

**CITY OF LEAWOOD  
GOVERNING BODY  
MEETING AGENDA**

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

OCTOBER 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2019						
S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**AGENDA**

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

**Mayor Peggy Dunn**

**Councilmembers**

Ward One

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**

**Double Ten Day, October 10, 2019**

**National Arts & Humanities Month, October, 2019**

**Reentry and Returning Citizens' Month, October, 2019**

**5. PRESENTATIONS/RECOGNITIONS**

**6. SPECIAL BUSINESS**

**7. CONSENT AGENDA**

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

- A. Accept Appropriation Ordinance Nos. 2019-37, 2019-38 and 2019-39
- B. Accept minutes of the September 16, 2019 Governing Body meeting

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

- C. Approve payment in the amount of \$84,347.05, to Johnson County Information Management System [JIMS] for the RMS-NICHE Police Records Management System
- D. Approve Mid-America Council of Public Procurement [MACPP] Co-op bid in the amount of \$81,708.00, from Kansas City Freightliner, for [1] 2020 Freightliner 108SD Dump Truck for PW
- E. Approve revised request in the amount of \$26,550.00, [original amount was \$23,080.00] from Overbilt Trailer Company, to purchase for [1] Trailer
- F. Approve purchase in the amount of \$26,255.00 from Electronic Technology, Inc. [ETI] to purchase [3] mounted license plate reader cameras
- G. Approve Change Order. No. 1, in the amount of \$161,830.00, to Kissick Construction Company, pertaining to the Lee Boulevard Improvement Project from 95<sup>th</sup> Street to 103<sup>rd</sup> Street [Project # 72066]
- H. Resolution approving and authorizing the Mayor to execute 2020 Employee Benefit Plan documents
- I. Resolution designating holidays for the year 2020, in accordance with the personnel rules and regulations of the City of Leawood, Kansas
- J. Resolution approving and authorizing the Mayor to execute Amendment No. 1 to that certain Design Engineering Agreement, dated September 16, 2019, in the amount of \$29,930.00, between the City and Brungardt, Honomichl & Company [BHC Rhodes] for a drainage study, Lee Boulevard to Lee Court from 93<sup>rd</sup> Street to 95<sup>th</sup> Street, and culvert extension/wingwall replacement at 9117 Boulevard [Phase II] [Project Nos. # 77024 & 72054]
- K. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of \$85,483.00, between the City and Mega Industries Corporation, pertaining to the Ironhorse Hole # 9 Golf Cart Path Relocation Project [Project # 74095]
- L. Resolution approving and authorizing the Mayor to execute a State and Municipal Lease/Purchase Agreement between the City of Leawood, Kansas and Clayton Holdings, LLC, pertaining to the lease of a fire truck and appurtenant equipment and support systems in the original principal amount of \$1,010,426.74
- M. Approve payment in the amount of \$20,935.20, to Creative Displays of Kansas City, Inc., for the purchase, installation and maintenance of holiday lights
- N. Declaration of Surplus Property: 2004 Sterling Acterra Dump Truck; PW Unit 451: 2012 8-foot Boss-Super Duty Snow Plow; Asset # 1696

**8. MAYOR'S REPORT**

**9. COUNCILMEMBERS' REPORT**

**Councilmember Filla – Report on Metro KC Climate Action Summit**

**10. CITY ADMINISTRATOR REPORT**

**11. STAFF REPORT**

## **COMMITTEE RECOMMENDATIONS**

### **12. PLANNING COMMISSION**

*[from the August 27, 2019 Planning Commission meeting]*

- A. Ordinance approving a Rezoning from R-1 [Planned Single Family Low Density Residential District] to RP-2 [Planned Cluster Detached Residential District], Preliminary Plan and Preliminary Plat for Hills of Leawood Villas, located north of 151<sup>st</sup> Street and east of Mission Road. (PC Case 74-19) **[ROLL CALL VOTE]**

*Staff Comment:* *A valid protest petition was filed against this application. Passage of the ordinance approving this application requires a vote of 7 Governing Body members*

*City Administrator Comment:* *The City Administrator recommends the Governing Body override the Planning Commission's recommendation of approval of this application for zoning and plan approval. RP-2 zoning provides for a more dense development than the surrounding areas. The proposed plan does not blend with the surrounding zoning. Additionally, once zoned, a developer could seek a revised preliminary plan allowing for only 6,000 square feet of lot area per dwelling unit as allowed under the LDO. Alternatively, if an override is not approved, a remand to the Planning Commission to consider zoning the property as RP-1 would be in order.*

- B. Resolution approving a Revised Final Sign Plan for Ranch Mart Shopping Center – Revised Sign Criteria, located north of 95<sup>th</sup> Street and east of Mission Road. (PC Case 76-19) **–CONTINUED TO THE OCTOBER 21, 2019 GOVERNING BODY MEETING**

### **13. OLD BUSINESS**

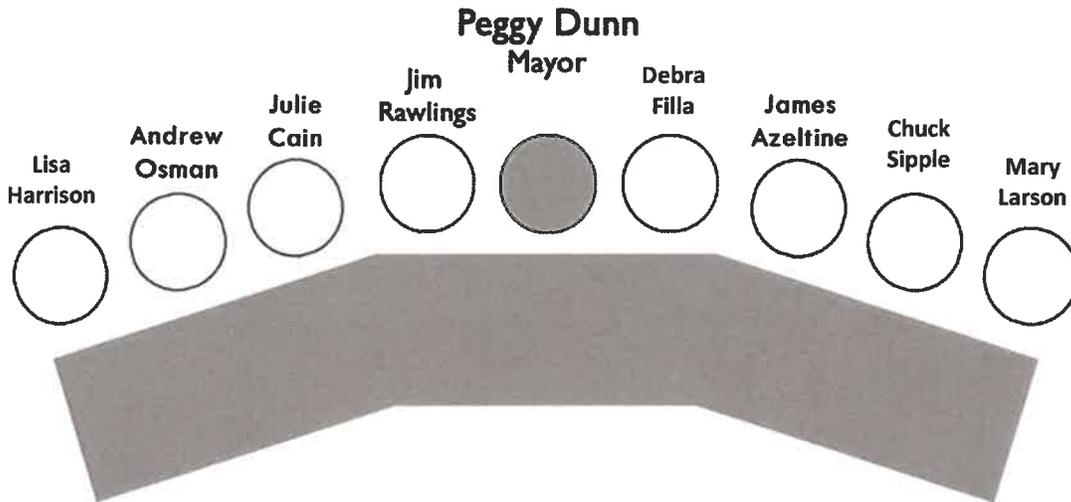
### **14. OTHER BUSINESS**

Schedule Governing Body meeting on October 21, 2019 at 7:30 P.M.

### **15. NEW BUSINESS**

**ADJOURN**

## Mayor and City Council



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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.

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### 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:**  $\frac{3}{4}$  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]

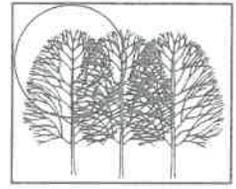
**Note:** Mayor may cast deciding vote when vote is one less than required.

<b>2019 WORK SESSION AND SPECIAL MEETINGS / EVENTS SCHEDULE</b>			
<b>DATE</b>	<b>TIME</b>	<b>SUBJECT</b>	<b>LOCATION</b>
<b>October 7</b>		<b>NO WORK SESSION</b>	
<b>October 21</b>	<b>6:00 P.M.</b>	<b>Executive Session: consult with attorney regarding matters subject to the attorney-client privilege; discuss matters relating to possible acquisition of real property</b>	<b>Main Conf. Room</b>
<b>November 4</b>	<b>6:00 P.M.</b>	<b>Review Chamber of Commerce's Annual Economic Plan</b>	<b>Main Conf. Room</b>
<b>November 18</b>	<b>6:00 P.M.</b>	<b>Holiday Lighting Ceremony</b>	<b>Courtyard</b>
<b>December 16</b>		<b>NO WORK SESSION</b>	

4.

Return to Agenda

Office of the Mayor



# City of Leawood, Kansas Proclamation

*WHEREAS*, the Republic of China on Taiwan will be observing its 108<sup>th</sup> anniversary during the Double Ten Holiday on October 10, 2019; and

*WHEREAS*, in 1989 Taiwan and the State of Kansas, through an act of the Kansas Legislature, entered into a sister state relationship; and

*WHEREAS*, the City of I-Lan, Taiwan, and the City of Leawood, Kansas, entered into a sister city relationship of enduring friendship and international peaceful cooperation at Chi-Ching Hall in I-Lan on October 7, 1988; and

*WHEREAS*, our already strong economic and cultural ties will become even greater as a result of these interrelationships; and

*WHEREAS*, the City of Leawood is looking forward to further promoting the relationship with Taiwan for mutual benefits; and

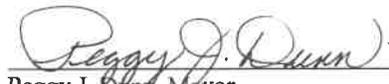
*WHEREAS*, the City of Leawood is delighted to join in observing the annual tradition and extend congratulations and best wishes to Taiwan during this celebration.

*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 Thursday, October 10, 2019, as

## **DOUBLE TEN DAY**

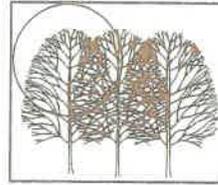
in the City of Leawood, and urge all citizens to recognize this observance.

*IN TESTIMONY WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 7<sup>th</sup> day of October, 2019.

  
Peggy J. Dunn, Mayor



Office of the Mayor



*City of Leawood, Kansas*

**Proclamation**

**WHEREAS**, the nation's 95,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 local arts agencies, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions have regularly issued official proclamations on an annual basis designating October as National Arts and Humanities Month; and

**WHEREAS**, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and

**WHEREAS**, the arts and humanities enhance and enrich the lives of every American; and

**WHEREAS**, the arts and humanities play a unique role in the lives of our families, our communities, and our country; and

**WHEREAS**, the humanities help diverse communities across the United States explore their history and culture with the support and partnership of the National Endowment for the Humanities, the 55 state and territorial humanities councils, and local educational and cultural institutions; and

**WHEREAS**, the arts and culture industry strengthens our economy by generating \$166.3 billion in total economic activity annually, \$26 billion in government revenue, and by supporting the full-time equivalent of 5 million jobs.

**NOW, THEREFORE**, I, Peggy J. Dunn, Mayor of the City of Leawood, Kansas, do hereby proclaim October as

**NATIONAL ARTS AND HUMANITIES MONTH  
In the City of Leawood, Kansas; and**

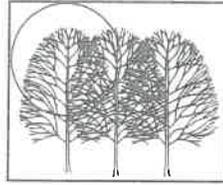
**FURTHERMORE**, I encourage residents to celebrate and promote the arts and culture in our nation and to specifically encourage the greater participation by those said citizens in taking action for the arts and humanities in local activities.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 7<sup>th</sup> day of October, 2019.

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Peggy J. Dunn, Mayor

Office of the Mayor



## *City of Leawood, Kansas*

# Proclamation

**WHEREAS**, every person is endowed with human dignity and value; and

**WHEREAS**, redemption and second chances are American values that have been championed and celebrated by Americans since its founding; and

**WHEREAS**, an estimated 70 million American citizens have a criminal record; and

**WHEREAS**, an estimated 19,595 individuals are released annually from Missouri prisons, and estimated 6,342 individuals are released annually from Kansas prisons, and an estimated 38,000 are released annually from federal prisons; and

**WHEREAS**, individuals who have paid their debt to society after committing a crime face significant barriers, also known as collateral consequences, to reintegrating into society including difficulties in obtaining long-term employment, education and funding thereof, stable housing and voting rights; and

**WHEREAS**, the Council of State Governments reports that the number of legal collateral consequences of a criminal conviction exceeds 44,000; and

**WHEREAS**, the stigma and legal barriers associated with a criminal record results in lost human capital and lost economic output for our communities at a time Greater Kansas City and the United States of America faces a record labor shortage; and

**WHEREAS**, gaining meaningful employment is one of the most significant predictors of successful reentry and reducing future criminal activity and increasing public safety; and

**WHEREAS**, parts of Greater Kansas City regularly appears on the Federal Bureau of Investigation's [FBI] list of most dangerous cities in the United States with violent crime plaguing the safety of our citizens and visitors; and

**WHEREAS**, Reaching Out From Within [ROFW] and the Greater Kansas City Chamber of Commerce [KC Chamber] each have organized convenings of key stakeholders in the month of October, 2019 to elevate the conversation of reentry and returning citizens' transition to society; and

**WHEREAS**, in coordination with these two events, the designation of October as the Greater Kansas City Reentry and Returning Citizens' Month would contribute to increased public awareness about the need for closure for those who have paid their debt, and opportunities for individuals, employers, congregations, and communities to extend second chances.

**NOW, THEREFORE, I**, Peggy J. Dunn, Mayor of the City of Leawood, Kansas, do hereby proclaim October, 2019 as

### **REENTRY AND RETURNING CITIZENS' MONTH**

in the City of Leawood and encourage the citizens of Leawood to commemorate this month with events and awareness activities that raise public consciousness about preventing and reducing crime, decreasing recidivism and providing an honest second chance for our citizens to gainfully contribute to society.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 7<sup>th</sup> day of October, 2019.

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Peggy J. Dunn, Mayor

CITY OF LEAWOOD  
 Check Date 09/18/2019  
 Ordinance 2019-37

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
103232	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	502.69	502.69
103233	ACUSHNET CO - TITLEIST	GOLF SHOP MERCHANDISE	89.81	
		PROSHOP MERCHANDISE	151.86	
		GOLF SHOP MERCHANDISE	587.55	
		GOLF SHOP MERCHANDISE	406.24	1,235.46
103234	ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SERVICES FOR 2019	3,867.94	3,867.94
103235	AMERICAN EQUIPMENT COMPANY	2 MOLDBOARDS FOR ATTACHED PLOW	5,318.25	
		PLOWS FOR FOUR TRUCKS; CUL-DE-SAC CREW	6,676.11	
		DEFLECTOR FOR V PLOW	310.00	12,304.36
103236	APAC KANSAS INC	LANDFILL FEE	440.00	
		LANDFILL FEE	869.00	1,309.00
103237	AT&T	PHONE SERVICE	178.84	178.84
103238	AT&T	PHONE SERVICE	127.25	127.25
103239	AT&T INTERNET	CABLE	180.55	180.55
103240	ATTORNEY GENERAL'S OFFICE	ATTORNEY GNRL SVCS, 2019-A,1 ISSUES	525.00	525.00
103241	BERNIE ELECTRIC WHOLESALE INC	BUILDING MAINTENANCE SUPPLIES	289.11	
		BUILDING MAINTENANCE SUPPLIES	298.38	
		BUILDING MAINTENANCE SUPPLIES	594.36	
		EQUIP. MAINT. SUPPLIES	43.77	
		BUILDING/GROUNDS MAINT.	381.84	1,607.46
103242	BLACK & MCDONALD	2019 STREET LIGHT AND TRAFFIC SIGNAL	18,224.34	
		2019 STREET LIGHT AND TRAFFIC SIGNAL	108.08	
		2019 STREET LIGHT AND TRAFFIC SIGNAL	1,800.00	20,132.42

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103243	BLUE VALLEY LABORATORIES INC	GOLF HOLE POND MAINTENANCE GOLF HOLE POND MAINTENANCE	225.00 450.00	<b>675.00</b>
103244	BRIGGS TURF FARM	SOD	29.15	<b>29.15</b>
103245	BROOKINS, AJHERAN RUVON	REIMBURSE A.BROOKINS - DRIVER'S LICENSE	52.28	<b>52.28</b>
103246	BROWN, MONICA	BZA MINUTES 8.28.2019 PLANNING COMMISSION WORK SESSION PLANNING COMMISSION WORK SESSION	150.00 300.00 100.00	<b>550.00</b>
103247	BRUNGARDT HONOMICHL & CO PA	2019 LEE BLVD. DESIGN 2019 LEE BLVD. DESIGN	82.50 1,158.00	<b>1,240.50</b>
103248	C & C GROUP DIVISIONS	HVAC Service BUILDING MAINTENANCE SERVICE REPAIRS	1,028.81 495.00	<b>1,523.81</b>
103249	CALLAWAY GOLF CO	GOLF BALLS AND JR LEAGUE GIFTS	781.00	<b>781.00</b>
103250	CAPITAL SAND COMPANY INC	COURSE TOP DRESSING	586.87	<b>586.87</b>
103251	CENTRAL SALT	ROAD SALT FOR WINTER SEASON ORDERING ROAD SALT FOR WINTER SEASON ORDERING ROAD SALT FOR WINTER SEASON ORDERING ROAD SALT FOR WINTER SEASON ORDERING	2,983.45 2,968.48 1,496.04 1,534.59	<b>8,982.56</b>
103252	CHALLENGER SPORTS	SOCCER JERSEYS FALL 2019 SOCCER JERSEYS FALL 2019 SOCCER JERSEYS FALL 2019	29.00 20,285.50 6,873.00	<b>27,187.50</b>
103253	CHIC ADEES TROPHY	DESK NAME PLATE	15.00	<b>15.00</b>
103254	CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	88.68	<b>88.68</b>
103255	COMMERCIAL AQUATIC SERVICES	POOL CHEMICALS	1,155.51	<b>1,155.51</b>
103256	CONSOLIDATED COMMUNICATION	COMMUNICATONS	497.52	<b>497.52</b>
103257	CORPORATE HEALTH KU MEDWEST	PRE EMPLOYMENT PHYSICALS	527.00	<b>527.00</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103258	DALES TOW SERVICE INC	TOWING SERVICES	95.00	<b>95.00</b>
103259	DISH NETWORK	SATELLITE SERVICE	95.67	<b>95.67</b>
103260	DOCUMART INC	BUSINESS CARDS	50.00	<b>50.00</b>
103261	DREXEL TECHNOLOGIES	MATERIALS & SUPPLIES	8.50	<b>8.50</b>
103262	DURANOTIC DOOR INC	BUILDING/GROUNDS MAINT.	4,900.00	<b>4,900.00</b>
103263	E EDWARDS WORK WEAR INC	UNIFORM/CLOTHING	22.50	
		UNIFORM/CLOTHING	180.00	
		UNIFORM/CLOTHING	521.92	<b>724.42</b>
103264	EAGLE ENGRAVING	AWARDS & SUPPLIES	334.00	<b>334.00</b>
103265	EXCEL LINEN SUPPLY	LINEN CLEANING	36.79	
		LINEN CLEANING	55.51	<b>92.30</b>
103266	EZLINKS GOLF LLC	ONLINE TEE TIMES	972.50	
		ONLINE TEE TIMES	972.50	<b>1,945.00</b>
103267	FLEX KLEEN	HOOD INSPECTION/CLEANING	385.00	<b>385.00</b>
103268	FORCE AMERICA LLC	VEHICLE OPERATIONS/MAINT.	366.66	<b>366.66</b>
103269	FUN EXPRESS	MATERIALS & SUPPLIES	70.34	<b>70.34</b>
103270	GALLS LLC	DUTY EQUIPMENT	36.99	
		UNIFORM ADJUSTMENTS	10.76	
		DUTY EQUIPMENT	24.99	
		UNIFORM PANTS	285.98	
		ACADEMY UNIFORM	31.02	<b>389.74</b>
103271	GALLS LLC	UNIFORMS	139.95	<b>139.95</b>
103272	GEAR FOR SPORTS	EMPLOYEE UNIFORMS	108.05	<b>108.05</b>
103273	GEMPLERS	EXPENDABLE EQUIP.	115.98	
		UNIFORM/CLOTHING	853.36	<b>969.34</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103274	GENESIS HEALTH CLUBS	TENNIS INSTRUCTION PART 2	5,218.20	<b>5,218.20</b>
103275	GILMORE & BELL	BOND COUNSEL,2019-A,1 SERIES	25,655.00	<b>25,655.00</b>
103276	GOVERNMENT SOLUTIONS LLC, MCKESSI	EXP EQUIP. - CABINET FOR AED TRAINING	160.07 35.57	<b>195.64</b>
103277	GRAINGER INC	VEHICLE MAINT. MATERIALS & SUPPLIES EQUIP. MAINT. SUPPLIES BUILDING/GROUNDS MAINT. BUILDING/GROUNDS MAINT.	25.82 494.96 908.08 70.44 134.30	<b>1,633.60</b>
103278	H W LOCHNER INC	DESIGN SERVICES FOR ROE AVE WALL REPAIR	5,465.00	<b>5,465.00</b>
103279	H2O WINDOW CLEANING LLC	WINDOW CLEANING	54.00	<b>54.00</b>
103280	HEN HOUSE BALLS FOOD STORES	MEETING EXPENSE CITIZENS ACADEMY SUPPLIES	17.60 65.81	<b>83.41</b>
103281	HILLMAN, WILLIAM COOPER	THE FIRST TEE FALL SESSION SEPT 3-5	48.00	<b>48.00</b>
103282	HINCKLEY SPRINGS	BOTTLED WATER	69.21	<b>69.21</b>
103283	HUNTER BROTHERS LANDSCAPE LLC	MONTHLY MOWING & LAWN CARE SVCS MONTHLY MOWING & LAWN CARE SVCS	85.00 260.00	<b>345.00</b>
103284	INDUSTRIAL SALES CO INC	MATERIALS & SUPPLIES BUILDING/GROUNDS MAINT.	34.78 12.10	<b>46.88</b>
103285	INTERSTATE ELECTRICAL SUPPLY	MATERIAL & SUPPLIES	376.56	<b>376.56</b>
103286	J M FAHEY CONSTRUCTION CO	BLANKET PO FOR 2019 ASPHALT - BLANKET PO FOR 2019 ASPHALT -	1,750.90 3,801.30	<b>5,552.20</b>
103287	JO CO MED ACT	TRAINING	554.88	<b>554.88</b>
103288	JO CO WASTEWATER	WASTEWATER SERVICE WASTEWATER SERVICE	103.33 16.15	<b>119.48</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103289	KACM	KACM MEMBERSHIP	350.00	<b>350.00</b>
103290	KANSAS ARBORISTS ASSOCIATION	FALL ARBORIST TRAINING - J.ROBINSON	250.00	<b>250.00</b>
103291	KANSAS ARBORISTS ASSOCIATION	FALL ARBORIST TRAINING - A.KUNERT	250.00	<b>250.00</b>
103292	KANSAS STATE TREASURER	COURT COLLECTION BATCH	9,220.00	<b>9,220.00</b>
103293	KEY EQUIPMENT & SUPPLY CO	2019 ELGIN BROOM BADGER-STREET SWEEPER	199,449.70	<b>199,449.70</b>
103294	KINCAID READY MIX	CONCRETE	490.75	
		CONCRETE	658.38	<b>1,149.13</b>
103295	KING, MICHAEL	THE FIRST TEE SPRING SESSION AUG15-29	187.50	<b>187.50</b>
103296	KITCHEN SOLUTIONS, FILTA ENVIRONMEN	FILTAFRYER SERVICE	45.00	<b>45.00</b>
103297	KOTULIC, ROSITA	INSTRUCTOR FEES	54.45	<b>54.45</b>
103298	LANGUAGE LINE SERVICES	INTERPRETATION SERVICES	15.68	<b>15.68</b>
103299	LARRYS GLASS SERVICE	VEHICLE OPERATIONS/MAINT.	385.83	
		VEHICLE OPERATIONS/MAINT.	352.09	<b>737.92</b>
103300	LAWSON PRODUCTS INC	MATERIALS & SUPPLIES	73.09	<b>73.09</b>
103301	LEGAL RECORD	LEGAL PUB/ADVERTISING	11.48	
		LEGAL PUB/ADVERTISING	11.48	
		LEGAL PUB/ADVERTISING	11.48	
		LEGAL PUB/ADVERTISING	9.51	
		LEGAL PUB/ADVERTISING	7.87	
		LEGAL PUB/ADVERTISING	7.87	
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		LEGAL PUB/ADVERTISING	7.87	
		LEGAL PUB/ADVERTISING	7.87	
		LEGAL PUB/ADVERTISING	7.87	
		LEGAL PUB/ADVERTISING	5.90	
		LEGAL PUB/ADVERTISING	7.87	
		LEGAL PUB/ADVERTISING	11.48	<b>116.42</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103302	LOWES	HARDWARE SUPPLIES	2,121.84	<b>2,121.84</b>
103303	LOWES	HARDWARE SUPPLIES	659.14	<b>659.14</b>
103304	LOWES	HARDWARE SUPPLIES	53.77	<b>53.77</b>
103305	M & M GOLF CARS LLC	SPECIAL EVENT GOLF CAR RENTAL	375.00	<b>375.00</b>
103306	MAIL IT	SHIPPING FOR EQUIPMENT REPAIRS	11.69	
		POSTAGE	-16.72	
		POSTAGE	11.69	<b>6.66</b>
103307	MCCLURE ENGINEERING CO	2017-2018 PROF.SVS FOR TM-04-008 LW S. S	36,786.15	<b>36,786.15</b>
103308	MERRILL LAW FIRM LLC	LEGAL SERVICES	968.00	<b>968.00</b>
103309	MHC KENWORTH	NAVIISTAR MAXXXFORCE AND STRAP ASSY FOR	1,578.82	<b>1,578.82</b>
103310	MICRO CENTER AR	MATERIALS & SUPPLIES	50.97	
		MATERIALS & SUPPLIES	549.99	
		MATERIALS & SUPPLIES	149.99	<b>750.95</b>
103311	MIDWEST TURF INC	EQUIP. MAINT. SUPPLIES	589.32	<b>589.32</b>
103312	MOCSA	MOCSA MEETING~	500.00	<b>500.00</b>
103313	NAVA, HUGO	REIMBURSE H.NAVA - LICENSE	23.75	<b>23.75</b>
103314	O H GERRY OPTICAL	UNIFORM/CLOTHING	194.00	<b>194.00</b>
103315	OBIJI, MISHEA	CLEANING	50.00	<b>50.00</b>

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103316	O'REILLY AUTO PARTS	UNIFORM/CLOTHING	65.54	
		VEHICLE OPERATIONS/MAINT.	248.70	
		VEHICLE OPERATIONS/MAINT.	8.15	
		VEHICLE OPERATIONS/MAINT.	34.18	
		VEHICLE OPERATIONS/MAINT.	26.85	
		EQUIP. MAINT. SUPPLIES	14.99	
		MATERIALS & SUPPLIES	54.99	
		WIRE TERM	2.95	
		COMPRS OIL	15.99	<b>472.34</b>
103317	PEPSI BEVERAGES COMPANY	BEVERAGES	585.78	<b>585.78</b>
103318	POST PUBLISHING INC	AD - SHAWNEE MISSION POST	425.00	<b>425.00</b>
103319	PRAXAIR DISTRIBUTION INC 493	INDUSTRIAL ACETYLENE	380.40	<b>380.40</b>
103320	PRIDE CLEANERS MJV-A LLC	UNIFORM CLEANING	21.98	<b>21.98</b>
103321	PROFESSIONAL TURF PRODUCTS	COURSE MAINT. SUPPLIES	234.80	
		EQUIPMENT SUPPLIES	4.10	
		TOP FOR HDX UNIT	710.77	
		CORE-BOARD EXCHANGE	-300.00	
		EQUIPMENT SUPPLIES	495.87	<b>1,145.54</b>
103322	PROGRESSIVE ELECTRONICS INC	FIRE ALARM SERVICE CALL	297.50	<b>297.50</b>
103323	Q4 INDUSTRIES LLC	MATERIALS & SUPPLIES	194.46	
		EQUIP. MAINT. SUPPLIES	46.42	<b>240.88</b>
103324	RANCH MART ACE HARDWARE	MATERIALS & SUPPLIES	94.59	
		MATERIALS & SUPPLIES	36.92	<b>131.51</b>
103325	REEVES WIEDEMAN COMPANY	BUILDING/GROUNDS MAINT.	14.65	<b>14.65</b>
103326	REINHART FOODSERVICE	PREPARED FOOD	927.09	<b>927.09</b>
103327	ROCHESTER MIDLAND CORP	EQUIP. MAINT. SUPPLIES	115.20	<b>115.20</b>
103328	ROMA BAKERY	PREPARED FOOD	51.24	<b>51.24</b>

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103329	RUSCO REFRIGERATION INC	EQUIPMENT SERVICE COMPRESSOR REPLACEMENT	497.10 1,108.35	<b>1,605.45</b>
103330	SCHLOEGEL DESIGN REMODEL INC	REFUND OF BZA APPLICATION FEE	150.00	<b>150.00</b>
103331	SITEONE LANDSCAPE SUPPLY LLC	TURF MARKING PAINT	359.07	<b>359.07</b>
103332	SMITH, PATRICIA	LIVING-HISTORY CLASSROOM TEACHER	675.00	<b>675.00</b>
103333	SOUTHEASTERN SECURITY CONS INC	SOCCER COACH	18.50	<b>18.50</b>
103334	SPECTRUM REACH	ADVERTISING ADVERTISING	700.00 300.00	<b>1,000.00</b>
103335	SPRINT	PHONE SERVICE	6,063.03	<b>6,063.03</b>
103336	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES	90.56 35.56 41.40 35.56 200.58 49.11 59.84	<b>512.61</b>
103337	STREETWISE INC	MATERIALS & SUPPLIES	952.15	<b>952.15</b>
103338	SUBURBAN LAWN & GARDEN INC	MATERIALS & SUPPLIES YARD WASTE TIP FEE YARD WASTE TIP FEE YARD WASTE TIP FEE YARD WASTE TIP FEE BLDG./GROUND SUPPLIES TOPSOIL MATERIALS & SUPPLIES	41.80 38.00 20.00 30.00 40.00 74.14 63.26 87.26	<b>394.46</b>
103339	SYSCO FOOD SERVICE OF KC INC	PREPARED FOODS	630.14	<b>630.14</b>
103340	TIME WARNER CABLE	INTERNET	124.98	<b>124.98</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103341	TRAVELERS	LITIGATION DEDUCTIBLE	3,742.50	<b>3,742.50</b>
103342	US FOODS	MATERIALS & SUPPLIES FOOD & BEV. EXPENSE	117.54 -47.40	<b>70.14</b>
103343	VANCE BROS INC	ASPHALT	140.00	<b>140.00</b>
103344	VERIZON WIRELESS	COMMUNICATION	78.58	<b>78.58</b>
103345	VONBEVERN, SUSIE	BELLY DANCING CLASSES	268.95	<b>268.95</b>
103346	WALKER TOWEL & UNIFORM SERVICE	MAT CLEANING	104.71	<b>104.71</b>
103347	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL TRASH DISPOSAL	554.99 216.24	<b>771.23</b>
103348	WATER DISTRICT 1 JO CO	WATER SERVICE WATER SERVICE WATER SERVICE	86.73 35.26 216.82	<b>338.81</b>
103349	WEST PUBLISHING CORP, A, THOMSON RI	DATA SEARCH SERVICES TRAINING 8.1.2019 - 8.31.2019	546.84 646.89	<b>1,193.73</b>
103350	WESTLAKE HARDWARE	HARDWARE SUPPLIES	19.98	<b>19.98</b>
103351	WINDTRAX INC	EQUIP. MAINT. SUPPLIES	50.28	<b>50.28</b>
310919	KC POWER & LIGHT CO	POWER SERVICE	73.30	<b>73.30</b>
620919	KC POWER & LIGHT CO	POWER SERVICE	209.71	<b>209.71</b>
1690919	KC POWER & LIGHT CO	POWER SERVICE	28.95	<b>28.95</b>
1820919	KC POWER & LIGHT CO	POWER SERVICE	152.23	<b>152.23</b>
5230919	KC POWER & LIGHT CO	POWER SERVICE	93.22	<b>93.22</b>
5650919	KC POWER & LIGHT CO	POWER SERVICE	184.89	<b>184.89</b>
7190919	KC POWER & LIGHT CO	POWER SERVICE	86.60	<b>86.60</b>
9060919	KC POWER & LIGHT CO	POWER SERVICE	80.07	<b>80.07</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
15280919	KC POWER & LIGHT CO	POWER SERVICE	86.50	86.50
16610919	KC POWER & LIGHT CO	POWER SERVICE	153.91	153.91
16800919	KC POWER & LIGHT CO	POWER SERVICE	120.33	120.33
20060919	KC POWER & LIGHT CO	POWER SERVICE	67.41	67.41
20470919	KC POWER & LIGHT CO	POWER SERVICE	48.80	48.80
20840919	KC POWER & LIGHT CO	POWER SERVICE	134.08	134.08
21150919	KC POWER & LIGHT CO	POWER SERVICE	92.19	92.19
22680919	KC POWER & LIGHT CO	POWER SERVICE	67.49	67.49
23010919	KC POWER & LIGHT CO	POWER SERVICE	84.82	84.82
26700919	KC POWER & LIGHT CO	POWER SERVICE	67.04	67.04
30330919	KC POWER & LIGHT CO	POWER SERVICE	49.92	49.92
30810919	KC POWER & LIGHT CO	POWER SERVICE	89.85	89.85
31660919	KC POWER & LIGHT CO	POWER SERVICE	83.39	83.39
32220919	KC POWER & LIGHT CO	POWER SERVICE	70.84	70.84
33740919	KC POWER & LIGHT CO	POWER SERVICE	55.06	55.06
37760919	KC POWER & LIGHT CO	POWER SERVICE	5,437.46	5,437.46
41560919	KC POWER & LIGHT CO	POWER SERVICE	66.78	66.78
43240919	KC POWER & LIGHT CO	POWER SERVICE	147.68	147.68
43510919	KC POWER & LIGHT CO	POWER SERVICE	1,581.36	1,581.36
46160919	KC POWER & LIGHT CO	POWER SERVICE	70.19	70.19
47610919	KC POWER & LIGHT CO	POWER SERVICE	49.12	49.12
50870919	KC POWER & LIGHT CO	POWER SERVICE	219.31	219.31

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
52440919	KC POWER & LIGHT CO	POWER SERVICE	74.00	<b>74.00</b>
52720919	KC POWER & LIGHT CO	POWER SERVICE	67.46	<b>67.46</b>
52760919	KC POWER & LIGHT CO	POWER SERVICE	98.42	<b>98.42</b>
53130919	KC POWER & LIGHT CO	POWER SERVICE	41.56	<b>41.56</b>
54120919	KC POWER & LIGHT CO	POWER SERVICE	201.14	<b>201.14</b>
55550919	KC POWER & LIGHT CO	POWER SERVICE	135.90	<b>135.90</b>
59580919	KC POWER & LIGHT CO	POWER SERVICE	208.47	<b>208.47</b>
60700919	KC POWER & LIGHT CO	POWER SERVICE	132.76	<b>132.76</b>
61670919	KC POWER & LIGHT CO	POWER SERVICE	95.01	<b>95.01</b>
62940919	KC POWER & LIGHT CO	POWER SERVICE	94.91	<b>94.91</b>
63100919	KC POWER & LIGHT CO	POWER SERVICE	206.08	<b>206.08</b>
64140919	KC POWER & LIGHT CO	POWER SERVICE	101.34	<b>101.34</b>
65300919	KC POWER & LIGHT CO	POWER SERVICE	130.93	<b>130.93</b>
65390919	KC POWER & LIGHT CO	POWER SERVICE	300.25	<b>300.25</b>
67600919	KC POWER & LIGHT CO	POWER SERVICE	68.07	<b>68.07</b>
69630919	KC POWER & LIGHT CO	POWER SERVICE	66.69	<b>66.69</b>
77660919	KC POWER & LIGHT CO	POWER SERVICE	202.66	<b>202.66</b>
84480919	KC POWER & LIGHT CO	POWER SERVICE	82.49	<b>82.49</b>
85030919	KC POWER & LIGHT CO	POWER SERVICE	189.97	<b>189.97</b>
86420919	KC POWER & LIGHT CO	POWER SERVICE	122.82	<b>122.82</b>
86760919	KC POWER & LIGHT CO	POWER SERVICE	178.10	<b>178.10</b>
89590919	KC POWER & LIGHT CO	POWER SERVICE	66.12	<b>66.12</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
97130919	KC POWER & LIGHT CO	POWER SERVICE	21.05	21.05
98740919	KC POWER & LIGHT CO	POWER SERVICE	79.95	79.95
20709191	KC POWER & LIGHT CO	POWER SERVICE	164.91	164.91

175 checks in this report.

