend, please inform her as soon as possible, as registration is required.

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

7. CONSENT AGENDA

Consent agenda items have been studied by the Governing Body and determined to be routine enough to be acted upon in a single motion. If a Councilmember requests a separate discussion on an item, it can be removed from the consent agenda for further consideration.

- A. Accept Appropriation Ordinance Nos. 2019-32, 2019-33 and 2019-34
- B. Accept minutes of the April 3, 2019 Public Works Committee meeting
- C. Approve Mayor Appointment of Dr. Shelley Bhattacharya to Sustainability Committee for a 2-year term ending in 2021

- D. **Resolution No. 5246**, approving and authorizing the Mayor to execute a Professional Service Agreement in the amount of \$16,100.00 between the City and Continental Consulting Engineers pertaining to installation of the art piece ‘Inspiration’
- E. **Resolution No. 5247**, approving and authorizing the Mayor to execute a Reciprocal Investigation Intergovernmental Local Agreement between the City and the Eastern Kansas Multi-County Task Force to assist respective personnel in fire and explosion investigations, and rescinding Resolution No. 5063
- F. Approve purchase in the amount of \$199,449.70, from Key Equipment & Supply Company, for [1] Elgin Broom Badger Street Sweeper
- G. Approve purchase in the amount of \$23,080.00, from Overbilt Trailer Company for [1] Trailer
- H. Municipal Court Monthly Report - July
- I. Police Department Monthly Report - July
- J. Fire Department Monthly Report - July

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

Councilmember Harrison requested Consent Agenda Item 7.F. be pulled.

Mayor Dunn requested Consent Agenda Item 7.I. be pulled.

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

- 7.D. **Resolution No. 5246**, approving and authorizing the Mayor to execute a Professional Service Agreement in the amount of \$16,100.00 between the City and Continental Consulting Engineers pertaining to installation of the art piece ‘Inspiration’

Ms. Claxton confirmed to Councilmember Filla the proposed agreement cost included \$4,000 for bid document preparation, to advertise and bid, which includes building parameters such as footing, foundation and uplighting.

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

- 7.F. Approve purchase in the amount of \$199,449.70, from Key Equipment & Supply Company, for [1] Elgin Broom Badger Street Sweeper

Mr. Ley confirmed to Councilmember Harrison the proposed purchase would be for an additional street sweeper, not a replacement. He stated the existing street sweeper is scheduled for replacement in five years.

Councilmember Harrison asked if streets would be swept more frequently and how staffing could accommodate if the additional sweeper was approved. Mr. Ley confirmed, stating sweepers operate mainly in the Spring and Fall and one Action Crew Member would be moved to the Stormwater Crew as needed.

Councilmember Cain asked how often streets are swept. Mr. Ley stated the number of times varies by street type, but he estimated a street is swept an average of eight times per year. He did not recall the tonnage of material collected.

Councilmembers Harrison suggested information about the new street sweeper, the street sweeping process and what residents can expect and should do/not do, be posted on the City's website and on social media. Mayor Dunn pointed out the Scouts in the audience might share what they heard with their troop.

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

7.I. Police Department Monthly Report - July

Per Mayor Dunn's request, Chief Rettig provided an explanation of "...fully transitioned to Cry Wolf for its false alarm reduction program coordination." He stated Cry Wolf software had been used for many years to manage the alarm program, and since the retirement of Alarm Coordinator Jim Cogswell earlier this year the department desired to enhance the program's use. Cry Wolf will be tasked initial alarm registrations and collection of penalties for excessive alarm calls. All alarm program money would be handled by Cry Wolf, with the City and Cry Wolf each receiving payments of 50%. He confirmed to the Mayor the City will no longer conduct an "alarm school" for citizen education.

Mayor Dunn congratulated Chief Retting on the great crime reduction statistics listed on Page 2 of the report.

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

8. MAYOR'S REPORT

- A. We extend sincere sympathies to the family of Leawood Public Works Director David Ley on recent passing of his father, Bill Ley. Condolences also to former Public Works Director Joe Johnson on the passing of his mother, Helen Cline.
- B. Attended the Governors Summit for Regional Collaboration hosted by the Greater Kansas City Chamber of Commerce where both Governor Laura Kelly and Governor Mike Parson signed a truce ending the longstanding economic border war between Kansas and Missouri. Councilmember Chuck Sipple and Leawood Chamber President Kevin Jeffries were also in attendance.
- C. Thank you to Councilmember James Azeltine for standing in for me at the ribbon cutting ceremony for the grand opening of the new office building of Prevail Innovative Wealth Strategies located in the Plaza Pointe Office Complex. We congratulate them on their rapid growth and wish them continued success.
- D. Attended a special meeting of the Civic Council of Greater Kansas City with other regional mayors to hear a presentation on the future direction of KC Rising. KC Rising is a collaborative, regional effort launched in 2015 to ensure the Kansas City region is economically prosperous for all. The annual goal is being in the top ten of our peer 30 regions on three long-term measures: regional GDP, number of quality jobs and median household income.
- E. Councilmembers Chuck Sipple and Lisa Harrison joined me at the Blue Valley Educational Foundation breakfast where Leawood Rotary Member Ken Selzer and his wife Deb Grimes received the "Best of Blue Valley Hall of Fame" award. Congratulations to them both.

- F. I had the pleasure of meeting with a student delegation from I-Lan, Taiwan's Lan-Yang Girls Senior High School who are here visiting for the third year in a row due to their sister-school relationship with Blue Valley North. Photographs that were shared with students were shown in a brief PowerPoint presentation.
- G. I would like to pass an article from the August 30, 2019 Kansas City Business Journal featuring two gentleman with "tech talent", who found seven out of 10 persons they spoke with in their resident network that said, "You should really move to Kansas City." They chose to come and live in Kansas City about six years ago, and their favorite place is I-Lan Park. The article features the gentlemen in a full-view photograph of the I-Lan pagoda.
- H. Councilmember Mary Larson and I had the pleasure of walking in the Leawood Rotary 5K Labor Day Run. Councilmember Rotarian Lisa Harrison served as Co-Chairman, and Councilmember Rotarians Jim Rawlings and Chuck Sipple hosted the 400 runners/walkers. It was a very successful fundraiser and beautiful weather.
- I. Thanks to Councilmember Lisa Harrison for volunteering to serve on the Johnson County Affordable Housing Task Force coordinated by United Community Services of Johnson County.
- J. Congratulations to Ironhorse Advisory Board member Leo Morton on the "Hole In One" at Ironhorse Golf Course.
- K. Congratulations to Chief Troy Rettig and the Leawood Police Department on recent ranking from BackgroundChecks.org finding Leawood the Number One Safest City in Kansas!
- L. Reminder the Leawood Arts Council presents the Art Gallery Crawl, September 13, 2019, from 5:30 P.M. to 8:00 P.M. There will be five participating galleries: 2010 Gallery, Epsten Gallery, Eva Reynolds Fine Art, Gallery V and Leawood Fine Art. More detailed information is available on the City's website.

9. COUNCILMEMBERS' REPORT

A. Councilmember Cain- Naming of art piece, Walking Woman sculpture

Ms. Bishop stated sculptor Michael Stutz was asked for three potential names for the piece, and name suggestions were also taken from the general public. The Selection Panel reviewed the names received, selected three and presented these to Arts in Public Places Initiative [APPI] and Arts Council. The first choice was "Walking Woman", second choice was "Green Queen" and third choice was "Spirit of the Trail".

Councilmember Cain shared the sculptor stated he always referred to the piece as "Walking Woman" during design, so that name was recommended. Mayor Dunn stated the sculptor had shared with her the same strongly felt comments about the name.

Mayor Dunn thanked Ms. Bishop and Ms. Blessing for their attendance.

A motion to approve Agenda Item 9.A. for name "Walking Woman" was made by Councilmember Cain; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

B. Referral to October 2, 2019 Public Works Committee to review the 135th Street Corridor Impact Fee and South Leawood Transportation Impact Fees

Councilmember Osman stated the Public Works Committee and the Public Works Department has been quite active for the past four or five months and the Public Works Committee needs to schedule review of the fees prior to presenting recommendations to the Council.

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

C. Councilmember Sipple- Referral to Bike-Walk Leawood, regarding request for crosswalk at 89th and Lee Boulevard

Councilmember Sipple stated he received a lengthy email last week from a husband and wife who live near 89th Street and Lee Boulevard. The email stated about 20 children on the east side of Lee Boulevard wish to ride their bicycles to school on the west side of Lee Boulevard, and expressed concern about crossing safety. Councilmember Sipple stated potential visible safety measures could be reviewed at the next Bike-Walk Leawood committee meeting scheduled for October 9, 2019, and then Bike-Walk Leawood committee recommendation made to the Public Works Committee.

Mayor Dunn pointed out the next Public Works Committee meeting is scheduled prior to October 9, and she asked if timing of committee meetings would be problematic, especially if this would need to be part of the engineering contract for Lee Boulevard. Mr. Ley stated the agenda for the November Public Works Committee meeting is full, but this could be placed on their December agenda. Possibilities include striping or a flashing beacon, which could be added to design near the end of the project so timing of committee meetings should not have a negative impact. Mayor Dunn pointed out that after committee meetings, any recommendations would need to be brought to the Governing Body.

Mayor Dunn, Councilmember Sipple and Mr. Ley stated agreement to timing.

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

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT

Chief Troy Rettig - City - Ring “Doorbell/Spotlight” - Citizen partnership, equipment purchase incentive program, \$15,000

Chief Rettig stated for a recent call to the City Administrator’s neighborhood, a neighbor had a “Ring Doorbell”, software/equipment that can provide video. Mr. Lambers and he has discussed the benefits of having more of these “eyes and ears” systems throughout the City. The quality of camera is very good. Several years ago the City launched the “Capture” program with limited success, and Ring’s capabilities are far above those of Capture.

Chief Rettig stated Ring offers an incentive program whereby the City would contribute \$50, Ring would contribute \$50 and single family residence owner would pay the rest of cost for Ring doorbell/spotlight camera video equipment. Residents would voluntarily participate and register through the Ring software app. Ring has established privacy measures which err on the side of caution. Only Ring would know who participates/has the Ring system. Police would access a Ring portal, place a “geo-fence” over an area and citizens could check their system and provide video, if they wish, for suspicious activity. The proposed \$15,000 of City funding could add 300 systems in Leawood.

Councilmember Filla inquired about system price, if locations would be scattered throughout the City and if there are other camera vendors. Chief Rettig estimated the Ring doorbell camera system costs about \$300; cost of spotlight camera was not known. Mr. Lambers stated locations would not be chosen or known, but program participation would be first-come, first-serve, with funding from the Public Safety Fund. He stated having video from several adjacent or a cluster of residences would be very beneficial. Chief Rettig stated the City would maintain the Capture, but hopes that residents would move to the Ring. Ring is the leader in this technology, but Nest is another camera company and takes part in Capture.

Councilmember Larson asked if residents would be able to purchase Ring equipment at vendors other than Ring. She stated that Costco sells the basic camera system for \$150 and the spotlight camera system for \$250. Chief Rettig stated participants were free to purchase their style of equipment from a vendor of their choice. They would be provided one code per household; Ring performs address verification.

Councilmember Larson shared the system is motion-activated and sensitivity can be adjusted to decrease the number of alerts issued, but decreased sensitivity may reduce benefit to the Police. She supports the program as there is the possibility to boost ability to detect crime, but there may need to be some minor modifications.

Mr. Lambers stated residents could determine the sensitivity of their own systems. The City would only provide subsidy on a first-come, first-serve basis, and Ring and the resident would be responsible for the rest of the program. The program would be emphasized as a three way partnership: City public, Company private and Resident private. Funding would be through a City budget amendment. If approved, the program would start immediately and budget amendment presented at the September 16 or October 7 Governing Body meetings. If there was additional resident interest in the program beyond the initial \$15,000, a request for additional funding could be brought before the Council.

Councilmember Filla asked how long data is maintained after a lockdown is initiated and how does Ring charge for the data or services to generate revenue. Chief Rettig stated that Ring charges for services. Councilmember Larson stated alerts are quickly received and estimated video look-back of at least five days.

Mayor Dunn inquired if other area cities are using Ring. Chief Rettig stated about 400 agencies are working on the Ring portal, but Ring has stated Leawood would be the first city in Kansas to offer an incentive program.

Councilmembers Sipple and Cain asked how information about the program would be distributed. Chief Rettig stated media interest would be expected and Ring participates in media campaigns. Councilmember Sipple suggested a summary incentive document be developed that could be distributed to Home Owner Associations [HOAs] starting as early as Friday morning or next week. Information could also be shared at Fall HOA annual meetings. Mr. Lambers stated the City would utilize social media and City website. He anticipated positive media coverage and that residents would contact the City.

Councilmember Filla asked what criteria would be used to evaluate the initial pilot and what Ring might charge in the future. Mr. Lambers stated criteria would include how quickly the initial \$15,000 was absorbed and a waiting list. To maintain privacy, the City will not be able to provide specific from the system. Privacy concerns, including those raised by the American Civil Liberties Union [ACLU], have been reduced by the way Ring operates. He stated the more eyes on homes, the better.

Mayor Dunn stated that careful thought needs to be given before expanding the program beyond 300 residents. The City typically does not endorse one company and the City is getting involved in commerce. Mr. Lambers stated if another company wishes to participate in a similar manner, they would not be prohibited. The program would be for single-family homes only; there are about 10,000 such households in Leawood.

Councilmember Osman stressed the need for strategic approach, stating \$15,000 is a significant amount, regardless of whether with Ring or another company. A dual marketing roll-out with Ring is very important, with approach similar to that taken for Google Fiber. He referred to a Tweet involving two fast-food chains that garnered massive social media. The City should not just place information on the NextDoor media app or City website, but get all parties to come together in advance and have momentum. The value is security and protection, but this must be handled in the proper way.

Mayor Dunn agreed with Councilmember Filla about having a report provided before moving forward beyond 300 participants and also with Councilmember Osman on the importance of a dual marketing roll-out. First-come, first-serve is also important. She thanked Mr. Lambers and Chief Rettig.

A motion to approve the \$15,000 City funded Ring incentive program was made by Councilmember Cain; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

COMMITTEE RECOMMENDATIONS

12. PUBLIC WORKS COMMITTEE

[from the August 7, 2019 Public Works Committee meeting]

Review design Consultant Selection Process for 2020 Lee Boulevard Improvement Project, from 83rd Street to 95th Street [Project # 72054]

Recommendation: Contract with BHC Rhodes, as sole source to complete design of Lee Boulevard

Councilmember Osman deferred comment to Councilmember Cain.

Councilmember Cain stated the Public Works Committee met on August 7, 2019, and after extensive discussion recommended to continue use of BHC Rhodes for Phase 2 of the project. Although it is atypical for the City to utilize a sole source, cost savings are anticipated because of the vendor's considerable knowledge from Phase 1.

Mr. Ley confirmed to Councilmember Azeltine that contract, cost and fund source will be brought forward at the next Governing Body meeting.

A motion to approve the recommendation in Agenda Item 12. was made by Councilmember Cain; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

13. ARTS COUNCIL

[from the July 23, 2019 Arts Council meeting]

Accept recommendation for relocation of 'Point Defiance' to Ironwoods Park Entrance

Ms. Bishop stated the Council had previously approved a new art-on-loan piece, so the "Point Defiance" bison sculpture currently located on the art-on-loan site west of the City Hall parking lot needs to be moved for site preparation for the new piece to arrive October 1 and October 2. The Arts Council recommends moving "Point Defiance" to Ironwoods Park for its natural and rustic qualities. There are many visitors to the park, Nature Center and cabins, and this was felt to be an appropriate location. Placement would be near, but not exactly at the park entrance, adjacent to Mission Road on a hillside which would provide a nice backdrop and allow the piece to be further elevated since it fairly small. The piece would be lit, but not expected to be visible from Mission Road. The piece was difficult to place, as there is only a small parcel of land available due to park perimeters and sidewalk being adjacent to the road, and there are also utilities and signage in the area.

Councilmember Harrison questioned if consideration had been given to placement with regard to future widening of Mission Road. She stated the City has a responsibility to have public art be as viewable as possible, and many residents do not visit the park. She asked if park signs could be moved now in advance of street widening. Ms. Bishop stated the proposed placement would be about 30 yards from the road, near signage and split-rail fence. Parks would install the piece on a rock shelf where currently rocks protrude. The piece would have a natural base in addition to its current base.

Councilmember Larson stated she viewed the location today and although it may not be seen from Mission Road, it would be seen by park visitors and is a great location for the piece.

Mayor Dunn noted the "Women of the World" sculpture at the Justice Center would be elevated and visible from Town Center Drive, and she hoped the same for this piece. Mr. Lambers inquired about placement on the other side of the park entrance, stating the piece would not be visible by northbound traffic at the recommended location.

Ms. Bishop stated the other side slopes downhill and is the location of a large utility box. She did not believe the piece would be easily visible from either side, from either direction.

Ms. Claxton stated visibility where proposed may be dependent on height of the base and of the rock shelf, but otherwise placement is a matter of preference. Placement on the sloped side would require slightly more work. On either side, the piece would be visible from only one direction, and during the daytime the rust-finished piece will be harder to see.

Councilmember Cain recalled committee discussion was to refrain placement far up on the hill where it may not be seen, but to place the piece where the bison would look like it belonged.

Councilmember Rawlings asked if the placement at the T-shaped intersection of the park drive, with the Lodge on one side and playground on the other side, had been considered. Ms. Claxton stated that would place the piece further within the park, and the Arts Council and Arts in Public Places Initiative wanted to locate the piece in a natural setting rather than in an open space. In either location, viewership would be the same.

Mr. Lambers stated since pedestal and lighting would need to be installed, the location needs to be right and he requested further investigation. Ms. Claxton agreed to requests by Mayor Dunn and Councilmember Sipple for “height pole” and photographic mock-ups of various placements, viewed from entering and exiting the park as well as from Mission Road.

A motion to continue Agenda Item 13. to the September 16, 2019 Governing Body meeting was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

Mayor Dunn requested a cover sheet memo be provided along with mock-ups.

14. OLD BUSINESS – None

15. OTHER BUSINESS – None

16. NEW BUSINESS

- A. Schedule a Governing Body Executive Session on Monday, October 7, 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

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 8-0.

- B. Executive Session immediately following the regular Governing Body meeting for privileged consultation with attorney regarding matters subject to the attorney-client privilege

A motion to recess into Executive Session for 25 minutes for consultation with the City Attorney which would be deemed privileged in the attorney-client relationship pursuant to the attorney-client exception of K.S.A. § 75-4319(b)(2) with open meeting to resume in the Main Conference Room at 9:30 P.M. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.

The Governing Body reconvened into open meeting at 9:30 P.M. in the Main Conference Room.

ADJOURN

There being no further business, the meeting was adjourned.

Debra Harper, CMC, City Clerk

Cindy Jacobus, Assistant City Clerk

Regular Meeting

THE LEAWOOD CITY COUNCIL

August 12, 2019

Minutes

DVD No. 446

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, August 12, 2019. Mayor Peggy Dunn presided.

Councilmembers Present: James Azeltine, Julie Cain, Chuck Sipple, Jim Rawlings, Mary Larson, Debra Filla, Andrew Osman (arrival after Agenda Item 6.F.) and Lisa Harrison

Councilmembers Absent: None

Staff Present: Scott Lambers, City Administrator	Patty Bennett, City Attorney
David Ley, Public Works Director	Chief Troy Rettig, Police Department
Deputy Chief Colin Fitzgerald, Fire Dept.	Dawn Long, Finance Director
Mark Tepesch, Info. Services Specialist III	Mark Klein, Planning Official
Nic Sanders, Human Resources Director	Ross Kurz, Info. Services Director
Richard Coleman, Comm. Services Director	Debra Harper, City Clerk
Chris Claxton, Parks & Recreation Director	Cindy Jacobus, Assistant City Clerk

Others Present: Kevin Jeffries, President, Chief Executive Officer and Director of Economic Development, Leawood Chamber of Commerce
 David Arteberry, Sr. Vice President Kansas/Missouri Public Finance Group,
 George K. Baum & Company,
 Roger Edgar, Executive Vice President Kansas/Missouri Public Finance Group,
 George K. Baum & Company
 Ben Thompson, Director, Gilmore & Bell

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

Mayor Dunn stated revised documentation had been provided for Agenda Items 6.C. through 6.F. and 7.B., and supplemental documentation had been provided for Agenda Items 6.G. and 13.A., and Councilmember Filla would make a report on a Johnson County Community Services presentation under Agenda Item 9., Councilmembers' Report.

Ms. Harper pointed out the agenda had also been amended to state day of Monday rather than Tuesday for the September 16, 2019 meeting in Agenda Item 15.B.

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

3. CITIZEN COMMENTS

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

Mayor Dunn stated the citizen who had signed in to speak on Agenda Item 6.G. would be called upon when the item was reached on the agenda.

4. PROCLAMATIONS – None

5. PRESENTATIONS/RECOGNITIONS – None

6. SPECIAL BUSINESS

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

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

A motion to close the public hearing was made by Councilmember Filla; seconded by Councilmember Sipple. The motion was approved with a unanimous vote of 7-0.

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

Mayor Dunn stated a large amount of hard work is done on the budget throughout the year, including numerous meetings beginning after January and a citizen Finance & Budget Committee meeting in June. She thanked everyone involved.

Councilmember Azeltine stated there had been an article in the Kansas City Star newspaper approximately two weeks ago about the threats and potential catastrophe of plunging sales tax revenue in the State and the “Dark Store Theory”, and he requested an update on the topic.

Mr. Lambers stated if the “Dark Store Theory” becomes reality the City would be impacted, along with other property tax jurisdictions. This is happening across the United States, but the process to final determination will be long. Whether the determination is by the Kansas Supreme Court or beyond, the City will take into account when preparing the budget. It will be unexpected, but not a surprise. Consequences for Leawood will not be as great as for other cities or the County, as the City’s revenue stream is balanced.

Councilmember Azeltine asked if there had been discussion by the Kansas League of Municipalities and any actions that may be taken. Mr. Lambers stated the legislative solution is quite simple. Per State Statute commercial property is assessed at 25% of market value, and if this is then increased by 5%, the appraisal ratio could be raised from 25% to 30% to make revenue neutral and then move forward. Whether the legislature handles in this manner is up to them; the State will also be impacted.

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

Ms. Harper presented a County Certificate for the budget to the Governing Body for signature.

- 6.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]

Mayor Dunn offered congratulations to Finance Director Dawn Long, Budget Manager Kathy Byard, and Financial Advisors Roger Edgar and David Arteberry, on reaffirmation of Leawood's Aaa bond rating and which the City has had for many years now.

Ms. Long stated Financial Advisors Messrs. Edgar and Arteberry from George K. Baum & Company, as well as Bond Counsel Mr. Ben Thompson from Gilmore & Bell facilitated the sale of Temporary Notes and General Obligation Bonds around lunchtime today. Three firms had registered for the Temporary Notes sale, but there were actually five bids received. There were seven bids received for the General Obligation Bonds. Both sales were successful, with good responses. The lowest Temporary Notes net interest cost was 1.187293% and the lowest General Obligation Bonds for refunding true interest cost was 1.885786%, which is a great rate.

Mr. Arteberry expressed pleasure and offered congratulations on the Council's strong financial guidance which supports reaffirmation of the City's Aaa rating recognized by Moody's. He stated the City has completed 11 bond refinancings since 2008 totaling about \$45 Million. The bonds originally carried an interest rate of about 3.99%. As a result the average interest rate decreased to about 1.8%, generating approximately \$2,973,000 Million in savings. The savings from today's refunding was originally estimated to be about \$82,000, but because of the low interest rate the savings will almost double to \$153,689. The City does a good job being diligent and saving significant taxpayer money.

Mr. Arteberry confirmed to Councilmember Azeltine the bid rates are locked, just contingent on approval tonight. T.D. Securities/Ameritrade Bank was best offer for Temporary Notes and UMB Bank N.A. was best offer for General Obligation Bonds.

Councilmember Azeltine questioned why a small portion of the General Obligation Bonds, about \$2 Million are taxable and a large portion, about \$30 Million is not. Mr. Arteberry stated this is due to the nature of the benefits originally financed with the bond issue being refinanced today. Financing included storm water improvements along 117th Street. Many properties north of 117th Street also benefited, but bonds are being paid back by special assessments levied on just Park Place. Councilmember Azeltine summarized stating it was public purpose, but aspects benefitted private entities.

Mayor Dunn thanked Messrs. Arteberry, Edgar and Thompson for their wise and beneficial counsel.

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

- 6.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

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

- 6.E. **Ordinance No. 2954**, authorizing and providing for the issuance and delivery of \$2,435,000 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]

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

- F. **Resolution No. 5234**, prescribing the form and details of and authorizing and directing the sale and delivery of \$2,435,000, 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

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

- G. Discussion and possible adoption of nondiscrimination ordinance: **Ordinance No. 2955C**, 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]

Mayor Dunn stated additional information received from Mr. Robert Groves this week had been distributed and reminded one citizen had signed in to speak on the topic.

Ms. Bennett stated at the prior Governing Body meeting, the Council had asked Staff to bring forward a draft nondiscrimination ordinance. The proposed draft pertains to sexual orientation and gender identify only, as other categories are sufficiently covered by Federal and State law.

Ms. Bennett confirmed several points of content for Councilmember Azeltine, as follows:

1. Nearly all employers have internal policies for complaints and follow-up. The State usually does not become involved except, for example, if an employer requires women to wear only dresses.
2. The City and State could pursue claims concurrently.

3. The Kansas Religious Practices Protection Act was passed in 2014.
4. The City's complaint form will be narrative and should be delivered to the investigator, which is the Chief of Police or designee.
5. Complaint form filed within 60 days is a standard timeline to facilitate best recall of details.
6. If a complaint form was filed by a City employee against the City, an external Human Resources consulting or law firm would be utilized to avoid a perceived conflict.
7. Since investigator determination is an administrative proceeding rather than strict criminal proceeding, requested conciliation by all parties is attempted before going to civil penalty.
8. For ordinance violations, each party bears their own attorney fees. Under some Federal and State laws, some fees might be recouped.

Councilmember Harrison applauded Mr. Groves and the Council for adding the nondiscrimination ordinance to the Governing Body's 2019 Goals. She hoped most people have never experienced discrimination, and she is proud of the City's action.

Councilmember Cain thanked Councilmember Harrison for her pertinent goal suggestions addressing nondiscrimination and suicide prevention. She is proud of the diligent and thoughtful Goal sessions that have resulted in many fabulous things for citizens and resources, most requiring many months of work.

Mr. Shawn Moore, 11520 Canterbury Circle, thanked the Governing Body for all their efforts, including Councilmember Larson who he had contacted. He stated his family moved from New York City five years ago, where he and his spouse had successful careers at downtown Fortune 500 Companies. They desired to raise children in good public schools and not carrying them in subways, and love Leawood and Kansas, but noticed communities lacked nondiscrimination ordinances. Many cities have now added and he appreciates that Leawood will too. Leawood has been rated one of the best places to live in America by many media publications. By passing this ordinance, the City will be mirroring what Fortune 500 Companies have had in place since the 1990s. He stated the U.S. Chamber of Commerce recently published on this topic in April, exploring why Fortune 500 Companies have this policy and actively promote employee diversity through employee affinity groups and in other ways. Doing so allows employees to present their whole-self and employers can attract and retain the best employees. Leawood's ordinance sends the same message to businesses, employees and individuals who are free to identify, date and marry, welcoming all as long as law-abiding and contributing to the City's best. Leawood in keeping in step with the times. He looked forward to passage of the ordinance.

Mayor Dunn thanked Mr. Moore for his advocacy.

Councilmember Osman prefaced his comments with statement they not be misconstrued in meeting minutes and by the media. He stated what was being discussed was truly sad because 60 years ago his grandparents and their friends could not find a home in Kansas because they were Jewish and African-American. Fast-forward to today, there is no State and Federal mandate where there would be far greater impact. Each City is doing its best to recognize what the State and Federal Government is not doing. Leawood has been swift compared to other City Councils. He hoped the City's actions and timing would speak loudly and clearly.

A motion to pass Agenda Item 6.G. was made by Councilmember Larson; seconded by Councilmember Azeltine. The motion was approved with a unanimous roll call vote of 8-0.

7. CONSENT AGENDA

Consent agenda items have been studied by the Governing Body and determined to be routine enough to be acted upon in a single motion. If a Councilmember requests a separate discussion on an item, it can be removed from the consent agenda for further consideration.

- A. Accept Appropriation Ordinance Nos. 2019-28, 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 No. 5235**, 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 No. 5236**, 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 No. 5237**, 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 No. 5238**, 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 No. 5239**, 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 No. 5240**, 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 No. 5241**, 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 No. 5242**, 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 No. 5243**, 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 No. 5244**, 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

Councilmember Azeltine requested Consent Agenda Items 7.B. and 7.P. be pulled.

Mayor Dunn requested Consent Agenda Item 7.J. be pulled for comment.

Councilmember Harrison requested Consent Agenda Item 7.N. be pulled.

7.B. Accept minutes of the June 26, 2019 Stormwater Management Committee meeting

Councilmember Azeltine clarified committee actions taken at the meeting. For the Patrician Woods Stormwater Management Advisory Council [SMAC] project, the City would not reimburse property owners who volunteered easements, but that would not be the policy for future City projects. The committee endorsed and affirmed the City’s new policy of taking easements in 60 days.

Mayor Dunn pointed out modified minutes of the meeting had been distributed to the Council. She stated the new easement policy had been discussed at the last Council meeting which Councilmember Azeltine was unable to attend. She stated easement payments will be evaluated on a case-by-case basis and Mr. Ley is working on a ranking system as part of the policy, because the new policy goes in direct opposition to the City’s historic easement policy.

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

- 7.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

Mayor Dunn pulled the item to state the Fire Department had budgeted \$100,000 as a 2019 Capital Expense line item and an additional \$50,000 came from a personal donation from the Cocherl Family Foundation for the Fire Department's life-saving efforts on behalf of Mr. Cocherl. The Cocherl's were grateful and the City is extremely thankful for their generous gift.

Councilmember Harrison inquired about the locations of the six AED units in the City. Deputy Fire Chief Colin Fitzgerald stated the advanced model units would be carried by the fire trucks. Some AED units are located in City buildings such as City Hall.

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

- 7.N. **Resolution No. 5237**, 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]

Councilmember Harrison stated the road is very bumpy and expressed thanks for the project, and for collaboration with Kansas City; Mayor Dunn concurred.

Councilmember Filla pointed out that J.M. Fahey performed most of the reconstruction work on Ward Parkway and many people on both sides of the State Line were impressed with that project, which was done efficiently and without complications on a busy thoroughfare.

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

- 7.P. **Resolution No. 5239**, 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]

Councilmember Azeltine expressed concern about higher than anticipated cost in change orders, which is typically only 5% to 10%. Mr. Ley stated the project started in 2013, it went before the Stormwater Management Committee and an application was made to the Stormwater Management Advisory Council [SMAC] for 2018 construction. During design it became apparent the sanitary sewer along Wenonga was located in a private easement, not in the right-of-way, so the City had to pay for moving and redesign. The City received additional funding to pay for 75% of that cost. In addition, the storm sewer was relocated to meet the demands of two or three large property owners to minimize impact.

Councilmember Azeltine asked if the City could have better handled to avoid the issues increasing project cost approximately 36%. Mr. Ley suggested the City could have possibly known about the private easement, but not about the demands of the two or three large property owners.

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

8. MAYOR'S REPORT

- A. Offer sincere sympathies for families and friends of former Councilmember, Planning Commissioner and volunteer for a wide variety of roles, of James Taylor and also Paul Barber. Both recently passed away at age 84. Paul, formerly with the Army Corps of Engineers, assisted former Councilmember Lou Rasmussen in drafting of Leawood's Stormwater Ordinance. Sympathies also go to the family of Erin Langhofer, daughter of Church of Resurrection Pastor, who was killed at a First Friday Art Event. Finally, condolences to families and friends of all mass shooting victims in El Paso, Texas, and Dayton, Ohio. A moment of silence was observed.
- B. Agenda packet contains a letter from resident Dr. James Zaar in regard to speeding bicyclists on trails colliding into pedestrians and dogs. I would add skateboarders speeding as well, and respectfully ask for a motion to refer to the Bike/Walk Committee.

A motion for referral to the August 21, 2019 Bike-Walk Committee meeting made by Councilmember Sipple; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

- C. Police Chief Troy Rettig hosted a great retirement celebration for Sgt. Ken Whiteside honoring his 25 years with the Leawood Police Department. Sgt. Whiteside was very involved as a Crisis Intervention Team member, both in Leawood and throughout Kansas. We wish him well as he continues a career in this important field.
- D. Congratulations to Leawood Stage Company Chair Michael Blinn and Cultural Arts Coordinator April Bishop on the seven performances of "Kiss Me Kate," the company's 21st summer musical production. Attendance of 2,500 was good based on the weather. The orchestra featured 21 members plus the conductor, with one member from Leawood, 14 from Johnson County and 7 others. The Stage Company spent a minimum of 300 hours throughout the year in preparation and the musical required approximately 7,490 volunteer hours to make this production a success. Each night there were at least 70 on-site volunteers, with 15 working front and back of the house each night. The talented cast consisted of 30 members, with five from Leawood and others from all over the region. This was a truly cooperative effort.
- E. The Leawood Arts Council is presenting the "Sundays in the Park Concert Series" and began last night with a performance by the 24-musician Leawood Studio Orchestra. All concerts are free and start at 6:00 P.M. and end at 7:30 P.M. in Ironwoods Park. Due to high humidity, last night's performance was moved into the Lodge. The Hills of Leawood is sponsoring the series. The concert series continues on August 18 with Hard@Play, National Park Radio on August 25, and Heat Index on September 1. The series concludes on September 8 with the David Basse Trio.
- F. Leawood has received many awards, with another featured in the 913 section of the July 17 Kansas City Star newspaper. Leawood was ranked the number one City in Kansas in a list compiled by chamberofcommerce.org. The organization ranked cities across the nation based on employment, housing, quality of life, education and health/obesity ratios.

- G. Terrific “Look to Leawood” Fall 2019 edition of the Leawood Chamber’s magazine. The issue showcases our dedicated volunteers as well as our Citizen Police Academy, and features Bette Monson, I-Lan Sister City Committee Chair, on the cover. Congratulations to Kevin Jeffries, Leawood Chamber Chief Executive Officer and Director of Economic Development, and all involved.

9. COUNCILMEMBERS’ REPORT

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

Councilmember Osman stated the Public Works Committee could discuss the retaining wall at their meeting on September 4, 2019, scheduled to start at 7:30 A.M.

A motion for referral was made by Councilmember Osman; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

- B. **Councilmember Osman-** Review list of consultants and evaluate RFQ requests for Mission Road Improvement Project from 133rd to 143rd Street

Councilmember Osman stated the Public Works Committee could review consultants and evaluate RFQ requests for Mission Road also at their meeting on September 4, 2019, scheduled to start at 7:30 A.M.

A motion for referral was made by Councilmember Cain; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

- C. **Councilmember Filla-** Will be speaking to UCS on Thursday, August 22, 2019 at the County

Councilmember Filla stated she would be speaking to alcohol tax providers from 8:30 A.M. to 10:00 A.M. For the benefit of the Governing Body meeting audience, she stated the State collects alcohol tax. The State remands back to the cities and we collectively give a portion of this to our Parks & Recreation budget and to United Community Services. Her presentation will be on what nutrition has to do with it and the biochemistry of addiction and mental health. She stated Ms. Marya Schott, USC Director of Resource Allocation, invites everyone to attend.

Mayor Dunn thanked Councilmember Filla for presenting, stating Councilmember Filla has a great deal of expertise in this area.

10. CITY ADMINISTRATOR REPORT – None

11. STAFF REPORT – None

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]

Councilmember Azeltine stated the Stormwater Management Committee reviewed drainage concerns on July 31, 2019. In the 2000s, the Market Square developer constructed berms on what is now Gezer Park and water moved north. Parks Superintendent Brian Anderson will relocate park irrigation zones to help with standing water concerns. To add this work to the 2022 Mission Road project would be approximately \$110,000, which would be a 5% increase in the estimated total project cost of \$2.2 Million. The proposed project could be funded by the 1/8 cent Stormwater Sales Tax. He thanked Councilmember Harrison for providing a great deal of information on this issue.

Mayor Dunn questioned if the documentation provided in the agenda packet was sufficient to allow Governing Body action. Ms. Bennett stated meeting minutes would document as Public Works moves forward with the project.

Councilmember Sipple requested additional details, questioning if the proposed drainage system would cover the entire north side of Gezer Park or just at 13123 Howe, and noting the area had experienced an exceptionally rainy Spring. Mr. Ley stated the current property owner had purchased the property three years ago and has installed three basement sump pumps, and the owner will still have to address grading drainage issue. He displayed a general vicinity map with 133rd Street along the bottom and Mission Road on the east, depicting two large berms, with the east berm a storm sewer system is already collecting water. The north berm shown in yellow. A red-line indicated the proposed storm sewer.

Councilmember Sipple stated he was agreeable with the Public Works recommendation and resolution as long as this was not a “one-off” situation.

Councilmember Cain stated the property owner has done quite a bit to mitigate the issue, and asked if assistance would be needed to mitigate that impact on other neighboring property owners. Mr. Ley stated the property owner would need to hire an engineer to survey his property, which is rather flat. The City’s storm sewer would be installed and the area regraded for water flow to the storm sewer.

Mr. Ley confirmed to Councilmember Azeltine there has been standing water on the trail, but mostly to the north.

Councilmember Cain stated she was glad the City was able to address a long-term problem for both the property owner and the City.

A motion to approve the addition of the storm sewer system recommendation to the 2022 Mission Road Improvement Project was made by Councilmember Azeltine; seconded by Councilmember Harrison. The motion was approved with a unanimous vote of 8-0.

13. PLANNING COMMISSION

[from the June 25, 2019 Planning Commission meeting]

- A. **Resolution No. 5245**, 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]*

Mayor Dunn pointed out addendum providing the Final Plat for the Regents Park Multi-family Subdivision, inadvertently omitted from the agenda documentation packet.

Mr. John Petersen, Polsinelli PC, 6201 College Boulevard, Suite 500, Overland Park, presented on behalf of Leawood 135 LLC. He stated Mr. Rick Lashbrook and other members of the design team were in attendance. This is first Final Plan and Final Plat for Phase I, essentially the villas, and including completion of 137th Street, additions to 135th Street, construction of Chadwick from 135th Street to 137th Street and pedestrian ways. All 42 stipulations are agreeable.

Mayor Dunn stated there were several things to be done before Governing Body consideration that may require modifications. Stipulation 12 requires the plan for amenity green space to be provided. Mr. Petersen stated the plan had been submitted to Staff. Mr. Klein stated site plans were modified and received showing connecting sidewalks from 137th Street to Mission Road, and location of some benches.

Mr. Coleman clarified the Mayor Dunn's comment was in regard to the Tract D retention area. He stated there were minimal amenity improvements there. After meeting with the applicant, the area ended up being a dry basin of mowed grass with benches and sidewalk along the top perimeter.

Mr. Klein stated in Tract D, the applicant proposes a sidewalk that wraps around and connects to Kenneth Road, and they have a sidewalk going into 137th Street, a five-foot asphalt trail and some benches.

Mayor Dunn questioned if the Staff comment listed at the top of the Staff Report in regard to Stipulation 25 would require modification. Mr. Coleman stated Staff felt it was pertinent that a water truck continue to irrigate landscaping along 135th Street until a permanent in-ground system is installed with future development; Mr. Petersen agreed. Mayor Dunn stated this may need to be codified.

Councilmember Sipple was disappointed in the lack of a water feature on the north side of the duplexes. A hole in the ground is quite a bit less than what could be along 137th Street. Leawood South, Tuscany, Siena and Tuscany Reserve subdivisions north of 137th Street all have successful water features, and the proposed development without a water feature is "plain vanilla."

Mr. Petersen stated the Preliminary Plan approval reflected a swale-type system to hold water during a storm event, but it would not be wet at all times. He displayed a picture of a concept similar to that proposed by the applicant. The applicant is trying to avoid a hole in the ground. Calculations were made on how to include a water feature, but Tract D is not big being only three acres. A water feature that would hold a 100, 50 or 10-year storm would require a deep hole in the ground with top of water surface being 9 ft. below sidewalk and passing vehicles, and the surface would need to be 7,000 sq. ft. He displayed a "slant drawing." A body of water would bring mosquitoes and bugs, and becomes a deterrent rather than brings attractiveness to the neighborhood. There would need to be security features for drop and depth of water, as well as cost to maintain. All Best Management Practices and

Stormwater Management have been met. This is a matter of preference for an area with a gentle grade, Americans with Disabilities Act compliant, that can be used for pets.

Councilmember Harrison asked about the lack of ingress/egress stated in Stipulation 4. Mr. Klein stated this became an issue for 133rd Street before he was with the City. Stipulation 4 was added to ensure direct access by driveways to 137th Street would be prohibited. Councilmember Harrison suggested inclusion of the term “driveways.”

Councilmember Filla noted the swale-type area was sparse of deep-rooted native plantings which would help bio-retention. Mr. Petersen stated headwater of the swale addresses Best Management Practices and Stormwater Management. Mr. Coleman stated there were to have been plantings at the bottom of the swale such as sedge, prairie blazing star and switchgrass. Mr. Petersen stated some open areas for green grass were desired.

Mr. Klein confirmed to Mayor Dunn that only the housing of light fixtures should be visible in Mixed-Use development and commercial downspouts are to be enclosed.

Mayor Dunn requested an estimated project timeline. Mr. Petersen stated there is already interest, but installation of sewers, utilities and streets on-site are needed to activate and further encourage.

Ms. Bennett suggested wording for revised Stipulation 25 in regard to continued irrigation along 135th Street. Mr. Petersen stated he was agreeable to the stipulation.

Mayor Dunn stated with modification an override vote requiring a super-majority to approve would be needed.

A motion to approve Agenda Item 13.A. was made by Councilmember Rawlings; seconded by Councilmember Azeltine. The motion was approved with a vote of 7-1; Nay vote from Councilmember Sipple for development being less than it could be compared to neighbors due to lack of water feature.

[from the July 23, 2019 Planning Commission meeting]

- 13.B. **Ordinance No. 2956**, 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]

Mr. Doug Ubben, Phelps Engineering, stating he appeared on behalf of the applicant, McDonald’s and made a brief presentation. McDonald’s has been updating buildings and is proposing to add second drive-through lane on the back side of the existing building in the southwest portion of the Ranch Mart re-development to increase business. He presented drawings of the Ranch Mart re-development approved in April 2019 that did not include McDonald’s. Traffic flow would remain basically the same. The building façade and roofline would be updated. The mansard roof would be replaced and stucco added above windows. The same brick and glass would be used throughout. He stated signage is not shown on the direction 3-D renderings as signage as submitted as a separate approval.

Mayor Dunn inquired if the proposed plan would utilize the recently approved new landscaping code. Mr. Coleman confirmed and Mr. Ubben stated landscaping would match the existing Ranch Mart plan.

Councilmember Osman stated he was agreeable to the second drive-through lane, but expressed displeasure with the proposed façade update in relation to the Ranch Mart re-development. He pointed out it has taken 10 years of complaints from retailers and patrons to get this point. A fire occurred in the existing building during construction and nothing was done to dress-up the exterior; the building is sterile. The McDonald's in Camelot Court tried to match the rest of that development, and Cosentino's in Ranch Mart has updated its interior. His opinion would be different if this was a stand-alone project. Mr. Coleman stated the colors used are those of McDonald corporate design. The proposed changes will more closely match the overall Ranch Mart design. Councilmember Osman stated that many other companies adapt.

Councilmember Osman confirmed to Mayor Dunn he was aware that Ranch Mart had changed the color of re-development design from white to taupe.

Councilmember Filla thanked Mr. Ubben for participating in changes to allow sidewalks around 95th Street and Mission Road, especially for the school students.

Mr. Lambers confirmed to Councilmember Azeltine that McDonalds and bank were excluded from the Camelot Court Community Improvement District. Mr. Coleman stated the McDonald's in Ranch Mart operates as a franchise under a long-term property lease. Councilmember Azeltine asked Mr. Ubben who would decide if McDonald's participates in a Community Improvement District. Mr. Ubben stated his belief that decision would come from McDonald's corporate level.

Councilmember Sipple asked for a construction timeline and if the store would remain open during construction. Mr. Ubben stated it is hoped construction could start in the Fall and that some stipulations are dependent on Ranch Mart, including recording the plat. The store would remain open, with perhaps drive-through closed down periodically.

Councilmember Rawlings stated that traffic coming off Mission Road to the driveway is a disaster, with vehicles coming from all four directions. Mr. Ubben stated the old curb cut is being moved to the east and would keep visitors from using the curb cut to access the drive-through lane. Vehicles could continue to turn right or left after pick-up. The counter clock-wise traffic flow as it is today would not change.

Mayor Dunn pointed out the Planning Commission was concerned about the loss of escape plan from drive-through, with the addition of a drive-through lane. Mr. Ubben stated there is currently a full traffic lane behind the store, but with two drive-through lanes that would be lost. A Ranch Mart parking lot island cannot be moved, so the best was done with the space available.

Councilmember Rawlings asked where trash trucks and long construction trailers would park. Mr. Ubben stated they would likely park to the east and hopefully not block numerous parking spots. Councilmember Filla pointed out that the defined angled parking spaces in a new island in Ranch Mart to the north may help overall traffic flow.

Mr. Ubben confirmed to Councilmember Sipple that there would be exit only from the northeast corner of the property due to a median.

A motion to pass Agenda Item 13.B. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a roll call vote of 7-1; Nay vote from Councilmember Osman for reasons stated.

13.C. **Ordinance No. 2957**, 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]

Mr. Klein stated a 2016 code change required an applicant be granted signature permission from all owners of the lots directly adjacent to the proposed project, which can hold-up the application. The proposed amendment would remove this requirement, so that applications could come before the Planning Commission and Governing Body for consideration before being stopped. The proposed amendment would not prohibit public hearings, notifications and protest petitions.

A motion to pass Agenda Item 13.C. was made by Councilmember Filla; seconded by Councilmember Osman. The motion was approved with a unanimous roll call vote of 8-0.

D. **Ordinance No. 2958**, 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]

Mr. Klein stated the proposed amendment was in regard to signage criteria for developments. Currently at the time of final rezoning, criteria becomes applicable to all tenants. This worked well at the beginning, when under one developer. As time passes and parcel ownership changes, signage criteria need to be changed and there has been some reluctance by developments to update. The Planning Department compares signage criteria to the LDO and development criteria on-file, and finds many discrepancies. Staff asks for written sign-off by letter to document, but the letters are typically signed without much review and this causes future conflict. For example in 1995, signage criteria was developed for the overall Town Center Plaza which required neon illumination and now LED is used. Some original criteria are not enforced, such as color of signage lettering returns and thickness. The proposed amendment would allow the Governing Body to hear tenant desires and approve deviations to modify criteria for all tenants.

Councilmember Azeltine inquired if there would be a way to enforce. Mr. Klein stated the City provides a copy of the signage criteria for a development. Unfortunately, it has been difficult for the City to obtain amendments to development signage criteria.

Mayor Dunn thanked Mr. Klein for his work in this regard.

A motion to pass Agenda Item 13.D. was made by Councilmember Osman; seconded by Councilmember Filla. The motion was approved with a unanimous roll call vote of 8-0.

14. OLD BUSINESS – None

15. OTHER BUSINESS

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

Mayor Dunn stated the proposed meeting would begin at 7:30 P.M. due to the Executive Work Session that was previously approved at the July 15, 2019 Governing Body meeting for September 3, 2019.

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

B. Schedule a Governing Body Executive Session on Monday, 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

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

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

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

16. NEW BUSINESS – None

ADJOURN

There being no further business, the meeting was adjourned at 9:00 P.M.

Debra Harper, CMC, City Clerk

Cindy Jacobus, Assistant City Clerk

**MINUTES of the
PUBLIC WORKS COMMITTEE**
Meeting held: Wednesday, August 7, 2019
Leawood City Hall- Main Conference Room, 7:30 AM

COMMITTEE MEMBERS PRESENT:

Julie Cain, Vice Chair, Councilmember Ward 4
Lori Ames
Ken Conrad
Abbas Haideri
Todd Harris
Marsha Monica
Jim Rawlings, Councilmember Ward 2

ABSENT:

Andrew Osman, Chair, Councilmember Ward 1
Chuck Sipple, Councilmember Ward 3
Drew Alingh
Chris White

STAFF PRESENT:

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

Chair Osman was unable to attend the meeting.

Vice Chair Cain called the meeting to order at 7:33 AM.

Members and staff introduced themselves.

FIRST ITEM OF BUSINESS (OLD BUSINESS): Review/approve the previous meeting Minutes.

ACTION: Marsha Monica- Motioned to approve the Minutes of the Public Works Meeting held April 3, 2019.
Todd Harris-Seconded the motion to approve the Minutes. All present members were in favor. Motion passed. Minutes Approved.

SECOND ITEM OF BUSINESS (NEW BUSINESS): Review Request from Public Works on the Design Consultant Selection Process for the 2020 Lee Boulevard (83rd to 95th) Project.

David Ley-Last year about this time the Public Works Committee selected BHC Rhodes to design the 1st Phase of Lee Boulevard from 95th to 103rd Street. It is currently under construction and now we are needing to move forward on Phase 2. Staff is recommending typically the process for selecting a firm for a project of this scope, Brian and I would select four firms and then we would meet with each firm individually for about an hour. And they would submit their RFQ (Request for Qualifications). We would bring those to the Committee and the PW Committee would review the RFQ's, rank them and then once you have a firm selected, Brian and I would negotiate the contract with that firm. What we are requesting is to forego that procedure and just negotiate with BHC Rhodes for the Phase 2 project from 83rd Street to 95th Street. Part of that reason is because of the uniqueness of Lee Boulevard. We are widening the roadway two feet, adding bike lanes, adding some storm sewers and make some improvements then adding a ribbon curb.

Jim Rawlings-Did we discuss at the time we selected them, them doing the whole project from 103rd to 83rd? Why did we break it up? Why didn't we do the whole thing at once?

David Ley-We broke it out in phases by year and we were a little concerned if we hired one firm and they did not perform very well on the first phase, then we would be stuck with them for the next phase.

Todd Harris-Is there no policy on sole source selection under this? We have the authority to do that?

David Ley-Yes we can do that. You have the authority as a Committee. You can make a recommendation to the Governing Body and they would then review it and either accept it or not.

Todd Harris-Is there, refresh my memory, we then were going to go from 83rd up to Somerset, is that another phase?

David Ley-That is Phase 3 which will be done in 2021, along with 83rd Street Improvements.

Julie Cain-Might you come make the same recommendation at that point? With Phase 3?

David Ley-I think on Phase 3 we will probably build it with 83rd Street, so we would go out for firms as 83rd Street is going to probably be the driving force on that project. That is a fairly large project.

Julie Cain-Administratively we can do what we are doing here to continue.

David Ley-Yes we have done that on construction projects in the past. On Design/Build projects we've also waived the process.

Julie Cain-Do we have a long history with BHC Rhodes anyway?

David Ley-BHC Rhodes has completed some work in the past, but it has been awhile. Lee Boulevard is the first project they have completed for us probably in the past five years.

Ken Conrad-How large was their contract on the first phase?

Brian Scovill-\$205,000

Ken Conrad-And we think this next one is going to be? Is it about the same distance?

Brian Scovill-Phase 2 is about 50% longer, but their design will not necessarily be 50% larger. We do not feel it is necessary. There is actually some money left on their initial design contract. Roughly \$20,000. They brought the project in, maybe you have read in the notes within, early as far as the design and also under their budget.

Ken Conrad-How much is the construction?

Brian Scovill-\$225,000 is what we anticipate initially with the option of utilizing that \$20,000 from the previous phase for this phase.

Ken Conrad-How far are they on construction?

Brian Scovill-Kissick is doing the construction and they are working on the water line now, percentage wise I'm not sure, we just processed the first pay estimate, but they anticipate having all of the water line work complete within the next three weeks. The contractor is ahead of schedule, over a week.

Abbas Haideri-Were there any complexities that might make this phase different than the previous one?

Brian Scovill-It will be very similar. This project is utilizing a concrete ribbon curb, which BHC Rhodes has helped us identify a solution to how that might be implemented along the project corridor. It is non-standard. I do not know of any cities that have done this although I have seen it. I just do not remember where. A concrete ribbon curb is a concrete edging to the asphalt road. It is not a raised curb per se. It is below grade edging. There is no curb and gutter and it helps hold the edge of the asphalt as a clean line. It will assist with the weed eating and minimizes the chances of asphalt of future mill & overlays to continue to spread into the yards.

David Ley-That was one of the comments over the past couple years that the residents brought to our attention. Residents were upset about the edge cracking and the asphalt ending up in their front yards. So this is one way to solve that problem. It will give them a straight edge for them to maintain up to.

Brian Scovill-It helps the quality of the asphalt on the edge. It gives the rollers something to compact against.

Julie Cain-I would think with the bike lane too, if you do not have the deterioration of the asphalt it will be safer for the bikers, ultimately.

Questions:

Abbas Haideri-Once they get into it do you see potentials for change orders or anything?

Brian Scovill-There is always a chance of something unknown. We have not negotiated their scope or fee yet. We will ask them to provide us a scope and fee based on that portion of the project. It might be more than \$225,000 that we have budgeted but we will have to negotiate what is truly needed for that section.

Ken Conrad-Why do we want to do this?

David Ley-Because they are familiar with the corridor. We can hire another firm but staff time alone to try to select another consultant we will probably end up losing twenty hours by the time we meet with all these firms if we do not select BHC Rhodes and try to bring somebody up to speed. In just the uniqueness of this design it is not a typical section. With BHC familiar with this first phase they are already basically ready to go.

Brian Scovill-Obviously they would have a very convincing proposal based on their experience with the previous phase and they have (in theory) a really high chance of being selected again considering they were successfully under budget, within their schedule and they know the complexities of the area.

Ken Conrad-When is this first project supposed to end construction wise?

Brian Scovill-We anticipate completing all of the construction in November.

Ken Conrad-And when do we anticipate the next phase start?

Brian Scovill-Next spring or early summer.

Ken Conrad-So there is some amount of time. There is no reason to bring the contractor along on this deal either.

Brian Scovill-Correct, not at this point.

David Ley-The construction would go out for bid. We would not recommend just giving it to Kissick (the contractor currently working on Phase 1).

Ken Conrad-From the weather standpoint, wouldn't you want to try to start it sooner? If we are trying to save time and money is there some reason you do not negotiate the construction if they are doing a good job and they are ahead?

Brian Scovill-We have a lot of work with Kissick Construction right now. I don't know.

Ken Conrad-Just asking if we are taking this approach does it carry over? Certainly the timing of the construction and not being in winter would/could easily negate trying to do that.

Brian Scovill-It will take us time to get the plans together to bid or to give to the contractor if we were to give them the contract. Another thing to think about is that the construction contract we will get bids on. If we handed the contract and asked them to provide a price, would they be willing to carry over their unit prices from this last contract? Probably not. In the construction industry right now, prices are going up. Asphalt prices are going up. So there would be some markup if we didn't go for bids. All those factors would play into that decision.

Marsha Monica-Different topic. Is this a precedent or have we done this before?

Abbas Haideri-Would think it is a logical way to move forward however is a little concerned about the perception which is probably why we are discussing this, single sourcing.

David Ley-For construction projects we have done this before. DB-24 Stormwater Project the original construction contract I believe was a couple million dollars for Phase 1 and then we had the same contractor complete Phase 2 without bidding the project. We were so happy with the contractor on Phase 1 we just rolled them in and he was able to provide us the same costs, so we extended that contract. There was a change order for approximately the same amount as the original contract. Then for some buildings at the Public Works Facility the maintenance expansion, that was done (we waived the bidding process for that) and worked directly with Bruner for that. On special circumstances when they are present. In this case we have the Engineer Design Firm. They are familiar with our design standards and it makes a lot of sense to have them do Phase 1 and Phase 2.

Todd Harris-Two part question. The first part is where sole source contract was used before and when it was engineering construction has any other company raised a concern or issue protest to that bid?

And what is the likelihood under this circumstances with a \$200,000-\$250,000 fee would anybody want to raise that protest to the sole source? Do you think that would not happen?

David Ley-We haven't had that in the past. I do not believe it would.

Brian Scovill-Phase 1 was \$1.82 million construction value. The second phase design is \$225,000 with construction budgeted \$2.5 million.

Julie Cain-When they are bidding this out, are they aware that we are not speaking to anybody else? Is that public record? Are we making the consultant aware that we are not bidding this out for their design project?

Brian Scovill-Well with these Minutes it will become public record. Right now BHC Rhodes does know about the possibility. We asked them if they would be available to do the next phase. We do not want to bring this to you if they are not even available to do the next phase. We did ask them if they were available and they were very interested and said that with their past experience on Phase 1 they felt comfortable, so they are aware.

Jim Rawlings-Asked about when we selected them, who was number two?

David Ley-When we did the rankings last year, we actually selected Continental Consultants as number one and they were selected for the Residential Reconstruction Project. BHC Rhodes was number two and they were then selected to do the Lee Boulevard Design (Phase 1).

Marsha Monica-BHC has not done tons of work in Leawood. Somebody couldn't say "well you're using the same people over and over again".

David Ley-The work that they have completed prior to five years ago was pretty small work. It was doing a \$10,000 contract for surveying for us.

Ken Conrad-So technically will we be amending their current contract? Or giving them a new contract?

David Ley-It would be a new contract. This would go to the September 3rd Council Meeting as a recommendation-if you recommend this. And if that happens, we would start negotiating with them so we could have a contract soon and get the processing moving forward.

Ken Conrad-Couple of things, he would insist that they have the same team on this new project. That's the whole point of giving it to them. They need to have and if somebody has left them that was a part of the first team, then I think that begins to negate. I think we have to have their Project Manager. I think to justify this we need to do that and I also think assume before we make a final decision that we are going to get the fee for this?

Brian Scovill-Next they negotiate a fee to Council. Their fee does not come back to this group.

Ken Conrad-Or have their same organizational chart that they had for the last phase.

Todd Harris-Number one, I think this makes sense, and can certainly bring a motion forward. Number two, the staff ought to take a look at how a Policy about sole sourcing in where situations make sense like this one. And I think it does. How public notice is given that this will be sole source contract. Because I think published notice needs to be given and whether it is to speed up the Minutes being posted to have fairness to the process. Yes they can look at the public meeting, but I'm not satisfied that the public is getting notice about a sole source. I believe it makes sense here. And do not think any kind of bid protest would survive under the circumstances especially with your point of staff work that you all will do-due diligence. I support it but think that the staff needs to think about how you give public notice about this method.

Marsha Monica-This comes up at City Council.

David Ley-Yes. It comes up and then is referred to the Committee here. The public notice that we would have done would have been to have the City Council to refer this as an item to the Public Works Committee. Todd

Harris-So previously a council meeting assigned this. So the assignment becomes the public notice.

Julie Cain-No I have to make this recommendation to your point, make this as a recommendation.

David Ley-It comes under the City Council Reports or under Public Works Committee reports. Not sure if it stated sole sourcing though.

Marsha Monica-City Council would have to take action to approve this correct? So at that point if you say this is a sole source and the reasons are...and that is on public record.

Julie Cain-Well yes, but that is not done in advance, it is done at the same time we are approving what we have done.

Todd Harris-Yes. Nobody has had the opportunity to protest that action.

Julie Cain-But if I were to make a recommendation; I know I'm making one for something else. Sorry I'm criss-crossing my recommendations.

David Ley-We have a few coming up. At the next meeting we are going to refer the retaining wall at 127th & Roe on the northeast corner. But we also need to refer selection of a consultant for the Mission Road Project from 133rd to 143rd Streets.

Julie Cain-So I'm doing those two and then I could make a public notice at that time for this being a sole source.

David Ley-Well this topic today comes under the Public Works Committee.

Julie Stasi-This today would be a response to the Council and it is usually listed as Agenda Item No. 12 and is not under the Consent Agenda. It is listed as a Committee Report. But if you want them to talk about new things then a Councilmember make a recommendation to the Council at the beginning of the meeting.

Jim Rawlings-It is already in the Minutes.

Todd Harris-I think an authentic public notice needs to be made as it gives opportunities to protest what is happening if they so choose. This in that case makes perfect sense. I'm sold on it. I was sold on it when I read the staff report. It just a transparency in government and I think it's a low fee amount over all. But somebody may have a problem with it and we do not know that if we do not give an opportunity to know it.

Julie Cain-And I appreciate that. Procedurally how would we do that?

David Ley-Well it was referred to the Public Works Committee, when it comes back to council as a recommendation, we can be more specific that we discussed waiving the bid process or waiving the process for consultant selection fees and use BHC for the Lee Boulevard design. And that would be listed on the Agenda. Initially from now on when we move forward we could handle that public notice in the future that way; when it is referred.

Abbas Haideri-How much of a hard ship would it be for a new consultant to come in and learn it? To go from the first phase to the second phase.

Brian Scovill-We have so many good, quality consultants in this area, we could go out for selection, and then we could look at five firms. And all five would be capable. They could do it. Whether they would hit the ground running as fast as BHC Rhodes, probably not. They would have to work through the process and see how we managed and designed the ribbon concrete curb, there would be a learning curve there. We would pay for that but it would not be a make or break the project.

Abbas Haideri-So in that light it doesn't make sense to sole source.

Ken Conrad-And this is why I think it is so important that BHC Rhodes needs to be bringing their original organizational chart. From the top to the bottom and we need to be prepared that if we do not see the right people on the project that we let them know about it. Because I do agree from an engineering standpoint, I think you are right on.

Abbas Haideri-A concern is this is \$200,000. But tomorrow we might have a project that is \$500,000 and then a million. Five years from now someone wonders what happened.

Marsha Monica-He said it has been done before. So we are not the first.

Ken Conrad-So then the question comes why wouldn't we do this for 83rd or to where the next phase is up to Somerset?

David Ley-83rd Street is completely different project.

Todd Harris-That is where you need your staff to evaluate the project. Really in my opinion at that point that is staff work. That is what we pay them to do.

Ken Conrad-And why I want to know the overall scheduling of the project. If there is a real lag then there's no hitting the ground running. You could argue that somebody is going to have adequate design time. Does all of that next section need to be surveyed? Utilities and all that, so there is really no advantage to using BHC Rhodes on that. And I think when we go to the next section, it will be the same discussion.

David Ley-Staff is not going to recommend sole sourcing BHC Rhodes for 83rd Street.

Ken Conrad-Why? You're going to lump it into 83rd and go all the way...

Marsha Monica-Because it's included in 83rd street.

Brian Scovill-83rd Street will probably be the bulk of the work on that third phase.

David Ley-83rd Street is in the budget for 2021 and it goes from the west City limits, east to State Line Road. There will be the reconstruction of pavement and we also have a project for Lee Boulevard phase 3 which initially we're thinking since it is all connected to 83rd St that we would go out for a consultant selection to design 83rd along with Lee and that would be one project which would be designed and bid as one project. 83rd is not anticipated to be widened.

Julie Cain-You've done it before, you do not ask often. You feel as our professional staff that this is the best course of action. We are able to make a motion that it includes stipulations to your point about the same work team.

Ken Conrad-and it would be contingent upon their fee proposal.

David Ley-We would negotiate their fee. That is correct but we would do that with any firm. When you do the RFQ you do not see a fee. That is always negotiated afterwards.

Ken Conrad-If we make a motion there needs to be a reason why we are doing it and the reason is that they have knowledge of the project type they are doing now. They will use their same staff and they are going to have a mutually agreeable fee and schedule for the project to be negotiated by staff and BHC Rhodes.

Todd Harris-Wants to weigh in on the Motion itself, personally do not think it should be overly prescriptive to the staff. My feeling is I want to trust the staff to do what you are suggesting. But if you want the motion to stipulate overly prescriptive things in it, that is fine with me. I just do not favor that. I would favor a motion that is general in nature and trusts the staff with doing what you are suggesting. I think they were going to do that anyways. Don't we always have the right to say, hey, this isn't going to work BHC even after Council because their fee is too high or whatever, right?

Abbas Haideri-I'm convinced of the logic and if this was my house I would do that. But I'm not convinced of the justification.

Brian Scovill-As far as the schedule goes...

Abbas Haideri-Yes it makes sense. I'm talking about having a responsibility to the public.

Marsha Monica-But Council has a responsibility to the public. We're an advisory board.

David Ley-Well there are a couple of things. If we do go out for consultant selection that is going to extend this process at least two months which will probably push the bid from April to a June or July bid. Which at that time, typically construction bids come in much higher. The other thing is BHC Rhodes, as Brian said initially, is they came in \$20,000 under our negotiated contract. So they did save the City money on their design.

Ken Conrad-Well I hate to say it yet but having been in the business, the jobs not over yet.

Brian Scovill-They are essentially over. Kissick is now doing the construction. We retained BHC for services just during construction but unless an unforeseen condition (like a different site condition came up), I do not anticipate anything new.

Ken Conrad-So you have two different contracts? One for design and one for construction?

Brian Scovill-Yes. Kissick has the construction of the Lee Boulevard 1st phase. Within their design contract we have construction support services and have identified so many hours for that. Most of that is used for submittal review and approval. Well we are through the submittal and review process, there's \$20,000 in their fee left but I do not anticipate them utilizing them for any additional work.

Jim Rawlings-I've been on City Council for 18 years and we have a professional staff; two professional engineers with degrees and certificates. We've got a City Manager I assume, is okay with this. And never have they come to the City Council without justifiable good reasons to do that. And in the best interest of the project the City and whatever else has to be done.

Marsha Monica-The welfare of the community.

Jim Rawlings-Yes and I think we are trying to micro manage whether it's the same staff of the consultant-that's not our problem. That's up to the consulting firm to do that and if they lose somebody, they change all the time. What happens if they lose the person that you deal with every day? Do we stop? No. You just continue to move on. I think that we need to take the City's recommendation of what we are doing and that is what I'll support at City Council because we've never been bitten.

Todd Harris- Makes a motion for (general in nature). Due to the past performance of BHC Rhodes on Phase 1 of Lee Boulevard Improvements from 103rd Street to 95th Street, the Public Works Committee recommends to the Governing Body a sole source contract with BHC Rhodes to complete Phase 2 design of Lee Boulevard from 95th Street to 83rd Street.

Marsha Monica-Seconds the Motion.

Ken Conrad-Thinks we are all on the same page but I do not think micro managing is asking for what we believe is the reason we want to do this. Which is they have done a good job, they have knowledge in house. (I've been in this position as a consultant) That's the reason we're doing it, right? BHC Rhodes is a big company they are a good company. Your point, we have had great consultants doing our civil work. It's always been a tough call with who we give projects to. I think there are a lot of people that can do this. I do believe in public entities going out and getting proposals and getting pricing. So I would say if we are going to do that I would like to see some criteria by which BHC Rhodes has to provide in order to do this.

Marsha Monica-So do you want to make an amendment to the motion?

Ken Conrad-I'd like to make an amendment. I'm saying I believe we can do this if they can provide the people that are doing the project now. They are the people that have the experience, the knowledge and that put this project together. That they are going to be able to pick it up and. I would suggest that as an Amendment to the Motion to have a stipulation.

Marsha Monica-That they have the same personnel that was in the first phase in the next phase. Anything else?

Ken Conrad-Amending Motion that it's contingent upon their scheduling fee that is mutually agreed upon by staff.

Julie Cain-Based upon those reasons, the knowledge, how they've handled themselves so far, based upon the same team, based upon the satisfactory negotiated scope and fees. Your amendment is to attach all that to the original Motion. Do I have a second to the friendly amended motion?

Abbas Haideri-Seconds the Amendment to the Motion.

DISCUSSION:

Jim Rawlings-I still think they should maintain their staff to the fullest extent possible.

Todd Harris-I agree.

Jim Rawlings-What happens if somebody leaves?

Marsha Monica? Or drops dead?

Jim Rawlings-Is the project over?

Ken Conrad-If BHC Rhodes has the people and they present it, okay? And somebody leaves a month later, we are not going to cancel their contract. But going into this, that's what I want. I want the same guys to fix my brick work that just did fix the brick work if I've got to have it done in the future. Because they did a great job. Okay? Any large project that I have ever interviewed for one of the major things they want to see is who is going to work on the project. And I don't want to see the president of the company because he's not going to work on my project. I want to see the guy, don't you agree? You can get different project managers and if I'm a firm that didn't get this job and was hoping to maybe get the next one, I can accept that. They use their same people because that is what I strive for in my company is to get repeat business by having good people. It's a terrible double edged sword in our business. But I think that is what's important in this and that is what when I first read it is we are going to take this team we have and we're going to keep on moving.

Todd Harris-I have question for staff as part of the discussion. If you saw a red flag with BHC on this second sole source contract, would you address that concern? Any red flags from the consulting team?

David Ley/Brian Scovill-Yes, sure we would.

Julie Cain-And you have the power to back out if something is causing a red flag you have the ability to halt the process.

David Ley-Right

Julie Cain- By granting the sole source option it doesn't mean that we are locked in.

David Ley-Going in to the contract, David Smalling is the Project Manager. You say you want the same people on it which we agree and that's why we want to use BHC. But how far down the line do you go with that? Because we have the Project Manager as David Smalling, he's really running the project at BHC and the group that he runs. He may lose a technician, does that mean we don't want to work with them?

Jim Rawlings-That's my question.

Marsha Monica-I think we are over analyzing this.

Ken Conrad-I don't. I'm not implying that maybe the words they have to have their same technician.

Todd Harris-Then I think your amendment needs to be very clear, because it's not.

Marsha Monica-Lets vote on the Amendment.

Jim Rawlings-I'm not sure what it is

Todd Harris-I don't know what it is either.

Ken Conrad-The same project manager.

Abbas Haideri-The same project leadership.

Todd Harris-Which one is it? Same Project Manager or same Leadership team? Please specify so we can vote.

Ken Conrad-Project Manager.

Todd Harris-Thank you.

Jim Rawlings-And that's only as good until the time the contract is signed.

Ken Conrad-**I withdraw it. I withdraw my friendly Amendment to the Motion.**

Marsha Monica-Do you withdraw the second?

Abbas Haideri-**Yes, withdraws his second to the Amendment to the Motion.**

Brian Scovill-For what it's worth, David Smalling is the project manager on the current project. I talked with him yesterday. He is still with the firm and still manages the project. He asked about phase 2 before we bid phase 1. He was wanting to know if that was coming down the pike and if it was still budgeted. As far as the rest of their staff, I do not know for sure. But they have other people I've worked with. Ninah did a great job on the lighting as we worked through some issues. Another senior designer who has been there seventeen years and he does not look like he is going anywhere (but I don't know that). Regardless of the stipulation or the Amendment or Motion, as we work through the scope and fee negotiations, we will definitely look at the staff to make sure if we are still comfortable with the team that they have presented.

Todd Harris-Is that due diligence process you just described something that you normally do as part of your work?

Brian Scovill-As we negotiate scope and fee, yes. We do review the team, their experience.

Todd Harris-This isn't anything new for you?

Brian Scovill-No.

Abbas Haideri-I appreciate what Ken was saying. Your teams are only going to be as good as your leaders are.

Todd Harris-It's my point of view or what our role as a recommending body is verses the role of the staff. And if we want to perform staff work, then we need to apply for the job. We are a recommending body with recommendations. I don't think prescribing detailed nuance things in a proposal is the right thing to do I think we're acting out-of-scope with what we've been asked to do as a committee member. That's only my perspective.

Ken Conrad-No, no and that's fine. And we're tainted with being in this business. When we go out with an RFQ or an RFP for work we are prescriptive, we tell people what we want them to do.

Todd Harris-I understand.

Ken Conrad-We could and maybe should write some type of a letter to BHC Rhodes that asks them to submit to us officially how they are going to approach this project, who.

Todd Harris-We in that case, you are confusing roles in my opinion. When you say we, "we" who? "We the Staff" I agree should do that. We the recommending body as a committee person (Ken Conrad, Todd Harris) we are recommending we pursue this course of action in general, trusting credentialed staff members to do what we exactly suggest. And the Minutes of this meeting become public record to show that you expressed that concern. It's on there. I can guarantee you it's on there. If they don't do that and somebody were to look at and examine that with the light of day, and it was just a Good Ole Boy thing, which we don't want to happen, then that would be a problem. Everybody here would agree. That's why I'm a big transparency procurement kind of guy with my Federal experience in procuring multi-million dollar contracts.

Julie Cain-And I can tell you as at Council, just what you heard us say before as Jim was speaking to. We count on

the Minutes. We count on the professionals of the committees. We count on professional staff. Because I cannot be as one person, a stormwater expert, a public works expert, and art expert and all the things we are doing. So to your point and to your point and yours, all this will be in the Minutes and we based decisions, we spend hours reading Minutes in preparation for decisions. Because ultimately that is our goal.

Julie Cain-So you withdrew your Amended Motion so **we have a Motion on the table**. Is there any more discussion on the Motion before we vote? No. We have a motion and a second. Do we need to re-read, is everyone clear on that?

Todd Harris/Marsha Monica-Re-read it please.

Julie Stasi- In general due to past performance of BHC Rhodes and past work on the first project of Lee from 103rd to 95th, the Public Works Committee recommends BHC Rhodes to design Lee Boulevard from 95th to 83rd Street.

Todd Harris-I wanted the words "Sole Source for Phase 1 and Phase 2" in that.

Abbas Haideri-If you take that and add because we think it would expedite, I think it would help.

Julie Stasi-And I can get it word for word off of the audio.

Todd Harris-Suggest if we are going to say "expedite" that we want to put part of the justification in there is potential cost savings. I think there are potential cost savings that can be realized.

Ken Conrad-I think we ought to boil this down, following the very basic.

Todd Harris-I agree.

Ken Conrad-My recommendation would be staff begin negotiating with BHC Rhodes to do Phase 2. Period. Done. Let's go to the other end. Let's just say . . .

Marsha Monica-I thought this meeting was going to be 5 minutes!

Ken Conrad-This has been a great discussion.

Todd Harris-I agree.

Ken Conrad-I do believe where we are right now, my recommendation would be to take the recommendation to be that as a Committee we think that staff should pursue hiring BHC Rhodes as sole source for Phase 2 of the Lee Boulevard Project.

Julie Cain-We have some language on the form in the staff write up.

Due to the unique characteristics of the Lee Boulevard corridor staff is requesting the PW Committee recommend to the Governing Body the City contract with BHC Rhodes as a sole source contract to complete the design of Lee Boulevard from 83rd to 95th Street.

Todd Harris-Crafted what he said using that sentence, but added sole sources in the interest of the transparency it is a sole source, no one else has an opportunity for this work.

Julie Cain-Okay now are we ready for a vote?

All those in favor say "aye".

All members present were in favor.

None opposed. Motion Passed.

Julie Cain-So the only lingering question is do we as a public notice, are we going to make up a referral recommendation (or whatever the correct word is) prior to the actual vote so we are actually giving notice as opposed to just voting (at council)?

David Ley-It will be on the Agenda and at the time we will include "sole source" in the recommendation.

Marsha Monica-How soon before a council meeting does the Agenda posted?

Julie Stasi-Usually on Thursday in the week before the meeting.

Julie Cain-And that is public notice.

Brian Scovill-And the Council's referral of this item to this body was public as well.

Jim Rawlings-That's where most of your citizen comments are. They show up because they have seen the Agenda

on the Thursday before the Monday. And the contractors will know that also.

Marsha Monica-Not so much the companies that do business, but the public, the Leawood public. These kinds of projects they have confidence in the staff and council. Barking dogs or neighbors, that's when they will be at the City Council meeting.

Jim Rawlings-You are absolutely right.

Ken Conrad-Has one question. Will we receive a request from the Council to accept BHC Rhodes to do this project once staff gets done?

Julie Cain-No. It will be a decision based. Now if staff recommended to you, you recommended to us, we will decide as the Council what it will be.

Marsha Monica-They could decide not to do it. The council could.

Julie Cain-The only time it comes back is if we do not accept the recommendation and we refer it back.

Todd Harris-Again it comes back to the roles and responsibilities of the Committee, vice staff, vice the Council and I think there's adequate opportunity for somebody to protest the process, which is fine if they do, because maybe we've overlooked something. I don't think we have. If this isn't an example of something we would sole source, then somebody tell me what is. This is to me the road continues through. And the characteristics of the road are more or less the same all the way up to 83rd. It does kind of flatten out past 83rd going north, but to me it's. There is a curve north of there. If this isn't a low cost engineering fee in my opinion, what would we sole source?

Julie Cain-Julie, will the Minutes from this discussion be, go with this recommendation that is presented?

Julie Stasi-I send an "Action Summary" today of your motions and actions. The Action Summary is just the motions and your attendance and that will go to the City Administrator and the City Clerk.

Julie Cain-So it does not have the discussion.

Julie Stasi-No. The Minutes will come back here the next time you all meet. If and when you have an assignment. So if you do not have an assignment. The Minutes then show up to a Council Meeting after you have met again and approved today's Minutes (at a future meeting). Then after Council accepts them, it then is posted.

Todd Harris-Asks at Council when they is brought forward the Council Members have not seen to discuss and relay the narrative of the meeting (this meeting)? There was concern by the Committee about the optics about sole sourcing. If we believe public notice has been provided...in other words you are able to color what was said here, the staff believes that the Committee is concerned that the momentum of the contractor has to be maintained consistently and project management of staff is going to pay particular attention to that. In other words you – because I think that is a key point the staff does it.

Julie Cain-Yes. We will do that. The Mayor will ask us to give some background on why the motion is before them. And Jim sits next to me. David and or Brian will be brought up to discuss it before the vote is taken. So yes we will make sure that we bring up these points. It will not be in the Clerks Minutes but it will be brought up at the time and we can do that.

David Ley-Staff provides a report along with that. The reports summarizes the discussion here and that will be in the packet before the meeting so people can see the reasoning.

Todd Harris-To Ken's point, do you draft a letter officially. A letter to BHC to submit something.

David Ley-We sit down with them and we talk about how many public meetings we want to have, utility meetings, design requirements, etc. and we work through how many hours it will take them.

Ken Conrad-And is there written a detailed Scope of Phase 2 yet?

David Ley-No we have not written it yet.

Brian Scovill-In this case we would probably not request a proposal from them. We would probably request that we have a meeting to go over their staff and their scope and their fee. We would sit down and go over all of that together. They go back and formulate their scope and their fee. They submit it to us, we review it. We would probably reject it and they have to revise it.

Abbas Haideri-Is it a scope amendment to the existing contract? Or is it a new contract?

Staff-It is a new contract.

Marcia Monica-Was just reading, it says staff did not include the 83rd to 95th Phase in committees review and selection of design in the fall of 2018. Staff was concerned that if the consultant did not perform as required on the first phase then the issues would continue on the second phase...so my comment is have we ever when we put out something like this and you know there is like two phases. Have we ever put out that where there is an additional phase there is a contingency that if so desired the City will or may continue or extend an option to design the next phase?

David Ley-There will be from now on.

Todd Harris-Would that honestly administratively could that have saved us from having this meeting?

David Ley-Correct.

Ken Conrad-Which is really one of the most important parts of what we do, after having this discussion. Because we haven't done this before. What do we have to do to get this in place?

Julie Cain-It is beyond a shadow of a doubt that is why these committees exist. Like the policy on street lights. It makes it.

David Ley-We will have other projects coming up. We will be selecting the Mission Road, 133rd to 143rd Street Consultant. That is a big project coming up.

The Committee felt the reasoning to use BHC as a sole source would help in a cost savings to the City and that they had demonstrated a good knowledge of the scope expected for the next phase. Their work has been favorable on the first phase of Lee from 95th to 103rd Street. Public Works Staff Report will be included with the City Council Agenda at the September 3, 2019 meeting.

Vice Chair Cain adjourned the meeting at 8:35 A.M.

Minutes transcribed by: Julie Stasi, Administrative Services Manager, Sr.

Staff Note: These Minutes are a bit lengthy and not as condensed as usually preferred in order to capture discussion that transpired in the Committee's review. jas

**MINUTES of the
STORMWATER MANAGEMENT COMMITTEE**

**Meeting of: Wednesday, July 31, 2019
Leawood City Hall, Main Conference Room**

COMMITTEE MEMBERS PRESENT:

James Azeltine, CHAIR and Councilmember Ward 4
Mary Larson, Councilmember Ward 2
Lisa Harrison, Councilmember Ward 3
Skip Johnson
John Kahl
Matthew Kayrish
David Lindley
Curt Talcott

COMMITTEE MEMBERS ABSENT:

Debra Filla, Vice Chair and Councilmember Ward 1
Bill Ramsey

GUESTS

Mr. Skip Wombolt, 13213 Howe Drive, Leawood, KS 66209

STAFF PRESENT:

David Ley, P.E., Director of Public Works
Brian Scovill, P.E. City Engineer
Brian Anderson, Superintendent of Parks
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. Matt Kayrish was introduced as the newest member to the group. Matt lives in Carriage Crossing in between Nall and Roe and has an Engineering background.

FIRST ITEM OF BUSINESS: Review and approval of previous meeting Minutes.

ACTION: Mary Larson made a Motion to approve the Minutes as written of June 26, 2019.

Skip Johnson seconded the Motion to approve. All members in attendance were in favor. Motion passed; Minutes approved.

SECOND ITEM OF BUSINESS: Review Drainage Concerns at 13213 Howe Drive near Gezer Park. David Ley presented a location map of the area and then he will ask resident Skip Wombolt to talk about the issues he is having with drainage. We have his property highlighted (13213 Howe Drive) and it is on a long stretched cul-de-sac. The water shed is at the top of the berms. The berms are about twelve feet tall in Gezer Park. The water flows north across the rear of the residential properties and then making its way out to the roadway. The storm sewers are about 400 feet away from Skip's property, so trying to extend the storm sewer down to that property is going to be pretty difficult. Pictures are shown standing at Gezer Park on the trail and the berm is behind us-looking north. It is pretty flat between the trail and the fence and the ponding water seen. Standing on the west side of the Wombolt property looking east, there is a very slight grade and it drops about a foot over 400 feet or so. It is really flat, so the water is flowing to the left and to the north. You can see where the resident placed 2 x 4's I believe with rock to try to keep the water from flowing through his yard. A side view looking south where you can see the berm in the background and the water from the berm flows down and around. It is a very slight swale area. A sidewalk that goes down to a walk out/walk up basement. The sidewalk is pretty flat there, with a little bit of a valley. Looking at it from the street there is a pretty healthy swale seen but the swale

through his yard is pretty flat. The grade is between the sidewalk and the trail a couple hundred feet away is relatively flat, just a 2 to 3 foot drop.

Skip Wombolt-(describing his pictures)-Took pictures of in between the neighbor's house and his. Closest to Mission, that is all flooded back there, it never drains, it just ponds and runs through the lot. Skip explains there is no way to grow grass and also shows what it used to be like. He also has two dogs and they run up and down because there are people walking. They could never grow grass so they took it out to try to keep the mud down and also with the water running. They put black lining down and then rock. You can literally see the water running underneath all the rock into the yard. Another picture shows another drain they installed.

Lisa Harrison-You added the drains?

Skip Wombolt-Yes in the back yard to the front because the water is sitting and not moving. Trying to get the water out of there. We added another drain, another drain. We built up a portion because the water flooded through an area. There is a wall that the neighbors have and the water runs down that wall and then another photo of flood in the neighbors' back yard.

David Ley-Were you there when that wall was put in?

Skip Wombolt-No. It was put in before us. We built up an area and placed sod. It would just be a pond back there for three (3) days. Enough of a pond that ducks would hang out. Shows pictures of the rock they put down. Also an area they built up so the water would stop sanding.

Lisa Harrison-When did you add the rock?

Skip Wombolt-in the summer.

Lisa Harrison-This year.

Skip Wombolt-Yes. We have three (3) sump pumps in the basement that run non-stop. There is water sitting outside in the photo. They just put rock where the dogs were running, it doesn't run all the way across the property. Shows photo of standing water after it rained. Again about three (3) days after a rain, it's still wet and the water finally went down. The water ponds up and then runs through the back yard. Pools of water. Drains for two to three days after a rain for sure.

Skip Wombolt-It rained Sunday, and it is still draining as of yesterday (Tuesday). There is no way my yard is that big for it to drain that much. So I think when discussed with Public Works, they thought the water was running down to the drains, but it is not. In the winter that swale in the back will be iced. Because the water is flowing over from the berms. It will all be ice in the winter in the street, driving by you see pools of water sitting in the intersection area. They just redid the road there too trying to raise it to get the water to flow better, but it is a pretty common sight to see the water standing there. It then goes around the neighbor's house and the side of our house. But there is no way it rains that much water for that much water to be produced in this one area. Our basement has flooded twice since with three sump pumps along with all the other work we've done so....

Lisa Harrison-Asked him what company did the study of the yard and add the drains?

Skip Wombolt-No one. There was not a study, I had my lawn guy do it and add them where we saw the water running. Just to get the water out. The water is sitting so we were trying to move it away from the house.

David Ley-They just piped it towards the right-of-way.

Skip Talcott-The pipe pushes the water out of that last inlet. It's probably the black HDPE 4" perforated/corrugated type. Like a mini storm sewer system, instead of a straight daylight it relies on

elevation in the back to push the water out of that last drain. In one of the pictures you can see where the water is popping out there and coming onto the road.

Skip Wombolt- The other one for the whole back yard comes out right here.

Lisa Harrison-Comes out, you buried the pipe under the sidewalk?

Skip Wombolt-Yes. Yes. You see all the water coming down, that is on top of what is coming out of the pipe. When we put that with this it's just flooding over, plus all the other water coming out. I showed you that picture where I said it was after, it's 2 to 3 days and it's still draining off the back yard.

Mary Larson-Walked the trail on Monday and we had a little bit of rain, I'm not sure how much but she did see the pooling water. Noticed in one of the pictures early on there is a storm sewer behind the neighbors to the east. Those neighbors have the benefit of drains with storm sewer, but that storm sewer stops short of these properties that are on the west end. And the properties more to the east look like they are doing pretty well with the berm because they have the storm sewers near them. But to the west with the property in question, they do not have any relief from that berm. Was wondering why when the Park was constructed that the storm sewers didn't go over to the west and how difficult that is to add at this point?

David Ley-There was a slight swale through here originally. So when the site developed in the back part of 2001, before the berms, it was actually more ground that flowed through the property by 13213 but it was farm field. It was just a field. When the berms were built it moved the water shed so it actually went from about .9 acres draining through his property to about 4 tenths of an acre, 5 tenths of an acre. So the way where this berm was built a little bit further north, there was not really a swale there but further east it was further away that there was a slight swale. In order to keep the erosion down in that as the water is flowing east that is why that pipe was put in there. So this actually is a different watershed. Draining to the north, this flows to Tomahawk Creek and flowing off to the east goes to the Blue River.

Curt Talcott-There is kind of a grade break right on the curve there and it is a pretty significant grade going down hill on that back part.

David Ley-And the issue with-and we looked at that seeing if we can just tie into this storm sewer system. It could be done but the problem is this stormsewer further downstream was not designed for it and we would be collecting close to an acre trying to capture most of this.

The other option would be to put a storm sewer similar to this system here but put it tying west to the storm sewer along Mission. Pipe in this area ends and is metal pipe. In 2022 Mission Road will have an improvement project where we replace all the metal pipe. If we ended up doing any storm sewer system down through here or even just a plan for it we could move that storm sewer inlet down about 50 feet to be able to make that connection. Currently there are some utility conflicts so we would have to bring the inlet that sits more north, down about to where the trail comes out.

James Azeltine-So you think that will alleviate the standing water on the trail?

David Ley-It would remove/keep all the water that is on the Park from going through these properties to the north.

Lisa Harrison-Look straight east where the triangle shape is; I talked to an acquaintance of mine the McNeeses at 3745 W. 132nd Terrace. Similar problems for them (they thought the meeting was next week so they might have been here). And the ones next to the McNeeses at 3741 W 132nd Terrace, they added these walls.

Skip Wombolt-that was that wall that we saw.

Lisa Harrison-Very significant stone walls. And that no water is getting by them. Those walls were added maybe 4-5 or 6 years ago.

Curt Talcott-They probably made his problem worse.

Lisa Harrison-That is a very good question, I wonder about that. But he, lovely gentleman had the most amazing garden in the back. Julie-you said jokingly early "rain garden". He is taking every drop of water Mother Nature dumps over there and he is growing something with it. I've never seen anything like it. He solved his problem with a wall and a thousand plants. Which is a different choice, but it is gorgeous! Other people like grass for kids and dogs. He doesn't have much grass back there. So those three (3) owners have had significant trouble. Not so much three sump pumps running all the time, but sump pumps running frequently. I've talked to several home owners over there now and I'm thinking there is underground springs over there that we can't fix. So you may always have sump pumps running. I know for certain -well Skip Wombolt may be doing the work for the whole cul-de-sac.

Skip Wombolt-does not know of any other basements that have flooded other than the McNeeses. And that is the thing, it is surprising that we are getting water in the basement. When we bought the house they said they had not had water, maybe a few times, but we have now re-carpeted twice because it has flooded. I travel 3 to 4 days a week so I am not down there. By the time I find out it has flooded, it smells and you know. I do not know where it is coming from.

James Azeltine-One thing that concerns me, you said in the winter the trail freezes up and that is a potential liability issue for the City. Have we ever had any issues back there Brian that you know of?

Brian Anderson-Well, we plow snow off of it. I have not noticed any ice staying on it where we have to treat it.

Lisa Harrison-It does get quite a bit of sun.

Mary Larson-Monday morning there was a section of the trail that was wet. I knew immediately once I came over the berm where I was going. I do not think we got that much rain Sunday night and it hadn't rained for a long time.

James Azeltine-Asks when the Mission Project is scheduled. What all are we doing?

David Ley-That is going to be 2022. We are looking at replacing the sidewalk between 132nd to 133rd with an 8 foot trail and then replacing all the storm sewer pipe because it is metal pipe. We are replacing it with concrete pipe. Them project goes from 127th down to 133rd. We will be replacing curb wherever we take out the storm sewer and then a mill and overlay to the street after that.

Curt Talcott-So all that curb on the east side will probably be taken out when the storm sewer is. You don't replace the storm sewer without taking out the curb.

Skip Wombolt-Couldn't you just build a 6" ditch from there over to here and let it go through to the street?

David Ley-We looked at doing that but you have to have a 2% minimum grade, so if you look at that run it is about 300 to 400 feet. So you end up being below the roadway. So you really need to put a storm sewer pipe in there and it has to be a pretty flat storm sewer pipe in order to get the water to drain out and not be too far below the existing pipe system. When we replace that pipe we have to put it down about a foot lower in order to get a storm sewer pipe in and just do plastic pipe on the Park that would drain west and connect into that inlet.

Matthew Kayrish- What is the possibility of going through the berm, south into the ponds at Gezer Park?

David Ley-We didn't look at that. Because there is a lot of playground equipment.

Curt Talcott-The ponds clear on the other side of the park.

Brian Anderson-And the creek, what that is, is a recirculating water feature. Water is pumped from the pond at the east end back up to west end pond and flows back to the east pond. If too much rainwater enters the system the overflow drains to the stormwater system. So any water you put in that, it would fill to a point and then it would overflow into the stormwater system at the northeast corner; which is connecting to the corner you were saying we do not have the capacity for.

David Ley-The other thing we would do with that storm sewer pipe is regrade swales down through that area and get the water so we have 2% grades and just be the meandering type look on the north side of the trails in order to get that water to flow east and west to get to an area inlet. You asked is there enough room from the big berms to have a berm to keep it from going into the back yards? Well it is so flat through here. We looked at that too. But it is so flat I think it only drops a foot or two between one location then down to another. If we end up building a berm here to try to direct it, it would flow down the trail and I do not think there is enough slope. It would then always sit on the trail and ice up in the winter time.

Brian Anderson-I've been out there while it's down pouring and watching water go and it hits that trail and starts flowing east on the trail. That's what I see. It is not fast and it is super flat out there. Skip and I talked about that. We looked at his yard and that area and the neighbors' yard to the west. It is just flat. The water that falls moves super slow. Mostly it just stays there. The soil gets filled to capacity and had all the water it can hold and what happens, it slowly. I personally believe and I've heard it running through that first inlet there, Dave to the east. I've seen it but it is slowly trickling in there and it is just

Skip Wombolt-That is why it takes it two days to drain off.

Brian Anderson-Absolutely. Exactly. The other thing is this year we have had record rain fall the last two years. It has been unusually wet. So that may be part of the problem too.

Mary Larson-Am I hearing that there is a fix in 2022.

David Ley-I wouldn't say it is a fix for the Wombolt Property, but it would probably help a little bit because it will remove that water from draining to his property. But his yard is so flat that any water that falls he still may have an issue with the water getting out around the house. Just because of the way his house was built.

Skip Wombolt-And that is why I put in the French Drains, to move it.

Brian Anderson-So what we would be doing is insuring the water from the Park is not impacting any private property. It may not resolve Mr. Wombolt's water issue, but this system would ensure that the City Property is not contributing to his water issue. The system would improve the park property drainage in this flat area of land.

Mary Larson-Right.

Lisa Harrison-Which is about the best the City could be asked to do.

James Azeltine-Well it will problem help the standing water on the trail too.

Brian Anderson-For sure, it would get the water that impacts us behind your fence (the ponding water there), it would help the ponding water with that.

David Ley-The inlets would be up further so instead now being so totally flat off the trail, it would actually drop down a little bit to get the water off the trail. And that cost is estimated (with putting the plastic pipe in and running it to the street) would be \$110,000.00 estimated. So the metal pipe replacement would be taken care of by the metal pipe program. But then the plastic pipe would be installed through here in the Park coming out to a new curb inlet, that cost would be about \$110,000.00 for a 15" plastic pipe. It would still meet our minimum size requirements. Usually in our Parks we use plastic pipe.

Brian Scovill-It is not just pipe. There would be some grading involved and slight berm on the back side. Inlets.

James Azeltine-Asking if staff recalls the cost of the Mission Road Project. Curious what it would look like adding it to that project.

David Ley-Does not recall.

Matt Kayrish-What is the grading of the street to the cul-de-sac going north and how long does it take the water once it gets to the street to drain out?

David Ley-There are no inlets on Howe Drive. If you look at the aerial photography through history you can see there is standing water in the roadway. We did replace the curbs and we tried by lifting the southeast corner up about as high as we could about 6" in order to try to improve that drain across the roadway there. Going back to 2000....

Curt Talcott-There is a good fall down the cul-de-sac. Once it hits the curb it's going to go down the street.

Matt Kayrish-What I'm wondering is Skip said you installed a four inch pipe you installed yourself. Question I'm wondering is a four inch pipe sufficient to get the water out of there fast enough? It sounds like it is pooling there for several days and maybe something like a six inch pipe might be more sufficient or be more of a short term solution rather than waiting until 2022. Or maybe a study to understand what the right size of pipe would be might be needed, but perhaps a slight upgrade might provide a more short term solution while we build in an amendment to the 2022 project.

Curt Talcott-That draining for two to three days is most likely ground water and won't change based on the size of the pipe. You can drain a lot of water. His back yard, the water in the back yard should probably drain out of a four inch pipe in twenty-four hours. So if it's taking two to three days, I mean the soils back there are completely saturated. The whole area is completely saturated all the time when it rains. And the Park is irrigated so it keeps that soil saturated all the time. Any rain, you get runoff pretty quickly when it rains.

David Ley-Is that separate zones that runs on the north side of the trail that could be turned off?

Brian Anderson-There are eighty (80) zones out there. The way the park was designed and in fact that is something we are looking at improving next year so we can cut down the watering window (the amount of time we have to water the park). We only have enough pressure to run one zone at a time. So they are constantly out there. We cannot go through the whole system in twenty four hours and do it, it is that slow. But three are zones back there that we can look at turning them off. Yeah.

David Lindley-Or turning them down.

Mary Larson-Or a shorter cycle.

Lisa Harrison-I think that would be an interesting experiment with minimal impact on the look of the Park. I do not want any trees dying obviously, but I do think that we kind of know when the rains

are coming. I do not want this to be labor intensive either, but we do often know when the rains are coming. Like you said it takes a day and a half to run one cycle. Well you intend to water every other day and it takes a day and half to run the 80 cycles. Maybe we take a few zones over there that are behind the McNeese's or their neighbors and Skip's home area and maybe we can solve this problem organically.

Brian Anderson-We have a rain sensor that whenever it rains enough, and we have had instances when the rain sensor has malfunctioned; but when it is normally working it would not let the water run when it's raining.

Lisa Harrison-Or if it rained in the last 24 hours, but you don't have the kind where you know it's going to rain tomorrow?

Brian Anderson-No. The other thing is its connected to a weather station too so the weather station gives the computer information about how much evapotranspiration events, so it would dial it back because of the weather, so if it has rained a lot and the humidity is high, it reduces how much it is going to water. It is called a Maxicom system and is something we have connected everywhere in all of our City owned systems we run it.

James Azeltine-Don't we have Weather or Not System?

Brian Anderson-Yes but that is just a weather report, a Meteorologist. It's not linked to our irrigation.

Skip Wombolt-So why wasn't (the drain system pipes behind the east end houses) ran down on the west end?

David Ley-There is a swale that drains to the east and the concern was the erosion going down to that swale and that is why the storm sewer was connected up that slope.

David Lindley-Because of the height of the underground metal pipe on Mission you can't do anything-I guess I was looking is there any way to get this done before 2022? Because of the elevation you are going to need...

David Ley-We have to put it a foot below the storm sewer pipe.

David Lindley-So you couldn't empty it.

Matt Kayrish-Is there the possibility of a small water pump to be installed there? Is there electric access back there, and perhaps just a little bit of landscaping out to Mission Road?

David Ley-We've never installed pumps or anything like that in the storm sewers, it's all just gravity fed.

Brian Anderson-One thing we have in the path is there are path lights, so there is electric along the trail. But I've never done that either.

James Azeltine-That would have to be a pretty big pump wouldn't it?

Brian Anderson-And then making sure it is always working, another thing to worry about.

Lisa Harrison-And then I think we'd have a new complaint. Pumps being a noisy thing.

Curt Talcott-That basically would be what you are doing is putting sump pumps in. A pit and water running in the pit.

Matt Kayrish-But the alternatives are, if it's working. The water is draining and we have several residents who are not experiencing these issues and you can present, well it is here to relieve the water and we are addressing it in 2022 anyway, so this truly is a temporary solution. Thank you and please be patient.

Lisa Harrison-We do know all of these projects require a certain amount of patience. Everybody gets put on a list that's two to three years down the line.

Skip Johnson-The other option you've got and actually what Skip has done in his yard, you can put the inlets and the pipe in now and have them as just a bubbler at the end until 2022 and then connect them at that point. But you are going to have an awful wet area up there by Mission Road.

David Ley-Mission Road actually sits higher than this area, it is up about two feet so the water would never go anywhere.

Lisa Harrison-There are many utility boxes over there too and that would make me nervous with all the water pooling.

Skip Johnson—You would, to stop it short of getting there. As an option you could put a depression in there and do some of the work, or a hole to run through if you want another temporary solution as opposed to putting a pump in.

David Ley-The concern is we would have more standing water throughout the year with mosquitoes and everything else down there.

Skip Wombolt-Just like my back yard.

David Ley-Yeah. Well your back yard does drain. This wouldn't drain.

Brian Anderson-If we do that improvement there, will you design it so that the water...If these homes would do some stormwater improvements on their properties could they drain it to ours?

David Ley-No. It would be too shallow. Ours would be so shallow that it would be down a couple feet but his yard drops down a couple feet so he would not be able to tie into it. But if you wanted to do something like that then you would have to bring the storm sewer off of 132nd Street and then bring a storm sewer line down where he could actually tie into the curb inlet. Then it would be just a direct connection from his private drain system into that curb inlet.

Brian Anderson-Skips problem is his home has the same thing. It sits higher in one place but then another spot is just as flat. There same amount of standing water here is also over here. Not sure if they plumbed into it then they could...

David Ley-Well the one to the west could probably tie into it if we allow them to, because the pipe is going down at that point. It's flowing west so it's getting deeper as we go west.

Curt Talcott-At that reduce the water at that point it becomes just water that is falling on the private property is what their dealing with. That's really the City's responsibility to insure we're keeping the water from the Park, we are taking care of it and not letting it run through or causing problems for someone else's property at that point.

James Azeltine-After a significant rain does water stand on that trail? Yes. Well then that is an issue for us as a City too.

Brian Anderson-There may be pockets of water, but there is no standing water on the trail like a quarter. There may be a low area but that will be wet. If there is a lot of standing water and constant flood conditions, grass will not live, it will die.

Lisa Harrison-And that grass is living.

Brian Anderson-It is always moist and wet, and where we have bare spots that is where it ponds.

Lisa Harrison-Then you have that hedge row so that area is also getting constant shade too, so there is a bit of a trifecta going on there. It's low, it's flat, you have a huge tree line with shade so there is not as much evaporation oh and it's harder to grow grass in the shade when it's wet

anyway. So aren't we, some of the problems are logical that we cannot fix right? You are right though Brian the grass on the Parks side looks healthy and the mowers come in there. I'd love to play around with the zone sprinklers and turn a couple of those zones over there off and see we don't make this area better.

Brian Anderson-They are pop up rotors so they probably cover about 30' for each head. It may get out on the other side of the trail in places. Where it gets wider and the trail moves to the south it is doing all along and further west.

Lisa Harrison-Even on the berm, I'd like that area to be a little dryer so maybe it will hold more water when it rains is what I'm wondering. A little sponge activity.

James Azeltine-Another thing I'd like to point out is if Skip decides to hire a drainage specialist to come in there and look at things and offer up some potential solutions, we have a cost sharing program that we could try to put in que for that where maybe we could pay for at least half of it I think. That is one thing to keep in mind. IN the mean time between now and 2022 maybe we can tack it onto this project as an option.

David Ley-The Mission Road is a 2.2 million dollar project. So really if you were looking at trying to fund it, if we added to that project then you are taking that money out of the street fund. But we would have assuming the 1/8 cent sales tax or if we try to increase that tax. If that gets approved in two years then we would have the 1/8 cent sales tax fund we could use too. The estimate is \$110,000.00.

James Azeltine-We usually get change orders for that.

David Ley-We are usually running pretty tight on our estimates. Our estimate for Lee Boulevard was right on this year. Mission Road that is under construction now we had under estimated the cost. We try to keep them pretty tight.

Matt Kayrish-Still feel if we could find a quiet commercial grade pump to tap into the system you've already installed that could be the cheapest temporary solution.

James Azeltine-But you are talking about pumping that water toward Mission.

Matt Kayrish-No the other solution is not just to pump it towards Mission but with a plan to tap into the system that Skip already installed. With a commercial grade pump on the City's property, quiet if that is available could be, it is just an idea but it could be the cheapest solution for the next two and a half years. So it would take a little updating of Skips system to extend into the City's property but it could be like a sewer drain with a pump there that is pushing the water through Skips' system out to the street. Then we already said once it's in the street it will drain eventually or it will drain.

David Ley-In order to use City funds it would have to be in a public storm sewer system so he would have to be drainage easements and typically we do not do things like that. It is considered more of a private matter for the home owner to address.

Skip Wombolt-So it sounds like I need to build a berm until 2022.

David Ley-Blocking water is also against City Code.

Brian Anderson-I will say if you do build a berm, things like that, you will start affecting the trees that you have. And the trees are actually helping to pull water out of the ground as well. So you do not want to lose them.

David Ley-So in the heavy storm event, that wall that was built, is that blocking water from flowing east? It seems like the water is all trying to flow north. So the wall here, it is so flat it's

hard to tell. It looks like the water is trying to go north and the wall is going another direction. I do not know if the water-it seems like this is higher than the valley going through your property.

Skip Wombolt-Well that is where that pond is. Ducks would land right there. So yea, most of it would run down to 3745. That's where they had to build their little berms to get out of there. But a lot of it was coming this way.

Curt Talcott-Does the wall just go between the properties or is it turning along the back?

Skip Wombolt-Just between the properties. So you said blocking water is against Code. So is that wall against City Code?

David Ley-Depending on how the water is flowing. I can't tell when I go out there and look. You can see the contours. It seems like the water is trying to flow north. And if that is the case it may be keeping water on his property.

Brian Scovill-It looks like that wall comes out there. Water drains from the trail north; hits that wall and travels along essentially the southeast side of the wall northeast towards their house, reducing the amount of water that flows onto 3745. At least in that corner. It's hard to tell it's so flat there.

Curt Talcott-It may be not only blocking water but keeping it on his own property for a while it appears.

Dave Ley-It hits this wall and kind of redirects it but it may be still allowing it to swing around and get back towards the property.

Skip Wombolt-You can see it just floods their back yard. And then it comes here and it just sits. It has to go somewhere and that's why we built that up so at least when it comes here to turn and move. But when you have ducks landing in your back yard for three days then there is a lot of water. You had mentioned that your water is not supposed to be coming into our property but our yard is not that big. It is a good size but it's not that big enough to have that much water sitting there on a regular basis.

David Ley-City Code isn't to require the water to cross a property line that's typical.

Curt Talcott-That's not what I was saying. If we are trying to help this situation, that's taking care of the water that is draining on your property from the Park. That's where we can really help you if that is the desire but the water that falls on your property is.

Lisa Harrison-And this Committee as I understand the responsibilities we do not really deal with the water that lands on private property that causes floods. We deal with what is coming off streets and parks.

Skip Wombolt-That's what I was saying, my yard is not big enough for that much water to land on my property. It should drain.

Curt Talcott-There are all kinds of properties around that have a pond in their yard. You have a pretty good sized lot you could have water standing on your property. I'm not saying that there is a lot of water from the park, but you do have a big enough yard that you could have a pretty significant pond after it rained just from the water coming down. My neighbors have an area in their yard that takes two to three days to drain out.

James Azeltine-Skip I have to correct myself on that cost sharing program I mentioned. Staff is telling me that we did adopt that as a goal an intermediate goal for the City but it is not passed yet. At some point I expect the Council to make a move on that. I envision that for

smaller things like this. Where we are not going to go onto your property because we have too many of these situations like this. But if we did have a cost sharing program where a resident is coming in and demonstrating a willingness to make an investment and do a study and all that to correct a situation then I would hope maybe later this year and I'd like to talk to our City Administrator about it. That we could have a program where people could come in and get put in que in our Capital Improvement Program for something like this. Chances are that this could help not only you but perhaps your neighbor too. On our bigger projects, we require a significant number of houses to be affected with at least one of them flooding and this is more of an individual thing. As Curt eluded to where the City is contributing to the problem we can certainly address that. And it sounds like what we might want to do is to recommend to the Council that we look at taking this on to the Mission Road Project in 2022.

Curt Talcott-I would make a motion that we recommend to Council to add a small storm sewer system with grading along the back of the Gezer Park to the 2022 Mission Road Improvement Project.

Lisa Harrison-Second.

All member present were in favor. Motion passes.

James Azeltine-Anything other issues we needed to talk about?

Julie Stasi-Had a couple follow up answers to questions you asked last meeting.

Q. Regarding if we do not have a quorum can we talk with no action?

A. No, we do not want any discussion at all. If on the meeting day the reserved quorum of members is not present, there is to be no meeting.

Q. You had asked does the 1/8 cent stormwater tax language mandate a 50/50 split between stormwater and streets repairs or is that something that we decided to do?

A. The split was mandated in the Ordinance establishing the tax. City Ordinance Section 1861, Section 1.

Q. Can we increase the amount of money to the tax, is 1/8 cent of a statutory max? Possibly could we increase the amount next time?

A. Yes, the Governing Body can agree to increase the tax from the current 1/8 cent (.125%) at the next voter renewal time. The current tax term expires on June 30, 2021.

Check with Legal Dept about a statutory maximum. Finance believed 1-cent is the max, but would defer to the Legal Dept and you would want to take that into consideration the effect an increase would have on the total sales tax paid in Leawood. Currently the Leawood sales tax rate is 9.100% and 10.100% in the TDD/CID areas. Finance then gave me a breakdown of where that goes.

6.500% State of Kansas

.100% Johnson County-Stormwater

.250% Johnson County-Public Safety

.250% Johnson County-Public Safety II (formerly Economic Dev; formerly School Tax)

.500% Johnson County

.125% Johnson County-Education Research Triangle
.250% Johnson County-Courthouse/Coroner Facility
1.000% City of Leawood
.125% City of Leawood-1/8 Cent Sales Tax

David Ley-There is going to be a discussion later this year with the Stormwater Committee on a recommendation by the Council on the percentages just to see how much money they estimated.

James Azeltine-If we raised it from an 1/8 to a quarter, we couldn't portray that as a renewal could we? Would that be a brand new thing?

David Ley-It would have to be voted and then go through next November.

James Azeltine-Does it have to be on the ballot this November since it expires in June?

David Ley- I believe there was some discussion to include this on the November 2020 ballot.

James Azeltine adjourned the meeting at 8:25 AM.

*Minutes transcribed by Julie Stasi, Public Works Department

*NOTE:

Staff has been directed in the past to condense Minutes; however when reviewing an issue or concern, I have included key points of discussion in order to understand what all went into the review of the Committee and ultimate recommendation/s.



ADVISORY BOARD
Meeting Minutes – July 9th, 2019 - 5:30 p.m.
Leawood City Hall – Maple Room

Board members in attendance: Chair Karen Ward-Reimer, Amy Vlasic, Kim Galbraith, Lorrie Hamilton, and Bob Wright

Board Members absent: Gary Swanson and JoLynn Hobbs

Council Liaison present: Julie Cain and Chuck Sipple

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

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

Chair Karen Ward- Reimer made a motion to approve the June 11th, 2019 meeting minutes. Kim G. moved the motion. Lorrie seconded the motion. The minutes were approved unanimously.

I. New Business

A. Discuss Cost of Possible Trail Repairs – South Trail Loop, Ironwoods Park

Chris informed the committee that there are trail safety issues at Ironwoods Park.

Brian explained that the switchback area behind the pond at Ironwoods Park is steep and uneven. The switchback trail was originally constructed with asphalt and that was removed and replaced with concrete by park staff. There are several other areas of trail at Ironwoods that need to be replaced. The approximate length of trail to be replaced is 3,750 feet. The cost for the project is estimated to be \$236,000.00, which does not include replacing 100% of the trails at Ironwoods Park.

Kim G. asked if we require pulverized granite in the concrete mix.

Brian replied yes, we do require pulverized granite for strength.

Chris added that the project would be completed in phases. We have \$100,000.00 in the CIP for trail repairs in 2020, in addition to our annual emergency repair budget of \$100,000.00.

Bob asked how bad the trail is.

Brian stated that it is patchy and has cracks. The cracks are getting large enough that bike tires may get caught in them.

Chris added that we will have a trail master plan completed by this fall prior to discussion of the next CIP cycle. It will incorporate repairs to other trails within Leawood over the next 15 years.

Kim G. asked when the project at Ironwoods would start.

Brian stated that the funding will not be available until 2020.

Council Liaison Sipple asked if we would have one contractor for several of the trail repair locations throughout Leawood to save money.

Chris stated that we would likely not realize any cost savings unless the projects were close in proximity.

B. Discuss E Bikes on Trails

Brian stated that he recently met with Parks and Recreation agencies and other Government employees from all over the Kansas City Metro Area to discuss whether e-bikes should be legal on trails. The Kansas City Metro Area Directors Association has decided to create a letter of recommendation regarding e-bikes on trails. The group clarified that there are three types of e-bikes:

1. Class One
 - Rider must pedal to get assistance from battery; motor has a max speed of 20 mph.
2. Class Two
 - Rider does not need to pedal; motor has max speed of 20 mph
3. Class Three
 - Rider must pedal to get assistance from battery; motor has a max speed of 28 mph.

Brian stated that the group is recommending class one and class three e-bikes be allowed on trails.

Amy asked if this policy is leaving out anyone with a disability.

Brian stated we are currently working on a policy that specifies ADA accommodations as well. This would include motorized wheelchairs.

Chris added that having a unifying rule will help people if they are traveling across city and state lines, as there are many connections throughout the metro and beyond.

Council Liaison Sipple asked what the timeline for the recommendation is.

Brian stated that they have a draft letter prepared. They will next take it to the Kansas City Are Metro Directors Association meeting for approval. We should have an official position by the end of this calendar year at the latest.

C. Bike Kiosk at City Park

Brian informed the committee that a trail-head is in the design phase for the North and South Bike Loops. It will be located just southwest of the pool at Leawood City Park. We engaged Vireo for this work and they have sent several preliminary design concepts. The trail-head will include a pergola for shade, benches and tables, a bike repair station, water bottle filler, a mister, and bike parking. The park staff will be building and completing this project.

April added that this might be a great opportunity to incorporate some artistic bike racks.

Bob asked what the approximate budget for the project is.

Brian stated that he did not know but the funds would come out of the annual operating budget. We will know more when we determine final design that will include materials and equipment.

Council Liaison Sipple asked if there will be any signage directing people to the closest bathroom.

Brian replied that he will definitely add signage for the closest restrooms, which are located at the Lion's Shelter. During the winter, we can also relocate a portable toilet nearby.

II. Old Business

A. Recommendation for Design Consultant – Future Park 96th and Lee

Chris stated that the selection task group would like to make the recommendation to the board that BBN Architecture be awarded the contract for the future park at 96th and Lee. The task group interviewed four consulting firms: BBN, Landworks Studio, Vireo, and Plaid Collaborative. Several of the companies had STRATA Architecture and Preservation as a consultant on their proposals. It is recommended that we use BBN with a caveat of adding STRATA to their team for an additional fee. The scope for Strata would only be to provide insight and possible restoration assistance on any of the buildings that the Governing Body decides to keep, which to date has only been determined to be the former City Hall. Staff would like to bring the recommendation to the City Council at the second City Council meeting in September.