Grand Total All Checks: 435,467.64

CITY OF LEAWOOD  
Check Date 09/25/2019  
Ordinance 2019-38

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103352	ACUSHNET CO - TITLEIST	GOLF SHOP MERCHANDISE	112.50	
		GOLF SHOP MERCHANDISE	171.05	
		GOLF SHOP MERCHANDISE	752.95	
		GOLF SHOP MERCHANDISE	338.76	<b>1,375.26</b>
103353	ADP LLC	ADP ENHANCED TIME AND ATTENDANCE	3,009.20	<b>3,009.20</b>
103354	AIRGAS MIDSOUTH	MATERIALS & SUPPLIES	717.20	
		MATERIALS & SUPPLIES	38.57	<b>755.77</b>
103355	AMERICAN EQUIPMENT COMPANY	12 CURB GARDS FOR PUBLIC WORKS	2,633.76	
		MATERIALS & SUPPLIES	908.22	<b>3,541.98</b>
103356	AMERICAN SAFETY & HEALTH INST	TRAINING	99.50	
		TRAINING	106.84	
		TRAINING	89.55	<b>295.89</b>
103357	AT&T	PHONE SERVICE	3,183.33	<b>3,183.33</b>
103358	AW LOGIC LLC	LASER LEVEL 4 BLACK, 18 WHITE, 14 WHITE	3,270.00	<b>3,270.00</b>
103359	BERNIE ELECTRIC WHOLESALE INC	BUILDING MAINTENANCE SUPPLIES	464.88	
		BUILDING MAINTENANCE SUPPLIES	251.16	<b>716.04</b>
103360	BLUE CROSS BLUE SHIELD OF KC	SEPTEMBER 2019 HEALTH PREMIUM	325,516.37	<b>325,516.37</b>
103361	BLUE VALLEY GOODYEAR	VEHICLE TIRES	1,083.76	<b>1,083.76</b>
103362	CDW GOVERNMENT INC	FIRE DEPARTMENT APS	1,758.00	
		MATERIALS & SUPPLIES	120.00	<b>1,878.00</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103363	CENTRAL SALT	ROAD SALT FOR WINTER SEASON ORDERING	3,054.22	
		ROAD SALT FOR WINTER SEASON ORDERING	1,522.51	
		ROAD SALT FOR WINTER SEASON ORDERING	5,871.38	<b>10,448.11</b>
103364	CHAMPION BRANDS LLC	MAINTENANCE SUPPLIES	205.23	
		ROLL TOWEL	235.29	<b>440.52</b>
103365	CHIC ADEES TROPHY	DESK NAMEPLATE	15.00	<b>15.00</b>
103366	COMMERCIAL AQUATIC SERVICES	BUILDING/GROUNDS MAINT.	232.56	<b>232.56</b>
103367	CONTINENTAL CONSULTING ENGNRS	PROF SVS-9619 LEE BLVD ALTA	2,235.00	<b>2,235.00</b>
103368	CONTROL PRINTING GROUP INC	PRINTING & BINDING	326.50	<b>326.50</b>
103369	CORPORATE HEALTH KU MEDWEST	FD ANNUAL PHYSICAL	300.00	<b>300.00</b>
103370	DAMRON, GREGORY	TRAVEL ADVANCE - G.DAMRON	154.00	<b>154.00</b>
103371	DELTA DENTAL PLAN OF KANSAS	SEPTEMBER 2019 DENTAL PREMIUM	18,484.56	<b>18,484.56</b>
103372	DESIGN MECHANICAL INC	BUILDING MAINTENANCE SUPPLIES	646.28	<b>646.28</b>
103373	DOCUMART INC	BUSINESS CARDS	50.00	<b>50.00</b>
103374	EBBERTS, LAUREN	TRAVEL ADVANCE - L.EBBERTS	154.00	<b>154.00</b>
103375	EXCEL LINEN SUPPLY	LINEN CLEANING	112.84	<b>112.84</b>
103376	FEDEX	SHIPPING	154.43	<b>154.43</b>
103377	FIRST INSURANCE FUNDING CORP	INSURANCE INSTALLMENT	666.19	<b>666.19</b>
103378	FORESTRY SUPPLIERS INC	MATERIALS & SUPPLIES	-53.10	
		MATERIALS & SUPPLIES	74.00	<b>20.90</b>
103379	GAILS HARLEY DAVIDSON	MOTORCYCLE MAINTENANCE	1,112.29	<b>1,112.29</b>
103380	GALLS LLC	UNIFORM PANTS	149.98	
		UNIFORM PANTS	54.99	<b>204.97</b>
103381	GALLS LLC	UNIFORMS	26.10	<b>26.10</b>

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103382	GAME TIME, C/O CUNNINGHAM RECR	MATERIALS & SUPPLIES	58.46	<b>58.46</b>
103383	GOVERNMENT SOLUTIONS LLC, MCK	TRAINING	217.09	<b>217.09</b>
103384	GRAINGER INC	EQUIPMENT MAINTENANCE SUPPLY	237.60	<b>237.60</b>
103385	GRASS PAD INC	FALL MUMS	273.70	<b>273.70</b>
103386	GREAT PLAINS SPCA	ANIMAL BOARDING FEES-AUG2019	2,517.00	<b>2,517.00</b>
103387	GUNTER PEST MANAGEMENT INC	PEST CONTROL AUG19	60.00	<b>60.00</b>
103388	H2O WINDOW CLEANING LLC	WINDOW CLEANING	54.00	<b>54.00</b>
103389	HUNTER BROTHERS LANDSCAPE LLC	MISC AUGUST MOWING -	2,465.00	<b>2,465.00</b>
103390	HYVEE FOOD STORE	CATERED LUNCH	105.00	<b>105.00</b>
103391	IFAMILY KC LLC	1/2 PAGE AD OCTOBER 2019	575.00	<b>575.00</b>
103392	JACKSON-HIRSH INC	MATERIALS & SUPPLIES	54.70	<b>54.70</b>
103393	JO CO MED ACT	MATERIAL & SUPPLIES	330.77	<b>330.77</b>
103394	JO CO WASTEWATER	WASTEWATER SERVICE	464.16	
		WASTEWATER SERVICE	262.31	
		WASTEWATER SERVICE	259.80	
		WASTEWATER SERVICE	309.73	
		WASTEWATER SERVICE	112.66	
		WASTEWATER SERVICE	76.79	
		WASTEWATER SERVICE	126.07	
		WASTEWATER SERVICE	54.05	
		WASTEWATER SERVICE	320.11	<b>1,985.68</b>
103395	KACE	FALL CONFERENCE REGISTRATION - L.ARENAS	249.00	<b>249.00</b>
103396	KC BOBCAT INC	PARTS-GOLF T550 LOADER	79.37	<b>79.37</b>
103397	KINCAID READY MIX	CONCRETE	347.63	<b>347.63</b>
103398	KISSICK CONSTRUCTION CO	2018 CMP PROGRAM	84,451.35	<b>84,451.35</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103399	KLAASSEN, TIM	TRAVEL ADVANCE - T.KLAASSEN	154.00	154.00
103400	KONICA MINOLTA PREMIER FINANCE	2019 COPY MACHINE LEASE	4,582.77	4,582.77
103401	LATHROP & GAGE LLP	PROFESSIONAL SERVICES (LEE BLVD PROPERT	1,404.00	1,404.00
103402	LAWN-CORPS, INC	MATERIALS & SUPPLIES	27.00	27.00
103403	LAWSON PRODUCTS INC	MATERIALS & SUPPLIES	184.66	184.66
103404	LEWIS, ROBIN A	PUBLIC DEFENDER PUBLIC DEFENDER	660.00 660.00	1,320.00
103405	LINCOLN NATIONAL LIFE INSUR	SEPTEMBER 2019 LIFE, LTD, VSTD PREMIUM	10,050.95	10,050.95
103406	LOGAN CONTRACTORS SUPPLY INC	MATERIALS & SUPPLIES	24.29	24.29
103407	M & M GOLF CARS LLC	SPECIAL EVENT GOLF CARS	975.00	975.00
103408	MAISCH SMALL ENGINE REPAIR	EQUIP. MAINT. SUPPLIES	42.00	42.00
103409	MICRO CENTER AR	MATERIALS & SUPPLIES SURFACEPROS FOR FIRE MATERIALS & SUPPLIES	129.93 1,489.96 699.99	2,319.88
103410	MINUTEMAN PRESS OF OP	PRINTING & BINDING PRINTING & BINDING	533.58 70.71	604.29
103411	MO TURF PAINT & FIELD GRAPHICS	MATERIALS & SUPPLIES	899.62	899.62
103412	MOODY'S INVESTORS SERVICE	2019-A,1 RATING CALL	19,000.00	19,000.00
103413	MUSIC THEATRE INTERNATIONAL	THE DROWSY CHAPERONE SHOW	400.00	400.00
103414	O REILLY AUTO PARTS, USE VDR # 01	VEHICLE MAINT VEHICLE MAINT.	73.76 55.95	129.71
103415	O'REILLY AUTO PARTS	MATERIALS & SUPPLIES	127.99	127.99
103416	PEPSI BEVERAGES COMPANY	BEVERAGES	382.46	382.46
103417	PHILLIPS III, FRED	THE FIRST TEE FALL SESSION	168.75	168.75

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103418	PROFESSIONAL TURF PRODUCTS	NUT-CLINCH	8.38	<b>8.38</b>
103419	Q4 INDUSTRIES LLC	FACILITY SUPPLIES	324.99	<b>324.99</b>
103420	RAMAIR INC	HVAC FILTERS	28.48	<b>28.48</b>
103421	RANCH MART ACE HARDWARE	MATERIALS & SUPPLIES	15.99	
		EQUIP. MAINT. SUPPLIES	0.96	
		BUILDING/GROUNDS MAINT.	25.96	
		BUILDING/GROUNDS MAINT.	8.99	
		BUILDING & GROUNDS	12.99	<b>64.89</b>
103422	REEVES WIEDEMAN COMPANY	BUILDING/GROUNDS MAINT.	186.27	<b>186.27</b>
103423	REINDERS INC	4 PALLETS OF FESCUE GRASS SEED	2,500.00	<b>2,500.00</b>
103424	REINHART FOODSERVICE	PREPARED FOOD	829.96	<b>829.96</b>
103425	ROMA BAKERY	PREPARED FOOD	93.40	
		PREPARED FOOD	39.54	<b>132.94</b>
103426	SAFE KIDS WORLDWIDE	2019 CERTIFICATION FEES~	190.00	<b>190.00</b>
103427	SELECTURF INC	ZOYSIA SOD FOR 4,14,18 TEES	5,322.20	<b>5,322.20</b>
103428	SHERWIN WILLIAMS CO	MATERIALS & SUPPLIES	-26.48	
		MATERIALS & SUPPLIES	67.71	<b>41.23</b>
103429	SHRED-IT USA LLC	SHREDDING SERVICE	367.83	<b>367.83</b>
103430	SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	81.18	<b>81.18</b>
103431	STAPLES BUSINESS ADVANTAGE	MATERIALS & SUPPLIES	133.23	
		MATERIALS & SUPPLIES	23.72	
		OFFICE SUPPLIES	166.98	
		OFFICE SUPPLIES	25.86	<b>349.79</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103432	SUBURBAN LAWN & GARDEN INC	BLDG/GROUND SUPPLIES	238.78	
		BLDG/GROUND SUPPLIES	152.66	
		BLDG/GROUND SUPPLIES	200.33	
		BLDG/GROUND SUPPLIES	500.14	
		BUILDING/GROUNDS MAINT.	71.98	
		YARD WASTE TIP FEE	18.00	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	26.00	
		BLDG/GROUND SUPPLIES	7.62	
		BLDG/GROUND SUPPLIES	7.62	<b>1,253.13</b>
103433	SUMNERONE	EQUIP/MAINT SERVICE	61.75	<b>61.75</b>
103434	SUNFLOWER PEST SOLUTIONS INC	PEST SERVICES	120.00	<b>120.00</b>
103435	SUPERIOR VISION SERVICES INC	SEPTEMBER 2019 VISION PREMIUM	1,950.80	<b>1,950.80</b>
103436	SYSCO FOOD SERVICE OF KC INC	PREPARED FOODS	792.52	<b>792.52</b>
103437	TIME WARNER CABLE	INTERNET	224.98	<b>224.98</b>
103438	TIME WARNER CABLE	CABLE	39.43	<b>39.43</b>
103439	TOPCON SOLUTIONS STORE	MATERIALS & SUPPLIES	189.60	<b>189.60</b>
103440	TRANSIMPEX TRANSLATORS INC	INTERPRETATION SERVICE	256.00	
		INTERPRETATION SERVICE	309.00	<b>565.00</b>
103441	TURNBOW, KALLIE	TRAVEL ADVANCE - K.TURNBOW	154.00	<b>154.00</b>
103442	UNUM LIFE INSURANCE CO	SEPTEMBER 2019 LTC PREMIUM	999.60	<b>999.60</b>
103443	VALIDITY SCREENING SOLUTIONS	POST OFFER BACKGROUND CHECKS	179.30	
		ANNUAL MVR - DRIVING RECORDS	117.00	
		PD POST OFFER CREDIT CHECKS	20.00	<b>316.30</b>
103444	VANCE BROS INC	ASPHALT	936.00	<b>936.00</b>
103445	VERIZON WIRELESS	PHONE SERVICE	4,048.97	<b>4,048.97</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103446	WALKER TOWEL & UNIFORM SERVICE	MAT CLEANING	104.71	<b>104.71</b>
103447	WAL-MART COMMUNITY BRC	MATERIALS & SUPPLIES	55.69	<b>55.69</b>
103448	WATER DISTRICT 1 JO CO	WATER SERVICE	106.40	
		WATER SERVICE	77.90	
		WATER SERVICE	97.14	<b>281.44</b>
1070919	KC POWER & LIGHT CO	POWER SERVICE	246.06	<b>246.06</b>
3300919	KC POWER & LIGHT CO	POWER SERVICE	43.70	<b>43.70</b>
7280919	KC POWER & LIGHT CO	POWER SERVICE	216.31	<b>216.31</b>
7360919	KC POWER & LIGHT CO	POWER SERVICE	124.73	<b>124.73</b>
8810919	KC POWER & LIGHT CO	POWER SERVICE	145.54	<b>145.54</b>
9242019	KANSAS GAS SERVICE	GAS SERVICES	1,216.74	<b>1,216.74</b>
9400919	KC POWER & LIGHT CO	POWER SERVICE	129.45	<b>129.45</b>
9990919	KC POWER & LIGHT CO	POWER SERVICE	1,911.45	<b>1,911.45</b>
0670919	KC POWER & LIGHT CO	POWER SERVICE	147.02	<b>147.02</b>
11510919	KC POWER & LIGHT CO	POWER SERVICE	203.46	<b>203.46</b>
2170919	KC POWER & LIGHT CO	POWER SERVICE	256.00	<b>256.00</b>
3260919	KC POWER & LIGHT CO	POWER SERVICE	37.81	<b>37.81</b>
7060919	KC POWER & LIGHT CO	POWER SERVICE	302.86	<b>302.86</b>
7130919	KC POWER & LIGHT CO	POWER SERVICE	87.25	<b>87.25</b>
7900919	KC POWER & LIGHT CO	POWER SERVICE	107.35	<b>107.35</b>
8030919	KC POWER & LIGHT CO	POWER SERVICE	274.51	<b>274.51</b>
8190919	KC POWER & LIGHT CO	POWER SERVICE	108.20	<b>108.20</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
8840919	KC POWER & LIGHT CO	POWER SERVICE	179.25	<b>179.25</b>
8970919	KC POWER & LIGHT CO	POWER SERVICE	156.32	<b>156.32</b>
10400919	KC POWER & LIGHT CO	POWER SERVICE	3,511.57	<b>3,511.57</b>
10820919	KC POWER & LIGHT CO	POWER SERVICE	208.73	<b>208.73</b>
10860919	KC POWER & LIGHT CO	POWER SERVICE	59.95	<b>59.95</b>
12110919	KC POWER & LIGHT CO	POWER SERVICE	20.62	<b>20.62</b>
13160919	KC POWER & LIGHT CO	POWER SERVICE	180.79	<b>180.79</b>
15640919	KC POWER & LIGHT CO	POWER SERVICE	51.19	<b>51.19</b>
15750919	KC POWER & LIGHT CO	POWER SERVICE	146.98	<b>146.98</b>
15850919	KC POWER & LIGHT CO	POWER SERVICE	116.98	<b>116.98</b>
16330919	KC POWER & LIGHT CO	POWER SERVICE	253.31	<b>253.31</b>
16440919	KC POWER & LIGHT CO	POWER SERVICE	61.02	<b>61.02</b>
16450919	KC POWER & LIGHT CO	POWER SERVICE	129.41	<b>129.41</b>
16760919	KC POWER & LIGHT CO	POWER SERVICE	275.28	<b>275.28</b>
16790919	KC POWER & LIGHT CO	POWER SERVICE	81.19	<b>81.19</b>
16870919	KC POWER & LIGHT CO	POWER SERVICE	245.93	<b>245.93</b>
18590919	KC POWER & LIGHT CO	POWER SERVICE	35.27	<b>35.27</b>
19170919	KC POWER & LIGHT CO	POWER SERVICE	145.24	<b>145.24</b>
10360919	KC POWER & LIGHT CO	POWER SERVICE	112.38	<b>112.38</b>
11460919	KC POWER & LIGHT CO	POWER SERVICE	282.55	<b>282.55</b>
12040919	KC POWER & LIGHT CO	POWER SERVICE	292.12	<b>292.12</b>
12870919	KC POWER & LIGHT CO	POWER SERVICE	185.19	<b>185.19</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
14670919	KC POWER & LIGHT CO	POWER SERVICE	1,739.35	<b>1,739.35</b>
15180919	KC POWER & LIGHT CO	POWER SERVICE	161.26	<b>161.26</b>
15640919	KC POWER & LIGHT CO	POWER SERVICE	170.47	<b>170.47</b>
15650919	KC POWER & LIGHT CO	POWER SERVICE	147.41	<b>147.41</b>
15720919	KC POWER & LIGHT CO	POWER SERVICE	79.15	<b>79.15</b>
16120919	KC POWER & LIGHT CO	POWER SERVICE	43.40	<b>43.40</b>
17140919	KC POWER & LIGHT CO	POWER SERVICE	295.40	<b>295.40</b>
19070919	KC POWER & LIGHT CO	POWER SERVICE	105.84	<b>105.84</b>
19110919	KC POWER & LIGHT CO	POWER SERVICE	93.36	<b>93.36</b>
19350919	KC POWER & LIGHT CO	POWER SERVICE	19.28	<b>19.28</b>
19780919	KC POWER & LIGHT CO	POWER SERVICE	50.45	<b>50.45</b>
10980919	KC POWER & LIGHT CO	POWER SERVICE	79.63	<b>79.63</b>
11480919	KC POWER & LIGHT CO	POWER SERVICE	43.48	<b>43.48</b>
13650919	KC POWER & LIGHT CO	POWER SERVICE	2,184.14	<b>2,184.14</b>
14830919	KC POWER & LIGHT CO	POWER SERVICE	4,617.39	<b>4,617.39</b>
15420919	KC POWER & LIGHT CO	POWER SERVICE	31.16	<b>31.16</b>
15720919	KC POWER & LIGHT CO	POWER SERVICE	34.63	<b>34.63</b>
10970919	KC POWER & LIGHT CO	POWER SERVICE	528.65	<b>528.65</b>
11660919	KC POWER & LIGHT CO	POWER SERVICE	47.02	<b>47.02</b>
13810919	KC POWER & LIGHT CO	POWER SERVICE	7,049.57	<b>7,049.57</b>
14940919	KC POWER & LIGHT CO	POWER SERVICE	43.60	<b>43.60</b>
15270919	KC POWER & LIGHT CO	POWER SERVICE	284.12	<b>284.12</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
i7210919	KC POWER & LIGHT CO	POWER SERVICE	144.48	144.48
i7230919	KC POWER & LIGHT CO	POWER SERVICE	91.56	91.56
i8310919	KC POWER & LIGHT CO	POWER SERVICE	45.61	45.61
i8540919	KC POWER & LIGHT CO	POWER SERVICE	333.07	333.07
i9110919	KC POWER & LIGHT CO	POWER SERVICE	286.28	286.28
i9740919	KC POWER & LIGHT CO	POWER SERVICE	216.09	216.09
i2960919	KC POWER & LIGHT CO	POWER SERVICE	232.99	232.99
i3870919	KC POWER & LIGHT CO	POWER SERVICE	230.63	230.63
i5720919	KC POWER & LIGHT CO	POWER SERVICE	258.55	258.55
i6270919	KC POWER & LIGHT CO	POWER SERVICE	45.53	45.53
i6290919	KC POWER & LIGHT CO	POWER SERVICE	179.54	179.54
i6720919	KC POWER & LIGHT CO	POWER SERVICE	77.70	77.70
i7500919	KC POWER & LIGHT CO	POWER SERVICE	83.85	83.85
i8840919	KC POWER & LIGHT CO	POWER SERVICE	49.06	49.06
'0800919	KC POWER & LIGHT CO	POWER SERVICE	70.55	70.55
'3400919	KC POWER & LIGHT CO	POWER SERVICE	201.13	201.13
'3730919	KC POWER & LIGHT CO	POWER SERVICE	114.91	114.91
'5300919	KC POWER & LIGHT CO	POWER SERVICE	182.47	182.47
'8300919	KC POWER & LIGHT CO	POWER SERVICE	235.91	235.91
'8420919	KC POWER & LIGHT CO	POWER SERVICE	166.15	166.15
'9560919	KC POWER & LIGHT CO	POWER SERVICE	34.57	34.57
'9980919	KC POWER & LIGHT CO	POWER SERVICE	297.40	297.40

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
10370919	KC POWER & LIGHT CO	POWER SERVICE	72.18	<b>72.18</b>
10920919	KC POWER & LIGHT CO	POWER SERVICE	137.36	<b>137.36</b>
13410919	KC POWER & LIGHT CO	POWER SERVICE	177.45	<b>177.45</b>
15880919	KC POWER & LIGHT CO	POWER SERVICE	100.21	<b>100.21</b>
15950919	KC POWER & LIGHT CO	POWER SERVICE	75.61	<b>75.61</b>
19350919	KC POWER & LIGHT CO	POWER SERVICE	200.14	<b>200.14</b>
19740919	KC POWER & LIGHT CO	POWER SERVICE	74.13	<b>74.13</b>
19990919	KC POWER & LIGHT CO	POWER SERVICE	134.15	<b>134.15</b>
13940919	KC POWER & LIGHT CO	POWER SERVICE	73.54	<b>73.54</b>
14310919	KC POWER & LIGHT CO	POWER SERVICE	162.45	<b>162.45</b>
15690919	KC POWER & LIGHT CO	POWER SERVICE	188.90	<b>188.90</b>
16470919	KC POWER & LIGHT CO	POWER SERVICE	47.29	<b>47.29</b>
17540919	KC POWER & LIGHT CO	POWER SERVICE	414.58	<b>414.58</b>
19380919	KC POWER & LIGHT CO	POWER SERVICE	129.22	<b>129.22</b>
19500919	KC POWER & LIGHT CO	POWER SERVICE	247.79	<b>247.79</b>
19910919	KC POWER & LIGHT CO	POWER SERVICE	267.93	<b>267.93</b>
11709191	KC POWER & LIGHT CO	POWER SERVICE	66.34	<b>66.34</b>
11009191	KC POWER & LIGHT CO	POWER SERVICE	108.53	<b>108.53</b>
19009191	KC POWER & LIGHT CO	POWER SERVICE	117.62	<b>117.62</b>

199 checks in this report.

Grand Total All Checks: 576,302.55

**CITY OF LEAWOOD**  
**Check Date 10/02/2019**  
**Ordinance 2019-39**

**Final Check List**

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103449	ABOGADOS PARKER & PARKER PA	CITY OF LEAWOOD V JUAN C.LOZANO	253.00	253.00
103450	ACUSHNET CO - TITLEIST	GOLF SHOP MERCHANDISE	873.37	
		GOLF SHOP MERCHANDISE	151.49	
		GOLF SHOP MERCHANDISE	541.71	1,566.57
103451	ADP LLC	ADP ENHANCED TIME AND ATTENDANCE	3,009.20	3,009.20
103452	ALPINE LITHO-GRAPHICS INC	PRINTING AND BINDING	192.00	192.00
103453	APAC KANSAS INC	LANDFILL FEE	88.00	
		LANDFILL FEE	88.00	176.00
103454	ARENAS, LALO	TRAVEL ADVANCE - L. ARENAS	100.00	100.00
103455	ARTHUR J GALLAGHER RISK MGMNT	19-20 ENVIRONMENTAL LIABILITY RENEWAL	1,488.09	
		2018 AUTO ADJUSTMENT	5,573.00	7,061.09
103456	AT&T	PHONE SERVICE	318.21	318.21
103457	AT&T INTERNET	INTERNET	204.61	204.61
103458	AT&T INTERNET	INTERNET	202.25	202.25
103459	AT&T INTERNET	U-VERSE INTERNET & TV	200.82	200.82
103460	AT&T INTERNET	U-VERSE INTERNET & TV	200.82	200.82
103461	BERNIE ELECTRIC WHOLESALE INC	EQUIP. MAINT. SUPPLIES	127.84	
		EQUIP. MAINT. SUPPLIES	81.29	
		EQUIP. MAINT. SUPPLIES	114.24	323.37
103462	BEST, ANNIE	POSTAGE FOR SAVE THE DATE CARDS - I-LAN	86.80	86.80
103463	BOUND TREE MEDICAL LLC	EQUIP. MAINT. SUPPLIES	154.68	154.68

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103464	BURNS & MCDONNELL ENGINEERING	2016 ENGINEERING SERVICES ON 143RD ST: E	15,733.16	<b>15,733.16</b>
103465	BWI COMPANIES INC	PYLEX HERBICIDE	511.68	
		SOLUGREEN AMMON. SULPHATE~	316.18	<b>827.86</b>
103466	C & C GROUP DIVISIONS	EQUIP. MAINT. SUPPLIES	335.00	
		EQUIP. MAINT. SUPPLIES	380.00	
		CITY FACILITY MAINT.	540.28	
		BUILDING MAINTENANCE SERVICE	635.00	<b>1,890.28</b>
103467	CDW GOVERNMENT INC	VEEAM SUPPORT RENEWAL	4,586.40	<b>4,586.40</b>
103468	CENTRAL SALT	ROAD SALT FOR WINTER SEASON ORDERING	1,494.89	
		ROAD SALT FOR WINTER SEASON ORDERING	7,954.33	
		ROAD SALT FOR WINTER SEASON ORDERING	3,193.47	
		ROAD SALT FOR WINTER SEASON ORDERING	3,191.17	
		ROAD SALT FOR WINTER SEASON ORDERING	1,479.93	
		ROAD SALT FOR WINTER SEASON ORDERING	5,872.53	
		ROAD SALT FOR WINTER SEASON ORDERING	6,054.93	
		ROAD SALT FOR WINTER SEASON ORDERING	4,760.28	
		ROAD SALT FOR WINTER SEASON ORDERING	1,500.07	
		ROAD SALT FOR WINTER SEASON ORDERING	4,623.34	
		ROAD SALT FOR WINTER SEASON ORDERING	4,621.04	<b>44,745.98</b>
103469	CHALLENGER SPORTS	SOCCER JERSEYS FALL 2019	1,957.50	<b>1,957.50</b>
103470	CHETS LOCK & KEY	BUILDING SECURE KEYING REPAIR	107.50	
		BUILDING KEYS	33.72	
		VEHICLE SUPPLIES	16.60	
		BUILDING/GROUNDS MAINT.	134.55	
		MATERIALS & SUPPLIES	3.98	<b>296.35</b>
103471	CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	42.20	<b>42.20</b>
103472	CONTINENTAL CONSULTING ENGNRS	ENGINEERING FOR 2019 RES. RECON-CONTINEN	4,949.08	<b>4,949.08</b>
103473	CORPORATE ARMOR TECH LLC	REPLACEMENT BARRACUDA	2,329.19	<b>2,329.19</b>
103474	CREATIVE CARNIVALS & EVENTS	TRACKLESS TRAIN/SOCCER DARTS	550.00	<b>550.00</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103475	DATCO INC	UNIFORMS	294.25	<b>294.25</b>
103476	DOG WASTE DEPOT	34 CASES	1,426.28	<b>1,426.28</b>
103477	E EDWARDS WORK WEAR INC	UNIFORM/CLOTHING	286.08	<b>286.08</b>
103478	ECOLAB PEST ELIMINATION	PEST CONTROL	102.41	<b>102.41</b>
103479	ENTENMANN-ROVIN CO	DUTY BADGE	125.25	<b>125.25</b>
103480	ESRI	SOFTWARE MAINTENANCE - ARCGIS PRODUCTS	13,187.40	<b>13,187.40</b>
103481	EVENTPRO360 LLC	EVENTPRO SYSTEM 2ND INSTALL.	470.00	<b>470.00</b>
103482	EVERLASTING SIGN ART	EQUIP. MAINT. SUPPLIES	31.00	<b>31.00</b>
103483	EXCEL LINEN SUPPLY	LINEN CLEANING LINEN CLEANING	36.79 253.39	<b>290.18</b>
103484	EZLINKS GOLF LLC	ONLINE TEE TIMES	397.50	<b>397.50</b>
103485	FACE PAINT BY ENI	FACE PAINTING SERVICES	410.00	<b>410.00</b>
103486	FISHER PATTERSON SAYLER	LEGAL FEES	572.50	<b>572.50</b>
103487	FORCE AMERICA LLC	VEHICLE OPERATIONS/MAINT.	79.88	<b>79.88</b>
103488	FORESTRY SUPPLIERS INC	UNIFORM/CLOTHING	65.21	<b>65.21</b>
103489	FOX, JULIE	FALL FESTIVAL ENTERTAINMENT	195.00	<b>195.00</b>
103490	GALLS LLC	UNIFORMS	251.99	<b>251.99</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103491	GALLS LLC	UNIFORM SHIRTS	147.16	
		UNIFORM SHIRTS	149.34	
		UNIFORM SHIRTS	49.47	
		UNIFORM PANTS	102.74	
		UNIFORM PANTS	142.80	
		UNIFORM PANTS	142.80	
		UNIFORM SHIRTS	73.58	
		UNIFORM SHIRTS	73.58	
		UNIFORM SHIRTS	49.47	
		UNIFORM SHIRTS	149.34	<b>1,080.28</b>
103492	GOLFNOW LLC	GOLFNOW COMMISSIONS	900.00	
		GOLFNOW COMMISSIONS	900.00	
		GOLFNOW COMMISSIONS	385.92	<b>2,185.92</b>
103493	GPSI LEASING II - ACCORD LLC	GOLF CAR GPS SERVICES FOR 2019	1,628.00	<b>1,628.00</b>
103494	GRAINGER INC	UNIFORM/CLOTHING	50.94	
		UNIFORM/CLOTHING	64.16	
		EQUIP. MAINT. SUPPLIES	290.68	
		EQUIP. MAINT. SUPPLIES	72.67	
		MATERIALS & SUPPLIES	252.20	<b>730.65</b>
103495	GRASS PAD INC	BLDG/GROUND SUPPLIES	21.54	<b>21.54</b>
103496	GREAT PLAINS ROOFING, BLDG O	ROOF REPRS-IRONHORSE~	1,755.00	
		ROOF REPRS-PARKS BUILDING~	1,750.58	
		ROOF REPRS-CITY HALL,PW BLDG	1,050.40	
		EQUIP. MAINT. SUPPLIES	458.84	
		ROOF REPRS-JUSTICE CENTER	556.56	
		ROOF REPRS-FS #3	500.45	<b>6,071.83</b>
103497	GUIER FENCE CO	MATERIALS & SUPPLIES	123.26	<b>123.26</b>
103498	HAWLEY, JARRETT	TRAINING	243.00	<b>243.00</b>
103499	HICCUP PRODUCTIONS INC	FALL FESTIVAL ENTERTAINMENT	450.00	<b>450.00</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103500	HILLMAN, WILLIAM COOPER	THE FIRST TEE FALL SESSION	96.00	<b>96.00</b>
103501	INLAND TRUCK PARTS COMPANY	VEHICLE OPERATIONS/MAINT.	266.60	<b>266.60</b>
103502	INTERSTATE ELECTRICAL SUPPLY	MATERIAL & SUPPLIES	279.03	
		MATERIAL & SUPPLIES	229.56	<b>508.59</b>
103503	J M FAHEY CONSTRUCTION CO	ASPHALT	547.40	
		ASPHALT	512.21	
		BLANKET PO FOR 2019 ASPHALT -	1,614.04	<b>2,673.65</b>
103504	JO CO WASTEWATER	WASTEWATER SERVICE	103.33	
		WASTEWATER SERVICE	163.16	
		WASTEWATER SERVICE	77.55	
		WASTEWATER SERVICE	130.61	<b>474.65</b>
103505	KELLER FIRE & SAFETY	EQUIPMENT MAINT	534.13	<b>534.13</b>
103506	KIERL-LATENSER, MARY	INSTRUCTOR FEES	300.00	<b>300.00</b>
103507	KIMBALL MIDWEST	COURSE MAINTENANCE SUPPLIES	407.87	<b>407.87</b>
103508	KINCAID READY MIX	CONCRETE	629.75	
		CONCRETE	772.88	<b>1,402.63</b>
103509	KITCHEN SOLUTIONS, FILTA ENVIRONMEN	FILTAFRY SERVICE	45.00	<b>45.00</b>
103510	KLAMM, SCOTT	FALL FESTIVAL - MOON-PIE BAND	350.00	<b>350.00</b>
103511	LAWN-CORPS, INC	MATERIALS & SUPPLIES	30.00	<b>30.00</b>
103512	LAWSON PRODUCTS INC	MISCELLANEOUS SUPPLIES (WIRES, NUTS,	1,808.88	
		MATERIALS & SUPPLIES	327.90	<b>2,136.78</b>
103513	LEAWOOD CHAMBER OF COMMERCE	YP PANEL EVENT: CAREER SUCCESS	15.00	<b>15.00</b>
103514	LEVEL 3 COMMUNICATIONS LLC	INTERNET SERVICE	2,614.35	<b>2,614.35</b>
103515	MAD SCIENCE OF GREATER KC	HALLOWEEN SHOW	337.50	<b>337.50</b>
103516	MCANANY CONSTRUCTION INC	2019 RESIDENTIAL MILL & OVERLAY	288,866.80	<b>288,866.80</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103517	MICRO CENTER AR	MATERIALS & SUPPLIES	51.86	<b>51.86</b>
103518	MISSION ELECTRONICS INC	EXTENDED SERVICE CONTRACT FOR AV EXTENDED SERVICE CONTRACT FOR AV	2,850.00 3,495.00	<b>6,345.00</b>
103519	MO MUNICIPAL LEAGUE	ONLINE JOB POSTING - CITY CLERK	45.00	<b>45.00</b>
103520	MONSON, BETTE	I-LAN LUNAR DINNER EXPENSES	377.25	<b>377.25</b>
103521	MURPHY TRACTOR & EQUIPMENT CO	EQUIP. MAINT. SUPPLIES EQUIP. MAINT. SUPPLIES	233.00 113.13	<b>346.13</b>
103522	MYSIDEWALK INC	ADMIN. CONTRACTURAL SERVICES	500.00	<b>500.00</b>
103523	NEXT TO NATURE LANDSCAPE LLC	PARKS TRAFFIC MEDIAN MOWING CONTRACT	9,176.00	<b>9,176.00</b>
103524	NIGROS WESTERN STORE # 2	UNIFORM/CLOTHING UNIFORM/CLOTHING	391.00 421.00	<b>812.00</b>
103525	O REILLY AUTO PARTS, USE VDR # 011406	VEHICLE MAINT.	3.92	<b>3.92</b>
103526	OBIJI, MISHEA	CLEANING	200.00	<b>200.00</b>
103527	OLATHE FIRE DEPT	TRAINING	1,650.00	<b>1,650.00</b>
103528	OLSSON INC	2016 ENG DESIGN SERIVCES/PATRICIAN	3,017.50	<b>3,017.50</b>
103529	OPTIV SECURITY INC	DISPATCH TOKENS	965.96	<b>965.96</b>
103530	O'REILLY AUTO PARTS	COURSE MAINT. SUPPLIES EQUIP. MAINT. SERVICES VEHICLE OPERATIONS/MAINT. VEHICLE OPERATIONS/MAINT. VEHICLE OPERATIONS/MAINT.	17.95 3.92 -44.70 12.13 27.98	<b>17.28</b>
103531	PARAMOUNT PONY	FALL FESTIVAL ENTERTAINMENT	410.00	<b>410.00</b>
103532	PARKER, JASON	TRAVEL RECONCILIATION - J.PARKER	15.00	<b>15.00</b>
103533	PATTI BANKS ASSOCIATES, VIREO	CITY PARK N/S LOOP TRAILHEADS OPTIONS	1,300.00	<b>1,300.00</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103534	PEPSI BEVERAGES COMPANY	BEVERAGES	425.75	<b>425.75</b>
103535	PEPSI BEVERAGES COMPANY	BEVERAGES	228.78	<b>228.78</b>
103536	PETTY CASH - CITY OF LEAWOOD	IRONWOODS FALL FEST	400.00	<b>400.00</b>
103537	PRIME INDUSTRIAL PRODUCTS INC	MATERIALS & SUPPLIES	81.90	<b>81.90</b>
103538	PROFESSIONAL TURF PRODUCTS	MODULE-CONTROL, STANDARD	245.21	<b>245.21</b>
103539	Q4 INDUSTRIES LLC	MATERIALS & SUPPLIES	224.70	<b>224.70</b>
103540	RANCH MART ACE HARDWARE	MATERIALS & SUPPLIES	0.95	
		MATERIALS & SUPPLIES	93.98	
		MATERIALS & SUPPLIES	31.33	
		MATERIALS & SUPPLIES	44.15	<b>170.41</b>
103541	REED, KEVIN	TRAVEL RECONCILIATION - K.REED	15.00	<b>15.00</b>
103542	REEVES WIEDEMAN COMPANY	EQUIP. MAINT. SUPPLIES	98.00	
		MATERIALS & SUPPLIES	202.90	<b>300.90</b>
103543	REGIONAL JUSTICE INFORMATION	LEWEB SUBSCRIPTION FEE	87.01	<b>87.01</b>
103544	REINDERS INC	4 PALLETS OF FESCUE GRASS SEED	2,500.00	<b>2,500.00</b>
103545	REINHART FOODSERVICE	PREPARED FOOD	800.39	
		PREPARED FOOD	874.89	<b>1,675.28</b>
103546	RENNER, RICHARD, VODVILL ENTERTAINI	FALL FESTIVAL ENTERTAINMENT	400.00	<b>400.00</b>
103547	SAMS CLUB DIRECT	OPERATING SUPPLIES	3,341.59	<b>3,341.59</b>
103548	SAMS CLUB DIRECT	MATERIALS & SUPPLIES	614.78	<b>614.78</b>
103549	SCHUTTE LUMBER CO	MATERIALS & SUPPLIES	730.31	<b>730.31</b>
103550	SHERWIN WILLIAMS CO	MATERIALS & SUPPLIES	133.81	<b>133.81</b>
103551	SINGLE SOURCE	FALL SIGN WITH STAKES	35.00	<b>35.00</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103552	STANION WHOLESALE ELECTRIC CO	EQUIP. MAINT. SUPPLIES	68.95	
		MATERIALS & SUPPLIES	-23.08	<b>45.87</b>
103553	STAPLES BUSINESS ADVANTAGE	MATERIALS & SUPPLIES	28.30	
		MATERIALS & SUPPLIES	179.00	
		MATERIALS & SUPPLIES	235.56	
		MATERIALS & SUPPLIES	61.43	
		MATERIALS & SUPPLIES	32.45	
		MATERIALS & SUPPLIES	54.24	
		MATERIALS & SUPPLIES	-18.26	
		MATERIALS & SUPPLIES	90.33	
		MATERIALS & SUPPLIES	38.86	
		MATERIALS & SUPPLIES	45.02	
		EXPENDABLE EQUIP.	152.35	
		MATERIALS & SUPPLIES	152.20	
		MATERIALS & SUPPLIES	-13.23	
		MATERIALS & SUPPLIES	32.21	
		OFFICE SUPPLIES	39.36	
		OFFICE SUPPLIES	120.66	<b>1,230.48</b>
103554	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE	40.00	
		TOPSOIL	63.26	<b>103.26</b>
103555	SUMMIT TRUCK GROUP	VEHICLE OPERATIONS/MAINT.	116.07	
		EQUIP. MAINT. SUPPLIES	81.76	<b>197.83</b>
103556	TIDE DRY CLEANERS	UNIFORM CLEANING	13.12	<b>13.12</b>
103557	TIME WARNER CABLE	INTERNET	264.98	<b>264.98</b>
103558	TIME WARNER CABLE	CABLE	176.12	<b>176.12</b>
103559	TIME WARNER CABLE	CABLE	53.46	<b>53.46</b>
103560	TIME WARNER CABLE	CABLE	36.80	<b>36.80</b>
103561	TORO COMPANY - NSN, THE	MONTHLY EQUIPMENT	187.20	
		MYTURF-PRO	65.00	<b>252.20</b>