Following discussion, Bob made a motion to recommended BBN Architecture for the of 96th and Lee park project. Lorrie seconded the motion. The motion was approved unanimously.

B. City Park Pond Project

Brian informed the committee that the pond at Leawood City Park has sustained damage from the flood of 2017. We have submitted the damages to FEMA and funds have been approved for repairs. We will be reaping past damage and mitigating future damage by setting the new limestone perimeter stones in a concrete footing. We will also be replacing the pond aerators and working hard to preserve the surrounding trees. Kissick Construction will be completing the project with a bid of \$344,000.00. FEMA will pay approximately \$200,000.00. We will begin this November and finish in early 2020.

III. Staff Reports

Brian reported the following:

- The repairs to the sinkhole at the entrance to Tomahawk Park is almost complete. We have also widened a portion of the trail at Tomahawk Park.

April reported the following:

- June was very busy for Oxford Schoolhouse with Book Club and History for All Ages.
- Children's Concert Series at the Lodge at Ironwoods were very well attended with approximately 300 attendees for each performance.
- Busy putting together the set for "Kiss Me Kate". Performances begin on July 11th and run through July 20th at the Ironwoods Park Amphitheater.

- Sunday Night Concert Series at Ironwoods Park begins first weekend in August and runs for 5 weeks.

Kim reported the following:

- We are hosting Johnson County Swim Championships tomorrow at the Leawood Aquatic Center.
- 4th of July had slightly smaller crowds this year due to rain.
- Fall soccer deadline is next week.
- Girl Scout Twilight Heritage camps have concluded.
- Gearing up for Truckin' in the Park on Saturday, August 24th.
- Doggie Dunk is September 3rd.

IV. Miscellaneous

Bob stated that he has visited the new Meadowbrook pickle ball courts and they have been completely full. He suggested doing whatever we can to support this sport since it is increasing in popularity for people of all ages.

Amy added that perhaps we could potentially add pickle ball courts to Ironwoods Park in the future.

V. Next scheduled Meeting Date

The next meeting will be held August 13th at 5:30 p.m. in the Maple Room of the Community Center.

Amy made a motion to adjourn the meeting.

Lorrie seconded the motion. The motion was approved unanimously.

The meeting adjourned at 7:00 pm.

Respectfully submitted,



Chris Claxton, Parks and Recreation Director

Leawood / I-Lan Sister City Committee Meeting Minutes – June 5, 2019

Meeting convened at 5:00 pm in the Community Room at the Justice Center.

Attending committee members: Jean Asbury, Debbie Azeltine, Julie Berger (City staff), Annie Best, Debra Filla, Tom Hammonds, Patty Hattaway, Bette Monson (Chair), Cindy Siemers, Diana Sun.

Excused: Jim Rochel, Jim Rawlings

Chairman's Comments:

- Introduction and welcome to newest committee member, Debbie Azeltine.
- Photo op for upcoming "Look to Leawood" publication that will focus on the City's two sister cities.
- **Motion by Julie Berger to accept Minutes of the Feb 2019 meeting (final reports). Unanimous approval.**
- Review Committee job descriptions (for red notebook) – sent via email to all members.
- All reports filed in duplicate – one for committee member's notebook; one for Chairman's file.

Venue/Menu: Bette Monson – report filed.

- Event date / time: Sunday, January 26, 2020 from 5:00-8:00 P.M. Year of the Rat
- Venue will be Ironhorse Golf Club's Vista 154 \$35 per person Cash Bar
- Cindy, Jean and Bette have been investigating catering options. Reported strong interest in Sichuan Dynasty (Rosana Square location) offering varied food choices; will provide food in disposable containers; Ironhorse staff agreeable to work as service providers for event (charge of \$300); rental of serving pieces being investigated by Jean. After discussion, committee agreed to further conversation with Sichuan Dynasty. Full report of menu and addition details will be provided at August meeting.

Decorations: Jean Asbury – report filed.

- Table/room décor will be similar to 2019 event. Minimal needs for decorations for upcoming event.
- Table favors already purchased by Cindy Siemers for 2020 event.
- Discussion held re: purchase of tea cups; space for storage being discussed with Julie.

Invitations: Annie Best (excused) – Bette gave verbal report.

- Annie and Marica will meet to draft ad for Parks/Rec brochure. Deadline mid-June.
- "Save the Date" cards and invitations will be designed and readied for preview at the next meeting. Timeline for mailing will be as in past years.
- Suggested "Save the Date" cards will be mailed by Oct; formal invites ~ mid-Dec; reservation deadline is Jan. 14, 2020.
- Julie Berger will assist on a timely manner for the Website usage. Invites will be mailed with website being activated concurrently

Entertainment: Debbie Azeltine – report filed.

- Drum Rollers "Lion Dance" confirmed for 2020 event. Will reconnect by November. W-9 form due to be sent to Drum Rollers (Julie to work with Debbie).
- Debbie will investigate ideas of informing guests more of the traditions of I-Lan and Lunar festivities.
- Additional entertainers discouraged due to space, length of event.

Reservations: Julie Berger – verbal report.

- Publicity (Parks/Rec, Save the Date, invitation, flyers) will all have clear directions for making reservations. Credit card billing will have phone number to call; personal checks will connect with Julie.
- Important elections in Taiwan in January may decrease Taiwanese guests' attendance for the Lunar dinner, per Cindy.

Set up/Take Down – Tom Hammonds gave verbal report. Jim Rochel, excused.

- Procedures will be as in past years. Timeline for set-up will be directed by Vista 154's availability.

(cont'd)

Chairman's Notes:

- Bette asked for new names of guests to be added to Master List by late August; challenged 3 new names per committee member.
- Timeline of meetings was presented.
- All meetings will be held in Community Room in Justice Center.

Next Meeting: TBD (most likely by late August). Email notice will be sent to committee.

Adjourned at 5:55 pm.

Submitted by Bette Monson

LEAWOOD FOUNDATION MEETING MINUTES
June 4, 2019

The meeting of the Leawood Foundation took place at 5:30 p.m., Tuesday, June 4, 2019 in the Conference Room at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas.

Attendees: Alice Hawk, Charles Lusk, Mary Ann Waldenmeyer, Marc Elkins, Susanne Teel, Renny Arensberg, Mayor Dunn, James Azeltine, Chris Claxton and Deb Harper.

Members Absent: Councilmember Debra Filla, Susie Rawlings, Mike Best, and Michelle DeHaemers.

Chairperson's Report:

- Chair Alice Hawk called the meeting to order at 5:40 p.m.
- Alice welcomed Ken Seltzer, a visitor, to the Board Meeting.
- The April 2, 2019 minutes were approved.
- Alice shared correspondence from Amazon Smile, Nonprofit Connect, the Blue Valley Educational Foundation and the Shawnee Mission Educational Foundation. Charles moved a donation of \$250.00 be given to the BV Educational Foundation and the Shawnee Mission Education Foundation. It was seconded by Mary Ann Waldenmeyer and passed.

City Update:

- Mayor Dunn reported on the visit by the artist of the "Walking Woman" and the dedication. The artist is pleased with the name, but it is unknown what the final name will be.
- The Budget meeting will be held June 10th. James explained the Capital Improvement Fund has been approved. The budget includes a multi-year corrugated pipe replacement project.

Financial Report:

- The current balance is \$208,948.65 as of 6/2/19.
- Oxford School fund is \$3,178.78.

Old Business:

- Chris reported on the "Pooch Paint" held June 1. Proceeds will be used to fund a portion of the cost to replace the agility course.

Memo

To: Mayor Peggy Dunn and Councilmembers
Scott Lambers, City Administrator

From: Dawn Long, Finance Director

Date: September 16, 2019

Re: 2021 Budget Calendar

Attached are the 2021 Budget Governing Body and Planning Commission calendars. Several worksessions have been scheduled to discuss the 2020 Operating and Capital budgets. Upon your review and approval, this calendar will be adopted at the September 16, 2019 meeting.

Please contact me should you have any questions.

Governing Body 2021 BUDGET/FINANCIAL CALENDAR

PRESENTATION/ADOPTION OF BUDGET CALENDAR BY GB	September 16, 2019
DISCUSS GB SHORT, NEAR & LONG-TERM GOALS	January 27, 2020 6:00 WSS
DISTRIBUTION OF 2021 - 2025 C.I.P.	March 13, 2020
GB SUBMITTAL OF 2021 BUDGET TOPICS TO CITY ADMIN	March 16, 2020
PRE-2021 BUDGET PUBLIC INPUT	April 6, 2020
PRESENTATION OF C.I.P. TO GOVERNING BODY	April 6, 2020 6:00 WSS
DISCUSS 2021 – 2025 BUDGET MODEL ASSUMPTIONS	
PUBLIC HEARING ON 2021 - 2025 C.I.P.	May 18, 2020
APPROVAL OF 2021 - 2025 C.I.P.	May 18, 2020
2021 BUDGET BOOKS DISTRIBUTED	May 22, 2020
BUDGET & FINANCE COMMITTEE WORK SESSIONS	June 8-9, 2020 6:00 WSS (9 th is tentative)
PUBLIC HEARING ON 2021 OPERATING BUDGET	August 3, 2020
COUNCIL APPROVE 2021 OPERATING BUDGET	August 3, 2020
CERTIFIED ASSESSMENTS & 2021 BUDGET DUE TO COUNTY CLERK (Oct 1 if an election is required)	August 25, 2020 OR October 1, 2020

JANUARY						
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DECEMBER						
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2021 - 2025
CAPITAL IMPROVEMENT PROGRAM (C.I.P.) CALENDAR

INTERNAL STAFF

Distribution of Materials	January 3, 2020
DUE to Finance	January 31, 2020
First Draft of CIP Distributed	February 14, 2020

GOVERNING BODY

Distribution to Governing Body	March 13, 2020
Work Study Session	April 6, 2020
Public Hearing on 2021 - 2025 C.I.P.	May 18, 2020
Approval of 2021 - 2025 C.I.P.	May 18, 2020

PLANNING COMMISSION

Planning Commission receives 2021 - 2025 C.I.P.	April 3, 2020
Planning Commission Work Study Session	April 14, 2020
Planning Commission Meeting/Approval of CIP Recommendations to the Governing Body	April 28, 2020



Memorandum

7.J.

TO: Peggy Dunn, Mayor
City Councilmembers

CC: Scott Lambers, City Administrator

FROM: Colin Fitzgerald, Deputy Chief

DATE: 16 September 2019

SUBJECT: City Facilities - Zoll AEDs

The Fire Department recently came before the Council on 12 August 2019 for purchase approval for professional response level automated external defibrillators (AEDs) and monitor defibrillators. This memo concerns bystander level AEDs to be mounted in city owned facilities. Currently, the City has 12 facility AEDs which are due for replacement. The existing AEDs are no longer supported by the manufacturer and supplies are extremely hard to acquire. This new purchase will not only upgrade to the latest generation AEDs but will also bring the total number to 15 allowing all city facilities to have an AED.

Please see the list on page two for current versus future AED locations.

AEDs are utilized for a patient in cardiac arrest. 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. This the same agreement that allowed the purchase of the Fire Department response level AEDs and Monitors.

The Fire Department will be taking over management, inspection, and maintenance of the facility AEDs from Public Works Maintenance as existing expertise and vendor connections make this a more natural fit.

The quote for fifteen (15) Zoll AED Plus units with associated equipment: **\$22,681.10**.

This amount is budgeted for 2019 in the Public Works Facility Maintenance budget, line 713000-11110.33800 - Expendable Equipment.

Existing AED locations:

1	City Hall – Lower Level Kitchen
2	City Hall – Main Level Break Room
3	City Park: Pool (summer) / Lion’s Shelter (winter)
4	Ironhorse Clubhouse – Pro Shop, counter cabinet
5	Ironhorse Clubhouse – Grill area
6	Ironhorse Golf Course Maintenance – Break Room
7	Ironwoods Park – The Lodge - Office
8	Justice Center – Court lobby – West wall
9	Justice Center – Main Level - Police Community Room
10	Justice Center – Lower Level - Police Dispatch Lobby
11	Justice Center – Upper Level - Police Investigations
12	Public Works Maintenance – Break Room

AED locations after this purchase:

1	City Hall – Lower Level Kitchen
2	City Hall – Main Level Break Room
3	City Hall – Upper Level*
4	City Park: Pool (summer) / Lion’s Shelter (winter)
5	Fire Department Administration*
6	Ironhorse Clubhouse – Pro Shop, counter cabinet
7	Ironhorse Clubhouse – Grill area
8	Ironhorse Golf Course Maintenance – Break Room
9	Ironwoods Park – The Lodge - Office
10	Justice Center – Court lobby – West wall
11	Justice Center – Main Level - Police Community Room
12	Justice Center – Lower Level - Police Dispatch Lobby
13	Justice Center – Upper Level - Police Investigations
14	Parks Maintenance Facility (after it is built)*
15	Public Works Maintenance – Break Room

*New locations

Staff Review

Fact Sheet

7.K.

**SUBJECT: APPROVE THE PURCHASE OF CITY VEHICLES
FROM SHAWNEE MISSION FORD
September 16, 2019**

DISCUSSION

The Public Works Department is requesting approval of the purchase of four (4) Ford Explorer-Interceptors for the Police Department. The City received this pricing from the MACPP (Mid-America Council of Public Procurement) Co-op bids.

The four new units will be replacing two vehicles that were damaged and two units scheduled for replacement in the 2019 Patrol Division Budget.

Public Works would like the City to purchase:
Four (4) 2020 Ford Utility PI AWD (K8A)
Explorer Interceptors POLICE UNITS
\$39,613/each for a total cost of \$158,452.00.

It is the recommendation of the Public Works and Police Departments that the Governing Body approves the purchase of the vehicles from Shawnee Mission Ford for a total price of \$158,452.00.

David Ley. P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Purchase of Vehicles

STAFF RECOMMENDATION

- For
- Against
- No position

COMMITTEE RECOMMENDATION

- For
- Against
- No position
- No Assignment

POLICY OR PROGRAM CHANGE

- No
- Yes

OPERATIONAL IMPACT

COSTS & FUND SOURCES

\$158,452.00
Capital Equipment Fund 13010.22130.812000
Police Patrol Units

Shawnee Mission Ford, Inc.

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

September 5, 2019

David Ley
City of Leawood

2020 Ford Utility PI AWD (K8A)

Exterior Agate Black (UM)
Interior Cloth Front Vinyl Rear (96)

Base Price	\$32,206
Options:	
• 3.0 L Eco Boost (99C)	\$4,104
• Trailer Wiring Harness (52T)	\$76
• Prewiring for Grille LED (60A)	\$49
• Pre Drilled Tail Lights (86T)	\$58
• Front Warning Aux LED Lights (21L)	\$524
• Keyed Alike (59B)	\$49
• Rear Door Locks and Window Inop (68G)	\$71
• Police Engine Idle (47A)	\$248
• Rear AC (17A)	\$579
• Quarter Glass Light (63L)	\$546
• Pocket Warning Light (21W)	\$Not Available
• Side Marker Lamps (63B)	\$276
• Reverse Sensing (76R)	\$261
• BLIS (55B)	\$517
• Cargo Dome Light (17T)	\$49
• Courtesy Lamp Disable	\$Incl in base price
• Full Wheel Cover	\$Incl in base price
• Radio Noise Suppression	\$Incl in base price
• LED Driver Side Spot Lamp	\$Incl in base price
Total	\$39,613

Thank you for your time and interest.

Sincerely,
Jay Cooper
Government Fleet Sales



7.L.

Staff Review

Fact Sheet

**SUBJECT: REQUEST TO APPROVE
KANSAS DEPARTMENT OF TRANSPORTATION PROGRAMMING FORM
REGARDING MISSION ROAD IMPROVEMENTS-133RD TO 143RD
September 16, 2019**

DISCUSSION

Attached is the completed project request form for the Kansas Department of Transportation. This form is needed so the State can assign a Project Number to our Mission Road Improvement Project from 133rd to 143rd Streets to receive federal aid.

This project is currently planned for design in 2020 and programmed for construction in 2022. The City will receive \$1,353,000 in federal aid to offset construction cost.

It is the recommendation of the Public Works Department that the City Council approve the KDOT Form #1302 for the above referenced project and authorize the Mayor to sign.

David Ley, P.E.
Director of Public Works

SPONSOR

Public Works Department

COUNCIL ACTION TO BE TAKEN

Approve KDOT Form 1302

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

Leawood Project No. 80175
KDOT Project No. *(to be assigned)*

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from Leawood

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Officials

David Ley, PE, Director of Public Works

Peggy J Dunn

ATTEST:

Mayor, City of Leawood

Title

Debra Harper, CMC, City Clerk



Memorandum

7.M.

TO: Peggy Dunn, Mayor
City of Leawood City Council
Scott Lambers, City Administrator

FROM: David Williams, Fire Chief

DATE: September 16, 2019

SUBJECT: Replacement of Storm Siren

The Fire Department is requesting to replace the storm siren located at 3800 College Boulevard.

The sirens are on a 20 year replacement schedule and we will be replacing several sirens over the next several years. The older sirens are not able to meet some the new technical requirements that are being instituted over the next few years.

We recommend the purchase from Blue Valley Public Safety \$27,090.89 The pricing is based on the MARC purchasing contract. Blue Valley Public Safety currently does the maintenance work on our sirens and is very responsive when we have issues with a siren.

There is \$39,000 budgtd for this purchase in 2019.

Account # 13010.22530.811000 - City Equipment Fund

Please let me know if you have any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "David Williams".

David Williams
Fire Chief

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT IN THE AMOUNT OF \$27,090.89, BETWEEN THE CITY AND BLUE VALLEY PUBLIC SAFETY, INC., FOR THE PURCHASE AND INSTALLATION OF ELECTRO-MECHANICAL ROTATING SIREN, SYSTEM OPTIMIZATION AND ACTIVATION OF STORM SIREN UNIT LOCATED AT 3800 COLLEGE BOULEVARD.

WHEREAS, the City is in need of services pertaining to the purchase and installation of an electro-mechanical rotating siren at 3800 College Boulevard;

WHEREAS, Blue Valley Public Safety, Inc. provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor 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 an Independent Contractor Agreement between the City and Blue Valley Public Safety, Inc., in the amount of \$27,090.89, 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 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 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 Blue Valley Public Safety Inc. ("Independent Contractor"), dated _____.

The Independent Contractor is a (n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: **509 James Rollo Drive**
City/State/ZIP: **Grain Valley, Mo. 64029**
Cell Phone **816) 847-7513**
Email: **dee@bvpsonline.com**

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

_____ or ON FILE

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

A. Work to Be Performed

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

Purchase and installation of electro-mechanical rotating siren, system optimization and activation of unit as described in the attached "Exhibit A".

Independent Contractor warrants to City that the materials and workmanship provided hereunder shall be free from defect for a period of two years from completion.

Independent Contractor shall provide copies of manufacturers' warranties on all equipment installed and supplied by the Contractor under this agreement.

B. Term of Agreement

The services called for under this Agreement shall commence on September 17, 2019, and shall be concluded on or before January 17th, 2020. All work will be coordinated with City Representative Dave Williams, Leawood Fire Chief or designee only at times approved by the City.

C. Terms of Payment

City shall pay the Professional the following amounts, according to the following terms and conditions:

The total amount to be paid by City to the Independent Contractor shall not exceed TWENTY-SEVEN THOUSAND, NINETY DOLLARS AND EIGHTY-NINE CENTS (\$27,090.89)

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

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

D. Reimbursement of Expenses

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

E. Federal, State, and Local Payroll Taxes

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

F. Responsibility for Workers' Compensation and other Insurance

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

Independent Contractor shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is authorized to do business in Kansas; carries a Best's Policyholder rating of A-:VII or better or is otherwise approved by the City. The Independent Contractor is required to carry insurance while

performing the proposed work for the City. The Independent Contractor will furnish a Certificate of Insurance to the City as part of their proposal.

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

1. Commercial General Liability

(a) General Aggregate.....	\$2,000,000.00
(b) Products / Completed Operations Aggregate.....	\$2,000,000.00
(c) Personal and Advertising Injury (Each Person).....	\$1,000,000.00
(d) Each Occurrence.....	\$1,000,000.00

2. Automobile Liability

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either (a) Any Auto; or (b) All Owned Autos, Hired Autos, and Non-Owned Autos.

(a) All autos Combined Single Limits (CSL).....	\$1,000,000.00
(b) Uninsured motorists.....	\$1,000,000.00

Umbrella policy may be used to meet coverage limits.

3. Workers Compensation (includes "all states" insurance)

- (a) Workers Compensation.....Statutory
- (b) Contractor shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.
- (c) Employer's Liability:
 - Bodily Injury by Accident \$500,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$500,000 each employee

4. Subcontractor's Insurance.

If any part of this Agreement is to be sublet, the Contractor shall either:

- (a) Cover all subcontractors under its insurance policies; or
- (b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

5. Notice of Claim Reduction of Policy Limits

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

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

G. Termination of Agreement

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

H. Independent Contractor Status

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

I. Equal Opportunity

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

J. Assignability

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

K. Choice of Law

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

L. Agreement

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

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

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

N. Hold Harmless

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

O. Lien Waivers

The Independent Contractor will provide the City with a list of any subcontractors or others performing work on this project and the Independent Contractor will not use any other subcontractors or others on the project. The Independent Contractor will provide a lien waiver from any such subcontractor. Such waivers will hold the City free from any liens for work or materials and must be received by the city prior to final payment to the Independent Contractor.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn, Mayor

Date: _____

ATTEST:

Debra Harper, CMC, City Clerk

AS TO FORM



Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Norma R. Cates

By:



Title: President

Address: PO Box 363, Grain Valley, MO
64029

Email norma@bvponline.com

Date: 08/07/2019

"Exhibit A"



Blue Valley Public Safety, Inc.
 PO Box 363 - 509 James Rollo Dr.
 Grain Valley, MO 64029
 Sales: 800-288-5120
 Fax: 816-847-7513

Contact Name: Fire Chief Dave Williams
Customer: Leawood Fire Department
Address: 14801 Mission Road
City: Leawood
State: KS
Zip: 66224
Phone: 913-681-6788 X11
Cell: *
Fax: *
Email: dave@leawood.org
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: BVPS
 807191240**
 Please reference quote
 no. on your order
Date Quoted: 8/7/19

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
Siren Equipment							
1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	450	\$ 7,770.84	\$ 7,770.84
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$ 6,418.86	\$ 6,418.86
3	1	PVS240W-48	SOLAR POWER OPTION, FC	0	0	\$ 2,958.00	\$ 2,958.00
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$ 349.74	\$ 349.74
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	20	\$ 117.45	\$ 117.45
Total Equipment							\$ 17,614.89
Shipping							
1	1	ES-FREIGHT	Shipping Fees	LBS	730		\$ -
Services							
1	1	TK-I-2001DC	2001 DC Only Standard Installation 4 Standard Batteries Site Optimization 50' Class 2 Wood Pole	0	0	\$ 6,100.00	\$ 6,100.00
2	1	TK-IO-CUSREMOV	Removal Services, Custom	0	0	\$ 816.00	\$ 816.00
3	1	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt. CUSTOM	0	0	\$ 560.00	\$ 560.00
4	1	BV-ROCK	Not to Exceed - Cost for core driller if rock is encountered during drilling			\$ 2,000.00	\$ 2,000.00
Total Services							\$ 9,476.00
Total of Project							\$ 27,090.89

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt
 Services, Net 30 Days as completed,
 billed monthly. Net 30 will not be held
 for installations.

Brian Cates

 Signature

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
 Signature: _____
 Title: _____

_____ Date: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
 Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029
 Fax: 816-847-7513
 dee@bvpsonline.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2019

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

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

PRODUCER Creative Planning Property & Casualty LLC 5440 West 110th Street Suite 101 Overland Park KS 66211	CONTACT NAME: Terri Johnson PHONE (A/C No. Ext): (913) 341-0900 E-MAIL ADDRESS: certificates@creativeplanning.com	FAX (A/C, No): (913) 341-0901
	INSURER(S) AFFORDING COVERAGE	
INSURED Blue Valley Public Safety, Inc. PO Box 363 Grain Valley MO 64029 000 LIC. # 014345	INSURER A: Cincinnati Specialty Underwriters Ins. Co.	NAIC # 13037
	INSURER B: Cincinnati Insurance Company	10677
	INSURER C: American Interstate Insurance Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSU0050784 RECEIVED AUG 27 2019	09/07/2019	09/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0209327 PUBLIC WORKS	09/07/2019	09/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0050785	09/07/2019	09/07/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AVWCMO2731782018	09/07/2019	09/07/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			ENP0209327	09/07/2019	09/07/2020	Limits \$25,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Outdoor Warning Siren Installation

City of Leawood, KS is an additional insured on a primary and non-contributory basis including ongoing and completed operations with respects to the General Liability when required by written agreement. City of Leawood, KS is an additional insured with respects to the Automobile Liability when required by written agreement. A Waiver of Subrogation is included with respects to the General Liability, Automobile Liability and Workers Compensation when required by written agreement and where allowed by law. Excess Liability follows form.

CERTIFICATE HOLDER**CANCELLATION**

City of Leawood, KS
4800 Town Center Drive

Leawood

KS 66211

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

AUTHORIZED REPRESENTATIVE

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7.N.

Staff Review

Fact Sheet

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR DESIGN OF LEE BOULEVARD BETWEEN 83RD AND 95TH (PHASE II) September 16, 2019

DISCUSSION

On September 3, 2019, the Public Works Committee recommended and Council approved the recommendation of the PW Committee to contract with Brungardt, Honomichl & Company, P.A. (BHC Rhodes) for design of Lee Boulevard between 83rd and 95th (Phase II) Improvements.

Staff is requesting the approval of the attached Engineering Services Agreement for the design of Lee Boulevard between 83rd and 95th (Phase II) Improvements for design fee not to exceed \$248,900.00.

The Project consists of installing storm sewers in areas where the grade of the roadside ditches are steep and have erosion, adding bike lanes, mill and overlay, updating the guardrail, replacing high-pressure-sodium (HPS) with light-emitting diode (LED) light fixtures and striping.

The Public Works Department requests Council approve the contract with BHC Rhodes for a total of \$248,900.00 and authorize the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Contract

STAFF RECOMMENDATION

- For
- Against
- No position

COMMITTEE RECOMMENDATION

- For
- Against
- No position No Assignment

POLICY OR PROGRAM CHANGE

- No
- Yes

OPERATIONAL IMPACT

COSTS

\$248,900

FUND SOURCES

Project #72054

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING AGREEMENT IN THE AMOUNT OF \$248,900.00 BETWEEN THE CITY AND BHC RHODES, FOR THE DESIGN OF LEE BOULEVARD BETWEEN 83RD STREET AND 95TH STREET [PHASE II] [PROJECT # 72054]

WHEREAS, the City is in need of engineering services pertaining to the design of Lee Boulevard between 83rd Street and 95th Street;

WHEREAS, BHC Rhodes provides such services; and

WHEREAS, the parties desire to execute a Professional Engineering 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 an Engineering Agreement, in the amount of \$248,900.00, between the City and BHC Rhodes, 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 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

CITY OF LEAWOOD, KANSAS

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Leawood, Kansas, hereinafter "City," and Brungardt, Honomichl & Company, PA (BHC RHODES), hereinafter "Consulting Engineer". City intends to construct an improvement project (hereinafter called the Project) in Leawood, Kansas, described as follows:

The project will widen Lee Boulevard from 83rd Street to 95th Street to add bike lanes, ribbon curb, storm sewer structures, guardrail, LED lighting, and other improvements.

City hereby contracts with Consulting Engineer for the furnishing of professional engineering services in connection with the Project, for the furnishing of such engineering services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer represents to City that Consulting Engineer is professionally qualified to do this Project and is licensed to practice engineering by all public entities having jurisdiction over Consulting Engineer and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined

words shall have a meaning parallel thereto.

"City" means the City of Leawood, Kansas.

"Construction Cost" means and includes the total cost of the entire construction of the Project, including all overhead and profit, supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer fee, special consultant's fee, or other payments to the Consulting Engineer and shall not include cost of land or rights-of-way and easement acquisition or financing costs.

"Consulting Engineer" means the individual or corporation identified on Page 1 to perform consulting engineering services, preparation of plans, specifications and contract documents. Consulting Engineer shall retain as necessary the services of engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents so identified in the Agreement for Construction of the Project, including all Engineering Documents. All terms defined in the General Conditions of the Agreement for Construction of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Contract Time" means the completion of contract documents suitable for competitive construction bidding shall be as shown in Section II-1.

"Engineering Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports.

"Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, construction administration, if applicable, and all other acts, duties, and services required of Consulting Engineer under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Percent of Services Completed" means work completed in accordance with the completion of the scope of work as defined in Schedule A (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

"Program" means space needs study or other concept criteria to determine the total design scope of the Project.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project. The City's Project Manager is **Brian Scovill**.

"Reimbursable Expenses" means expense of transportation beyond fifty (50) miles of location of Project, reproductions not including printing prior to final publication of documents, postage, handling of engineering and contract documents, renderings, models and make ups and other costs as authorized by City.

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

“Scope of Engineering Services” That work as defined and identified with a time schedule in Schedule “A” (SCOPE OF SERVICES) attached hereto and incorporated herein.

“Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment and appropriate professional interpretations and reports and logs of all the foregoing.

“Traffic Control Plan” means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer:
 - a fixed amount of **\$245,200.00**; and
 - up to **\$3,700.00** in reimbursable expenses.

The total amount of the City’s payment shall not exceed \$248,900.00. The total fee is based on the performance of the scope of services specified in this Agreement, with submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals on or before March 5th, 2020. Payment to Engineer shall be made monthly based upon the Percent of Services Completed.

2. Additional Services: Consulting Engineer shall provide, with City's concurrence, services in addition to those listed in Section III when such services are authorized in writing by City. Prior to commencing any additional services, Consulting Engineer must submit a proposal outlining the additional services to be provided and the fixed lump sum fee therefore. City

shall pay Consulting Engineer for such services in accordance with the fees based on Schedule "B", (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City, providing services necessitated in the event the Engineering Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost but not to exceed the stated allowance amount. Records of Reimbursable Expenses and expenses pertaining to additional services shall accompany request for payment. The Allowance Amount may be increased by written agreement to cover Reimbursable Expenses associated with Additional Services.

3. Special Services: Consulting Engineer may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer shall not be compensated by City if its appearance is to defend its own professional Engineering Services. Consulting Engineer shall not be compensated by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-ways for the Project. If Consulting Engineer is requested,

in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein.

4. Billing: Consulting Engineer shall bill City monthly for all services performed to date and based on Percent of Services Completed as shown on project progress report submitted to City with such billing. City agrees to pay Consulting Engineer within thirty (30) days of approval by the Governing Body.
5. City's Right to Withhold Payment: In the event City becomes informed that any representations of Consulting Engineer provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer immediately. Consulting Engineer will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures in Section II-4.
6. Progress Reports: A progress report must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Consulting Engineer and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.

7. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer, the Consulting Engineer shall be compensated for time and expense based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in Total Fee or Contract Time must be approved through a written Supplemental Agreement. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide for additions, deletions and revisions in the Engineering Services or to modify the terms and conditions thereof by written Supplemental Agreement.

The Total Fee and Contract Time may only be changed by a written Supplemental Agreement approved by City, unless it is the result of an emergency situation in which case the Project Manager may give written approval to be followed by a written and approved change in Scope of Services. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including but not limited to, Total Fee or Contract Time, is a requirement of any insurance policy held by

Consulting Engineer as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER

Consulting Engineer shall furnish and perform expeditiously the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project which services shall include:

A. PRELIMINARY DESIGN PHASE

1. **Services**: The services to be provided during this phase and time of performance are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
2. **Preliminary Design Documents**: Consulting Engineer shall furnish the City **FOUR (4)** copies of the above preliminary design documents, unless otherwise noted in Exhibit "A." (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
3. **Preliminary Cost Estimate**: Consulting Engineer shall furnish City a preliminary estimate of Construction Cost based on the preliminary design. Consulting Engineer's preliminary estimate of Construction Cost is to be made on the basis of Consulting Engineer's experience and qualifications and represent Consulting Engineer best judgment as an experienced and qualified design professional, familiar with the current construction industry's pricing structure. Consulting Engineer cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from

the cost estimates prepared by the Consulting Engineer.

4. Budget: Consulting Engineer shall promptly advise City if, in its opinion, the amount budgeted for design and construction is not sufficient to adequately design and construct the improvement as requested.

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase and time of performance are set out in Schedule "A"(SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
2. Final Design Documents: Consulting Engineer shall furnish City **FOUR (4)** copies unless otherwise noted in Exhibit "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein of the final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project. Such permits include permits for storm water runoff, building permits, demolition permits and similar permits.

C. CONTRACT DOCUMENTS PHASE

1. Contract Documents: Consulting Engineer shall prepare for City final design plans, construction contract documents, supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents, unless such documents are provided by City. The City Attorney will review all such contract forms and conditions and provide Consulting Engineer with comment prior to release for

bidding.

2. **Final Cost Estimate:** Consulting Engineer shall furnish City an estimate of Construction Cost based on final contract documents. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. Consulting Engineer cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Consulting Engineer.
3. **Budget:** Consulting Engineer shall advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, design, construction, right-of-way and easement acquisition, inspection and testing.

D. BIDDING PHASE

1. **Services:** The services to be provided during this phase are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
2. **Bids Exceeding Cost Estimate:** If all bids exceed Engineer's Estimate, Consulting Engineer, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Engineer's Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer, without additional charge to City, shall consult with City and shall revise and modify the

drawings and specifications as necessary to achieve compliance with the "Engineer's Estimate".

E. CONSTRUCTION PHASE

1. In-house Administration and Inspection: It is understood that City will provide in-house administration and inspection of the construction project; however, Consulting Engineer shall consult with and advise City, when requested. In event that inspection services are made part of services set out in Schedule "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein, a delay in construction shall not be grounds for an additional payment.
2. Services: The services provided during this phase are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
3. Supplemental Drawings: If during construction, situations arise which require supplemental drawings or details, Consulting Engineer agrees to timely provide such supplemental drawings or details at no cost to City when the supplemental drawings or details, are required to correct Consulting Engineer's negligent errors or omissions or clarify Consulting Engineer's intent in the original design and preparation of Contract Documents.
4. Notice of Defects: If, based on Consulting Engineer's involvement during the construction phase, Consulting Engineer observes or otherwise becomes aware of any design or construction defect in the work, it shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting

Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by construction contractor and programs in connection with the construction work, since these are solely the Contractor's responsibility under the contract for construction. Consulting Engineer shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.

5. Shop Drawings: Consulting Engineer shall review and take appropriate action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each Contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto.
6. As Built Plans: The Consulting Engineer shall prepare final revised Contract Documents which reflect change orders, minor design changes including changes made in the field and which are marked on the construction contractors plan set. The Contractor will provide the City a marked up set of record drawings. Because some of the data contained on the "As Built Plans" may be based on unverified information provided by others, the Consulting Engineer does not warrant the accuracy of information provided by

others.

F. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction (“General Conditions”): In addition to the responsibilities herein set forth, Consulting Engineer agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of the Agreement.
2. Personnel: Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that Randy Gorton will perform as the principal on this Project . This person shall be the primary contact, along with David Smalling, with the City’s Project Manager and shall have authority to bind Consulting Engineer. So long as the individual named above remains actively employed or retained by Consulting Engineer, he/she shall perform the function of principal on this Project. Personnel changes shall be approved by the City.
3. Subsurface Borings & Material Testing: If tests, additional to those provided for in Schedule "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein are required for design, Consulting Engineer shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by Consulting Engineer or its subcontractors and compensated as an Additional Service. The City shall be named as an intended third-

party beneficiary to the Consulting Engineer's subcontracts with the geotechnical engineer, the land surveyor and the testing laboratory. If so named, then the City agrees to pursue its claims directly against those subconsultants, and not against the Consulting Engineer, for damages caused solely by the negligence of those subconsultants.

4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer which is not defined within the scope of Engineering Services of Consulting Engineer. The payment for such additional services shall be subject to negotiation between City and the third party and shall be approved prior to the execution of any additional services. Although Consulting Engineer may assist City in procuring such services of third parties, Consulting Engineer shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.
5. Subcontracting of Service: Consulting Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written

consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D.(6) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$2,000,000 and provide the City with certification thereof unless waived by the City.

6. Endorsement: Consulting Engineer shall sign and affix licensing seal to all final plans, specifications, estimates and engineering data prepared by Consulting Engineer and shall cause all subconsultants to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by the Consulting Engineer and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.
7. Inspection of Documents: Consulting Engineer shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal.

SECTION IV - CITY OF LEAWOOD'S RESPONSIBILITIES

1. Communication: City shall provide to Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice

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to Consulting Engineer, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering Services.

2. Access: City will provide access for Consulting Engineer to enter public and private property necessary to the completion of the project.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein, as City's responsibility.
4. Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.
5. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer, with authority to transmit instructions and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. **Notice:** City reserves the right to terminate this Agreement either for cause or for its convenience and without cause or default on the part of Consulting Engineer, by providing ten (10) days' written notice of such termination to Consulting Engineer. Upon receipt of such notice from City, Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with City and, subject to City's approval, determine what Engineering Services shall be required of Consulting Engineer in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer shall also provide to City copies of all "Engineering Documents" completed or partially completed at the date of termination.

If City defaults on its obligation under this Agreement, Consulting Engineer is entitled to terminate this Agreement by providing ten (10) days written notice.

2. **Termination for Cause:** If this Agreement is terminated for cause, after notice to Consulting Engineer and a period of ten (10) days for the Consulting Engineer to remedy the cause for termination, City may take over Consulting Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and

completion. When Consulting Engineer services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer shall not release Consulting Engineer from liability.

3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided; City shall compensate Consulting Engineer for all Engineering Services completed to date of its receipt of the termination notice pursuant to Section II-4 and any additional Engineering Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer, City shall compensate Consulting Engineer for the reasonable cost of Engineering Services completed to date of its receipt of the termination notice pursuant to Section II-4. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.
5. Incomplete Documents: Neither Consulting Engineer nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer having been deprived of the opportunity to complete such documents and certifies them as ready for construction.

B. DISPUTE RESOLUTION

City and Consulting Engineer agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer shall proceed with the Engineering Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consulting Engineer's completed services unless Consulting Engineer gives notice of termination as provided in paragraph A.1. above; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All Engineering Documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is constructed or not. However, the Consulting Engineer will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer's copyrighted instruments, and at the option of Consulting Engineer may so identify them by appropriate markings. Provided that Consulting Engineer is paid for its services, either by termination or completion of services, then City may subsequently use these documents without any additional compensation or agreement of Consulting Engineer, however, such use, without written

verification or adaptation by Consulting Engineer for the specific purpose, intended by City shall be at City's sole risk and without liability or legal exposure to Consulting Engineer whatsoever. If City does reuse the Consulting Engineer's documents on another project, it shall retain Consulting Engineer or another licensed and insured professional engineer to review, adapt and seal such documents. City does not take any responsibility for the use of documents by others. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consulting Engineer's right to the documents.

D. INSURANCE

The Consulting Engineer shall maintain throughout the term of this Agreement, insurance in, at a minimum, the amounts specified below. All commercial general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by City. With the exception of professional liability, the Consulting Engineer 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. With the exception of professional liability, the Consulting Engineer shall name the City as an additional insured for all other claims as set forth below:

1. Professional Liability: Consulting Engineer shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance for the services rendered under the terms of this Agreement, in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. Commercial General Liability:
- | | |
|-------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Products/Completed Operations | |
| Aggregate | \$2,000,000 |
| General Aggregate | \$2,000,000 |

3. Automobile Liability Insurance: Policy shall protect the Consulting Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- A) Any Auto
OR
 B) All Owned Autos;
 Hired Autos; and
 Non-Owned Autos

Limits

Each Accident, Combined Single
 Limits, Bodily Injury and
 Property Damage: \$1,000,000

Policy shall insure the contractual liability assumed by Consulting Engineer under this Agreement.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws. The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

5. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that the carrier:

- A) Is authorized to do business in the State of Kansas;
- B) Carries a Best's Policyholder rating of A-:VII or better or is otherwise approved by the City.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate form provided by the Consulting Engineer's insurance carrier. This insurance shall be required only on City-funded projects where the state or federal government does not establish separate guidelines.

6. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Consulting Engineer shall either:

- a) Cover all subcontractors under its insurance policies;
- or
- b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

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

Prior to the signing of this contract the Consulting Engineer 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 Consulting Engineer shall promptly notify the City, upon receipt of notice of any claim in connection with the Contract, or any other contract in which the Consulting Engineer may be involved providing full details of the claim, including an estimate of the loss or liability.

The Consulting Engineer 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.

E. INDEMNITY

1. Indemnification for General Liability/Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subconsultants, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. Attributable to bodily injury, sickness, disease, or death or to damage to or

destruction of tangible property (other than the Project itself) of any person, firm or corporation including loss of use resulting therefrom; or

- b. Not the result of professional negligence; or
 - c. In addition, the Consulting Engineer's obligations hereunder shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of its agencies, officials, officers, or employees in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Agreement, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.
2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subconsultants, or others for whom the Consulting Engineer is legally liable, in the performance of professional services under this Agreement. The

Consulting Engineer is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

3. Additional provision regarding the indemnification provided under paragraph E.1. and E.2. of this agreement. It is agreed as a specific element of consideration of this Agreement that the indemnification provided by sections E.1. and E.2. of this Agreement 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; provided, however, that the Consulting Engineer's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consulting Engineer is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The Consulting Engineer shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The City shall provide Consulting Engineer with its rules and regulations.
2. The Consulting Engineer shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.
4. If the Consulting Engineer fails to comply with the manner in which the Consulting Engineer reports to the City in accordance with the provisions of K.S.A. 44-1031, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City.
5. If the Consulting Engineer is found guilty of a violation of the Kansas Act Against

Discrimination under a decision or order of the City which has become final, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the City.

6. The Consulting Engineer shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Consulting Engineer without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. INDEPENDENT CONTRACTOR

The Consulting Engineer is an independent contractor and as such is not an agent or employee of the City.

L. WORK PRODUCT FORMAT

1. For documentation purposes, an original electronic media compatible with the City's own (CAD) System on specified disk type and paper hard copies of (24" X 36" and/or 11" X 17") shall be prepared for the City's use. The number of hard copies and sizes will be determined in Schedule A (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein. If the City provides such electronic media to others for any purpose, City shall require the electronic media to be returned to City upon completion of such use. City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure by Consulting Engineer.
2. Project Documentation: All documentation provided the City other than project drawings shall be furnished on a microcomputer diskette, 3.5 inch, 1.44mb, in either Micro Soft Word file format or ASCII file format.
3. "Record" Drawings: Following construction, City and construction contractor will provide copies of changes and alterations made in the field during construction to Consulting Engineer to provide As-Built drawings, unless Consulting Engineer has

provided a diskette to City on which City can make changes. Consulting Engineer has the right to rely on the information provided by the City and construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES

(Only applies to projects receiving federal funds via the City)

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the Project Manager and should be returned to City with other final contract documents. It is the responsibility of Consulting Engineer to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

N. COVENANT AGAINST CONTINGENT FEES

Consulting Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or

any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Consulting Engineer shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Engineering Services or the Project at the time services are rendered. Consulting Engineer shall secure all occupational and professional licenses necessary to implement the Project and permits from public and private sources necessary for the fulfillment of its obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

R. EVALUATION

It is understood and agreed that the Consulting Engineer services shall be evaluated in accordance with Resolution 1391 of the City of Leawood, Kansas, dated March 23, 1998.

S. TERM OF AGREEMENT

This Agreement shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

T. EXECUTION OF CONTRACT

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

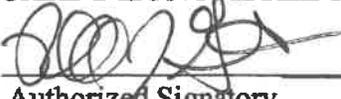
ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

BRUNGARDT HONOMICHL & CO., P.A.

By: 
Authorized Signatory

Vice President
Title

7101 College Blvd. Suite 400
Address

Overland Park, KS 66210
City, State, Zip Code

(913) 663-1900
Telephone Number

(913) 663-1633
Facsimile Number

SCHEDULE "B"

ADDITIONAL SERVICES FEE SCHEDULE

2019 HOURLY BILLING RATES

<u>Engineering Services</u>	<u>Hourly Rate</u>
Principal Program Manager	\$175.00
Project Manager	\$165.00
Sr. Project Engineer	\$155.00
Traffic Engineer	\$155.00
Project Engineer	\$140.00
Design/Staff Engineer	\$111.00
Senior Eng. Technician	\$111.00
Engineering Intern	\$55.00
Landscape Architect	\$110.00
Clerical	\$50.00
Surveying Services	
Survey Manager	\$155.00
Sr. Land Surveyor	\$155.00
Project Surveyor	\$125.00
Sr. Survey Technician	\$112.00
Survey Technician	\$77.00
Crew Chief	\$97.00
Crew Member	\$77.00
Construction Services	
Lead Construction Technician	\$133.00
Construction Technician II	\$113.00
Construction Technician I	\$83.00

* Rate includes local travel and miscellaneous survey supplies

RESOLUTION NO. 1391

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO ESTABLISH CRITERIA FOR EVALUATION OF PROFESSIONALS FOR THE PURPOSE OF DETERMINING RESPONSIBLE APPLICANTS FOR PROFESSIONAL SERVICES ASSOCIATED WITH PROJECTS OF THE CITY;

Whereas, the City of Leawood regularly enters into Professional Services Agreements for various City Projects within the City;

Whereas, it is the policy of the Governing Body to award City Professional Services Agreements to the most qualified applicant;

Whereas it is the desire of the Governing Body to see that Engineers and Architects performing work for the City provide a full measure of value in exchange for funds expended by the City and that in furtherance of this objective, Professional Services Agreements of the City are awarded to and performed by responsible Professionals;

Whereas, the Governing Body has determined that all Professionals performing Professional Services under contract with the City should be evaluated at the conclusion of their work;

Whereas the Governing Body has determined that a procedure should be established to evaluate Professional Services so as to assist the Director of Public Works in determination of responsible applicants for City projects;

Whereas the Governing Body has determined that it will consider evaluations of prior work of Professionals in determining responsible applicants for City Projects and that Requests for Proposals will be made only to responsible Professional Service Providers as determined by the Director of Public Works based on review of evaluations of prior work for the City;

NOW, THEREFORE, be it resolved by the Governing Body of the City of Leawood:

Section 1. Evaluation of Professional Services Applicants authorized. That the Governing Body of the City of Leawood does hereby authorize the Director of Public Works of the City to prepare and provide to the Governing Body evaluations of the work of all Professional services performing work under contract with the City.

Section 2. Criteria for evaluation established. In the evaluation of Professionals Services, the Director of Public Works shall consider the following criteria:

- A. Completion of work within the allotted time and within Total Fee.
- B. Consistency of work effort of the Professional.
- C. Quality of work performed by the Professional.
- D. Ability of the Professional to communicate and work with residents of the City.

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Revised 08/2017

- E. Cooperation of the Professional with City Staff, including but not limited to, time period a Professional takes to respond to a request of the project manager, contract administrator, construction inspector or the Director of Public Works.
- F. Responsiveness to correction of "punch list" items.
- G. Responsiveness to a direct request from the Public Works Director in matters where the Professional is required to take action to insure the safety of the public.
- H. Fairness and appropriate use of requests for change orders during the course of construction.
- I. Thoroughness of Specifications and Drawings.
- J. Construction Administration.
- K. Budget Compliance.

Section 3. Notification of evaluation to be included in Professional Services Agreements. All Agreements prepared by the City for design professionals performing work for the City shall contain provisions notifying applicants that work performed by the Professional will be evaluated and that said evaluations will be considered by the City in determining responsible applicants for future City projects.

Section 4. Evaluation Procedure. During the course of performance of Professional Services, the Director of Public Works shall monitor the work and prepare interim evaluations of the Professional's compliance with this resolution. Interim evaluations shall be provided to the Professional. On completion of the Professional's work the Director of Public Works shall prepare a final evaluation of the Professional's compliance with this resolution. On completion of and prior to submitting the final evaluation to the Governing Body, the Director of Public Works shall provide a copy of the final evaluation to the Professional for review and comment. On receipt of the Professional's comments, the Director of Public Works may revise the final evaluation and shall provide a copy of the revised final evaluation to the Professional. Any Professional disputing the final evaluation may appeal the evaluation to the Governing Body within thirty (30) days of notification of the final evaluation. On review and after consideration of such information as the Governing Body shall determine to be necessary to a fair review of the final evaluation and consistent with the requirements of due process, the final evaluation may be modified in a manner consistent with the findings of the Governing Body.

Section 5. Final evaluations to be considered in connection with solicitation of applicants for Professional Services. It is hereby established as the policy of the City that the Director of Public Works, in soliciting applicants for Projects shall consider said evaluation of prior work performed by a Professional and shall not request applications from such Professional for a period of one (1) year from the date of such unsatisfactory evaluation.

Section 6. Director of Public Works authorized to prepare additional forms and written procedures. The Director of Public Works is authorized to prepare such additional written forms and procedures as in his or her judgment as is necessary to effectuate the intent of this resolution.

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 Revised 01/2003

Standard Form as approved:
 Revised 08/2017

Section 7. Take effect. That this resolution shall take effect and be in force from the date of passage by the Governing Body and approved by the Mayor.

PASSED by the Council the 23rd day of March, 1998.

APPROVED by the Mayor the 23rd day of March, 1998.

(SEAL)


PEGGY J. DUNN, Mayor

ATTEST:


MARTHA HEIZER, City Clerk

APPROVED AS TO FORM:


RICHARD S. WETZLER, City Attorney

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Revised 08/2017

**CITY OF LEAWOOD, KANSAS
PROFESSIONAL'S PERFORMANCE CHECKLIST**

Consultant _____ Project Number _____

Report number _____ Date _____

1. Complaints _____
Comments:

2. Thoroughness of Specifications and Drawings _____
Comments:

3. Responsiveness _____
Comments:

4. Budget Compliance _____
Comments:

5. Construction Administration _____
Comments:

6. Quality of Product _____
Comments:

City Project Engineer/Date

Director of Public Works/Date

Page 1 of 2

T:\CONTRACT\ENGR\ENGR.doc
Standard Form as approved:
Revised 01/2003

Standard Form as approved:
Revised 08/2017

COMPLETING THE FORM

The numbered notes below correspond to the numbered sections of the first page.

The City's Project Engineer will complete the form and

1. Record the number and nature of any valid complaints.
2. List any instances of failure to meet the requirements of the contract requirements checklist.
3. Identify performance goals that have not been met during the reporting period.
4. Review any discrepancy reports and their final disposition.
5. Determine whether the consultant's performance is unacceptable, acceptable, or exceptional. A point value ranging from acceptable (5) to unacceptable (1) may be used instead of a descriptive term.
6. Summarize the consultant's performance for the period covered by the report and for the contract term to date either in a narrative or by assigning a point value.
7. Recommend actions to be taken by the consultant to improve performance or correct deficiencies and specify any liquidated damages that may be assessed for the performance period covered by the report. If the report shows acceptable performance, congratulate the consultant.

Page 2 of 2

T:CONTRACTENGRUENGR.doc
Standard Form as approved:
Revised 01/2003

Standard Form as approved:
Revised 08/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2019

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

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

PRODUCER Commercial & Personal Insurance Agency 11603 West 75th Street Suite 201 Shawnee OCC LIC. # <u>009923</u> KS 68214		CONTACT NAME: Linda Reilly PHONE (A/C, Ho, Ext): (913) 806-9511 FAX (A/C, No): (913) 806-9610 E-MAIL ADDRESS: lreilly@cnpins.com																						
INSURED Brungerdt Honornicht & Company 7101 College Blvd Ste 400 Overland Park KS 68210		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Indemnity Co Of America</td> <td>25886</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Indemnity Co. Of Missouri</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Insurance Company	25623	INSURER B:	Travelers Indemnity Co Of America	25886	INSURER C:	Travelers Indemnity Co. Of Missouri	25658	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: CL1982702868 REVISION NUMBER:

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

INS LTR	TYPE OF INSURANCE	ADDC	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	6802J567580 RECEIVED AUG 30 2019	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG ADINN \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	BA3030022 PUBLIC WORKS	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y	CUP7E895871	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7K012729	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured as respects General Liability per form CGD3790219, Auto Liability per form CAT9530215. Umbrella Liability follows GL, Auto and Employers Liability forms. Such coverages are primary and non-contributory to the Additional Insureds coverage adnw aiver of subrogation applies for the GL, Auto and Umbrella per the above listed form nos. Waiver for Work Comp is WC000313. 30 Days notice of cancellation except 10 days for non payment.

CERTIFICATE HOLDER

CANCELLATION

City of Leawood
4800 Town center Drive

Leawood

KS

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

AUTHORIZED REPRESENTATIVE

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Staff Review

Fact Sheet

7.0.

SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 4 TO ENGINEERING SERVICES AGREEMENT WITH MCCLURE ENGINEERING FOR WORK ON LEAWOOD SOUTH STORMWATER PROJECT
September 16, 2019

DISCUSSION

The Public Works Department is requesting the approval of Amendment No. 4 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 \$58,695.00.

Amendment No. 4 is for additional tasks and fees and are primarily related to redesign of multiple alignments to avoid impacts to healthy mature trees, redesign of the tie-in points for the next stormwater project from Waterford, and redesign to minimize impacts to the golf course.

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. Amendment No. 3 was approved August 12, 2019, for appraisal services and easement staking. These amendments revised the total contract value to \$468,760.00. With Amendment No. 4, the contract value will be revised to \$527,455.00.

It is the recommendation of the Public Works Department the City Council approves Amendment No. 4 to the contract with McClure Engineering Company in the amount of \$58,695.00 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

\$58,695.00

FUND SOURCES

Leawood Project 80255
Johnson County SMAC TM-04-008

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 4 TO THAT CERTAIN PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND MCCLURE ENGINEERING COMPANY, F/K/A SHAFER, KLINE & WARREN, INC., DATED APRIL 3, 2017, AND AMENDED ON MAY 7, 2018 AND AUGUST 12, 2019, IN THE AMOUNT OF \$58,695.00, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT, SMAC# 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 August 12, 2019;

WHEREAS, the parties desire to amend the Agreement for additional services; and

WHEREAS, the parties desire to execute Amendment No. 4 to the Professional Services 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.4 to the Professional Services Agreement between the City and McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc. in the amount of \$58,695.00, 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 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

AMENDMENT NO. 4

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 August 12th, 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

Additional task and fees include those related to redesign of multiple alignments to avoid impacts to healthy mature trees, redesigned of the tie-in point for the next stormwater project from Waterford, redesign minimize impacts to the golf course as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference.

The Agreement is further amended to add the fixed, lump sum fee to be paid to the Consulting Engineer of \$58,695.00 for these Additional Services.

ARTICLE 3 – EFFECT

The effective date of this Amendment is September 16th, 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 H. Parks, Jr.*

Address: 11031 Strangline Road

Lenexa, Kansas 66215

Phone: 913-307-2529

Email: pparks@mecresults.com

Additional Task and Fees							
Task Description	Matt	Paul	Ken	Brandon	Kait	Survey	Cost
	\$170.00	\$170.00	\$120.00	\$100.00	\$110.00	\$100.00	
Revisions to Line 19, added curb inlet on the west side at the the intersection of Pawnee and Wenonga and moved overall alignment to reduce street crossings and avoid tree removal.	39		60		16	41	\$19,690.00
Revisions to pipes and RCB at Cherokee Lane due to drainage calculation changes.	3.5						\$595.00
Revisions to RCB alignment and outfall to keep the existing bridge after meeting with the golf course and field visits.	8		16			14.5	\$4,730.00
Added Line 11 with additional grading to avoid multiple disturbances when Waterford ties in; redesigned Line 6 to reduce number of inlets; and then removed Line 6 because it will be included in the Waterford phase.	24		40		8	40	\$13,760.00
Revisions to Line 7 and area inlet grading at golf course. Proposed design removed to save trees, existing CMP pipes to be lined.			16			6	\$2,520.00
Revision to Line 1.18A and surrounding grading; remove Line 1.18A and explore/design berm grading options; remove the berm grading to avoid impacts to the golf course.	2.5		28		6	14	\$5,845.00
Revisions to Line 4A to move inlets to property line per city request.	4		4				\$1,160.00
Revisions to inlet locations and sizes to reduce lengths of 11 feet per city request.					4		\$440.00
Revisions to demolition and restoration plans for above design changes.		1		4	4		\$1,010.00
Revisions to construction limit for above design changes.		1		8			\$970.00
Revisions to construction sequencing and traffic control for above design changes.		4		16			\$2,280.00
Revisions to right of way plans and easements for above design changes.		3.5		12			\$1,795.00
Revisions to easement tract maps and legal descriptions for above design changes.				13		26	\$3,900.00
Total:	81	9.5	164	53	38	141.5	\$58,695.00

Staff Review

Fact Sheet

**SUBJECT: APPROVE AGREEMENT FOR CITY PARK
POND RESTORATION PROJECT
Kissick Construction Company**

September 16, 2019

DISCUSSION

The City Park pond sustained damage from the flood event of August 2017. Areas of the rock-lined perimeter were damaged when the gravel base was washed out. The unsupported rocks have cracked, split and settled unevenly.

The restoration of the lake is an eligible project for FEMA assistance as it qualified for mitigation funding, meaning, additional monetary assistance is being provided to protect the facility from future flood damage. Engineers designed a concrete footing for new limestone rock to be placed. The new rock will be cut stone and tested to ensure it is free of fractures. This project will require the lake be drawn down and emptied. Existing fish will be relocated in our nearby ponds or transferred to the creek. Existing trees will be protected. The submerged aeration system will be replaced with upgraded bubblers and piped air lines, which will provide higher levels of oxygen in the water to reduce filamentous algae.

The FEMA reimbursable expense is \$196,260.52. The City portion will be \$148,618.86. This amount includes a \$15,000 force account to give staff the ability to address minor changes if necessary. There is also \$15,592.50 for an optional Seepage Control application. The lake currently does not leak in a measurable way, but should changes cause measurable seepage, this product is designed to seal soil leaks and would be available, if necessary.

We will add a 3rd layer of rock along the north side of the lake, which is part of the non-reimbursable FEMA expense. This will improve lake access by reducing the slope from the shelter houses to the water. Safer for staff to mow the lawn and easier for visitors to fish the lake.

We received four bids from contractors. Kissick is recommended by staff as the lowest bid and have performed very reliably on other city projects. This project was bid last November, but the government shutdown delayed FEMA approval of the mitigation expenses to the point that we could not start and finish the project before April of 2019. This pond is also the water source for the park's irrigation system so the work needs to happen in the winter.

Brian Anderson
Superintendent of Parks



SPONSOR

Parks & Recreation Department

COUNCIL ACTION TO BE TAKEN

Approve Agreement with Kissick Construction

STAFF RECOMMENDATION

- For
- Against
- No position

COMMITTEE RECOMMENDATION

- For
- Against
- No position
- No Assignment

POLICY OR PROGRAM CHANGE

- No
- Yes

OPERATIONAL IMPACT

COSTS

\$344,879.38 Total Project

\$148,618.86 City's Portion

FUND SOURCES

13030 Capital Improvements

74095.120.844000 Flood Damage Repairs

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF \$344,879.38, BETWEEN THE CITY AND KISSICK CONSTRUCTION CO., INC., PERTAINING TO THE CITY PARK POND RESTORATION PROJECT, LOCATED AT 10601 LEE BOULEVARD, [PROJECT # 74095]

WHEREAS, the City is in need of services pertaining to the City Park Pond Restoration Project located at 10601 Lee Boulevard;

WHEREAS, Kissick Construction Co., 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 Kissick Construction Co., Inc. in the amount of \$344,879.38, 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 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Bid Tab For: 2018 City Park Pond Restoration Program

BID OPENING DATE: November 20, 2018 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	ONE (1) ADDENDUM ACKNOWLEDGED	TOTAL BID
Kissick Construction Company	X	X	\$344,879.38
She Digs It, LLC	X	X	\$354,611.00
MEGA Industries Corporation	X	X	\$370,737.00
TASCO Construction Co., Inc.	X	X	\$399,974.50
Engineer's Estimate:	-	x	\$290,350.48
(Continental Consulting Engrs)			

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.

CONTRACT AGREEMENT
LEAWOOD CITY PARK
POND RESTORATION PROJECT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the Work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed bid proposals for furnishing materials, labor and equipment for, and in connection with, the construction of: The Leawood City Park Pond Restoration Project, said work to include: Fish removal, pond dewatering, ledge rock removal, excavations and backfill, concrete and ledge rock shore reconstruction, material testing, and other construction and work as set forth in the Contract Documents.

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the bid proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to the said Contractor, a contract therefore for the sum or sums named in the bid proposal attached to, and made a part of this contract;

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

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

Bid Proposal Items 1.01-4.01

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Bid Proposal and other specified contract documents on file, all of which the contract documents form the Contract and are as fully a part thereof as if repeated verbatim herein; all Work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the contract) of **THREE HUNDRED FORTY-FOUR THOUSAND, EIGHT HUNDRED SEVENTY-NINE DOLLARS AND THIRTH-EIGHT CENTS (\$344,879.38)** for all Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor will commence work on a date to be specified in a written order form from the Owner, and will complete all work covered by this contract no later than **March 1, 2020**.

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

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

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

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

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

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

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

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

PARTY OF THE FIRST PART
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

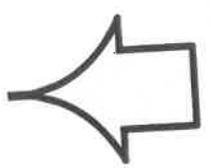
Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk
(SEAL)

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney



PARTY OF THE SECOND PART (CONTRACTOR)

Kissick Construction Co., Inc.

Printed Name of Company

By



Pete Browne - President

Title

8131 Indiana Avenue

Street Address

Kansas City, MO 64132

City, State, Zip Code

816-363-5530

Telephone No.

KISSICK

BID FORM
PROJECT NAME: LEAWOOD CITY PARK
POND REHABILITATION PROJECT
ADDENDUM #1

THE UNDERSIGNED BIDDER, hereby proposes to furnish all required materials, equipment, tools, supplies, transportation, and necessary labor and supervision to construct, install, plant, erect, and complete all Work stipulated in, required by, and in accordance with, the proposed Contract Documents, incorporated herein [including all documents referred to therein], and any and all written addenda thereto, for and in consideration of the price as follows:

The City of Leawood has the right to delete or add work items based on the following itemized and unit costs. Quantities for deleted items shall be taken from the plans. Quantities for added items shall be field measured. Unit and itemized costs below shall include costs for overhead, profit, labor, materials, equipment, mobilization, and all related costs required to complete such item. All itemized costs, unit prices and totals must be filled in for acceptance of bid.

1.00 DEMOLITION

Item No.	Description	Units	Unit Quantity	Unit Price	Unit Total
1.01	Fenced Construction and Grading Limits	LF	2200	\$3.80	\$8,360.00 ✓
1.02	Remove Pond Fish to Indian Creek	LS	1	\$2,500.00	\$2,500.00 ✓
1.03	Dewater Pond	LS	1	\$7,508.00	\$7,508.00 ✓
1.04	Remove Existing Ledge Rock and Geotextile Fabric Shore Line	LF	1176	\$11.78	\$13,853.28
1.05	Remove Air Diffusers and Air Lines from Pond to Pump House	EA	2	\$250.00	\$500.00
1.06	Remove Existing 3" PVC Conduit for Aerators	LF	8	\$85.00	\$680.00
1.07	Remove Existing Aerator Junction Box	EA	1	\$225.00	\$225.00
1.08	Remove and Replace 3" Schedule 40 PVC Pump Back Wash Line	LF	26	\$75.00	\$1,950.00
1.09	Pond Littoral Zone Excavation (580 LF x 7.26 SF/27)	CY	156	\$40.00	\$6,240.00
1.10	Excavation for Concrete Ledge Rock Footing (0.67' x 5' x 1150/27)	CY	143	\$48.00	\$6,864.00

1.00 SUB-TOTAL **\$48,680.28**

2.00 AERATION AND IRRIGATION INTAKE

Item No.	Description	Units	Unit Quantity	Unit Price	Unit Total
2.01	2" Schedule 40 PVC Conduit and Sweeps Installed with Pull String	LF	250	\$12.78	\$3,195.00
2.02	Aerator Junction Boxed Installed	EA	3	\$316.00	\$948.00
2.03	1/2" Self Sinking Flexible PVC Aerator Hose and Fittings Installed	LF	170	\$14.37	\$2,442.90
2.04	1/2" NFS Poly Pipe Aerator Hose and Fittings Installed	LF	350	\$10.35	\$3,622.50
2.05	12 Ga. Braided Trace Wire for NFS Poly Aerator Hose	LF	280	\$2.44	\$683.20

2.06	Existing Air Diffuser and Fittings Installed	EA	2	\$300.00	\$600.00
2.07 #1	1/2" Ball Valve (Installed on Each 1/2" Air Line at Existing Pump Manifold)	EA	0	\$0.00	\$0.00
2.08	Remove Existing Irrigation Filter Screen and Stand	EA	1	\$608.00	\$608.00
2.09	Stainless Steel Irrigation Intake Filter Screen Installed	EA	1	\$10,000.00	\$10,000.00

2.00 SUB-TOTAL

\$22,099.60 ✓

3.00 POND CONSRUCTION

Item No.	Description	Units	Unit Quantity	Unit Price	Unit Total
3.01	Formed In-Place Reinforced Concrete Footing (12" x 36")	LF	1150	\$51.65	\$59,397.50
3.02	2-Course Ledge Rock and Geotextile Fabric Installed	LF	810	\$99.00	\$80,190.00
3.03	3-Course Ledge Rock and Geotextile Fabric Installed	LF	340	\$142.00	\$48,280.00
3.04	12" ADS Pipe Outfall Replacement W/Fly Ash Slurry Backfill Installed	LF	12	\$315.00	\$3,780.00
3.05	Bentonite Mix Backfill Installed (1150 LF x 5.37 SF/27+10%)	CY	230	\$130.00	\$29,900.00
3.06	Compacted Earth Back Fill Imported	CY	242	\$35.75	\$8,651.50
3.07	Reinforced Concrete Pond Overflow	SF	170	\$33.80	\$5,746.00
3.08	NDS EZ-Roll Erosion Control Grid at Pond Overflow, Graded and Instaled	SY	78	\$36.00	\$2,808.00
3.09	Seepage Control, Inc. ESS-13 Pond Sealant Installed	GAL	945	\$16.50	\$15,592.50
3.10	Sod Over EZ-Roll Grid	SY	88	\$8.00	\$704.00
3.11	Prepare Seed Bed for Areas within Construction Limits	AC	0.90	\$4,500.00	\$4,050.00

3.00 SUB-TOTAL \$259,099.50

4.00 FORCE ACCOUNT

Item No.	Description	Units	Unit Quantity	Unit Price	Unit Total
4.01	Extra Work	LS	1	\$15,000.00	\$15,000.00

4.00 SUB-TOTAL \$15,000.00

BID TOTAL \$344,879.38

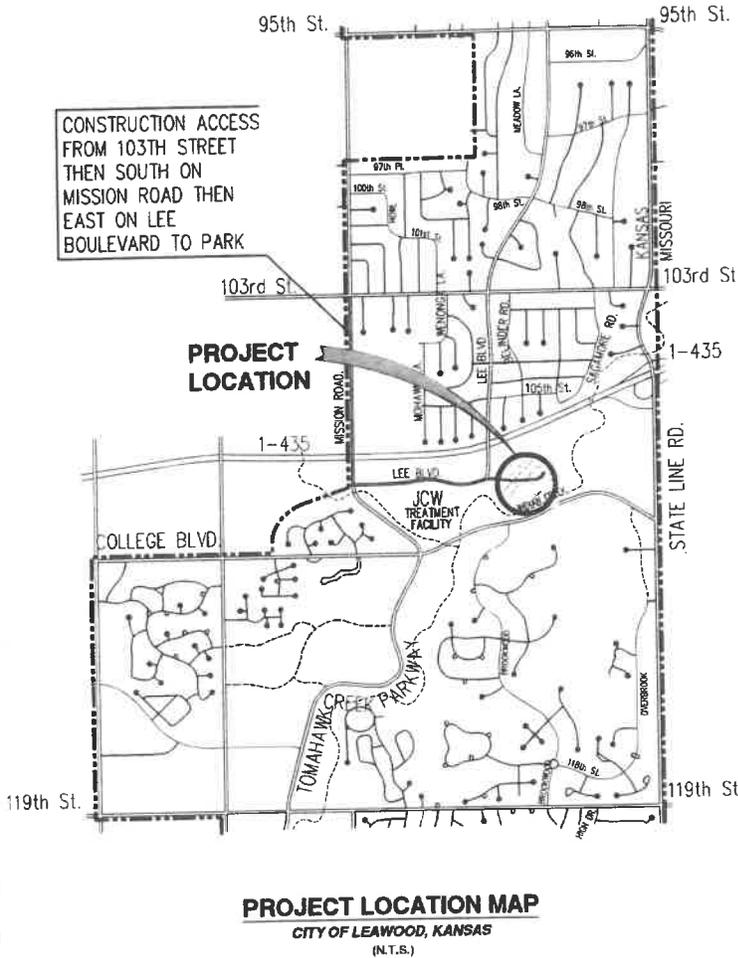

SIGNATURE OF AUTHORIZED REPRESENTATIVE

11/20/18
DATE



CITY OF LEAWOOD POND RESTORATION JOHNSON CREEK

Oct 29, 2018 - 9:15am - USER Frank
C:\PROJECT FILES\Leawood\City Park\Lake Rehab\1-2 Pond Cover and General Layout Sheets.dwg



GENERAL NOTES:

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO THE CURRENT "CITY STANDARDS" AND SPECIFICATIONS LISTED ON THE COVER SHEET.
2. THE GENERAL CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, AS NOTED ON THE COVER SHEET, 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND VERIFY ANY UTILITIES THAT MAY BE ENCOUNTERED.
3. HORIZONTAL AND VERTICAL UNDERGROUND UTILITY INFORMATION SHOWN ON THE PLANS IS APPROXIMATE AND WAS COMPILED USING THE BEST INFORMATION AVAILABLE AT THE TIME. UNDERGROUND UTILITY LOCATIONS SHALL BE DETERMINED IN THE FIELD BY EACH UTILITY COMPANY AT THE REQUEST OF THE CONTRACTOR WHERE NECESSARY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT AND THEIR EXACT HORIZONTAL AND VERTICAL LOCATIONS AS NEEDED PRIOR TO ANY EXCAVATION ACTIVITIES. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR THE COORDINATION OF UTILITY ADJUSTMENTS.
4. ALL ELEVATIONS, UNLESS INDICATED OTHERWISE, ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD 83).
5. DURING CONSTRUCTION, ACCESS SHALL BE MAINTAINED FOR EMERGENCY VEHICLES AND LOCAL TRAFFIC. THE FIRE, POLICE, MED-ACT AND PUBLIC WORKS DEPARTMENT ARE TO BE NOTIFIED PRIOR TO ANY STREET CLOSURES. A PERMIT IS REQUIRED FROM THE STREET AND TRAFFIC DIVISION FOR STREET CLOSURES. NO STREET WILL BE CLOSED WITHOUT THE APPROVAL OF THE CITY.
6. THROUGHOUT CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES FOR ANY LANE CLOSURES WITHIN THE PARK ACCESS DRIVE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE CONTRACTOR SHALL INSPECT THE TRAFFIC CONTROLS A MINIMUM OF ONCE A DAY AND A MINIMUM OF TWICE WEEKLY WITH THE CITY.
7. THE CONTRACTOR SHALL RESTRICT ALL WORK AND STORAGE OF MATERIALS TO WITHIN THE PROJECT LIMITS.
8. ALL DEBRIS AND WASTE SHALL BE REMOVED FROM THE JOB SITE AND DISPOSED OF AT AN APPROVED DISPOSAL SITE FURNISHED BY THE CONTRACTOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE AT NO ADDITIONAL COST FOR REMOVAL OF GROUNDWATER AS REQUIRED BY CONDITIONS OF CONSTRUCTION.
10. PRIOR TO ORDERING MATERIALS, SHOP DRAWINGS AND SUBMITTALS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.
11. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A CLEAN, ORDERLY AND SAFE CONDITION AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ALL ROADWAY, PARKING LOT, TRAILS AND DRIVE AREAS FREE OF DEBRIS.
12. ALL AREAS OF GRADING WORK SHALL BE STRIPPED OF TOP SOIL AND THIS MATERIAL SHALL BE STOCKPILED FOR FUTURE USE WITHIN THIS PROJECT. AFTER ALL SITE GRADING HAS BEEN COMPLETED, THE TOPSOIL SHALL BE RESPAVED WITH A MINIMUM THICKNESS OF 4-6". THIS WORK IS SPECIFIC TO BACKFILL GRADING AROUND THE POND.
13. THE GENERAL CONTRACTOR SHALL PROVIDE AT LEAST ONE (1) CHEMICALLY TREATED PORTABLE TOILET UNIT, "SATIETY CORPORATION" OR EQUAL FOR EVERY 20 WORKERS ON THE JOB SITE (IN NO CASE SHALL LESS THAN ONE (1) BE PROVIDED). THE UNIT(S) SHALL REMAIN ON SITE AND BE MAINTAINED DURING ALL ACTIVE PHASES OF THE CONSTRUCTION.
14. THE CONTRACTOR SHALL EXPOSE ALL UTILITIES AT PIPE CROSSINGS TO DETERMINE CONFLICTS PRIOR TO SETTING STRUCTURES OR LAYING PIPE. CONTRACTOR SHALL PROVIDE FOR TEMPORARY SHORING AND SUPPORT OF ALL UTILITIES ENCOUNTERED WHILE CONSTRUCTING THIS PROJECT.
15. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO THE BID DATE. CONTACT THE ENGINEER WITH ANY DISCREPANCIES OR QUESTIONS.
16. THE CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS PRIOR TO THE BID DATE.
17. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF LEAWOOD STANDARDS AND THE KANSAS CITY METROPOLITAN CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION.
18. THE CONTRACTOR SHALL THOROUGHLY REVIEW AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND SPECIAL CONDITIONS OF THE CONTRACT DOCUMENTS PRIOR TO BEGINNING THE PROJECT.
19. ALL WORK SHALL BE CONFINED WITHIN THE EASEMENTS AND/OR CONSTRUCTION LIMITS AS DIRECTED BY THE ENGINEER. ALL GRADING LIMITS SHOWN ARE APPROXIMATE AND MAY BE REDUCED OR EXTENDED AT THE DIRECTION OF THE ENGINEER.
20. FOR GRADING THE CONTRACTOR SHALL PROVIDE EROSION AND SILT PROTECTION AS REQUIRED DURING CONSTRUCTION AND SHALL BE RESPONSIBLE FOR KEEPING EXISTING STREETS, DRAINAGE STRUCTURES, AND THE ADJACENT LAND FEATURES AND PROPERTY FREE OF MUD AND SILT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES AND SHALL PROPERLY REPAIR ANY AREAS REQUIRING ATTENTION UNTIL SUBSTANTIAL COMPLETION.
21. ONCE CONSTRUCTION BEGINS, THE CONTRACTOR SHALL SCHEDULE WORK TO MINIMIZE SEDIMENT TRANSPORT INTO INDIAN CREEK.
22. THE CONTRACTOR WILL BE WORKING WITHIN THE 100 YEAR FLOODPLAIN. HE IS RESPONSIBLE FOR ANY LOST EQUIPMENT OR MATERIAL DUE TO HIGH WATER EVENTS.
23. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL CITY PERMITS REQUIRED FOR CONSTRUCTION OF THIS PROJECT.
24. ALL EXCAVATION WITHIN THE PROJECT LIMITS SHALL BE CONSIDERED UNCLASSIFIED.
25. DRIVEWAYS, SIDEWALKS AND OTHER AREAS DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING BEFORE DAMAGE OCCURRED AT THE CONTRACTOR'S EXPENSE.
26. THE CONTRACTOR WILL MAKE EVERY EFFORT TO MAINTAIN TRAFFIC CONTROL DEVICES TO SEPARATE PEDESTRIAN CIRCULATION FROM CONSTRUCTION AREAS.
27. ALL ITEMS CONTAINED IN THESE PLANS SHALL BE CONSIDERED PART OF THE CONTRACT BID PRICE. ANY ITEM NOT BROKEN OUT IN THE BID FORM SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS.
28. THE CONTRACTOR WILL BE ABLE TO WORK WEEKENDS ONLY UPON APPROVAL OF THE CITY OF LEAWOOD AND THE ENGINEER.
29. THE CITY OF LEAWOOD HAS THE RIGHT TO ADD OR DELETE PORTIONS OF THE WORK BASED ON UNIT PRICES DEFINED WITHIN THE BID FORM.
30. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ON USE OF EXISTING PARKING FACILITIES FOR CONSTRUCTION MATERIAL STORAGE AND USE FOR VEHICLE STORAGE.
31. THE LEAWOOD PARKS DEPARTMENT WILL RESTORE AREAS DISTURBED BY CONSTRUCTION WITH SEED AND MULCH. PRIOR TO SEEDING THE CONTRACTOR WILL BE RESPONSIBLE FOR GRADING AND PREPARING THE SEED BED IN AREAS DISTURBED BY CONSTRUCTION.
32. THE CONTRACTOR SHALL CONTACT THE PARKS DEPARTMENT FOR ANY PRUNING OF TREES FOR CONSTRUCTION ACCESS OR OTHER RELATED WORK. ANY TREE DAMAGE CAUSED BY CONSTRUCTION OR NOTICED PRIOR TO CONSTRUCTION SHALL BE REPORTED TO THE PARKS DEPARTMENT.

Staff Review

Fact Sheet

7.Q.

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN OF TRAIL EXPANSION FROM ROE TO TOMAHAWK CREEK TRAIL Continental Consulting Engineers

September 16, 2019

DISCUSSION

This professional services agreement will provide design of, and construction documents for the expansion of the trail connecting the trail adjacent to City Hall to the Tomahawk Creek Trail. The plans will provide for a new pedestrian bridge, repairs to the existing tunnel under Roe Avenue and an enhanced signal crossing of Tomahawk Creek Parkway.

The project has been in the Capital Improvements Project list for many years and was identified in the Self Propelled Leewood Bicycle and Pedestrian Master Plan as an important trail to access our shopping districts, library and city hall. Originally, the project was planned for 2020-2021, but staff decided to flip the pool house renovation and this project due to timing issues.

Staff is recommending Continental Consulting Engineers because they have performed similar work for the City on numerous occasions and reviewed this particular project two years ago providing the probable opinion of cost for the trail extension.



Brian Anderson
Superintendent of Parks

SPONSOR

Parks & Recreation Department

COUNCIL ACTION TO BE TAKEN

Approve Profession Services Agreement for Trail Extension Design.

STAFF RECOMMENDATION

- For
- Against
- No position

COMMITTEE RECOMMENDATION

- For
- Against
- No position
- No Assignment

POLICY OR PROGRAM CHANGE

- No
- Yes

OPERATIONAL IMPACT

COSTS

\$84,000.00

FUND SOURCES

71029 Citywide Park Improvements
71029.120.844001 (Project Number)

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$84,000.00, BETWEEN THE CITY AND CONTINENTAL CONSULTING ENGINEERS, FOR THE DESIGN OF THE TRAIL EXTENSION BETWEEN ROE AVENUE AND TOMAHAWK CREEK.

WHEREAS, the City is in need of services pertaining to the design of the trail extension between Roe Avenue and Tomahawk Creek;

WHEREAS, Continental Consulting Engineers provides such services; and

WHEREAS, the parties desire to enter into a Professional Service 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 Professional Service Agreement between the City and Continental Consulting Engineers, in the amount of \$84,000.00, 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 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this ____ day of _____, 2019, in Johnson County, Kansas, by and between the City of Leawood, Kansas (“City”), and **Continental Consulting Engineers, Inc.** (“Contractor”).

SECTION 1 – CONTRACTOR’S DUTIES

Contractor shall provide the following services:

Continental Consulting Engineers shall provide Engineering services associated with the design of a trail system from the east side of Roe Ave at the pedestrian culvert north of Town Center Drive to Tomahawk Creek Parkway along the north side of Town Center Drive, crossing Tomahawk Creek parkway to the existing trail on the west side of Tomahawk creek. The design to include improving drainage at the pedestrian culvert removing existing pavements and installing a 10’ wide concrete trail, design for a 12’ wide prefabricated pedestrian bridge, pedestrian crosswalk advanced signal (including traffic control plans), geotechnical support as a sub consultant, preparation of bid documents and selection of a construction contractor, and all work as listed on attached “Exhibit A”.

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. The maximum contract amount shall not exceed \$84,000. City agrees to remit such payment to Contractor within 30 days of receipt of invoice.

SECTION III – TERM OF AGREEMENT

The term of this Agreement shall commence on the __ day of _____, 2019.

SECTION IV – TERMINATION

Either party may terminate this Agreement for its convenience upon seven (7) days written notice to the other party, provided, however, that 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 V– INSURANCE

Contractor shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is licensed to do business in Kansas; carries a Best's Policyholder rating of A-:VII or better or otherwise approved by the City. The Contractor is required to carry insurance while performing the proposed work for the City. The Contractor will furnish a Certificate of Insurance to the City as part of their proposal. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. With the exception of professional liability, 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. With the exception of professional liability, the Contractor shall name the City as an additional insured for all other claims set forth below:

1. Professional Liability

Consulting Contractor shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. Commercial General Liability

(a) General Aggregate.....	\$2,000,000.00
(b) Personal and Advertising Injury (Each Person).....	\$1,000,000.00
(c) Each Occurrence.....	\$1,000,000.00

3. Automobile Liability

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either (a) Any Auto; or (b) All Owned Autos, Hired Autos, and Non-Owned Autos.

(a) All autos Combined Single Limits (CSL).....	\$1,000,000.00
(b) Uninsured motorists.....	\$1,000,000.00

Umbrella policy may be used to meet coverage limits.

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the Commercial General Liability section.

4. Workers Compensation (includes "all states" insurance)

- (a) Workers Compensation.....Statutory
- (b) Contractor shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.
- (c) Employer's Liability:

Bodily Injury by Accident	\$500,000 each accident
---------------------------	-------------------------

Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

5. Sub-consultant's Insurance. If any part of this Agreement is to be sublet, the Contractor shall either:
- (a) Cover all sub- Contractors under its insurance policies; or
 - (b) Require each sub-Contractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

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

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

SECTION VI - INDEMNITY

The Contractor shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Contractor, its employees, agents, or sub-consultants, or others for whom the Contractor is legally liable.

SECTION VII – 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 VIII – 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 IX – 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 X – 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 subcontractor or vendor.

SECTION XI – LIEN WAIVERS

The Independent Contractor will provide the City with a list of any subcontractors or others performing work on this project and the Independent Contractor will not use any other subcontractors or others on the project. The Independent Contractor will provide a lien waiver from any such subcontractor. Such waivers will hold the City free from any liens for work or materials and must be received by the city prior to final payment to the Independent Contractor.

SECTION XII– 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

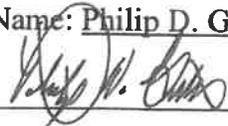
APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney

Contractor:

Continental Consulting Engineers, Inc.

Print Name: Philip D. Gibbs

By:  _____

Title: President

Address: 9000 State Line Road

Leawood, KS 66206

Email: pg@ccengineers.com

Exhibit A

Scope of Services for Engineering and Construction Coordination associated with the design of a trail system from the east side of Roe Ave at the pedestrian culvert north of Town Center Drive to Tomahawk Creek Parkway along the north side of Town Center Drive, crossing Tomahawk Creek parkway to the existing trail on the west side of Tomahawk creek. The design to include improving drainage at the pedestrian culvert removing existing pavements and installing a 10' wide concrete trail, design for a 12' wide prefabricated pedestrian bridge, pedestrian crosswalk advanced signal (including traffic control plans), geotechnical support as a sub consultant, preparation of bid documents and selection of a construction contractor

Services will be charged at our standard hourly charge-out rates (attached) toward a maximum of \$84,000.00.

Fees do not include construction coordination or observation which can be provided on an hourly basis.

Fee Breakdown:

Field Surveys/Base File Preparation	\$12,000.00
Geotechnical Support – Boring and Soil Parameters	\$5,000.00
Permitting for Creek Crossing/Floodplain Certificate	\$7,000.00
Civil-Site Design Services	\$60,000.00
Trail Design	
Bridge Abutment Design	
Pedestrian Cross Walk Warning Signal	
Preparation of Bid Documents – Advertise and Award	
Reimbursables (prints/travel)	
Total Fee	\$84,000.00

City of Leawood Governing Body Staff Report

MEETING DATE: September 16, 2019
REPORT WRITTEN: August 29, 2019

STONE LEDGE LOTS 1-3 REPLAT – REQUEST FOR APPROVAL OF A REVISED FINAL PLAT – Located north of 154th Street and east of Nall Avenue – Case 75-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends unanimous approval (8-0) of Case 75-19, Stone Ledge Lots 1-3 Replat – request for approval of a Revised Final Plat, with the stipulations listed below:

1. The project is limited to a Revised Final Plat for lots 1, 2 and 3 of the Stone Ledge residential subdivision into two lots, containing two lots on 0.463 acres.
2. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through two.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None

APPLICANT:

- The applicant and engineer is Scott Confer with Phelps Engineering.
- The property is owned by Gene and Patricia Patton.

REQUEST:

- The applicant is requesting approval of a Revised Final Plat for lots 1,2, and 3 of the Stone Ledge residential neighborhood, to replat three existing lots into two.
- No other changes are proposed with this application.

ZONING:

- The property is currently zoned RP-4 (Planned Cluster Residential, from a previous Leawood Development Ordinance zoning).

COMPREHENSIVE PLAN:

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

SURROUNDING ZONING:

- North Directly north of the property of the Stone Ledge development is the residential subdivision of The Woods at Ironhorse RP-1 (Planned Single Family Residential District).
- South Directly south of the property across 154th Street are three homes within the Stone Ledge subdivision zoned RP-4 (Planned Cluster Residential). Directly to the south of those homes is an unplatted single family residence within the City of Overland Park.
- East Directly east of the Stone Ledge development is the Woods at Ironhorse residential development zoned RP-1.

- West Directly West of the property is a single family residential development within the City of Overland Park.

LOCATION:



FINAL PLAT COMMENTS:

- The original plat was recorded in 1996, containing 18 single family lots.
- The applicant is proposing to merge three of the lots into two lots.
- The previous plat showed a front setback of 22.5' that was platted under a previous Leawood Development Ordinance. Being that these lots are being replatted, the lots will have to meet the requirements of the current Leawood Development Ordinance for a front setback of 30'.
- Per the Leawood Development Ordinance, the corner lot street side setback is 20'.
- The proposed lots meet the required minimum lot size of 6,000 sq.ft. Lot 19 is 10,425 sq.ft. and Lot 20 is 9,727 sq.ft.

Easements

<i>Easements</i>	<i>Locations</i>
7.5' Utility Easement	Located at the west, east and south perimeters of the two proposed lots
10' Landscape Easement	Located at the west property line of lot 19

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAT FOR STONE LEDGE LOTS 1-3 REPLAT, LOCATED NORTH OF 154TH STREET AND EAST OF NALL AVENUE. (PC CASE 75-19)

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

WHEREAS, such request for approval was presented to the Planning Commission on August 27, 2019; and

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

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

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

1. The project is limited to a Revised Final Plat for lots 1, 2 and 3 of the Stone Ledge residential subdivision into two lots, containing two lots on 0.463 acres.
2. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through two.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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: September 16, 2019

Date of Memo: September 3, 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.

City of Leawood Governing Body Staff Report

MEETING DATE: September 16, 2019
REPORT WRITTEN: August 28, 2019

HALLBROOK EAST VILLAGE – FENCES AND WALLS – REQUEST FOR APPROVAL OF A REVISED FINAL PLAN – Located south of 112th Terrace and west of State Line Road – Case 84-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (8-0) of Case 84-19, Hallbrook East Village – Request for approval of a Revised Final Plan, subject to the following stipulations:

1. This approval is limited to a Revised Final Plan for Hallbrook East Village to modify sections of the fence along Overbrook Road with 5' stone wall sections 18' in length.
2. The stone shall be natural stone to match the stone previously approved for the stone fencing within the Hallbrook East Village development.
3. No signage is approved with this application.
4. A building permit shall be required prior to installation of the fence.
5. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
6. The conditions and stipulations of the current Preliminary Plan and Final Plan approval shall remain in full force and effect except to the extent expressly modified herein.
7. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
8. In addition to the stipulations listed in the 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 acknowledgement in writing that they agree to stipulations one through eight.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant and landscape architect is Katie Martinovic with Nearing Staats Prelogar Jones.
- The property is owned by Hallbrook Villas III, LLC.

HISTORY:

- A Final Plan and Final Plat for Hallbrook East Village was approved in March of 2017 with Case 32-17 (Ordinance No. 4784).
- At the time of Final Plan, the applicant proposed a fence along Overbrook Road consisting of a 1'-6" tall stone base with a 3' wrought iron fence on top, for a total height of 4'-6". The applicant is requesting to modify sections of the proposed fence by changing sections of this wall/fence combination to solid 5' stone wall sections that are 18' in length.

REQUEST:

- The applicant is requesting approval of a Revised Final Plan to modify the rear and side yard fences of 12 lots along Overbrook Road with sections of solid 5' stone walls, 18' in length, for privacy.

ZONING:

- The property is currently zoned RP-2 (Planned Cluster Detached Residential District).

COMPREHENSIVE PLAN:

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

LOCATION:



SURROUNDING ZONING:

- North To the north is undeveloped property zoned AG (Agricultural) and SD-CR (Planned General Retail).
- South To the south is Hallbrook Farms, a single family residential subdivision zoned RP-1 (Planned Single Family Residential District).
- East Directly to the east is State Line Road and single family residential located in Kansas City, Missouri.
- West To the west, across Overbrook Road, is the Patio Homes at Hallbrook, a single family residential subdivision zoned RP-4 (Planned Cluster Residential under a previous Leawood Development Ordinance).

SITE PLAN COMMENTS:

- Hallbrook East Village is located west of State Line Road and south of 112th Terrace. The subdivision is bordered on the west by Overbrook Road.
- Two entries into the subdivision are located off of Overbrook Road, one at W. 114th Street and one at W. 116th Street.
- A 5' sidewalk is proposed along Overbrook Road.
- A fence/wall is proposed adjacent to the sidewalk along Overbrook Road, to provide privacy and security to the rear and side yards of the homes.
- Sections of the proposed fence will be consist of a solid stone wall, 5' in height and 18' in length, to add privacy to the yards. To create the solid wall, 12 columns previously included in plans along Overbrook Road are being turned into 13 sections of wall. This will affect 12 lots in the subdivision.

ELEVATIONS:

- The original plans for Hallbrook East Village included a low wall (1'-6" tall) with a 3' wrought iron fence located above the wall. The fence and wall was proposed to be anchored with 5' tall stone columns.
- The applicant proposes to revise 12 of the stone columns, and replace them with longer sections of stone wall, which measure 5' in height and 18' in width.

- The stone used on the wall sections will match what was previously proposed for the columns – Rubble Stone, Prairie Shell Split Face.
- The entry features into the development will remain as previously approved.

SIGNAGE:

- No signage is proposed with this application.

LANDSCAPING:

- No changes to landscaping are proposed with this application.

LIGHTING:

- No lighting is proposed with this application.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAN FOR HALLBROOK EAST VILLAGE – FENCES AND WALLS, LOCATED SOUTH OF 112TH TERRACE AND WEST OF STATE LINE ROAD. (PC CASE 84-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plan for Hallbrook East Village;

WHEREAS, such request for approval was presented to the Planning Commission on August 27, 2019; and

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

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

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

1. This approval is limited to a Revised Final Plan for Hallbrook East Village to modify sections of the fence along Overbrook Road with 5' stone wall sections 18' in length.
2. The stone shall be natural stone to match the stone previously approved for the stone fencing within the Hallbrook East Village development.
3. No signage is approved with this application.
4. A building permit shall be required prior to installation of the fence.
5. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
6. The conditions and stipulations of the current Preliminary Plan and Final Plan approval shall remain in full force and effect except to the extent expressly modified herein.
7. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
8. In addition to the stipulations listed in the 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 eight.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

SITE NOTES:

1. VERIFY ALL NOTED ELEVATIONS AGAINST CIVIL ENGINEER GRADING PLAN.
2. REPORT ANY DISCREPANCIES OR MISSING INFORMATION IMMEDIATELY TO THE LANDSCAPE ARCHITECT. DO NOT FULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHERE IT IS FOUND THAT KNOWN DISCREPANCIES EXIST. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. REFER TO L1.00 SERIES SHEETS FOR TREE PLANTINGS & LANDSCAPE ROCK MATERIAL SPECIFICATIONS.
4. REFER TO L2.00 SERIES SHEETS FOR SHRUB PLANTINGS.
5. REFER TO L3.00 SERIES SHEETS FOR PLANTING DETAILS & SPECIFICATIONS.
6. REFER TO SP SHEETS FOR SIGNAGE & FENCE DETAILS.
7. TRAIL SHALL NOT BE CONSTRUCTED WITHIN 5' OF ANY GAS MARKER.
8. ALL UTILITIES SHOWN ARE PRELIMINARY - CONTRACTOR TO LOCATE FINAL UTILITY PLACEMENTS.
9. FENCE POSTS TO BE A MINIMUM OF 4 FEET FROM SOUTHERN STAR'S PIPELINE.
10. SPRINKLER LINES WILL ONLY BE ALLOWED TO CROSS THE GAS PIPELINE EASEMENT AT 90 DEGREES. SPRINKLER HEADS WILL NOT BE ALLOWED WITHIN 10 FEET OF THE GAS PIPELINE.
11. MASTER ASSOCIATION WILL WATER & MAINTAIN LANDSCAPING ALONG STATE LINE BERM
12. ALL AMENITIES WITHIN HIGH PRESSURE GAS EASEMENT (TRACTS C&B) WILL BE MAINTAINED BY EAST VILLAGE H.O.A.
13. ALL DRIVEWAYS WILL BE MAINTAINED BY EAST VILLAGE H.O.A.
14. EACH HOME WILL HAVE ITS OWN SPRINKLER WITH REMOTE ACCESS FOR H.O.A.
15. HOMES ARE TO BE MAINTAINED BY THE HOMEOWNER



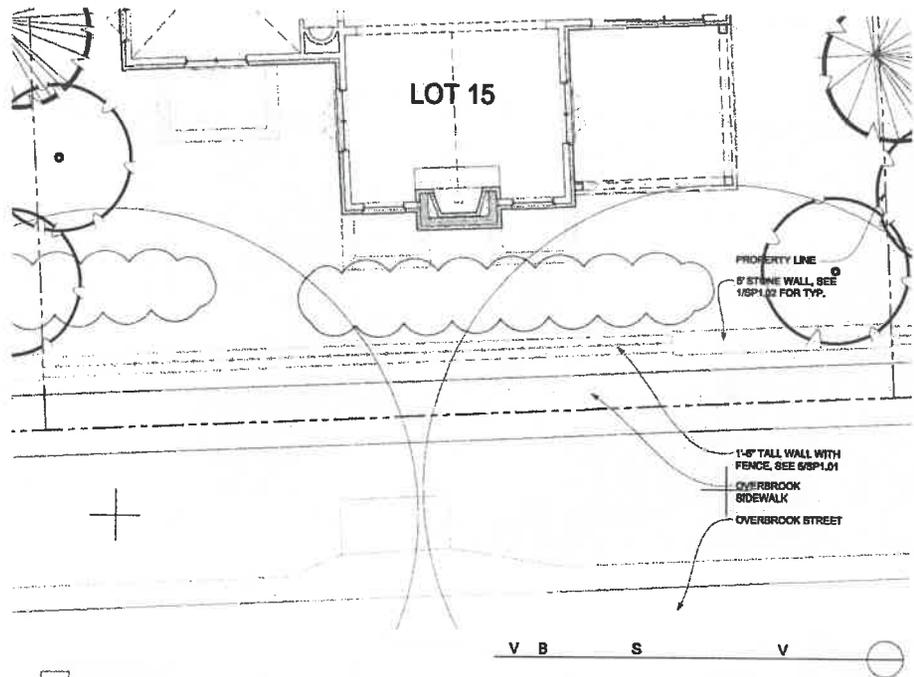
HALLBROOK EAST VILLAGE
OVERBROOK RD. & 114TH ST.
LEAWOOD, KANSAS

DESIGNED BY: NSPJ ARCHITECTS
DATE: 08/14/2014
SCALE: 1/8" = 1'-0"

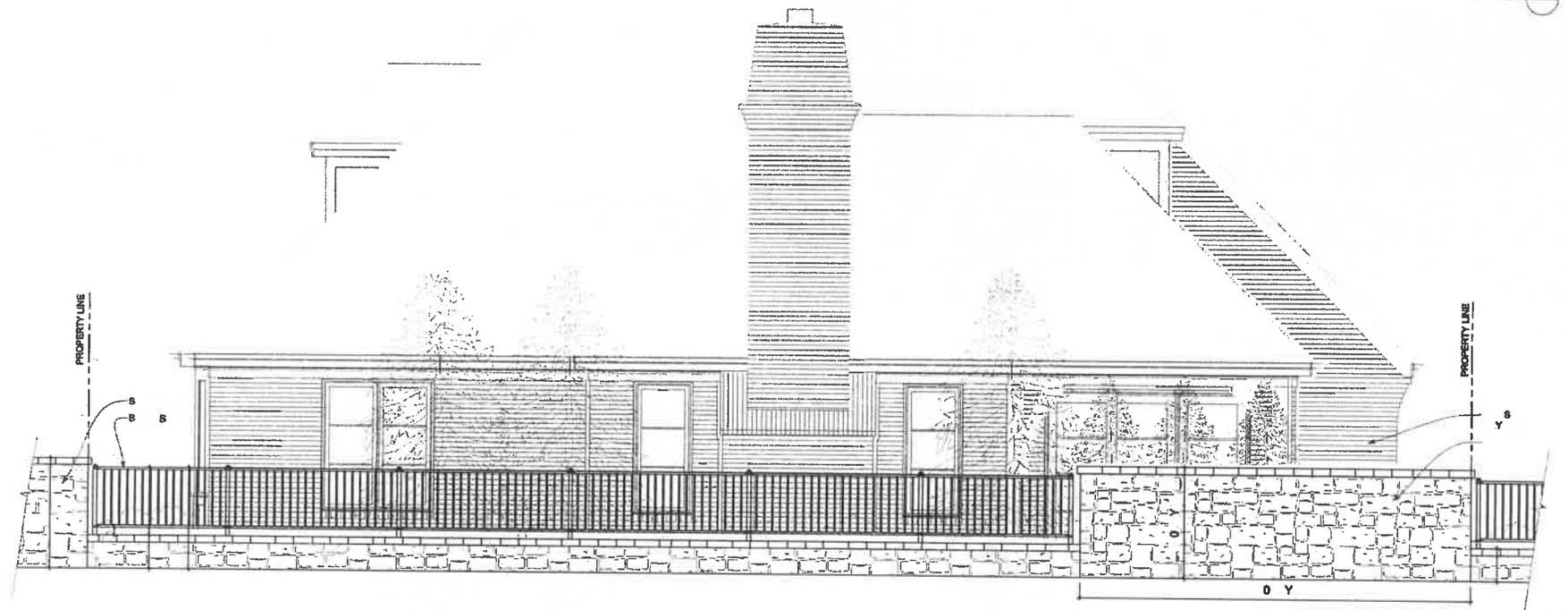
REVISIONS: 01 - 08/14/2014 - 01 - 08/14/2014
DATE: 08/14/2014
JOB NO: 080515
DRAWN BY: [Name]



REVISED FINAL DEVELOPMENT PLAN
SP1.00



V B S V

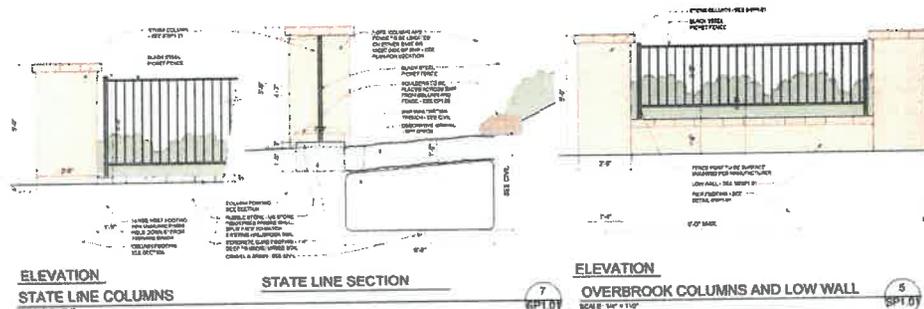


V B S

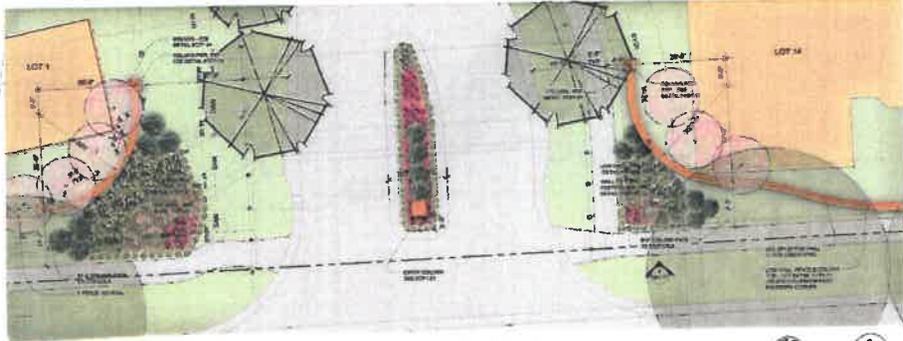
R P P



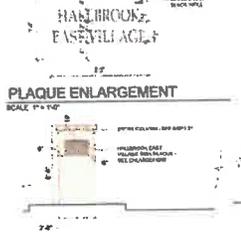
OVERBROOK TALL SCREEN WALL
 SCALE 1/4" = 1'-0"
 1 SPT.01



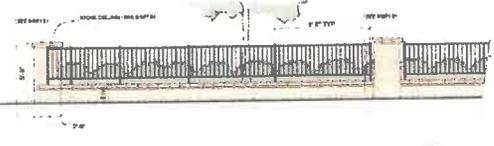
ELEVATION STATE LINE COLUMNS SCALE 1/4" = 1'-0"
ELEVATION OVERBROOK COLUMNS AND LOW WALL SCALE 1/4" = 1'-0"
 7 SPT.01 5 SPT.01



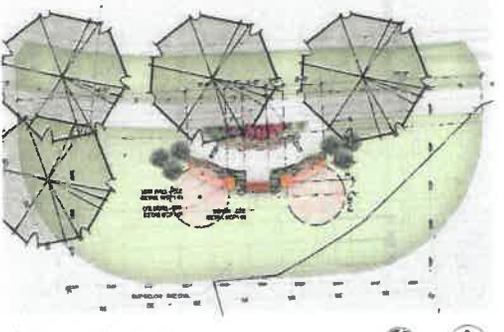
OVERBROOK NORTH ENTRY
 SCALE 1" = 20'
 2 SPT.01



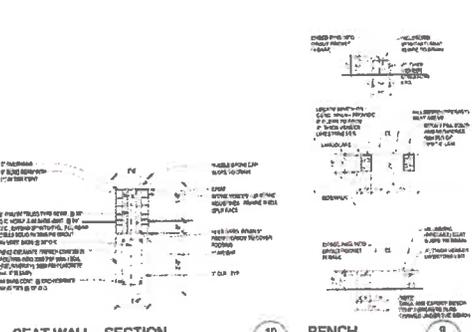
PLAQUE ENLARGEMENT
 SCALE 1" = 1'-0"



OVERBROOK ENTRY
 SCALE 1/4" = 1'-0"
 4 SPT.01



INTERIOR OPEN SPACE
 SCALE 1" = 20'
 6 SPT.01

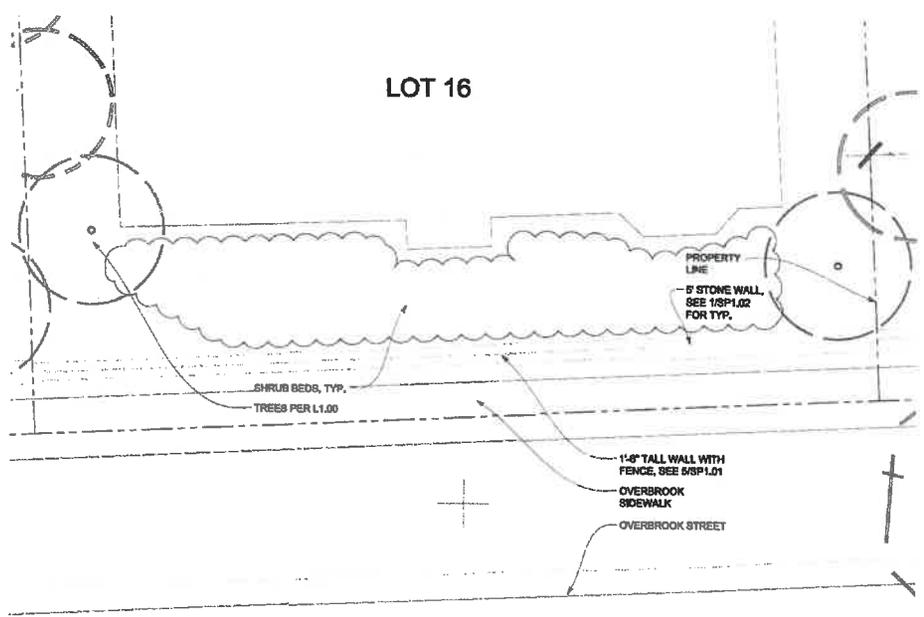
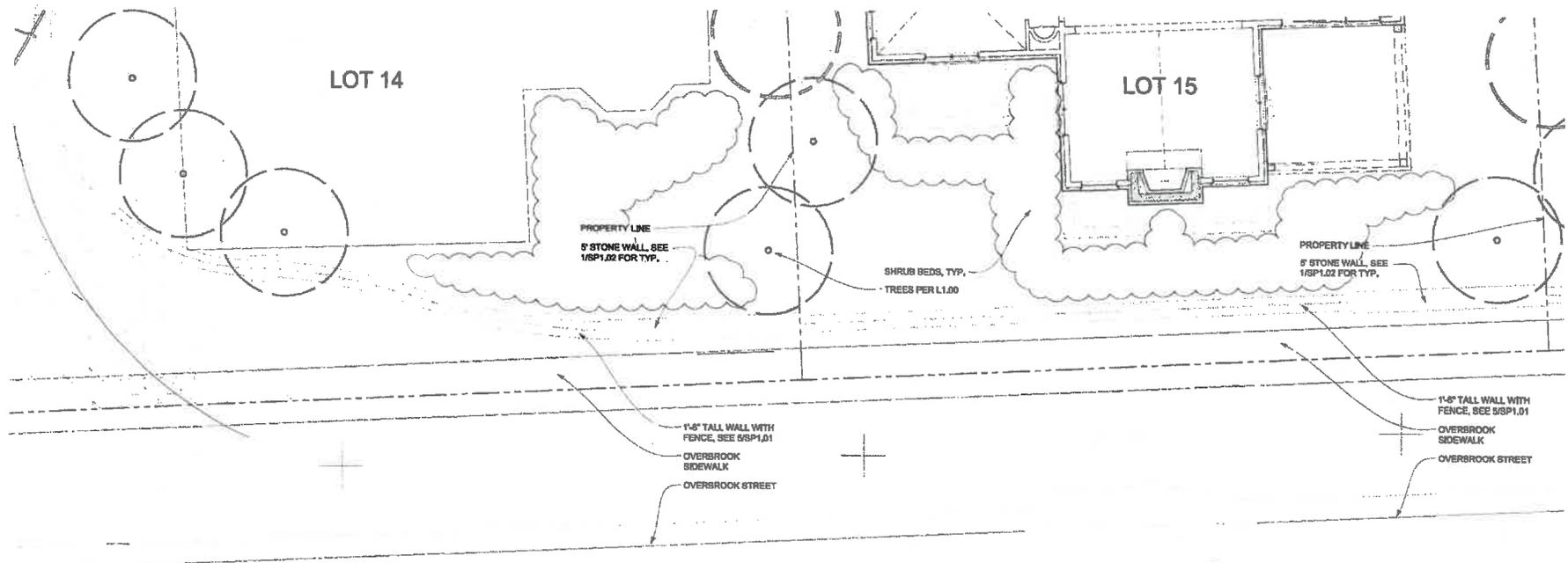


SEAT WALL - SECTION SCALE 1/4" = 1'-0"
BENCH SCALE 1/4" = 1'-0"
 10 SPT.01 9 SPT.01

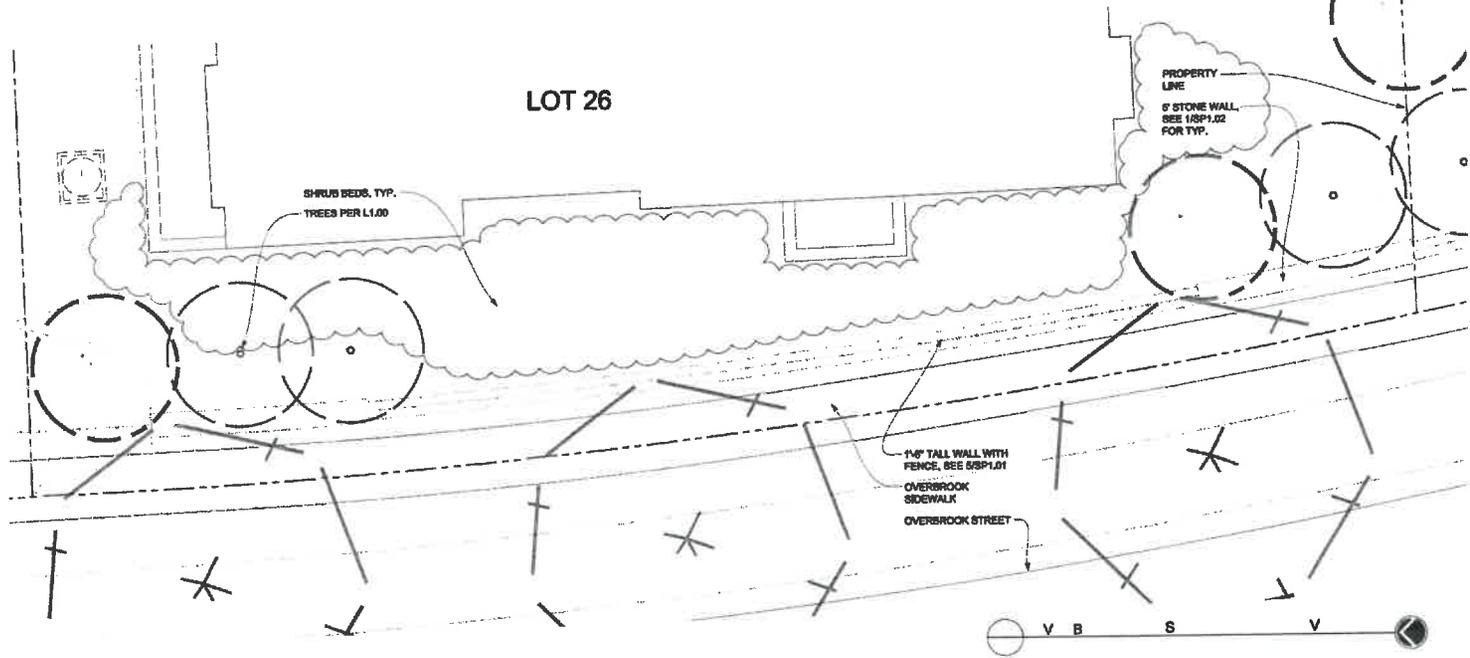
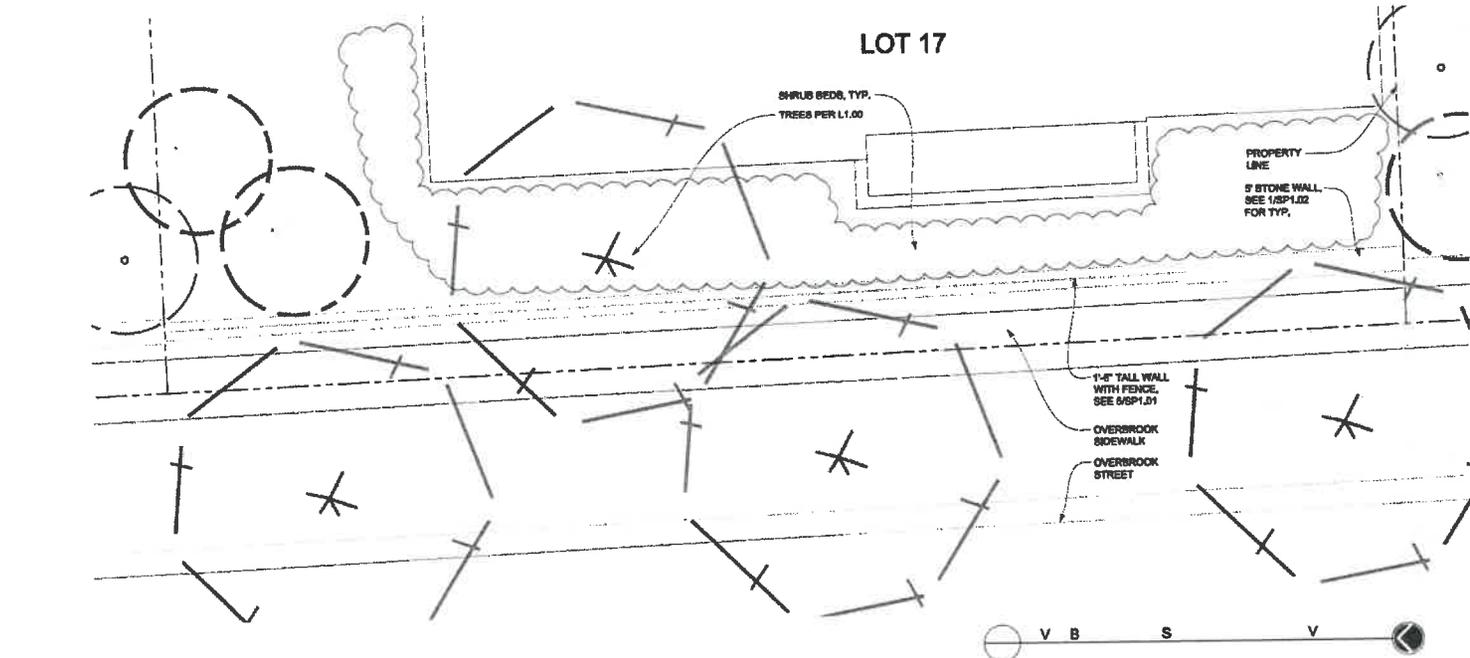


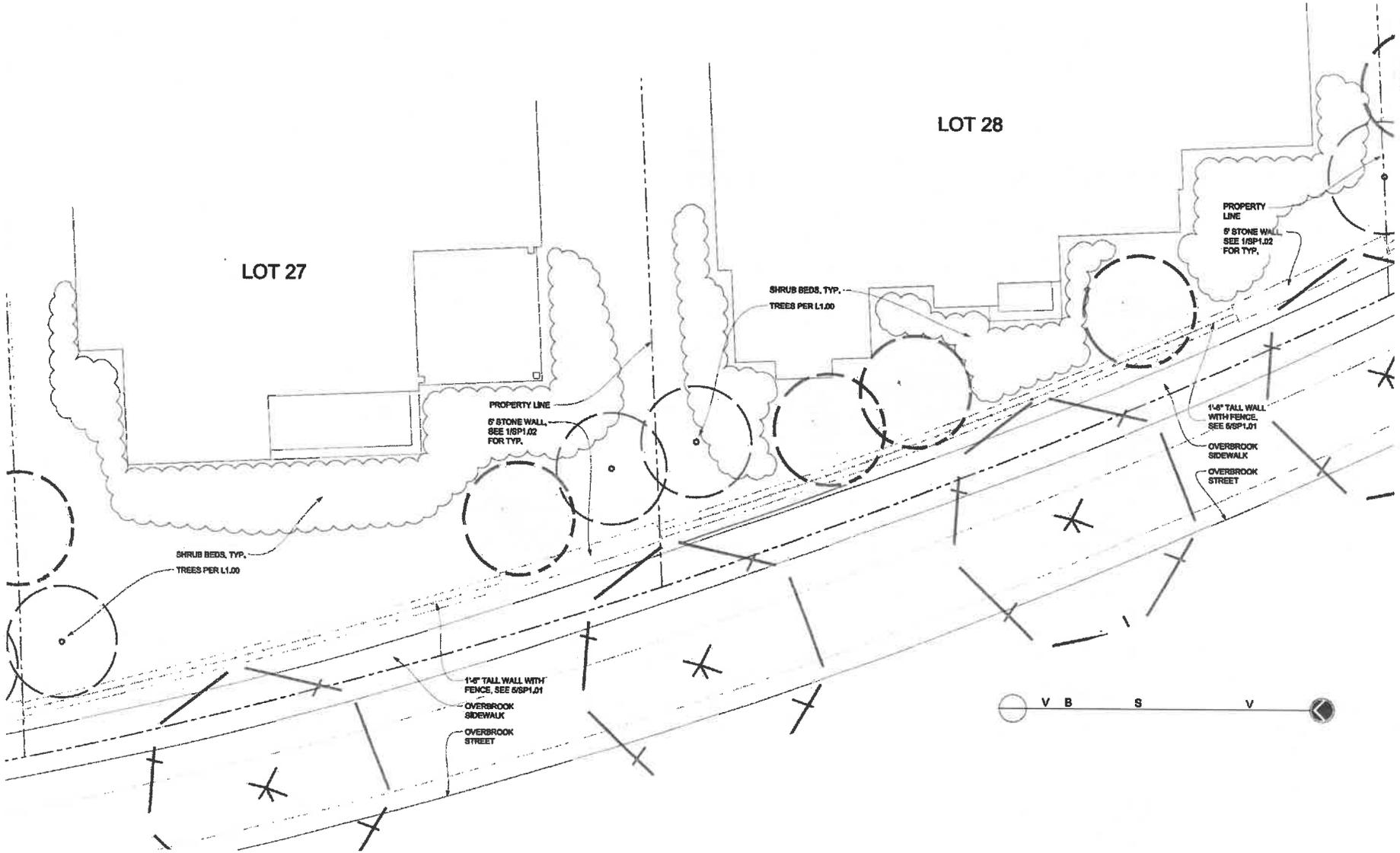
OVERBROOK SOUTH ENTRY
 SCALE 1" = 20'
 1 SPT.01

DRAWING BY: NSPJ ARCHITECTS
 DATE: 07/02/2018
 JOB NO: 180015
 DRAWN BY: NSPJ ARCHITECTS
 CHECKED BY: NSPJ ARCHITECTS
 REVISIONS: 0



R P P





LOT 27

LOT 28

SHRUB BEDS, TYP.
TREES PER L1.00

PROPERTY LINE
6" STONE WALL
SEE 1/8P1.02
FOR TYP.