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103562	TRUSTMARK VOLUNTARY BENEFIT	SEPTEMBER 2019 TRUSTMARK PREMIUM	4,191.66	<b>4,191.66</b>
103563	UNITED COMMUNITY SERVICES	2019 HUMAN SERVICE FUND - QUARTERLY	3,750.00	<b>3,750.00</b>
103564	VAN-WALL EQUIPMENT INC	BACKPLATE	57.08	<b>57.08</b>
103565	WALKER TOWEL & UNIFORM SERVICE	MAT CLEANING	104.71	<b>104.71</b>
103566	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL	295.99	<b>295.99</b>
103567	WATER DISTRICT 1 JO CO	WATER SERVICE	541.99	
		WATER SERVICE	250.65	
		WATER SERVICE	590.10	
		WATER SERVICE	95.46	
		WATER SERVICE	1,574.93	
		WATER SERVICE	299.92	<b>3,353.05</b>
103568	WAYTEK INC	MATERIALS & SUPPLIES	670.29	<b>670.29</b>
103569	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	94.98	
		RECYCLING SERVICE	36.82	<b>131.80</b>
103570	WINFIELD SOLUTIONS LLC	MYSTIC BLUE	2,274.00	
		CELERO	2,788.30	
		BUILDING/GROUNDS MAINT.	-364.59	<b>4,697.71</b>
103571	WORLD FUEL SERVICES INC	BLANKET PO FOR 2019 FUEL EXPENSES:	17,917.46	<b>17,917.46</b>
381019	KC POWER & LIGHT CO	POWER SERVICE	312.14	<b>312.14</b>
611019	KC POWER & LIGHT CO	POWER SERVICE	37.30	<b>37.30</b>
1301019	KC POWER & LIGHT CO	POWER SERVICE	805.70	<b>805.70</b>
4651019	KC POWER & LIGHT CO	POWER SERVICE	127.04	<b>127.04</b>
4911019	KC POWER & LIGHT CO	POWER SERVICE	159.68	<b>159.68</b>
6771019	KC POWER & LIGHT CO	POWER SERVICE	81.36	<b>81.36</b>
6911019	KC POWER & LIGHT CO	POWER SERVICE	204.25	<b>204.25</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
10351019	KC POWER & LIGHT CO	POWER SERVICE	71.05	<b>71.05</b>
13111019	KC POWER & LIGHT CO	POWER SERVICE	27.23	<b>27.23</b>
14681019	KC POWER & LIGHT CO	POWER SERVICE	85.24	<b>85.24</b>
17271019	KC POWER & LIGHT CO	POWER SERVICE	68.23	<b>68.23</b>
19751019	KC POWER & LIGHT CO	POWER SERVICE	221.58	<b>221.58</b>
20661019	KC POWER & LIGHT CO	POWER SERVICE	18.14	<b>18.14</b>
20711019	KC POWER & LIGHT CO	POWER SERVICE	21.87	<b>21.87</b>
23851019	KC POWER & LIGHT CO	POWER SERVICE	19.09	<b>19.09</b>
28801019	KC POWER & LIGHT CO	POWER SERVICE	59.44	<b>59.44</b>
34031019	KC POWER & LIGHT CO	POWER SERVICE	150.57	<b>150.57</b>
34681019	KC POWER & LIGHT CO	POWER SERVICE	90.39	<b>90.39</b>
36721019	KC POWER & LIGHT CO	POWER SERVICE	66.89	<b>66.89</b>
38571019	KC POWER & LIGHT CO	POWER SERVICE	44.91	<b>44.91</b>
38731019	KC POWER & LIGHT CO	POWER SERVICE	239.22	<b>239.22</b>
38961019	KC POWER & LIGHT CO	POWER SERVICE	202.57	<b>202.57</b>
39291019	KC POWER & LIGHT CO	POWER SERVICE	98.51	<b>98.51</b>
39771019	KC POWER & LIGHT CO	POWER SERVICE	116.04	<b>116.04</b>
40321019	KC POWER & LIGHT CO	POWER SERVICE	185.81	<b>185.81</b>
41551019	KC POWER & LIGHT CO	POWER SERVICE	278.76	<b>278.76</b>
47131019	KC POWER & LIGHT CO	POWER SERVICE	69.17	<b>69.17</b>
48011019	KC POWER & LIGHT CO	POWER SERVICE	96.07	<b>96.07</b>
50351019	KC POWER & LIGHT CO	POWER SERVICE	44.57	<b>44.57</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
50651019	KC POWER & LIGHT CO	POWER SERVICE	180.13	180.13
53721019	KC POWER & LIGHT CO	POWER SERVICE	44.69	44.69
55021019	KC POWER & LIGHT CO	POWER SERVICE	7,300.89	7,300.89
55991019	KC POWER & LIGHT CO	POWER SERVICE	105.29	105.29
56451019	KC POWER & LIGHT CO	POWER SERVICE	65.51	65.51
57551019	KC POWER & LIGHT CO	POWER SERVICE	999.76	999.76
59511019	KC POWER & LIGHT CO	POWER SERVICE	196.07	196.07
62071019	KC POWER & LIGHT CO	POWER SERVICE	89.74	89.74
62641019	KC POWER & LIGHT CO	POWER SERVICE	300.94	300.94
63501019	KC POWER & LIGHT CO	POWER SERVICE	74.65	74.65
63591019	KC POWER & LIGHT CO	POWER SERVICE	48.53	48.53
64981019	KC POWER & LIGHT CO	POWER SERVICE	28.21	28.21
69341019	KC POWER & LIGHT CO	POWER SERVICE	75.73	75.73
69771019	KC POWER & LIGHT CO	POWER SERVICE	132.62	132.62
70491019	KC POWER & LIGHT CO	POWER SERVICE	35.52	35.52
72501019	KC POWER & LIGHT CO	POWER SERVICE	139.06	139.06
75371019	KC POWER & LIGHT CO	POWER SERVICE	97.80	97.80
77651019	KC POWER & LIGHT CO	POWER SERVICE	31.96	31.96
78941019	KC POWER & LIGHT CO	POWER SERVICE	81.84	81.84
80801019	KC POWER & LIGHT CO	POWER SERVICE	90.47	90.47
82441019	KC POWER & LIGHT CO	POWER SERVICE	46.74	46.74
83171019	KC POWER & LIGHT CO	POWER SERVICE	21.07	21.07

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
85341019	KC POWER & LIGHT CO	POWER SERVICE	32.67	<b>32.67</b>
86161019	KC POWER & LIGHT CO	POWER SERVICE	3,288.16	<b>3,288.16</b>
90641019	KC POWER & LIGHT CO	POWER SERVICE	21.08	<b>21.08</b>
92021019	KC POWER & LIGHT CO	POWER SERVICE	570.17	<b>570.17</b>
93711019	KC POWER & LIGHT CO	POWER SERVICE	71.15	<b>71.15</b>
97791019	KC POWER & LIGHT CO	POWER SERVICE	17,319.30	<b>17,319.30</b>
99781019	KC POWER & LIGHT CO	POWER SERVICE	56.21	<b>56.21</b>

181 checks in this report.

**Grand Total All Checks: 533,672.36**

<b>Regular Meeting</b>	<b>THE LEAWOOD CITY COUNCIL</b>	<b>September 16, 2019</b>
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Minutes

DVD No. 448

The City Council of the City of Leawood, Kansas, met in regular session in the Council Chambers, 4800 Town Center Drive, 7:30 P.M. on Monday, September 16, 2019. Mayor Peggy Dunn presided.

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

**Councilmembers Absent:** Chuck Sipple

<p><b>Staff Present:</b> Scott Lambers, City Administrator          David Ley, Public Works Director          Chris Claxton, Parks &amp; Recreation Director          Mike Pelger, Info. Services Specialist II          Nic Sanders, Human Resources Director          April Bishop, Cultural Arts Coordinator          Deputy Chief Jarrett Hawley, Fire Dept.          Deputy Chief Colin Fitzgerald, Fire Dept.          Richard Coleman, Community Dev. Director          Debra Harper, City Clerk</p>	<p>Patty Bennett, City Attorney          Chief Troy Rettig, Police Department          Dawn Long, Finance Director          Ross Kurz, Info. Services Director          Chief Dave Williams, Fire Department          Brian Anderson, Parks Superintendent          Marcia Knight, Asst. City Attorney          Mark Klein, Planning Official          Cindy Jacobus, Asst. City Clerk</p>
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**Others Present:** Kevin Jeffries, President, Chief Executive Officer and Director of Economic Development, Leawood Chamber of Commerce

- 1. PLEDGE OF ALLEGIANCE
- 2. APPROVAL OF AGENDA

Mayor Dunn noted additional documentation had been provided for Agenda Item 12.

**A motion to approve the agenda was made by Councilmember Harrison; seconded by Councilmember Cain. 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 citizens who had signed in to speak on Agenda Item 13. would address the Governing Body when the item was reached on the agenda.

Mr. William Copeland, 8901 Mohawk Road, stated the City is replacing Mohawk Road in his area. He first became aware of the project only after receiving a letter stating the City wanted to replace more of his driveway past the easement, which he refused as there is a metal sensor and water pipe under his driveway. A neighbor alerted him when workers were cutting into his driveway. Both the contractor and City Inspector on site were advised they had no permission to do so. A large portion of the driveway was removed and chunks of concrete fell into the open hole and bent the water pipe. He was told he was on his own in this regard by Mr. Tom Klotz of the City's Public Works Department. He was without water for two days, which made caring for a handicapped family member difficult.

Mr. Klotz agreed rebar would be put back in, but this was not communicated to the contractor. After this contractor miscommunication, rebar was added and raised so it would be in the middle of the concrete thickness and a centered metal sensor added. None of the workers spoke English and he does not speak Spanish, so he could not get them to stop.

Finally, the new curb installed was not allowed to properly cure and was crushed by pull-in of a vehicle. He asked if the City could replace the damaged curb, and Mr. Klotz stated he thought there were 12 others broken on the street and these could be filled with asphalt. Further damage to the curb occurs as more cars drive on it, and it is doubtful an asphalt repair will work. Mr. Copeland stated he had spoken with Councilmember Osman regarding this situation. Mr. Copeland stated he did not know where to go with this and he was at the City's mercy.

Mayor Dunn thanked Mr. Copeland, stating his remarks were on the record, and Public Works Director Mr. Ley was present and likely to review the situation as soon as possible. She was sorry for Mr. Copeland's inconvenience.

**4. PROCLAMATIONS Constitution Week, September 17-23, 2019**

Mayor Dunn read the proclamation into the record. The proclamation has been mailed to the requestor.

**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**

Mr. Kevin Jeffries thanked Mayor Dunn and the Council, and he asked award recipient Dr. Rafie Hamidpour, President of PARS Consulting/PARS Bioscience, to come forward. Mr. Jeffries stated he was pleased to present the Regional Business Appreciation Month award to Leawood-based business PARS Consulting/Pars Bioscience. A Kansas Department of Commerce panel selects businesses to receive the regional award to recognize excellence in job creation, new area science and out-of-state business generation.

The PARS family of companies was established in Kansas in 1996 and now has offices in Kansas, California, Washington DC, and Missouri. In 2009, they built their headquarters in Leawood in the business park located near 141<sup>st</sup> Street and Kenneth Road. Dr. Hamidpour and his family have lived in Leawood since 2004.

PARS Bioscience conducts pharmacological research and is dedicated to developing herb-based formulations to treat a variety of diseases. Their products do not contain synthesized medicines and all promote healthy living. They have developed 50 products and currently several are moving towards market introduction to treat a variety of conditions such as irritable bowel syndrome, weight loss and liver disease.

Mr. Jeffries stated Dr. Hamidpour shared with him that he enjoys learning; this is certainly evident in the number of patents he holds and his wide variety of business pursuits. Mr. Jeffries stated it was a pleasure to present Dr. Hamidpour the award on behalf of the Kansas Department of Commerce and the Leawood Chamber of Commerce Economic Development Council.

Meeting attendees offered a round of applause.

Dr. Hamidpour thanked the Governing Body and Mr. Jeffries. He stated he came to the United States over 30 years ago and being here has been good for him. He introduced his family in attendance. His wife is physician and daughter a third-year medical student at the University of Missouri-Kansas City.

Mayor Dunn thanked attendees and Mr. Jeffries for the presentation.

**6. SPECIAL BUSINESS – None**

**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 133<sup>rd</sup> Street to 143<sup>rd</sup> Street [Project # 80175]
- M. **Resolution No. 5248**, 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 No. 5249**, 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 83<sup>rd</sup> Street and 95<sup>th</sup> Street [Phase II] [Project # 72054]
- O. **Resolution No. 5250**, 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 No. 5251**, 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 No. 5252**, 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 Trail [Project # 71028]
- R. **Resolution No. 5253**, approving a Revised Final Plat for Stone Ledge Lots 1-3 Replat, located north of 154<sup>th</sup> Street and east of Nall Avenue. (PC Case 75-19) *[from the August 27, 2019 Planning Commission meeting]*
- S. **Resolution No. 5254**, approving a Revised Final Plan for Hallbrook East Village – Fences and Walls, located south of 112<sup>th</sup> Terrace and west of State Line Road. (PC Case 84-19) *[from the August 27, 2019 Planning Commission meeting]*
- T. **Resolution No. 5255**, 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

Councilmember Osman requested Consent Agenda Item 7.P. be pulled.

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

Councilmember Larson requested Consent Agenda Item 7.V. be pulled.

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

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

- 7.P. **Resolution No. 5251**, 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]

Councilmember Osman asked if the item was separate or part of the \$8 Million application submitted by Johnson and Wyandotte Counties to the Federal Emergency Management Agency [FEMA] for funding of park land or areas damaged by flooding from two major rainfall events in August.

Mr. Lambers stated he would defer to Ms. Claxton, but he thought this was part of the FEMA funding application. He confirmed to Councilmember Osman the City is attempting to receive as much funding as possible, but the City should not expect a 100% return. FEMA is conservative in its outlays, as they have very many demands. Councilmember Osman pointed out the application and this project is a step in the right direction.

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

- 7.T. **Resolution No. 5255**, 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*]

Mayor Dunn confirmed to Councilmember Harrison that private donors are responsible for the purchase of the art that will be located on a private street in the gated Edgewood subdivision. She stated this arrangement may be unique, but subdivisions have funded beautiful art pieces, fountains and sculptures throughout the City.

Ms. Bishop stated the art piece would not be viewed by the public from the street, and private dollars would fund future maintenance. Mayor Dunn stated the Edgewood Home Owners Association President Michael Shirley is the Arts in Public Places Initiative Chair for the City, and he is very keen to have the piece come about. Very likely, Edgewood residents would be very proud to say they funded the private purchase.

Mayor Dunn stated the piece is lovely and sorry that she may not have the opportunity to view.

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

#### 7.V. Police Department Monthly Report

Councilmember Larson noted the increase in the number of mental health calls, doubling from the prior month, and inquired about the reason. Chief Rettig stated the rise was not significant, as it was due to a change in tracking and reporting associated with the new records management system. For every call received by the Police Department, the officer is required to indicate if it is related to mental health. Also, in the past if an incident related to mental health was recorded only once, even if there were multiple call-backs on the same incident. With the new system, each call-back for the same incident is entered separately.

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

#### 7.W. Fire Department Monthly Report

Mayor Dunn pulled the item for two comments. She offered congratulations to Firefighter Sterling Fuller on successful completion of probationary training with minimum one year cognitive and skills-based training. She pointed out the Monthly Fire Loss & Value Saved in Leawood summary on Page 2 of the report indicates the Total Value Saved Estimate was \$2,449,937, based on a Pre-incident Estimated Value of \$3,727,937 and Total Fire Value Loss Estimate of \$1,278,000. She stated we often feel fortunate there are few fires in Leawood, with the majority of calls being medical, but the dollar values are impressive and the statistics are appreciated.

Mayor Dunn asked Chief Williams to pass along congratulations to Firefighter Fuller and thanks to the entire Fire Department. Chief Williams agreed to do so, stating the reasons for the largest fire loss was a lightning strike.

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

Chief Williams confirmed to Councilmember Osman that response times were minimally impacted from road construction in the areas of Fire Station No. 1 and Fire Station No. 2. He stated Public Works and the construction contractor provides notifications so routes can be proactively planned.

### 8. MAYOR'S REPORT

- A. Unified Government of Kansas City, Kansas and Wyandotte County Mayor David Alvey was host for our September Johnson & Wyandotte Counties Council of Mayors meeting. He took the gavel as our new Chair from Edgerton Mayor Don Roberts. Discussion was held regarding desired agenda topics for this next year.
- B. Attended the Shawnee Mission Education Foundation Breakfast and heard about all of the terrific achievements during the past year and plans for the year ahead.
- C. Had the pleasure of attending the Ability KC Luncheon where Leawood Councilmember Chuck Sipple was honored with the 2019 Ability Impact Award. For many years, Chuck has supported the children receiving services at the Center in both his time and treasure. Congratulations on this well-deserved recognition.
- D. Thanks to Fire Chief Dave Williams, Parks & Recreation Director Chris Claxton and Information Services Director Ross Kurz for joining me at the Greater Kansas City United Way Kick Off where numerous nonprofits were present to showcase the important work that they do.

- E. My thanks to Foundation Chair Alice Hawk and Parks & Recreation Director Chris Claxton for organizing a lovely donor reception for the Gezer Park Playground equipment. Councilmember James Azeltine was also in attendance.
- F. Congratulations to Arts Council Chair Anne Blessing and Cultural Arts Coordinator April Bishop on the successful Art Gallery Crawl on Friday evening.
- G. Congratulations to Lifestyle Publications Chief Executive Officer Steven Schowengerdt on the 10-year anniversary of their magazine. Leawood Lifestyle was their first and is published monthly at no cost to the City. They now have over 80 magazines across the country.
- H. Congratulations to Chamber President Kevin Jeffries and his team on another very successful Taste of Leawood this past Saturday evening. Councilmembers Andrew Osman, Jim Rawlings, Mary Larson and Lisa Harrison joined over 1,100 attendees for this annual fundraiser. Very pleased that the weather cooperated.
- I. Finally, thanks to City Administrator Scott Lambers for spending this evening with us on his birthday. I am sure there is nowhere else he would rather be! Happy Birthday, Scott!

9. **COUNCILMEMBERS' REPORT** – None

10. **CITY ADMINISTRATOR REPORT** – None

11. **STAFF REPORT** – None

### ***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***

Mayor Dunn thanked Staff for mock-up site views. Ms. Bishop stated Parks Maintenance Construction Supervisor Scott Fanning had erected height poles the day following continuance of the item at the September 3, 2019 Governing Body meeting. As depicted in the set of mock-ups of the north side of the entry road identified as "2", by moving the piece closer it is slightly more visible. The actual angle of the overall piece may be adjusted.

Mayor Dunn stated she viewed the height poles around Noon yesterday; continuance of the item from the last Governing Body meeting was beneficial. The trees on the south side provided quite a bit of shade; location on the north more visible. Ms. Bishop stated location on the south side, mock-ups identified as "1", would be close to trees and a bit more rustic, and would take advantage of an existing rock shelf. If the north side location is used, a small concrete base would be needed to level the ground in addition to the piece's existing base.

Councilmember Harrison stated she had discussed the future widening of Mission Road, which will move Mission Road 10 ft. to 12 ft. east, with Public Works Director David Ley. She reminded about her previous statement regarding the City's responsibility for public art to be as visible as possible from the busiest streets. Her preference would be for the piece to be moved closer to the stand of evergreens shown in the "Leaving Park 1" mock-up, and adding some limestone rock and prairie grasses. This would make the location 50 ft. to 80 ft. closer to Mission Road. A map depicting line of the future widening of Mission Road was displayed. She asked if the park median could be reconfigured for a median similar to the City Hall's art sculpture. If not, the piece needs to be much closer to Mission Road, even if doing so requires re-location of the mailbox and split rail fence. She likes the rock shelf and proposed building another.

Mayor Dunn pointed out the City has another art-on-loan piece, a kinetic sculpture, awaiting placement. Location of pieces could move in the future.

Councilmember Larson stated she visited the site this afternoon and now favors north side location, as this location will really showcase the piece, even when leaving the park. She would not be opposed to revisiting the location and options when Mission Road is widened in 2024. Mayor Dunn agreed location on the north would be most visible, when entering or leaving the park. She pointed out the bison is our national mammal.

Councilmember Filla favored use of native grasses to be used, whether placed on either side of the entry road. Ms. Claxton stated there had been grasses on the north side, but they became maintenance issue and were removed. The piece would be easy to move as needed and the City would install; a contractor would not be used. Ms. Bishop stated Horticulture/Forest Supervisor Dustin Branick would plant some low prairie grasses around the piece. Mr. Lambers supported replication of median like that at City Hall.

**A motion for Staff to proceed with the Council recommendation to use the north side and naturalize with prairie grasses and possible revisit of location options in 2024 when Mission Road is widened was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.**

### **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**

Councilmember Azeltine, Stormwater Management Committee Chair, stated drainage concerns at 93<sup>rd</sup> Street and Lee Boulevard were discussed on August 28, 2019, with four property owners in attendance. The Committee recommends an amendment to the BHC Rhodes contract, funded by the 1/8<sup>th</sup> cent stormwater tax, to review, provide possible solutions and costs. Property owners have already attempted to remedy with their own significant investment, and the cost of the proposed contract amendment is a very small percentage of project cost and more efficient.

Ms. Laura Smith, 9316 Lee Court, has lived next door to 9320 Lee Court for seven years, and has had \$70,000 of water damage during that time. She hopes water coming into her basement is now resolved, but wants to prevent more water from coming towards her house; water comes from 95<sup>th</sup> Street and Lee Boulevard. There is a stormwater drain in her backyard that cannot keep up and this is the water that entered her house. She appreciates support of the study.

Ms. Leah Maugans, 9320 Lee Court, supports the addition to contract for a preliminary engineering study, to make a step in the right direction and find solid answers to move forward. She hopes potential impact of Lee Boulevard expansion would be taken into consideration. She thanked Mr. Ley for all his assistance. She displayed photographs of 9429 Lee Boulevard and 9320 Lee Court showing flowing water about 7 ft. to 8 ft. wide, that can reach a depth of 3 ft. to 4 ft. Over the two years she has lived in her house, she has seen water rushing from next door more frequently despite typical substantial rain amounts. There has been damage to landscaping that she must deal with.

Ms. Patti Kettler, 9429 Lee Boulevard, thanked the Governing Body for their service, and Mr. Ley and his team for their support, as we re-examine reasons for the problem of stormwater management coming off of 95<sup>th</sup> Street and Lee Boulevard. She has lived in her house for 30 years and during that time stormwater drainage has been a problem, but manageable. There has been a noticeable increase from 95<sup>th</sup> Street, coming east from houses at 95<sup>th</sup> Street and Lee Boulevard. She questioned if there would be negative impact on stormwater with decreased absorption of water with Lee Boulevard widened 10% to add bicycle lanes. The area is Y-shaped, with a river of water coming off Lee Boulevard running down towards her house and houses to the north. At one time a tennis court at the Smith residence may have been a contributing factor. Twenty years ago a fair amount of infrastructure had to be installed for increased run-off and it is unknown if this has been maintained. A study is warranted, at minimum, if the City is increasing the width of Lee Boulevard which might put residents over the top to manage their properties.

Mr. Richard Nowak, 9306 Lee Court, stated he has had trouble with water in his basement since moving into the house in 1998. Water comes from Lee Boulevard area and through abutting neighbor's property to the west. To get his basement dry, he has installed two berms close to his house and one on the west edge of his property, French drains, sump pumps and basement wall bracing and injections, amounting to several thousands of dollars.

Councilmember Filla expressed the hope the study would include options about the use of native, deep-rooted, drought resistant and resilient plantings.

**A motion to approve Agenda Item 13. to amend the contract to develop preliminary engineering study for Lee Boulevard from 95<sup>th</sup> Street to 92<sup>nd</sup> Street was made by Councilmember Azeltine; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.**

Mayor Dunn thanked citizens for their attendance and their appreciation of Staff work.

#### 14. PUBLIC WORKS COMMITTEE

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

**Review repair of retaining wall located on northeast corner of 127<sup>th</sup> & Roe Avenue**

**Recommendation: Replace the 28-foot section of retaining wall**

Councilmember Osman, Public Works Committee Chair, stated the section of the wall has failed and is protruding, and repair needs to ensure this does not increase. Mr. Lambers confirmed no budget amendment would be required.

Councilmember Harrison asked where water on the backside of a retaining wall goes, and if this was the cause for failure. Mr. Ley stated the 28 ft. section had “weep holes” on the south side and during construction a 6 inch drain pipe was drains to the north was installed. It is suspected this 6 inch pipe has failed.

Mr. Ley stated Staff would like to move forward with design and then construction over the Winter. Funding would come from the Arterial Street Fund.

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

#### 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 95<sup>th</sup> Street and east of Mission Road. (PC Case 76-19) –**CONTINUED TO THE OCTOBER 7, 2019 GOVERNING BODY MEETING**
- B. **Resolution No. 5256**, 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 146<sup>th</sup> and Nall Avenue (PC Case 85-19)

Ms. Michelle Wirth, Director of Production, WaterOne, 10747 Renner Boulevard, Lenexa, introduced other members of the team in attendance: Mr. Eric Arner, General Counsel, and Mr. Robert Beeson, Project Engineer from WaterOne, and Mr. Bill Nash, Ms. Sarah Tuite and Mike O’Connell from Burns & McDonnell.

Ms. Wirth gave a brief overview of WaterOne, a non-profit water utility. WaterOne supplies tap water only to a service area of 272 sq. miles, 17 cities and 440,000 customers nearly every day. Customers are your citizens and they rely on WaterOne to supply clean, fresh water on demand. The project’s Master Plan is a comprehensive road map for expansion and sustainability. The plan includes two phases: Phase I was in 2012 and Phase II in 2021. Infrastructure improvements are made in a timely manner to meet service area needs, anticipated future growth, and emergency response. Fifty percent of storage is for emergency responses such as fires and fire suppression.

The 9.7 acre site is on the east side of Nall Avenue from 143<sup>rd</sup> Street to 147<sup>th</sup> Street, based on connectivity and proximity to the service area. Ms. Wirth displayed a map of the site to include expansion for additional six million gallons of underground storage in a reservoir that is 350 ft. by 140 ft. by 20 ft. deep, about the size of a football field. There would be a total of 12 Million gallons of storage. There would be minor modifications to the existing internal pump station, and addition of pump and gear. What is seen on the exterior now would be what is seen at the end of the project. A picture of original construction site was displayed showing a white membrane that is covered with 2 ft. of topsoil. The anticipated project timeline is bidding in October 2019, construction 2020 to 2021, and operational in Summer 2021. There would be minor inconvenience to residents. Notification postcards would be sent to customers, and website will be updated regularly on progress, and include videos and contact information for questions and concerns.

Mayor Dunn stated the contact information would be very helpful for the City.

Ms. Wirth confirmed to Councilmember Azeltine that residents in the Highlands Ranch subdivision and others within 500 ft. of the property, as well as all Home Owners Association Presidents, would receive “excuse our dust” postcards closer to construction.

Councilmember Cain stated Highlands Ranch developers were very clear to buyers that the facility would be constructed in two phases. She noted that WaterOne has over ten different storage facilities in their service area. She expressed appreciation for use of videos, keeping the public updated and for allowing the public to use the grassy area.

Mayor Dunn observed at the Phase I ribbon cutting, the project turned out to be a beautiful addition to the community and was very well done. Ms. Wirth stated several Planning Commission members did not recognize the property for what it is, a beautiful amenity.

Councilmember Filla asked Ms. Wirth to speak about discussions with Parks & Recreation in regard to possible use of the space for a Community Garden. Ms. Wirth stated based on 2 ft. depth of topsoil, deep-rooted plants could damage the membrane so use as a Community Garden would be prohibited. The area could be used for active and passive space. Landscaping removed will be replaced in kind or better according to plan developed with the City.

**A motion to approve Agenda Item 15.B. was made by Councilmember Cain; seconded by Councilmember Rawlings. The motion was approved with a unanimous vote of 7-0.**

- 15.C. Resolution approving a Final Plan for Parkway Plaza – Kiddi Kollege Office/Daycare Addition, located south of 134<sup>th</sup> Street and east of Briar Street. (PC Case 86-19) –  
***CONTINUED TO THE OCTOBER 21, 2019 GOVERNING BODY MEETING***

- 15.D. **Ordinance No. 2959**, 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]**

Mr. Klein stated the proposed amendment attempts to address two issues seen by the Planning Department over time. The first involves platting of lot lines. On new plats, interior lots are platted from the right-of-way, but side and rear build lines are not shown as these are governed by the Leawood Development Ordinance. Some plats of older subdivisions show 30 ft. build line on rear, and this would prohibit fencing beyond the build line resulting in a very short backyard. The amendment would allow fencing to go beyond these build lines unless specifically prohibited on the plat, and still protect areas of common landscaping.

Currently, in RP-A5 zoning long Mission Road south of 143<sup>rd</sup> Street, when a front fence and gate are desired, a requestor must go before the Board of Zoning Appeals [BZA] for approval. The BZA receives many such requests. The proposed amendment would allow these without going before the BZA. There would be some restrictions such as 6 ft. maximum height and 2 ft. setback as a buffer between fence and sidewalk, and required materials of wooden split-rail, wrought iron, or aluminum designed to have the appearance of wrought iron.

Mr. Klein confirmed to Councilmember Harrison that RP-A5 zoning are lots over five acres. The amendment would continue to allow an entry monument and required fencing types should be more easily seen-through. He stated 6 ft. solid wooden privacy fences are typically associated with a swimming pool.

Mayor Dunn stated the BZA had approved many such property owner requests because of dogs and arterial street locations.

Councilmember Filla thanked Staff for their diligence and specificity. She asked if any consideration has been given to fencing in conjunction with natural swales. Her backyard has a natural swale and a neighbors’ replacement of chain-link fencing with brick/wood fencing has caused problems for those neighbors and others. Issues are typically discovered after-the-fact, and she requested this be proactively addressed and sign-off required.

Mr. Coleman stated water cannot be impeded per the Leawood Development Ordinance. He stated a brochure may be available, and the City investigates complaints received. Mayor Dunn stated professional contractors applying for fence permits would hopefully understand the potential issue. Councilmember Filla pointed out that contractors may not be aware of water flow.

**A motion to pass Agenda Item 15.D. was made by Councilmember Larson; seconded by Councilmember Azeltine. The motion was approved with a unanimous roll call vote of 7-0.**

- 15.E. **Ordinance No. 2960**, 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]**

Mr. Klein stated the proposed amendment focuses on solar collectors. The Leawood Development Ordinance currently addresses solar collectors for Single-Family Residential Districts, requiring exposed metal be finished with warm earth tones or black, and other components except panels be concealed. These same restrictions currently apply to Commercial Districts, and some commercial property owners with parapet roofs and total screening, have requested color exemption. The proposed amendment would allow solar collectors in Commercial Districts to not meet the color restrictions if the collector is located on a flat roof and completely screened.

Councilmember Cain shared she had viewed a fascinating presentation by Burns & McDonnell at a Leawood Chamber of Commerce event about the strained growth of electric grid; use of more solar panels would likely occur.

**A motion to pass Agenda Item 15.E. was made by Councilmember Filla; seconded by Councilmember Cain. The motion was approved with a unanimous roll call vote of 7-0.**

**16. OLD BUSINESS – None**

**17. OTHER BUSINESS**

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

Mayor Dunn pointed out the Governing Body Executive Session previously scheduled for October 7, 2019 will now be held on October 21, 2019.

**A motion to approve Agenda Item 17. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous vote of 7-0.**

**18. NEW BUSINESS**

- A. **Ordinance No. 2961C**, 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]**

Ms. Knight stated the City updates Code as necessary and adopts the “Uniform Public Offense Code [UPOC] for Kansas Cities” published by the Kansas League of Municipalities each year. UPOC Spiral-bound books are kept in officer vehicles. This year, after a thorough review the editor made numerous edits. Inclusion of many misdemeanor offenses that were previously not included is not anticipated to increase the number of charges.

**A motion to pass Agenda Item 18.A. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous roll call vote of 7-0.**

18.B. **Ordinance No. 2962C**, 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]**

Ms. Knight stated the proposed ordinance amendment would raise the maximum financial penalty for any violation involving animals from \$500 to \$1,000. The \$1,000 would not need to be imposed, but would allow more flexibility for repeat offender or significant violations.

Councilmember Cain inquired about the impetus for the amendment. She asked if there was a large amount of animal cruelty violations and if warnings are issued. Ms. Knight stated the City had only a handful of animal cruelty cases this year, with one of these being pretty significant. Jail penalty is up to 180 days. Kansas has Class A, B and C misdemeanors and Class B is 180 days and commensurate \$1,000 fine. No warnings are issued for animal cruelty as it is usually found after the fact.

Councilmember Harrison asked if this would also pertain to animal bites, how animal bites are reported and the financial fine. Ms. Knight confirmed this would be for any violation under the animal code, and bites should be reported to the Police or Animal Control, and an officer would be sent. The Judge can set a high fine and suspend a portion if no more bites occur in a year.

**A motion to pass Agenda Item 18.B. was made by Councilmember Larson; seconded by Councilmember Harrison. The motion was approved with a unanimous roll call vote of 7-0.**

18.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

Chief Williams stated the request would be a replacement for a current similar truck. A Battalion Chief and Firefighters provided input on storage compartments and options, and he has spoken with the vendor. The anticipated cost was underfunded in the budget, due to original estimate and process timing.

Councilmember Rawlings inquired about the life expectancy of a Pierce truck, if that is impacted by the number of trips and miles, and what typically wears out. Chief Williams was not aware of the mileage on the current truck, which runs every day out of Fire Station No. 3. The 75 ft. ladder truck is used for access and to protect exposure for large houses in the area. Trucks have many moving parts and as they age there are issues. The City's current truck has a hydraulic leak. Fire engines are replaced every 10 years and ladder trucks every 15 years. The proposed ladder truck is mid-sized and would be run like a pumper.

**A motion to approve Agenda Item 18.C. was made by Councilmember Rawlings; seconded by Councilmember Osman. The motion was approved with a unanimous vote of 7-0.**

18.D. **Resolution No. 5257**, 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

Ms. Long stated approval of the proposed resolution would allow the City to move forward with research and financing for the new Pierce fire truck. Two bids are provided in the agenda packet documentation: one from PNC Equipment Financing and one from Commerce Bank/Clayton Holdings, who offered the best rate of 2.18%. Clayton Holdings was used to finance the last two trucks.

**A motion to approve Agenda Item 18.D. was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 7-0.**

**ADJOURN**

There being no further business, the meeting was adjourned at 9:03 P.M.

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Debra Harper, CMC, City Clerk

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Cindy Jacobus, Assistant City Clerk

7.C.

# Memo

To: Mayor Dunn and Members of the City Council  
CC: Scott Lambers  
From: Chief Troy Rettig  
Date: October 7<sup>th</sup>, 2019  
Re: 2019 Payment for Maintenance Fees for NICHE Records Management System

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In May of 2016 an inter-local agreement to participate with other Johnson County agencies in a records management system (RMS) was approved. In June of 2019 we transitioned to the new RMS – NICHE.

NICHE is hosted by the Johnson County Justice Information Management System (JIMS) and all cities in Johnson County other than one are using this system. If approved, this would be our first payment.

We have been anticipating this transition for several years and have budgeted accordingly. Our share for the remainder of 2019 is:

Initial Licensing Fees (One-time fee)	\$81,743.05
JIMS Hosting Fee (pro-rated)	<u>\$2,604.00</u>
Total	\$84,347.05

The budget line for this is:  
Public Safety Fund (13220.22110.811000)

Please let me know if you have any questions.

7.D.

# Staff Review

## Fact Sheet

**SUBJECT: APPROVE THE PURCHASE OF CITY VEHICLE-DUMP TRUCK FROM KANSAS CITY FREIGHTLINER**  
**October 7, 2019**

### DISCUSSION

The Public Works Department is requesting approval of the purchase of one (1) Single Axle Dump Truck for the Public Works Street Division. The City received this pricing from the MACPP (Mid-America Council of Public Procurement) Co-op bids.

The new truck will be replacing a Sterling Acterra Dump Truck that was purchased in 2004, and is scheduled for replacement in the 2019 Public Works Budget. These types of trucks are used extensively year round for maintaining the City's infrastructure in the spring, summer and fall and then becomes a frontline plow-truck in the winter.

Public Works would like the City to purchase:  
One (1) 2020 MY Freightliner 108SD  
Item #7 MACPP DDE 350 hp engine  
Total Cash Delivered Price: \$80,808.00\*

\*At the time of the quote there were still remaining build slots available for this year. If the company runs out of build slots before a Purchase Order can be approved and given, then add \$900.00 for the Model Year escalator.

In planning for a time sensitive request to the Vendor, the Department will request a Purchase Order authorization to include the extra amount for model year build of \$900 if needed.

Therefore, the Department requests the authorization of \$81,708.00 for a purchase order to purchase one 2020 Freightliner 108SD Dump Truck from Kansas City Freightliner at a price of \$80,808.00 plus \$900.00 (if needed for time sensitive order) for a total PO amount of \$81,708.00.

David Ley. P.E.  
Director of Public Works

### COUNCIL ACTION TO BE TAKEN

Approve Purchase of Vehicle

### 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

\$81,708.00

Capital Equipment Fund 13010.33200.812000

Date: 09/09/19

**Kansas City Freightliner**  
DEALER'S NAME

7800 NE 38th St  
STREET ADDRESS

Kansas City MO. 64161  
CITY STATE ZIP

Lee Setser  
SALES PERSON'S NAME

**City of Leawood, KS.**  
PURCHASER'S NAME

4800 Town Center Dr.  
Address

Leawood KS 66211  
CITY STATE ZIP

[normc@leawood.org](mailto:normc@leawood.org)  
EMAIL ADDRESS

913-238-1137  
CELL NUMBER BUSINESS PHONE

Enter my order for: ("X" the following)			New	Used	Demo	Car	Truck	Trailer
			X				X	
Year	Make	Model	Color	Stock No.	Serial No.			
2020	FREIGHTLINER	✓ 108SD	White					
DESCRIPTION OF UNIT(S)			PRICING					
2020MY Freightliner 108SD Item #7 MACPP DD8 350hp engine			\$80,808.00	<i>Make of Used Vehicle:</i>				
FET Exempt				<i>Year:</i>				
				<i>Body Type:</i>				
<i>At this time we still have remaining build slots for this year if we run out before a PO is recv'd you will need to add \$900.00 for Model Year escualtor</i>				<i>Model:</i>				
				<i>Serial Number:</i>				
				<i>Balance Owed To:</i>				
				<i>Used Vehicle Allowance:</i> \$0.00				
				<i>Less Balance Owed:</i> \$0.00				
<b>AND SUBJECT TO CORPORATE ENGINEERING &amp; MANAGER APPROVAL</b>				<i>Net Allow. on Used Vehicle:</i> \$0.00				
				<i>Deposit or Credit Balance:</i> \$0.00				
				<i>Cash With Order:</i> \$0.00				
				<i>Total Down Payment:</i> \$0.00				
<b>Total</b>			<b>\$80,808.00</b>	<b>DESCRIPTION OF UNIT(S) - continued</b>				
<b>Taxes</b>								
<b>Total Cash Delivered Price Each</b>			<b>\$80,808.00</b>	<b>Extended Warranties Included</b>				
Total Down Payment - (Transferred from right column)			\$0.00	<b>EW4 Engine 5yrs/100,000 miles</b>				
<b>Number of Units</b>			<b>1</b>	<b>Ext Tow 5yrs/ Unlimited Miles</b>				
<b>Unpaid Cash Balance Due on Delivery</b>			<b>\$80,808.00</b>					

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. **THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS.**

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD 'AS IS— NOT EXPRESSLY WARRANTED OR GUARANTEED'.