SHRUB BEDS, TYP.
TREES PER L1.00

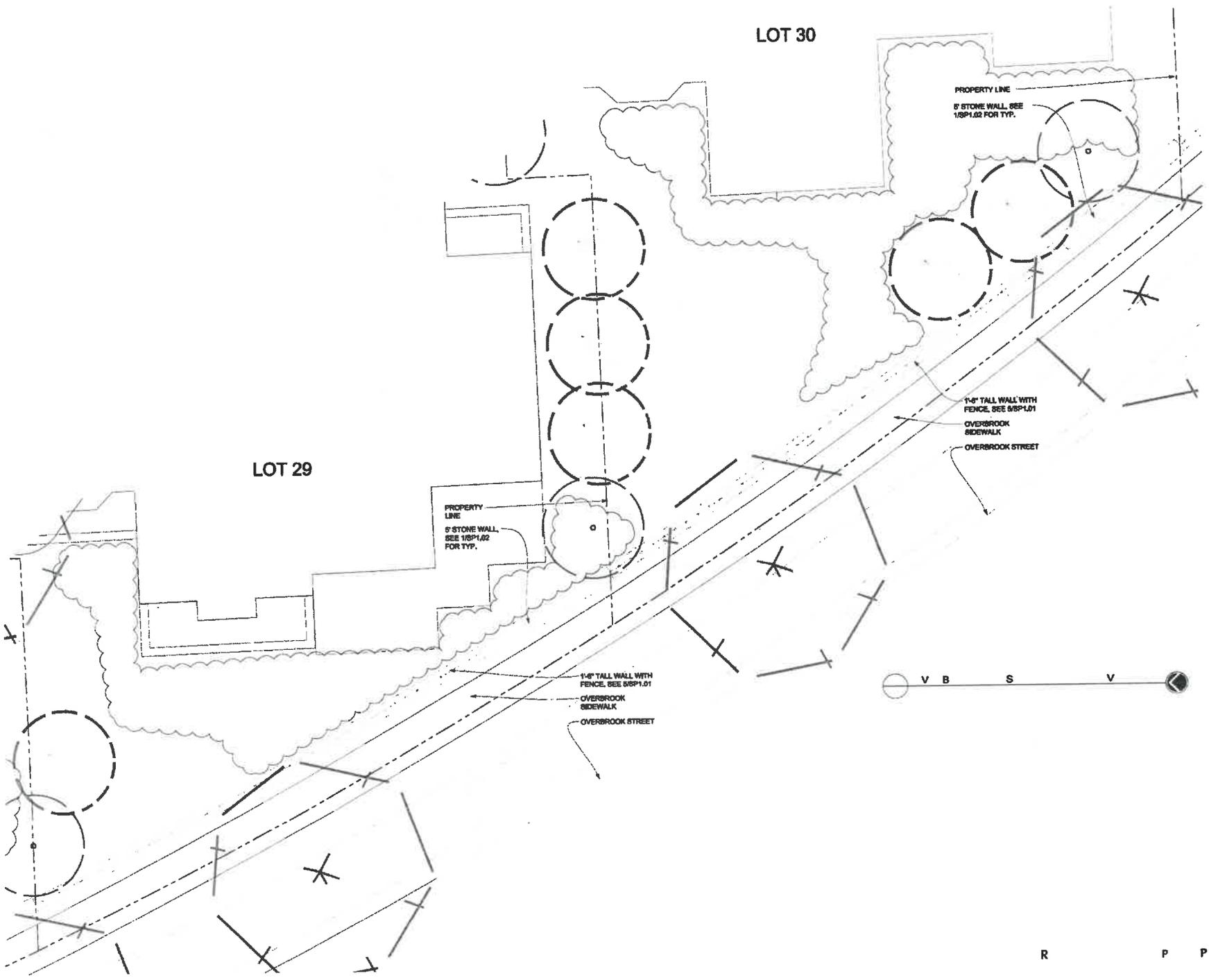
PROPERTY LINE
6" STONE WALL
SEE 1/8P1.02
FOR TYP.

1 1/2" TALL WALL
WITH FENCE.
SEE 6/SP1.01

OVERBROOK
SIDEWALK
OVERBROOK
STREET

1 1/2" TALL WALL WITH
FENCE. SEE 6/SP1.01
OVERBROOK
SIDEWALK
OVERBROOK
STREET





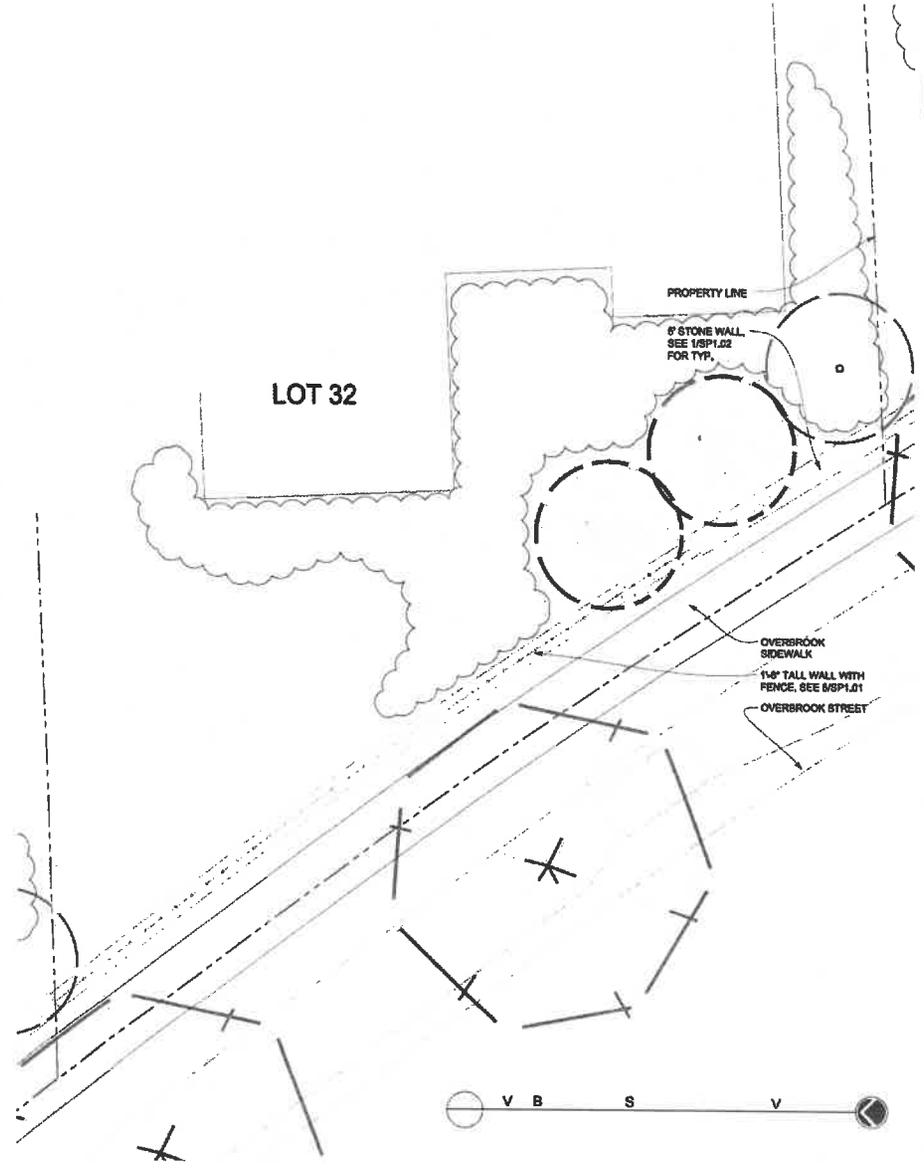
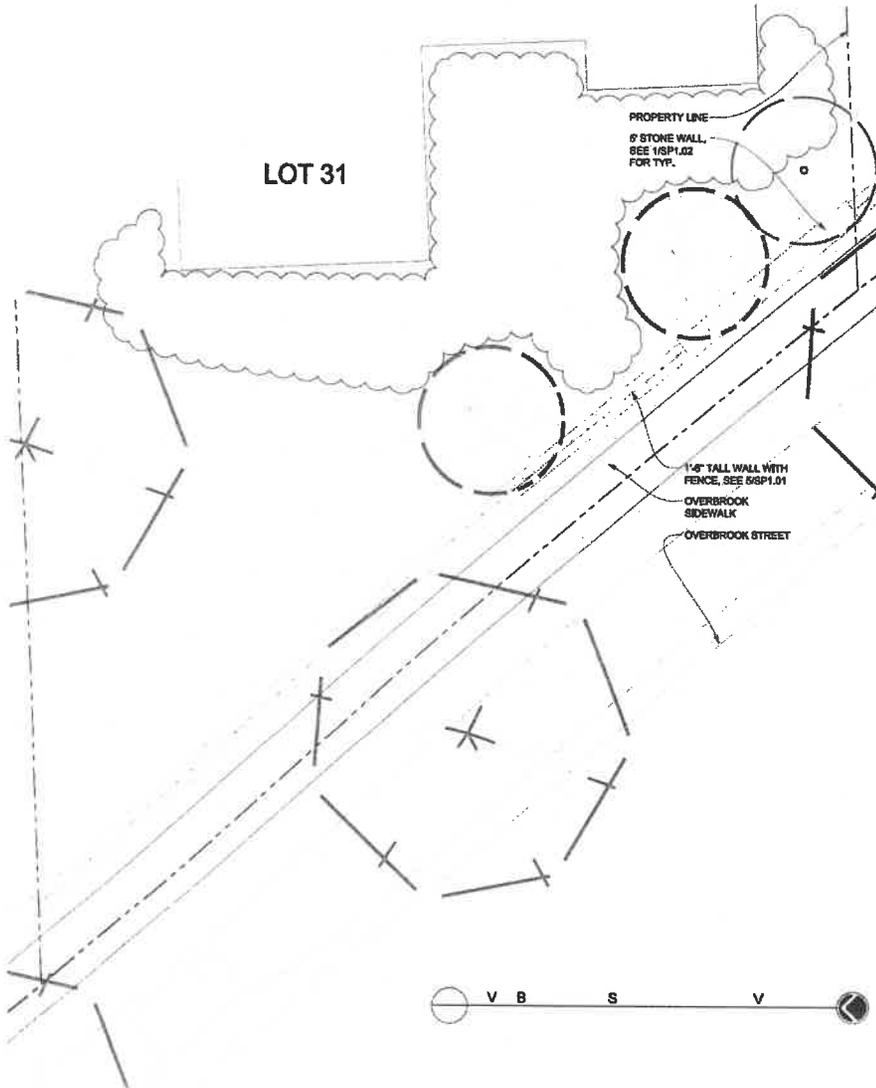
LOT 30

LOT 29



R P P

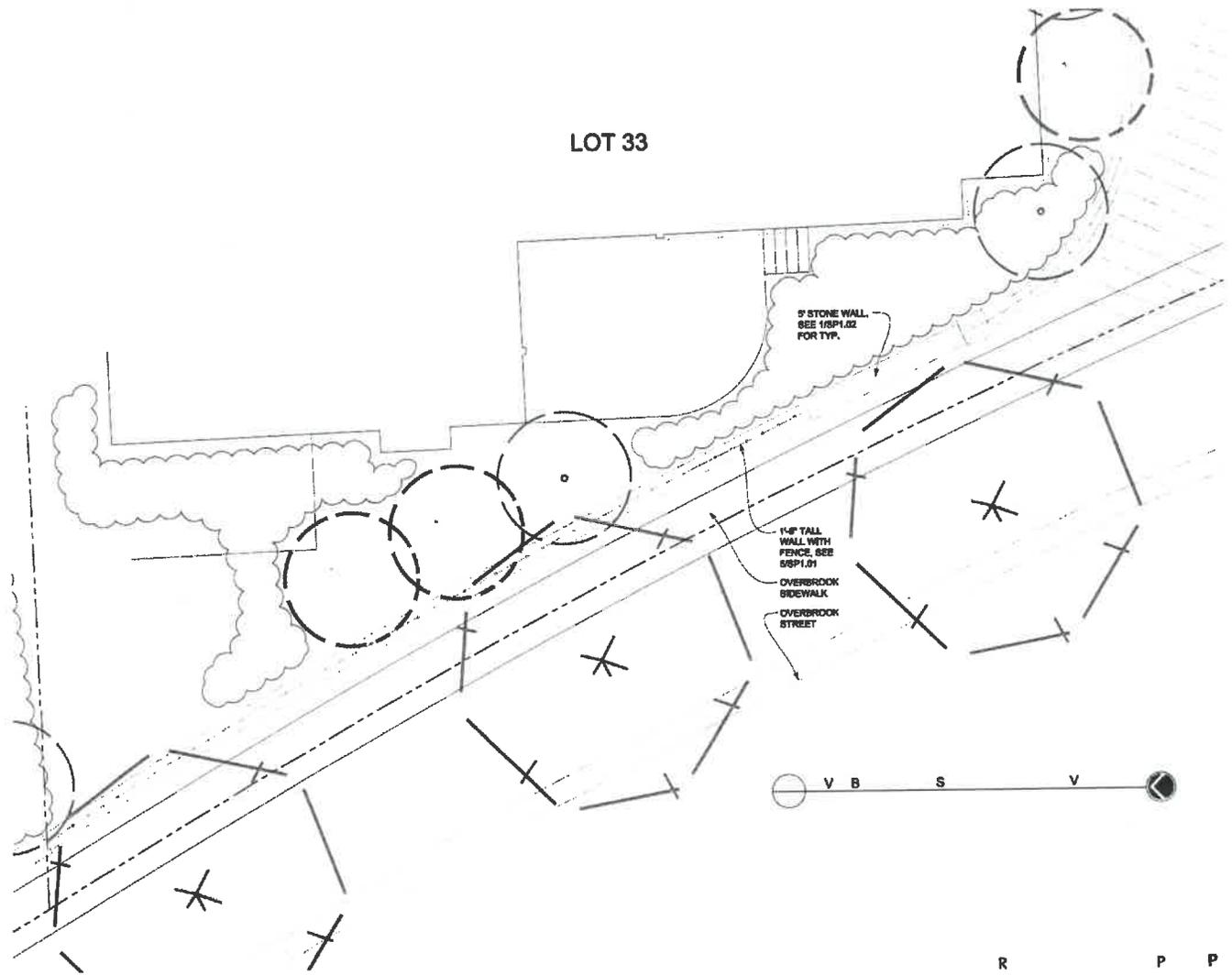
SP1.06



HALLBROOK EAST VILLAGE
 RBR

Drawn to Scale Loc.

R P P



LOT 33

5' STONE WALL
 SEE 1/SP1.02
 FOR TYP.

1-6" TALL
 WALL WITH
 FENCE, SEE
 SSP1.01

OVERBROOK
 SIDEWALK
 OVERBROOK
 STREET



HALLBROOK EAST VILLAGE
 RBR R

Drawing Release Log

R P P

SP1.08

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: September 16, 2019

Date of Memo: September 3, 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.

City of Leawood Governing Body Staff Report

MEETING DATE: September 16, 2019
REPORT WRITTEN: August 28, 2019

**EDGEWOOD SUBDIVISION – PRIVATE ART– REQUEST FOR APPROVAL OF A FINAL PLAN –
Located north of Town Center Drive and west of Roe Avenue – Case 90-19**

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (8-0) of Case 90-19, Edgewood Subdivision – Private Art – request for approval of a Final Plan for the installation of private art, with the following stipulations:

1. The project is limited to the installation of one private art sculpture consisting of one stainless steel “blooming lily” mounted on a stainless steel pole, within the common open space of the Edgewood Subdivision.
2. The structure shall be maintained by the Edgewood Homeowners Association.
3. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
4. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through four.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is Michael Shirley, Edgewood Homeowners Association President.
- The property is owned by the Edgewood Homeowners Association.

REQUEST:

- The applicant is requesting approval of a Final Plan to install one kinetic sculpture, titled “Blooming Lily 3” in the common open space of the Edgewood Subdivision.

ZONING:

- The property is currently zoned RP-4 (Previous Leawood Development Ordinance).

COMPREHENSIVE PLAN:

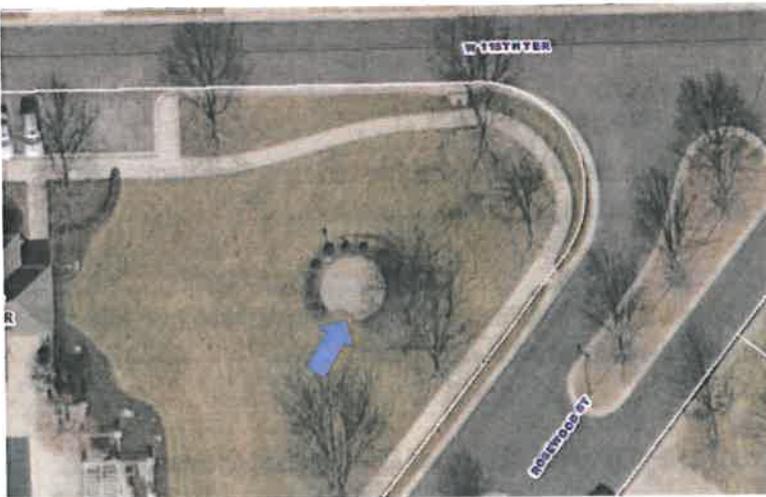
- The Comprehensive Plan designates this property as Medium Density Residential.

SURROUNDING ZONING:

- North To the north is the single family residential subdivision of Leawood Country Manor, zoned R-1 (Planned Single Family Low Density Residential).
- South To the south of the property is Town Center Drive. Across Town Center Drive is Park Place, a mixed use development, zoned MXD (Mixed Use Development District) and Town Center Plaza, zoned SD-CR (Planned General Retail).

- East Directly to the east of the property is Leawood City Hall and the Leawood Pioneer branch of the Johnson County Library, zoned RP-4 (Planned Cluster Detached Residential District)
- West To the west is Leawood Commons zoned SD-O (Planned Office) and SD-NCR (Planned Neighborhood Retail) and a mixed use development, zoned MXD (Mixed Use Development District) within the City of Leawood.

LOCATION:



SITE PLAN COMMENTS:

- The proposed site is located near the corner of Rosewood Street and W. 115th Terrace within Edgewood, in shared open space within the subdivision.
- A circular plaza made of brick pavers and measuring approximately 20' in diameter, with landscaping and benches is existing. A grassy lawn with trees surrounds the circular plaza.
- The sculpture is proposed to be placed in the center of the plaza.
- A single decorative light pole is located on the edge of the plaza.
- The Edgewood swimming pool and clubhouse is located west of the plaza space.
- A 5' sidewalk circumscribes the open space.



Example of final installation

ELEVATIONS:

- The kinetic sculpture consists of a 38" tall x 46" wide stainless steel "Blooming Lily" at the top of a 6'-1" stainless steel pole.
- The pole will be attached to a 5' tall stainless steel pedestal for an overall height of approximately 9'. A ground stake will anchor the pedestal and artwork.
- The kinetic sculpture will rotate when powered by the wind.



SIGNAGE:

- A stone piece, measuring 6"x12"x24" will be placed next to the art piece and will display the names of the donors of the artwork.

LANDSCAPING:

- No changes to the existing landscaping are proposed.

LIGHTING:

- An existing light pole is located adjacent to the circular brick plaza space and will illuminate the artwork at night. No additional lighting is proposed.

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL PLAN AND REVISED FINAL PLAT FOR EDGEWOOD SUBDIVISION – PRIVATE ART, LOCATED NORTH OF TOWN CENTER DRIVE AND WEST OF ROE AVENUE. (PC CASE 90-19)

WHEREAS, the applicant submitted a request for approval of a Final Plan for private art in the common open space of the Edgewood Subdivision;

WHEREAS, such request for approval was presented to the Planning Commission on August 27, 2019; and

WHEREAS, the Planning Commission reviewed the application and recommended approval.

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 Revised Final Plat, subject to the following stipulations:

1. The project is limited to the installation of one private art sculpture consisting of one stainless steel "blooming lily" mounted on a stainless steel pole, within the common open space of the Edgewood Subdivision.
2. The structure shall be maintained by the Edgewood Homeowners Association.
3. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
4. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through four.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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: September 16, 2019

Date of Memo: September 3, 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.

Staff Review

Fact Sheet

SUBJECT: **DECLARE SURPLUS PROPERTY**
September 16, 2019

DISCUSSION

The Public Works Department requests the vehicles and equipment listed below be declared as surplus property.

Police Department

One (1) 2013 Ford Interceptor Sedan, Ford Taurus
Unit 9112, City Asset No. 01698,
VIN #1FAHP2MT4DG134625

Public Works Department

One (1) 2009 Chevrolet Silverado Pick-Up Truck
Unit 9404, City Asset No. 01426
VIN #3GCEK23369G223198

One (1) Tack Distributor, with Honda Motor
No City Asset Number.
Motor #CN FD G2 0D54 010002

One (1) 2007 Fax Machine
Model: Brother FAX-2920
No City Asset Number.

One (1) Cart Caddy, serial #8764-001
No City Asset Number/Unknown year

Fire Department

One (1) 2004 Copy Machine
Model: Ricoh Aficio 2018D
No City Asset Number

Two (2) File Cabinets; locking, metal, black
No City Asset Numbers
42"W x 18"D x 51" H, four (4) drawers each

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:	8/16/2019	Ready to be Auctioned:	YES	Declared Surplus:	16-Sep-19
City ID:	UNIT 9112	License Plate #:		Sale Date:	tbd
VIN#:	1FAHP2MT4DG134625	Asset No. 01698		Sold For:	PURPLE WAVE
Department:	POLICE DEPT				
Description:	2013 Ford Taurus- Interceptor Sedan				
Current Mileage:	88,913 as of 08-16-2019	black four door; good condition, no known mechanical issues			



Date: 8/16/2019 Ready to be Auctioned: NO

City ID: Unit 9404 SURVEY TRUCK License Plate #: n/a

VIN#: 3GCEK23369G223198 Asset # 01426

Department: Public Works

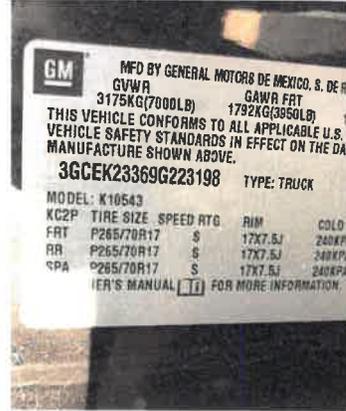
Description: 2009 Chevrolet-Silverado Pick Up Truck Black in color with Crew Cab

Current Mileage: 25,833 on 08-19-2019 in service at this time
notes: needs oil change/left front tire air

Decals to be removed? yes

Equipment to be removed: yes

Declared Surplus:	16-Sep-19
Sale Date:	tbd
Sold For:	Purple Wave



Date: 8/19/2019
 City ID: - Street Maintenance Equipment
 VIN#: HONDA MOTOR #CN FD G2 0D54 01 0002
 Department: Public Works
 Description: TACK DISTRIBUTOR

Ready to be Auctioned: NO
 License Plate #: n/a
 Asset # put number here: NONE
 (made by staff member G. Bill Porter in 2018)

Declared Surplus:	16-Sep-19
Sale Date:	tbd
Sold For:	Purple Wave

Current Mileage:

Self made in March/April of 2018. Condition: Fair to Poor (ICKY). Unit had liquid tack running through it (used for street asphalt applications). After use, the lines were flushed with diesel to clean them however unit has not been used since September 2018. Unit is mounted on a pallet. Dimensions are 4 feet x 2 ½ feet. Worked great first time in use; however started to have tack build up in hose.



Date: 8/20/2019
City ID: none
VIN#: Serial #U61326G7J417361
Department: Public Works
Description: **One (1) Fax Machine**
Current Mileage: working-(fair to good)

Ready to be Auctioned:
License Plate #: n/a
Asset #: no number

Declared Surplus:	16-Sep-19
Sale Date:	TBD
Sold For:	Purple Wave

2007 Model: Brother FAX-2920
Dimensions: 14.7" wide x 14.7" deep x 10.5 " hi
plain paper tray Have User's Guide .

AT: 4800 Town Center Drive, Public Works 2nd Floor WEST WING



Date: 8/23/2019

City ID:

VIN#:

Department: Public Works

Description: CART CADDY
(black & yellow)

Current Mileage:

Decals to be removed?

Equipment to be removed

Ready to be Auctioned:

License Plate #: n/a

Asset #: No asset number

Declared Surplus:	16-Sep-19
Sale Date:	TBD
Sold For:	Purple Wave

Shorty at: 14303 Overbrook
LW, KS 66224



Date: 8/20/2019

City ID:

VIN#:

Department:

Description:

Current Mileage:

8/20/2019

Fire Department

Copy Machine

Black & White Copier in working order

Ready to be Auctioned:

License Plate #: n/a

Asset # put number here no asset number

Ricoh Aficio 2018D

originally purchased in 2004 for \$2,862.00

Declared

Surplus: **16-Sep-19**

Sale Date: TBD

Sold For: Purple Wave



AUCTION CONTACT: Any Battalion Chief ON DUTY

Jeremy Jones

Scott Gilmore

Mike Hoffine

913-238-2857

AT STATION NO. 2

12701 MISSION ROAD

No stairs, easy to remove

In Training Room

Date: 8/20/2019
City ID:
VIN#: n/a
Department: Fire Department

Ready to be Auctioned:
License Plate #: n/a
Asset # put number here none

Declared	
Surplus:	16-Sep-19
Sale Date:	TBD
Sold For:	Purple Wave

Description: **Two (2) File Cabinets**
Current Mileage:

Black Metal/ 4 drawers each
42" wide x 18" deep x 51" high
Locking (have key taped on top)

AUCTION CONTACT: ANY Batallion Chief on Duty
Jeremy Jones
Scott Gilmore
Mike Hoffine
913-238-2857

at STATION 3
14801 Mission Road
IN BAY-no stairs





August 2019 Monthly Report

AREA	CALLS	CODE 1	NON-EMERGENCY
North Zone	909	3:34	6:04
Center Zone	791	2:27	4:39
South Zone	908	4:26	5:59

CALLS FOR SERVICE	
Traffic Stops	939
Traffic Complaint Areas investigated	134
Medical Calls	162
Alarms	139
Arrests	95
Accidents	62
Open Doors	73
Suspicious Activity calls	59
Check the Welfare	34
9-1-1 Calls Received	1130 (36.45 day)
Administrative Calls Received	5606

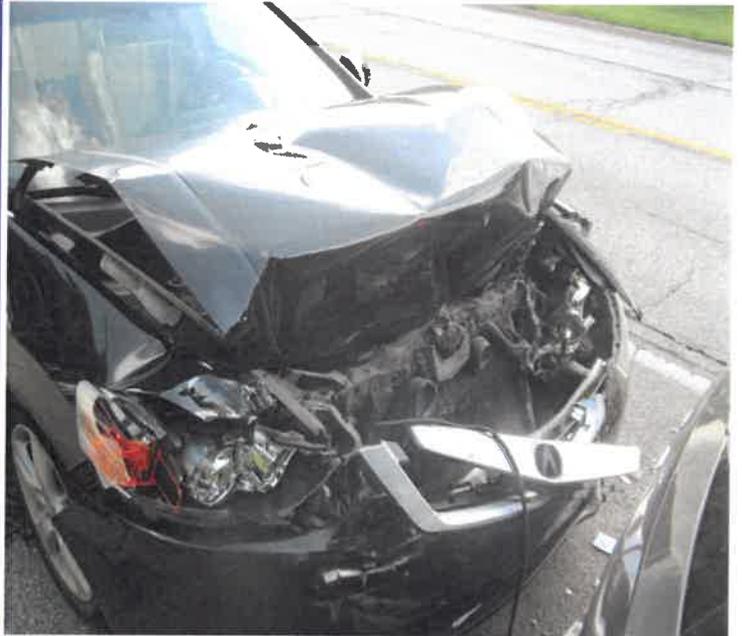


HIGHLIGHTS

To the dismay of many kids, August signified the end of summer break and their return to school. Officer Phil Goff is returning as the DARE officer for Brookwood, Corinth, and Cure of Ars. School Resource Officer Emily Craighead will be a familiar face in the halls of Prairie Star Elementary, Middle and St. Michaels. Officer Timehin Babalola will be joining Leawood Elementary and Middle Schools as their School Resource Officer.

Frequent crash locations

INTERSECTION	AUG	2019
I-435 & State Line Road	11	56
Town Center Dr. & Roe Avenue	3	12
103rd Street & State Line Road	0	8
135th Street & State Line Road	1	9
112th & Nall Avenue	1	9
135th Street & Mission Road	0	7
College Blvd. & State Line Road	1	7
98th & State Line Road	0	6



CRIME REPORT

	This month*	Last month	A year ago
Burglaries	7	5	8
Thefts from vehicles	12	5	46
Drug possession violations	7	7	8
Stolen autos	1	0	4
Agg. assault/batteries	1	2	0
Crim. Damage to Property/Vandalism	3	7	6
DUI	7	10	7
Shoplifting	7	2	13
Mental Health related calls	49	19	16

	April 2019	May 2019	June 2019	July 2019	August 2019
Arrests	88	86	79	87	95
Citations	976	870	1075	884	960
Warnings	661	693	889	701	745
Crashes	76	76	87	76	62



August 2019 Report

Monthly Calls for Service

Fire Responses	10
EMS Responses	200
HazMat Responses	6
Tech Rescue Responses	0
Other Calls for Service	75
Total Calls This Month	291
YTD Total Calls	2,269

Monthly Activity Hours

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

Staff Activity Hours: 1,146

Monthly Training Hours

Training Hours: 1,277

Monthly Highlights

- 10 Infant or Child Car Seat Installations
- 12 Public Relations / Public Education Events
- 33 CPR / First Aid students taught
- 5 Residential Smoke Detector Assists (checks, batteries, installations)
- 1 Home Owners Association meeting hosted
- County-wide cooperative EMS training hosted

Probationary Firefighter Graduation



Leawood Firefighter Sterling Fuller successfully completed his probationary firefighter training on August 1st. The probationary firefighter period lasts for a minimum of one year and requires the successful completion of both cognitive and skills based testing at six-months and one-year.

Congratulations Sterling!



FF Fuller participates in active shooter training.

Fire Department Incident Response Details

Monthly Fire Loss & Value Saved in Leawood

Number of incidents with fire related loss in Leawood for the month: 3

Pre-Incident Estimated Value:	\$3,727,937
Content Value Loss Estimate:	\$133,000
Property Value Loss Estimate:	\$1,145,000
Total Fire Value Loss Estimate:	\$1,278,000
Total Value Saved Estimate:	\$2,449,937



Incident Response Times

Emergency service performance standards are measured by 90-percentile performance to demonstrate credibility and reliability in service delivery. Percentile metrics demonstrate a better representation of response times than averages. Instead of displaying what the Department does half of the time, the Department observes what it does the majority of the time. Travel and total response times only include emergency responses within the City of Leawood and are included for both the first unit on scene as well as the Effective Response Force (ERF) which include all the units necessary to handle that risk type of emergency incident.

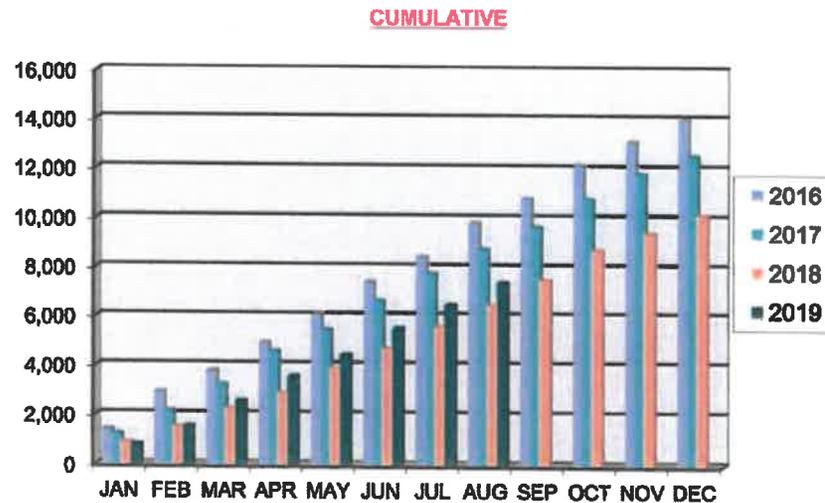
Summary of Monthly LFD Baseline Performance at the 90th Percentile

LFD - Baseline Performance 90 th Percentile		All Calls	Fire	EMS	Tech Rescue	HazMat
Total Number of Incidents by Type		291	10	200	0	6
Alarm Handling	Call Pick-Up to Dispatch	1:42	1:58	1:25	N/A	1:41
Turnout Time	Dispatch to 1st Unit Enroute	1:19	1:39	1:13	N/A	:47
Travel Time 1st Unit	Enroute to Arrival Time 1st Unit on Scene Emergency Responses Only	5:55	6:16	5:55	N/A	N/A
Total Response Time - 1st Unit	Enroute to Arrival 1st Unit on Scene Emergency Responses Only	7:45	9:05	7:23	N/A	N/A
Travel Time ERF	Enroute to Arrival Time Effective Response Force Emergency Responses Only	8:43	12:36	8:13	N/A	N/A
Total Response Time - ERF	Enroute to Arrival Effective Response Force Emergency Responses Only	10:44	13:52	9:43	N/A	N/A

LEAWOOD MUNICIPAL COURT CASELOAD

7X.

	<u>CUMULATIVE</u>				<u>MONTHLY</u>			
	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
JAN	1,430	1,246	890	820	1,430	1,246	890	820
FEB	2,959	2,201	1,537	1,559	1,529	955	647	739
MAR	3,813	3,253	2,280	2,595	854	1,052	743	1,036
APR	4,964	4,615	2,907	3,597	1,151	912	627	1,002
MAY	6,111	5,483	3,900	4,481	1,147	1,318	993	884
JUN	7,449	6,652	4,713	5,542	1,338	1,169	813	1,061
JUL	8,446	7,783	5,607	6,496	997	1,131	894	954
AUG	9,845	8,778	6,470	7,419	1,399	995	863	923
SEP	10,821	9,677	7,527		976	899	1,057	
OCT	12,167	10,792	8,728		1,346	1,115	1,201	
NOV	13,094	11,812	9,420		927	1,020	692	
DEC	14,009	12,523	10,161		915	711	741	
					14,009	12,523	10,161	7,419



LEAWOOD MUNICIPAL COURT

RECEIPTS PROCESSED

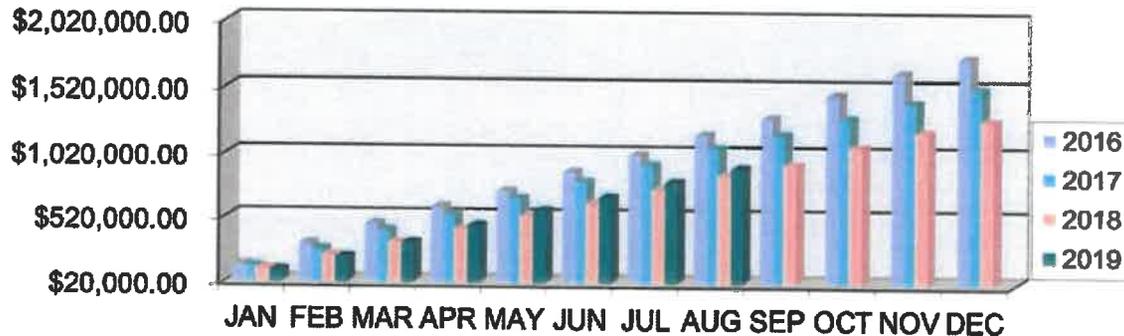
CUMULATIVE

MONTHLY

	<u>2016</u>		<u>2017</u>		<u>2018</u>		<u>2019</u>			<u>2016</u>		<u>2017</u>		<u>2018</u>		<u>2019</u>	
JAN	\$	152,402.00	\$	135,897.50	\$	124,209.00	\$	112,615.50	JAN	\$	152,402.00	\$	135,897.50	\$	124,209.00	\$	112,615.50
FEB	\$	319,887.25	\$	271,140.75	\$	226,773.06	\$	214,571.00	FEB	\$	167,485.25	\$	135,243.25	\$	102,564.06	\$	101,955.50
MAR	\$	469,496.20	\$	417,435.75	\$	328,422.81	\$	327,949.25	MAR	\$	149,608.95	\$	146,295.00	\$	101,649.75	\$	113,378.25
APR	\$	602,688.20	\$	539,966.25	\$	430,749.06	\$	457,627.75	APR	\$	133,192.00	\$	122,530.50	\$	102,326.25	\$	129,678.50
MAY	\$	727,709.75	\$	667,316.25	\$	532,916.01	\$	574,924.00	MAY	\$	125,021.55	\$	127,350.00	\$	102,166.95	\$	117,296.25
JUN	\$	881,876.05	\$	803,020.75	\$	632,601.01	\$	678,414.00	JUN	\$	154,166.30	\$	135,704.50	\$	99,685.00	\$	103,490.00
JUL	\$	1,016,515.55	\$	937,496.25	\$	740,497.51	\$	800,316.75	JUL	\$	134,639.50	\$	134,475.50	\$	107,896.50	\$	121,902.75
AUG	\$	1,172,883.80	\$	1,065,718.25	\$	853,735.81	\$	911,773.00	AUG	\$	156,368.25	\$	128,222.00	\$	113,238.30	\$	111,456.25
SEP	\$	1,298,998.30	\$	1,171,682.50	\$	939,594.81			SEP	\$	126,114.50	\$	105,964.25	\$	85,859.00		
OCT	\$	1,473,387.55	\$	1,293,663.50	\$	1,078,242.81			OCT	\$	174,389.25	\$	121,981.00	\$	138,648.00		
NOV	\$	1,630,461.55	\$	1,413,905.25	\$	1,193,133.81			NOV	\$	157,074.00	\$	120,241.75	\$	114,891.00		
DEC	\$	1,744,850.80	\$	1,518,103.44	\$	1,281,212.81			DEC	\$	114,389.25	\$	104,198.19	\$	88,079.00		

\$	1,744,850.80	\$	1,518,103.44	\$	1,281,212.81	\$	911,773.00
\$	1,500,000.00	\$	1,500,000.00	\$	1,500,000.00	\$	1,500,000.00

CUMULATIVE



12.

Memo

To: Mayor Peggy Dunn and City Council
From: Parks & Recreation Department, Arts Council
CC: Scott Lambers, City Administrator
Date: 9/3/2019
Re: Review Recommendation for Relocation of Public Art – “Point Defiance”

“Point Defiance” Sculpture Location

The Art in Public Places Initiative and the Arts Council recommended the relocation of the sculpture titled “Point Defiance” to Ironwoods Park at the September 3rd Governing Body meeting.

Following discussion, an alternative site close to the proposed location was suggested. The approval was continued and staff was directed to mark both options so that members of the Governing Body could view them prior to this meeting.

Following a decision, staff will move the piece so that the new art on loan sculpture, “Skywriting I” can be installed on October 2.

As a reminder, the abstract sculpture stands 7.5’ high X 7’ long X 4’ wide. The piece is an abstract representation of a bison, constructed in 2009 of stainless and mild steel.

Please let us know if you have further questions or suggestions.

Staff Review

Fact Sheet

**SUBJECT: RESPONSE FROM THE STORMWATER MANAGEMENT COMMITTEE
RE: DRAINAGE CONCERNS NEAR 9320 LEE COURT
SEPTEMBER 16, 2019**

DISCUSSION

The Stormwater Management Committee met on August 28, 2019, to review drainage concerns at 9320 Lee Court and surrounding properties. Four (4) property owners provided photos and accounts of the drainage issues they experience.

The City is beginning design on Lee Boulevard north of 95th which is upstream of the residents. They are requesting the City help with their drainage issues along with the Lee Blvd project.

Staff discussed several options; a separate project to extend the storm sewer system and complete grading and swales to direct the runoff to the new storm sewers, the engineer for Lee Boulevard will verify the storm sewer capacity along Lee Blvd and the engineer will review the runoff from Lee Boulevard north of 95th Street to try to collect the runoff from Lee so it doesn't sheet flow east to Lee Court.

The Committee made a recommendation that the City add an amendment to the Lee Boulevard Design contract with BHC to complete a Preliminary Engineering Study (PES) of this drainage area to determine solutions and estimated construction costs. The estimated cost of amendment for the PES is \$30,000. The funding for this study would be from the 1/8th Cent Sales Tax Stormwater fund.

It is the recommendation of the Public Works Department that City Council approve the Committee's recommendation for an amendment to BHC to develop a Preliminary Engineering Study for the area between Lee Blvd and High Dr from 95th St to 92nd St.

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 \$30,000.00

FUND SOURCES

1/8th Cent Sales Tax Stormwater fund

Staff Review

14.

Fact Sheet

**SUBJECT: RESPONSE FROM THE PUBLIC WORKS COMMITTEE
REVIEW REPAIR OF RETAINING WALL
LOCATED ON THE NORTHEAST CORNER OF 127TH STREET AND ROE AVENUE
September 16, 2019**

DISCUSSION

The Public Works Committee met on September 4 7, 2019, to a review the retaining wall at 127th Street and Roe Avenue.

The retaining wall was constructed in 2005, with the Roe Avenue (Tomahawk Creek to 135th St) project. In 2018, staff became aware of a 28 foot section of this wall rotating at the top section and it has rotated 2” out from the adjoining section. Public Works has been monitoring this wall over the past year and it has continued to rotate.

In early 2019, Public Works hired H. W. Lochner, an engineering firm, to complete soil borings, monitor the wall, and review the original construction drawings to determine the cause of the rotation and provide a temporary solution if necessary. However with the rains that we received in 2019, the wall has rotated further and H. W. Lochner has stated a temporary fix at this time would not be feasible.

H.W. Lochner estimates the cost for removing and reconstructing 28 feet of the wall, reusing the existing stone or installing new stone and re-staining the wall, repairing the drainage behind the wall and resetting the handrail at \$100,000. The remaining sections of wall are in good condition but will be inspected during the repair to verify the drainage behind the walls to remain is still functioning.

The Committee made the recommendation that the City begin the replacement of the wall in 2019. Staff would complete the bid documents and advertise the bid for this project.

It is the recommendation of the Public Works Department that Council approve the Committee’s recommendation to begin replacement of this section of wall on Roe Avenue at the northeast corner of 127th St & Roe Ave.

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

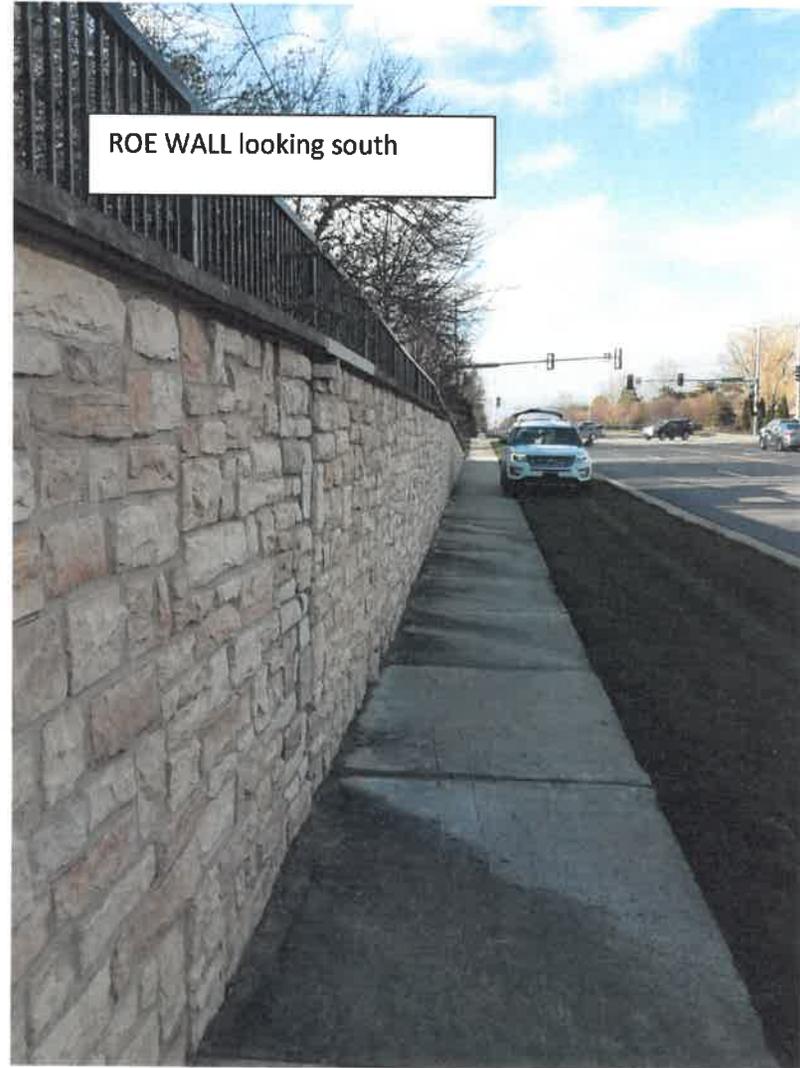
COSTS

\$100,000

FUND SOURCES

Arterial Street Program

Roe Wall-Northeast corner of 127th & Roe
September 2019



Roe Wall-Northeast corner of 127th & Roe
September 2019



**Leawood, Kansas
Roe Avenue Retaining Wall Repair**

LOCHNER

Opinion of Probable Repair Cost for Permanent Repair using Gravity Concrete Retaining Wall Including Removal and Reinstallation of Metal Handrail, and Installation of River Rock Behind Wall

Location: East Side of Roe Avenue, about 250 ft. north of 127th St.

Designed by: MAH
Date: 7/25/2019
Job Number: 15626

General Information:

The stem wall on a 28 ft. long section of integral sidewalk / retaining wall built in the mid 2000's is tipping inward. Prepare a cost estimate for a permanent repair by removing the existing stem wall and replacing it with a concrete gravity stem wall.

Include removal, storage, and reinstallation of metal handrail behind entire 275 ft. long wall.
Include installation of river rock behind the stem wall to slow down overland flow from hill.

Repair Costs:

Wall Removals	Comment	Unit	Cost / Unit	Number of Units	Total Cost
Remove and Store Stone Veneer		SF	\$10.00	270	\$2,700
Excavation	behind wall	CY	\$45.00	70	\$3,150
Remove Concrete Stem Wall	remove and dispose	LS	\$4,500.00	1	\$4,500
Wall Repairs	Comment	Unit	Cost / Unit	Number of Units	Total Cost
Soil Protection for Existing Sidewalk	temporary protection of sidewalk	LS	\$1,500.00	1	\$1,500
Concrete	for new gravity stem wall	CY	\$1,000.00	18	\$18,000
Reinforcing Steel	tie gravity stem wall to exist key & S/W	LB	\$4.00	150	\$600
Drill and Grout	tie gravity stem wall to exist key & S/W	EA	\$50.00	40	\$2,000
Strip Drain	install on fill face of new stem wall	SY	\$90.00	28	\$2,520
Granular Backfill	includes geotextile fabric and drain pipe	CY	\$125.00	30	\$3,750
Reinstall Stone Veneer		SF	\$30.00	270	\$8,100
Miscellaneous	Comment	Unit	Cost / Unit	Number of Units	Total Cost
Remove and Store Metal Handrail	along entire length of wall	LF	\$15.00	275	\$4,125
Reinstall Metal Handrail	along entire length of wall	LF	\$30.00	275	\$8,250
Install River Rock	along entire length of wall	Tons	\$400.00	20	\$8,000
Restoration and Sodding	sod in front and behind wall, ~150'	SY	\$15.00	300	\$4,500
Traffic Control	assume 1 lane closed 8am - 5pm daily	LS	\$5,000.00	1	\$5,000

Subtotal:	\$77,000
Mobilization	\$8,000
Contingency (15%)	\$13,000
TOTAL:	\$98,000

NOTE: These costs do not include easement or utility relocation costs that might also be associated with the repairs.

City of Leawood Governing Body Staff Report

MEETING DATE: September 16, 2019
REPORT WRITTEN: August 28, 2019

WATER ONE PUMP STATION AND RESERVOIR – PHASE 2 – REQUEST FOR APPROVAL OF A FINAL PLAN – Located north of 147th Street and east of Nall Avenue – Case 85-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (8-0) of Case 85-19, Water One Pump Station and Reservoir – Phase 2 – request for approval of a Final Plan, subject to the following stipulations:

1. This application shall be limited to the construction of one underground water reservoir (shown on the plan as the west reservoir) on 8.28 acres.
2. 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.
3. 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.
4. 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 building permit.
5. 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.
6. Construction traffic shall only be allowed off of Nall Ave, and temporary signs shall be posted that construction traffic is to use Nall Ave.
7. A "No U-Turn" sign shall be posted at the intersection of 147th Street and Nall Avenue during construction.
8. Construction activity shall be prohibited between the hours of 9:00 pm and 7:00 am Monday through Saturday and all day Sunday.
9. Per the Leawood Development Ordinance, a maximum amount of 0.5 foot-candles shall be permitted at the property line.
10. Per the Leawood Development Ordinance, the source of illumination of all light fixtures shall not be visible.
11. 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.
12. The stock pile area shall only be used for the temporary storage of soil during construction. The stock pile area shall be returned to a natural state prior to final occupancy.
13. Pursuant to City Code and the terms of the associated Interlocal Agreement, sound generated by the pump station shall not exceed 60 decibels at any property line of the subject property.
14. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.
15. 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.
16. 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.
 17. 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.
 18. 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.
 19. Prior to the commencement of construction activity, the applicant shall obtain a building permit from the City of Leawood.
 20. All sidewalks shall meet street construction standards.
 21. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
 22. The conditions and stipulations of the currently approved preliminary plan and final plan approval (Governing Body Resolution No. 3352) shall remain in full force and effect except to the extent expressly modified herein.
 23. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-three.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is Michelle Wirth, P.E. with Water District No. 1 of Johnson County.
- The property is owned by Water District No. 1 of Johnson County.
- The engineer is Bill Nash, P.E. of Burns & McDonnell Engineering Co.
- The landscape architect is Brittney Swartz, PLA of Burns & McDonnell Engineering Co.

HISTORY:

- A Final Plan and Final Plat for Water One Pump Station and Reservoir was approved in March of 2010 (Resolution No. 3352).
- The Final Plan included the construction of an 8,730 sq.ft. building housing a pumping station, and one (eastern) water reservoir. The western reservoir was shown as Phase 2 of the plan.
- The Final Plan also included landscaping (street trees and shrubs) along street frontages.

REQUEST:

- The applicant is requesting approval of a Final Plan for the construction of the western below-surface reservoir, phase 2 of the Water One Nall Avenue Pump Station and Reservoir, to provide potable water service.

ZONING:

- The property is currently zoned RP-2 (Planned Cluster Detached Residential District).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property for Public uses.

SURROUNDING ZONING:

- North: North of the property is Highland Villas, a single-family residential subdivision, zoned RP-3 (Planned Cluster Attached Residential District).
- South: Directly to the south of the property, across 147th Street, is Highlands Creek, 6th Plat, a single-family residential subdivision, zoned RP-1 (Planned Single-Family Residential).
- East: Directly east of the property is Highlands Creek, 4th Plat, a single-family residential subdivision, zoned RP-1 (Planned Single-Family Residential).
- West: West of the property, across Nall Ave., is Lionsgate by the Green, a single-family residential subdivision, zoned R-1 (Single-Family Residential) within the City of Overland Park.

LOCATION:



SITE PLAN COMMENTS:

- The Water One Pump Station and Reservoir is an existing facility located east of Nall Avenue and north of 147th Street.

- The existing pump station is located on the northern end of the site, accessed by a driveway off of Nall Avenue, with a parking lot located on the north side of the building.
- The driveway is gated for security in two locations, first at the beginning of the driveway near Nall Avenue and a second as the driveway approaches the parking lot.
- An existing reservoir (eastern) is located underground southeast of the pump station.
- The applicant proposes to install a second reservoir directly adjacent to and west of the existing reservoir, located underground. At completion of the project the grades of the site will match the existing grades.
- There is an existing public sidewalk along Nall Avenue and 147th Street. During construction, the applicant proposes to use flaggers at the project entrances for one hour in the morning and one hour in the afternoon, Monday-Friday, when school is in session.
- A temporary gravel haul road is proposed to circulate the site, running parallel with Nall Avenue and extending east to the existing eastern reservoir. The access road will have two entrances off of Nall Avenue, both south of the existing permanent entrance that provides access to the pump station.
- Construction traffic will approach the site from the south (Nall Avenue and 151st Street) and leave the site to the north (toward Nall Avenue and 143rd Street).
- It is proposed that "No U-Turn" signs be placed at the intersection of 147th Street and Nall Avenue during the construction period.
- A concrete wash out area will be located near the temporary road, and southwest of the existing pump station.
- A temporary stock pile area is proposed to be located on top of the eastern reservoir, which can handle a limited load of additional soil.
- A temporary chain link construction fence is proposed to be located around the site (running parallel with Nall Avenue, south of the existing pump station and around both the east and west reservoirs). The fence will be 6' feet in height and will have two 20' long gates across the temporary construction road driveways.

SIGNAGE:

- No permanent signage is proposed with this application.

LIGHTING:

- No new permanent lighting is proposed with this application.

LANDSCAPING:

- The site is currently landscaped with street trees, ornamental trees and shrubs.
- The construction process will require the removal of 6 trees that are greater than 12" caliper. Per the Leawood Development Ordinance, these trees are required to be replaced on a 1:1 caliper inch ratio. The applicant is proposing to remove 40 caliper inches from the site, and replace them with a total of 45 caliper inches.
- In total, 19 trees are being removed from the site. The applicant is replacing this plant material with 22 trees, including Redpointe Maples, Shumard Oaks, and White Fringe trees.
- No plantings are permitted to be located on top of the water reservoirs. However, this open space is frequently used as active and passive recreation space for the surrounding residents.
- As approved with Case 05-10, the entire site will be seeded with fescue grass.

STAFF COMMENTS:

- Construction is anticipated to take 15 months, beginning in February of 2020. Excavation will last approximately five months, and concrete placement will take approximately seven months. Final seeding and landscaping will follow the replacement of topsoil on the new reservoir.
- The applicant has stated that their construction hours will be limited to the hours of 7:00 AM – 6:00 PM, Monday-Friday.
- While no public notification is required of this project, the applicant is proposing to mail a postcard with project information to residents within 500' of the project site, and to the presidents of surrounding Home Owner's Associations.



City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211
Public Works Department • (913) 339-6700 x 130 • (913) 339-9374 Fax

MEMO

DATE: August 23, 2019

TO: Richard Coleman, Director of Community Development

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

A handwritten signature in blue ink, appearing to be 'BS', located to the right of the 'FROM' field.

SUBJECT: WaterOne – Nall Ave Pump Station Phase II
Case Number: 85-19

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: There are no permanent changes to site access or trip generation from the original site development. The developer shall address the following during construction:
 - a) All construction traffic shall approach the site from 151st Street and Nall Avenue. No U-Turns will be permitted at Nall and 147th Street.
 - b) All construction traffic shall exit the site towards 143rd Street and Nall Avenue. No U-Turns will be permitted at Nall and 146th Street.
- 2) Storm Water Study:
 - a) Previous site improvements, Phase I installed all required Stormwater BMPs, no detention is required.
 - b) The developer shall provide alternate drainage features to address stormwater currently conveyed by the existing swale that will be removed due to the temporary road. No overland flow to Nall Avenue sidewalks and pavement will be permitted. The removed swale shall be restored with final restoration.
 - c) The Developer shall protect the existing bio-retention basin from sediment during construction.
 - d) The developer shall provide track-out protection at construction exits.
- 3) Permanent structures, including monument signs, shall not be placed within the Right-of-Way and Public Easements.

- 4) 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).
- 5) 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.
- 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 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.
- 10) 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.
- 11) The Certificate of Occupancy shall not be approved until the above requirements have been met.

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

Exhibit B

From: Gene Hunter
Sent: Thursday, August 1, 2019 4:54 PM
To: Jessica Schuller
Subject: RE: Water One Pump Station

The Fire Department has no objection to this site plan.

Gene Hunter, Leawood Fire Marshal

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS AND WATER DISTRICT NO. 1 OF JOHNSON COUNTY, KANSAS, DATED DECEMBER 17, 2009, AS AMENDED, PERTAINING TO THE CONSTRUCTION OF FACILITIES LOCATED AT 146TH AND NALL AVENUE. [PC Case 85-19]

WHEREAS, Water District No. 1 of Johnson County, Kansas (hereinafter "WaterOne") and the City of Leawood, Kansas (hereinafter "Leawood") executed an Interlocal Agreement effective December 17, 2009 (the "Agreement");

WHEREAS, the Agreement was amended on April 5, 2010;

WHEREAS, WaterOne made a presentation to the Leawood Planning Commission on August 27, 2019, captioned Case No. 85-19; and

WHEREAS, Planning Commission reviewed the WaterOne application and forwarded its recommendation of approval to the Governing Body, including certain stipulations of acceptance.

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

SECTION ONE: The Governing Body approves the Amendment to the Plan with the stipulations as recommended by the Planning Commission.

SECTION TWO: The Governing Body approves and authorizes the Mayor to execute the Amendment No. 2 to the Interlocal Agreement between Water District No. 1 of Johnson County, Kansas and the City of Leawood, Kansas, a copy of which is attached hereto and incorporated herein as Exhibit A.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

**AMENDMENT TO INTERLOCAL AGREEMENT
DATED DECEMBER 17, 2009, AS AMENDED**

Now on this 16th day of September, 2019, the City of Leawood, Kansas and Water District No. 1 of Johnson County, Kansas, in accordance with the Interlocal Agreement dated December 17, 2009, as amended, agree to the following stipulations as an additional amendment to that Agreement, with all portions of the Agreement to otherwise remain in full force and effect:

1. This application shall be limited to the construction of one underground water reservoir (shown on the plan as the west reservoir) on 8.28 acres.
2. 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.
3. 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.
4. 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 building permit.
5. 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.
6. Construction traffic shall only be allowed off of Nall Ave, and temporary signs shall be posted that construction traffic is to use Nall Ave.
7. A "No U-Turn" sign shall be posted at the intersection of 147th Street and Nall Avenue during construction.
8. Construction activity shall be prohibited between the hours of 9:00 pm and 7:00 am Monday through Saturday and all day Sunday.
9. Per the Leawood Development Ordinance, a maximum amount of 0.5 foot-candles shall be permitted at the property line.
10. Per the Leawood Development Ordinance, the source of illumination of all light fixtures shall not be visible.
11. 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.
12. The stock pile area shall only be used for the temporary storage of soil during construction. The stock pile area shall be returned to a natural state prior to final occupancy.
13. Pursuant to City Code and the terms of the associated Interlocal Agreement, sound generated by the pump station shall not exceed 60 decibels at any property line of the subject property.
14. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.

15. 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.
16. 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.
17. 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.
18. 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.
19. Prior to the commencement of construction activity, the applicant shall obtain a building permit from the City of Leawood.
20. All sidewalks shall meet street construction standards.
21. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
22. The conditions and stipulations of the currently approved preliminary plan and final plan approval (Governing Body Resolution No. 3352) as amended, shall remain in full force and effect except to the extent expressly modified herein.
23. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-three.

IN WITNESS WHEREOF, Leawood and WaterOne hereto have caused this Amendment to Interlocal Agreement, as amended, to be executed on behalf of their respective governing bodies the day and year first above written.

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest:

Debra Harper, City Clerk

Approved as to Form:

Patricia A. Bennett, City Attorney

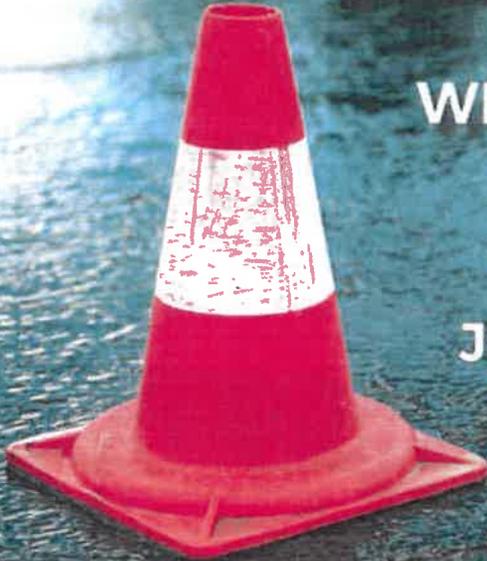
WATER DISTRICT NO. 1 OF JOHNSON COUNTY, KANSAS

By: _____
Robert P. Reese, Chairman

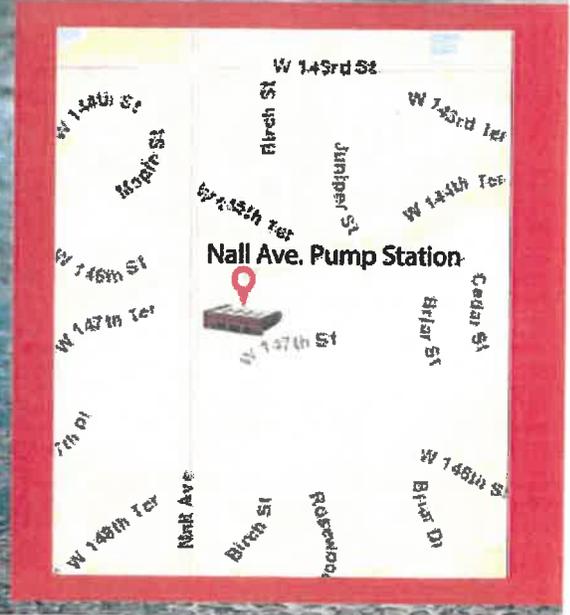
Attest: _____
Candace Golubski,
Secretary to WaterOne Board

PROJECT NOTICE

Coming soon to a street near you! A WaterOne investment in our infrastructure!



WHERE/WHEN:
**Nall Ave &
147th St.**
**January 2020
- April 2021**



PROJECT DETAILS

Hello Neighbor!

Beginning in January 2020 - WaterOne is upgrading and expanding our existing Nall Ave. Pump Station.

Additional pumping equipment and an underground storage will be built to help meet future growth and service needs, ensure consistent water pressure, and continue to guarantee the highest level of fire protection for WaterOne customers.

The new facility will not be visible from the road once it's complete but will ensure that we can meet the needs of you, our customers, in the future.

TRAFFIC IMPACT

During construction there will be an influx of construction vehicles. Please use caution and follow any detours that are posted.

Get full details and track our progress at:

waterone.org/projects

WaterOne

Water District No. 1 of Johnson County

10747 Renner Blvd.
Lenexa, KS 66219
913/895-1800



www.NotifyJoCo.org

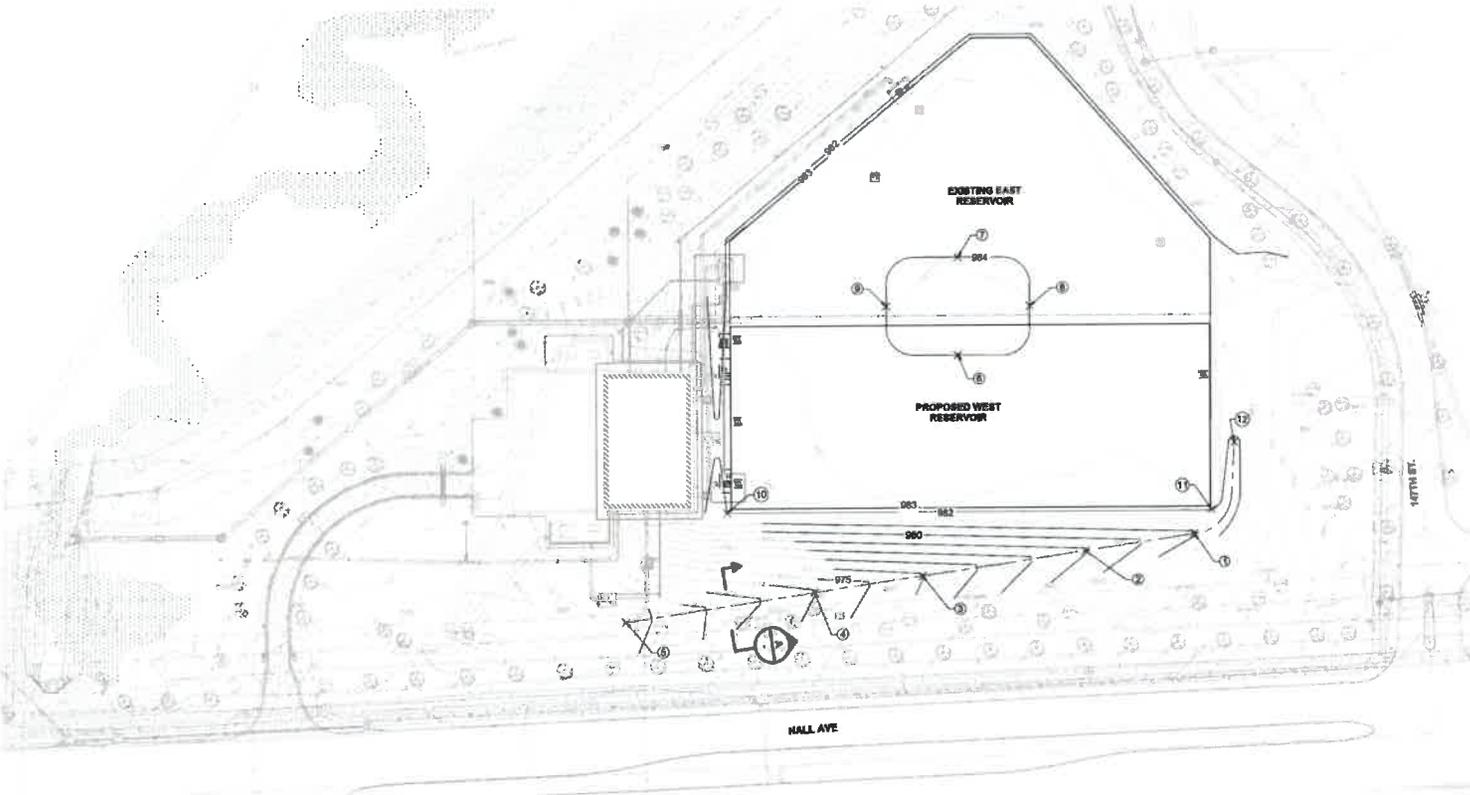
SIGN UP NOW!

Receive projects and water outage updates in real-time. You can choose to be notified by text, phone call, or email. Sign up online or call 913/826-5555.



1 2 3 4 5 6 7 8 9 10 11 12 13 14

no.	date	by	chkd	description
A	3/27/19	MCP	JLG	ISSUED FOR REVIEW
B	7/3/19	MCP	JLG	ISSUED FOR 80% REVIEW



PRELIMINARY - NOT FOR CONSTRUCTION



8400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-2400
EMCD LICENSE NO. E-85

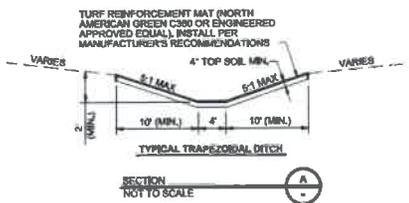
date	designed
JANUARY 29, 2019	C. JONES
checked	
M. PETERSON	



Water District No. 1 of Johnson County
JOHNSON COUNTY, KANSAS
HALL AVENUE PUMP STATION
AND RESERVOIR PHASE B
GENERAL GRADING PLAN

project	contract	
111808	MP-17004	
drawing	rev.	
C003	B	
sheet	of	sheets
111808_C003.dwg		

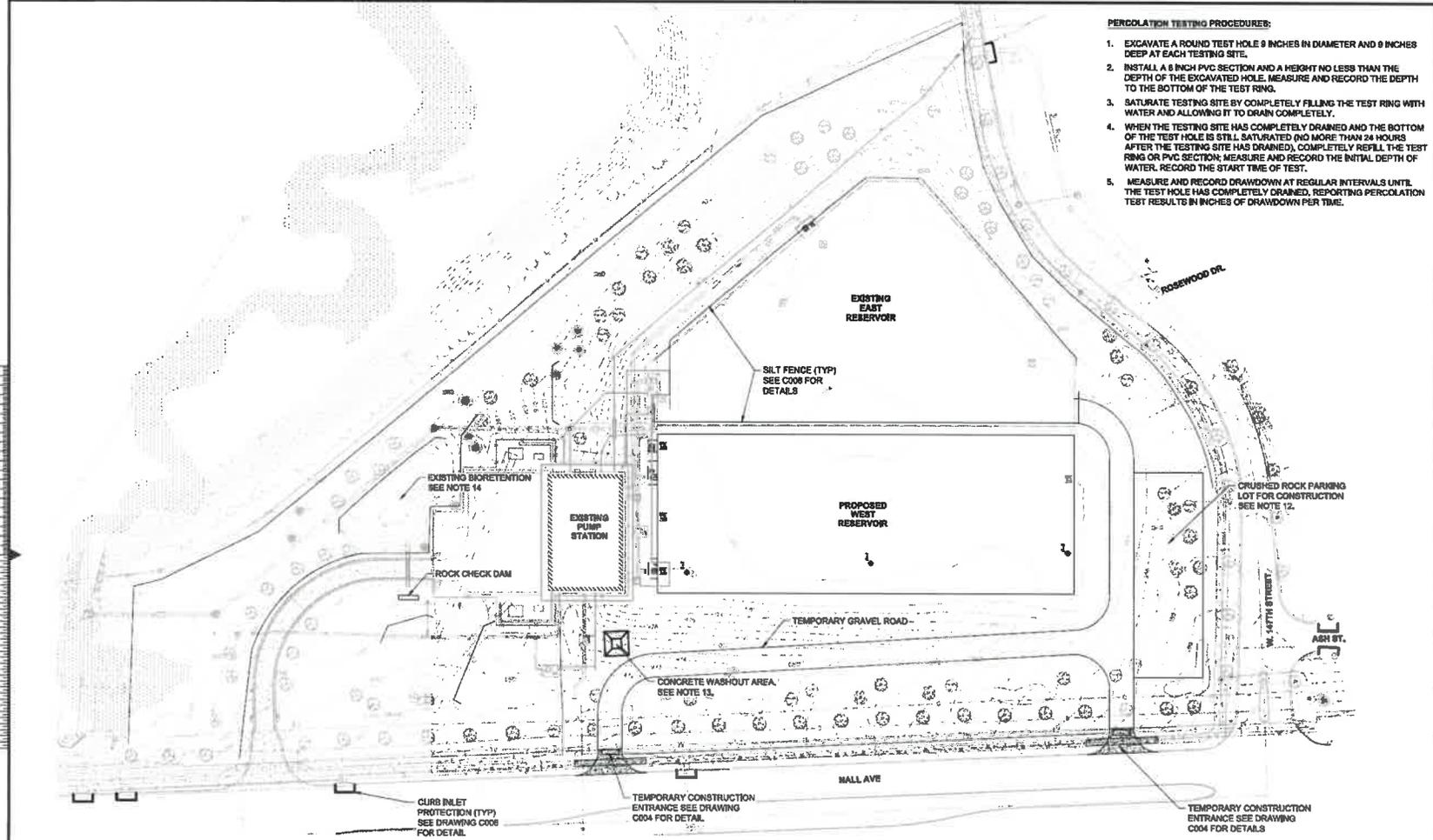
CONTROL POINTS				
POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	961.00	210764.50	2286540.78	CL. DITCH
2	978.00	210643.95	2286528.07	CL. DITCH
3	978.00	210652.82	2286511.48	CL. DITCH
4	974.00	211041.68	2286499.78	CL. DITCH
5	970.00	211179.91	2286479.46	CL. DITCH
6	964.00	210636.41	2286672.07	SPOT ELEVATION
7	964.00	210636.32	2286743.47	SPOT ELEVATION
8	964.00	210633.93	2286707.70	SPOT ELEVATION
9	964.00	210666.72	2286707.54	SPOT ELEVATION
10	962.00	211105.16	2286557.83	SPOT ELEVATION
11	962.00	210761.84	2286658.36	SPOT ELEVATION
12	962.00	210735.32	2286607.52	CL. DITCH



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1 2 3 4 5 6 7 8 9 10 11 12 13 14



- EROSION CONTROL NOTES:**
- SEE SHEET C001 FOR LEGEND AND GENERAL NOTES.
 - ALL DOWNSTREAM CATCH BASINS AND STORM SEWER INLETS MUST BE LINED WITH GEOTEXTILE FILTER FABRIC TO PREVENT SOIL AND DEBRIS FROM ENTERING STORM SEWER SYSTEM. FABRIC MUST BE IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY, AND MUST BE MAINTAINED THROUGHOUT AND KEPT FREE OF DEBRIS DURING ENTIRE CONSTRUCTION ACTIVITY. LINERS MUST BE REMOVED UPON COMPLETION OF CONSTRUCTION ACTIVITIES.
 - EROSION CONTROL METHODS OTHER THAN THOSE SHOWN ON THE DRAWINGS MAY BE UTILIZED IF APPROVED IN WRITING BY ENGINEER PRIOR TO THEIR USE.
 - THE LOCATION AND SIZE OF EROSION CONTROL DEVICES ARE APPROXIMATE ONLY AND REPRESENT THE MINIMUM REQUIREMENTS. THE DEVICES SHALL BE LOCATED GENERALLY AS SHOWN BUT THEIR LOCATIONS SHALL FACILITATE MAXIMUM PROTECTION FOR THE METHOD OF CONSTRUCTION UTILIZED. ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED TO COMPLY WITH SWPPP.
 - CONTRACTOR SHALL PROVIDE DUST CONTROL DURING ENTIRE CONSTRUCTION PERIOD. ALL DISTURBED AREAS SHALL BE MAINTAINED WITH DUST SUPPRESSORS (WATER, ETC) TO PROHIBIT ENVIRONMENTAL CONTAMINATION. CALCIUM CHLORIDE SHALL NOT BE USED FOR DUST CONTROL.
 - THE CONTRACTOR SHALL PLAN AND CONDUCT GRADING OPERATIONS IN A MANNER THAT WILL MINIMIZE THE EXTENT AND DURATION OF UNPROTECTED SOIL.
 - THE CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF MATERIALS ONTO PUBLIC PAVEMENT. ALL MATERIALS TRACKED ONTO PUBLIC ROADWAYS SHALL BE IMMEDIATELY REMOVED.
 - DURING TRENCHING EXCAVATION ACROSS THE PAVED AREAS, THE SURROUNDING ROADWAY SHALL BE KEPT CLEAN OF ALL MATERIAL TRACKED ONTO IT UNTIL PAVEMENT PATCHING IS COMPLETE.
 - DITCH CHECK SHALL BE CONSTRUCTED OF ROCK UNLESS OTHERWISE APPROVED BY ENGINEER.
 - ALL EROSION CONTROL METHODS SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED.
 - STOCK PILE AREA IS GENERAL IN LOCATION. NO STOCK PILE SHALL BE ALLOWED WITHIN 50 FEET OF THE PROPERTY LINE. ANY CHANGES OR DEVIATION FROM THIS LOCATION SHALL HAVE CITY APPROVAL PRIOR TO USE AND A SEDIMENT & EROSION CONTROL PLAN ESTABLISHED.
 - CRUSHED ROCK PARKING LOT FOR CONSTRUCTION SHALL BE CONFINED TO THE AREA SHOWN. AREA TO BE USED FOR PARKING, TRAILER STAGING, LAYDOWN STAGING AND TRUCK TURNAROUND. ANY CHANGES OR DEVIATION FROM THIS LOCATION SHALL HAVE CITY APPROVAL PRIOR TO USE AND A SEDIMENT & EROSION CONTROL PLAN ESTABLISHED.
 - CONCRETE WASHOUT SHALL BE CONFINED TO THE AREA SHOWN. ANY CHANGES OR DEVIATION FROM THIS LOCATION SHALL HAVE CITY APPROVAL PRIOR TO USE AND A SEDIMENT & EROSION CONTROL PLAN ESTABLISHED.
 - EXISTING BIORETENTION SHALL BE PROTECTED AT ALL TIMES. PRIOR TO WORK, THE PERIMETER OF THE BIORETENTION SHALL BE PROTECTED AGAINST RUNOFF AND SEDIMENTATION FROM CONTRIBUTING DRAINAGE AREA.
 - PRIOR TO CONSTRUCTION, CONDUCT A PRECONSTRUCTION PERCOLATION TEST AT A MINIMUM OF 3 LOCATIONS WITHIN THE BIORETENTION TESTING TO BE WITNESSED BY THE ENGINEER.
 - FOLLOWING CONSTRUCTION, CONDUCT A POSTCONSTRUCTION PERCOLATION TEST AT THE SAME 3 LOCATIONS WITHIN THE BIORETENTION.
 - IF POSTCONSTRUCTION RESULTS ARE NOT SATISFACTORY TO THE ENGINEER, CONTRACTOR IS RESPONSIBLE FOR ANY CORRECTIVE ACTIONS AS REQUIRED BY THE ENGINEER TO RESTORE THE BIORETENTION TO ITS PRECONSTRUCTION CONDITION.

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- PERCOLATION TESTING PROCEDURES:**
- EXCAVATE A ROUND TEST HOLE 8 INCHES IN DIAMETER AND 8 INCHES DEEP AT EACH TESTING SITE.
 - INSTALL A 8 INCH PVC SECTION AND A HEIGHT NO LESS THAN THE DEPTH OF THE EXCAVATED HOLE. MEASURE AND RECORD THE DEPTH TO THE BOTTOM OF THE TEST RING.
 - SATURATE TESTING SITE BY COMPLETELY FILLING THE TEST RING WITH WATER AND ALLOWING IT TO DRAIN COMPLETELY.
 - WHEN THE TESTING SITE HAS COMPLETELY DRAINED AND THE BOTTOM OF THE TEST HOLE IS STILL SATURATED (NO MORE THAN 24 HOURS AFTER THE TESTING SITE HAS DRAINED), COMPLETELY REPLY THE TEST RING OR PVC SECTION. MEASURE AND RECORD THE INITIAL DEPTH OF WATER. RECORD THE START TIME OF TEST.
 - MEASURE AND RECORD DRAWDOWN AT REGULAR INTERVALS UNTIL THE TEST HOLE HAS COMPLETELY DRAINED, REPORTING PERCOLATION TEST RESULTS IN INCHES OF DRAWDOWN PER TIME.

no.	date	by	chk	description
A	3/27/19	MCP	JLG	ISSUED FOR REVIEW
B	7/31/19	MCP	JLG	ISSUED FOR 60% REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

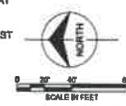
BURNS & MCDONNELL
 8400 WARD PARKWAY
 KANSAS CITY, MO 64114
 816-333-9400
 BMCD LICENSE NO. E-65

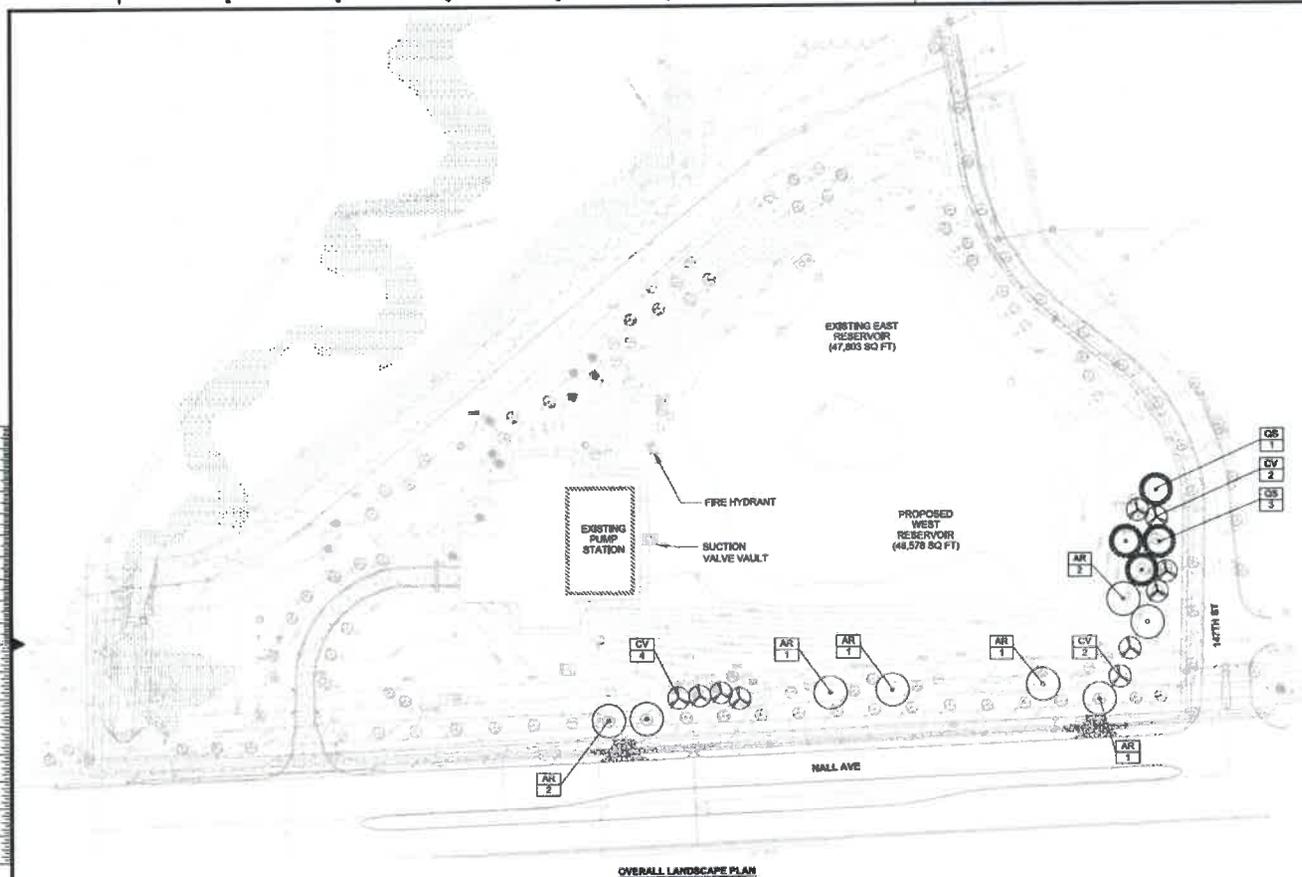
date	JANUARY 29, 2019	designed	M. PETERSON
checked	C. JONES	checked	

WaterOne
 Water District No. 1 of Johnson County

JOHNSON COUNTY, KANSAS
NALL AVENUE PUMP STATION AND RESERVOIR PHASE II
 EROSION CONTROL PLAN

project	111806	contract	MP-17004
drawing		rev.	
C005		B	
sheet	of	sheets	
file	111806_C005.dwg		





OVERALL LANDSCAPE PLAN

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND.
AR	3	Acer rubrum 'Fraxill. Jr'	RED POINT MAPLE	2 1/2" CAL.	B & B
OS	4	Quercus shumardii	SHUMARD OAK	2 1/2" CAL.	B & B
CV	10	Chionodoxa virginiana	WHITE FRINGE TREE	1 1/2" CAL.	B & B

TABLE B EXISTING CALIPER INCH REPLACEMENT

QUANTITY	CALIPER INCH
TOTAL CALIPER INCHES OF EXISTING TREES >12" CALIPER TO BE REMOVED ON SITE PER SHEET C002	6"
REQUIRED RATIO OF REPLACEMENT (1 CAL. INCH FOR EVERY EXISTING 1 INCH CAL. REMOVED)	40
TOTAL PROPOSED CALIPER INCH TOTAL	19
	45

(1) EXISTING MATERIALS ARE LARGE SHRUBS NOT A TREE FORM. PROPOSE REPLACING WITH TRUE ORNAMENTAL TREE FORM.

GENERAL LANDSCAPE NOTES

1. LOCATE UTILITIES PRIOR TO COMMENCING LANDSCAPE OPERATIONS. ALL TREES SHALL BE FIELD POSITIONED AS TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS OR OBSTRUCTIONS.
2. CONTRACTOR SHALL STAKE ALL PLANTING AREAS IN THE FIELD PRIOR TO PLANTING FOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
3. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO PLANTING. ANY DISCREPANCIES WITH THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE PLAN QUANTITIES SHALL SUPERSEDE SCHEDULED QUANTITIES.
4. ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY AND SHALL COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 THE AMERICAN STANDARD FOR NURSERY STOCK.
5. SHREDED HARDWOOD MULCH, SHALL BE USED AS A THREE INCH (3") TOP DRESSING AROUND ALL TREES. SINGLE TREES SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER.
6. ALL TREES SHALL BE STAKED PER DETAIL.
7. THE LANDSCAPE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL THE SITE IS FREE OF DEBRIS CAUSED BY ON-GOING CONSTRUCTION OPERATIONS. REMOVAL OF DEBRIS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. LANDSCAPE WORK SHALL NOT BEGIN UNTIL THE LANDSCAPE ARCHITECT AND OWNER HAVE GIVEN WRITTEN APPROVAL FOR SUCH. THERE SHALL BE NO DELAYS DUE TO LACK OF COORDINATION FOR THIS ACTIVITY.
8. THE LANDSCAPE ARCHITECT AND OWNER SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SOODING OPERATIONS.
9. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT DESIGNATED FOR OTHER PLANTINGS OR HARDSCAPE SHALL BE REEDED WITH TURF TYPE FESCUE BLEND.
10. EXISTING IRRIGATION SHALL BE PROTECTED AND RESTORED DURING AND AFTER CONSTRUCTION. NEW TURF AREAS SHALL BE IRRIGATED.
11. TREES AND PLANT BEDS NOT NOTED FOR DEMOLITION SHALL BE PROTECTED DURING CONSTRUCTION PER DETAIL.
12. ALL TREES SHALL BE CALIPERED AND UNDERSIZED TREES SHALL BE REJECTED.
13. ANY DEVIATION TO THE APPROVED FINAL LANDSCAPE PLAN SHALL REQUIRE THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT AND THE PLANNING DIRECTOR, PRIOR TO INSTALLATION.
14. UNLESS OTHERWISE NOTED, ALL MEDIUM AND LARGE DECIDUOUS TREES SHALL BE 2 1/2" CALIPER AS MEASURED 6" ABOVE THE GROUND, AT TIME OF PLANTING.
15. UNLESS OTHERWISE NOTED, ALL SMALL DECIDUOUS AND ORNAMENTAL TREES SHALL BE A MINIMUM OF 8" IN HEIGHT AND 1 1/2" CALIPER AS MEASURED 6" ABOVE THE GROUND, AT TIME OF PLANTING.

UTILITY NOTES

IN THE EVENT OF WORK IN OR ON JOHNSON COUNTY WASTE WATERS SANITARY MAIN, ANY TREES OR PLANTINGS PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION THEREOF AND SHALL BE REPLACED THE PROPERTY OWNER AS REQUIRED BY THE CITY OF LEAWOOD.



SCALE IN FEET



NO.	DATE	BY	CHKD	DESCRIPTION
A	12/03/11	RG	BS	ISSUED FOR 60% REVIEW
B	08/09/11	RG	BS	ISSUED FOR CITY REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION



8400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-8400
8MO LICENSE NO. 6-65

DATE	DESIGNED	CHECKED
JANUARY 29, 2019	B. SWARTZ	FL GARCIA



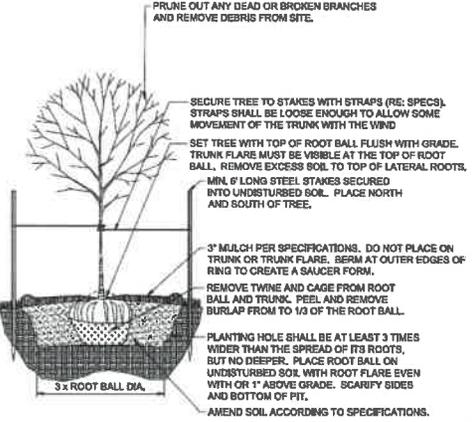
JOHNSON COUNTY, KANSAS	
HALL AVENUE PUMP STATION AND RESERVOIR PHASE II	
OVERALL LANDSCAPE PLAN	
PROJECT	DRAWING
111908	MP-17004
DRAWING	REV.
L002	B
SHEET	OF SHEETS
111908_C002.dwg	

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1 2 3 4 5 6 7 8 9 10 11 12 13 14

NOTES:

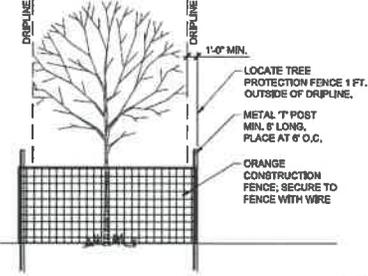
- TREES THAT DO NOT MEET THE SIZE REQUIREMENT WILL BE REJECTED
- TREES SHALL BE INSPECTED BY OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.



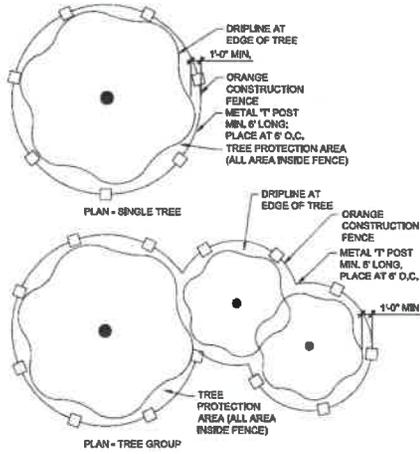
SECTION **A**
DECIDUOUS TREE PLANTING DETAIL
 NOT TO SCALE

TREE PROTECTION NOTES:

- CONSTRUCTION FENCE SHALL BE INSTALLED PRIOR TO CONSTRUCTION OPERATIONS
- ALTERNATIVE METHOD REQUIRES WRITTEN PERMISSION BY THE OWNER PRIOR TO FENCE INSTALLATION, EXCAVATION OR GRADING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FENCE MAINTENANCE. REPAIR AND/OR REPLACE ALL SECTIONS DAMAGED DURING CONSTRUCTION OPERATIONS
- CONTRACTOR SHALL BE RESPONSIBLE FOR HEALTH OF PROTECTED TREES THROUGHOUT THE CONSTRUCTION PERIOD. TREES SHOWING SIGNS OF STRESS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE IMMEDIATELY. ALL TREES THAT DIE DUE TO CONSTRUCTION OPERATIONS SHALL BE REPLACED AT THE CONTRACTORS EXPENSE. THE REPLACEMENT TREE SHALL BE OF COMPARABLE SIZE & SPECIES BASED ON NURSERY AVAILABILITY. CONTRACTOR SHALL SUBMIT REPLACEMENT TREES TO OWNERS REPRESENTATIVE FOR FINAL ACCEPTANCE PRIOR TO INSTALLATION.
- ALL TREE PROTECTION AREAS SHALL BE RESTORED TO ORIGINAL CONDITION. RE: SPECIFICATION 52 31 20.



SECTION **B**
TREE AND PLANT BED PROTECTION
 NOT TO SCALE



PREFERRED METHOD

no.	date	by	chkd	description
A	07/03/18	RG	RS	ISSUED FOR 60% REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION



9400 WARD PARKWAY
 KANSAS CITY, MO 64114
 816-333-8400
 BMCD LICENSE NO. 6-65

date JANUARY 28, 2019	checked R. GARCIA
designed B. SWARTZ	checked



JOHNSON COUNTY, KANSAS
HALL AVENUE PUMP STATION AND RESERVOIR PHASE II
 LANDSCAPE DETAIL

project 111808	contract MP-17004
drawing L003	rev. A
sheet 111808_0002.dwg	of sheets



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1 2 3 4 5 6 7 8 9 10 11 12 13 14

- PERCOLATION TESTING PROCEDURES:**
1. EXCAVATE A ROUND TEST HOLE 9 INCHES IN DIAMETER AND 9 INCHES DEEP AT EACH TESTING SITE.
 2. INSTALL A 6 INCH PVC SECTION AND A HEIGHT NO LESS THAN THE DEPTH OF THE EXCAVATED HOLE. MEASURE AND RECORD THE DEPTH TO THE BOTTOM OF THE TEST RING.
 3. SATURATE TESTING SITE BY COMPLETELY FILLING THE TEST RING WITH WATER AND ALLOWING IT TO DRAIN COMPLETELY.
 4. WHEN THE TESTING SITE HAS COMPLETELY DRAINED AND THE BOTTOM OF THE TEST HOLE IS STILL SATURATED (NO MORE THAN 24 HOURS AFTER THE TESTING SITE HAS DRAINED), COMPLETELY RE-FILL THE TEST RING OR PVC SECTION. MEASURE AND RECORD THE INITIAL DEPTH OF WATER. RECORD THE START TIME OF TEST.
 5. MEASURE AND RECORD DRAWDOWN AT REGULAR INTERVALS UNTIL THE TEST HOLE HAS COMPLETELY DRAINED. REPORTING PERCOLATION TEST RESULTS IN INCHES OF DRAWDOWN PER TIME.

Temporary Fencing Including Two 20-ft Gates

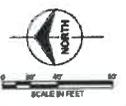
no.	date	by	chkd	description
A	3/27/19	MCP	JLG	ISSUED FOR REVIEW
B	7/2/19	MCP	JLG	ISSUED FOR 80% REVIEW

1" = 20' (Horizontal)
 1" = 10' (Vertical)

CONTRACTOR SHALL MAINTAIN ALL EXISTING BIOTENTATION AND RESERVOIR.

EROSION CONTROL NOTES:

1. SEE SHEET C001 FOR LEGEND AND GENERAL NOTES.
2. ALL DOWNSTREAM CATCH BASINS AND STORM SEWER INLETS MUST BE LINED WITH GEOTEXTILE FILTER FABRIC TO PREVENT SOIL AND DEBRIS FROM ENTERING STORM SEWER SYSTEM. FABRIC MUST BE IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY, AND MUST BE MAINTAINED THROUGHOUT AND KEPT FREE OF DEBRIS DURING ENTIRE CONSTRUCTION ACTIVITY. LINERS MUST BE REMOVED UPON COMPLETION OF CONSTRUCTION ACTIVITIES.
3. EROSION CONTROL METHODS OTHER THAN THOSE SHOWN ON THE DRAWINGS MAY BE UTILIZED IF APPROVED IN WRITING BY ENGINEER PRIOR TO THEIR USE.
4. THE LOCATION AND SIZE OF EROSION CONTROL DEVICES ARE APPROXIMATE ONLY AND REPRESENT THE MINIMUM REQUIREMENTS. THE DEVICES SHALL BE LOCATED GENERALLY AS SHOWN BUT THEIR LOCATIONS SHALL FACILITATE MAXIMUM PROTECTION FOR THE METHOD OF CONSTRUCTION UTILIZED. ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED TO COMPLY WITH SWPPP.
5. CONTRACTOR SHALL PROVIDE DUST CONTROL DURING ENTIRE CONSTRUCTION PERIOD. ALL DISTURBED AREAS SHALL BE MAINTAINED WITH DUST SUPPRESSORS (WATER, ETC) TO PROHIBIT ENVIRONMENTAL CONTAMINATION. CALCIUM CHLORIDE SHALL NOT BE USED FOR DUST CONTROL.
6. THE CONTRACTOR SHALL PLAN AND CONDUCT GRADING OPERATIONS IN A MANNER THAT WILL MINIMIZE THE EXTENT AND DURATION OF UNPROTECTED SOIL.
7. THE CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF MATERIALS ONTO PUBLIC PAVEMENT. ALL MATERIALS TRACKED ONTO PUBLIC ROADWAYS SHALL BE IMMEDIATELY REMOVED.
8. DURING TRENCHING EXCAVATION ACROSS THE PAVED AREA, THE SURROUNDING ROADWAY SHALL BE KEPT CLEAN OF ALL MATERIAL TRACKED ONTO IT UNTIL PAVEMENT PATCHING IS COMPLETE.
9. DITCH CHECK SHALL BE CONSTRUCTED OF ROCK UNLESS OTHERWISE APPROVED BY ENGINEER.
10. ALL EROSION CONTROL METHODS SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED.
11. STOCK PILE AREA IS GENERAL IN LOCATION. NO STOCK PILE SHALL BE ALLOWED WITHIN 50 FEET OF THE PROPERTY LINE. ANY CHANGES OR DEVIATION FROM THIS LOCATION SHALL HAVE CITY APPROVAL PRIOR TO USE AND A SEDIMENT & EROSION CONTROL PLAN ESTABLISHED.
12. CRUSHED ROCK PARKING LOT FOR CONSTRUCTION SHALL BE CONFINED TO THE AREA SHOWN. AREA TO BE USED FOR PARKING, TRAILER STAGING, LAYDOWN STAGING AND TRUCK TURNAROUND. ANY CHANGES OR DEVIATION FROM THIS LOCATION SHALL HAVE CITY APPROVAL PRIOR TO USE AND A SEDIMENT & EROSION CONTROL PLAN ESTABLISHED.
13. CONCRETE WASHOUT SHALL BE CONFINED TO THE AREA SHOWN. ANY CHANGES OR DEVIATION FROM THIS LOCATION SHALL HAVE CITY APPROVAL PRIOR TO USE AND A SEDIMENT & EROSION CONTROL PLAN ESTABLISHED.
14. EXISTING BIOTENTATION SHALL BE PROTECTED AT ALL TIMES. PRIOR TO WORK THE PERIMETER OF THE BIOTENTATION SHALL BE PROTECTED AGAINST RUNOFF AND SEDIMENTATION FROM CONTRIBUTING DRAINAGE AREA.
- 14.1. PRIOR TO CONSTRUCTION, CONDUCT A PRECONSTRUCTION PERCOLATION TEST AT A MINIMUM OF 3 LOCATIONS WITHIN THE BIOTENTATION. TESTING TO BE WITNESSED BY THE ENGINEER.
- 14.2. FOLLOWING CONSTRUCTION, CONDUCT A POSTCONSTRUCTION PERCOLATION TEST AT THE SAME 3 LOCATIONS WITHIN THE BIOTENTATION.
- 14.3. IF POSTCONSTRUCTION RESULTS ARE NOT SATISFACTORY TO THE ENGINEER, CONTRACTOR IS RESPONSIBLE FOR ANY CORRECTIVE ACTIONS AS REQUIRED BY THE ENGINEER TO RESTORE THE BIOTENTATION TO ITS PRECONSTRUCTION CONDITION.



PRELIMINARY - NOT FOR CONSTRUCTION



8400 WARD PARKWAY
KANSAS CITY, MO 64114
913-333-8800
BMC LICENSE NO. E-65

date	designed	checked
JANUARY 29, 2019	M. PETERSON	C. JONES



Water District No. 1 of Johnson County
JOHNSON COUNTY, KANSAS
HALL AVENUE PUMP STATION AND RESERVOIR PHASE II
EROSION CONTROL PLAN

project	contract
111808	MF-17004
drawing	rev.
C005	B
sheet	of
111808_C005.dwg	1

Panel Fencing



Ease of Use

Chain link Panel Fencing is an **excellent perimeter security** solution when a post-driven fence installation is not a viable option. Easy to transport and secure into place, above-ground panel fencing provides a sturdy and reliable barrier for many job site applications.

National's fence panels comply with ASTM A392-06 standards, having **superior exposure and corrosion resistance**, and perfect for the demands of an outdoor construction site. Some of the most common uses for chain link fence panels include high-rise commercial construction sites, home developments, highway projects, and store front renovations.



800-352-5675 • rentnational.com

Product images are for illustration purposes only and may differ from actual product. Product availability varies by region.

Features & Benefits

- Easy to Install, Maintain & Remove
- Eliminates Digging and Setting Posts
- Installs on a Variety of Surfaces
- Repositions Easily for Extended Use
- Alternative to In-Ground Posts

Specifications

- Galvanized Steel Construction
- Corrosion-Resistant Zinc Coating
- ASTM A392-06 Standards Compliant
- 36" Base Stands for Added Stability
- Width: 12' Height: ~~4'~~ 6' ~~8'~~

Uses

- Commercial Construction
- Housing Developments
- Remodels & Tenant Improvements
- Public Works Projects
- Post-Disaster Reconstruction

**City of Leawood
Planning Commission Meeting
August 27, 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, Stevens, Peterson. Absent: Elkins

APPROVAL OF THE AGENDA

Chairman Coleman: Chair will entertain a motion to approve the agenda.

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

APPROVAL OF MINUTES: Approval of the minutes from the July 23, 2019 Planning Commission meeting.

Chairman Coleman: Are there any additions or comments?

Chairman Elkins joined the meeting

Chairman Elkins: My apologies for being late. Are there any revisions or amendments to the minutes?

A motion to approve the minutes from the July 23, 2019 Planning Commission meeting was made by Coleman; seconded by Hoyt. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

CONSENT AGENDA:

CASE 75-19 – STONE LEDGE LOTS 1-3 REPLAT – Request for approval of a Revised Final Plat, located north of 154th Street and east of Nall Avenue.

CASE 84-19 – HALLBROOK EAST VILLAGE – FENCES AND WALLS – Request for approval of a Revised Final Plan, located south of 112th Terrace and west of State Line Road.

Mr. Hafner: I would revise Stipulation No. 2 to recommend, like the east façade, a time limitation to match Price Chopper's west edge.

Mr. Coleman: West of the demising wall of Price Chopper.

Comm. Hoyt: West of Price Chopper.

Mr. Coleman: I just used the demising wall because it's the lease line for the building.

Comm. Hoyt: And the illumination that is allowed on that would follow the same time limitations as Stipulation No. 4.

Mr. Coleman: No. 2 could just read, ". . . except for the businesses west of the demising line of Price Chopper."

Chairman Elkins: So, do it by exception.

Comm. Hoyt: And then not between 9:00 p.m. and 10:00 a.m. because that's what No. 4 says.

Chairman Elkins: Mr. Hafner, does that work for you?

Mr. Hafner: That's great for me. I appreciate the consideration.

Chairman Elkins: Other questions for Mr. Hafner? Thank you for your presentation. That takes us to a discussion. Any comments? If not, we'll move to a motion.

A motion to recommend approval of CASE 76-19 – RANCH MART SHOPPING CENTER – REVISED SIGN CRITERIA – Request for approval of a Revised Final Sign Plan, located north of 95th Street and east of Mission Road – with 12 Staff Stipulations, modifying No. 2 to read, ". . . except for the businesses west of the demising line of Price Chopper between the times of 9:00 p.m. and 10:00 a.m. " – was made by Stevens; seconded by Hoyt. Motion carried with a unanimous vote of 8-0. For: McGurran, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

→ **CASE 85-19 - WATER ONE PUMP STATION AND RESERVOIR – PHASE 2 – Request for approval of a Final Plan, located north of 147th Street and east of Nall Avenue.**

Staff Presentation:

City Planner Jessica Schuller made the following presentation:

Ms. Schuller: This is Case 85-19 – Water One Pump Station and Reservoir – Phase 2. It's a request for approval of a Final Plan, located north of 147th Street and east of Nall Avenue. I have one change to the Staff Report. The applicant is currently listed as Sarah

Tuitt with Burns & McDonnell. This name should change to Michelle Werth with Water District No. 1. The project is located north of 147th Street and east of Nall Avenue. A Final Plan for this site was approved in March, 2010 and included the existing pump station and the eastern underground water reservoir. The western reservoir was shown as Phase 2 of the project at that time. The applicant is now requesting approval to construct the western reservoir to be located directly adjacent to the eastern reservoir. Construction will require a temporary gravel road, which is accessed from Nall Avenue and runs parallel with Nall Avenue on the site. A 6' tall temporary construction fence will surround the site. The existing sidewalk on Nall Avenue is to remain open during construction. The applicant proposes that flaggers be located at the entrances to the site for one hour in the morning and one hour in the afternoon, Monday-Friday while school is in session. The applicant proposes to remove some of the trees onsite during construction. These will be replaced at the end of the project. At the completion of the project, the site will look very much the same as it does today. Although a formal public notification process is not required, the neighboring residents will receive a flyer from Water One to notify them of the project and the project timeline. An example of that flyer was included in your packet. The proposed application is in compliance with the LDO, and staff recommends approval with the stipulations in the Staff Report.

Chairman Elkins: Thank you. Are there questions for staff? I would invite the applicant to step forward.

Applicant Presentation:

Michelle Werth, Director of Production, Water One, 10747 Renner Boulevard, Lenexa, appeared before the Planning Commission and made the following comments:

Ms. Werth: I'd like to introduce my team behind me. I have Eric Arner, General Counsel, as well as additional Water One staff Hailey Barker and Robert Beeson. I also have Burns & McDonnell here to answer any technical questions you may have this evening. That is Sarah Tuitt and Bill Nash as well as Mike O'Connell.

I'd like to introduce you to the project and also give information about Water One as well. Water One is a quasi-municipal corporation or an independent public water utility. We serve 272 square miles in 17 cities. Every day, nearly 440,000 customers rely on Water One to provide fresh, clean water on demand. It is a responsibility that we deliver on, and at Water One, we believe in the meaningful work of producing clean water because we're actually making it for you. Our customers are your citizens.

As far as this project goes, we have a Master Plan, similar to your Comprehensive Plan. It is a comprehensive road map for expansion and sustainability. It identified this as a two-phase project. We make continual improvements in infrastructure at the right time so we have plentiful water supply of the delicious water that is available to our customers and to your citizens. This is really to meet growing demands. Over 50% of the storage that will be added is actually for fire flow, which is increasing that storage for emergency response and for the firefighters that are out there.

This is the Nall Avenue Pump Station. It is on 9.7 acres located on the east side of Nall between 143rd and 147th. The storage locations and how we locate these particular facilities are based on the proximity and connectivity to the area that it actually serves. It

is very important that these facilities are in the areas that have the demands each and every day and that we can serve that on-demand to our customers. The new reservoir is 350 feet by 140 feet by 20 feet deep. Originally, as part of the design plans, this was contemplated; this is just a Final Plan review. It is roughly the size of a football field. The total will be 12 million gallons of reservoir storage on the site. To put that in perspective, think of 12 million gallons of milk being stored on this particular site. We are adding six million gallons of additional storage.

The pump station is fenced. Today, the reservoir and construction are not visible. We are creating this additional six million gallons of storage. We have some temporary construction accesses. I can have Burns & McDonnell talk to you about the traffic flow if you have questions or concerns. There will be some temporary construction parking, but after the construction, this will look exactly how it looks today. We are digging the hole, putting in the concrete reservoir, covering it, capping it, and then leaving green space as it is today. We also have the additional 12-million gallon a day pump that is associated and the electrical with it. That is inside the existing building and won't be visible from the outside. It won't cause any additional noise or anything from the pump station itself. The grading will be similar to what we have. The stormwater has been addressed within staff comments, and the landscaping has been addressed, too. We are in agreement with staff comments.

The current project schedule has us bidding this project in October, so it will be constructed from spring of 2020 through spring of 2021 and put into service in summer of 2021. We talked about making sure we're good neighbors. We want people to "excuse our dust," so to speak as we are out there. We will make sure that there is dust control, and we want to make sure they are familiar with the project. What we have found is best when communicating with residents, citizens, and customers, is to give them a website where we post regular updates on the actual construction. We do videos of the construction. If they have questions or concerns, the contacts and information is right there. That would be updated regularly. We put that on a high-end postcard. We've given you a sample of that, and they will have all that contact information as well as the construction schedule in front of them. If they have any questions or concerns, we want to make sure that information is available to them so they can contact us readily and we can answer those questions quickly and make sure we take care of any concerns they may have. With that, I ask what questions you have.

Chairman Elkins: Thank you. Does the water district have any objections to the 23 stipulations included in the report?