Purchaser by his execution of this Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

Purchase Order Number 3140-0000776

\_\_\_\_\_  
Purchaser's Signature Date

Approved by: \_\_\_\_\_  
Dealer or Authorized Representative

MAYOR PEGGY J. DUNN

APPROVED BY CITY COUNCIL DATE: \_\_\_\_\_



# Staff Review

## Fact Sheet

7.E.

**SUBJECT: APPROVE THE PURCHASE OF CITY EQUIPMENT  
FROM OVERBILT TRAILER COMPANY  
October 7, 2019**

### DISCUSSION

On September 3, 2019, Council approved a purchase for the Public Works Department of a 15 ton trailer.

Unfortunately, the quote received was not inclusive of Federal Excise Tax (which the City is required to pay when listed and a delivery charge from Oklahoma). Normally in the past our quotes received have been all inclusive of these costs. Because the value is more than originally approved for, the Department is asking the revised amount for these charges be authorized. With the Federal Excise tax and the delivery charges, the total amount for the trailer will be \$26,550.00. The trailer remains the lowest quote and most desired trailer for the fleet.

Staff reviewed trailers from all three companies and thought the 15 Ton Tilt Tag-A-Long Trailer would work best to fit our needs. The trailer will be used to haul our street paver. Currently, we use a trailer and then have to build a ramp for it to be loaded and unloaded; which can compromise safety. The paver has also been taken out more often this year than in the past, so it is desirable to purchase a trailer with a ramp able to load and unload the paver easily.

The Public Works Street Division is requesting approval to purchase the 15 Ton Tilt Tag-A-Long Trailer from Overbilt at the revised price of \$26,550.00 using Capital Equipment Funds.

David Ley, P.E.  
Director of Public Works

### COUNCIL ACTION TO BE TAKEN

Approve Purchase of trailer at revised cost.

### STAFF RECOMMENDATION

- For
- Against
- No position

### COMMITTEE RECOMMENDATION

- For
- Against
- No position
- No Assignment

### POLICY OR PROGRAM CHANGE

- No
- Yes

### OPERATIONAL IMPACT

### COSTS & FUND SOURCES

\$26,550.00

PW Capital Equipment Fund 13010.33200.811000



Date: September 30, 2019  
 Salesman: ERIC BILBREY  
 Serial Number:

Customer Please Complete The Following  
 Beaver Tail:  4'  5'  None  
 Brakes: **ELECTRIC/HYDRAULIC**  
 Turning Radius: N/A  
 Ground To Top 5<sup>th</sup> Wheel: N/A  
 6 Way Plug  or 7 Way Plug   
 Color: **WHITE**  
 Delivery:  Yes  No

**SOLD TO:**  
**CITY OF LEAWOOD**  
**14303 OVERBROOK**  
**LEAWOOD, KS 66224**  
  
**ATTN: PAUL DUNN**

<b>(1) 8'6" WIDE, 30' LONG, 15 TON TILT TAG-A-LONG TRAILER</b>	
<b>10' FIXED PLATFORM WITH A 20' TILTING PLATFORM</b>	
<b>PIERCED FRAME CONSTRUCTION FOR LOW PROFILE DECK HEIGHT</b>	
<b>DUAL WHEEL TANDEM AXLE ASSEMBLY WITH 8 HOLE HUB-PILOTED WHEELS, (8) 215/75R 17.5 TIRES, 1 PIECE WHEEL, WITH OIL BATH HUBS, WITH A HUTCH 9700 SPRING SUSPENSION</b>	
<b>(2) 20,000 LB. AXLES WITH 12-1/4" X 5" ELECTRIC/HYDRAULIC BRAKES</b>	
<b>ANTI-LOCK BRAKING SYSTEM (ABS - 1 VALVE SYSTEM)</b>	
<b>TWO 2-SPEED LANDING GEAR WITH FOOT PAD - 50,000 POUND LIFTING CAPACITY</b>	
<b>48 TON ADJUSTABLE TOWING RING, 6 LASHING RINGS, 2" OAK FLOORING, MUD FLAPS</b>	
<b>DUAL SELF ACTUATING HYDRAULIC CYLINDERS</b>	
<b>HI-YIELD STEEL (UP TO 38% STRONGER THAN MILD STEEL)</b>	
<b>SEALED VAPOR PROOF LED LIGHTING SYSTEM: TURN, RUNNING, CLEARANCE AND TAG LIGHT, HEAVY DUTY GAUGE WIRE WITH COMMERCIAL CONNECTORS, AND AMPLE CONDUIT</b>	
<b>FEDERAL EXCISE, STATE, AND LOCAL TAXES EXCLUDED</b>	
<b>PLATFORM CARRYING CAPACITY - 15 TON</b>	



Overbilt Trailer Company  
 PO Box 272  
 1115 E Broadway  
 Drumright, OK 74030  
 (888) 687-2498  
 Fax (918) 352-4484

**BALANCE DUE ON DELIVERY  
 FOB DRUMRIGHT, OK**



<b>BASE PRICE OF TRAILER</b> -----	<b>\$23,080.00</b>
<b>FEDERAL EXCISE TAX (IF APPLICABLE)</b> -----	<b>\$2,770.00</b>
<b>DELIVERY TO ZIP CODE 66224</b> -----	<b>\$700.00</b>

- *Various lengths available at +- \$196.00 per foot*

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



Overbilt Trailer Company  
PO Box 272  
1115 E Broadway  
Drumright, OK 74030  
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Fax (918) 352-4484

**BALANCE DUE ON DELIVERY  
FOB DRUMRIGHT, OK**



**STANDARD TERMS AND CONDITIONS OF SALE**

The following terms and conditions of sale are to be attached to and become a part of buyer's purchase orders. Where provisions of buyer's purchase order or other instructions conflict with the following terms and conditions. The following terms and conditions shall prevail.

**A. TERMS OF PAYMENT -**

- 1. Payments are to be made as follows: a. Completed items shipped to customer 100% of payment - no retainage. Any and all deposits are non-refundable.
- 2. All trailers purchased will be assigned a minimum document processing fee of \$185.00 prior to receiving final invoice.
- 3. Applicable Federal Excise, State, or Local taxes will be printed on final sold to invoice, faxed to customer prior to shipment.
- 4. Any special billing instructions are to be furnished to Seller in writing by the Buyer.

**B. OTHER ITEMS:**

**C. TERMS OF SHIPPING:**

- 1. Unless otherwise agreed to in writing, shipments shall be made FOB Drumright, OK. Seller reserves the right to select the method of shipment.
- 2. No claim for shortage or damaged material will be considered by Seller unless made to Seller by Buyer or Consignee within five days after receipt of delivery by Buyer and/or Consignee. Material accepted and used shall be deemed to have been accepted in good condition and in compliance with the specifications and order therefore.
- 3. Seller reserves the right to collect balance of trailer funds via wire transfer prior to shipment of goods.
- 4. All painted and finished materials will have been and are carefully inspected at Seller's factory prior to shipment. Seller assumes no responsibility for any scratches, abrasions or other damages to finish or materials after they leave Seller's factory.

**D. WARRANTIES:**

- 1. Express Warranty, Repair and Replacement. Seller warrants that products conform to Seller's standard specifications, and that they shall be free from defects in material and workmanship for a period of 12 months from date of shipment. This warranty is not intended to supplant normal inspection, care and service during the warranty period to correct breakage, maladjustments, or other difficulties arising out of abuse, misuse, improper installation, or inadequate maintenance or care of such products. This warranty shall extend only to and is for the sole benefit of the original Buyer, whose name is shown on the reverse side of this document. This warranty shall not apply to any products which have been tampered with or altered after shipment. All claims under this warranty must be made in writing and must be actually received by the seller within thirty (30) days after the expiration of the warranty period or be barred. Upon receipt, of a timely claim, Seller shall inspect the products claimed to be defective, and Seller shall repair, or at its option, replace, free of charge, any products, or parts thereof, which Seller determines to have been defective; provided, however, that if the circumstances are such as to preclude, in the sole opinion of Seller, the remedying of warranted defects by repair or replacement. Seller shall, upon return of the defective products, refund to the Buyer the purchase price for the defective products theretofore paid to Seller. It is the intention of the parties hereto that Seller's liability for defective material shall not exceed the actual cost of defective material furnished. Inspection shall, at Seller's option, be performed at Seller's plant or at such other place as may be designated by Seller, and in such event, freight for returning equipment to Seller's plant or to such other place as may be designated by Seller for inspection shall be paid by Buyer.
- 2. Exclusion of Warranties by Seller-SELLER MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, WITH RESPECT TO THE PRODUCT SOLD BY SELLER. Buyer acknowledges that no employee, agent, representative, or distributor of product by Seller is authorized to make, nor has any such person made, any warranty on behalf of Seller respecting any products sold to buyer, other than the express warranties set forth herein, and said express warranty has not been modified or added to in any way by any such person.
- 3. Exclusive Remedy and Limitation of Liability. The foregoing states the sole and exclusive remedy for any breach of warranty or for any other claim based on any defect in, or nonperformance of, the products sold by Seller, whether sounding in contract, warranty, or negligence. Without limiting the generality of the foregoing. Seller shall under no circumstances be liable for any special, indirect, incidental or consequential damages or loss whatsoever arising out of, or in any way relating to, any breach of express or implied warranty, or claimed defect in, or nonperformance of, the product or products sold hereunder. Seller shall not be required to honor that part of any contract which includes liquidated damages or penalties, except as specifically provided for in this Agreement.
- 4. Seller shall not be required to honor that part of any contract which includes liquidated damages or penalties, except as specifically provided for in this Agreement.
- 5. Seller shall not be liable for delays caused by strikes, riots, fires, material shortages, transportation delays, government regulations or other causes beyond Seller's control.
- 6. Seller shall not be governed by third party agreements, general, special or supplementary conditions unless specifically agreed to in this Agreement.

**E. CONDUCT OF THE WORK**

- 1. Seller shall not be required to commence fabrication of any material required hereunder until:

a. Original Sales Invoice is filled out in its entirety and signed by the customer and returned to Overbilt Trailer Company.

**F. EXTRA CHARGES**

- 1. Backcharges or offset charges by Buyer shall not be binding without prior written approval of Seller.
- 2. Material accepted and used by Buyer shall be deemed to have been accepted in good condition and in compliance with the specifications and order therefore.
- 3. Buyer will immediately report to Seller upon receipt of shipment, any shortage of material, defects in material, any errors in workmanship, and no allowance or credit will be made or given for any labor, repairs, alterations on materials performed, or furnished by Buyer unless such expense is approved in advance in writing by Seller.
- 4. No disputes or claims arising from any work other than that work described in the Order shall be used as an "offset" or charge to reduce or change the amount of this order or terms of this order.

**G. NOT ASSIGNABLE**

buyer shall not have the authority to convey, sell, assign or transfer its right or rights hereunder, by merger or in any other manner and any under any circumstances whatsoever, without the prior written consent of the Seller, and this covenant is binding upon the Buyer and upon Buyer's successor, heirs, administrator, and executors.

**H. ENTIRE AGREEMENT**

This agreement contains the full and entire agreement between the parties hereto. No agent or representative of the Seller has any authority to make any representations, statements, warranties, or agreements, not herein expressed.

I. NOTICES Any notice to either party required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified mail, return receipt requested, to the address given to this Agreement or to such other address as such party may specify in writing to the other.

**J. STRICT PERFORMANCE OF COVENANTS:**

Seller's failure to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any right herein conferred in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants, conditions or rights, But the same shall be and remain in full force and effect.

**K. SEVERABLE PROVISIONS**

If any part of this Agreement shall be invalid, it shall be deemed severable, and the remainder of this Agreement shall continue to in full force and effect.

**L. HEADINGS:**

The paragraph headings of this Agreement are for purposes of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

**M. MISCELLANEOUS TERMS:**

- 1. All applicable local, state, and federal sales, use, occupancy, imports/exports, or other similar taxes whether heretofore or hereafter imposed will be added to contract price and paid by Buyer.
- 2. All supplemental agreements to this sales agreement whether negotiated by sales personnel, agents or other s must be approved in writing, by an officer of Seller.
- 3. Seller may elect to suspend fabrication or decline shipment of material should there arise a doubt as to Buyers financial responsibility. Should Buyer make an assignment for the benefit of creditors, become involved in any bankruptcy or arrangement or reorganization proceeding, or should any liens be filed, against its property, or should a receiver, trustee or other forms of court officer be appointed, or should Buyer otherwise become involved or embarrassed financially, Seller may elect to conceal any unfiled portion of this Contract and all costs and damages together with any unpaid balances otherwise due, shall become immediately due and payable to Seller by Buyer.
- 4. Should Buyer default in, or cancel any agreement hereunder, Buyer agrees to pay all costs and damages incurred by Seller, including unallocable overhead and loss of profit.
- 5. It is agreed the performance and payment of this Agreement must be accomplished in the State of Oklahoma County of Creek, and the laws of the State of Oklahoma shall govern this agreement. Venue as to any litigation in connection with or by reason of this Agreement shall be in Drumright, Creek County, Oklahoma.
- 6. Accounts not paid by due day shall bear interest from due date on that portion of the amount paid to be due at the rate of 1-1/2% per month. In the event of any default by Buyer under the terms of this Agreement, Seller shall be entitled to collect any attorney's fees and costs incurred in connection with enforcing its right hereunder.

As noted on the front of this document, your trailer has an exact platform carrying capacity. This capacity is based on the following:

- a 6 Ton Trailer weighing 4,500 Lbs.
- a 10 Ton Trailer weighing 5,800 Lbs.
- a 20 Ton Trailer weighing 10,000 Lbs.
- a 25 Ton Trailer weighing 14,000 Lbs.
- a 35 Ton Trailer weighing 16,000 Lbs.

Should the trailer you purchased exceed the above stated weight limit, a subtraction will have to be made for the exact platform carrying capacity.

The G.V.W. and weight distribution of your trailer works as follows:

- X equals the distance from the trailer hitch from the center of the load bed.
- Y equals the distance from the center of the load bed to the center of the center hanger.
- Z equals the distance from the trailer hitch to the center of the axles.
- Y/Z x 100 = percentage of weight born by the towing vehicle.
- X/Z x 100 = percentage of the axle capacity is of the total axle ratings.

Buyer is responsible for their truck to be ample size to carry the stated load based on the above formula. Should Buyer's truck not be of ample size to perform correctly based on the above listed formula, the Buyer hereby irrevocably gives to the seller a hold harmless and full indemnification to any expense the Buyer would incur as a result of the Buyer not adhering to the above formula.

7. The trailer you have purchased has been constructed to be of legal length and width on all Federal Interstates, unless otherwise noted on the front of this form. If the trailer is longer than 53' and wider than 8' 6" the trailer will require permits on Federal interstates and the buyer will be responsible for those permits. Should the buyer have any state or local permit requirements regarding length, weight, or width of trailer that deviates from federal highway requirements it is the sole responsibility of the buyer to inform Overbilt Trailer Company of these limitations prior to the construction of buyers trailer.

8. Buyer is responsible for their truck and trailer combination to be of correct legal length in buyers state. Should the buyer's truck and trailer exceed the buyer's state legal limitations in length and weight, the Buyer hereby irrevocably gives to the seller a hold harmless and full indemnification to any expense the Buyer incur.



Overbilt Trailer Company  
 PO Box 272  
 1115 E Broadway  
 Drumright, OK 74036  
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 Fax (918) 352-4484

**BALANCE DUE ON DELIVERY  
 FOB DRUMRIGHT, OK**

7.F.

# Memo

To: Mayor Dunn and Members of the City Council  
 CC: City Administrator Scott Lambers  
 From: Chief Troy Rettig  
 Date: October 7th, 2019  
 Re: Mounted License Plate Recognition Cameras

---

We are seeking approval to purchase 3 mounted license plate reader cameras. These cameras would be placed at different intersections in the city. Included in this request is the approval to purchase the necessary accompanying software.

We requested quotes from three vendors with the following information received:

Vigilant Solutions	No quote received
Electronic Technology, Inc. (ETI)	\$26,255.00
Busch and Associates	\$86,790.00

We are recommending using ETI. The city has used ETI for various other work and the quality of their work and the products provided have been consistently good.

The funds for this would come from:

13010.22110.811000	Expendable Equipment	\$25,000.00
13010.22110.12040	Special Law Enforcement Fund	\$1,255.00

Let me know if you have any questions.

# Staff Review

## Fact Sheet

7.G.

**SUBJECT: REQUEST TO APPROVE CHANGE ORDER NO. 1  
WITH KISSICK CONSTRUCTION COMPANY  
FOR LEE BOULEVARD (95<sup>TH</sup> TO 103<sup>RD</sup> ST) PROJECT  
October 7, 2019**

### DISCUSSION

The Public Works Department is requesting the approval of Change Order No. 1 to the construction contract between the City and Kissick Construction Company for work on Lee Boulevard (95<sup>th</sup> St to 103<sup>rd</sup> St) in the amount of \$161,830.00.

The City approved a contact with Kissick Construction Company for the first phase of Lee Boulevard Improvements on June 3, 2019, at a contract price of \$2,439,185.40. This change order No. 1 revises the total contract price to \$2,601,015.40.

As you may recall, improvements to Lee Blvd include widening two feet, installing 1,500 feet of storm sewer pipe, installation of concrete edge curb to control pavement edge cracking and provide a uniform edge for easier yard maintenance, ADA ramps, LED street lighting, pavement markings to include 4' wide bike lanes, and guardrail replacement. In addition to the roadway improvements, Staff worked with WaterOne to include their main replacement with the contract.

This change order includes concrete joint and pavement repairs in the west bound lanes at the 95<sup>th</sup> Street and Lee Blvd intersection. Additional repairs in the west bound lanes extend east to State Line Road and west to Wenonga. The City received 3 quotes for this work and Kissick submitted a the lowest unit price of \$168.70 per square yard. The second lowest quote was from JM Fahey at \$198 per sq. yard west of Lee and \$125 per sq. yard east of Lee, for a total of \$217,652.00. This work has been budgeted for 2019, and will be completed in 2019.

It is the recommendation of the Public Works Department that the Governing Body approves Change Order No. 1 to the contract with Kissick for a price of \$161,830.00 and authorizes the Mayor to sign.

David Ley, P.E.  
Director of Public Works

### STAFF RECOMMENDATION

- For
- Against
- No position

### COMMITTEE RECOMMENDATION

- For
- Against
- No position
- No Assignment

### POLICY OR PROGRAM CHANGE

- No
- Yes

### OPERATIONAL IMPACT

### COSTS

\$161,830.00

### FUND SOURCES

Leawood Project No. 72066 \$1,981,804.40

WaterOne: 619,211.00

\$2,601,015.40

General Fund Street Maintenance (Change Order #1)

11110.33200.710500 = \$150,000.00

11110.33200.724000 = \$ 11,830.00



**CITY OF LEAWOOD**

**CONTRACT CHANGE ORDER**

Summary of Change in Contract Price due to this Change Order:

Contract price before this change order:	\$2,439,185.40
Total Increase/Decrease of this change order:	\$161,830.00
Contract price after this change order:	\$2,601,015.40

Summary of Change in Contract Time due to this Change Order:

Contract time before this change order:	NA calendar/working days
Total increase/decrease in time for this change order:	NA calendar/working days
Contract time after this change order:	NA calendar/working days

This document shall become an amendment to the Agreement and all provisions of the Agreement and Contract Documents shall apply hereto. It is the Contractor's responsibility to notify its surety of this change order but its failure to do so will not relieve the surety of its obligations to the City of Leawood.

Indicate below the attached items, which are to be made a part of this Change Order.

This Contract Change Order is effective after sufficient originals are signed by the Contractor, reviewed by the Project Manager (if applicable), accepted by the City Engineer, and approved by the City of Leawood Governing Body. Deliver one copy to the City Engineer, Contractor, and Project Manager, if applicable.

Submitted by the Contractor:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by the City of Leawood:

\_\_\_\_\_  
City Engineer

Date: \_\_\_\_\_

Reviewed by the Project Manager:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the City of Leawood:

\_\_\_\_\_  
Mayor Peggy J Dunn

Date: \_\_\_\_\_

# KISSICK

CONSTRUCTION COMPANY

September 17<sup>th</sup> 2019

Mr. Brian Scovill P.E.  
City of Leawood  
4800 Town Center Dr  
Leawood, KS 66211

Re: 95<sup>th</sup> Street Joint Repair

Kissick Construction Company, Inc. submits for your review our proposal for the 95<sup>th</sup> Street Joint Repair Project

Our proposal is summarized as follows:

**I. Remove and Replace Pavement**

- Demo existing Pavement 900 SY
- New Concrete Pavement 900 SY

**Unit Price Proposal**                      **\$ 168.70 per SY x 900 SY = \$151,830.00**

**Force Account**                              **\$ 10,000.00**

Clarifications:                                      **Total: \$161,830.00**

- Permit fees excluded
- Traffic Control included
- Haul off and disposal included
- 24" Tie Bars

If you have any questions or need any further information, please contact me.

Sincerely,

KISSICK CONSTRUCTION COMPANY

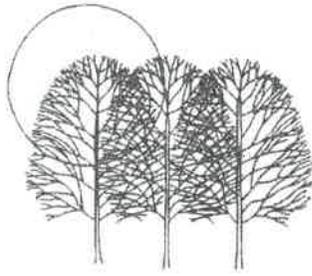


Lloyd J Kissick IV



8131 Indiana Ave., Kansas City, MO 64132  
Telephone (816) 363-5530 FAX (816) 523-1557





# City of Leawood

**Date:** October 7, 2019  
**To:** Mayor Dunn  
Members of the City Council  
**cc:** Scott Lambers, City Administrator  
**From:** Nicholas Sanders, Director of Human Resources  
**Subject:** 2020 Employee Benefit Programs

A handwritten signature in blue ink, appearing to read 'Nicholas Sanders', is written over the 'From:' line of the email header.

---

Attached information regarding the 2020 employee benefit programs:

- Health Insurance
  - 0.00% premium increase in for all plan options.
  - Elimination of co-pays for teladoc services for Plans C, D, and E.
  - Commission Disclosure with Blue Cross Blue Shield of Kansas City and Holmes Murphy and Associates.
- Dental Insurance
  - Renewal of dental plans with Delta Dental of Kansas at a 0% increase for Base plan and a 5% increase to Buy-Up plan with a 5% rate cap in 2021 for both.
- 2020 Health and Dental Premium Cost Sharing for City and Employee.

Information regarding other benefit programs is available upon your request.

Please contact me at 913.663.9105 should you have any questions.

**Funding Source:**

Health Insurance – 11110.XXXXX.524100

Dental Insurance – 11110.XXXXX.524200

**2020 Health Insurance Premium Cost Sharing**

*QHDHP / Blue Select w/ Spira*

Plan A		Total	Employee		City	
			%	\$	%	\$
	EE Only	567.69	0%	0.00 <sup>1</sup>	100%	567.69
	EE + Spouse	1,192.17	1%	7.44	99%	1,184.74
	EE + Child(ren)	1,021.85	0%	0.00 <sup>2</sup>	100%	1,021.85
	Family	1,639.97	4%	69.16	96%	1,570.82

1, 2 - Those electing this plan and tier will receive a contribution by the City to their individual UMB HSA on the first pay date in January and July of 2020 (1 - \$590.58 / 2 - \$989.58).

*QHDHP / Preferred Care Blue*

Plan B		Total	Employee		City	
			%	\$	%	\$
	EE Only	659.28	0%	0.00 <sup>3</sup>	100%	659.28
	EE + Spouse	1,384.48	14%	199.74	86%	1,184.74
	EE + Child(ren)	1,186.70	0%	0.00	100%	1,186.70
	Family	1,904.53	18%	333.72	82%	1,570.82

3 - Those electing this plan and tier will receive a contribution of \$41.04 by the City to their individual UMB HSA on the first pay date in January and July of 2020.

*PPO / Blue Select (Base)*

Plan C		Total	Employee		City	
			%	\$	%	\$
	EE Only	679.71	2%	13.60	98%	666.12
	EE + Spouse	1,427.39	17%	242.66	83%	1,184.74
	EE + Child(ren)	1,223.47	3%	36.70	97%	1,186.78
	Family	1,963.53	20%	392.72	80%	1,570.82

*PPO / Preferred Care Blue*

Plan D		Total	Employee		City	
			%	\$	%	\$
	EE Only	760.82	12%	94.70	88%	666.12
	EE + Spouse	1,597.72	26%	412.98	74%	1,184.74
	EE + Child(ren)	1,369.47	13%	182.70	87%	1,186.78
	Family	2,197.85	29%	627.04	71%	1,570.82

*Buy-Up PPO / Preferred Care Blue*

Plan E		Total	Employee		City	
			%	\$	%	\$
	EE Only	889.09	25%	222.98	75%	666.12
	EE + Spouse	1,867.10	37%	682.36	63%	1,184.74
	EE + Child(ren)	1,600.37	26%	413.60	74%	1,186.78
	Family	2,568.42	39%	997.60	61%	1,570.82

**2020 Dental Insurance Premium Cost Sharing**

Base		Total	Employee		City	
			%	\$	%	\$
	EE Only	31.32	15%	4.70	85%	26.62
	EE + 1	65.78	55%	36.18	45%	29.60
	Family	117.00	70%	81.90	30%	35.10

Buy-Up		Total	Employee		City	
			%	\$	%	\$
	EE Only	36.60	27%	9.98	73%	26.62
	EE + 1	76.88	61%	47.28	39%	29.60
	Family	136.74	74%	101.64	26%	35.10

**DRAFT**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE 2020 EMPLOYEE BENEFIT PLAN DOCUMENTS.**

**WHEREAS**, the City of Leawood desires to continue providing benefits to its employees by approving employee benefit plan documents for 2020.

**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 renewal of certain employee benefit documents listed below:

- Benefit and Rate confirmations with BCBSKC for health plans
- Commission Disclosure with BCBSKC and Holmes Murphy and Associates
- Agreements with Delta Dental of Kansas, Inc. to provide Base and Buy-Up dental plans

**SECTION TWO:** This resolution shall become effective upon passage.

**PASSED** by the Governing Body this 7<sup>th</sup> day of October, 2019.

**APPROVED** by the Mayor this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Peggy J. Dunn, Mayor

**[SEAL]**

**ATTEST:**

\_\_\_\_\_  
Debra Harper, CMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia A. Bennett, City Attorney



Kansas City

Confirmation of Coverage	
<b>Group Name:</b>	City of Leawood
<b>Offer Name:</b>	2020 Renewal
<b>Group Number:</b>	30678000
<b>State:</b>	Kansas
<b>Effective Date:</b>	01/01/2020
<b>Important Notes:</b>	
Offer-Related Information	
A. General Information	
<b>Contract Term:</b>	12 Months
<b>Subsequent Renewal Terms:</b>	12 Months
<b>Renewal Notification:</b>	120 Days
<b>Annual Enrollment Period Start:</b>	30 Days prior to Group Anniversary Date
<b>Annual Enrollment Period End:</b>	15 Days after Group Anniversary Date
<b>Waiting Period:</b>	0 Days
<b>Eligibility Rule:</b>	First Day of Month Following Waiting Period
<b>Termination Rule:</b>	Last day of month following termination
<b>Dependent Limiting Age:</b>	26 Years
<b>Dependent Limiting Age Termination:</b>	EOY following birthday
<b>Is Employer subject to ERISA?:</b>	No
<b>Are Section 125 Enrollment Changes Allowed?:</b>	Yes
<b>HSA Bank Selection:</b>	UMB
<b>Reinstatement Fee:</b>	\$500
B. Medical Programs and Services	
<b>AHY (subscribers/spouse with medical):</b>	AHY (100+)
<b>AHY Standard Buyup (employees with no medical):</b>	No
<b>Wellness Stipend:</b>	\$17,500
<b>24-Hour Nurse Line:</b>	Yes
<b>Healthy Companion:</b>	Yes
<b>Livongo Program</b>	Yes
<b>Rx Personal Medication Coach:</b>	Yes
<b>Rx Savings Solution:</b>	Yes

<b>Rx Carve-in Credits:</b>	No
<b>C. Blue KC Vision Coverage</b>	
<b>Blue Vue Base:</b>	No
<b>Blue Vue 10/100:</b>	No
<b>Blue Vue 10/130:</b>	No
<b>Blue Vue 10/150:</b>	No
<b>Blue Vue 10/200:</b>	No
<b>Blue Vue 0/130:</b>	No
<b>Blue Vue 0/150:</b>	No
<b>Blue Vue 0/200:</b>	No
<b>Blue Vue Non-Standard:</b>	
<b>D. USAble Coverage</b>	
<b>Term Life:</b>	No
<b>AD&amp;D:</b>	No
<b>Blue KC Provided Billing Service:</b>	
<b>E. Principal Coverage</b>	
<b>Group Term Life:</b>	No
<b>Voluntary Life:</b>	No
<b>Long Term Disability (LTD):</b>	No
<b>Short Term Disability (STD):</b>	No
<b>Critical Illness:</b>	No
<b>Accident:</b>	No
<b>Dental:</b>	No
<b>Vision:</b>	No

<b>Offer Summary and Signatures</b>	
<b>Plans included in this Offer:</b>	
For details about the plans included in this offer, please see the attached Plan information.	
<b>Preferred-Care Blue PPO Base Plan (C3HN)</b>	
<b>Preferred-Care Blue PPO Buy Up II Plan (C3HK)</b>	
<b>Preferred-Care Blue BlueSaver Plan (C3HM)</b>	
<b>BlueSelect Plus Base Plan (C3HL)</b>	
<b>PPO BlueSaver SpiraCare - HSA (C3HI)</b>	

Confirmed by: City of Leawood

Accepted by Blue Cross and  
Blue Shield of Kansas City:

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Signature

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Signature

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Title

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Title

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Date

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Date

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# Kansas City

Plan Information		
<b>Group Name:</b>	City of Leawood	
<b>Plan Name:</b>	Preferred-Care Blue PPO Base Plan	
<b>Group Number:</b>	30678000	
<b>State:</b>	Kansas	
<b>Effective Date:</b>	01/01/2020	
<b>For Internal Use Only:</b>	Package: 0750260543 XREF: C3HN Medical: 0751130872 Rx: 0734580435	
1. General Plan Information		
<b>Benefit Period</b>	Calendar Year	
<b>Funding</b>	Fully Insured	
<b>Grandfathered Status</b>	Non-Grandfathered	
<b>Consumer-Driven Health Plan (CDHP)</b>	N/A	
<b>Religious Employer?</b>	N/A	
<b>Classification of Eligible Employees</b>	All full-time employees actively working 27 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program	
<b>Eligibility</b>		
Min % of Eligible Employees	75%	
% Threshold of Total Employee Enrollment	90%	
Minimum Employer Contribution – Eligible Employees	75%	
Minimum Employer Contribution – Total Account Premium	50%	
COBRA Billing	Employer	
Are Domestic Partners Covered?	No	
Are Same Sex Spouses Covered?	Yes	
Insurance Coverage Creditable (Medicare Part D)	Yes	
<b>Compass</b>	Compass Not included	
2. Network		
Local Medical Network	Preferred-Care Blue	
Out-of-Area Medical Network	BlueCard PPO/EPO	
Pharmacy	See Pharmacy (Sections 5 & 6)	
3. Cost Sharing		
<b>Medical Deductible - Calendar Year, Embedded</b> All INN & OON Cross Accum	<b>In-Network</b>	<b>Out-of-Network</b>

Individual	\$500	\$500
Family	\$1,000	\$1,000
<b>Pharmacy Deductible</b>	No Pharmacy Deductible	
<b>Medical Coinsurance</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Member Pays	20%	40%
Plan Pays	80%	60%
<b>Out-of-Pocket Limit - Calendar Year, Embedded</b> All INN & OON Cross Accum The Out-of-Pocket limit includes all Deductibles, Coinsurance, and Copayments a member pays during the Benefit Period.	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$3,500	\$7,000
Family	\$7,000	\$14,000
<b>Pharmacy Out-of-Pocket Limit</b>	Combined with Medical	
<b>Annual First Dollar Coverage</b>	Does not apply	Does not apply
<b>Annual Maximum</b>	Does not apply	Does not apply
<b>Lifetime Maximum</b>	Does not apply	Does not apply
<b>4. Benefits</b>		
<b>Professional Services</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Primary Care Physician Office Visit</b> - An internist, family practitioner, general practitioner, or pediatrician.	\$25 Copay/Visit, no Deductible	40% Coinsurance after Deductible
<b>BDTC Primary Care Physician Office Visit</b>	Does not apply	Not applicable
<b>Specialist Physician Office Visit</b> - Doctors of Medicine (MD), Doctors of Osteopathy (DO), except Primary Care Physicians, and other medical practitioners such as optometrists, psychologists and chiropractors.	\$35 Copay/Visit, no Deductible	40% Coinsurance after Deductible
<b>Urgent Care Office Visit</b>	\$35 Copay/Visit, no Deductible	40% Coinsurance after Deductible
<b>BDTC Urgent Care Office Visit</b>	Does not apply	Not applicable
<b>Designated Telehealth Care Visit</b> Telehealth visit provided by Blue KC telehealth partner(s). All other telehealth services subject to applicable cost sharing.	No member cost share	Not applicable
<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>ABA Services</b> ABA Services Age Limits: Mandated Limits ABA Services Hours Limits: Mandated Limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Abortion</b>	Not covered	Not covered
<b>Acupuncture</b>	Not covered	Not covered
<b>Allergy Testing</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Allergy Treatment</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Ambulance - Air</b> Air Ambulance Allowable Option: Billed Charges	20% Coinsurance after Deductible	20% Coinsurance after In-Network Deductible
<b>Ambulance - Ground</b> Ground Ambulance Allowable Option: 150% of Medicare	20% Coinsurance after Deductible	20% Coinsurance after In-Network Deductible
<b>Assisted Reproductive Services</b>	Not covered	Not covered
<b>Autism-Related Services</b> No limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Bariatric Services</b>	Not covered	Not covered
<b>BDC+ Surgery</b>	Not covered	Not covered
<b>Chiropractic Services Office Visit</b>	Same as Specialist Office Visit Cost Shares	Same as Specialist Office Visit Cost Shares
<b>Cranial Remodeling Devices</b> Prior Authorization Policy Applies No limits Required to follow Blue KC Medical Policy?: Yes	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Dental Anesthesia</b> Maximum age limit of 5 Years	Missouri/Kansas Default	Missouri/Kansas Default
<b>Diabetic Equipment and Supplies</b> Prior Authorization Policy Applies	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Diabetic Footwear</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Diabetic Pump</b>	Covered as Durable Medical Equipment (DME)	Covered as Durable Medical Equipment (DME)
<b>Diabetic Self Management Education/Training (DSMT)</b>	No member cost share	40% Coinsurance after Deductible
<b>Durable Medical Equipment (DME)</b> Prior Authorization Policy Applies No limits	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Elective Male Sterilization</b>	No member cost share	40% Coinsurance after Deductible
<b>Emergency Services</b> Copay Waiver Rule: Copay Waived if Admitted	\$200 Copay/Visit, then Deductible, then 20% Coinsurance	\$200 Copay/Visit, then In-Network Deductible, then 20% Coinsurance
<b>Food and Food Products for PKU</b> Maximum benefit of \$5,000/Calendar Year for In-Network and Out-of-Network	Covered	Covered
<b>Foot Orthotics</b>	Not covered	Not covered
<b>Gender Dysphoria-Related Services</b> Prior Authorization Policy Applies Gender Dysphoria Cost Shares Apply to Cosmetic Surgery: No Gender Dysphoria Cost Shares Apply to Non-Surgical Services: Yes Gender Dysphoria Cost Shares Apply to Reassignment Surgery: Yes	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Hearing Aids</b>	Not covered	Not covered
<b>Hearing Aids - Bone Anchored Hearing Aids</b>	Not covered	Not covered
<b>High Tech Radiology (MRI, MRA, PET, CT)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	40% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Home Health Care</b> Prior Authorization Policy Applies Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Home Hospice</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Immunizations - Not Routine Preventive</b>	Not covered	Not covered
<b>Infertility and Impotency Diagnosis &amp; Treatment</b>	Not covered	Not covered
<b>Inpatient Hospice</b> Prior Authorization Policy Applies Maximum benefit of 14 Day(s)/Lifetime for In-Network and Out-of-Network	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Inpatient Physician Services</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Labs Performed in Office / Independent Lab</b>	No member cost share	40% Coinsurance after Deductible
<b>Maternity</b> Dependent Daughters Maternity Covered?: Yes	Covered	Covered
<b>Mental Health and Substance Abuse Services - Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Inpatient Physician Services</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Office Visit</b>	No member cost share	40% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Outpatient Therapy</b>	No member cost share	40% Coinsurance after Deductible
<b>Nutritional Counseling</b>	Not covered	Not covered
<b>Organ Transplant Services</b> Prior Authorization Policy Applies	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Organ Transplant Travel Expenses</b>	Not covered	Not covered
<b>Other Services Performed in Office</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Physician Services</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Surgery</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Therapy - Cardiac Therapy</b> No limits	20% Coinsurance after Deductible	40% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Outpatient Therapy - Cognitive Therapy</b>	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Therapy - Hearing Therapy</b> Combined with Speech Therapy Limits	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Therapy - Occupational Therapy</b> Combined with Physical Therapy Limits	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Therapy - Physical Therapy</b> Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Therapy - Pulmonary Therapy</b> No limits	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Outpatient Therapy - Skeletal Manipulation</b> Prior Authorization Policy Applies Out-of-Network	Covered as Physical Therapy	Covered as Physical Therapy
<b>Outpatient Therapy - Speech Therapy</b> Maximum benefit of 20 Visit(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Penile Prostheses/Implant</b>	Not covered	Not covered
<b>Private Duty Nursing</b> Combined with Home Health Care Limits	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Routine Preventive Care</b> Diabetes Prevention Program (DPP): Covered Preventive Schedule: PPACA+ (Women's Preventive)	No member cost share	40% Coinsurance after Deductible
<b>Skilled Nursing Facility (SNF)</b> Prior Authorization Policy Applies Maximum benefit of 30 Day(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Temporomandibular Joint (TMJ)</b> No limits TMJ Diagnosis and Surgical Treatment (for accidental injury, fracture, tumors): Yes TMJ Non-surgical Treatment: No TMJ Orthognathic Surgery: No	20% Coinsurance after Deductible	40% Coinsurance after Deductible
<b>Vision Exam-Routine</b> Maximum benefit of 1 Exam/Calendar Year for In-Network and Out-of-Network	\$25 Copay/Visit, no Deductible	40% Coinsurance after Deductible
<b>Vision Hardware</b>	Not covered	Not covered
<b>Weight Loss Drugs (covered in Pharmacy cost shares)</b>	Not Covered	Not Covered
<b>Weight Management - Naturally Slim</b>	No member cost share	Not Covered
<b>Wigs</b>	Not covered	Not covered
<b>X-Rays and Radiology</b> Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	40% Coinsurance after Deductible

5. General Pharmacy Information		
<b>Pharmacy Network(s)</b>	<b>Network 1: National Plus</b>	
<b>Prescription Drug List</b> Learn more about the drugs covered by your plan, drug category/tier, prior authorization and step therapy by reviewing your prescription drug list on <a href="http://MyBlueKC.com">MyBlueKC.com</a>	National Preferred	
<b>Outpatient Prescription Drug Deductible</b> You must pay all the costs up to the Deductible amount before this plan begins to pay for covered services.	<b>In-Network</b> Does Not Apply	<b>Out-of-Network</b> Does Not Apply
<b>Outpatient Prescription Drug Out-of-Pocket Limits</b> The Out-of-Pocket Limit is the most you could pay during the Calendar Year for your share of the cost of covered services.	<b>In-Network</b> Combined with Medical Out-of-Pocket	<b>Out-of-Network</b> Combined with Medical Out-of-Pocket
<b>Maintenance Medication Program</b>	Not applicable	
<b>Generics Program</b>	Not Applicable	
<b>Rx Savings Solutions</b> A team of pharmacists and pharmacy technician will help you make sure you're getting the best possible pricing for your medicines. Member support is available Monday – Friday, 7 a.m. to 7 p.m. CST.	Register online at <a href="http://MyBlueKC.com">MyBlueKC.com</a> and stay up-to-date on cost saving opportunities. Email: <a href="mailto:info@rxsavingsllc.com">info@rxsavingsllc.com</a> PH: 1-800-268-4476	
6. Plan Benefits – Pharmacy		
	In-Network	Out-of-Network
<b>Retail Pharmacy (Short-term supply: Up to 34 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> \$10 Copay/Fill	\$10 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> \$30 Copay/Fill	\$30 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$50 Copay/Fill	\$50 Copay/Fill, then 50% Coinsurance
<b>Retail Pharmacy (Long-term supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> \$20 Copay/Fill	\$20 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> \$60 Copay/Fill	\$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$100 Copay/Fill	\$100 Copay/Fill, then 50% Coinsurance
<b>Mail Order Pharmacy (Mail Order supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic</b>	\$20 Copay/Fill	\$20 Copay/Fill, then 50% Coinsurance

<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic</b>	\$60 Copay/Fill	\$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand</b>	\$100 Copay/Fill	\$100 Copay/Fill, then 50% Coinsurance
<b>Value-Based Benefits (VBB) Included Conditions: CAD, Diabetes</b>		
<b>VBB Retail Pharmacy (Short-term supply) Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> No member cost share	50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> No member cost share	50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$25 Copay/Fill	\$25 Copay/Fill, then 50% Coinsurance
<b>VBB Retail Pharmacy (Long-term supply) Drug Tier 1: Generic / Generic Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>VBB Mail Order Pharmacy Drug Tier 1: Generic / Generic Specialty</b>	No member cost share	50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	No member cost share	50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	\$50 Copay/Fill	\$50 Copay/Fill, then 50% Coinsurance
<b>Weight Loss Drugs</b>	Not covered	Not covered

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# Kansas City

Plan Information		
<b>Group Name:</b>	City of Leawood	
<b>Plan Name:</b>	Preferred-Care Blue PPO Buy Up II Plan	
<b>Group Number:</b>	30678000	
<b>State:</b>	Kansas	
<b>Effective Date:</b>	01/01/2020	
<b>For Internal Use Only:</b>	Package: 0727020678 XREF: C3HK Medical: 0508410138 Rx: 0734580435	
1. General Plan Information		
<b>Benefit Period</b>	Calendar Year	
<b>Funding</b>	Fully Insured	
<b>Grandfathered Status</b>	Non-Grandfathered	
<b>Consumer-Driven Health Plan (CDHP)</b>	N/A	
<b>Religious Employer?</b>	N/A	
<b>Classification of Eligible Employees</b>	All full-time employees actively working 27 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program	
<b>Eligibility</b>		
Min % of Eligible Employees	75%	
% Threshold of Total Employee Enrollment	90%	
Minimum Employer Contribution – Eligible Employees	75%	
Minimum Employer Contribution – Total Account Premium	50%	
COBRA Billing	Employer	
Are Domestic Partners Covered?	No	
Are Same Sex Spouses Covered?	Yes	
Insurance Coverage Creditable (Medicare Part D)	Yes	
<b>Compass</b>	Compass Not included	
2. Network		
Local Medical Network	Preferred-Care Blue	
Out-of-Area Medical Network	BlueCard PPO/EPO	
Pharmacy	See Pharmacy (Sections 5 & 6)	
3. Cost Sharing		
<b>Medical Deductible - Calendar Year, Embedded</b> All INN & OON Cross Accum	<b>In-Network</b>	<b>Out-of-Network</b>

Individual	\$0	\$1,000
Family	\$0	\$2,000
<b>Pharmacy Deductible</b>	No Pharmacy Deductible	
<b>Medical Coinsurance</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Member Pays	10%	30%
Plan Pays	90%	70%
<b>Out-of-Pocket Limit - Calendar Year, Embedded</b> All INN & OON Cross Accum The Out-of-Pocket limit includes all Deductibles, Coinsurance, and Copayments a member pays during the Benefit Period.	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$1,500	\$3,000
Family	\$3,000	\$6,000
<b>Pharmacy Out-of-Pocket Limit</b>	Combined with Medical	
<b>Annual First Dollar Coverage</b>	Does not apply	Does not apply
<b>Annual Maximum</b>	Does not apply	Does not apply
<b>Lifetime Maximum</b>	Does not apply	Does not apply
<b>4. Benefits</b>		
<b>Professional Services</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Primary Care Physician Office Visit</b> - An internist, family practitioner, general practitioner, or pediatrician.	\$20 Copay/Visit	30% Coinsurance after Deductible
<b>BDTC Primary Care Physician Office Visit</b>	Does not apply	Not applicable
<b>Specialist Physician Office Visit</b> - Doctors of Medicine (MD), Doctors of Osteopathy (DO), except Primary Care Physicians, and other medical practitioners such as optometrists, psychologists and chiropractors.	\$20 Copay/Visit	30% Coinsurance after Deductible
<b>Urgent Care Office Visit</b>	\$20 Copay/Visit	30% Coinsurance after Deductible
<b>BDTC Urgent Care Office Visit</b>	Does not apply	Not applicable
<b>Designated Telehealth Care Visit</b> Telehealth visit provided by Blue KC telehealth partner(s). All other telehealth services subject to applicable cost sharing.	No member cost share	Not applicable
<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>ABA Services</b> ABA Services Age Limits: Mandated Limits ABA Services Hours Limits: Mandated Limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Abortion</b>	Not covered	Not covered
<b>Acupuncture</b>	Not covered	Not covered
<b>Allergy Testing</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Allergy Treatment</b>	10% Coinsurance	30% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Ambulance - Air</b> Air Ambulance Allowable Option: Billed Charges	10% Coinsurance	10% Coinsurance, no Deductible
<b>Ambulance - Ground</b> Ground Ambulance Allowable Option: 150% of Medicare	10% Coinsurance	10% Coinsurance, no Deductible
<b>Assisted Reproductive Services</b>	Not covered	Not covered
<b>Autism-Related Services</b> No limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Bariatric Services</b>	Not covered	Not covered
<b>BDC+ Surgery</b>	Not covered	Not covered
<b>Chiropractic Services Office Visit</b>	Same as Specialist Office Visit Cost Shares	Same as Specialist Office Visit Cost Shares
<b>Cranial Remodeling Devices</b> Prior Authorization Policy Applies No limits Required to follow Blue KC Medical Policy?: Yes	10% Coinsurance	30% Coinsurance after Deductible
<b>Dental Anesthesia</b> Maximum age limit of 5 Years	Missouri/Kansas Default	Missouri/Kansas Default
<b>Diabetic Equipment and Supplies</b> Prior Authorization Policy Applies	10% Coinsurance	30% Coinsurance after Deductible
<b>Diabetic Footwear</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Diabetic Pump</b>	Covered as Durable Medical Equipment (DME)	Covered as Durable Medical Equipment (DME)
<b>Diabetic Self Management Education/Training (DSMT)</b>	No member cost share	30% Coinsurance after Deductible
<b>Durable Medical Equipment (DME)</b> Prior Authorization Policy Applies No limits	10% Coinsurance	30% Coinsurance after Deductible
<b>Elective Male Sterilization</b>	No member cost share	30% Coinsurance after Deductible
<b>Emergency Services</b> Copay Waiver Rule: Copay Waived if Admitted	\$75 Copay/Visit, then 10% Coinsurance	\$75 Copay/Visit, then 10% Coinsurance. no Deductible
<b>Food and Food Products for PKU</b> Maximum benefit of \$5,000/Calendar Year for In-Network and Out-of-Network	Covered	Covered
<b>Foot Orthotics</b>	Not covered	Not covered
<b>Gender Dysphoria-Related Services</b> Prior Authorization Policy Applies Gender Dysphoria Cost Shares Apply to Cosmetic Surgery: No Gender Dysphoria Cost Shares Apply to Non-Surgical Services: Yes Gender Dysphoria Cost Shares Apply to Reassignment Surgery: Yes	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Hearing Aids</b>	Not covered	Not covered
<b>Hearing Aids - Bone Anchored Hearing Aids</b>	Not covered	Not covered
<b>High Tech Radiology (MRI, MRA, PET, CT)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	10% Coinsurance	30% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Home Health Care</b> Prior Authorization Policy Applies Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	10% Coinsurance	30% Coinsurance after Deductible
<b>Home Hospice</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Immunizations - Not Routine Preventive</b>	Not covered	Not covered
<b>Infertility and Impotency Diagnosis &amp; Treatment</b>	Not covered	Not covered
<b>Inpatient Hospice</b> Prior Authorization Policy Applies Maximum benefit of 14 Day(s)/Lifetime for In-Network and Out-of-Network	10% Coinsurance	30% Coinsurance after Deductible
<b>Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	10% Coinsurance	30% Coinsurance after Deductible
<b>Inpatient Physician Services</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Labs Performed in Office / Independent Lab</b>	No member cost share	30% Coinsurance after Deductible
<b>Maternity</b> Dependent Daughters Maternity Covered?: Yes	Covered	Covered
<b>Mental Health and Substance Abuse Services - Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	10% Coinsurance	30% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Inpatient Physician Services</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Office Visit</b>	No member cost share	30% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Outpatient Therapy</b>	No member cost share	30% Coinsurance after Deductible
<b>Nutritional Counseling</b>	Not covered	Not covered
<b>Organ Transplant Services</b> Prior Authorization Policy Applies	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Organ Transplant Travel Expenses</b>	Not covered	Not covered
<b>Other Services Performed in Office</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Physician Services</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Surgery</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Therapy - Cardiac Therapy</b> No limits	10% Coinsurance	30% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Outpatient Therapy - Cognitive Therapy</b>	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Therapy - Hearing Therapy</b> Combined with Speech Therapy Limits	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Therapy - Occupational Therapy</b> Combined with Physical Therapy Limits	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Therapy - Physical Therapy</b> Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Therapy - Pulmonary Therapy</b> No limits	10% Coinsurance	30% Coinsurance after Deductible
<b>Outpatient Therapy - Skeletal Manipulation</b> Prior Authorization Policy Applies Out-of-Network	Covered as Physical Therapy	Covered as Physical Therapy
<b>Outpatient Therapy - Speech Therapy</b> Maximum benefit of 20 Visit(s)/Calendar Year for In-Network and Out-of-Network	10% Coinsurance	30% Coinsurance after Deductible
<b>Penile Prosthesis/Implant</b>	Not covered	Not covered
<b>Private Duty Nursing</b> Combined with Home Health Care Limits	10% Coinsurance	30% Coinsurance after Deductible
<b>Routine Preventive Care</b> Diabetes Prevention Program (DPP): Covered Preventive Schedule: PPACA+ (Women's Preventive)	No member cost share	30% Coinsurance after Deductible
<b>Skilled Nursing Facility (SNF)</b> Prior Authorization Policy Applies Maximum benefit of 30 Day(s)/Calendar Year for In-Network and Out-of-Network	10% Coinsurance	30% Coinsurance after Deductible
<b>Temporomandibular Joint (TMJ)</b> No limits TMJ Diagnosis and Surgical Treatment (for accidental injury, fracture, tumors): Yes TMJ Non-surgical Treatment: No TMJ Orthognathic Surgery: No	10% Coinsurance	30% Coinsurance after Deductible
<b>Vision Exam-Routine</b> Maximum benefit of 1 Exam/Calendar Year for In-Network and Out-of-Network	\$20 Copay/Visit	30% Coinsurance after Deductible
<b>Vision Hardware</b>	Not covered	Not covered
<b>Weight Loss Drugs (covered in Pharmacy cost shares)</b>	Not Covered	Not Covered
<b>Weight Management - Naturally Slim</b>	No member cost share	Not Covered
<b>Wigs</b>	Not covered	Not covered
<b>X-Rays and Radiology</b> Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	10% Coinsurance	30% Coinsurance after Deductible

5. General Pharmacy Information		
<b>Pharmacy Network(s)</b>	<b>Network 1: National Plus</b>	
<b>Prescription Drug List</b> Learn more about the drugs covered by your plan, drug category/tier, prior authorization and step therapy by reviewing your prescription drug list on <a href="http://MyBlueKC.com">MyBlueKC.com</a>	National Preferred	
<b>Outpatient Prescription Drug Deductible</b> You must pay all the costs up to the Deductible amount before this plan begins to pay for covered services.	<b>In-Network</b> Does Not Apply	<b>Out-of-Network</b> Does Not Apply
<b>Outpatient Prescription Drug Out-of-Pocket Limits</b> The Out-of-Pocket Limit is the most you could pay during the Calendar Year for your share of the cost of covered services.	<b>In-Network</b> Combined with Medical Out-of-Pocket	<b>Out-of-Network</b> Combined with Medical Out-of-Pocket
<b>Maintenance Medication Program</b>	Not applicable	
<b>Generics Program</b>	Not Applicable	
<b>Rx Savings Solutions</b> A team of pharmacists and pharmacy technician will help you make sure you're getting the best possible pricing for your medicines. Member support is available Monday – Friday, 7 a.m. to 7 p.m. CST.	Register online at <a href="http://MyBlueKC.com">MyBlueKC.com</a> and stay up-to-date on cost saving opportunities. <b>Email:</b> <a href="mailto:info@rxsavingsllc.com">info@rxsavingsllc.com</a> <b>PH:</b> 1-800-268-4476	
6. Plan Benefits – Pharmacy		
	In-Network	Out-of-Network
<b>Retail Pharmacy (Short-term supply: Up to 34 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> \$10 Copay/Fill	\$10 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> \$30 Copay/Fill	\$30 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$50 Copay/Fill	\$50 Copay/Fill, then 50% Coinsurance
<b>Retail Pharmacy (Long-term supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> \$20 Copay/Fill	\$20 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> \$60 Copay/Fill	\$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$100 Copay/Fill	\$100 Copay/Fill, then 50% Coinsurance
<b>Mail Order Pharmacy (Mail Order supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic</b>	\$20 Copay/Fill	\$20 Copay/Fill, then 50% Coinsurance

<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic</b>	\$60 Copay/Fill	\$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand</b>	\$100 Copay/Fill	\$100 Copay/Fill, then 50% Coinsurance
<b>Value-Based Benefits (VBB) Included Conditions: CAD, Diabetes</b>		
<b>VBB Retail Pharmacy (Short-term supply) Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> No member cost share	50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> No member cost share	50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$25 Copay/Fill	\$25 Copay/Fill, then 50% Coinsurance
<b>VBB Retail Pharmacy (Long-term supply) Drug Tier 1: Generic / Generic Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>VBB Mail Order Pharmacy Drug Tier 1: Generic / Generic Specialty</b>	No member cost share	50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	No member cost share	50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	\$50 Copay/Fill	\$50 Copay/Fill, then 50% Coinsurance
<b>Weight Loss Drugs</b>	Not covered	Not covered

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# Kansas City

Plan Information		
<b>Group Name:</b>	City of Leawood	
<b>Plan Name:</b>	Preferred-Care Blue BlueSaver Plan	
<b>Group Number:</b>	30678000	
<b>State:</b>	Kansas	
<b>Effective Date:</b>	01/01/2020	
<b>For Internal Use Only:</b>	Package: 0743210880 XREF: C3HM Medical: 0744220600 Rx: 0749140995	
1. General Plan Information		
<b>Benefit Period</b>	Calendar Year	
<b>Funding</b>	Fully Insured	
<b>Grandfathered Status</b>	Non-Grandfathered	
<b>Consumer-Driven Health Plan (CDHP)</b>	HSA	
<b>Religious Employer?</b>	N/A	
<b>Classification of Eligible Employees</b>	All full-time employees actively working 27 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program	
<b>Eligibility</b>		
Min % of Eligible Employees	75%	
% Threshold of Total Employee Enrollment	90%	
Minimum Employer Contribution – Eligible Employees	75%	
Minimum Employer Contribution – Total Account Premium	50%	
<b>COBRA Billing</b>	Employer	
<b>Are Domestic Partners Covered?</b>	No	
<b>Are Same Sex Spouses Covered?</b>	Yes	
<b>Insurance Coverage Creditable (Medicare Part D)</b>	Yes	
<b>Compass</b>	Compass Not included	
2. Network		
Local Medical Network	Preferred-Care Blue	
Out-of-Area Medical Network	BlueCard PPO/EPO	
Pharmacy	See Pharmacy (Sections 5 & 6)	
3. Cost Sharing		
<b>Medical Deductible - Calendar Year, Embedded All INN &amp; OON Cross Accum</b>	<b>In-Network</b>	<b>Out-of-Network</b>

Individual	\$2,800	\$2,800
Family	\$5,600	\$5,600
<b>Pharmacy Deductible</b>	Combined with Medical	
<b>Medical Coinsurance</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Member Pays	0%	20%
Plan Pays	100%	80%
<b>Out-of-Pocket Limit - Calendar Year, Embedded</b> All INN & OON Cross Accum The Out-of-Pocket limit includes all Deductibles, Coinsurance, and Copayments a member pays during the Benefit Period.	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$2,800	\$5,600
Family	\$5,600	\$11,200
<b>Pharmacy Out-of-Pocket Limit</b>	Combined with Medical	
<b>Annual First Dollar Coverage</b>	Does not apply	Does not apply
<b>Annual Maximum</b>	Does not apply	Does not apply
<b>Lifetime Maximum</b>	Does not apply	Does not apply
<b>4. Benefits</b>		
<b>Professional Services</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Primary Care Physician Office Visit</b> - An internist, family practitioner, general practitioner, or pediatrician.	Deductible, then no charge	20% Coinsurance after Deductible
<b>BDTC Primary Care Physician Office Visit</b>	Does not apply	Not applicable
<b>Specialist Physician Office Visit</b> - Doctors of Medicine (MD), Doctors of Osteopathy (DO), except Primary Care Physicians, and other medical practitioners such as optometrists, psychologists and chiropractors.	Deductible, then no charge	20% Coinsurance after Deductible
<b>Urgent Care Office Visit</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>BDTC Urgent Care Office Visit</b>	Does not apply	Not applicable
<b>Designated Telehealth Care Visit</b> Telehealth visit provided by Blue KC telehealth partner(s). All other telehealth services subject to applicable cost sharing.	Deductible, then no charge	Not applicable
<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>ABA Services</b> ABA Services Age Limits: Mandated Limits ABA Services Hours Limits: Mandated Limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Abortion</b>	Not covered	Not covered
<b>Acupuncture</b>	Not covered	Not covered
<b>Allergy Testing</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Allergy Treatment</b>	Deductible, then no charge	20% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Ambulance - Air</b> Air Ambulance Allowable Option: Billed Charges	Deductible, then no charge	In-Network Deductible, then no charge
<b>Ambulance - Ground</b> Ground Ambulance Allowable Option: 150% of Medicare	Deductible, then no charge	In-Network Deductible, then no charge
<b>Assisted Reproductive Services</b>	Not covered	Not covered
<b>Autism-Related Services</b> No limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Bariatric Services</b>	Not covered	Not covered
<b>BDC+ Surgery</b>	Not covered	Not covered
<b>Chiropractic Services Office Visit</b>	Same as Specialist Office Visit Cost Shares	Same as Specialist Office Visit Cost Shares
<b>Cranial Remodeling Devices</b> Prior Authorization Policy Applies No limits Required to follow Blue KC Medical Policy?: Yes	Deductible, then no charge	20% Coinsurance after Deductible
<b>Dental Anesthesia</b> Maximum age limit of 5 Years	Missouri/Kansas Default	Missouri/Kansas Default
<b>Diabetic Equipment and Supplies</b> Prior Authorization Policy Applies	Deductible, then no charge	20% Coinsurance after Deductible
<b>Diabetic Footwear</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Diabetic Pump</b>	Covered as Durable Medical Equipment (DME)	Covered as Durable Medical Equipment (DME)
<b>Diabetic Self Management Education/Training (DSMT)</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Durable Medical Equipment (DME)</b> Prior Authorization Policy Applies No limits	Deductible, then no charge	20% Coinsurance after Deductible
<b>Elective Male Sterilization</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Emergency Services</b>	Deductible, then no charge	In-Network Deductible, then no charge
<b>Food and Food Products for PKU</b> Maximum benefit of \$5,000/Calendar Year for In-Network and Out-of-Network	Covered	Covered
<b>Foot Orthotics</b>	Not covered	Not covered
<b>Gender Dysphoria-Related Services</b> Prior Authorization Policy Applies Gender Dysphoria Cost Shares Apply to Cosmetic Surgery: No Gender Dysphoria Cost Shares Apply to Non-Surgical Services: Yes Gender Dysphoria Cost Shares Apply to Reassignment Surgery: Yes	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Hearing Aids</b>	Not covered	Not covered
<b>Hearing Aids - Bone Anchored Hearing Aids</b>	Not covered	Not covered
<b>High Tech Radiology (MRI, MRA, PET, CT)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Deductible, then no charge	20% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Home Health Care</b> Prior Authorization Policy Applies Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	Deductible, then no charge	20% Coinsurance after Deductible
<b>Home Hospice</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Immunizations - Not Routine Preventive</b>	Not covered	Not covered
<b>Infertility and Impotency Diagnosis &amp; Treatment</b>	Not covered	Not covered
<b>Inpatient Hospice</b> Prior Authorization Policy Applies Maximum benefit of 14 Day(s)/Lifetime for In-Network and Out-of-Network	Deductible, then no charge	20% Coinsurance after Deductible
<b>Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Deductible, then no charge	20% Coinsurance after Deductible
<b>Inpatient Physician Services</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Labs Performed in Office / Independent Lab</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Maternity</b> Dependent Daughters Maternity Covered?: Yes	Covered	Covered
<b>Mental Health and Substance Abuse Services - Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Deductible, then no charge	20% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Inpatient Physician Services</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Office Visit</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Outpatient Therapy</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Nutritional Counseling</b>	Not covered	Not covered
<b>Organ Transplant Services</b> Prior Authorization Policy Applies	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Organ Transplant Travel Expenses</b>	Not covered	Not covered
<b>Other Services Performed in Office</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Physician Services</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Surgery</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Therapy - Cardiac Therapy</b> No limits	Deductible, then no charge	20% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Outpatient Therapy - Cognitive Therapy</b>	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Therapy - Hearing Therapy</b> Combined with Speech Therapy Limits	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Therapy - Occupational Therapy</b> Combined with Physical Therapy Limits	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Therapy - Physical Therapy</b> Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Therapy - Pulmonary Therapy</b> No limits	Deductible, then no charge	20% Coinsurance after Deductible
<b>Outpatient Therapy - Skeletal Manipulation</b> Prior Authorization Policy Applies Out-of-Network	Covered as Physical Therapy	Covered as Physical Therapy
<b>Outpatient Therapy - Speech Therapy</b> Maximum benefit of 20 Visit(s)/Calendar Year for In-Network and Out-of-Network	Deductible, then no charge	20% Coinsurance after Deductible
<b>Penile Prosthesis/Implant</b>	Not covered	Not covered
<b>Private Duty Nursing</b> Combined with Home Health Care Limits	Deductible, then no charge	20% Coinsurance after Deductible
<b>Routine Preventive Care</b> Diabetes Prevention Program (DPP): Covered Preventive Schedule: PPACA+ (Women's Preventive)	No member cost share	20% Coinsurance after Deductible
<b>Skilled Nursing Facility (SNF)</b> Prior Authorization Policy Applies Maximum benefit of 30 Day(s)/Calendar Year for In-Network and Out-of-Network	Deductible, then no charge	20% Coinsurance after Deductible
<b>Temporomandibular Joint (TMJ)</b> No limits TMJ Diagnosis and Surgical Treatment (for accidental injury, fracture, tumors): Yes TMJ Non-surgical Treatment: No TMJ Orthognathic Surgery: No	Deductible, then no charge	20% Coinsurance after Deductible
<b>Vision Exam-Routine</b> Maximum benefit of 1 Exam/Calendar Year for In-Network and Out-of-Network	Deductible, then no charge	20% Coinsurance after Deductible
<b>Vision Hardware</b>	Not covered	Not covered
<b>Weight Loss Drugs (covered in Pharmacy cost shares)</b>	Not Covered	Not Covered
<b>Weight Management - Naturally Slim</b>	No member cost share	Not Covered
<b>Wigs</b>	Not covered	Not covered
<b>X-Rays and Radiology</b> Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Deductible, then no charge	20% Coinsurance after Deductible

5. General Pharmacy Information		
<b>Pharmacy Network(s)</b>	<b>Network 1: National Plus</b>	
<b>Prescription Drug List</b> Learn more about the drugs covered by your plan, drug category/tier, prior authorization and step therapy by reviewing your prescription drug list on <a href="http://MyBlueKC.com">MyBlueKC.com</a>	National Preferred	
<b>Outpatient Prescription Drug Deductible</b> You must pay all the costs up to the Deductible amount before this plan begins to pay for covered services.	<b>In-Network</b> Combined with Medical Deductible	<b>Out-of-Network</b> Combined with Medical Deductible
<b>Outpatient Prescription Drug Out-of-Pocket Limits</b> The Out-of-Pocket Limit is the most you could pay during the Calendar Year for your share of the cost of covered services.	<b>In-Network</b> Combined with Medical Out-of-Pocket	<b>Out-of-Network</b> Combined with Medical Out-of-Pocket
<b>Maintenance Medication Program</b>	Not applicable	
<b>Generics Program</b>	Not Applicable	
<b>Rx Savings Solutions</b> A team of pharmacists and pharmacy technician will help you make sure you're getting the best possible pricing for your medicines. Member support is available Monday – Friday, 7 a.m. to 7 p.m. CST.	Register online at <a href="http://MyBlueKC.com">MyBlueKC.com</a> and stay up-to-date on cost saving opportunities. Email: <a href="mailto:info@rxsavingskc.com">info@rxsavingskc.com</a> PH: 1-800-268-4476	
6. Plan Benefits – Pharmacy		
	In-Network	Out-of-Network
<b>Retail Pharmacy (Short-term supply: Up to 34 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$10 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$30 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$50 Copay/Fill, then 50% Coinsurance
<b>Retail Pharmacy (Long-term supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$20 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$100 Copay/Fill, then 50% Coinsurance
<b>Mail Order Pharmacy (Mail Order supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic</b>	Deductible, then no charge	Deductible, then \$20 Copay/Fill, then 50% Coinsurance

<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic</b>	Deductible, then no charge	Deductible, then \$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand</b>	Deductible, then no charge	Deductible, then \$100 Copay/Fill, then 50% Coinsurance
<b>Preventive Drugs</b> <b>Retail Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$10 Copay/Fill, then 50% Coinsurance
<b>Retail Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$30 Copay/Fill, then 50% Coinsurance
<b>Retail Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$50 Copay/Fill, then 50% Coinsurance
<b>Mail Order Drug Tier 1: Generic / Generic Specialty</b>	Deductible, then no charge	Deductible, then \$20 Copay/Fill, then 50% Coinsurance
<b>Mail Order Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	Deductible, then no charge	Deductible, then \$60 Copay/Fill, then 50% Coinsurance
<b>Mail Order Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	Deductible, then no charge	Deductible, then \$100 Copay/Fill, then 50% Coinsurance
<b>Weight Loss Drugs</b>	Not covered	Not covered

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# Kansas City

Plan Information		
<b>Group Name:</b>	City of Leawood	
<b>Plan Name:</b>	BlueSelect Plus Base Plan	
<b>Group Number:</b>	30678000	
<b>State:</b>	Kansas	
<b>Effective Date:</b>	01/01/2020	
<b>For Internal Use Only:</b>	Package: 0737030437 XREF: C3HL Medical: 0737370687 Rx: 0734580435	
1. General Plan Information		
<b>Benefit Period</b>	Calendar Year	
<b>Funding</b>	Fully Insured	
<b>Grandfathered Status</b>	Non-Grandfathered	
<b>Consumer-Driven Health Plan (CDHP)</b>	N/A	
<b>Religious Employer?</b>	N/A	
<b>Classification of Eligible Employees</b>	All full-time employees actively working 27 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program	
<b>Eligibility</b>		
Min % of Eligible Employees	75%	
% Threshold of Total Employee Enrollment	90%	
Minimum Employer Contribution – Eligible Employees	75%	
Minimum Employer Contribution – Total Account Premium	50%	
COBRA Billing	Employer	
Are Domestic Partners Covered?	No	
Are Same Sex Spouses Covered?	Yes	
Insurance Coverage Creditable (Medicare Part D)	Yes	
<b>Compass</b>	Compass Not included	
2. Network		
Local Medical Network	BlueSelect Plus	
Out-of-Area Medical Network	BlueCard PPO/EPO	
Pharmacy	See Pharmacy (Sections 5 & 6)	
3. Cost Sharing		
<b>Medical Deductible - Calendar Year, Embedded</b>	<b>In-Network</b>	<b>Out-of-Network</b>
All INN & OON Cross Accum		

Individual	\$500	\$1,500
Family	\$1,000	\$3,000
<b>Pharmacy Deductible</b>	No Pharmacy Deductible	
<b>Medical Coinsurance</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Member Pays	20%	50%
Plan Pays	80%	50%
<b>Out-of-Pocket Limit - Calendar Year, Embedded</b> All INN & OON Cross Accum The Out-of-Pocket limit includes all Deductibles, Coinsurance, and Copayments a member pays during the Benefit Period.	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$3,500	\$17,500
Family	\$7,000	\$35,000
<b>Pharmacy Out-of-Pocket Limit</b>	Combined with Medical	
<b>Annual First Dollar Coverage</b>	Does not apply	Does not apply
<b>Annual Maximum</b>	Does not apply	Does not apply
<b>Lifetime Maximum</b>	Does not apply	Does not apply
<b>4. Benefits</b>		
<b>Professional Services</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Primary Care Physician Office Visit</b> - An internist, family practitioner, general practitioner, or pediatrician.	\$25 Copay/Visit, no Deductible	50% Coinsurance after Deductible
<b>BDTC Primary Care Physician Office Visit</b>	Does not apply	Not applicable
<b>Specialist Physician Office Visit</b> - Doctors of Medicine (MD), Doctors of Osteopathy (DO), except Primary Care Physicians, and other medical practitioners such as optometrists, psychologists and chiropractors.	\$35 Copay/Visit, no Deductible	50% Coinsurance after Deductible
<b>Urgent Care Office Visit</b>	\$35 Copay/Visit, no Deductible	50% Coinsurance after Deductible
<b>BDTC Urgent Care Office Visit</b>	Does not apply	Not applicable
<b>Designated Telehealth Care Visit</b> Telehealth visit provided by Blue KC telehealth partner(s). All other telehealth services subject to applicable cost sharing.	No member cost share	Not applicable
<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>ABA Services</b> ABA Services Age Limits: Mandated Limits ABA Services Hours Limits: Mandated Limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Abortion</b>	Not covered	Not covered
<b>Acupuncture</b>	Not covered	Not covered
<b>Allergy Testing</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Allergy Treatment</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Ambulance - Air</b> Air Ambulance Allowable Option: Billed Charges	20% Coinsurance after Deductible	20% Coinsurance after In-Network Deductible
<b>Ambulance - Ground</b> Ground Ambulance Allowable Option: 150% of Medicare	20% Coinsurance after Deductible	20% Coinsurance after In-Network Deductible
<b>Assisted Reproductive Services</b>	Not covered	Not covered
<b>Autism-Related Services</b> No limits	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Bariatric Services</b>	Not covered	Not covered
<b>BDC+ Surgery</b>	Not covered	Not covered
<b>Chiropractic Services Office Visit</b>	Same as Specialist Office Visit Cost Shares	Same as Specialist Office Visit Cost Shares
<b>Cranial Remodeling Devices</b> Prior Authorization Policy Applies No limits Required to follow Blue KC Medical Policy?: Yes	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Dental Anesthesia</b> Maximum age limit of 5 Years	Missouri/Kansas Default	Missouri/Kansas Default
<b>Diabetic Equipment and Supplies</b> Prior Authorization Policy Applies	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Diabetic Footwear</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Diabetic Pump</b>	Covered as Durable Medical Equipment (DME)	Covered as Durable Medical Equipment (DME)
<b>Diabetic Self Management Education/Training (DSMT)</b>	No member cost share	50% Coinsurance after Deductible
<b>Durable Medical Equipment (DME)</b> Prior Authorization Policy Applies No limits	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Elective Male Sterilization</b>	No member cost share	50% Coinsurance after Deductible
<b>Emergency Services</b> Copay Waiver Rule: Copay Waived if Admitted	\$200 Copay/Visit, then Deductible, then 20% Coinsurance	\$200 Copay/Visit, then In-Network Deductible, then 20% Coinsurance
<b>Food and Food Products for PKU</b> Maximum benefit of \$5,000/Calendar Year for In-Network and Out-of-Network	Covered	Covered
<b>Foot Orthotics</b>	Not covered	Not covered
<b>Gender Dysphoria-Related Services</b> Prior Authorization Policy Applies Gender Dysphoria Cost Shares Apply to Cosmetic Surgery: No Gender Dysphoria Cost Shares Apply to Non-Surgical Services: Yes Gender Dysphoria Cost Shares Apply to Reassignment Surgery: Yes	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Hearing Aids</b>	Not covered	Not covered
<b>Hearing Aids - Bone Anchored Hearing Aids</b>	Not covered	Not covered
<b>High Tech Radiology (MRI, MRA, PET, CT)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	50% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Home Health Care</b> Prior Authorization Policy Applies Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Home Hospice</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Immunizations - Not Routine Preventive</b>	Not covered	Not covered
<b>Infertility and Impotency Diagnosis &amp; Treatment</b>	Not covered	Not covered
<b>Inpatient Hospice</b> Prior Authorization Policy Applies Maximum benefit of 14 Day(s)/Lifetime for In-Network and Out-of-Network	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Inpatient Physician Services</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Labs Performed in Office / Independent Lab</b>	No member cost share	50% Coinsurance after Deductible
<b>Maternity</b> Dependent Daughters Maternity Covered?: Yes	Covered	Covered
<b>Mental Health and Substance Abuse Services - Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Inpatient Physician Services</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Office Visit</b>	No member cost share	50% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Outpatient Therapy</b>	No member cost share	50% Coinsurance after Deductible
<b>Nutritional Counseling</b>	Not covered	Not covered
<b>Organ Transplant Services</b> Prior Authorization Policy Applies	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Organ Transplant Travel Expenses</b>	Not covered	Not covered
<b>Other Services Performed in Office</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Physician Services</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Surgery</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Therapy - Cardiac Therapy</b> No limits	20% Coinsurance after Deductible	50% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Outpatient Therapy - Cognitive Therapy</b>	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Therapy - Hearing Therapy</b> Combined with Speech Therapy Limits	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Therapy - Occupational Therapy</b> Combined with Physical Therapy Limits	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Therapy - Physical Therapy</b> Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Therapy - Pulmonary Therapy</b> No limits	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Outpatient Therapy - Skeletal Manipulation</b> Prior Authorization Policy Applies Out-of-Network	Covered as Physical Therapy	Covered as Physical Therapy
<b>Outpatient Therapy - Speech Therapy</b> Maximum benefit of 20 Visit(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Penile Prostheses/Implant</b>	Not covered	Not covered
<b>Private Duty Nursing</b> Combined with Home Health Care Limits	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Routine Preventive Care</b> Diabetes Prevention Program (DPP): Covered Preventive Schedule: PPACA+ (Women's Preventive)	No member cost share	50% Coinsurance after Deductible
<b>Skilled Nursing Facility (SNF)</b> Prior Authorization Policy Applies Maximum benefit of 30 Day(s)/Calendar Year for In-Network and Out-of-Network	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Temporomandibular Joint (TMJ)</b> No limits TMJ Diagnosis and Surgical Treatment (for accidental injury, fracture, tumors): Yes TMJ Non-surgical Treatment: No TMJ Orthognathic Surgery: No	20% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Vision Exam-Routine</b> Maximum benefit of 1 Exam/Calendar Year for In-Network and Out-of-Network	\$25 Copay/Visit, no Deductible	50% Coinsurance after Deductible
<b>Vision Hardware</b>	Not covered	Not covered
<b>Weight Loss Drugs (covered in Pharmacy cost shares)</b>	Not Covered	Not Covered
<b>Weight Management - Naturally Slim</b>	No member cost share	Not Covered
<b>Wigs</b>	Not covered	Not covered
<b>X-Rays and Radiology</b> Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	20% Coinsurance after Deductible	50% Coinsurance after Deductible