Ms. Werth: We do not.

Comm. Coleman: Thank you very much. I had no idea that was an underground reservoir. That was very informative. What is the difference between an open-air reservoir and the underground reservoir besides the obvious?

Ms. Werth: The Environmental Protection Agency has stated that all reservoirs need to be covered. All of our reservoirs are covered storage, so they are typically buried or above-ground towers. The difference between elevated storage and buried storage is the

buried storage has a pumping facility with it. Also, we can create larger storage with the pumping facility such as this, and especially with the growth and development we're seeing, this is appropriate for this particular location.

Comm. Coleman: How many reservoirs do we have within the Water One district?

Ms. Werth: We have over ten different storage facilities that cross the area, and we have over 75 million gallons of storage throughout the district.

Comm. McGurren: I watched the pumping station being built. I was a little surprised when I got this packet because I would have said there was already a reservoir where the new proposed one would be because it is already elevated and flattened. Was dirt put there to compact it?

Ms. Werth: Yes, the dirt was there and will actually move it on top. Some of the cover is going to get moved on top of the existing reservoir for storage during the construction, and then it will just be moved right back on top of where the new reservoir will be. We did go ahead and blast ahead of time, so there's no blasting during this. It's all being dug. We're just ready to dig it out and create a new reservoir.

Comm. McGurren: I also remember when the pumping station was finished and operational, additional above-ground power lines had to be placed along 151st Street and Mission Road to bring additional power to the station. Is anything like that going to be required?

Ms. Werth: No, it all was installed during the first phase. We have a redundant feed into the site, so we have two different substations that can feed into that, so should we have any issues with power or across the area, we do have two feeds into it so we can continue to maintain water for our customers.

Comm McGurren: Will the water pressure in the area be improved?

Ms. Werth: The water pressure will remain the same; this is just additional storage.

Chairman Elkins: Other questions? That takes us to discussion. Comments from the commissioners?

Comm. Belzer: I really appreciate this outreach to the community around and the surrounding areas. I think this is excellent communication, and also with the website, it can keep people up-to-date and allow them to feel a part of it.

Chairman Elkins: Thank you. Other comments? If not, is there a motion?

A motion to recommend approval of CASE 85-19 - WATER ONE PUMP STATION AND RESERVOIR – PHASE 2 – Request for approval of a Final Plan, located north of 147th Street and east of Nall Avenue – with Staff Stipulations – was made

by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

CASE 86-19 – PARKWAY PLAZA – KIDDI KOLLEGE OFFICE/DAYCARE ADDITION – Request for approval of a Final Plan, located south of 134th Street and east of Briar Street.

Comm. Hunter: I'm going to recuse myself from this discussion.

Staff Presentation:

City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 86-19 – Parkway Plaza – Kiddi Kollege Office/Daycare Addition – Request for approval of a Final Plan, located south of 134th Street and east of Briar Street. The Planning Commission may remember this project from earlier this year when they came in for a Revised Preliminary Plan and Special Use Permit for the daycare. The project will consist of an additional 5,450 sq. ft. 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 additional daycare area and the rest of the office. A sidewalk is still proposed between the new office/daycare and the existing Kiddi Kollege building. The applicant still plans on removing five on-street parking spaces from the east of the proposed daycare/office building to help provide additional open space on the lot. A cross-access parking agreement was established within the development, and the number of parking spaces still meets the requirements of the LDO. No changes are being proposed to the existing parking lot to the south of the proposed building or existing buildings. The applicant has provided elevations and is proposing to closely match the existing Kiddi Kollege with natural stone, cementitious stucco, and the exterior of the building in a precast concrete roof. The applicant has also provided staff with a photometric study that did not quite comply with the LDO. Stipulation 18 speaks to that, stating that, "Prior to Governing Body, the applicant shall provide staff with a photometric study that will meet all regulations of the LDO." Staff has been working with the applicant on this. They do plan on submitting a new photometric study prior to Governing Body. The Final Plan meets the regulations of the LDO with the agreement that a new photometric study will be provided to staff. Staff recommends approval of Case 86-19 with the stipulations listed in the Staff Report, and I'd be happy to answer any questions.

Chairman Elkins: Questions for Mr. Sanchez?

Comm. Hoyt: On Exhibit B, which is Gene Hunter's fire memo, it says, "New building is required to have storm shelter room." Is that included someplace in the plan, or will they be required if we approve the case and it enters into the comments?

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: September 16, 2019

Date of Memo: August 28, 2019

Re: The Planning Commission recommends unanimously (8-0) Case 16-19, Leawood Development Ordinance Amendment to Sections 16-4-9.3 General Requirements, and Section 16-4-9.4, Height and Location Requirements, pertaining to the location of fences and fences within the RP-A5 zoning district (Planned Rural Density Single Family Residential District)

The amendment proposes to allow fences and walls within the RP-A5 zoning district to be permitted on the front, rear and side yard property lines of the RP-A5 zoning district to a maximum height of 6 feet, but not within the site triangles of corner lots.

The amendment also proposes to limit the material of fences on the property lines within the RP-A5 zoning district to wooden split rail, wrought iron, or aluminum designed to have the appearance of wrought iron.

Currently the Leawood Development Ordinance does not permit fences greater than 3 feet in height to be located in front of the building or line of the building as it extends to the side property line, and not beyond the build line of a street-side yard of a corner lot. This amendment also proposes to allow fences to extend beyond platted side and rear build lines located on interior lots within any zoning district, unless specifically prohibited by the plat.

CHANGES MADE BY PLANNING COMMISSION:

- None

6-4-9.3 General Requirements

- A) Fences and walls (with the exception of retaining walls, and lots within the RP-A5 zoning district) 3 feet or greater in height shall not be permitted in front of the building or line of the building as it extends to the side property line, and shall not be permitted beyond the build line of a street-side side yard of a corner lot. Fences shall be permitted to extend beyond the platted build line of an interior side or rear lot if not specifically prohibited on the plat.
- B) Unless otherwise provided herein, fence height, for compliance with this Ordinance, shall be measured from the finished grade of the adjoining ground to the top of the fence.
- 1) When used in conjunction with a retaining wall, the fence height shall be a maximum of 4 feet in height, measured from the finished grade on the high side of the wall.
 - 2) When attached to a deck the fence shall be a maximum of 4 ft. in height as measured from the floor of the deck to the top of the fence.
- B) Post height, for compliance with this Ordinance, shall not exceed 8" above the height of the fence pickets.
- D) In cases of interior rear setbacks, fences and walls shall be permitted to be located on the rear property line. In the case of through lots, fences and walls shall not extend beyond the applicable zoning district's setback from the street frontage.
- E) Wood fences shall be constructed with posts, rails, and other structural members located on the "inside" of the fence (finished side facing out). A second fence made of PVC coated chain link is permitted when a split-rail wood fence is already installed, and such second fence is needed to provide extra security due to gaps and/or spacing of the components of the split-rail wood fence. The PVC coated chain link fence shall be installed on the side of the split-rail wood fence facing the subject property and shall be limited in color to black, hunter green and dark brown.
- (Ord. 2414, 09-29-09)
- F) Fences and walls shall not restrict natural surface drainage nor be constructed to divert or channel water flow with increased velocity.
- G) Fences and walls constructed within City owned and/or public utility easements may be removed to allow access for installation or maintenance of utilities and/or drainage. The property owner shall be responsible for the reconstruction and replacement of any fences and/or walls removed.
- H) When the back property line of a residentially zoned lot shares a common boundary with that of another municipality, the least restrictive fence or wall height regulations of the two municipalities shall govern only for that property line which shares the municipal boundary. All other fences on the property within Leawood are limited to that allowed by this Ordinance.
- I) Allowed fencing materials shall be limited to cedar, redwood, CCA treated wood, wrought iron, aluminum designed to have the appearance of wrought iron, chain link, PVC coated chain link or vinyl to have the appearance of wood. Fences located on the property line- in front of the front line of the building as it extends to the side property lines within the RP-A5 zoning district shall be limited to wooden split-rail, wrought iron, or aluminum designed to have the appearance of wrought iron.

16-4-9.4 Height and Location Requirements

The following are the requirements for fence height and location:

TYPE OF FENCE	LOCATION	HEIGHT / LENGTH
<u>Fences/walls within the RP-A5 zoning district</u>	<u>May be located along the property line of the interior front, rear and side yards, and no closer than 2' from a property line adjacent to a public right-of-way; however, clear site triangles shall be maintained on corner lots.</u>	<u>Maximum Height: 6 feet</u>
Fences/walls under 3' in height	May be located anywhere within required setbacks.	Maximum Height: Less than 3 feet. Maximum Length: 24 feet.
Fences/walls 3 feet to 4 feet in height, except retaining walls	<u>With the exception of lots within the RP-A5 zoning district, fences shall not be permitted in front of the building or line of the building as it extends to the side property line, or All fencing, except within the RP-A5 district, shall not extend beyond the build line on the street-side side setback of a corner lot.</u>	Maximum Height: 4 feet.
Fences associated with sport courts	Not permitted in front of the building or line of the building as it extends to the side property line, or beyond the build line on the street-side side setback of a corner lot. The fence must be adjoining the sport court and must be approved as part of the required approval process for sport courts.	Maximum Height: 12 feet.
Fences/walls associated with patios and decks	Within 3 feet of patio or deck.	Maximum Height: 6 feet from grade, or if attached to a deck, a maximum of 4 feet in height as measured from the floor of the deck to the top of the fence.
Fences/walls associated with pools	A fence is required to circumscribe a pool. A fence may be constructed within and along all interior side and rear yards, but <u>with the exception of fences within RP-A5 zoning district</u> , is not permitted in front of the building or	Minimum Height: 4 feet. Maximum Height:

Article 4**Supplemental Provisions**

TYPE OF FENCE	LOCATION	HEIGHT / LENGTH
	line of the building as it extends to the side property line, or beyond the build line on the street-side side setback of a corner lot.	6 feet.
Fences/walls associated with hot tubs	<p>A fence is required to circumscribe a hot tub.</p> <p>A 4-foot fence may be constructed within and along all interior side and rear yards, but is not permitted in front of the building or line of the building as it extends to the side property line, or beyond the building line on the street side setback of a corner lot.</p> <p>A 6-foot fence may be erected within 3 feet of the hot tub, or within 3 feet of a patio or deck supporting the hot tub.</p>	<p>Minimum Height: 4 feet.</p> <p>Maximum Height: 6 feet.</p>
Retaining walls 6 feet in height or less	Are permitted within all required setbacks.	
Retaining walls greater than 6 feet in height	Are permitted within all required setbacks provided that it shall be setback from the property line one foot for each foot, or part thereof, in excess of 6 feet in height. Any exceptions or deviations from this formula shall require site plan approval by the Governing Body after recommendation of the Planning Commission. At least 10 days prior to the Planning Commission consideration of the exception or deviation, all adjacent property owners shall be notified by certified mail of the pending application.	
Electric and barbed wire fences	Are prohibited except on Agricultural zoned properties for the purpose of containing livestock and when specifically authorized as part of an approved development plan.	Maximum Height: 6 feet.
Construction fencing	Is prohibited in all zoning districts as permanent fencing material, although maybe used on a construction site as a temporary measure for safety purposes only.	
Fencing/gates for utility and service facilities	Fencing for utility and service facilities is allowed in all zoning districts, provided that such fencing shall be approved by the Planning Commission and the Governing Body as part of a development plan.	Maximum Height: 6 feet, however, this height limitation may be subject to a deviation granted in the planning process if the utility shows that

TYPE OF FENCE	LOCATION	HEIGHT / LENGTH
		additional height is necessary under governing standards of security fencing for such utility provided, provided further that in no event shall such a fence exceed 8 feet in height.

(Ord. 2004, 07-07-03)
(Ord. 2438, 04-13-10)

ORDINANCE NO. _____

ORDINANCE AMENDING SECTIONS 16-4-9.3 AND 16-4-9.4 OF THE LEAWOOD DEVELOPMENT ORDINANCE [LDO] RESPECTIVELY ENTITLED "GENERAL REQUIREMENTS" AND "HEIGHT AND LOCATION REQUIREMENTS" AND REPEALING EXISTING SECTIONS 16-4-9.3 AND 16-4-9.4 AND OTHER SECTIONS IN CONFLICT HEREWITH.

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

SECTION ONE: Section 16-4-9.3 of the Leawood Development Ordinance is hereby amended to read as follows:

16-4-9.3 General Requirements

- A) Fences and walls (with the exception of retaining walls and lots within the RP-A5 zoning district) 3 feet or greater in height shall not be permitted in front of the building or line of the building as it extends to the side property line, and shall not be permitted beyond the build line of a street-side side yard of a corner lot. Fences shall be permitted to extend beyond the platted build line of an interior side or rear lot if not specifically prohibited on the plat.
- B) Unless otherwise provided herein, fence height, for compliance with this Ordinance, shall be measured from the finished grade of the adjoining ground to the top of the fence.
 - 1) When used in conjunction with a retaining wall, the fence height shall be a maximum of 4 feet in height, measured from the finished grade on the high side of the wall.
 - 2) When attached to a deck the fence shall be a maximum of 4 ft. in height as measured from the floor of the deck to the top of the fence.
- C) Post height, for compliance with this Ordinance, shall not exceed 8" above the height of the fence pickets.
- D) In cases of interior rear setbacks, fences and walls shall be permitted to be located on the rear property line. In the case of through lots, fences and walls shall not extend beyond the applicable zoning district's setback from the street frontage.
- E) Wood fences shall be constructed with posts, rails, and other structural members located on the "inside" of the fence (finished side facing out). A second fence made of PVC coated chain link is permitted when a split-rail wood fence is already installed, and such second fence is needed to provide extra security due to gaps and/or spacing of the components of the split-rail wood fence. The PVC coated chain link fence shall be installed on the side of the split-rail wood fence facing the subject property and shall be limited in color to black, hunter green and dark brown.

(Ord. 2414, 09-29-09)

- F) Fences and walls shall not restrict natural surface drainage nor be constructed to divert or channel water flow with increased velocity.
- G) Fences and walls constructed within City owned and/or public utility easements may be removed to allow access for installation or maintenance of utilities and/or drainage. The property owner shall be responsible for the reconstruction and replacement of any fences and/or walls removed.
- H) When the back property line of a residentially zoned lot shares a common boundary with that of another municipality, the least restrictive fence or wall height regulations of the two municipalities shall govern only for that property line which shares the municipal boundary. All other fences on the property within Leawood are limited to that allowed by this Ordinance.
- I) Allowed fencing materials shall be limited to cedar, redwood, CCA treated wood, wrought iron, aluminum designed to have the appearance of wrought iron, chain link, PVC coated chain link or vinyl to have the appearance of wood. Fences located in front of the front line of the building as it extends to the side property lines within the RP-A5 zoning district shall be limited to wooden split-rail, wrought iron, or aluminum designed to have the appearance of wrought iron.

SECTION TWO: Section 16-4-9.4 of the Leawood Development Ordinance is hereby amended to read as follows:

16-4-9.4 Height and Location Requirements

The following are the requirements for fence height and location:

TYPE OF FENCE	LOCATION	HEIGHT / LENGTH
Fences/walls within the RP-A5 zoning district	May be located along the property line of the interior front, rear and side yards, and no closer than 2' from a property line adjacent to a public right-of-way; however, clear site triangles shall be maintained on corner lots.	Maximum Height: 6 feet
Fences/walls under 3' in height	May be located anywhere within required setbacks.	Maximum Height: Less than 3 feet. Maximum Length: 24 feet.
Fences/walls	With the exception of lots within the RP-A5 zoning district, fences shall not be permitted in front of the building or line of the building as it extends to the side property line. All fencing,	Maximum Height: 4 feet.

TYPE OF FENCE	LOCATION	HEIGHT / LENGTH
3 feet to 4 feet in height, except retaining walls	except within the RP-A5 district, shall not extend beyond the build line on the street-side side setback of a corner lot.	
Fences associated with sport courts	<p>Not permitted in front of the building or line of the building as it extends to the side property line, or beyond the build line on the street-side side setback of a corner lot.</p> <p>The fence must be adjoining the sport court and must be approved as part of the required approval process for sport courts.</p>	Maximum Height: 12 feet.
Fences/walls associated with patios and decks	Within 3 feet of patio or deck.	Maximum Height: 6 feet from grade, or if attached to a deck, a maximum of 4 feet in height as measured from the floor of the deck to the top of the fence.
Fences/walls associated with pools	<p>A fence is required to circumscribe a pool.</p> <p>A fence may be constructed within and along all interior side and rear yards, but with the exception of fences within RP-A5 zoning district, is not permitted in front of the building or line of the building as it extends to the side property line, or beyond the build line on the street-side side setback of a corner lot.</p>	<p>Minimum Height: 4 feet.</p> <p>Maximum Height: 6 feet.</p>
Fences/walls associated with hot tubs	<p>A fence is required to circumscribe a hot tub.</p> <p>A 4-foot fence may be constructed within and along all interior side and rear yards, but is not permitted in front of the building or line of the building as it extends to the side property line, or beyond the building line on the street side setback of a corner lot.</p> <p>A 6-foot fence may be erected within 3 feet of the hot tub, or within 3 feet of a patio or deck supporting the hot tub.</p>	<p>Minimum Height: 4 feet.</p> <p>Maximum Height: 6 feet.</p>
Retaining walls 6 feet in height or less	Are permitted within all required setbacks.	

TYPE OF FENCE	LOCATION	HEIGHT / LENGTH
Retaining walls greater than 6 feet in height	Are permitted within all required setbacks provided that it shall be setback from the property line one foot for each foot, or part thereof, in excess of 6 feet in height. Any exceptions or deviations from this formula shall require site plan approval by the Governing Body after recommendation of the Planning Commission. At least 10 days prior to the Planning Commission consideration of the exception or deviation, all adjacent property owners shall be notified by certified mail of the pending application.	
Electric and barbed wire fences	Are prohibited except on Agricultural zoned properties for the purpose of containing livestock and when specifically authorized as part of an approved development plan.	Maximum Height: 6 feet.
Construction fencing	Is prohibited in all zoning districts as permanent fencing material, although maybe used on a construction site as a temporary measure for safety purposes only.	
Fencing/gates for utility and service facilities	Fencing for utility and service facilities is allowed in all zoning districts, provided that such fencing shall be approved by the Planning Commission and the Governing Body as part of a development plan.	Maximum Height: 6 feet, however, this height limitation may be subject to a deviation granted in the planning process if the utility shows that additional height is necessary under governing standards of security fencing for such utility provided, provided further that in no event shall such a fence exceed 8 feet in height.

(Ord. 2004, 07-07-03)
(Ord. 2438, 04-13-10)

SECTION THREE: This ordinance shall be construed as follows:

A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

B. Savings Clause. The repeal of Ordinance sections, as provided herein below shall not affect any rights acquired, fees, fines, penalties, forfeitures or liabilities incurred there under, or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fees, fines, penalties, forfeitures, liabilities and actions therefore.

C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Code or other Ordinances.

SECTION FOUR: That existing LDO Sections 16-4-9.3 and 16-4-9.4 and other provisions in conflict herewith are hereby repealed.

SECTION FIVE: This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 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
August 27, 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, Stevens, Peterson. Absent: Elkins

APPROVAL OF THE AGENDA

Chairman Coleman: Chair will entertain a motion to approve the agenda.

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

APPROVAL OF MINUTES: Approval of the minutes from the July 23, 2019 Planning Commission meeting.

Chairman Coleman: Are there any additions or comments?

Chairman Elkins joined the meeting

Chairman Elkins: My apologies for being late. Are there any revisions or amendments to the minutes?

A motion to approve the minutes from the July 23, 2019 Planning Commission meeting was made by Coleman; seconded by Hoyt. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

CONSENT AGENDA:

CASE 75-19 – STONE LEDGE LOTS 1-3 REPLAT – Request for approval of a Revised Final Plat, located north of 154th Street and east of Nall Avenue.

CASE 84-19 – HALLBROOK EAST VILLAGE – FENCES AND WALLS – Request for approval of a Revised Final Plan, located south of 112th Terrace and west of State Line Road.

Chairman Elkins: Thank you. Are there questions?

Comm. Belzer: Is any part of the sidewalks that will connect the two buildings covered? Will children be back and forth between the two buildings?

Mr. Schroeder: They are not completely covered. There is a porch with an overhang at the northwest corner of this new proposed building for the first few feet, but the entire sidewalk between the two will not be covered.

Comm. Belzer: Will children walk between the buildings?

Mr. Schroeder: Yes, to the playground area from this building.

Chairman Elkins: Other questions? Thank you. That takes us to discussion. Any comments? Is there a motion?

A motion to recommend approval of CASE 86-19 – PARKWAY PLAZA – KIDDI KOLLEGE OFFICE/DAYCARE ADDITION – Request for approval of a Final Plan, located south of 134th Street and east of Briar Street – with 29 Staff Stipulations – was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurran, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Commissioner Hunter rejoined the 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**

Chairman Elkins: Before I ask for staff's presentation, I'd like to be optimistic and think we can get through these in six minutes, but just in case, I will entertain a motion to extend the meeting.

A motion to extend the meeting by 30 minutes was made by Coleman; seconded by Peterson. Motion carried with a unanimous vote of 8-0. For: McGurran, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Staff Presentation:

Assistant Director Mark Klein made the following presentation:

Mr. Klein: This is 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). This takes care of two issues

that the planning department has been running into on fences. Sometimes, we get platted building lines on plats. Typically, when a subdivision comes in, they'll plat the front build line from the public right-of-way, but they generally won't plat the side or rear build line. There are some that have done that in the past. Usually, it's older subdivisions. We'll get fence permits that come in, and we haven't really allowed those fences to go beyond the platted build line because there was nothing in the LDO that expressly allowed us to do that. For interior lot lines (not adjacent to the public right-of-way or street) for the side and rear, it would allow for those fences to go over to the side and rear property lines like they typically are allowed in every other subdivision where they don't actually show side and rear on the plat unless it specifically states there is a reason why it shouldn't. There could be reasons, such as a landscape easement and they don't want the fence to go on the other side of it. This would solve a lot of issues because sometimes, we have a 30' rear yard build line and we're telling them they have to have the fence 30 feet away from the rear build line, which really doesn't make a lot of sense oftentimes.

The second issue this addresses is within the RP-A zoning district, which include lots as a minimum of 5 acres, we've had a lot of applications go through the Board of Zoning Appeals for fencing within the front yard. You probably notice a number on Mission Road that have a gate at their front yard with fences going around. The Board of Zoning Appeals will typically approve these. Per Planning, if we have a number of applications going to the Board of Zoning Appeals that are getting approved, we consider changing the ordinance as opposed to continuing to require an application to the Board of Zoning Appeals. This would allow those fences to extend within the front line of the building. Currently, the only fence allowed in the front of the building has to be shorter than 3 feet in height and no more than 24 feet in length. This would allow for just RP-A5 to have fences in the front. It would require them to be 2 feet away from the front build line. The reason for that is if they have a dog or something like that so it can't bite through the fence or other safety reasons. It also limits the fencing that is allowed on that front build line to either split rail, wrought iron, or aluminum that looks like wrought iron. Staff is recommending approval, and I'd be happy to answer any questions.

Chairman Elkins: Questions for Mr. Klein? Seeing none, 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 Hoyt; seconded by McGurren. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Chairman Elkins: Any comments on the proposed amendment? If not, is there a motion?

A motion to recommend approval of 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) – was made by Belzer; seconded by Stevens. Motion

carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

CASE 82-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-1.3, PERMITTED ACCESSORY USES, BUILDINGS AND STRUCTURES – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to solar collectors within non-residential districts. PUBLIC HEARING

Staff Presentation:

Assistant Director Mark Klein made the following presentation:

Mr. Klein: This is Case 82-19 – Leawood Development Ordinance Amendment to Section 16-4-1.3, Permitted Accessory Uses, Buildings and Structure. This is related to solar panels. Currently, there is only one section in the LDO that speaks to solar panels. It is located in the Residential section of the ordinance under Accessory Uses. It basically requires any exposed metal within the solar panel to be earth tone or black, and everything else needs to be concealed so that only the solar panels are visible. This is before you because we have a lot of commercial buildings with flat roofs, and they would like to add solar panels. They are behind parapets, so they are not visible. Rather than having them require the metal to be earth tone and black, this amendment adds solar panels to the Commercial portion, allowing them to not have to conceal it as long as it is completely screened by the parapet. Then we still have the same solar ordinance that would be part of the Residential section that would stay the same. This would only affect the Commercial section. Staff is recommending approval of this application, and I'd be happy to answer any questions.

Chairman Elkins: Thank you. Questions?

Comm. Peterson: I had the pleasure about a year ago when our HOA received a request from a resident to put in solar panels. We had no clue where to find this. I fortunately contacted the city, and I was very surprised to find out about the requirements of color. This makes a lot of sense. I actually appreciate you doing this.

Chairman Elkins: Thank you. Other comments? 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 Peterson; seconded by Hoyt. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Chairman Elkins: That takes us to discussion and a motion.

A motion to recommend approval of CASE 82-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-1.3, PERMITTED

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: September 16, 2019

Date of Memo: August 28, 2019

Re: The Planning Commission recommends approval unanimously (8-0) Case 82-19, Leawood Development Ordinance Amendment to Section 16-4-1.3 Permitted Accessory Uses, Buildings and Structures.

This amendment addresses the requirements for solar collectors located in Office, Commercial, Industrial and Special Development Districts (Leawood Development Ordinance Section 16-4-1.3 (D)).

Currently, Section 16-4-1.3 (B) allows solar collectors to be located in Single Family Residential Districts (RP-A5, R-1, and RP-1), but requires that the exposed metal on the collectors be finished with warm earth tones or black in color, and that all additional components be concealed. The accessory structures allowed within the RP-A5, R-1, and RP-1 zoning districts are also allowed within commercial districts. As such the criteria for solar panels are also applied to commercial districts as well. This amendment proposes to list solar collectors separately within commercial districts, but allow solar collectors to not have to meet the restrictions on color and finish if located on a flat roof that is fully screened. However, if the solar collectors are not located on a flat roof and completely screened the limitations on color and finish will still be required.

CHANGES MADE BY PLANNING COMMISSION:

- None

16-4-1.3 Permitted Accessory Uses, Buildings and Structures

The following accessory uses, buildings, and structures shall be permitted in the following districts:

A) Agricultural Districts

- 1) Any structure used in conjunction with a permitted use;
- 2) Any accessory use allowed in "R" districts may be used in conjunction with a single family home;
- 3) Signs permitted in 16-4-6 of this Ordinance;
- 4) Windmills and wind-driven power generators are permitted provided that any such structure otherwise complies with this Ordinance and other applicable law.
- 5) Living quarters for farm attendants may be located in an accessory building in the Agricultural (AG) District provided the building code is met.
- 6) Recycling bins located at a school, church or other public facility may be approved as an authorized accessory use subject to required administrative approval by the Director of Community Development for location and screening design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance, the following conditions shall be considered minimum requirements to be met:
 - a. Recycling bins shall be placed on hard surfaces only.
 - b. No recycling bin shall be permitted to exceed 8 cu.yds.
 - c. Recycling bins shall only be allowed to be located in the side or rear yard and shall not be located closer than 25 feet from any property line. To the extent possible, recycling bins shall be located adjacent to existing service or trash areas on the property. All recycling bins shall be located outside of vehicular and pedestrian traffic areas.
 - d. Recycling bins shall only be required to be screened in the two following instances:
 - i. If the recycling bin is visible within 200 feet of property that is zoned, used, or master planned for residential use, then the recycling bin must be screened from view from said residential property.
 - ii. If the recycling bin is located within 100 feet of any property line, then the recycling bin must be screened on the side adjacent to said property line.
 - e. Such screening shall consist of either evergreen landscaping or masonry enclosure constructed of materials matching adjacent buildings. Should evergreen landscaping be used, then at the time of planting, the plantings shall provide screening to at least 80 percent of the area required to be screened, and within 2 years shall provide screening to the entire area required to be screened. Evergreen landscaping screening may be installed anywhere between the recycling bin location and the adjacent property line; provided, that such evergreen landscaping shall sufficiently screen the recycling bin from view pursuant to Subsection 6(c) above.

- f. Recycling bins shall only be permitted to be moved or emptied between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. No recycling bins may be moved or emptied on Sunday.
- g. All recycling bins shall be maintained such that the contents are completely contained within the bin. Overflow or stacking of items around the bins is prohibited.
- h. The Board of Zoning Appeals shall have the power to grant exceptions to the location or screening requirements for recycling bins. Such exceptions may be granted by the Board if it concludes that the granting of the exception outweighs any adverse impact the presence of the recycling bin may have by considering the following factors:
 - i. The effect on surrounding property;
 - ii. The location of the recycling bin on the property; and
 - iii. Proximity to residential property;

In no case shall the Board allow a recycling bin to not be screened from property that is zoned, used, or master planned for residential use.

- 7) Portable or Permanently Installed Power Generators for residential use shall be permitted provided the following conditions are met:
 - a. Portable and permanently installed generators shall both be permitted to be used only for emergency use during periods of power outages. Provided, that a portable generator shall be removed from the exterior of the residential dwelling within 48 hours of power being restored following the power outage or emergency for which it was being used. Provided further, permanently installed generators shall be permitted to be turned on for testing and maintenance once a week for a maximum of a 20 minute period between the hours of 10:00 a.m. to 9:00 p.m., not including Sundays.
 - b. Only one generator, either portable or permanently installed, per residential lot shall be permitted. However, should a permanently installed generator be in disrepair during a power outage or other emergency, a portable generator shall be permitted to be used, provided that such portable generator must comply with all requirements for portable generators set forth in this section of this ordinance.
 - c. Permanently installed generators shall be either natural gas or propane powered. Portable generators may also be powered with gasoline.
 - d. Permanently installed generators for residential dwellings shall be permitted only within the rear yard; provided, that permanently installed generators shall be confined to being located in the yard space contained within the back outside corners of the residence and the rear yard setback. All generators shall be situated no more than 5 ft. away from the primary residential structure, unless provided otherwise in the generator manufacturer's specifications. No permanently installed generator shall be permitted to be situated within any setback.
 - e. All permanently installed generators shall be screened. Such screening shall be installed within 3 ft. to 5 ft. of the generator, unless provided otherwise in the

generator manufacturer's specifications. Permitted screening materials shall include a fence or wall as outlined in Subsection (f) below or evergreen plantings that will substantially shield the generator from the view of neighboring properties.

- f. Any fence or wall used for screening the permanently installed generator shall be a maximum of 4 ft. in height and meet all the requirements of Section 16-4-9 of this Ordinance. Further, any wall used for screening the permanently installed generator shall be constructed of a material compatible with the materials comprising the primary residential structure on the lot on which the generator is situated.
- g. The noise from any generator shall be a maximum of 60 db as measured at the property line. If it is determined that the noise from a permanently installed generator is greater than 60 db at the property line, then noise mitigation shall be required in the form of an approved screening plan. This shall be verified at the time of final inspection of such permanently installed generator.
- h. Permanently installed generators for residential dwellings larger than 22 KW or 48 cu.ft. shall be required to be reviewed as part of a final landscape plan relating to location, screening and design subject to approval by the Governing Body and recommendation of the Planning Commission pursuant to Section 16-5-2.1(B) of this Ordinance. Permanently installed generators for residential dwellings equal to or smaller 22 KW or 48 cu. ft. shall be required to be reviewed as part of a final landscape plan relating to location, screening and design subject to the approval of the Director of Community Development.
- i. The following must be required with the submission of an application for a permanently installed generator in a residential district:
 - i. A site plan drawn to scale showing the location of the generator on the property and the screening material to be used to screen the generator. Unit placement must meet setback requirements and not be placed in front of the building line.
 - ii. The size of gas line used to provide gas to the generator must be shown.
 - iii. The location of the transfer switch for the generator must be shown.

B) Single Family Residential Districts (RP-A5, R-1, & RP-1)

- 1) Solar collectors provided that all components servicing the collector panel are concealed and all exposed metal shall be finished with warm earth tones or black, in color;
- 2) Satellite receiving dish antennae of one meter or less; such antennae in excess of one meter are not allowed except as may be required by law;
- 3) Readily moveable sports, recreation or outdoor cooking equipment;
- 4) Outdoor kitchenettes and detached fireplaces. Masonry structures, which are limited to permanent cooking facilities, fireplaces, and incidental storage related to the specific use, i.e. cooking utensils, firewood, etc. may be approved as an authorized accessory use

subject to required administrative approval by the Director of Planning for the location and design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance the following conditions shall be considered minimum requirements to be met:

- a. The structure shall be complimentary in design to the primary structure.
 - b. A landscape plan shall be submitted at the time of application indicating plant material, size, location and spacing proposed.
 - c. In the case of a chimney, a chimney cap shall be required.
- 5) In ground swimming pools. Mechanical filtering and heating equipment associated with swimming pools shall:
- a. Be limited to the side or rear yard.
 - b. Be setback a minimum of 10 ft. from all property lines.
 - c. Be screened from the public right-of-way and adjacent properties. The screening shall comply with the following requirements.
 - 1) Installed within 5 ft. of the equipment, unless provided otherwise in the manufacturer's specifications.
 - 2) Permitted screening materials shall include a fence or wall as outlined in Subsection (3) below, or evergreen plantings that will screen the equipment at the time of planting. Such landscaping shall be a minimum of 6 in. taller than the equipment that it is to screen.
 - 3) Any fence or wall used for screening shall be a maximum of 6 ft. in height and shall meet all the requirements of Section 16-4-9 of this ordinance. Further, any wall used for screening the equipment shall be constructed of a material compatible with the materials comprising the primary residential structure on the lot on which the pool and associated equipment is located.
 - d. Not emit noise greater than 60 db as measured at any point along the property line. Compliance with this provision will be determined at the time of final inspection.
- 6) Sports courts/Tennis courts. Paved areas and other surfaces designed for sports or similar recreational uses (hereinafter referred to as "courts"), may be approved as an authorized accessory use subject to required administrative approval by the Director of Planning for the location and design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance the following conditions shall be considered minimum requirements to be met.
- a. Courts must be accessory to the principal use it is intended to serve. Courts on separate lots will not be considered as standalone structures.
 - b. Plans shall be submitted for approval and shall be based upon compliance with the following standards: 1) The need for screening to protect the privacy of adjoining properties, including noise and lighting, if proposed, and 2) appropriate management

of surface water runoff. These standards are to be considered minimums and other factors may be considerations for approval by the Director of Planning.

- c. Courts shall not be constructed within a required front yard and shall be located a minimum of 10 feet from any rear or side lot line. Screen plantings of a height necessary to muffle noise and block lights may be required as a condition to the special use approval.
 - d. Fences for courts may be up to 12 feet in height and shall be of a green or black PVC coated chain link fabric. Said fences shall be located a minimum of 10 feet from any rear or interior side lot line.
 - e. Courts shall be designed so that the surface water will be carried to the street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownership's, easements must be obtained. A statement along with a detailed drawing from a professional engineer, P.E., shall be submitted showing and stating that these drainage requirements have been or will be met.
 - f. All court lighting shall be subject to approval either in conjunction with the application for a sport court or separately as an addition at a later date. Existing courts requesting lighting shall be authorized only by issuance of a special use permit. A lighting plan shall be submitted which indicates the lumens (footcandles) at the property line and distance to the nearest structures. Footcandles shall not exceed 0.5 footcandle measured anywhere along the adjacent property lines. Illumination levels shall be measured with a photoelectric photometer having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination. A lighted court may be required to have additional screening in order to mitigate the affect of lighting on any adjoining properties. Cutoffs shall be provided to eliminate the view of the light source from adjoining properties.
 - g. No court lighting shall be permitted between the hours of 10:00 p.m. and 7:00 a.m.
 - h. A landscape plan shall be submitted at the time of application indicating plant material, size, location and spacing proposed.
 - i. All courts shall require a building permit prior to grading and/or installation.
- 7) Home Occupations; (See 16-4-10 of this Ordinance);
 - 8) Fences, walls and retaining walls (Sealed engineering plans shall be submitted and approved prior to construction of any wall or retaining wall 4 feet in height or higher);
 - 9) Garage sales limited to 2 sales per year (4 days per sale), provided, however, in no event shall items sold include items that have been transferred to the site specifically for purposes of the sale, other than for purposes of a bona fide neighborhood garage sale;
 - 10) Children's play equipment including swing sets, jungle gyms, sandboxes, playhouses, tree houses and other related equipment, provided playhouses do not exceed 64 square feet in gross floor area, with a maximum door width of 24" and 15 feet in total height

measured from the ground to the highest point. Only one playhouse is allowed per residence;

- 11) Dog houses, dog runs, and dog kennels, provided they do not exceed a 64 square foot area and a 6' height, limited to the rear yard and adjacent to the existing structure;
- 12) Flag poles;
- 13) Attached wood decks;
- 14) At grade patio constructed of concrete stone, brick, and/or pavers but not including asphalt;
- 15) Bath house, pool house, and cabana only in conjunction with swimming pools;
- 16) Firewood stacked for home use;
- 17) Garden structures consisting of parallel colonnades supporting an open roof or girders and cross rafters, commonly known as pergolas, arbors and trellises, and garden statuary;
- 18) Gazebos that are open on all sides with a pitched roof design, having a maximum area of 64 square feet and designed for recreational use only and not for habitation. The roof and the materials of construction shall match with the primary building;
- 19) Storage or parking of recreational vehicles and equipment as otherwise allowed in this Ordinance;
- 20) Horse pasturing shall be permitted as an accessory use in Planned Rural Residential District (RP-A5) on a minimum lot area of 3 acres;
- 21) Hobby or craft activities operated by the occupant only provided that articles produced or constructed are not sold on the premises;
- 22) Signs permitted in 16-4-6 of this Ordinance;
- 23) Mother's day out programs and preschools shall be permitted accessory uses in church, religious, educational, and community buildings;
- 24) Estate sales. Estate sales shall be permitted provided the following conditions have been met:
 - a. Residents within 200 feet have been notified by regular mail postmarked not less than 10 days prior to the date of the sale.
 - b. Means of parking and traffic control have been established and coordinated with the police and public works departments.
 - c. Signage shall be limited to that permitted by this Ordinance.
 - d. Tents or other accessory structures; food vendors; and/or any other such atypical residential uses shall require Temporary Use Permits as provided in 16-4-4 dealing with temporary short term uses.
 - e. Sales limited to 1 per calendar year per location, operated for not more than 4 consecutive days during daylight hours.

- f. Permit required.
- 25) Architecturally attached structures shall be allowed only when the accessory structure is connected to the primary structure with a minimum 10' wide structure, such as a breezeway, pergola, or other usable shade type structures constructed of similar materials to which it will be attached. The accessory structure and the primary structure shall not be more than 15' apart, measured from the exterior wall of the accessory structure to the exterior wall of the primary structure. Not to be included as an allowable connection is a fence, deck, awning or other types of non-compatible or non-shade type structures.
- 25a) Sunrooms attached to the primary residential structure are permitted; provided, that the roof portion of the sunroom shall be comprised of no more than 400 sq.ft. of glass. All glass used to comprise the sunroom shall be a non-glare and non-mirrored variety. All sunrooms shall also meet all requirements contained in Section 16-4-1.2(C) of this Ordinance. A sunroom is defined as a room or an enclosed porch with both glass walls and roof.
- 26) Docks and any ancillary accessory structures. Docks and ancillary accessory structures to the docks are approved as an authorized accessory use subject to approval by the Governing Body and recommendation of the Planning Commission pursuant to Section 16-5-2.1(B) of this Ordinance of a final plan relating to location and design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance, the following conditions shall be considered minimum requirements to be met.
- a. Only one dock and one ancillary accessory structure to the dock shall be allowed on any lot or tract of land.
 - b. The dock and any ancillary accessory structure to the dock must be accessory to the principal residence it is intended to serve. Docks and any ancillary accessory structures to any docks on separate lots will not be considered as standalone structures.
 - c. The lot or tract of land where the dock and any ancillary accessory structure to the dock is to be located shall be at least 3 acres in size.
 - d. The dock and any ancillary accessory structure to the dock shall maintain a distance of 250 feet between the subject structure(s) and any public right of way and shall maintain side and rear yard setbacks as provided in this Ordinance for the zoning district in which the dock is to be located.
 - e. Any ancillary accessory structure to the dock shall not exceed 300 square feet in gross floor area, shall not exceed one floor level and shall not exceed 15 feet in total height measured from the ground to the highest point.
 - f. The dock and any ancillary accessory structure to the dock shall be complimentary in design to the primary structure located on the lot or tract of land which they are to be placed.
- 27) Portable storage containers for temporary on-site storage shall be permitted provided the following conditions have been met:

- a. The container must be placed on the drive or personal parking area and does not obstruct any city right of way or interfere with any vehicular or pedestrian circulation.
 - b. Portable storage containers shall never be utilized as permanent accessory structures in any residential district.
 - c. The container(s) shall be no larger than eight (8) feet in width, sixteen (16) feet in length and eight (8) feet in height. No single dimension can be exceeded.
 - d. No portable storage container shall remain at any residential site for more than thirty (30) days.
 - e. Permit required.
- 28) Recycling bins located at a school, church or other public facility are permitted; provided, any recycling bin shall be subject to required administrative approval by the Director of Community Development for location and screening design. In addition, all requirements listed in Section 16-4-1.3(A)(6) of this Ordinance shall be met.
- 29) Hot tubs are permitted provided that no hot tub shall be located within 10 feet of any property line. In addition, no hot tub shall be permitted to be located anywhere in the front yard. Fencing for hot tubs as provided in Section 16-4-9 of this Ordinance shall be installed and maintained.
- 30) Portable or Permanently Installed Emergency Use Power generators; provided, such generators shall meet all requirements contained in Section 16-4-1.3(A)(7) above.
- 31) Rain barrels shall be permitted within the RP-A5, R-1, RP-1 and RP-2 districts only, provided that the following criteria are satisfied:
- a. The rain barrel shall be located in the side yard or rear yard.
 - b. The rain barrel shall be no greater than 70 gallons, or greater than 5 ft. in height above grade.
 - c. The rain barrel shall not be elevated more than 6 in. above adjacent grade and shall be placed on a level, hard surface of not to include wood or gravel.
 - d. The rain barrel shall be fed by a downspout and be located within 6 in. of the house.
 - e. The rain barrel shall be restrained in such a way to prevent tipping.
 - f. A lid shall be fitted to the top of the rain barrel.
 - g. The rain barrel shall be permanently fitted or constructed with an insect guard, which effectively prevents entry by mosquitoes or other insects.
 - h. The rain barrel is decorative in its design and of a neutral color not to include black, or white.
- 32) A container no larger than 6 cubic feet in size, holding books to be shared by members of the community with a total height not exceeding 6 feet from the grounding shall be permitted in residential areas only, provided that the following criteria is satisfied;
- (a) The container is located entirely on private property;

- (b) That no more than one container shall be allowed per residential lot;
- (c) The container shall be installed in a neat and orderly fashion and shall be maintained in such a fashion so as to preserve its structural integrity and safety of the public;
- (d) The container shall not be allowed to fall into disrepair;
- (e) No associated chairs, tables or other furniture may be within 10 feet of the container; and
- (f) The materials used to make the container must be similar to the material commonly used in the neighborhood.

(Ord. 2884, 5-7-18)

- C) Planned Cluster Detached Residential District (RP-2), Planned Cluster Attached Residential District (RP-3) and Planned Apartment Residential (RP-4) Districts. In addition to the accessory uses permitted in Section 16-4-1.3(B) above, the following are accessory uses for the RP-2, RP-3 and RP-4 Districts, provided that such uses are set forth in the approved development plan:
- 1) Parking areas;
 - 2) Signs permitted in 16-4-6 of this Ordinance;
 - 3) Tenant used recreation facilities including minor buildings;
 - 4) Trash collection centers;
 - 5) Portable or Permanently Installed Emergency Use Power Generators; provided, such generators shall meet all requirements contained in Section 16-4-1.3(A)(6) above;
 - 6) Vending machines located inside tenant buildings.
 - 7) Sunrooms; provided, that any sunroom shall meet all the requirements contained in Section 16-4-1.2(C) and Section 16-4-1.3(B)(25a) of this Ordinance.
 - 8) Recycling bins located at a school, church or other public facility; provided, any recycling bins shall be subject to required administrative approval by the Director of Community Development for location and screening design. In addition, all requirements listed in Section 16-4-1.3(A)(6) of this Ordinance shall be met.
- D) Office, Commercial, Industrial and Special Development Districts. The following are additional accessory uses for office, commercial, industrial and special development districts, provided that any exterior modifications due to such uses are set forth in the approved development plan:
- 1) Off street parking lots as approved in the final development plan;
 - 2) Signs permitted in 16-4-6 of this Ordinance;
 - 3) Food service and vending machines located inside of a building;
 - 4) Private garage for motor vehicles;
 - 5) Low level exterior lighting;
 - 6) Flagpoles;

- 7) Health club for employees or tenants when located inside of the primary building;
- 8) Day care center for employees or tenants when located inside of the primary building;
- 9) Restaurants, cafeterias, drug stores, gift shops and newsstands when located inside of the building;
- 10) Fencing;
- 11) Pharmaceutical sales, medicines, etc. when incidental to the practice of medicine in a medical office;
- 12) Eyeglass sales when incidental to the practice of optometry;
- 13) Satellite receiving dish antennae may be placed on the roof of a building provided that the antennae shall only be located on a flat roof and shall be screened from view. The screen shall be architecturally compatible with the structure as to shape, size, material color and bulk.
- 14) Recycling bins located at a school, church or other public facility; provided, any recycling bin shall be subject to required administrative approval by the Director of Community Development for location and screening design. In addition, all requirements listed in Section 16-4-1.3(A)(6) of this Ordinance shall be met.
- 15) Recycling Bins may be approved as an authorized accessory use subject to required administrative approval by the Director of Community Development for noise, location and screening design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance, the following conditions shall be considered minimum requirements to be met.
 - a. Each development shall be limited to one recycle bin that is for community use and accessible to the public.
 - b. Recycle bins shall be placed on hard surfaces only, either concrete or asphalt.
 - c. Recycling Bins shall be no larger than 30 cu.yds.
 - d. Recycling bins shall not be permitted within front or street-side side yards, shall not be located closer than 40 feet from any exterior property line, and shall not be closer than 200 feet to property that is zoned, used, or master-planned for residential uses.
 - e. Recycling bins shall be located adjacent to existing service or trash areas on the property.
 - f. All recycling bins shall be located so as to not impede the regular flow of vehicular or pedestrian traffic.
 - g. Recycling bins shall be screened on a minimum of three sides. If the recycling bin is located within 100 feet of any property line, then the recycling bin must be screened on the side adjacent to said property line.
 - h. Recycling bins may be screened by existing structures, evergreen landscaping or a masonry enclosure constructed of materials matching adjacent buildings. Evergreen screening may be installed anywhere between the recycling bin location and the

adjacent property line; provided that such evergreen landscaping shall sufficiently screen the recycling bin from view.

- i. Recycling bins shall only be permitted to be moved or emptied between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. No recycling bins shall be moved or emptied on Sunday.
 - j. All recycling bins shall be maintained such that the contents are completely contained within the bin. Overflow or stacking of items around the bin is prohibited.
 - k. Noise associated with any recycling bin shall comply with Section 16-2-9.1(A) of this ordinance.
- 16) Portable or Permanently Installed Emergency Use Power Generators are permitted, provided, that permanently installed generators shall be required to be reviewed as part of a final site plan subject to approval by the Governing Body and recommendation of the Planning Commission pursuant to Section 16-5-2.1(B) of this Ordinance.
- 17) Solar collectors provided that all components servicing the collector panel are concealed, and all exposed metal shall be finished with warm earth tones or black, in color; solar panels located on flat roofs fully screened by the building parapet shall not be limited in color or finish.

(Ord. 2422, 11-24-2009)
(Ord. 2331, 07-21-2008)
(Ord. 2349, 10-06-2008)
(Ord. 2502, 07/18/2013)
(Ord. 2583, 11/13/2012)
(Ord. 2814, 11/29/2016)
(Ord. 2868, 11-28-2017)

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 16-4-1.3 OF THE LEAWOOD DEVELOPMENT ORDINANCE [LDO] ENTITLED "PERMITTED ACCESSORY USES, BUILDINGS AND STRUCTURES" AND REPEALING EXISTING SECTION 16-4-1.3 AND OTHER SECTIONS IN CONFLICT HEREWITH.

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

SECTION ONE: Section 16-4-1.3 of the Leawood Development Ordinance is hereby amended to read as follows:

16-4-1.3 Permitted Accessory Uses, Buildings and Structures

The following accessory uses, buildings, and structures shall be permitted in the following districts:

- A) **Agricultural Districts**
 - 1) Any structure used in conjunction with a permitted use;
 - 2) Any accessory use allowed in "R" districts may be used in conjunction with a single family home;
 - 3) Signs permitted in 16-4-6 of this Ordinance;
 - 4) Windmills and wind-driven power generators are permitted provided that any such structure otherwise complies with this Ordinance and other applicable law.
 - 5) Living quarters for farm attendants may be located in an accessory building in the Agricultural (AG) District provided the building code is met.
 - 6) Recycling bins located at a school, church or other public facility may be approved as an authorized accessory use subject to required administrative approval by the Director of Community Development for location and screening design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance, the following conditions shall be considered minimum requirements to be met:
 - a. Recycling bins shall be placed on hard surfaces only.
 - b. No recycling bin shall be permitted to exceed 8 cu.yds.
 - c. Recycling bins shall only be allowed to be located in the side or rear yard and shall not be located closer than 25 feet from any property line. To the extent possible, recycling bins shall be located adjacent to existing service or trash areas on the property. All recycling bins shall be located outside of vehicular and pedestrian traffic areas.
 - d. Recycling bins shall only be required to be screened in the two following instances:
 - i. If the recycling bin is visible within 200 feet of property that is zoned, used, or master planned for residential use, then the recycling bin must be screened from view from said residential property.

- ii. If the recycling bin is located within 100 feet of any property line, then the recycling bin must be screened on the side adjacent to said property line.
- e. Such screening shall consist of either evergreen landscaping or masonry enclosure constructed of materials matching adjacent buildings. Should evergreen landscaping be used, then at the time of planting, the plantings shall provide screening to at least 80 percent of the area required to be screened, and within 2 years shall provide screening to the entire area required to be screened. Evergreen landscaping screening may be installed anywhere between the recycling bin location and the adjacent property line; provided, that such evergreen landscaping shall sufficiently screen the recycling bin from view pursuant to Subsection 6(c) above.
- f. Recycling bins shall only be permitted to be moved or emptied between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. No recycling bins may be moved or emptied on Sunday.
- g. All recycling bins shall be maintained such that the contents are completely contained within the bin. Overflow or stacking of items around the bins is prohibited.
- h. The Board of Zoning Appeals shall have the power to grant exceptions to the location or screening requirements for recycling bins. Such exceptions may be granted by the Board if it concludes that the granting of the exception outweighs any adverse impact the presence of the recycling bin may have by considering the following factors:
 - i. The effect on surrounding property;
 - ii. The location of the recycling bin on the property; and
 - iii. Proximity to residential property;

In no case shall the Board allow a recycling bin to not be screened from property that is zoned, used, or master planned for residential use.

7) Portable or Permanently Installed Power Generators for residential use shall be permitted provided the following conditions are met:

- a. Portable and permanently installed generators shall both be permitted to be used only for emergency use during periods of power outages. Provided, that a portable generator shall be removed from the exterior of the residential dwelling within 48 hours of power being restored following the power outage or emergency for which it was being used. Provided further, permanently installed generators shall be permitted to be turned on for testing and maintenance once a week for a maximum of a 20 minute period between the hours of 10:00 a.m. to 9:00 p.m., not including Sundays.
- b. Only one generator, either portable or permanently installed, per residential lot shall be permitted. However, should a permanently installed generator be in disrepair during a power outage or other emergency, a portable generator shall be permitted to be used, provided that such portable generator must comply with all requirements for portable generators set forth in this section of this ordinance.

- c. Permanently installed generators shall be either natural gas or propane powered. Portable generators may also be powered with gasoline.
- d. Permanently installed generators for residential dwellings shall be permitted only within the rear yard; provided, that permanently installed generators shall be confined to being located in the yard space contained within the back outside corners of the residence and the rear yard setback. All generators shall be situated no more than 5 ft. away from the primary residential structure, unless provided otherwise in the generator manufacturer's specifications. No permanently installed generator shall be permitted to be situated within any setback.
- e. All permanently installed generators shall be screened. Such screening shall be installed within 3 ft. to 5 ft. of the generator, unless provided otherwise in the generator manufacturer's specifications. Permitted screening materials shall include a fence or wall as outlined in Subsection (f) below or evergreen plantings that will substantially shield the generator from the view of neighboring properties.
- f. Any fence or wall used for screening the permanently installed generator shall be a maximum of 4 ft. in height and meet all the requirements of Section 16-4-9 of this Ordinance. Further, any wall used for screening the permanently installed generator shall be constructed of a material compatible with the materials comprising the primary residential structure on the lot on which the generator is situated.
- g. The noise from any generator shall be a maximum of 60 db as measured at the property line. If it is determined that the noise from a permanently installed generator is greater than 60 db at the property line, then noise mitigation shall be required in the form of an approved screening plan. This shall be verified at the time of final inspection of such permanently installed generator.
- h. Permanently installed generators for residential dwellings larger than 22 KW or 48 cu.ft. shall be required to be reviewed as part of a final landscape plan relating to location, screening and design subject to approval by the Governing Body and recommendation of the Planning Commission pursuant to Section 16-5-2.1(B) of this Ordinance. Permanently installed generators for residential dwellings equal to or smaller 22 KW or 48 cu. ft. shall be required to be reviewed as part of a final landscape plan relating to location, screening and design subject to the approval of the Director of Community Development.
- i. The following must be required with the submission of an application for a permanently installed generator in a residential district:
 - i. A site plan drawn to scale showing the location of the generator on the property and the screening material to be used to screen the generator. Unit placement must meet setback requirements and not be placed in front of the building line.
 - ii. The size of gas line used to provide gas to the generator must be shown.
 - iii. The location of the transfer switch for the generator must be shown.

- B) Single Family Residential Districts (RP-A5, R-1, & RP-1)**
- 1) Solar collectors provided that all components servicing the collector panel are concealed and all exposed metal shall be finished with warm earth tones or black, in color;**
 - 2) Satellite receiving dish antennae of one meter or less; such antennae in excess of one meter are not allowed except as may be required by law;**
 - 3) Readily moveable sports, recreation or outdoor cooking equipment;**
 - 4) Outdoor kitchenettes and detached fireplaces. Masonry structures, which are limited to permanent cooking facilities, fireplaces, and incidental storage related to the specific use, i.e. cooking utensils, firewood, etc. may be approved as an authorized accessory use subject to required administrative approval by the Director of Planning for the location and design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance the following conditions shall be considered minimum requirements to be met:
 - a. The structure shall be complimentary in design to the primary structure.**
 - b. A landscape plan shall be submitted at the time of application indicating plant material, size, location and spacing proposed.**
 - c. In the case of a chimney, a chimney cap shall be required.****
 - 5) In ground swimming pools. Mechanical filtering and heating equipment associated with swimming pools shall:
 - a. Be limited to the side or rear yard.**
 - b. Be setback a minimum of 10 ft. from all property lines.**
 - c. Be screened from the public right-of-way and adjacent properties. The screening shall comply with the following requirements.
 - 1) Installed within 5 ft. of the equipment, unless provided otherwise in the manufacturer's specifications.**
 - 2) Permitted screening materials shall include a fence or wall as outlined in Subsection (3) below, or evergreen plantings that will screen the equipment at the time of planting. Such landscaping shall be a minimum of 6 in. taller than the equipment that it is to screen.**
 - 3) Any fence or wall used for screening shall be a maximum of 6 ft. in height and shall meet all the requirements of Section 16-4-9 of this ordinance. Further, any wall used for screening the equipment shall be constructed of a material compatible with the materials comprising the primary residential structure on the lot on which the pool and associated equipment is located.****
 - d. Not emit noise greater than 60 db as measured at any point along the property line. Compliance with this provision will be determined at the time of final inspection.****
 - 6) Sports courts/Tennis courts. Paved areas and other surfaces designed for sports or similar recreational uses (hereinafter referred to as "courts"), may be approved as an authorized accessory use subject to required administrative approval by the Director of Planning for the location and**

design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance the following conditions shall be considered minimum requirements to be met.