5. General Pharmacy Information		
<b>Pharmacy Network(s)</b>	<b>Network 1: National Plus</b>	
<b>Prescription Drug List</b> Learn more about the drugs covered by your plan, drug category/tier, prior authorization and step therapy by reviewing your prescription drug list on <a href="http://MyBlueKC.com">MyBlueKC.com</a>	National Preferred	
<b>Outpatient Prescription Drug Deductible</b> You must pay all the costs up to the Deductible amount before this plan begins to pay for covered services.	<b>In-Network</b> Does Not Apply	<b>Out-of-Network</b> Does Not Apply
<b>Outpatient Prescription Drug Out-of-Pocket Limits</b> The Out-of-Pocket Limit is the most you could pay during the Calendar Year for your share of the cost of covered services.	<b>In-Network</b> Combined with Medical Out-of-Pocket	<b>Out-of-Network</b> Combined with Medical Out-of-Pocket
<b>Maintenance Medication Program</b>	Not applicable	
<b>Generics Program</b>	Not Applicable	
<b>Rx Savings Solutions</b> A team of pharmacists and pharmacy technician will help you make sure you're getting the best possible pricing for your medicines. Member support is available Monday – Friday, 7 a.m. to 7 p.m. CST.	Register online at <a href="http://MyBlueKC.com">MyBlueKC.com</a> and stay up-to-date on cost saving opportunities. <b>Email:</b> <a href="mailto:info@rxsavingsllc.com">info@rxsavingsllc.com</a> <b>PH:</b> 1-800-268-4476	
6. Plan Benefits – Pharmacy		
	In-Network	Out-of-Network
<b>Retail Pharmacy (Short-term supply: Up to 34 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> \$10 Copay/Fill	\$10 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> \$30 Copay/Fill	\$30 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$50 Copay/Fill	\$50 Copay/Fill, then 50% Coinsurance
<b>Retail Pharmacy (Long-term supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> \$20 Copay/Fill	\$20 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> \$60 Copay/Fill	\$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$100 Copay/Fill	\$100 Copay/Fill, then 50% Coinsurance
<b>Mail Order Pharmacy (Mail Order supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic</b>	\$20 Copay/Fill	\$20 Copay/Fill, then 50% Coinsurance

<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic</b>	\$60 Copay/Fill	\$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand</b>	\$100 Copay/Fill	\$100 Copay/Fill, then 50% Coinsurance
<b>Value-Based Benefits (VBB) Included Conditions: CAD, Diabetes</b>		
<b>VBB Retail Pharmacy (Short-term supply) Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> No member cost share	50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> No member cost share	50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> \$25 Copay/Fill	\$25 Copay/Fill, then 50% Coinsurance
<b>VBB Retail Pharmacy (Long-term supply) Drug Tier 1: Generic / Generic Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	Matches Mail Order Cost Shares	Matches Mail Order Cost Shares
<b>VBB Mail Order Pharmacy Drug Tier 1: Generic / Generic Specialty</b>	No member cost share	50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	No member cost share	50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	\$50 Copay/Fill	\$50 Copay/Fill, then 50% Coinsurance
<b>Weight Loss Drugs</b>	Not covered	Not covered

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# Kansas City

Plan Information	
<b>Group Name:</b>	City of Leawood
<b>Plan Name:</b>	PPO BlueSaver SpiraCare - HSA
<b>Group Number:</b>	30678000
<b>State:</b>	Kansas
<b>Effective Date:</b>	01/01/2020
<b>For Internal Use Only:</b>	Package: 0718460155 XREF: C3HI Medical: 0256210887 Rx: 0713040478
<b>1. General Plan Information</b>	
<b>Benefit Period</b>	Calendar Year
<b>Funding</b>	Fully Insured
<b>Grandfathered Status</b>	Non-Grandfathered
<b>Consumer-Driven Health Plan (CDHP)</b>	HSA
<b>Religious Employer?</b>	N/A
<b>Classification of Eligible Employees</b>	All full-time employees actively working 27 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program.
<b>Eligibility</b>	
Min % of Eligible Employees	75%
% Threshold of Total Employee Enrollment	90%
Minimum Employer Contribution – Eligible Employees	75%
Minimum Employer Contribution – Total Account Premium	50%
COBRA Billing	Employer
Are Domestic Partners Covered?	No
Are Same Sex Spouses Covered?	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
<b>Compass</b>	Compass Not included
<b>2. Network</b>	
Local Medical Network	Spira Care BlueSelect Plus
Out-of-Area Medical Network	BlueCard PPO/EPO
Pharmacy	See Pharmacy (Sections 5 & 6)
<b>3. Cost Sharing</b>	

<b>Medical Deductible - Calendar Year, Embedded</b> All INN & OON Cross Accum	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$2,800	\$2,800	\$8,400
Family	\$5,600	\$5,600	\$16,800
<b>Pharmacy Deductible</b>	Combined with Medical		
<b>Medical Coinsurance</b>	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Member Pays	0%	0%	30%
Plan Pays	100%	100%	70%
<b>Out-of-Pocket Limit - Calendar Year, Embedded</b> All INN & OON Cross Accum The Out-of-Pocket limit includes all Deductibles, Coinsurance, and Copayments a member pays during the Benefit Period.	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$2,800	\$2,800	\$13,500
Family	\$5,600	\$5,600	\$54,000
<b>Pharmacy Out-of-Pocket Limit</b>	Combined with Medical		
<b>Annual First Dollar Coverage</b>	Does not apply	Does not apply	Does not apply
<b>Annual Maximum</b>	Does not apply	Does not apply	Does not apply
<b>Lifetime Maximum</b>	Does not apply	Does not apply	Does not apply
<b>4. Benefits</b>			
<b>Professional Services</b>	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Primary Care Physician Office Visit</b> - An internist, family practitioner, general practitioner, or pediatrician.	Deductible, then no charge	Deductible, then no charge	30% Coinsurance after Deductible
<b>BDTC Primary Care Physician Office Visit</b>	Not applicable	Does not apply	Not applicable
<b>Specialist Physician Office Visit</b> - Doctors of Medicine (MD), Doctors of Osteopathy (DO), except Primary Care Physicians, and other medical practitioners such as optometrists, psychologists and chiropractors.	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Urgent Care Office Visit</b>	Deductible, then no charge	Deductible, then no charge	30% Coinsurance after Deductible
<b>BDTC Urgent Care Office Visit</b>	Not applicable	Does not apply	Not applicable
<b>Designated Telehealth Care Visit</b> Telehealth visit provided by Blue KC telehealth partner(s). All other telehealth services subject to applicable cost sharing.	Not applicable	Deductible, then no charge	Not applicable
<b>Other Benefits (in alphabetical order)</b>	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>ABA Services</b> ABA Services Age Limits: Mandated Limits ABA Services Hours Limits: Mandated Limits	Not Applicable	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares

<b>Other Benefits (in alphabetical order)</b>	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Abortion</b>	Not covered	Not covered	Not covered
<b>Acupuncture</b>	Not covered	Not covered	Not covered
<b>Allergy Testing</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Allergy Treatment</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Ambulance - Air</b> Air Ambulance Allowable Option: Billed Charges	Not Applicable	Deductible, then no charge	In-Network Deductible, then no charge
<b>Ambulance - Ground</b> Ground Ambulance Allowable Option: 150% of Medicare	Not Applicable	Deductible, then no charge	In-Network Deductible, then no charge
<b>Assisted Reproductive Services</b>	Not covered	Not covered	Not covered
<b>Autism-Related Services</b> No limits	Not Applicable	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares
<b>Bariatric Services</b>	Not covered	Not covered	Not covered
<b>BDC+ Surgery</b>	Not covered	Not covered	Not covered
<b>Chiropractic Services Office Visit</b>	Not Applicable	Same as Specialist Office Visit Cost Shares	Same as Specialist Office Visit Cost Shares
<b>Cranial Remodeling Devices</b> Prior Authorization Policy Applies No limits Required to follow Blue KC Medical Policy?: Yes	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Dental Anesthesia</b> Maximum age limit of 5 Years	Not Applicable	Missouri/Kansas Default	Missouri/Kansas Default
<b>Diabetic Equipment and Supplies</b> Prior Authorization Policy Applies	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Diabetic Footwear</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Diabetic Pump</b>	Not Applicable	Covered as Durable Medical Equipment (DME)	Covered as Durable Medical Equipment (DME)
<b>Diabetic Self Management Education/Training (DSMT)</b>	Deductible, then no charge	Deductible, then no charge	30% Coinsurance after Deductible
<b>Durable Medical Equipment (DME)</b> Prior Authorization Policy Applies No limits	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Elective Male Sterilization</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Emergency Services</b>	Not Applicable	Deductible, then no charge	In-Network Deductible, then no charge
<b>Food and Food Products for PKU</b> Maximum benefit of \$5,000/Calendar Year for In-Network and Out-of-Network	Not Applicable	Covered	Covered
<b>Foot Orthotics</b>	Not covered	Not covered	Not covered
<b>Gender Dysphoria-Related Services</b> Prior Authorization Policy Applies Gender Dysphoria Cost Shares Apply to Cosmetic Surgery: No Gender Dysphoria Cost Shares Apply to Non-Surgical Services: Yes Gender Dysphoria Cost Shares Apply to Reassignment Surgery: Yes	Not Applicable	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares

<b>Other Benefits (in alphabetical order)</b>	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Hearing Aids</b>	Not covered	Not covered	Not covered
<b>Hearing Aids - Bone Anchored Hearing Aids</b>	Not covered	Not covered	Not covered
<b>High Tech Radiology (MRI, MRA, PET, CT)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Home Health Care</b> Prior Authorization Policy Applies Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Home Hospice</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Immunizations - Not Routine Preventive</b>	Not covered	Not covered	Not covered
<b>Infertility and Impotency Diagnosis &amp; Treatment</b>	Not covered	Not covered	Not covered
<b>Inpatient Hospice</b> Prior Authorization Policy Applies Maximum benefit of 14 Day(s)/Lifetime for In-Network and Out-of-Network	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Inpatient Physician Services</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Labs Performed in Office / Independent Lab</b>	Deductible, then no charge	Deductible, then no charge	30% Coinsurance after Deductible
<b>Maternity</b> Dependent Daughters Maternity Covered?: Yes	Covered	Covered	Covered
<b>Mental Health and Substance Abuse Services - Inpatient Hospital Facility (including Physician Services billed by Facility)</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Inpatient Physician Services</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Office Visit</b>	Deductible, then no charge	Deductible, then no charge	30% Coinsurance after Deductible
<b>Mental Health and Substance Abuse Services - Outpatient Therapy</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Nutritional Counseling</b>	Not covered	Not covered	Not covered
<b>Organ Transplant Services</b> Prior Authorization Policy Applies	Not Applicable	Subject to Applicable Cost Shares	Subject to Applicable Cost Shares

<b>Other Benefits (in alphabetical order)</b>	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Organ Transplant Travel Expenses</b>	Not covered	Not covered	Not covered
<b>Other Services Performed in Office</b>	Deductible, then no charge	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Physician Services</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Surgery</b> Prior Authorization Policy Applies Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Therapy - Cardiac Therapy</b> No limits	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Therapy - Cognitive Therapy</b>	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Therapy - Hearing Therapy</b> Combined with Speech Therapy Limits	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Therapy - Occupational Therapy</b> Combined with Physical Therapy Limits	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Therapy - Physical Therapy</b> Maximum benefit of 60 Visit(s)/Calendar Year for In-Network and Out-of-Network	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Therapy - Pulmonary Therapy</b> No limits	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Outpatient Therapy - Skeletal Manipulation</b> Prior Authorization Policy Applies Out-of-Network	Not Applicable	Covered as Physical Therapy	Covered as Physical Therapy
<b>Outpatient Therapy - Speech Therapy</b> Maximum benefit of 20 Visit(s)/Calendar Year for In-Network and Out-of-Network	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Penile Prostheses/Implant</b>	Not covered	Not covered	Not covered
<b>Private Duty Nursing</b> Combined with Home Health Care Limits	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Routine Preventive Care</b> Diabetes Prevention Program (DPP): Covered Preventive Schedule: PPACA+ (Women's Preventive)	No member cost share	No member cost share	30% Coinsurance after Deductible
<b>Skilled Nursing Facility (SNF)</b> Prior Authorization Policy Applies Maximum benefit of 30 Day(s)/Calendar Year for In-Network and Out-of-Network	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Temporomandibular Joint (TMJ)</b> No limits TMJ Diagnosis and Surgical Treatment (for accidental injury, fracture, tumors): Yes TMJ Non-surgical Treatment: No TMJ Orthognathic Surgery: No	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible

<b>Other Benefits (in alphabetical order)</b>	<b>Spira Care</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Vision Exam-Routine</b> Maximum benefit of 1 Exam/Calendar Year for In-Network and Out-of-Network	Not Applicable	Deductible, then no charge	30% Coinsurance after Deductible
<b>Vision Hardware</b>	Not covered	Not covered	Not covered
<b>Weight Loss Drugs (covered in Pharmacy cost shares)</b>	Not Covered	Not Covered	Not Covered
<b>Weight Management - Naturally Slim</b>	Not Applicable	Deductible, then no charge	Not Covered
<b>Wigs</b>	Not covered	Not covered	Not covered
<b>X-Rays and Radiology</b> Maximum benefit of \$200/Day for Out-of-Network/Non-Participating/In-Area Provider	Deductible, then no charge	Deductible, then no charge	30% Coinsurance after Deductible
<b>5. General Pharmacy Information</b>			
<b>Pharmacy Network(s)</b>	<b>Network 1: National Plus</b>		
<b>Prescription Drug List</b> Learn more about the drugs covered by your plan, drug category/tier, prior authorization and step therapy by reviewing your prescription drug list on <a href="http://MyBlueKC.com">MyBlueKC.com</a>	National Preferred		
<b>Outpatient Prescription Drug Deductible</b> You must pay all the costs up to the Deductible amount before this plan begins to pay for covered services.	<b>In-Network</b> Combined with Medical Deductible	<b>Out-of-Network</b> Combined with Medical Deductible	
<b>Outpatient Prescription Drug Out-of-Pocket Limits</b> The Out-of-Pocket Limit is the most you could pay during the Calendar Year for your share of the cost of covered services.	<b>In-Network</b> Combined with Medical Out-of-Pocket	<b>Out-of-Network</b> Combined with Medical Out-of-Pocket	
<b>Maintenance Medication Program</b>	Not applicable		
<b>Generics Program</b>	Not Applicable		
<b>Rx Savings Solutions</b> A team of pharmacists and pharmacy technician will help you make sure you're getting the best possible pricing for your medicines. Member support is available Monday – Friday, 7 a.m. to 7 p.m. CST.	Register online at <a href="http://MyBlueKC.com">MyBlueKC.com</a> and stay up-to-date on cost saving opportunities. <b>Email:</b> <a href="mailto:info@rxsavingsllc.com">info@rxsavingsllc.com</a> <b>PH:</b> 1-800-268-4476		
<b>6. Plan Benefits – Pharmacy</b>			
	<b>In-Network</b>	<b>Out-of-Network</b>	
<b>Retail Pharmacy (Short-term supply: Up to 34 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$10 Copay/Fill, then 50% Coinsurance	
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$30 Copay/Fill, then 50% Coinsurance	

<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$50 Copay/Fill, then 50% Coinsurance
<b>Retail Pharmacy (Long-term supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$20 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$100 Copay/Fill, then 50% Coinsurance
<b>Mail Order Pharmacy (Mail Order supply: Between 35-102 Days)</b> <b>Drug Tier 1: Generic</b>	Deductible, then no charge	Deductible, then \$20 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 2: Preferred Brand / Non-Preferred Generic</b>	Deductible, then no charge	Deductible, then \$60 Copay/Fill, then 50% Coinsurance
<b>Drug Tier 3: Non-Preferred Brand</b>	Deductible, then no charge	Deductible, then \$100 Copay/Fill, then 50% Coinsurance
<b>Preventive Drugs</b> <b>Retail Drug Tier 1: Generic / Generic Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$10 Copay/Fill, then 50% Coinsurance
<b>Retail Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$30 Copay/Fill, then 50% Coinsurance
<b>Retail Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	<b>National Plus:</b> Deductible, then no charge	Deductible, then \$50 Copay/Fill, then 50% Coinsurance
<b>Mail Order Drug Tier 1: Generic / Generic Specialty</b>	Deductible, then no charge	Deductible, then \$20 Copay/Fill, then 50% Coinsurance
<b>Mail Order Drug Tier 2: Preferred Brand / Non-Preferred Generic / Preferred Brand Specialty</b>	Deductible, then no charge	Deductible, then \$60 Copay/Fill, then 50% Coinsurance
<b>Mail Order Drug Tier 3: Non-Preferred Brand / Non-Preferred Brand Specialty</b>	Deductible, then no charge	Deductible, then \$100 Copay/Fill, then 50% Coinsurance
<b>Weight Loss Drugs</b>	Not covered	Not covered

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# Kansas City

## Fully Insured Rate Confirmation 1/1/20 – 12/31/20

**\*NOTE: Plan names on Rate Confirmation must match the Plan names on the Offer Signature page**

Preferred-Care Blue Base Rates	
Employee	\$760.82
Employee & Spouse	\$1,597.72
Employee & Child(ren)	\$1,369.47
Family	\$2,197.85

Preferred-Care Blue Buy-Up Rates	
Employee	\$889.09
Employee & Spouse	\$1,867.10
Employee & Child(ren)	\$1,600.37
Family	\$2,568.42

Preferred-Care Blue BlueSaver Rates	
Employee	\$659.28
Employee & Spouse	\$1,384.48
Employee & Child(ren)	\$1,186.70
Family	\$1,904.53

BlueSelect Plus Base Rates	
Employee	\$679.71
Employee & Spouse	\$1,427.39
Employee & Child(ren)	\$1,223.47
Family	\$1,963.53

Blue Select Plus PPO BlueSaver Spira Rates	
Employee	\$567.69
Employee & Spouse	\$1,192.17
Employee & Child(ren)	\$1,021.85
Family	\$1,639.97

Confirmed by:  
City of Leawood

Approved by:  
Blue Cross and Blue Shield of  
Kansas City

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Kansas City

## COMMISSION DISCLOSURE

Company Name: City of Leawood

### Commission Summary

Blue KC uses a **standard** commission schedule to compensate our agents and brokers. We currently pay brokers on a sliding 10% scale. Commissions are not paid on ACA-related taxes and fees.

Medical	Dental
<input checked="" type="checkbox"/> <b>Standard</b> <input type="checkbox"/> <b>Non-Standard</b> <input type="checkbox"/> Flat \$_____ per month <input type="checkbox"/> Flat \$_____ per employee per month <input checked="" type="checkbox"/> Flat or <input type="checkbox"/> Sliding 10%: equivalent of <u>0.66%</u> of premium excluding ACA taxes with equates to <u>0.61%</u> of premium including ACA taxes <input type="checkbox"/> NET of Commission These Medical products are a part of a private exchange powered by Liazon <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Funding Type: <u>Fully Insured</u></b>	<input type="checkbox"/> <b>Standard</b> <input type="checkbox"/> <b>Non-Standard</b> <input type="checkbox"/> Flat \$_____ per month <input type="checkbox"/> Flat \$_____ per employee per month <input type="checkbox"/> Flat or <input type="checkbox"/> Sliding 10%: equivalent of _____% of premium excluding ACA taxes with equates to _____% of premium including ACA taxes <input type="checkbox"/> NET of Commission These Dental products are a part of a private exchange powered by Liazon <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Funding Type: _____</b>

### Employer Information

**Client Name:**

**Client Signature:**

**Date**

### Broker Information

**Name: Jeff Spencer**

**Agency: Holmes Murphy**

**Agent Code:**

**Signature:**

*Jeff Spencer*  
Jeff Spencer (Sep 5, 2019)

**Date Sep 5, 2019**

\*\*\*FOR INTERNAL USE ONLY\*\*\*

**Effective Date: 1/1/20**

**Territory #: 2**

**Group #: 30678000**

**Sales and Marketing:**

*Jenny L. Housley*  
Jenny L. Housley (Sep 12, 2019)

**Date: Sep 12, 2019**

**Underwriting:**

*Drew Hatten*  
Drew Hatten (Sep 5, 2019)

**Date: Sep 5, 2019**

*Evan Martinez*  
Evan Martinez (Sep 5, 2019)

Sep 5, 2019



Revised August 21, 2019

August 8, 2019

Peggy Dunn  
City of Leawood  
4800 Town Center Dr  
Leawood, KS 66211

RE: **Renewal of Group Dental Contract**  
Group #699 - Base

Dear Ms. Dunn:

Your contract with Delta Dental of Kansas will renew on **January 1, 2020**. It is our pleasure to serve you and your employees again and we are committed to our continued partnership.

We are pleased to inform you that there will be **no increase** in premium for your dental plan in 2020. Effective **January 1, 2020**, the premium for your dental coverage will be as follows:

	<u>Current Rates</u>	<u>New Rates</u>	
Employee:	\$ 31.32	\$ 31.32	No Increase
Employee + 1:	\$ 65.78	\$ 65.78	No Increase
Family:	\$116.99	\$116.99	No Increase

**NOTE: New 2 year agreement: 2020 – As noted above; 2021 – 5% rate cap**

Enclosed is a policy endorsement to indicate your acceptance of this renewal. If options are provided, please initial the box next to your preferred option, then sign and return the endorsement via fax to (913) 381-8312, or email to [ddpkc@deltadentalks.com](mailto:ddpkc@deltadentalks.com). **This endorsement must be returned by December 1, 2019 to ensure timely submission of your group’s renewal.** Please attach a copy of the endorsement to your current contract for your records. *If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled at current benefit levels with the new rates noted above.*

We look forward to the continued opportunity to be of service to you and your employees. If you have any questions regarding your renewal, please feel free to contact me.

Sincerely,

Erin Baker  
Senior Account Manager

EB:rg

Enclosure

cc: Holmes Murphy & Associates LLC

Delta Dental of Kansas - Wichita  
1619 N. Waterfront Parkway  
P.O. Box 789769  
Wichita, KS 67278-9769  
316.264.8413

Delta Dental of Kansas - Leawood  
11300 Tomahawk Creek Parkway  
Pinnacle Corporate Centre, Suite 350  
Leawood, KS 66211  
913.381.4928

**RENEWAL ADDENDUM No. 5  
FOR GROUP #699**

Attached to and forming a part of the Agreement To Provide Dental Care Benefits between the **CITY OF LEAWOOD-BASE** (plan #699) and Delta Dental of Kansas, Inc.

It is agreed and understood that effective with the **January 1, 2020** renewal, Section I, Number 5 shall read:

<b>RENEWING WITH CURRENT BENEFITS:</b>			
<b>RATES:</b>	Employee:	\$ 31.32	No Increase
	Employee + 1:	\$ 65.78	No Increase
	Family:	\$116.99	No Increase

**NOTE: New 2 year agreement:  
2020 – As noted above  
2021 – 5% rate cap**

Please acknowledge acceptance of this renewal by signing below and returning the renewal confirmation by fax to (913) 381-8312 or by email to [ddpkc@deltadentalks.com](mailto:ddpkc@deltadentalks.com) by **December 1, 2019**.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agent's Name

  
\_\_\_\_\_  
Delta Dental of Kansas, Inc.

Please assist us in updating our records by providing the name & email address of your group administrator.

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

**WELLNESS CONNECTION** – As the dental benefits experts, we're here to help educate your employees on the importance of good oral health. Visit the **Wellness Connection** on our website, [www.deltadentalks.com](http://www.deltadentalks.com), to download easy-to-use wellness materials.

# Summary of Dental Plan Benefits

CITY OF LEAWOOD

Group #00699

Effective for January 1, 2020

**Benefit % Paid**

**Maximum Benefit(s) Per Person:**

The Maximum Benefit for all Covered Services for each Enrollee in any one Calendar Year is: One Thousand Dollars (\$1,000.00).

The Maximum Benefit for Orthodontic Services for each Enrollee is: One Thousand Five Hundred Dollars (\$1,500.00) during such person's lifetime. Payment for the Orthodontic Services shall not be included in determining the Maximum Benefit for each Calendar Year.

**Deductible Limitations:**  
Coverage for Diagnostic and Preventive Services are not subject to any Deductible amount. For all other covered benefits, the Calendar Year Deductible is:

\$25 x 3

**Eligible Children Ages:**  
Children are eligible for coverage to the end of the Calendar Year in which they turn age twenty-six (26).

**Right Start 4 Kids (RS4K)**  
Children, age twelve (12) and under, receive coverage at 100% for all services covered under the plan. Not subject to deductible, but plan's annual maximum and frequencies/limitations apply. Excludes orthodontics. Must see a Participating Premier or PPO Dentist or the plan's underlying contract applies including waiting periods, deductibles and coinsurance levels.

Delta Dental PPO	Delta Dental Premier	Non-participating		
<b>DIAGNOSTIC &amp; PREVENTIVE (Not Subject to Deductible)</b>				
100%	100%	100%	<b>Diagnostic:</b>	Includes the following procedures necessary to evaluate existing dental conditions and the dental care required: <ul style="list-style-type: none"> <li>• <u>Oral evaluations</u> - two (2) times per Calendar Year.</li> <li>• <u>Bitewing x-rays</u> - bitewings two (2) times per Calendar Year for dependents under age eighteen (18) and once (1) each twelve (12) months for adults age eighteen (18) and over.</li> <li>• <u>Full mouth or panoramic x-rays</u> - once (1) each five (5) years.</li> </ul>
100%	100%	100%	<b>Preventive:</b>	Provides for the following: <ul style="list-style-type: none"> <li>• <u>Prophylaxis</u> (Cleanings) - unlimited.</li> <li>• <u>Topical Fluoride</u> - two (2) times per Calendar Year for dependent children under age nineteen (19).</li> <li>• <u>Space Maintainers</u> - for dependent children under age fourteen (14) and only for premature loss of primary molars.</li> <li>• <u>Sealants</u> - once (1) per tooth per lifetime for dependent children under age sixteen (16) when applied only to permanent molars with no caries (decay) or restorations on the occlusal surface and with the occlusal surface intact.</li> </ul>
<b>BASIC (Subject to Deductible)</b>				
80%	80%	80%	<b>Ancillary:</b>	Provides for one (1) emergency examination per Plan year by the Dentist for the relief of pain.
80%	80%	80%	<b>Oral Surgery:</b>	Provides for extractions and other oral surgery including pre and post-operative care.
80%	80%	80%	<b>Regular Restorative:</b>	Provides amalgam (silver) restorations; composite (white) resin restorations on all teeth; and stainless steel crowns for dependents under age twelve (12).
80%	80%	80%	<b>Endodontics:</b>	Includes procedures for root canal treatments and root canal fillings. When covered, payment for root canal therapy is limited to only once (1) in any twenty-four (24) month period, per tooth.
<b>MAJOR (Subject to Deductible)</b>				
50%	50%	50%	<b>Periodontics:</b>	a. Includes procedures for the treatment of diseases of the tissues supporting the teeth. Periodontal maintenance is unlimited if diagnosed with periodontal treatment history. b. Surgical periodontal procedures.
50%	50%	50%	<b>Special Restorative:</b>	When teeth cannot be restored with a filling material listed in Regular Restorative Dentistry, provides for individual crowns.
50%	50%	50%	<b>Prosthodontics:</b>	a. Includes bridges, partial and complete dentures. b. Repairs and adjustments of bridges and dentures.
<b>ORTHODONTICS (Subject to Deductible)</b>				
50%	50%	50%	<b>Orthodontics:</b>	Includes orthodontic appliances and treatment, interceptive and corrective, for dependent children under age nineteen (19).

*This is a summary of benefits only and does not bind Delta Dental of Kansas to any coverage. Subscribers are encouraged to familiarize themselves with the details of their individual plan benefits. Subscribers are responsible for any required copayments, deductibles, or fees for services not covered by their plan at the time services are performed.*

*Please refer to the Description of Dental Care Coverage ("Benefits Booklet") for complete coverage information, including but not limited to any applicable exclusions and limitations. Coverage as described in the employer group's dental benefits contract with Delta Dental of Kansas is binding on all parties and supersedes all other written or oral communications.*



Revised August 21, 2019

August 8, 2019

Peggy Dunn  
City of Leawood  
4800 Town Center Dr  
Leawood, KS 66211

RE: **Renewal of Group Dental Contract**  
Group #4699 – Buy Up

Dear Ms. Dunn:

Your contract with Delta Dental of Kansas will renew on **January 1, 2020**. It is our pleasure to serve you and your employees again and we are committed to our continued partnership.

Even though Delta Dental makes every effort to hold increasing dental costs to a minimum, your dental premium renewal rates for January 1, 2020 experienced an increase. Effective **January 1, 2020**, the premium for your dental coverage will be as follows:

	<u>Current Rates</u>	<u>New Rates</u>
Employee:	\$ 34.86	\$ 36.60
Employee + 1:	\$ 73.22	\$ 76.88
Family:	\$130.22	\$136.73

**NOTE: New 2 year agreement: 2020 – As noted above; 2021 – 5% rate cap**

Enclosed is a policy endorsement to indicate your acceptance of this renewal. If options are provided, please initial the box next to your preferred option, then sign and return the endorsement via fax to (913) 381-8312, or email to [ddpkc@deltadentalks.com](mailto:ddpkc@deltadentalks.com). **This endorsement must be returned by December 1, 2019 to ensure timely submission of your group's renewal.** Please attach a copy of the endorsement to your current contract for your records. ***If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled at current benefit levels with the new rates noted above.***

We look forward to the continued opportunity to be of service to you and your employees. If you have any questions regarding your renewal, please feel free to contact me.

Sincerely,

Erin Baker  
Senior Account Manager

EB:rg

Enclosure

cc: Holmes Murphy & Associates LLC

Delta Dental of Kansas - Wichita  
1619 N. Waterfront Parkway  
P.O. Box 789769  
Wichita, KS 67278-9769  
316.264.8413

Delta Dental of Kansas - Leawood  
11300 Tomahawk Creek Parkway  
Pinnacle Corporate Centre, Suite 350  
Leawood, KS 66211  
913.381.4928

**RENEWAL ADDENDUM No. 5  
FOR GROUP #4699**

Attached to and forming a part of the Agreement To Provide Dental Care Benefits between the **CITY OF LEAWOOD-BUYUP** (plan #4699) and Delta Dental of Kansas, Inc.

It is agreed and understood that effective with the **January 1, 2020** renewal, Section I, Number 5 shall read:

RENEWING WITH CURRENT BENEFITS:		
RATES:	Employee:	\$ 36.60
	Employee + 1:	\$ 76.88
	Family:	\$136.73

**NOTE: New 2 year agreement:**  
2020 – As noted above  
2021 – 5% rate cap

Please acknowledge acceptance of this renewal by signing below and returning the renewal confirmation by fax to (913) 381-8312 or by email to [ddpkc@deltadentalks.com](mailto:ddpkc@deltadentalks.com) by **December 1, 2019**.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agent's Name

  
\_\_\_\_\_  
Delta Dental of Kansas, Inc.

Please assist us in updating our records by providing the name & email address of your group administrator.

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

**WELLNESS CONNECTION** – As the dental benefits experts, we're here to help educate your employees on the importance of good oral health. Visit the **Wellness Connection** on our website, [www.deltadentalks.com](http://www.deltadentalks.com), to download easy-to-use wellness materials.

# Summary of Dental Plan Benefits

CITY OF LEAWOOD

Group #04699

Effective for January 1, 2020

**Benefit % Paid**

**Maximum Benefit(s) Per Person:**

The Maximum Benefit for all Covered Services, including Implant Services, for each Enrollee in any one Calendar Year is: Two Thousand Dollars (\$2,000.00).

The Maximum Benefit for Orthodontic Services for each Enrollee is: One Thousand Five Hundred Dollars (\$1,500.00) during such person's lifetime. Payment for the Orthodontic Services shall not be included in determining the Maximum Benefit for each Calendar Year.

**Deductible Limitations:**

Coverage for Diagnostic and Preventive Services are not subject to any Deductible amount. For all other covered benefits, the Calendar Year Deductible is:

\$25 x 3

**Eligible Children Ages:**

Children are eligible for coverage to the end of the Calendar Year in which they turn age twenty-six (26).

**Right Start 4 Kids (RS4K)**

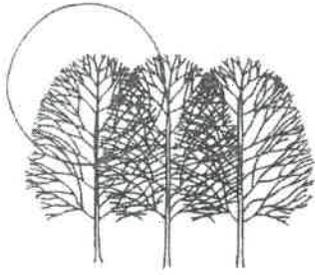
Children, age twelve (12) and under, receive coverage at 100% for all services covered under the plan.

Not subject to deductible, but plan's annual maximum and frequencies/limitations apply. Excludes orthodontics. Must see a Participating Premier or PPO Dentist or the plan's underlying contract applies including waiting periods, deductibles and coinsurance levels.

Delta Dental PPO	Delta Dental Premier	Non-participating		
			<b>DIAGNOSTIC &amp; PREVENTIVE (Not Subject to Deductible)</b>	
100%	100%	100%	<b>Diagnostic:</b>	Includes the following procedures necessary to evaluate existing dental conditions and the dental care required: <ul style="list-style-type: none"> <li>• <u>Oral evaluations</u> – two (2) times per Calendar Year.</li> <li>• <u>Bitewing x-rays</u> – bitewings two (2) times per Calendar Year for dependents under age eighteen (18) and once (1) each twelve (12) months for adults age eighteen (18) and over.</li> <li>• <u>Full mouth or panoramic x-rays</u> – once (1) each five (5) years.</li> </ul>
100%	100%	100%	<b>Preventive:</b>	Provides for the following: <ul style="list-style-type: none"> <li>• <u>Prophylaxis</u> (Cleanings) - unlimited.</li> <li>• <u>Topical Fluoride</u> – two (2) times per Calendar Year for dependent children under age nineteen (19).</li> <li>• <u>Space Maintainers</u> – for dependent children under age fourteen (14) and only for premature loss of primary molars.</li> <li>• <u>Sealants</u> – once (1) per tooth per lifetime for dependent children under age sixteen (16) when applied only to permanent molars with no caries (decay) or restorations on the occlusal surface and with the occlusal surface intact.</li> </ul>
			<b>BASIC (Subject to Deductible)</b>	
80%	80%	80%	<b>Ancillary:</b>	Provides for one (1) emergency examination per Plan year by the Dentist for the relief of pain.
80%	80%	80%	<b>Oral Surgery:</b>	Provides for extractions and other oral surgery including pre and post-operative care.
80%	80%	80%	<b>Regular Restorative:</b>	Provides amalgam (silver) restorations; composite (white) resin restorations on all teeth; and stainless steel crowns for dependents under age twelve (12).
80%	80%	80%	<b>Endodontics:</b>	Includes procedures for root canal treatments and root canal fillings. When covered, payment for root canal therapy is limited to only once (1) in any twenty-four (24) month period, per tooth.
			<b>MAJOR (Subject to Deductible)</b>	
50%	50%	50%	<b>Periodontics:</b>	a. Includes procedures for the treatment of diseases of the tissues supporting the teeth. Periodontal maintenance is unlimited if diagnosed with periodontal treatment history. b. Surgical periodontal procedures.
50%	50%	50%	<b>Special Restorative:</b>	When teeth cannot be restored with a filling material listed in Regular Restorative Dentistry, provides for individual crowns.
50%	50%	50%	<b>Prosthodontics:</b>	a. Includes bridges, partial and complete dentures. b. Repairs and adjustments of bridges and dentures. c. Implants.
			<b>ORTHODONTICS (Subject to Deductible)</b>	
50%	50%	50%	<b>Orthodontics:</b>	Includes orthodontic appliances and treatment, interceptive and corrective, for dependent children under age nineteen (19).

*This is a summary of benefits only and does not bind Delta Dental of Kansas to any coverage. Subscribers are encouraged to familiarize themselves with the details of their individual plan benefits. Subscribers are responsible for any required copayments, deductibles, or fees for services not covered by their plan at the time services are performed. Please refer to the Description of Dental Care Coverage ("Benefits Booklet") for complete coverage information, including but not limited to any applicable exclusions and limitations. Coverage as described in the employer group's dental benefits contract with Delta Dental of Kansas is binding on all parties and supersedes all other written or oral communications.*

[Return to Agenda](#)



# City of Leawood

7.I.

**Date:** October 7, 2019  
**To:** Mayor Dunn  
Members of the City Council  
**cc:** Scott Lambers, City Administrator  
**From:** Nicholas Sanders, Director of Human Resources  
**Subject:** 2020 Holiday Schedule

A handwritten signature in blue ink, appearing to read "Nicholas Sanders", is positioned to the right of the "From:" field.

---

Attached is the designated City Holiday Schedule for 2020. Please contact me at 913.663.9105 should you have any questions.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DESIGNATING HOLIDAYS FOR THE YEAR 2020, IN ACCORDANCE WITH THE PERSONNEL RULES AND REGULATIONS OF THE CITY OF LEAWOOD, KANSAS**

WHEREAS, after review of the holiday dates for the year 2020, staff recommends the below listed days and dates be adopted as recognized holidays for the City.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the following dates as recognized holidays for the year 2020:

<u>HOLIDAY</u>	<u>OBSERVED</u>
New Year’s Day	Wednesday, January 1, 2020
Martin Luther King, Jr., Day	Monday, January 20, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Thanksgiving	Thursday, November 26 & Friday, November 27, 2020
Christmas	Friday, December 25, 2020

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

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2019.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2019.

[SEAL]

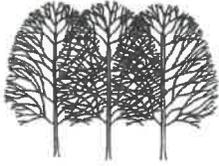
\_\_\_\_\_  
Peggy J. Dunn, Mayor

ATTEST:

\_\_\_\_\_  
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Bennett, City Attorney



# *City of Leawood*

## 2020

### Holiday Schedule



**New Year's Day**

**Wednesday, January 1, 2020**



**Martin Luther King, Jr. Day**

**Monday, January 20, 2020**



**Memorial Day**

**Monday, May 25, 2020**



**Independence Day**

**Friday, July 3, 2020\***



**Labor Day**

**Monday, September 7, 2020**



**Thanksgiving Day**

**Thursday, November 26, 2020**

**Friday, November 27, 2020**



**Christmas Day**

**Friday, December 25, 2020**



**Personal Days**

**Three (3)**

**\* Fire Department shift employees will observe Saturday, July 4, 2020.**

7.J.

# Staff Review

## Fact Sheet

**SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 1 TO  
ENGINEERING SERVICES AGREEMENT WITH BHC RHODES  
FOR DESIGN OF LEE BOULEVARD BETWEEN 83<sup>RD</sup> AND 95<sup>TH</sup>  
(PHASE II) October 7<sup>th</sup>, 2019**

### DISCUSSION

The Public Works Department is requesting the approval of Amendment No. 1 to an Engineering Services Agreement with BHC Rhodes for a preliminary drainage study and culvert extension/wingwall replacement at 9117 Lee Blvd. in the amount of \$29,930.00.

Amendment No. 1 includes a \$20,748.00 for a preliminary drainage study evaluating the drainage area from Lee Blvd to Lee Ct and from 93rd St to 95th St. The study will provide 3 potential options that may be used to address drainage issues in this area. One of the three options will include “green” solutions to address the drainage issues. The amendment also includes \$9,182.00 to design an extension of the existing box culvert that will accommodate replacing the guardrail to current standards.

The original contract with BHC Rhodes was approved September 16<sup>th</sup>, 2019, at a cost of \$248,900.00. This amendment revised the total contract value to \$278,830.00.

It is the recommendation of the Public Works Department the City Council approves Amendment No. 1 to the contract with BHC Rhodes in the amount of \$29,930.00 and authorizes the Mayor to sign same.

David Ley, P.E.  
Director of Public Works

### COUNCIL ACTION TO BE TAKEN

Approve Resolution and Amendment

### STAFF RECOMMENDATION

- For
- Against
- No position

### COMMITTEE RECOMMENDATION

- For
- Against
- No position
- No Assignment

### POLICY OR PROGRAM CHANGE

- No
- Yes

### OPERATIONAL IMPACT

### COSTS

\$29,930.00

### FUND SOURCES

Project #72054 - \$9,182.00

Project #77024 - \$20,748.00

**DRAFT**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THAT CERTAIN DESIGN ENGINEERING AGREEMENT DATED SEPTEMBER 16, 2019, IN THE AMOUNT OF \$29,930.00, BETWEEN THE CITY AND BRUNGARDT, HONOMICHL & COMPANY [BHC RHODES], FOR A PRELIMINARY DRAINAGE STUDY, LEE BLVD TO LEE CT FROM 93<sup>RD</sup> STREET TO 95<sup>TH</sup> STREET, AND CULVERT EXTENSION/WINGWALL REPLACEMENT AT 9117 LEE BOULEVARD [PHASE II] [PROJECT # 77024 & 72054]**

WHEREAS, the City is in need of engineering services pertaining to a drainage study and culvert extension/wingwall replacement;

WHEREAS, BHC Rhodes provides such services; and

WHEREAS, the parties desire to execute an amendment to the 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 amendment to the Engineering Agreement, in the amount of \$29,930.00, 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 7th day of October, 2019.

APPROVED by the Mayor this 7th day of October, 2019.

[SEAL]

\_\_\_\_\_  
Peggy J. Dunn, Mayor

ATTEST:

\_\_\_\_\_  
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Bennett, City Attorney

AMENDMENT NO 1

THIS AMENDMENT (“Amendment”) is agreed to by and between the City of Leawood, Kansas (“City”) and Brungardt, Honomichl & Company, PA (BHC Rhodes) (“Consulting Engineer”).

ARTICLE 1 - APPLICATION

This Amendment amends the Engineering Services Agreement for the Lee Boulevard (83<sup>rd</sup> to 95<sup>th</sup>), dated September 16th, 2019, any amendments thereto and any work orders, work authorizations, purchase orders or documents of similar effect issued thereunder, between City and Consulting Engineer (the “Agreement”).

ARTICLE 2 – AMENDMENT

The Agreement is hereby amended as follows:

1. Additional work needed for field survey and data processing identifying drainage swales and structures, analysis of existing conditions and develop options (3) for water issues. \$20,748.00
  
2. Field survey for survey of 100 feet north and south of the culvert \$ 9,182.00  
*See Attached Exhibit A*

These additional services shall be performed for the fixed, lump sum fee of \$29,930.00.

ARTICLE 3 – EFFECT

The effective date of this Amendment is October 7<sup>th</sup>, 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, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**Brungardt, Honomichl & Company, PA (BHC Rhodes)**

By: \_\_\_\_\_

Printed name \_\_\_\_\_

Title \_\_\_\_\_

# "EXHIBIT A"

Task No.	Task	Labor (Hours) / Rate											Reimbursable Expenses	Total Task Fee	
		Public Works						Surveying							
		Prin. Prog. Man. Randy Gorton	Project Manager David Smalling	Sr. Traffic Eng. David Smalling	Project Eng. Katie Bushong	Design Eng. Chris Ikenberry	Sr. Eng. Tech. Craig Drummond	Proj. Surveyor	Crew Chief	Crew Member	Labor				
\$175	\$165	\$165	\$140	\$111	\$111	\$125	\$97	\$77	Hours	Cost					
<b>1.</b>	<b>Stormwater Preliminary Engineering Study (PES) in NE Quadrant of 95th Street and Lee Boulevard to Lee Court</b>														
A.	Obtain ownership and encumbrance (O&E) information to determine right-of-way lines, property lines, and easement limits for up to eight (8) tracts from the title company. These address include Lee Boulevard (9401, 9415, 9429, 9435), Lee Court (9312, 9316, 9320), and 2326 95th Street.		1						2			3	\$415	\$2,800	\$3,215
B.	Perform field survey and data processing to identify drainage swales and structures in the northeast quadrant of 95th Street and Lee Boulevard to Lee Court.		2						8	32	32	74	\$6,898	\$840	\$7,738
C.	On-site meetings with residents and documentation of conversations.		4		8							12	\$1,780		\$1,780
D.	Analysis of existing conditions & pipe capacity.				8	4						12	\$1,564		\$1,564
E.	Site visit to review existing conditions.				3	3						6	\$753		\$753
F.	Develop three (3) options with cost estimates to alleviate storm water issues, one of which will include green infrastructure.				12	6						18	\$2,346		\$2,346
G.	Document the Stormwater PES in a Report.		2		20	2						24	\$3,352		\$3,352
	<b>Task 1 Subtotal</b>		<b>9</b>		<b>51</b>	<b>15</b>			<b>10</b>	<b>32</b>	<b>32</b>	<b>149</b>	<b>\$17,108</b>	<b>\$3,640</b>	<b>\$20,748</b>
<b>2.</b>	<b>Culvert Extension and Wingwall Replacement on East Side Only of Existing 8'x8' Culvert at 9117 Lee Boulevard</b>														
A.	Perform field survey and data processing to cover an additional 50' (ROW to 100' from Roadway Centerline) both upstream downstream. The survey will cover 100' north and south of the culvert.		2						2	8	8	20	\$1,972	\$200	\$2,172
B.	Incorporation into Plan Set (Field Check, Office Check, Final Plans).														
	Storm Sewer Profiles.				4	2	8						\$1,670		\$1,670
	RCB Auxiliary Details.				4	2	8						\$1,670		\$1,670
	Site-Specific RCB Sheet.		1		4	2	8						\$1,835		\$1,835
	Site-Specific Wingwall Sheet.		1		4	2	8					15	\$1,835		\$1,835
	<b>Task 2 Subtotal</b>		<b>4</b>		<b>16</b>	<b>8</b>	<b>32</b>		<b>2</b>	<b>8</b>	<b>8</b>	<b>35</b>	<b>\$8,982</b>	<b>\$200</b>	<b>\$9,182</b>
	<b>Project Total</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>67</b>	<b>23</b>	<b>32</b>		<b>12</b>	<b>40</b>	<b>40</b>	<b>184</b>	<b>\$26,090</b>	<b>\$3,840</b>	<b>\$29,930</b>

7.K.

# Staff Review

## Fact Sheet

**SUBJECT: APPROVE CONSTRUCTION AGREEMENT FOR THE RELOCATION OF THE CART PATH ON HOLE #9 AT IRONHORSE GOLF COURSE  
Mega Industries Corporation**

October 7, 2019

### DISCUSSION

The 2017 flood had a major impact on the creek bank adjacent to the #9 cart path at Ironhorse Golf Course, causing the bank to erode enough for use of the cart path to become a safety issue.

The damage was submitted to FEMA as part of the city's projects for which funding was requested. The project was initially approved for an amount of \$64,304.00 based on an estimate only. Ultimately, the project was bid and the following two bids were received:

Mega Industries	\$85,483.00
Kansas Heavy Constructors	\$87,978.25

FEMA (Federal Government) funds 75%. The state funds 10%, with the remaining 15% being the responsibility of the City

Mega has completed trail projects numerous times for the City, which have been completed to our satisfaction.

Staff is recommending approval of the agreement so that the contractor can start in the near future.



Chris Claxton, Director  
Parks & Recreation Department

### SPONSOR

Parks & Recreation Department

### COUNCIL ACTION TO BE TAKEN

Approve Construction Agreement with Mega Industries Corporation.

### STAFF RECOMMENDATION

- For
- Against
- No position

### COMMITTEE RECOMMENDATION

- For
- Against
- No position  No Assignment

### POLICY OR PROGRAM CHANGE

- No
- Yes

### OPERATIONAL IMPACT

### COSTS

\$85,483.00	Total Cost
\$12,822.45	City's Portion

### FUND SOURCES

13030 Capital Improvements  
74095.120.844000 Flood Damage Repairs

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT IN THE AMOUNT OF \$85,483.00, BETWEEN THE CITY AND MEGA INDUSTRIES CORPORATION, PERTAINING TO THE IRONHORSE HOLE #9 GOLF CART PATH RELOCATION PROJECT [PROJECT # 74095]**

WHEREAS, the City is in need of services pertaining to the golf cart relocation at hole #9 of Ironhorse Golf Club;

WHEREAS, Mega Industries Corporation provides such services; and

WHEREAS, the parties desire to execute 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 Mega Industries Corporation, in the amount of \$85,483.00, 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 7<sup>th</sup> day of October, 2019.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2019.

[SEAL]

\_\_\_\_\_  
Peggy J. Dunn, Mayor

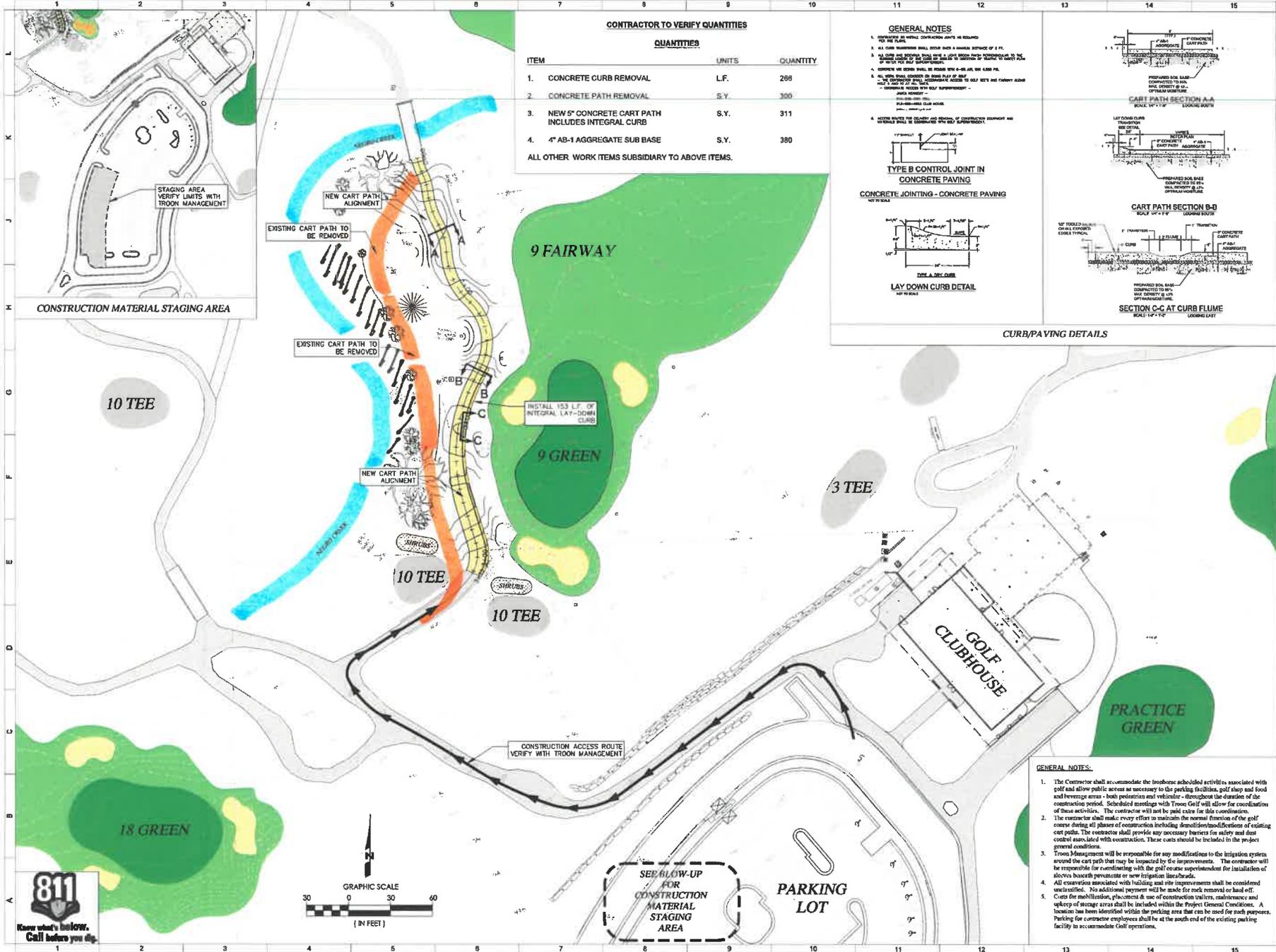
ATTEST:

\_\_\_\_\_  
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Bennett, City Attorney

 = Creek  
 = existing cart path  
 = relocated cart path  
 = creek bank



**Conti CONSULTING ENGINEERS**  
 1000 STATE LINE  
 LEANWORTH, KAN  
 TEL: (913) 642-8  
 FAX: (913) 642-8  
 www.contieng.com

**IRONHORSE HOLE 9 CARTPATH**

FOR CONSTR

REVISIONS

PROJECT NO:  
DATE:  
DRAWN BY:

SHEET TITLE  
**GENER LAYOUT**

**C10**

**Bid Tab For: 2019 IRONHORSE GOLF CLUB NO. 9 GREEN CART PATH RELOCATION**

**BID OPENING DATE:** August 22, 2019      **TIME:** 2:00 PM      **Held in Room:** COUNCIL CHAMBERS

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

CONTRACTOR	BID BOND		TOTAL BID
Mega Industries Corporation	YES	-----	\$85,483.00
Kansas Heavy Construction	YES	-----	\$87,978.25
Engineer's Estimate:	-----	-----	\$73,655.00
(Continental Consulting Engineers)			

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.

IRONHORSE  
HOLE 9 CARTPATH  
City of Leawod  
22-Aug-19  
2:00 p.m. Bid Opening

Engineer's Estimate  
Continental Consulting Engineers

MEGA INDUSTRIES

KANSAS HEAVY

Item No.	Item	Quantity	Unit	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1.01	Mobilization	1	LS	\$6,000.00	\$6,000.00	\$17,700.75	\$17,700.75	\$9,500.00	\$9,500.00
1.02	Contractor Construction Staking	1	LS	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
1.03	Preconstruction Documentation	1	LS	\$165.00	\$165.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
1.04	Erosion Control - Silt Fence & Inlet Protection	1	SY	\$4,000.00	\$4,000.00	\$980.00	\$980.00	\$2,500.00	\$2,500.00
1.05	Construction Fencing	375	LF	\$12.00	\$4,500.00	\$3.75	\$1,406.25	\$3.75	\$1,406.25
1.06	Concrete Curb Removal	286	LF	\$15.00	\$4,290.00	\$6.00	\$1,716.00	\$7.00	\$2,002.00
1.07	Concrete Cart Path Removal	300	LS	\$25.00	\$7,500.00	\$19.00	\$5,700.00	\$24.00	\$7,200.00
1.08	Area Inlet Modifications	3	LS	\$1,250.00	\$3,750.00	\$700.00	\$2,100.00	\$1,150.00	\$3,450.00
1.09	Rough Grading and Shaping	1	LS	\$2,880.00	\$2,880.00	\$11,000.00	\$11,000.00	\$8,575.00	\$8,575.00
1.10	4" AB-1 Aggregate Subbase	380	LS	\$12.00	\$4,560.00	\$12.50	\$4,750.00	\$15.50	\$5,890.00
1.11	New 5" Concrete Cart Path With Integral Curb	345	LS	\$58.00	\$20,010.00	\$64.00	\$22,080.00	\$79.00	\$27,255.00
1.12	Fine Grading - Sod Prep	1	LS	\$7,300.00	\$7,300.00	\$4,200.00	\$4,200.00	\$5,600.00	\$5,600.00
1.13	Material testing	1	LS	\$3,500.00	\$3,500.00	\$3,200.00	\$3,200.00	\$1,400.00	\$1,400.00
1.14	Topsoil Haul In Contingency	20	C.Y.	\$35.00	\$700.00	\$70.00	\$1,400.00	\$145.00	\$2,900.00
1.15	Force Account - Fixed	1	LS			\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
				<b>Total Construction</b>	<b>\$73,655.00</b>		<b>\$85,483.00</b>		<b>\$87,978.25</b>

CONTRACT AGREEMENT

IRONHORSE GOLF CLUB NO. 9 GREEN CART PATH RELOCATION

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 **Mega Industries, Corporation** 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: golf course no. 9 green cart path relocation..

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 golf course no. 9 green cart path 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:

Per the attached Ironhorse Golf Club No. 9 Green Cart Path Relocation Bid Proposal

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 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 **EIGHTY FIVE THOUSAND, FOUR HUNDRED-EIGHTY THREE DOLLARS AND NO CENTS (\$85,483.00)** for all Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor will commence work on **October 1st, 2019** and will complete all work covered by this contract **by December 1st, 2019.**

ARTICLE IV. Contractor specifically acknowledges and confirms that: [1] Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; [2] Contractor has furnished copies

of all Contract Documents to Contractor's insurance carrier[s] and its surety or sureties; and [3] Contractor's insurance carrier[s] and surety or sureties agree to be bound 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

**3(three)** counterparts of this contract in the prescribed form and manner, the day and year first above written.



connection with any other person, company or parties making a bid proposal or bid proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

### BID FORM

**PROJECT NAME: Ironhorse Golf Club No. 9 Green Cart Path Relocation**

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 SITE WORK

Item No.	Description	Units	Unit Quantity	Unit Price	Unit Total
1.01	MOBILIZATION	L.S.	1	17,700.75	17,700.75
1.02	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	1500.00	1500.00
1.03	PRECONSTRUCTION DOCUMENTATION	L.S.	1	250.00	250.00
1.04	EROSION CONTROL -SILT FENCE & INLET PROTECTION	L.S.	1	980.00	980.00
1.05	CONSTRUCTION FENCING	L.F.	375	3.75	1406.25
1.06	CONCRETE CURB REMOVAL	L.F.	286	6.00	1716.00
1.07	CONCRETE CART PATH REMOVAL	S.Y.	300	19.00	5700.00
1.08	AREA INLET MODIFICATIONS	EA	3	700.00	2100.00
1.09	ROUGH GRADING AND SHAPING	L.S.	1	11000.00	11000.00
1.10	4" AB-1 AGGREGATE SUBBASE	S.Y.	380	12.50	4750.00
1.11	NEW 5" CONCRETE CART PATH WITH INTEGRAL CURB	S.Y.	345	64.00	22080.00
1.12	FINE GRADING - SOD PREP	L.S.	1	4200.00	4200.00
1.13	MATERIAL TESTING	L.S.	1	3200.00	3200.00
1.14	TOPSOIL HAUL IN CONTINGENCY	C.Y.	20	70.00	1400.00
1.15	FORCE ACCOUNT - FIXED	L.S.	1	\$7,500.00	\$7,500.00

**TOTAL BID- 85,483.00**

Tyler W  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Tyler Wesselman

Vice President

8-22-19  
DATE

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

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

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

1491 Iron St., N. Kansas City MO 64116

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

Attached hereto is a Bid Proposal Bond for the sum of 5% of Bid (\$ \_\_\_\_\_) Dollars, made payable to the City of Leawood, Kansas.

Signature of Bidders:

If an individual: \_\_\_\_\_, doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_, by \_\_\_\_\_, member of firm

If a Corporation: MEGA Industries Corporation

BY Tyler W

TITLE Tyler Wesselman Vice President SBAL

Business Address of Bidder 1491 Iron St.

N. Kansas City  
MO 64116

If bidder is a corporation, supply the following information:

State in which incorporated Missouri

Name and business address of its:

President Brian Gordon

1491 Iron, N. KC MO 64116

Secretary Craig Bridgeman, COO

7.L.

# Memo

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

**From:** Dawn Long, Finance Director

**Date:** October 7, 2019

**Re:** Quint Fire Truck Lease

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Attached is the lease agreement between the City and Clayton Holdings for the purchase of a Quint fire truck and appurtenant equipment and support systems for the fire department. City staff was authorized the negotiation of this lease at the September 16, 2019 council meeting.

The lease agreement is in the amount of \$1,010,426.74 and for a term of ten years. The interest rate on the lease is 2.18% with ten equal principal and interest installments of \$112,351.47. The first payment will be due on March 20, 2020 with an annual payment due each March 20th through 2029. Total principal and interest over the life of the lease will be \$1,123,514.70.

Please contact me if you have any questions.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS AND CLAYTON HOLDINGS, LLC, PERTAINING TO THE LEASE OF A FIRE TRUCK AND APPURTENANT EQUIPMENT AND SUPPORT SYSTEMS IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,010,426.74**

**WHEREAS**, the City of Leawood, Kansas (“**Lessee**”) is a political subdivision of the State of Kansas (the “**State**”) and is duly organized and existing pursuant to the Constitution and laws of the State.

**WHEREAS**, pursuant to applicable law, the governing body of the Lessee (the “**Governing Body**”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

**WHEREAS**, the Governing Body hereby finds and determines that the execution of a State & Municipal Lease/Purchase Agreement (the “**Lease**”) with Clayton Holdings, LLC, as lessor (“**Lessor**”), in the original principal amount of \$1,010,426.74 for the purpose of acquiring the property to be described in the Lease (the “**Equipment**”) is appropriate and necessary to the functions and operations of the Lessee.

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

**SECTION ONE:** The Mayor (the “**Authorized Representative**”) acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presented to the Governing Body with this resolution, which document is available for public inspection in the office of the Lessee, with the changes therein as shall, with advice of counsel, be approved by the officer or officers executing the same. The said Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized.

**SECTION TWO:** By a written instrument signed by the Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Lease on behalf of the Lessee.

**SECTION THREE:** The aggregate original principal amount of the Lease shall not exceed the amount stated above and shall bear interest as set forth in the Lease, and the Lease shall contain such options to purchase by the Lessee as set forth therein.

**SECTION FOUR:** The Lessee’s obligations under the Lease shall be subject to annual renewal and annual appropriation by the Governing Body as set forth in the Lease and the Lessee’s obligations under the Lease shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

**SECTION FIVE:** As to the Lease, the Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations that are designated as “qualified tax-exempt obligations” (other than “private activity bonds” which are not “qualified 501(c)(3) bonds”) during the 2016 fiscal year and hereby designates the Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

**SECTION SIX:** That the Governing Body hereby authorizes the Mayor to execute the Lease, and all attached schedules and exhibits, in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference as if fully set out.

**SECTION SEVEN:** This resolution shall become effective upon passage.

\*\*\*\*\*

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2019.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Debra Harper, CMC, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Benjamin Thompson, Bond Counsel

## STATE &amp; MUNICIPAL LEASE/PURCHASE AGREEMENT

**Lease Number 5000102-004**

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the 8<sup>th</sup> of October, 2019 by and between Clayton Holdings, LLC, with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (herein called the "Lessor"), and City of Leawood, Kansas with its principal address at 4800 Town Center Drive, Leawood, KS 66211 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee has entered into a purchase order with Pierce Manufacturing, Inc ("Pierce") for the manufacture and delivery of the equipment described in Exhibit A hereto with all replacement parts, repairs, additions and accessories incorporated and affixed thereto (herein collectively called "Equipment"), and Lessee has tendered the purchase price of the Equipment to Pierce with the expectation of reimbursement by Lessor. ; and in consideration of Lessee's undertaking hereunder Lessor shall reimburse Lessee the funds necessary for the payment of the costs thereof by deposit with Lessee of the full amount necessary to reimburse Lessee for the purchase price as shown on Exhibit A and the attached amortization. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees subject to acceptance of the equipment to lease the equipment from Lessor.
2. **DELIVERY AND ACCEPTANCE:** Lessee has ordered the Equipment from the supplier of such Equipment, but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall cause the Equipment to be delivered at the location specified in Exhibit A (the "Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment to the extent not included in the cost financed hereunder. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept or reject the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Lessee shall have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, shall have the right to terminate this Lease. If Lessee shall reject any of the Equipment this lease shall terminate prior to the Start Date of the Lease with respect to such Equipment so rejected. Lessee acknowledges the conditions set forth in Exhibit B and agrees to provide its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate at final delivery in a form similar to Exhibit B (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
3. **TERM:** This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease shall commence on the date Lessee executes the Acceptance Certificate (the "Start Date") through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in this Lease, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").
4. **RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Exhibit C (the "Rental Payments"). The parties acknowledge and agree that the Rental Payments shall be allocated and divided among (i) the capital cost required to purchase the Equipment for cash, (ii) the amount included in the Rental Payments as interest at the average annual effective interest cost, and (iii) the amount included in the Rental Payments for service, maintenance, insurance and other charges, if any (exclusive of the capital cost and interest cost), all as determined in accordance with K.S.A. Section 10-1116c(d) as set forth in Exhibit C. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments shall be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in Exhibit C, and subject to Lessee's right to terminate as herein provided, the remaining Rental Payments shall be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment shall be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing shall be a condition to Lessee's obligation to make any such payment. To the extent permitted by applicable law, whenever any portion of a Rental Payment is received by Lessor or its Assignee more than ten (10) days after the due date, Lessee shall pay to Lessor or its Assignee, on demand, the greater of twenty-five dollars (\$25.00) or ten percent (10%) of such overdue amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Exhibit C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this

Lease is renewed for such fiscal year, and thereafter, so that Lessor, its Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years; and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
6. **LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and to the best of Lessee's knowledge is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision governing the ownership or use of the Equipment; (v) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity so as to cause this lease to be a private activity bond within the meaning of the Code; (vi) Lessee shall complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not knowingly take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.
7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The appropriate financial or other managerial or administrative officer of Lessee shall do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 18 hereof, may be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding, using his or her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decisions to budget and appropriate funds and to continue this Lease shall remain the decision of the governing body of Lessee, to be made in accordance with normal and customary procedures for such decisions. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that:
  - (a) the use of the Equipment is essential to its efficient and economic functioning or to the emergency services that the Lessee provides to its citizenry. Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted for Rental Payments, including any Rental Payments required by Section 18 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds shall have been appropriated and budgeted and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice shall not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, prepared for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense, Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.

Notwithstanding the foregoing, to the extent permitted by law, Lessee agrees (a) that if this Lease is terminated in accordance with the preceding paragraph, Lessee shall not purchase, lease or rent equipment which performs the same functions as, or functions taking the place of, those performed by the Equipment for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter; and (b) that it shall not, during the Lease Term, give priority in the application of funds to any other functionally similar equipment.

9. **LIMITATION ON WARRANTIES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR**

**CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT.**

Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturers' warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against the manufacturer. Lessor, as its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** To the extent the same shall not render this Lease unenforceable, upon delivery and acceptance by Lessee, title to the Equipment shall be deemed to be in Lessee at all times so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that to the extent permitted by law this Lease may be filed as a financing statement evidencing such security interest; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate under Kansas law to evidence and perfect such security interest. Lessee further agrees that if permitted by Kansas law the Uniform Commercial Code shall apply as between the parties hereto and Assignees of Lessor.
11. **PERSONAL PROPERTY:** The Equipment is and shall remain, personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor and shall furnish all needed servicing and parts, which parts shall become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.
14. **LOCATION; INSPECTION:** From and after delivery the Equipment shall not be removed from, or if the Equipment consists of rolling stock, its permanent base shall not be changed from the Equipment Location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease with respect to such items of Equipment, including the Rental Payment due on such date with respect thereto, and (ii) the Early Purchase Price applicable for such Rental Payment Date as set forth on Exhibit C attached hereto. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the pro rata amount of the Rental Payment and the Early Purchase Price applicable for such Rental Payment Date as set forth on Exhibit C attached hereto; to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. **INSURANCE: *From and after delivery and acceptance:*** Lessee shall, at its expense, maintain at all times during the Lease Term, (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall the insurance limits be less than the greater of (i) an amount equal to the Early Purchase Price then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. ***From the order date:*** Lessee shall at its expense maintain at all times during the period from order date to delivery and acceptance Payment and Performance Bonds which shall name the Lessee as Insured and Lessor as Additional Insured/Loss Payee under a Dual Obligatee Rider. Each insurance policy required by clause (b) of the preceding sentence shall name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence shall contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any material alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall upon request deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
18. **INDEMNIFICATION:** In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its Assignees and any participants with such, on the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter on each date on which a Rental Payment becomes due hereunder with respect to such Rental Payment, as additional Rental Payments hereunder, additional amounts which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its Assignees and any participants with such, in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code. In addition, if permitted by law, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, to the extent permitted by law but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return send the recovery of claims under insurance policies thereon.
19. **EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for five (5) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure.
20. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor may to the extent permitted by law, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which shall become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, provided the same shall occur and not be beyond the current fiscal year for which funds have been budgeted and appropriated and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.
- In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.
21. **EARLY PURCHASE OPTION:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable Early Purchase Price on Exhibit C attached hereto, whereupon title to the Equipment shall become unconditionally vested in Lessee and Lessor shall transfer and release any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

**22. ASSIGNMENT:** Lessee shall not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet to lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide the Lessor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Lease, or may provide that a third-party trustee or agent shall act as collection and paying agent for any Assignee, provided that any such trustee or agent shall maintain registration books as a register of all persons who are holders of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee shall have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee, the Purchase Price and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessor and not Lessee shall be responsible for and agrees to comply with all applicable federal and state securities laws applicable to any such assignment and all costs with respect thereto.

Lessee agrees that, upon notice of assignment, if so instructed it shall pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder.

**23. NATURE OF AGREEMENT:** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate Rental Payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each monthly installment of rent constitutes principal and interest, in accordance with the schedule of Rental Payments set forth in Exhibit C of this Lease, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease, and that upon the due and punctual payment of the installments of Rental Payments and other amounts and performance of all other obligations under this Lease, title to the Equipment shall vest permanently in Lessee as provided in this Lease, free and clear of any lien or security of Lessor therein.

**24. AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto shall be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease shall operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.

**25. NOTICES:** All notices to be given under this Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

**26. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**27. GOVERNING LAW:** This Lease shall be governed by the provisions hereof and by the laws of the state of Kansas.

**28. FURTHER ASSURANCES:** Lessee shall deliver to Lessor: (i) an opinion or opinions of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee shall execute or provide, as requested by Lessor, any documents and information which are reasonably necessary with respect to the transaction contemplated by this Lease. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to perfect its and/or its Assignee's security interest in the Equipment or this Lease.

**29. ENTIRE AGREEMENT:** This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

**30. SEVERABILITY:** Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

31. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof shall not operate as a waiver of any subsequent breach hereof.

32. **CERTIFICATION AS TO ARBITRAGE:** Lessee hereby represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
- (d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S)) AND US (Lessor FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.**

LESSOR: **CLAYTON HOLDINGS, LLC**

LESSEE: **CITY OF LEAWOOD**

DATE:

DATE:

BY: *(PRINTED NAME AND TITLE)*

BY: *Peggy J. Dunn, Mayor*

Authorized Signature and Title:

Authorized Signature and Title:

EXHIBIT A TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000102-004

Description of Equipment	
One (1) New Pierce Velocity Quint Ladder Fire Truck	\$1,010,426.74
<b>Total Amount:</b>	<b>\$1,010,426.74</b>

**Location of Equipment**

Street Address: 14801 Mission Road (Fire Station #3)

City: Leawood

County: Johnson

State: Kansas

Zip Code: 66224

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

**City of Leawood, Kansas**

LESSEE: (MUNICIPAL ENTITY)

BY: (AUTHORIZED SIGNATURE) | (PRINTED NAME & TITLE)

Peggy J. Dunn, Mayor

**X**

DATE:

EXHIBIT B TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000102-004

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned City of Leawood, Kansas ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated October 8, 2019 ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment is the subject of a purchase order in favor of Pierce Manufacturing, Inc. and upon completion of manufacturing expected in approximately nine (9) months will be delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof is to have been completed. The Equipment will has been examined and/or tested and determined to be in good operating order and condition and determined to be in all respects satisfactory to the undersigned and as represented, and said Equipment in such form will have been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to reimburse the Lessee for payment for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, including at the time of delivery, examination and testing, in the event the Equipment fails to perform as expected or represented at the time of the order date, we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. This certificate will not be considered to alter, construe, or amend the terms of the Lease.

---

LESSEE: (MUNICIPAL ENTITY)

**City of Leawood, Kansas**

---

WITNESS:

**X**

BY: (AUTHORIZED SIGNATURE)

| (PRINTED NAME & TITLE)

**X**

Peggy J. Dunn, Mayor

DATE:

**Federal Tax ID #: 48-6075890**

---

**EXHIBIT C**

Lessee: City of Leawood, Kansas  
Lessor: Clayton Holdings, LLC  
Lease Number: 5000102-004  
Lease Term in Months: One Hundred Thirteen (113)  
Rental Periods: Ten (10) Annual Payments, In Arrears  
First Payment Date: March 20, 2020  
  
Capital Cost of Equipment: \$1,010,426.74

<b>Rental Payment Date</b>	<b>Payment Amount</b>	<b>Amount Credited to Interest</b>	<b>Amount Credited to Capital Cost</b>	<b>Outstanding Principal Balance</b>
3/20/2020	\$ 112,230.34	\$ 10,034.66	\$ 102,195.68	\$ 908,231.06
3/20/2021	\$ 112,230.34	\$ 19,799.44	\$ 92,430.90	\$ 815,800.16
3/20/2022	\$ 112,230.34	\$ 17,784.44	\$ 94,445.90	\$ 721,354.26
3/20/2023	\$ 112,230.34	\$ 15,725.52	\$ 96,504.82	\$ 624,849.44
3/20/2024	\$ 112,230.34	\$ 13,621.72	\$ 98,608.62	\$ 526,240.82
3/20/2025	\$ 112,230.34	\$ 11,472.05	\$ 100,758.29	\$ 425,482.53
3/20/2026	\$ 112,230.34	\$ 9,275.52	\$ 102,954.82	\$ 322,527.71
3/20/2027	\$ 112,230.34	\$ 7,031.10	\$ 105,199.24	\$ 217,328.47
3/20/2028	\$ 112,230.34	\$ 4,737.76	\$ 107,492.58	\$ 109,835.89
3/20/2029	\$ 112,230.34	\$ 2,394.45	\$ 109,835.89	\$ -
<b>TOTALS:</b>	<b>\$ 1,122,303.40</b>	<b>\$ 111,876.66</b>	<b>\$ 1,010,426.74</b>	

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 internally generated funds for prepayment.

**Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.**

**LESSEE:** City of Leawood, Kansas

**SIGNED BY:** \_\_\_\_\_  
Peggy J. Dunn

**TITLE AND DATE:** \_\_\_\_\_  
Mayor

EXHIBIT D TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000102-004

OPINION OF COUNSEL

(To be on Letterhead of Lessee's Counsel)

[Date]

Re: State and Municipal Lease/Purchase Agreement No. 5000102-004, dated October 8, 2019 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and City of Leawood, Kansas ("Lessee")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **City of Leawood, Kansas** is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

EXHIBIT E TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000102-004

**[ORDINANCE][RESOLUTION] OF LESSEE'S GOVERNING BODY**

The undersigned, being the officer identified below of City of Leawood, Kansas, a Municipal Corporation (the "Lessee"), hereby certifies that the following is a true and correct copy of [an ordinance][a resolution] adopted by the governing body of the Lessee at a meeting duly held on \_\_\_\_\_, 2019.

\* \* \* \*

**WHEREAS**, in order to facilitate the acquisition of certain equipment for use by the Lessee and to pay the cost thereof, it is necessary and desirable for the Lessee to enter into a State & Municipal Lease/Purchase Agreement (together with all Exhibits and Schedules, the "Lease") with Clayton Holdings, LLC (together with its successors and assigns, the "Lessor"), pursuant to which the Lessee will lease the Equipment from the Lessor with an option to purchase; and

**NOW, THEREFORE, BE IT [ORDAINED][RESOLVED] BY THE GOVERNING BODY OF LESSEE, AS FOLLOWS:**

**Section 1. Approval of the Lease.** The Lease is hereby approved in substantially the forms submitted to and reviewed by the governing body of the Lessee on the date hereof, with such changes therein as shall be approved by the following officer of the Lessee, said officer's execution thereof to be conclusive evidence of the approval thereof:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
Mayor _____	Peggy J. Dunn _____	_____
_____	_____	_____
_____	_____	_____

Said officer is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Lessee, and to affix the seal of the Lessee, if applicable.

**Section 2. Further Authority.** The Lessee shall, and the officials and agents of the Lessee are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this [ordinance][resolution] and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Equipment.

\* \* \*

I further certify that the foregoing ordinance has not been modified, amended or repealed and is in full force and effect as of the date hereof.

**WITNESS** my hand this \_\_\_\_ day of \_\_\_\_\_ 2019.

Lessee: **City of Leawood, Kansas**

Title: \_\_\_\_\_

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000102-004

ESSENTIAL USE/SOURCE OF FUNDS LETTER

October 8, 2019

Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000102-004, dated October 8, 2019 (the "Lease"),  
between Clayton Holdings, LLC ("Lessor") and City of Leawood, Kansas ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: \_\_\_\_\_

\_\_\_\_\_

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is \_\_\_\_\_ years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is \_\_\_\_\_.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

\_\_\_\_\_

Very truly yours,

LESSEE: (MUNICIPAL ENTITY)

**City of Leawood, Kansas**

WITNESS:

**X**

BY: (AUTHORIZED SIGNATURE)

| (PRINTED NAME & TITLE)

**X**

Peggy J. Dunn, Mayor

DATE:

\_\_\_\_\_

## Proof of Insurance

Insurance Agent Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Ladies and Gentlemen:

Please list Clayton Holdings, LLC, as both loss payee and additional insured on the insurance policy covering the equipment listed on attached Exhibit A. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC  
P.O. Box 11309  
St. Louis, MO 63105  
**Fax # 314-746-3744**

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

**Lessee: City of Leawood, Kansas**

By: \_\_\_\_\_

Name/Title: Peggy J. Dunn, Mayor

Date: \_\_\_\_\_



**ACH Payment Authorization Form**

Lease No. / Loan No: 5000102-004

Lessee / Borrower: City of Leawood, Kansas

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

---

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABA Routing No.: \_\_\_\_\_

Account No.: \_\_\_\_\_ (X) Checking ( ) Savings

This is a (X) New or ( ) Updated authorization form.