- a. Courts must be accessory to the principal use it is intended to serve. Courts on separate lots will not be considered as standalone structures.
 - b. Plans shall be submitted for approval and shall be based upon compliance with the following standards: 1) The need for screening to protect the privacy of adjoining properties, including noise and lighting, if proposed, and 2) appropriate management of surface water runoff. These standards are to be considered minimums and other factors may be considerations for approval by the Director of Planning.
 - c. Courts shall not be constructed within a required front yard and shall be located a minimum of 10 feet from any rear or side lot line. Screen plantings of a height necessary to muffle noise and block lights may be required as a condition to the special use approval.
 - d. Fences for courts may be up to 12 feet in height and shall be of a green or black PVC coated chain link fabric. Said fences shall be located a minimum of 10 feet from any rear or interior side lot line.
 - e. Courts shall be designed so that the surface water will be carried to the street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownership's, easements must be obtained. A statement along with a detailed drawing from a professional engineer, P.E., shall be submitted showing and stating that these drainage requirements have been or will be met.
 - f. All court lighting shall be subject to approval either in conjunction with the application for a sport court or separately as an addition at a later date. Existing courts requesting lighting shall be authorized only by issuance of a special use permit. A lighting plan shall be submitted which indicates the lumens (footcandles) at the property line and distance to the nearest structures. Footcandles shall not exceed 0.5 footcandle measured anywhere along the adjacent property lines. Illumination levels shall be measured with a photoelectric photometer having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination. A lighted court may be required to have additional screening in order to mitigate the affect of lighting on any adjoining properties. Cutoffs shall be provided to eliminate the view of the light source from adjoining properties.
 - g. No court lighting shall be permitted between the hours of 10:00 p.m. and 7:00 a.m.
 - h. A landscape plan shall be submitted at the time of application indicating plant material, size, location and spacing proposed.
 - i. All courts shall require a building permit prior to grading and/or installation.
- 7) Home Occupations; (See 16-4-10 of this Ordinance);

- 8) Fences, walls and retaining walls (Sealed engineering plans shall be submitted and approved prior to construction of any wall or retaining wall 4 feet in height or higher);
- 9) Garage sales limited to 2 sales per year (4 days per sale), provided, however, in no event shall items sold include items that have been transferred to the site specifically for purposes of the sale, other than for purposes of a bona fide neighborhood garage sale;
- 10) Children's play equipment including swing sets, jungle gyms, sandboxes, playhouses, tree houses and other related equipment, provided playhouses do not exceed 64 square feet in gross floor area, with a maximum door width of 24" and 15 feet in total height measured from the ground to the highest point. Only one playhouse is allowed per residence;
- 11) Dog houses, dog runs, and dog kennels, provided they do not exceed a 64 square foot area and a 6' height, limited to the rear yard and adjacent to the existing structure;
- 12) Flag poles;
- 13) Attached wood decks;
- 14) At grade patio constructed of concrete stone, brick, and/or pavers but not including asphalt;
- 15) Bath house, pool house, and cabana only in conjunction with swimming pools;
- 16) Firewood stacked for home use;
- 17) Garden structures consisting of parallel colonnades supporting an open roof or girders and cross rafters, commonly known as pergolas, arbors and trellises, and garden statuary;
- 18) Gazebos that are open on all sides with a pitched roof design, having a maximum area of 64 square feet and designed for recreational use only and not for habitation. The roof and the materials of construction shall match with the primary building;
- 19) Storage or parking of recreational vehicles and equipment as otherwise allowed in this Ordinance;
- 20) Horse pasturing shall be permitted as an accessory use in Planned Rural Residential District (RP-A5) on a minimum lot area of 3 acres;
- 21) Hobby or craft activities operated by the occupant only provided that articles produced or constructed are not sold on the premises;
- 22) Signs permitted in 16-4-6 of this Ordinance;
- 23) Mother's day out programs and preschools shall be permitted accessory uses in church, religious, educational, and community buildings;
- 24) Estate sales. Estate sales shall be permitted provided the following conditions have been met:
 - a. Residents within 200 feet have been notified by regular mail postmarked not less than 10 days prior to the date of the sale.
 - b. Means of parking and traffic control have been established and coordinated with the police and public works departments.
 - c. Signage shall be limited to that permitted by this Ordinance.

- d. Tents or other accessory structures; food vendors; and/or any other such atypical residential uses shall require Temporary Use Permits as provided in 16-4-4 dealing with temporary short term uses.
 - e. Sales limited to 1 per calendar year per location, operated for not more than 4 consecutive days during daylight hours.
 - f. Permit required.
- 25) Architecturally attached structures shall be allowed only when the accessory structure is connected to the primary structure with a minimum 10' wide structure, such as a breezeway, pergola, or other usable shade type structures constructed of similar materials to which it will be attached. The accessory structure and the primary structure shall not be more than 15' apart, measured from the exterior wall of the accessory structure to the exterior wall of the primary structure. Not to be included as an allowable connection is a fence, deck, awning or other types of non-compatible or non-shade type structures.
- 25a) Sunrooms attached to the primary residential structure are permitted; provided, that the roof portion of the sunroom shall be comprised of no more than 400 sq.ft. of glass. All glass used to comprise the sunroom shall be a non-glare and non-mirrored variety. All sunrooms shall also meet all requirements contained in Section 16-4-1.2(C) of this Ordinance. A sunroom is defined as a room or an enclosed porch with both glass walls and roof.
- 26) Docks and any ancillary accessory structures. Docks and ancillary accessory structures to the docks are approved as an authorized accessory use subject to approval by the Governing Body and recommendation of the Planning Commission pursuant to Section 16-5-2.1(B) of this Ordinance of a final plan relating to location and design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance, the following conditions shall be considered minimum requirements to be met.
- a. Only one dock and one ancillary accessory structure to the dock shall be allowed on any lot or tract of land.
 - b. The dock and any ancillary accessory structure to the dock must be accessory to the principal residence it is intended to serve. Docks and any ancillary accessory structures to any docks on separate lots will not be considered as standalone structures.
 - c. The lot or tract of land where the dock and any ancillary accessory structure to the dock is to be located shall be at least 3 acres in size.
 - d. The dock and any ancillary accessory structure to the dock shall maintain a distance of 250 feet between the subject structure(s) and any public right of way and shall maintain side and rear yard setbacks as provided in this Ordinance for the zoning district in which the dock is to be located.
 - e. Any ancillary accessory structure to the dock shall not exceed 300 square feet in gross floor area, shall not exceed one floor level and shall not exceed 15 feet in total height measured from the ground to the highest point.

- f. The dock and any ancillary accessory structure to the dock shall be complimentary in design to the primary structure located on the lot or tract of land which they are to be placed.
- 27) Portable storage containers for temporary on-site storage shall be permitted provided the following conditions have been met:
- a. The container must be placed on the drive or personal parking area and does not obstruct any city right of way or interfere with any vehicular or pedestrian circulation.
 - b. Portable storage containers shall never be utilized as permanent accessory structures in any residential district.
 - c. The container(s) shall be no larger than eight (8) feet in width, sixteen (16) feet in length and eight (8) feet in height. No single dimension can be exceeded.
 - d. No portable storage container shall remain at any residential site for more than thirty (30) days.
 - e. Permit required.
- 28) Recycling bins located at a school, church or other public facility are permitted; provided, any recycling bin shall be subject to required administrative approval by the Director of Community Development for location and screening design. In addition, all requirements listed in Section 16-4-1.3(A)(6) of this Ordinance shall be met.
- 29) Hot tubs are permitted provided that no hot tub shall be located within 10 feet of any property line. In addition, no hot tub shall be permitted to be located anywhere in the front yard. Fencing for hot tubs as provided in Section 16-4-9 of this Ordinance shall be installed and maintained.
- 30) Portable or Permanently Installed Emergency Use Power generators; provided, such generators shall meet all requirements contained in Section 16-4-1.3(A)(7) above.
- 31) Rain barrels shall be permitted within the RP-A5, R-1, RP-1 and RP-2 districts only, provided that the following criteria are satisfied:
- a. The rain barrel shall be located in the side yard or rear yard.
 - b. The rain barrel shall be no greater than 70 gallons, or greater than 5 ft. in height above grade.
 - c. The rain barrel shall not be elevated more than 6 in. above adjacent grade and shall be placed on a level, hard surface of not to include wood or gravel.
 - d. The rain barrel shall be fed by a downspout and be located within 6 in. of the house.
 - e. The rain barrel shall be restrained in such a way to prevent tipping.
 - f. A lid shall be fitted to the top of the rain barrel.
 - g. The rain barrel shall be permanently fitted or constructed with an insect guard, which effectively prevents entry by mosquitoes or other insects.
 - h. The rain barrel is decorative in its design and of a neutral color not to include black, or white.
- 32) A container no larger than 6 cubic feet in size, holding books to be shared by members of the community with a total height not exceeding 6 feet from

the grounding shall be permitted in residential areas only, provided that the following criteria is satisfied;

- (a) The container is located entirely on private property;
- (b) That no more than one container shall be allowed per residential lot;
- (c) The container shall be installed in a neat and orderly fashion and shall be maintained in such a fashion so as to preserve its structural integrity and safety of the public;
- (d) The container shall not be allowed to fall into disrepair;
- (e) No associated chairs, tables or other furniture may be within 10 feet of the container; and
- (f) The materials used to make the container must be similar to the material commonly used in the neighborhood.

(Ord. 2884, 5-7-18)

C) Planned Cluster Detached Residential District (RP-2), Planned Cluster Attached Residential District (RP-3) and Planned Apartment Residential (RP-4) Districts. In addition to the accessory uses permitted in Section 16-4-1.3(B) above, the following are accessory uses for the RP-2, RP-3 and RP-4 Districts, provided that such uses are set forth in the approved development plan:

- 1) Parking areas;
- 2) Signs permitted in 16-4-6 of this Ordinance;
- 3) Tenant used recreation facilities including minor buildings;
- 4) Trash collection centers;
- 5) Portable or Permanently Installed Emergency Use Power Generators; provided, such generators shall meet all requirements contained in Section 16-4-1.3(A)(6) above;
- 6) Vending machines located inside tenant buildings.
- 7) Sunrooms; provided, that any sunroom shall meet all the requirements contained in Section 16-4-1.2(C) and Section 16-4-1.3(B)(25a) of this Ordinance.
- 8) Recycling bins located at a school, church or other public facility; provided, any recycling bins shall be subject to required administrative approval by the Director of Community Development for location and screening design. In addition, all requirements listed in Section 16-4-1.3(A)(6) of this Ordinance shall be met.

D) Office, Commercial, Industrial and Special Development Districts. The following are additional accessory uses for office, commercial, industrial and special development districts, provided that any exterior modifications due to such uses are set forth in the approved development plan:

- 1) Off street parking lots as approved in the final development plan;
- 2) Signs permitted in 16-4-6 of this Ordinance;
- 3) Food service and vending machines located inside of a building;
- 4) Private garage for motor vehicles;
- 5) Low level exterior lighting;
- 6) Flagpoles;

- 7) Health club for employees or tenants when located inside of the primary building;
- 8) Day care center for employees or tenants when located inside of the primary building;
- 9) Restaurants, cafeterias, drug stores, gift shops and newsstands when located inside of the building;
- 10) Fencing;
- 11) Pharmaceutical sales, medicines, etc. when incidental to the practice of medicine in a medical office;
- 12) Eyeglass sales when incidental to the practice of optometry;
- 13) Satellite receiving dish antennae may be placed on the roof of a building provided that the antennae shall only be located on a flat roof and shall be screened from view. The screen shall be architecturally compatible with the structure as to shape, size, material color and bulk.
- 14) Recycling bins located at a school, church or other public facility; provided, any recycling bin shall be subject to required administrative approval by the Director of Community Development for location and screening design. In addition, all requirements listed in Section 16-4-1.3(A)(6) of this Ordinance shall be met.
- 15) Recycling Bins may be approved as an authorized accessory use subject to required administrative approval by the Director of Community Development for noise, location and screening design. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance, the following conditions shall be considered minimum requirements to be met.
 - a. Each development shall be limited to one recycle bin that is for community use and accessible to the public.
 - b. Recycle bins shall be placed on hard surfaces only, either concrete or asphalt.
 - c. Recycling Bins shall be no larger than 30 cu.yds.
 - d. Recycling bins shall not be permitted within front or street-side side yards, shall not be located closer than 40 feet from any exterior property line, and shall not be closer than 200 feet to property that is zoned, used, or master-planned for residential uses.
 - e. Recycling bins shall be located adjacent to existing service or trash areas on the property.
 - f. All recycling bins shall be located so as to not impede the regular flow of vehicular or pedestrian traffic.
 - g. Recycling bins shall be screened on a minimum of three sides. If the recycling bin is located within 100 feet of any property line, then the recycling bin must be screened on the side adjacent to said property line.
 - h. Recycling bins may be screened by existing structures, evergreen landscaping or a masonry enclosure constructed of materials matching adjacent buildings. Evergreen screening may be installed anywhere between the recycling bin location and the adjacent property line;

provided that such evergreen landscaping shall sufficiently screen the recycling bin from view.

- i. Recycling bins shall only be permitted to be moved or emptied between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. No recycling bins shall be moved or emptied on Sunday.
 - j. All recycling bins shall be maintained such that the contents are completely contained within the bin. Overflow or stacking of items around the bin is prohibited.
 - k. Noise associated with any recycling bin shall comply with Section 16-2-9.1(A) of this ordinance.
- 16) Portable or Permanently Installed Emergency Use Power Generators are permitted, provided, that permanently installed generators shall be required to be reviewed as part of a final site plan subject to approval by the Governing Body and recommendation of the Planning Commission pursuant to Section 16-5-2.1(B) of this Ordinance.
- 17) Solar collectors provided that all components servicing the collector panel are concealed, and all exposed metal shall be finished with warm earth tones or black, in color; solar panels located on flat roofs fully screened by the building parapet shall not be limited in color or finish.

(Ord. 2422, 11-24-2009)
(Ord. 2331, 07-21-2008)
(Ord. 2349, 10-06-2008)
(Ord. 2502, 07/18/2013)
(Ord. 2583, 11/13/2012)
(Ord. 2814, 11/29/2016)
(Ord. 2868, 11-28-2017)

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 16-4-1.3 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 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 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
August 27, 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, Stevens, Peterson. Absent: Elkins

APPROVAL OF THE AGENDA

Chairman Coleman: Chair will entertain a motion to approve the agenda.

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

APPROVAL OF MINUTES: Approval of the minutes from the July 23, 2019 Planning Commission meeting.

Chairman Coleman: Are there any additions or comments?

Chairman Elkins joined the meeting

Chairman Elkins: My apologies for being late. Are there any revisions or amendments to the minutes?

A motion to approve the minutes from the July 23, 2019 Planning Commission meeting was made by Coleman; seconded by Hoyt. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

CONSENT AGENDA:

CASE 75-19 – STONE LEDGE LOTS 1-3 REPLAT – Request for approval of a Revised Final Plat, located north of 154th Street and east of Nall Avenue.

CASE 84-19 – HALLBROOK EAST VILLAGE – FENCES AND WALLS – Request for approval of a Revised Final Plan, located south of 112th Terrace and west of State Line Road.

carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

→ CASE 82-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-1.3, PERMITTED ACCESSORY USES, BUILDINGS AND STRUCTURES – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to solar collectors within non-residential districts. **PUBLIC HEARING**

Staff Presentation:

Assistant Director Mark Klein made the following presentation:

Mr. Klein: This is Case 82-19 – Leawood Development Ordinance Amendment to Section 16-4-1.3, Permitted Accessory Uses, Buildings and Structure. This is related to solar panels. Currently, there is only one section in the LDO that speaks to solar panels. It is located in the Residential section of the ordinance under Accessory Uses. It basically requires any exposed metal within the solar panel to be earth tone or black, and everything else needs to be concealed so that only the solar panels are visible. This is before you because we have a lot of commercial buildings with flat roofs, and they would like to add solar panels. They are behind parapets, so they are not visible. Rather than having them require the metal to be earth tone and black, this amendment adds solar panels to the Commercial portion, allowing them to not have to conceal it as long as it is completely screened by the parapet. Then we still have the same solar ordinance that would be part of the Residential section that would stay the same. This would only affect the Commercial section. Staff is recommending approval of this application, and I'd be happy to answer any questions.

Chairman Elkins: Thank you. Questions?

Comm. Peterson: I had the pleasure about a year ago when our HOA received a request from a resident to put in solar panels. We had no clue where to find this. I fortunately contacted the city, and I was very surprised to find out about the requirements of color. This makes a lot of sense. I actually appreciate you doing this.

Chairman Elkins: Thank you. Other comments? 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 Peterson; seconded by Hoyt. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Chairman Elkins: That takes us to discussion and a motion.

A motion to recommend approval of CASE 82-19 – LEAWOOD DEVELOPMENT ORDINANCE AMENDMENT TO SECTION 16-4-1.3, PERMITTED

ACCESSORY USES, BUILDINGS AND STRUCTURES – Request for approval of an amendment to the Leawood Development Ordinance, pertaining to solar collectors within non-residential districts – was made by Belzer; seconded by Hoyt. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Chairman Elkins: I would take this opportunity to commend the commission for its very careful consideration of the issues we faced tonight. The first case was indeed a difficult case, and I appreciate the time and effort that went into our discussion.

MEETING ADJOURNED

DRAFT

Memo

To: Mayor Dunn and Members of the City Council
cc: Scott Lambers
From: Marcy Knight, Assistant City Attorney
Date: September 16, 2019
Re: Uniform Public Offense Code, 2019 Edition

Attached for your approval is an ordinance incorporating the 2019 Uniform Public Offense Code (UPOC) into the Leawood City Code.

The Kansas League of Municipalities annually publishes the UPOC and the City updates its UPOC incorporating ordinance as necessary. The UPOC generally includes changes made to the state's criminal laws during the previous legislative session. This year, the editor performed a complete review of all of the Kansas criminal statutes for any law that could be charged as a misdemeanor. This resulted in the 2019 updated UPOC's inclusion of many misdemeanor offenses that previously were not included in the UPOC.

Attached is a list of these new offenses added to the 2019 UPOC, with a short description of each.

Staff recommends approval of the attached ordinance. If you have any questions prior to the meeting, please feel free to contact me at 913-663-9176 or marcyk@leawood.org.

NEW 2019 UPOC Section	KSA	Name of Offense	Description
3.4	21-6326	Unlawful Interference with an Emergency Medical Services Attendant	Interfering with, or obstructing the efforts of, an EMS provider while in performance of their duties
3.7.1	21-5416	Interference with Custody of a Committed Person	Taking or enticing a committed person away from their custodian
3.10	21-5418	Hazing	Recklessly coercing, demanding or encouraging a person, as condition of membership to social or fraternal org., any act that could result in great bodily harm, disfigurement or death.
5.1.2	21-5610	Unlawful Possession of a Visual Depiction of a Child	Possess a photo of child 12-15 yoa, and received from same child, in a "state of nudity" by an 18 year old offender (unless pornographic or obscene)
5.1.3	21-5611	Unlawful Transmission of a Visual Depiction of a Child	Transmit a photo of child 12-17 yoa in a "state of nudity" by 18 year old offender (unless pornographic or obscene)
6.23.1	21-5806	Unlawful Use of Recordings	Distribute or possess a recording unlawfully recorded/duplicated.
6.24	21-5811	Commercial Fossil Hunting	No commercial fossil hunting without written consent
6.25	21-5825	Counterfeiting	Manufacturing, using, displaying, advertising, distributing or possessing with intent to distribute a counterfeit item (value < \$1,000)
6.26	21-5833	Automobile Master Key Violation	Sale or possession of an auto master key. Exceptions include LEOs, locksmiths, persons with master key for 2 or more personally owned vehicles
7A.1	21-6002	Official Misconduct	Official misconduct by a public officer or employee under color of the office or employment
7A.2	21-6003	Compensation for Past Official Acts	Giving any benefit, reward or consideration to any public officer or employee for a decision, vote, etc., not including gifts or trivial benefits with no risk to impartiality
7A.3	21-6004	Presenting a False Claim; Permitting a False Claim	Presenting a false claim to a public officer or body with intent to defraud; Permitting is allowing or paying any claim knowing it is false or fraudulent in whole or in part (value < \$1000)
7A.4	21-6005	Misuse of Public Funds	Using or lending public money in a way not authorized by law (value < \$1,000)

7.15	21-5909	Intimidation of a Witness or Victim	Preventing or dissuading a witness or victim from testifying, making a police report, or seeking a prosecution
7.16	21-5913	Obstructing Apprehension or Prosecution	Harboring, concealing, aiding a person who has committed a misdemeanor, with intent such person will avoid arrest/trial
8.2	21-6104	Unlawful Disclosure of Tax Information	Recklessly disclosing, or using for commercial purpose, any info obtained in the business of preparing tax returns
8.3	21-6105	Unjustifiably Exposing a Convicted or Charged Person	Communicating or threatening to communicate to another that any person has been charged or convicted of a felony, with intent to interfere with employment or business of that person
10.4	21-6311	Failure to Register Explosives	Fail to keep or sign a register of sale
10.21	21-6320	Selling Beverage Containers with Detachable Tabs	Offering for sale at retail beverage containers with detachable tabs
10.28	21-6317	Endangering the Food Supply	Bringing any domestic animal infected with a contagious or infectious disease into the state; exposing any animal to a contagious or infectious disease; bringing or releasing any plant pest into this state; exposing a raw agricultural commodity, animal feed or processed food to any contaminant or contagious or infectious disease (except foot-and-mouth disease)
11.9.1	21-6505	Illegal Bingo Operation	Managing, operating or conducting games of bingo in violation of state licensing, regulation and taxing laws
11.13	21-6414	Unlawful Possession of Dog Fighting Paraphernalia; Unlawful Attendance of Dog Fighting	Possession of various items with intent to use in dog fighting; Attending, entering or remaining at a dog fight
11.14	21-6415	Illegal Animal Ownership	Having an animal by a person convicted of felony animal cruelty or dog fighting in last 5 years
11.15	21-6418	Permitting a Dangerous Animal to be at Large	Allowing an animal with dangerous or vicious propensities to be at large, or failure to take ordinary care to restrain it
11.16	21-6410	False Membership Claim	Falsely claiming you belong to a fraternal or veteran's organization

DRAFT

Red-Lined
COPY

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 1 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, PERTAINING TO PUBLIC OFFENSES IN THE CITY; INCORPORATING BY REFERENCE THE 'UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES,' 2019 EDITION, WITH CERTAIN AMENDMENTS AND OMISSIONS.

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

SECTION ONE: Section 11-101 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

ARTICLE 1. UNIFORM PUBLIC OFFENSE CODE

11-101. UNIFORM CODE INCORPORATED. There is hereby incorporated by reference the "Uniform Public Offense Code for Kansas Cities", 2017~~9~~ Edition, ("UPOC") prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. § 12-3009 through §12-3012, inclusive, as amended. No fewer than three copies of said uniform ordinance shall be marked or stamped "Official Copy as Incorporated by Ordinance No. _____", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

- (Ord. 1904C; 08-06-01)
- (Ord. 1958C; 11-04-02)
- (Ord. 2023C; 09-15-03)
- (Ord. 2083C; 09-20-04)
- (Ord. 2137C; 11-07-05)
- (Ord. 2193C; 11-06-06)
- (Ord. 2304C; 02-04-08)
- (Ord. 2351C; 10-06-08)
- (Ord. 2418C; 11-02-09)
- (Ord. 2463C; 09-20-10)
- (Ord. 2515C; 10-17-11)
- (Ord. 2578C; 10-01-12)
- (Ord. 2639C; 10-21-13)
- (Ord. 2690C; 10-06-14)
- (Ord. 2757C; 11-02-15)
- (Ord. 2802C; 09-19-16)
- (Ord. 2859C; 09-18-17)

SECTION TWO: Section 11-101A of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-101A. PURCHASE OR POSSESSION OF CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS BY A MINOR. Section 5.6 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

PURCHASE OR POSSESSION OF CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS BY A MINOR.

It shall be unlawful for any person:

- (a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, vapor products or tobacco products; or
- (b) Who is under 18 years of age to possess or attempt to possess cigarettes, vapor products or tobacco products. (K.S.A. 79-3321:~~3322~~, as amended).

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25 and a maximum of \$100. In addition, the judge may require a juvenile to appear in court with a parent or legal guardian and/or may require a person charged with violating this section to complete a tobacco education program.

(Ord. 2788C; 06-20-16)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION THREE: Section 11-101B of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-101B. SELLING, GIVING OR FURNISHING CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS BY A MINOR. Section 5.7 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

SELLING, GIVING OR FURNISHING CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS ~~BY~~ TO A MINOR.

- (a) It shall be unlawful for any person to:
 - (1) Sell, furnish or distribute cigarettes, vapor products, or tobacco products to any person under 21 years of age; or
 - (2) Buy any cigarettes, vapor products, or tobacco products for any person under 21 years of age.
- (b) It shall be a defense to a prosecution under this section if:
 - (1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;
 - (2) The defendant sold, furnished or distributed the cigarettes, vapor products, or tobacco products to the person under 21 years of age

with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, vapor products or tobacco products; and

(3) To purchase or receive the cigarettes, vapor products, or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, vapor products, or tobacco products.

(4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, vapor products, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.

(c) It shall be a defense to a prosecution under this subsection if:

(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, vapor products, or tobacco products by mail; and

(2) The defendant sold, furnished or distributed the cigarettes, vapor products, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 21 or more years of age.

(d) As used in this section, sale means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes, vapor products, or tobacco products, with or without consideration. (K.S.A. Supp. §79-3302, 79-3321, 79-3322)

Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200 and a maximum fine of \$1,000.

(Ord. 2788C; 06-20-16)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION FOUR: Section 11-101C of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-101C VAPOR PRODUCTS, DEFINED. For purposes of Sections 11-101A and 11-101B, the term "vapor products" is defined to mean: Any non-combustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical or mechanical means, regardless of shape or size, which can be used to produce vapor for human consumption from a solution or other form that may or may not contain nicotine. Vapor product includes, but is not limited to, any

electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, personal vaporizer, e-pen, vapor pen or similar product or device and any vapor cartridge, container of nicotine or any other solution or substance that is intended to be used to produce a vapor for human consumption. Vapor product does not include any medical inhaler or other device that has been specifically approved for medical use by the United States Food and Drug Administration.

(Ord. 2788C; 06-20-16)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION FIVE: Section 11-102 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-102. ANTI-SCAVENGER. The UPOC incorporated in Section 11-101, is hereby amended by adding a new section 6.15a, entitled "Anti-Scavenger," to read as follows:

ANTI-SCAVENGER. It shall be unlawful for any person not licensed by the City and not under contract with the owner or occupant, to remove from private property or public right-of-way any item which has been placed by the occupant for collection by a person holding a permit to collect solid waste or recyclables; provided, however, that this section shall not apply to law enforcement officers and other City employees acting in accordance with law.

(Ord. 1161C; 05-07-90)

(Code 2000)

(Ord. 1895C; 06-18-01)

(Ord. 1958C; 11-04-02)

(Ord. 2023C; 09-15-03)

(Ord. 2083C; 09-20-04)

(Ord. 2137C; 11-07-05)

(Ord. 2149C; 01-03-06)

(Ord. 2193C; 11-06-06)

(Ord. 2304C; 02-04-08)

(Ord. 2351C; 10-06-08)

(Ord. 2418C; 11-02-09)

(Ord. 2463C; 09-20-10)

(Ord. 2515C; 10-17-11)

(Ord. 2578C; 10-01-12)

(Ord. 2639C; 10-21-13)

(Ord. 2690C; 10-06-14)

(Ord. 2757C; 11-02-15)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION SIX: Section 11-103 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-103. CRIMINAL USE OF WEAPONS. Section 10.1 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

CRIMINAL USE OF WEAPONS

- (a) Criminal use of weapons is knowingly:
 - (1) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sand club, metal knuckles, or throwing star.
 - (2) Possessing with intent to use the same unlawfully against another, a billy, blackjack, slunghshot, or any other dangerous or deadly weapon or instrument of like character.
 - (3) Setting a spring gun.

- (b) Criminal use of weapons as defined in subsection (a) is a Class A violation.

- (c) Subsections (a)(1) and (a)(2) shall not apply to:
 - (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
 - (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;
 - (3) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or
 - (4) Manufacture of, transportation to, or sale of weapons to a person authorized under (c)(1) through (c)(3) of this section to possess such weapons.

(Ord.1797C; 5-17-99)

(Code 2000)

(Ord. 1904C; 08-06-01)

(Ord. 1958C; 11-04-02)

(Ord. 2023C; 09-15-03)

(Ord. 2083C; 09-20-04)

(Ord. 2137C; 11-07-05)

(Ord. 2193C; 11-06-06)

(Ord. 2230C; 05-21-07)

(Ord. 2304C; 02-04-08)

(Ord. 2351C; 10-06-08)

(Ord. 2418C; 11-02-09)

(Ord. 2463C; 09-20-10)

(Ord. 2515C; 10-17-11)

(Ord. 2578C; 10-01-12)

(Ord. 2639C; 10-21-13)
(Ord. 2690C; 10-06-14)
(Ord. 2757C; 11-02-15)
(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION SEVEN: Section 11-103A of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-103A CRIMINAL CARRYING OF A WEAPON. Section 10.1.1 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

CRIMINAL CARRYING OF A WEAPON

- (a) Criminal carrying of a weapon is knowingly carrying:
 - (1) Any bludgeon, sandclub, metal knuckles, or throwing star;
 - (2) Concealed on one's person, a billy, blackjack, slungshot or any other dangerous or deadly weapon or instrument of like character;
 - (3) On one's person or in any land, water or air vehicle, with intent to use the same unlawfully, a tear gas or smoke bomb or projector or any object containing a noxious liquid, gas or substance.

- (b) Subsection (a) shall not apply to:
 - (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
 - (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;
 - (3) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or
 - (4) The manufacture of, transportation to, or sale of weapons to a person authorized under (b)(1) through (b)(3) of this section to possess such weapons.

- (c) Criminal carrying of a weapon is a Class A violation.

(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION EIGHT: Section 11-104 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows

11-104. AIR GUN, AIR RIFLE, PAINTBALL GUN, BOW AND ARROW, SLINGSHOT OR BB GUN. Section 10.6 of the UPOC incorporated in Section 11-101 above shall be amended to read as follows:

AIR GUN, AIR RIFLE, PAINTBALL GUN, BOW AND ARROW, SLINGSHOT OR BB GUN

- (a) The unlawful operation of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is the shooting, discharging or operating of any air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun, within the city, except within the confines of a building or other structure from which the projectiles cannot escape.

Unlawful operation of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is a Class C violation.

- (b) The unlawful possession of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is the possession of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun with the intent to shoot, discharge, or operate the air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun within the city, except within the confines of a building or other structure from which the projectiles cannot escape.

Unlawful possession of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is a Class C violation.

(Ord. 1797C; 5-17-99)

(Code 2000)

(Ord. 1958C; 11-04-02)

(Ord. 2023C; 09-15-03)

(Ord. 2083C; 09-20-04)

(Ord. 2137C; 11-07-05)

(Ord. 2193C; 11-06-06)

(Ord. 2304C; 02-04-08)

(Ord. 2351C; 10-06-08)

(Ord. 2418C; 11-02-09)

(Ord. 2463C; 09-20-10)

(Ord. 2515C; 10-17-11)

(Ord. 2578C; 10-01-12)

(Ord. 2639C; 10-21-13)

(Ord. 2690C; 10-06-14)

(Ord. 2757C; 11-02-15)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION NINE: Section 11-104A of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-104A. UNLAWFUL DISCHARGE OF A FIREARM. Section 10.5 of the UPOC incorporated in Section 11-101 above shall be amended to read as follows:

UNLAWFUL DISCHARGE OF A FIREARM.

- (a) Unlawful discharge of a firearm is the discharge or firing of any gun, rifle, pistol, revolver or other firearm within or into the corporate limits of the City of Leawood.

- (b) This section shall not apply if:
 - (1) The firearm is discharged in the lawful defense of one's person, another person or one's property;
 - (2) The firearm is discharged at a private or public shooting range;
 - (3) The firearm is discharged to lawfully take wildlife only if expressly authorized in writing by the City's Governing Body;
 - (4) The firearm is discharged by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife, parks and tourism;
 - (5) The firearm is discharged by special permit of the chief of police;
 - (6) The firearm is discharged using blanks and is used by a ceremonial firing squad or used in a starting gun for a bona fide authorized sporting event; or
 - (7) The firearm is discharged in lawful self-defense or defense of another person against an animal attack.

Unlawful discharge of a firearm is a Class B violation.

(Ord. 2639C; 10-21-13)
(Ord. 2690C; 10-06-14)
(Ord. 2757C; 11-02-15)
(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION TEN: Section 11-105 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-105. BARBED WIRE. Section 10.13 of the UPOC incorporated in Section 11-101 above shall be amended to read as follows:

BARBED WIRE.

It shall be unlawful for any person to construct, set up or maintain any barbed wire or barbed wire fence or enclosure within the city, except on property zoned for and actually used for agricultural purposes.

Violation of this section is a Class C violation.

(Ord. 1797C; 5-17-99)
(Code 2000)
(Ord. 1904C; 08-06-01)

(Ord. 1958C; 11-04-02)
(Ord. 2023C; 09-15-03)
(Ord. 2083C; 09-20-04)
(Ord. 2137C; 11-07-05)
(Ord. 2193C; 11-06-06)
(Ord. 2304C; 02-04-08)
(Ord. 2351C; 10-06-08)
(Ord. 2418C; 11-02-09)
(Ord. 2463C; 09-20-10)
(Ord. 2515C; 10-17-11)
(Ord. 2578C; 10-01-12)
(Ord. 2639C; 10-21-13)
(Ord. 2690C; 10-06-14)
(Ord. 2757C; 11-02-15)
(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION ELEVEN: Sections 6.8, 9.9.1, 9.9.2, 9.9.3, 9.9.4, 9.9.5, 9.9.6, 10.2, 10.3, 10.24, 10.25, 10.26, and 11.11 of the UPOC, incorporated in Section 11-101 above, shall be omitted and deleted.

SECTION TWELVE: 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, 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, 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 Ordinance or other Ordinances.

SECTION THIRTEEN: Existing code sections 11-101, 11-101A, 11-101B, 11-101C, 11-102, 11-103, 11-103A, 11-104, 11-104A, and 11-105, and any provisions in conflict herewith are hereby repealed.

SECTION FOURTEEN: This ordinance shall become effective on October 1, 2019, following passage and publication in the official city newspaper.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk CMC

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney

DRAFT

CLEAN
COPY

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 1 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, PERTAINING TO PUBLIC OFFENSES IN THE CITY; INCORPORATING BY REFERENCE THE 'UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES,' 2019 EDITION, WITH CERTAIN AMENDMENTS AND OMISSIONS.

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

SECTION ONE: Section 11-101 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

ARTICLE 1. UNIFORM PUBLIC OFFENSE CODE

11-101. UNIFORM CODE INCORPORATED. There is hereby incorporated by reference the "Uniform Public Offense Code for Kansas Cities", 2019 Edition, ("UPOC") prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. § 12-3009 through §12-3012, inclusive, as amended. No fewer than three copies of said uniform ordinance shall be marked or stamped "Official Copy as Incorporated by Ordinance No. _____", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

- (Ord. 1904C; 08-06-01)
- (Ord. 1958C; 11-04-02)
- (Ord. 2023C; 09-15-03)
- (Ord. 2083C; 09-20-04)
- (Ord. 2137C; 11-07-05)
- (Ord. 2193C; 11-06-06)
- (Ord. 2304C; 02-04-08)
- (Ord. 2351C; 10-06-08)
- (Ord. 2418C; 11-02-09)
- (Ord. 2463C; 09-20-10)
- (Ord. 2515C; 10-17-11)
- (Ord. 2578C; 10-01-12)
- (Ord. 2639C; 10-21-13)
- (Ord. 2690C; 10-06-14)
- (Ord. 2757C; 11-02-15)
- (Ord. 2802C; 09-19-16)
- (Ord. 2859C; 09-18-17)

SECTION TWO: Section 11-101A of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-101A. PURCHASE OR POSSESSION OF CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS BY A MINOR. Section 5.6 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

PURCHASE OR POSSESSION OF CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS BY A MINOR.

It shall be unlawful for any person:

- (a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, vapor products or tobacco products; or
- (b) Who is under 18 years of age to possess or attempt to possess cigarettes, vapor products or tobacco products. (K.S.A. 79-3321, as amended).

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25 and a maximum of \$100. In addition, the judge may require a juvenile to appear in court with a parent or legal guardian and/or may require a person charged with violating this section to complete a tobacco education program.

(Ord. 2788C; 06-20-16)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION THREE: Section 11-101B of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-101B. SELLING, GIVING OR FURNISHING CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS BY A MINOR. Section 5.7 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

SELLING, GIVING OR FURNISHING CIGARETTES, TOBACCO PRODUCTS OR VAPOR PRODUCTS TO A MINOR.

(a) It shall be unlawful for any person to:

- (1) Sell, furnish or distribute cigarettes, vapor products, or tobacco products to any person under 21 years of age; or
- (2) Buy any cigarettes, vapor products, or tobacco products for any person under 21 years of age.

(b) It shall be a defense to a prosecution under this section if:

- (1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;
- (2) The defendant sold, furnished or distributed the cigarettes, vapor products, or tobacco products to the person under 21 years of age

with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, vapor products or tobacco products; and

- (3) To purchase or receive the cigarettes, vapor products, or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, vapor products, or tobacco products.
 - (4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, vapor products, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.
- (c) It shall be a defense to a prosecution under this subsection if:
- (1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, vapor products, or tobacco products by mail; and
 - (2) The defendant sold, furnished or distributed the cigarettes, vapor products, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 21 or more years of age.
- (d) As used in this section, sale means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes, vapor products, or tobacco products, with or without consideration. (K.S.A. Supp. §79-3302, 79-3321, 79-3322)

Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200 and a maximum fine of \$1,000.

(Ord. 2788C; 06-20-16)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION FOUR: Section 11-101C of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-101C VAPOR PRODUCTS, DEFINED. For purposes of Sections 11-101A and 11-101B, the term "vapor products" is defined to mean: Any non-combustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical or mechanical means, regardless of shape or size, which can be used to produce vapor for human consumption from a solution or other form that may or may not contain nicotine. Vapor product includes, but is not limited to, any

electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, personal vaporizer, e-pen, vapor pen or similar product or device and any vapor cartridge, container of nicotine or any other solution or substance that is intended to be used to produce a vapor for human consumption. Vapor product does not include any medical inhaler or other device that has been specifically approved for medical use by the United States Food and Drug Administration.

(Ord. 2788C; 06-20-16)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION FIVE: Section 11-102 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-102. ANTI-SCAVENGER. The UPOC incorporated in Section 11-101, is hereby amended by adding a new section 6.15a, entitled "Anti-Scavenger," to read as follows:

ANTI-SCAVENGER. It shall be unlawful for any person not licensed by the City and not under contract with the owner or occupant, to remove from private property or public right-of-way any item which has been placed by the occupant for collection by a person holding a permit to collect solid waste or recyclables; provided, however, that this section shall not apply to law enforcement officers and other City employees acting in accordance with law.

(Ord. 1161C; 05-07-90)

(Code 2000)

(Ord. 1895C; 06-18-01)

(Ord. 1958C; 11-04-02)

(Ord. 2023C; 09-15-03)

(Ord. 2083C; 09-20-04)

(Ord. 2137C; 11-07-05)

(Ord. 2149C; 01-03-06)

(Ord. 2193C; 11-06-06)

(Ord. 2304C; 02-04-08)

(Ord. 2351C; 10-06-08)

(Ord. 2418C; 11-02-09)

(Ord. 2463C; 09-20-10)

(Ord. 2515C; 10-17-11)

(Ord. 2578C; 10-01-12)

(Ord. 2639C; 10-21-13)

(Ord. 2690C; 10-06-14)

(Ord. 2757C; 11-02-15)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION SIX: Section 11-103 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-103. CRIMINAL USE OF WEAPONS. Section 10.1 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

CRIMINAL USE OF WEAPONS

- (a) Criminal use of weapons is knowingly:
 - (1) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sand club, metal knuckles, or throwing star.
 - (2) Possessing with intent to use the same unlawfully against another, a billy, blackjack, slungshot, or any other dangerous or deadly weapon or instrument of like character.
 - (3) Setting a spring gun.

- (b) Criminal use of weapons as defined in subsection (a) is a Class A violation.

- (c) Subsections (a)(1) and (a)(2) shall not apply to:
 - (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
 - (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;
 - (3) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or
 - (4) Manufacture of, transportation to, or sale of weapons to a person authorized under (c)(1) through (c)(3) of this section to possess such weapons.

(Ord.1797C; 5-17-99)
(Code 2000)
(Ord. 1904C; 08-06-01)
(Ord. 1958C; 11-04-02)
(Ord. 2023C; 09-15-03)
(Ord. 2083C; 09-20-04)
(Ord. 2137C; 11-07-05)
(Ord. 2193C; 11-06-06)
(Ord. 2230C; 05-21-07)
(Ord. 2304C; 02-04-08)
(Ord. 2351C; 10-06-08)
(Ord. 2418C; 11-02-09)
(Ord. 2463C; 09-20-10)
(Ord. 2515C; 10-17-11)
(Ord. 2578C; 10-01-12)

(Ord. 2639C; 10-21-13)
(Ord. 2690C; 10-06-14)
(Ord. 2757C; 11-02-15)
(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION SEVEN: Section 11-103A of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-103A CRIMINAL CARRYING OF A WEAPON. Section 10.1.1 of the UPOC incorporated in Section 11-101 above is hereby amended to read as follows:

CRIMINAL CARRYING OF A WEAPON

- (a) Criminal carrying of a weapon is knowingly carrying:
 - (1) Any bludgeon, sandclub, metal knuckles, or throwing star;
 - (2) Concealed on one's person, a billy, blackjack, slungshot or any other dangerous or deadly weapon or instrument of like character;
 - (3) On one's person or in any land, water or air vehicle, with intent to use the same unlawfully, a tear gas or smoke bomb or projector or any object containing a noxious liquid, gas or substance.

- (b) Subsection (a) shall not apply to:
 - (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
 - (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;
 - (3) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or
 - (4) The manufacture of, transportation to, or sale of weapons to a person authorized under (b)(1) through (b)(3) of this section to possess such weapons.

- (c) Criminal carrying of a weapon is a Class A violation.

(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION EIGHT: Section 11-104 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows

11-104. AIR GUN, AIR RIFLE, PAINTBALL GUN, BOW AND ARROW, SLINGSHOT OR BB GUN. Section 10.6 of the UPOC incorporated in Section 11-101 above shall be amended to read as follows:

AIR GUN, AIR RIFLE, PAINTBALL GUN, BOW AND ARROW, SLINGSHOT OR BB GUN

- (a) The unlawful operation of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is the shooting, discharging or operating of any air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun, within the city, except within the confines of a building or other structure from which the projectiles cannot escape.

Unlawful operation of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is a Class C violation.

- (b) The unlawful possession of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is the possession of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun with the intent to shoot, discharge, or operate the air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun within the city, except within the confines of a building or other structure from which the projectiles cannot escape.

Unlawful possession of an air gun, air rifle, paintball gun, bow and arrow, slingshot or BB gun is a Class C violation.

(Ord. 1797C; 5-17-99)
(Code 2000)

(Ord. 1958C; 11-04-02)

(Ord. 2023C; 09-15-03)

(Ord. 2083C; 09-20-04)

(Ord. 2137C; 11-07-05)

(Ord. 2193C; 11-06-06)

(Ord. 2304C; 02-04-08)

(Ord. 2351C; 10-06-08)

(Ord. 2418C; 11-02-09)

(Ord. 2463C; 09-20-10)

(Ord. 2515C; 10-17-11)

(Ord. 2578C; 10-01-12)

(Ord. 2639C; 10-21-13)

(Ord. 2690C; 10-06-14)

(Ord. 2757C; 11-02-15)

(Ord. 2802C; 09-19-16)

(Ord. 2859C; 09-18-17)

SECTION NINE: Section 11-104A of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-104A. UNLAWFUL DISCHARGE OF A FIREARM. Section 10.5 of the UPOC incorporated in Section 11-101 above shall be amended to read as follows:

UNLAWFUL DISCHARGE OF A FIREARM.

- (a) Unlawful discharge of a firearm is the discharge or firing of any gun, rifle, pistol, revolver or other firearm within or into the corporate limits of the City of Leawood.

- (b) This section shall not apply if:
 - (1) The firearm is discharged in the lawful defense of one's person, another person or one's property;
 - (2) The firearm is discharged at a private or public shooting range;
 - (3) The firearm is discharged to lawfully take wildlife only if expressly authorized in writing by the City's Governing Body;
 - (4) The firearm is discharged by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife, parks and tourism;
 - (5) The firearm is discharged by special permit of the chief of police;
 - (6) The firearm is discharged using blanks and is used by a ceremonial firing squad or used in a starting gun for a bona fide authorized sporting event; or
 - (7) The firearm is discharged in lawful self-defense or defense of another person against an animal attack.

Unlawful discharge of a firearm is a Class B violation.

(Ord. 2639C; 10-21-13)
(Ord. 2690C; 10-06-14)
(Ord. 2757C; 11-02-15)
(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION TEN: Section 11-105 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

11-105. BARBED WIRE. Section 10.13 of the UPOC incorporated in Section 11-101 above shall be amended to read as follows:

BARBED WIRE.

It shall be unlawful for any person to construct, set up or maintain any barbed wire or barbed wire fence or enclosure within the city, except on property zoned for and actually used for agricultural purposes.

Violation of this section is a Class C violation.

(Ord. 1797C; 5-17-99)
(Code 2000)
(Ord. 1904C; 08-06-01)

(Ord. 1958C; 11-04-02)
(Ord. 2023C; 09-15-03)
(Ord. 2083C; 09-20-04)
(Ord. 2137C; 11-07-05)
(Ord. 2193C; 11-06-06)
(Ord. 2304C; 02-04-08)
(Ord. 2351C; 10-06-08)
(Ord. 2418C; 11-02-09)
(Ord. 2463C; 09-20-10)
(Ord. 2515C; 10-17-11)
(Ord. 2578C; 10-01-12)
(Ord. 2639C; 10-21-13)
(Ord. 2690C; 10-06-14)
(Ord. 2757C; 11-02-15)
(Ord. 2802C; 09-19-16)
(Ord. 2859C; 09-18-17)

SECTION ELEVEN: Sections 6.8, 9.9.1, 9.9.2, 9.9.3, 9.9.4, 9.9.5, 9.9.6, 10.2, 10.3, 10.24, 10.25, 10.26, and 11.11 of the UPOC, incorporated in Section 11-101 above, shall be omitted and deleted.

SECTION TWELVE: 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, 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, 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 Ordinance or other Ordinances.

SECTION THIRTEEN: Existing code sections 11-101, 11-101A, 11-101B, 11-101C, 11-102, 11-103, 11-103A, 11-104, 11-104A, and 11-105, and any provisions in conflict herewith are hereby repealed.

SECTION FOURTEEN: This ordinance shall become effective on October 1, 2019, following passage and publication in the official city newspaper.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk CMC

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney

Memo

To: Mayor Dunn and Members of the City Council
cc: Scott Lambers
From: Marcy Knight, Assistant City Attorney
Date: September 16, 2019
Re: Penalty for Animal Violations

Attached for your approval is an ordinance amending the penalty section for animal offenses.

The maximum penalty for any violation of the City Code involving animals is presently \$500. Staff is recommending the maximum financial penalty be raised to \$1,000. This change will allow the Municipal Court Judge greater discretion to impose fines for serious animal code violations, such as animal cruelty.

Staff recommends approval of the attached ordinance. If you have any questions prior to the meeting, please feel free to contact me at 913-663-9176 or marcyk@leawood.org.

DRAFT

Red-LINED
COPY

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 5 OF THE CODE OF THE CITY OF LEAWOOD, 2000, BY AMENDING SECTION 2-501 PERTAINING TO PENALTIES FOR ANIMAL OFFENSES IN THE CITY.

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

SECTION ONE: Section 2-501 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

2-501. PENALTIES.

- (a) It is unlawful for any person to violate any of the provisions of this Chapter.
- (b) Each day that a person is in violation of any section of this Chapter, constitutes a separate offense.
- (c) Each section and subsection of the Chapter constitutes a separate violation for sentencing purposes.
- (d) Any person convicted of a violation of this Chapter, where no other penalty is stated for the violation, shall be punished for that violation by a fine of not less than \$50 but not more than ~~\$500~~1,000, or by imprisonment of not more than 180 days, or by both such fine and imprisonment. These fines shall be in accordance with the minimum fine schedule set out in subsection (e) of this section.
- (e) Whenever the penalty is to be a fine or a fine and imprisonment, the fine shall be no less than the minimum amount set out in the following:

(1) First Offense	\$50
(2) Second Offense	\$100
(3) Third Offense	\$300
(4) Fourth and subsequent offense	\$500

In determining the applicable minimum fine, an offense shall be considered a subsequent offense only if the defendant has previously pleaded guilty or been found guilty of the same offense.

(Ord. 1796C; 05-17-99)
(Ord. 2685C; 09-02-14)

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, 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, 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 Ordinance or other Ordinances.

SECTION THREE: This ordinance shall become effective following passage and publication in the official city newspaper.

PASSED by the Governing Body this 16th day of September, 2019.

APPROVED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk CMC

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney

DRAFT

CLEAN COPY

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[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk CMC

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney



Memorandum

18.C.

TO: Peggy Dunn, Mayor
City of Leawood City Council
Scott Lambers, City Administrator

FROM: David Williams, Fire Chief

DATE: September 16, 2019

SUBJECT: Replacement of 2007 Pierce Dash 75'

The Fire Department is recommending the lease purchase of a Pierce Velocity 75' Quint to replace a 2007 Pierce Dash 75' Quint from Conrad Fire Equipment. The purchase is bid through HGAC a governmental cooperative purchasing program. The bid price is \$1,010,426.74 if it is paid for when it is ordered saving \$34,566 if it is paid for at delivery.

The fire department has \$900,000 in the budget for the purchase price is \$110,426 above the budgeted number. Based on what the city paid for the last fire truck and conversations with the vendor at that time of that purchase we were closer to the budgeted number.

The department currently has all Pierce fire trucks and we have several of reasons we recommend the purchase of a Pierce apparatus. First, we want consistencies in the trucks. A Master II Firefighter is required to be able to drive every truck in our inventory and the want them to have a similar operating system. The second reason is Pierce has a dealer in Olathe that we can get warranty work and ongoing maintenance performed.

This will be a lease purchase with annual payments from the General Fund for Fire Service Operations. Account# 11110.22530.871100

Please let me know if you have any questions.

Respectfully submitted,

A handwritten signature in black ink that reads "David Williams".

David Williams
Fire Chief



CONRAD FIRE EQUIPMENT



Apparatus Proposal

Customer Name: **LEAWOOD FIRE DEPARTMENT**

Sales Rep: **KARL SCHULTZ**

Submitted Date: **6/28/19**

Expiration Date: **9/28/19**

Apparatus Detail

Qty.	Description	Price
1	PIERCE VELOCITY QUINT	\$ 1,044,992.57
Proposal Bid No.: 409		Proposal Doc Date: 6/27/19
Performance Bond: YES		Warranty Period: Standard
Estimated Build Time: 8MO		

Payment Options

OPTION 1 (with Pre-Payment Discount)		OPTION 2 (w/o Pre-Payment Discount)	
Apparatus Purchase Price	\$ 1,044,992.57	Apparatus Purchase Price	\$ 1,044,992.57
Trade-In Value	\$ 0.00	Trade-In Value	\$ 0.00
Price After Trade-In	\$ 1,044,992.57	Price After Trade-In	\$ 1,044,992.57
Pre-Payment Discount	-\$ 34,565.83	Pre-Payment Discount	N/A
Extrication Rescue Tools	\$ 0.00	Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00	Loose Equipment	\$ 0.00
Options	\$ 0.00	Options	\$ 0.00
Due Upon Order	\$ 1,010,426.74	Due Upon Delivery	\$ 1,044,992.57

Payment Terms

OPTION 1 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF ORDER.
OPTION 2 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF PRODUCT DELIVERY.

Notes

NOTE: Pre-payment discounts quoted may vary based on final purchase price, prevailing interest rates, and manufacturing build time and are subject to change up to the time an order is placed. If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].

Memo

To: Mayor Peggy Dunn and Councilmembers
Scott Lambers, City Administrator

From: Dawn Long, Finance Director

Date: September 16, 2019

Re: Pierce Velocity Quint Fire Truck Purchase

Attached is a resolution authorizing City staff to proceed with ordering and financing for a new Pierce Velocity Quint fire truck.

This lease purchase is included in the City's CIP at \$,900,000 but it is anticipated that the cost will be \$1,010,426.74. The truck will be ordered within the next 60 days with anticipated delivery in mid 2020.

I received two bids for the financing of the truck. One from PNC Equipment Financing and one from Clayton Holdings. The best bid was from Clayton Holdings with a rate of 2.18%. I would recommend using Clayton Holdings. The lease related documents will be brought to Council for approval when the financing is complete.

Please contact me or Chief Williams if you have any questions.

DRAFT

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LEAWOOD, KANSAS DECLARING THE CITY'S INTENT TO REIMBURSE CERTAIN COSTS OF ACQUIRING A FIRE TRUCK FROM PROCEEDS OF A LEASE PURCHASE AGREEMENT.

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

SECTION ONE: The Governing Body of the City of Leawood, Kansas (the "City") hereby authorizes the acquisition of a Pierce Velocity Quint fire truck at a cost of not to exceed \$1,010,427.

SECTION TWO: The City expects to make capital expenditures on and after the date of adoption of this Resolution in connection with acquisition of the fire truck and the City intends to reimburse itself for such expenditures with the proceeds of a lease purchase agreement in the maximum principal amount of \$1,010,427 plus costs of issuance.

SECTION THREE: This Resolution shall be effective from and after adoption by the Governing Body.

ADOPTED by the Governing Body this 16th day of September, 2019.

SIGNED by the Mayor this 16th day of September, 2019.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney



FINANCIAL SOLUTIONS



Tax Exempt Lease Purchase

SALES ORGANIZATION: **Conrad – Karl Schultz**
 LESSEE: City of Leawood
 TYPE OF EQUIPMENT: (1) Pierce Velocity Quint Ladder
 AMOUNT TO FINANCE: \$1,010,426.74
 CUSTOMER DOWNPAYMENT: \$0.00
 TRADE-IN: \$0.00
 DELIVERY TIME: Standard delivery
 PAYMENT MODE: Annual In Arrears
 FIRST PAYMENT DUE DATE: March 2020
 LEASE COMMENCEMENT DATE: September 2019

8/14/2019

Contact information:
 Michele Zitko
 Locator: B4-B230-05-07
 155 East Broad St
 Columbus, OH 43215
 Ph: (800) 820-9041 ext. 2
 Fax: (866) 221-7894
 michele.zitko@pnc.com

Term	10 years
Number of Payments	10 Annual
Payment Amount	\$116,152.97
Rate	2.89%

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **fourteen (14) days** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent three years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Michele Zitko



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

08/22/2019

Ms. Dawn Long
Finance Director
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

Dear Ms. Long:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing: A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

Lessor: Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.

Lessee: City of Leawood, Kansas

Equipment: One (1) New Pierce Velocity Quint Fire Apparatus

Total Finance Amount: \$1,010,426.74

Commencement Date: On or before 09/20/2019

Base Term: 10 years (114 months)

Interest Rate: 2.18%, fixed, rate locked until 09/20/2019

Payment Amount: \$112,351.47 (10 payments, first due 03/20/2020)

Payment Frequency: Annual/Arrears
**The first payment is due 03/20/2020*

Interest Rate Adjustment: The above quoted interest rate is based on a spread over the Ten (10) year Interest Rate Swap (the "Index"). For Purposes of this proposal, the Ten (10) year interest rate swap as of 08/22/2019 is 1.53%.

In the event the transaction does not close by 09/20/2019, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 09/20/2019 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

Documentation: Shall be provided by Lessor. Funding of the Lease is contingent, in part, upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.

- Early purchase Option:** In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. **There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.**
- General Terms:** This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Non-Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does intend to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.
- Titles/Liens:** Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1st lien position on the MSO and Title. *Lessor must be listed as 1st Lien holder at the time of the chassis prepayment for chassis prepayment structures. Lessor must be listed as an insured party on the Payment and Performance Bonds (required) under a "dual obligee" rider for 100% prepayment structures on apparatus.*
- Non-appropriation:** The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period, as per Kansas Statutes.
- Escrow:** Upon closing, funds shall be disbursed into an escrow account to be maintained by Commerce Trust as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. An escrow account shall be established at Commerce Trust. There is a **\$250.00 fee** for the escrow account. Commerce Trust does assess a cash management fee which is deducted from the Escrow Earnings.
- Net Lease:** The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.
- Not a Commitment:** The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representative shown below is “not” a Municipal advisor, financial advisor, agent or fiduciary to any person or entity. Clayton Holdings, LLC and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

A handwritten signature in black ink that reads "Frank D. Hill". The signature is written in a cursive style with a large, stylized "F" and "H".

Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President, Tax Exempt-Leasing & Finance – Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com