Annual Debit Amount(s): \$112,230.34

Begin Auto Debit with Invoice Date Due: March 20, 2020

The final or balloon payment, if different from the annual payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X \_\_\_\_\_ X \_\_\_\_\_  
Borrower / Lessee Signature Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK  
P.O. Box 11309  
Clayton, MO 63105 or  
LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

Date: October 8, 2019

To: Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, MO 63105

RE: Lease Number: 5000102-004

Ladies & Gentlemen:

Please disburse the proceeds of the above lease as follows:

Wire or send to <b>PAYEE</b>	<b>AMOUNT</b>
_____	\$1,010,426.74

Payee Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Invoice No: \_\_\_\_\_

Payment Transfer Instructions: (  ) Check (  ) Wire

If wire:

Wire – Bank name: \_\_\_\_\_

Wire – Bank Address: \_\_\_\_\_

Wire – Bank ABA/Routing #: \_\_\_\_\_

Wire – Account Name: \_\_\_\_\_

Wire – Account #: \_\_\_\_\_

**Total Disbursement** **\$1,010,426.74**

Sincerely,

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

By: \_\_\_\_\_  
Peggy J. Dunn, Mayor

KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
NO. 5000102-005

This Addendum to the State & Municipal Lease/Purchase Agreement dated October 8, 2019 (the "Lease, between **Clayton Holdings, LLC**, as Lessor, and **City of Leawood, Kansas** as Lessee, is hereby incorporated in and made a part of the Lease.

The capitalized terms used in this Addendum shall have the meanings given to them in the Lease.

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during Lessee's then current budget year or, where appropriate, insurance proceeds (including self-insurance reserves if self-insurance is in effect).

The Lessee acknowledges as follows:

(a) The capital cost that would be required to purchase the Equipment if paid for by cash would be **\$1,010,426.74**.

(b) The annual average effective interest cost of the Lease is **2.180%** per annum.

(c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

Dated: \_\_\_\_\_, 2019

Lessor: **Clayton Holdings, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Lessee: **City of Leawood, Kansas**

By: \_\_\_\_\_  
Peggy J. Dunn

Printed Name: Mayor \_\_\_\_\_

# KANSAS NOTICE OF SECURITY INTEREST

For Original Purchase Lien,  
CANNOT BE USED FOR A SECURED/MORTGAGED VEHICLE LIEN

**THIS FORM MUST BE COMPLETELY AND UNIFORMLY PREPARED** by either typing or printing. See Instruction 3, below. FEE: \$2.50

**NAME OF PURCHASER/BORROWER(S):** (Name(s) as shown on Dr. Lic., state issued ID or FEIN, as well as the number(s) from such identification.)

City of Leawood, Kansas Dr. Lic / ID / FEIN #: 48-6075890  
4800 Town Center Drive Dr. Lic / ID / FEIN #:  
Leawood Kansas 66211  
Address City State Zip

For trust, use the name as shown on the trust documents, purchaser/borrower is responsible for accuracy.

**VEHICLE INFORMATION:** Please be sure the vehicle information is correct. (If there is any deviation in the information on the NSI and the title application, the security interest is not considered perfected.)

Year \_\_\_\_\_ Make Pierce Style \_\_\_\_\_ VIN / ID# \_\_\_\_\_  
Date of Vehicle Sale \_\_\_\_\_ Date of Vehicle Delivery \_\_\_\_\_

## THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN OR ENCUMBRANCE:

Secured Party Clayton Holdings, LLC Institution's ABA #: 101000019  
American Bankers Association No., if known  
8000 Forsyth Blvd., Ste. 510, St. Louis, MO 63105  
Address City State Zip

By my signature, I/we, the purchaser(s) of the vehicle listed herein acknowledge that I/we have entered into a security agreement for this vehicle and that the secured party listed above is filing this Notice of Security Interest. I also acknowledge that if for any reason the security interest does not appear on the certificate of title, that this lien or encumbrance is still valid.

Owner(s) Signature(s) \_\_\_\_\_ Owner(s) Hand Printed Name(s) \_\_\_\_\_ Date \_\_\_\_\_

<b>NSI Filed By:</b> <b>REQUIRED</b>	_____	_____
	Name of Business, <i>Print Clearly</i>	Name of Person Completing Form, <i>Print Clearly</i>
Above Business' Phone Number	Address	City State ZIP

- ✓ DO NOT ATTACH TITLE TO THIS FORM. The assigned title is to be submitted to the county treasurer's office when the owner(s) make application for title and registration.
- ✓ A letter will be sent to the lien holder to: 1) Inform the lien holder a Kansas title record has updated and their lien is perfected, or 2) Informing the lien holder it has been 90 days since the date of purchase and the NSI has not match to a title application.

## NOTICE OF SECURITY INTEREST FILING INSTRUCTIONS

FOR OFFICE USE ONLY

A Notice of Security Interest serves as notification to the Division of Vehicles that a person/business has applied for a loan on the vehicle described on this form and subsequently that a lien is to be reflected on the vehicle title record.

- To perfect a security interest in a vehicle, a Notice of Security Interest (NSI) may be filed, by mail or otherwise, with the Division of Vehicles by a vehicle dealer or other secured party (within thirty (30) days of the date of sale and delivery). The NSI application submitted will remain in this office as verification that the title should, indeed, reflect a security interest.
- If a NSI is filed more than 30 days after the date of sale and delivery, the NSI will be rejected by the division. If there is any deviation in the information on the NSI and the title application, the security interest is not considered perfected until the lien interest of the secured party appears on the vehicle title record. In such an event, it becomes the responsibility of the secured party to ensure that their interest appears on the vehicle title record in order to protect that interest. A security interest may also be perfected by instructing the buyer to indicate the name of the secured party on the title application made at the county treasurer's office.
- Any alteration or deviation in preparation requires the initialization of all parties. Failure to comply with these requirements voids this form.
- Should you elect to perfect a lien by use of a Notice of Security Interest document, the form must be accurately completed, fee attached\* and mailed to the: Kansas Department of Revenue, Division of Vehicles, T&R / Processing Team, 915 SW Harrison, Topeka, Kansas 66626-0001

\* Attach the filing fee of \$2.50. Do not send cash and make checks out to Kansas Department of Revenue.

Notice of Security Interest can be filed online using **KSellen**. Please take a tour of our web site and sign up at:  
<http://www.ksrevenue.org/ksellen.htm>

**8038-G QUESTIONNAIRE**

Name of Lessee: City of Leawood, Kansas  
 Address of Lessee: 4800 Town Center Drive, Leawood, KS 66211  
 Contact Person: Dawn Long, Finance Director  
 Telephone Number: 913.663.9121  
 Email Address: dlong@leawood.org  
 Lessee's FEIN: 48-6075890

**GENERAL**

*In September 2018, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.*

*At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.*

**Part 1 – Written Tax Compliance Procedures**

*Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.*

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes \_\_\_ No \_\_\_**
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes \_\_\_ No \_\_\_**

**Part 2 – Reimbursement of Prior Expenditures**

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes \_\_\_ No \_\_\_**

*If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).*

**Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.**

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** Peggy J. Dunn  
**TITLE:** Mayor  
**DATE:** \_\_\_\_\_

# Staff Review

## Fact Sheet

**SUBJECT: APPROVE THE PURCHASE OF INSTALLATION AND MAINTENANCE OF HOLIDAY LIGHTS**  
**Creative Displays of Kansas City, Inc.**

October 7, 2019

### DISCUSSION

Staff is requesting the approval for purchase of labor for the installation, maintenance and removal of holiday lights and wreaths for the exterior of City Hall, and lighting the trees in the center of the courtyard.

We are currently in the second year of a three year agreement with Creative Displays of Kansas City, Inc.

Creative Displays of Kansas City, Inc. has provided this service for the City since 1998 and has always provided a quality and professional display.

It is the recommendation of the Parks and Recreation Department that the Governing Body approve the labor for installation, maintenance and removal of holiday lights and wreaths on the exterior of City Hall in the amount of \$20,935.20



Kim Curran, CPRP  
Superintendent of Recreation

### SPONSOR

Parks and Recreation Department

### COUNCIL ACTION TO BE TAKEN

Approve purchase of installation and maintenance of holiday lights.

### STAFF RECOMMENDATION

- For
- Against
- No position

### COMMITTEE RECOMMENDATION

- For
- Against
- No position
- No Assignment

### POLICY OR PROGRAM CHANGE

- No
- Yes

### OPERATIONAL IMPACT

### COSTS

\$20,935.20

### FUND SOURCES

11110.44410.612000

# Staff Review

## Fact Sheet

SUBJECT: **DECLARE SURPLUS PROPERTY**  
**October 7, 2019**

### DISCUSSION

The Public Works Department requests the vehicles and equipment listed below be declared as surplus property.

One (1) 2012 Eight Foot Snow Plow  
Brand: Boss-Super Duty  
City Asset No. 01696

One (1) 2004 Single Axle Dump Truck  
Model: Sterling Acterra  
Unit 9451, City Asset No. 01129  
VIN #2FZACHAKX4AM67045

The vehicle 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: 11/19/2018 Ready to be Auctioned: YES  
City ID: Plow attached to unit 9421 [redacted] n/a  
VIN#: 1FTSX21545EA25004 truck ASSET No. 1169 truck  
[redacted] PLOW ASSET No O1696 plow  
Department: PUBLIC WORKS

Declared
Surplus: 10-07-2019 plow
Sale Date: tbd
Sold For: Purple Wave

Description: **Eight (8) Foot Super Duty Boss SNOW PLOW**  
Originally purchase in July of 2012 from American Equipment Co for \$5,945.00  
Current Mileage: Plow is attached to Truck 9421 and will be auctioned with truck (truck previously declared surplus).



Date: 09-19-2019

Ready to be Auctioned: NO

Declared

Surplus: **7-Oct-19**

City ID: Unit 9451

License Plate #: n/a

Sale Date: tbd

VIN#: 2FZACHAKX4AM67045

Leewood Asset Number: O1129

PURPLE WAVE

Sold For:

Department: Public Works

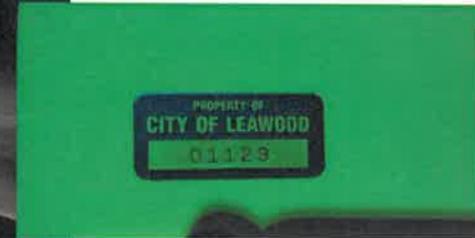
Description: 2004 Sterling DUMP TRUCK Model: ACTERRA Sterling 8500 Cab/Chassis

Original purchase from Midway Ford Truck Center, 09-12-2003

Current Mileage:

Decals to be removed?

Equipment to be removed:





## Mid-America Climate Fundamentals Academies

A Regional Series of Training Programs Preparing You to Earn the Certified Climate Change Professional® (CC-P®) Credential  
<https://ClimateOfficers.org/CFA-KC>



**Class #1: October 22-23, 2019 • Class #2: December 2-3, 2019**

The Association of Climate Change Officers (ACCO) is offering a series of 2-day training academies in Kansas City, Missouri to help participants build competencies to effectively integrate climate change into their decision-making and professional activities. This series provides participants with training that will prepare them for the Certified Climate Change Professional® (CC-P®) credential exams and will satisfy the corresponding elective requirements by leveraging a combination of on-demand online training resources and in-person cohort training.

Held in partnership with the Mid-America Regional Council, participants will learn from experts and community leaders about the implications of climate change, and related opportunities, with a regional focus added for Kansas City and the Mid-America region. Professionals across occupations in the public and private sectors, higher education and the NGO community will benefit from this training series.

### Curriculum, Registration & Schedule

Class #1 (October 22-23, 2019)	Class #2 (December 2-3, 2019)	Registration Fees
<p><b>Day 1: Climate Science &amp; Vulnerability Assessment</b></p> <ul style="list-style-type: none"> <li>Climate-101: Understanding Climate Science &amp; the Latest Projections</li> <li>Climate-103: The Basics of Sea Level Rise and Impacts on Coastal Assets &amp; Infrastructure</li> <li>Climate-104: Public Health Implications of Climate Change</li> <li>Climate-201: Identifying Climate Hazards &amp; Conducting Vulnerability Assessments</li> <li>Climate-202: Leveraging Climate Data &amp; Tools</li> </ul> <p><b>Day 2: GHG, Energy &amp; Water Management</b></p> <ul style="list-style-type: none"> <li>GHG-101: Basics of GHG Accounting, Reporting &amp; Disclosing GHG Emissions</li> <li>GHG-102: Fundamentals of the Energy-Water-Food Nexus</li> <li>GHG-201: Establishing GHG Reduction Goals &amp; GHG Management Structures</li> </ul>	<p><b>Day 3: Governance, Law &amp; Policy</b></p> <ul style="list-style-type: none"> <li>Governance-101: Engaging Stakeholders &amp; Establishing Early Strategies for Leading Organizational Change</li> <li>Governance-102: The Legal/Policy Landscape of Climate Change &amp; Related Implications</li> <li>Governance-103: Ethics, Liability &amp; Professionalism</li> <li>Governance-203: Collaborating Beyond Organizational &amp; Institutional Boundaries</li> </ul> <p><b>Day 4: Materiality, Risk Management &amp; Economics</b></p> <ul style="list-style-type: none"> <li>Economics-101: The Economics of Climate Change</li> <li>Enterprise-201: Analyzing &amp; Managing Climate Risk</li> </ul>	<p><b>Single Class:</b></p> <ul style="list-style-type: none"> <li>\$395 (general) / \$295 (gov't)</li> </ul> <p><b>Series:</b></p> <ul style="list-style-type: none"> <li>\$695 (general) / \$545 (gov't)</li> </ul> <p><i>Series registration includes access to CC-P® exams, online study materials and application.</i></p> <p><i>ACCO members get a 20% discount on registration applied automatically during registration.</i></p>

### Delivering Value

Skills and Competencies Addressed in this Academy Series	Becoming a Certified Climate Change Professional® (CC-P®)
<ul style="list-style-type: none"> <li>Recognizing situations where climate change scenarios affect the organization's operations, mission and bottom line</li> <li>Assessing implications of specific situational outcomes</li> <li>Examining enterprise management of climate-related initiatives</li> <li>Evaluating climate risks and opportunities</li> <li>Educating the organization on managing short-term and long-term uncertainty</li> <li>Tailoring communication to different audiences</li> <li>Leading organizational change initiatives</li> <li>Attributing value to resource consumption</li> <li>Extending organizational capabilities and maintaining good stewardship of actions taken through collaboration and partnership</li> <li>Developing strategies for bundling, comparing and/or relying upon existing management models</li> </ul>	<p>The CC-P® reflects your capacity to integrate an understanding of climate change and related implications into the day-to-day decision-making required. Earning the credential will lead to increased earnings and recognition.</p> <p><b>Completing both 2-day classes prepares participants for the CC-P® exams and will help satisfy requirements for geographic region and general electives. Water infrastructure sector professionals will also satisfy sectoral electives through this series.</b></p> <p><b>For Series Registrants:</b></p> <ul style="list-style-type: none"> <li>All recommended prep materials for CC-P® exams</li> <li>CC-P® exam fees included in registration price</li> <li>7 of 14 elective hours satisfied</li> <li>Guidance from ACCO staff on earning the CC-P®</li> </ul>

Register today or learn more at <https://ClimateOfficers.org/CFA-KC>



Learn. Collaborate. Advance.



## Individual Membership in ACCO

The Association of Climate Change Officers (ACCO) is the premier professional development organization and cross-sector community of practice for individuals addressing climate change in their organizations' operations and mission. ACCO membership fosters collaboration with leading edge practitioners, policy makers, climate scientists and researchers to advance solutions and build capacity in addressing climate change. Here's what you can expect:

- **COMMUNITY:** Connect with peers, thought leaders and decision makers across sectors and industries at ACCO in-person events and workshops or through our member portal.
- **PROFESSIONAL DEVELOPMENT:** Attend in-person and online training programs on a range of topics including climate change preparedness, supply chain management, energy strategies, organizational change, and emerging policy.
- **RESOURCES:** Gain access to ACCO's original and third party research available on members-only portal. This vast library of content includes online training, webinar recordings, presentations, white papers, case studies and research findings.
- **CREDENTIALS:** Chart your way to earning ACCO professional credentials (CC-P® & CC-O®) and as a member, you benefit from discounted enrollment and testing fees. All of ACCO's online training resources required for credentialing are complimentary to ACCO members.
- **ADVOCACY:** Join forces with peer practitioners to establish a strong voice representing the climate change community of practice. ACCO members will enjoy opportunities to collectively address best practices, standards and certain public policy issues.

### General Member Benefits

The following benefits are available to all ACCO individual members:

- Subscription to the CCO Weekly Brief™
- Job Board and Member-Only Resources
- Free Online Training (Live & Recorded)
- Discounts on ACCO & Partner Events
- Participate in Solutions Development Groups
- Contribute Content to ACCO Knowledge Center & Blogs

### Strategic Direction

- Strengthen ACCO as the standard bearer for climate preparedness professional development and training
- Establish a network of institutions providing education and training activities accredited by ACCO
- Further position ACCO as the convening body best suited to be responsive to the needs of its individual and organizational members increasingly addressing climate change and its related implications
- Develop tools, resources, templates and best practices to further advance the effectiveness of climate action
- Advance acceptance of the need for a climate change professional occupation, as well as the integration of climate change competencies into other critical professional functions

Membership Rates	
<b>General: \$195</b>	<b>Government: \$125</b>
<b>Limited Time Offer for Premier Membership &amp; Accreditation:</b> <b>One-time add-on fee of \$295</b> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> membership year extended by 6 months</li> <li>• Access to testing modules for core curriculum requirements satisfying the CC-P® program requirements</li> <li>• Application fee waived for the CC-P® exams</li> </ul> <p><i>This one-time add-on fee will save you hundreds of dollars from the standard exam package rates!</i></p>	



INTERNATIONAL SOCIETY OF SUSTAINABILITY PROFESSIONALS

## New Joint Membership Rates

Member Sector	Regular ACCO Dues	Regular ISSP Dues	Joint Member Rate	Joint Rate w/ ACCO Premium
<b>Government</b>	<b>\$125</b>	<b>\$120</b>	<del>\$195</del> <b>\$245</b>	<del>\$490</del> <b>\$540</b>
<b>Non-Profit</b>	<b>\$195</b>	<b>\$120</b>	<del>\$295</del> <b>\$215</b>	<del>\$590</del> <b>\$360</b>
<b>For-Profit</b>	<b>\$195</b>	<b>\$150</b>	<del>\$295</del> <b>\$245</b>	<del>\$590</del> <b>\$540</b>

Note: For a limited-time, ACCO is offering the "premium" tier of membership for an additional \$295 applicable only to the first year. The premium membership includes complimentary access to CC-P® exam modules and waives the application/enrollment fee for certification.

Join ACCO today at <https://ClimateOfficers.org/individual-membership>



## Become a Certified Climate Change Professional® (CC-P®)

The Certified Climate Change Professional® (CC-P®) credential is a valuable asset that will distinguish you in the job marketplace and enhance your credibility as a leader in climate preparedness and action initiatives.

The Certified Climate Change Professional® (CC-P®) is the credential for mid-level practitioners reflecting your dedication to professional development and your competency in the fundamentals of climate change preparedness and strategic planning. A combination of related work experience and completion of all core curriculum courses and elective requirements is required for this designation.

The Certified Climate Change Professional® (CC-P®) credential is currently available for practitioners across all sectors and professional functions, and will also be a stepping stone to the CC-O® credential.

### Why Become a Certified Climate Change Professional® (CC-P®)?

The implications of climate change on operations, missions and organizational interests, demand skilled and seasoned professionals to integrate an understanding of climate change and related response strategies into decision-making across professional functions.

As a Certified Climate Change Professional® (CC-P®), you can work in virtually any industry or professional function, and will be a highly valued asset who provides substantive capacity to support the organization's efforts toward climate preparedness and reducing its emissions in a dynamically changing global environment.

The Certified Climate Change Professional® (CC-P®) signifies that you have developed the fundamentals skills and knowledge to effectively support climate change initiatives and connects you to the premier community of professionals, organizations and experts worldwide.

### Who Should Apply?

- If you're an experienced manager or executive responsible for driving climate change, resilience, sustainability or environmental initiatives, then the Certified Climate Change Professional® (CC-P®) is the right choice for you.
- If you're a professional working extensively on climate preparedness, energy efficiency & continuity, renewable energy, resilience, adaptation or supply chain sustainability, the Certified Climate Change Professional® (CC-P®) is a valuable enhancement and the supporting training will better prepare you to lead on integrating climate change.
- If you're a service provider or non-profit professional working on climate change or related considerations, the Certified Climate Change Professional® (CC-P®) ensures recognition that you've developed the competencies and knowledge to best support your clients and mission activities.

### The Journey of the Climate Change Professional



### 4 Steps to Earn the CC-P®:

1. Prepare for Exams
2. Pass the 4 Exam Modules
  - Climate Science & Vulnerability Assessment
  - GHG, Energy & Water Management
  - Governance, Law & Policy
  - Materiality, Risk Management & Economics
3. Satisfy 14 Hours of Electives
4. Submit Your Application

### Experience Requirements:

- **Masters or post-graduate degree**  
2+ years working extensively on climate change, sustainability or related initiatives  
- or -
- **Four-year degree**  
4+ years working extensively on climate change, sustainability or related initiatives  
- or -
- **Secondary (high school) degree**  
7+ years working extensively on climate change, sustainability or related initiatives

### Maintenance Requirements:

- Participate in 8 hours of annual continuing education
- Satisfy 40 hours of annual usage requirements



## CC-P® Exam Modules

The Certified Climate Change Professional (CC-P®) is the credential reflecting your dedication to professional development and your competency in the fundamentals of climate change preparedness and strategic planning. Eligibility information for the CC-P® credential is available at <https://climateofficers.org/certification-professional>. ACCO has simplified the process for you to earn the CC-P® credential. With 4 exam modules, you can plan and map your progress toward becoming a CC-P® today!

Climate Science & Vulnerability Assessment	GHG, Energy & Water Management	Governance, Law & Policy	Materiality, Risk Management & Economics
<p><b>Assesses your understanding of climate science and the capacity to conduct vulnerability assessments and inform organizational or regional decision making with critical resources.</b></p> <ul style="list-style-type: none"> <li>Distinguishing between weather, climate variability, and climate change</li> <li>Recent decadal-scale changes in climate and their impacts</li> <li>Climate forcings, their relative importance and certainty</li> <li>Sea-level rise and implications for coastal communities</li> <li>Climate change projections, major impacts and corresponding certainty</li> <li>Scientific studies on public opinion</li> <li>Identifying climate-related hazards</li> <li>Leveraging available data, tools, and technology to perform a vulnerability assessment</li> <li>Designing and implementing a vulnerability assessment</li> </ul> <p><b>Recommended prep materials:</b> Climate-101, Climate-103 &amp; Climate-201</p> <p><b>Estimated prep time:</b> 6-7 hours</p> <p><b>Exam time limit:</b> 40 minutes</p>	<p><b>Examines your grasp of greenhouse gas (GHG) accounting, related reporting, and the role of GHG and natural resource management in an organization's operations.</b></p> <ul style="list-style-type: none"> <li>Value of conducting a GHG inventory</li> <li>Accounting for GHG emissions and understanding common protocols</li> <li>Common regulatory and voluntary reporting frameworks</li> <li>Boundaries for accounting and reporting</li> <li>Collecting, measuring, reporting and disclosing GHG emissions</li> <li>Driving operational improvements/change</li> <li>Inventory verification and accuracy</li> <li>Energy-water-food system interdependencies</li> <li>Implications of climate change on natural resources</li> <li>Understanding the methods available for developing targets</li> <li>Structures of GHG reduction goals (absolute vs. intensity, etc.)</li> </ul> <p><b>Recommended prep materials:</b> GHG-101, GHG-102 &amp; GHG-201</p> <p><b>Estimated prep time:</b> 6-7 hours</p> <p><b>Exam time limit:</b> 45 minutes</p>	<p><b>Tests your comprehension of fundamentals of organizational change and stakeholder engagement best practices, as well as the current international and North American climate policy landscapes.</b></p> <ul style="list-style-type: none"> <li>Fundamentals of organizational and behavioral change strategies and tactics</li> <li>Identifying strategic internal and external stakeholders</li> <li>Understanding motivations/values and mobilizing action</li> <li>Understanding organizational structures and processes</li> <li>Establishing a framework for driving systemic change in climate action</li> <li>Fostering a culture of adaptive capacity within an organization</li> <li>Awareness of international, national and local legal/policy landscape on climate change;</li> <li>Understanding of common policy measures and regulatory tools</li> </ul> <p><b>Recommended prep materials:</b> Governance-101, Governance-102 &amp; Governance-103</p> <p><b>Estimated prep time:</b> 6-7 hours</p> <p><b>Exam time limit:</b> 40 minutes</p>	<p><b>Evaluates your understanding of materiality considerations and capacity to implement climate risk management practices. Additionally, gauges your awareness of the economic implications of climate change and ability to account for opportunities and risks.</b></p> <ul style="list-style-type: none"> <li>Categorizing and analyzing climate change related impacts</li> <li>Materiality and the value of the materiality assessment process</li> <li>Fundamentals of economic theories and concepts and climate change impacts on global economies and markets</li> <li>Quantifying climate related implications</li> <li>Accounting for the economics and future prices of energy, water, air, and other natural resources</li> <li>Cost/benefit analysis of climate action (or inaction)</li> <li>Collecting and integrating information from a variety of sources</li> <li>Leveraging tools, methods and techniques for mapping vulnerabilities and quantifying climate change impacts</li> </ul> <p><b>Recommended prep materials:</b> Climate-201, Enterprise-201, &amp; Economics-101</p> <p><b>Estimated prep time:</b> 7-8 hours</p> <p><b>Exam time limit:</b> 40 minutes</p>

**Showcase yourself as a climate smart professional with the capacity to develop and implement climate action plans -- begin taking the CC-P® exam modules at <https://ClimateOfficers.org/certification-exams>**

# 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:** October 7, 2019  
**Date of Memo:** September 30, 2019  
**Re:** Protest Petition – Case 74-19, Hills of Leawood Villas

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A protest petition was submitted to the City Clerk's office on September 9, 2019.

Staff has determined that the petition is valid and has been signed by the requisite number of neighboring owners. Since the petition is valid, passage of the ordinance amending the zoning will require a  $\frac{3}{4}$  vote of all of the members of the Governing Body (7).

If you have any questions, please contact me at (913) 663-9162.

# City of Leawood Governing Body Staff Report

MEETING DATE: October 7, 2019  
 REPORT WRITTEN: September 19, 2019

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**HILLS OF LEAWOOD VILLAS - REQUEST FOR APPROVAL OF A REZONING FROM R-1 (PLANNED SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT) TO RP-2 (PLANNED CLUSTER DETACHED RESIDENTIAL DISTRICT), PRELIMINARY PLAN, AND PRELIMINARY PLAT - Located north of 151<sup>st</sup> Street and east of Mission Road - Case 74-19**

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**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommends approval (5-4) of Case 74-19 – The Hills of Leawood Villas – request for approval of a Rezoning from R-1 to RP-2, Preliminary Plan and Preliminary Plat with the following stipulations:

1. The project shall be limited to 25 lots and five tracts on 13.5 acres for a residential density of 1.85 units per acre.
2. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project. This does not include existing high voltage overhead power transmission lines on the eastern edge of the development.
3. Per the Leawood Development Ordinance, all above ground facilities shall be placed in the rear yard wherever practical. If locating these facilities in the rear yard is not practical or appropriate, as determined by the City Engineer, then such facilities shall be at least 25' behind the right-of-way.
4. All new utility boxes with a height of less than 55 inches, a footprint of equal to or less than the 15 square feet in area, or a pad footprint of equal or less than 15 square feet, may be installed only with the prior approval of the Director of Community Development as being in compliance with this Ordinance.
5. 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.
6. The applicant shall be responsible for the following impact fees:
  - a. A Park Impact Fee in the amount of \$400.00 per dwelling unit prior to the recording of the Final plat. This amount is subject to change by Ordinance.
  - b. A South Leawood Transportation Impact Fee to be paid prior to the recording of the Final Plat.
  - c. The applicant shall be responsible for a Street Fee of \$311 per linear foot of frontage along 151<sup>st</sup> Street. This amount is subject to change by Ordinance.
7. The applicant shall provide a 10' Tree Preservation Easement along the north property line of the development adjacent to Ironwoods Park. This Tree Preservation Easement shall address the protection of existing trees, removal of dead or damaged vegetation, and the replacement of vegetation that is removed. A 5' tall, black wrought iron style fence matching that of the Hills of Leawood shall be constructed along the south boundary of the Tree Preservation Easement, adjacent to Ironwoods Park.
8. At the time of Final Plat and Final Plan application, the Tree Preservation Easement shall be clearly defined on the plat with appropriate text describing the easement and tree maintenance, removal, and replacement.
9. The trail connections within Tract C on the most eastward portion of the development shall extend to connect to the trails within the Hills of Leawood that provide access to the to the amenity area within

the Hills of Leawood development. These trails shall be a minimum of 8' in width and constructed of asphalt.

10. Prior to land disturbance (including within Ironwoods Park), the applicant shall work with the Superintendent of Parks identifying any necessary trees which shall be necessary to be removed.
11. All landscaped common areas shall be irrigated, including cul-de-sac medians.
12. Sidewalks shall be minimum of 10' from the back of curb to allow sufficient width for street trees to be planted.
13. Per the Leawood City Code street trees shall be planted a minimum of 5' from the back of curb and adjacent sidewalks.
14. All pedestrian connections, including sidewalks and trails, shall comply with the Americans with Disabilities Act.
15. At the time of Final Plan application, a tree inventory plan shall be provided that shows the location of all trees, 6 inch caliper or larger, measured at 6 inches above ground level, that are proposed for removal within the Tree Preservation Easements.
16. Prior to building permit, the applicant shall be responsible for constructing 150<sup>th</sup> Street from Mission Road to the terminus of 150<sup>th</sup> Street within the Hills of Leawood development to the east of the proposed development, to meet all City street construction standards, including but not limited to curbs, sidewalks, storm drainage, lighting, and street trees.
17. The completion of the design and construction of all public streets approved with this application shall be under a single set of construction plans.
18. At the time of Final Plan, the applicant shall provide City staff with a copy of the covenants and restrictions proposed for the development.
19. At the time of Final Plat, the applicant shall provide additional language on the Plat describing the Tracts within the development including maintenance and responsibilities.
20. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo (Exhibit A) on file with the City of Leawood Planning and Development Department, prior to recording of the Final Plat.
21. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo (Exhibit B) on file with the City of Leawood Planning and Development Department, prior to Final Plat.
22. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and storm water system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.
23. All sidewalks shall be installed as per street construction standards.
24. All streets within the subdivision shall be public. The developer or Homes Association shall maintain any planting or statuary within the street right of way. The developer shall execute a right-of-way maintenance agreement with the Public Works Department for any planting or statuary improvements within the public right-of-way.
25. All monument signs shall be placed within a common area designated as a separate tract of land to be maintained by the homes association.

26. All monument signs shall be located outside of all sight triangles, and shall be a minimum of 5' from all property lines and sidewalks.
27. The Preliminary Plan approval shall lapse in two years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant one such extension for a maximum of 12 months for good cause shown by the developer.
28. In addition to the stipulation listed in the report, the developer/applicant agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-eight.

**PLANNING COMMISSION CHANGES TO STIPULATIONS:**

- Removed the following: Previously Stipulation #2:  
No deviations to the Leawood Development Ordinance shall be approved with this application.

**APPLICANT:**

- The applicant is Mark Simpson with Hills Development, LLC.
- The property is owned by David Swarts, PARU LLC, and Who's On First LLC
- The engineer is Tim Tucker with Phelps Engineering, Inc.
- The landscape architect is Jason Meier with Meier Landscape Architect, LLC

**REQUEST:**

- The applicant is requesting approval of a Rezoning from R-1 to RP-2, Preliminary Plan and Preliminary Plat for the Hills of Leawood Villas subdivision, which includes 25 single-family residential units and 5 tracts on 13.5 acres, for a density of 1.85 dwelling units/acre.
- The applicant is proposing a Rezoning from R-1 (Planned Single Family Low Density Residential – 15,000 Sq. Ft.) to RP-2 (Planned Cluster Residential District – 6,000 Sq. Ft. per Dwelling)

**ZONING:**

- The property is currently zoned R-1 (Planned Single Family Low Density Residential).

**COMPREHENSIVE PLAN:**

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

**SURROUNDING ZONING:**

- North To the north is Ironwoods Park owned by the City of Leawood, zoned REC (Planned Recreation).
- South To the south are single family lots, some of which have been developed with homes along the north side of 151st Street as part of the Mission Heights subdivision, and 151st Street. South of 151st Street is the single family subdivision of Reserve at Ironhorse, zoned RP-1 (Planned Single Family Residential District). Beyond the Reserve of Ironhorse is Ironhorse Golf Course, owned by the City of Leawood, zoned REC (Planned Recreation).
- East Directly to the east is a single family residential subdivision of Hills of Leawood, currently under construction, zoned R-1 (Planned Single Family Low Density Residential District).
- West To the west is the single family residential subdivision of Mission Heights, zoned R-1 (Planned Single Family Low Density Residential District). Beyond Mission Heights and



- A permanent public street, extending east from Mission Road, will be constructed with this application, connecting Mission Road to the western terminus of 150<sup>th</sup> Street that is being constructed with the Hills of Leawood subdivision.
- The Hills of Leawood Villas subdivision is proposed to be accessed off of the proposed 150<sup>th</sup> Street extending eastward off of Mission Road.
- The project will contain two cul-de-sacs with two eyebrows coming off of the northern cul-de-sac.
- Per City requirements, public right-of-way for the streets are 50' and are 26' back of curb to back of curb.
- Landscaped islands are shown within each of the cul-de-sacs and eyebrows.
- Five foot wide sidewalks are proposed on the south side of 150<sup>th</sup> Street. Five foot sidewalks are also proposed on a single side of the main cul-de-sacs, north and south of 150<sup>th</sup> Street. The development will also include a 10' tree lawn between the sidewalk and back of curb of the street. Approximately 3' of sidewalk will be constructed within a 4' sidewalk easement.
- The main entrance into the development from Mission Road is flanked on each side with common area tracts (Tract A and D). These tract areas will mainly be used for monuments and landscaping for the development.
- Storm water bio-retention/detention is proposed within Tract B along with underground pipes, at the southern end of the development, adjacent to 151<sup>st</sup> Street.
- Tract C is proposed is a common area located under the power lines within the 100' utility easement to the east of the development. Trail connections are proposed to connect with trails within Hills of Leawood that connect to the amenity area within the Hills of Leawood subdivision to the east, and to Ironwoods Park to the north. These trail connections are proposed to be 8' in width and constructed of asphalt.
- Tract E is proposed as a landscape buffer between the adjacent property owner to the west and the proposed development.
- Adjacent to the common property line with Ironwoods Park to the north, the applicant is proposing a 10' Tree Preservation Easement. Four lots shall be adjacent to this tree preservation easement. A 5' wrought iron style fence to match that to be constructed with Hills of Leawood is proposed to run along the south side of the tree preservation easement.
- A 10' utility easement is proposed along the south side of the 10' tree preservation easement.

**PRELIMINARY PLAT:**

- The applicant is proposing 25 single family lots for the Hills of Leawood Villas subdivision, with an average lot size of 13,579 sq.ft. The smallest lot size is 9,500 sq.ft, while the maximum is 21,992 sq.ft.
- The applicant is proposing five common area tracts, a total of 4.40 acres, which shall be maintained by the Homes Association. The tracts are as follows:

<u>Lot</u>	<u>Sq.ft.</u>	<u>Acres</u>	<u>Area</u>
Tract A	2,846.33	0.0653	South of the main entrance into the development off of 150 <sup>th</sup> Street. This tract will contain landscaping and development monuments.
Tract B	71,720.43	1.6465	Southern boundary of the development, south of 150 <sup>th</sup> Street. This common area will contain a bio-retention/detention basin and underground pipes for storm water.

Tract C	58,736.62	1.3484	Along the east boundary of the development, north of 150 <sup>th</sup> Street. Will contain multiple trail connections to the proposed trails within Hills of Leawood.
Tract D	100.12	0.0023	Directly north of the main entrance off of 150 <sup>th</sup> Street and will contain a monument sign and associated landscaping.
Tract E	704.08	0.0162	North of Tract D. Will contain landscaping.
<b>Total</b>	<b>134,107.58</b>	<b>3.0787</b>	

**BULK REGULATIONS:**

- The following table outlines the required and provided regulations for the RP-2 Zoning District:

<b>Criteria</b>	<b>Required</b>	<b>Provided</b>	<b>Compliance</b>
Front Setback	30'	22.5'	Deviation Requested
Side Setback	10'	8.5'	Deviation Requested
Corner Lot Street Side Setback	20'	15'	Deviation Requested
Rear Setback	20'	20'	Complies
Lot Size	6,000 Square Feet per dwelling unit	Average = 13,579 sq. ft.	Complies

- The following criteria compares the low-density districts of R-1 and RP-1 with the medium density zoning of RP-2.

<b>Criteria</b>	<b>R-1 Required</b>	<b>RP-1 Required</b>	<b>RP-2 Required</b>
Comprehensive Plan Designation	Low Density Residential	Low Density Residential	Medium Density Residential
Density	2.904 Dwelling Units/Acre	3.63 Dwelling Units/Acre	7.26 Dwelling Units/Acre
Lot Size	15,000 Square Feet per dwelling unit*	12,000 Square Feet per dwelling unit*	6,000 Square Feet per dwelling unit
Lot Frontage	100'	100'	None
Minimum Lot Depth	120'	120'	120'
Lot Depth Ratio	3:1	3:1	3:1
Front Setback	35'	35'	30'
Side Setback	15'	12'	10'
Corner Lot Street Side Setback	30'	30'	20'
Rear Setback	30' for lots with a depth of less than 150' <sup>**</sup>	30' for lots with a depth of less than 150' <sup>**</sup>	20'

\*The greater of the required lot size or the average (up to 1 acre) of all lots within 300' of any lot line.

\*\* Lots greater than 150' in depth shall use the following formula for rear yard setback (.70 x (Lot Depth-150')+30)

- The current applications would not meet any of the Leawood Development Ordinance bulk regulations within a low-density residential zoning.

### LANDSCAPING:

- Landscaping is reviewed and approved at the time of Final Plan. The applicant has provided a preliminary landscape plan.
- The applicant is showing street trees to be planted at a rate of one tree per 40' along all proposed right-of-ways including the connection from the development and Mission Road. The applicant has provided a detail that shows that sidewalks are proposed 10' from the back of curb. This will allow enough space for street trees to be planted between the back of curb and sidewalk. Per the City Code street trees should be planted a minimum of 5' from the back of curb and from adjacent sidewalks.
- The applicant is proposing a 10' Tree Preservation Easement along the northern boundary that is adjacent to the Ironwoods Park along with a 5' wrought iron fence to delineate the Tree Preservation Easement from the rest of the property.
- At the time of Final Plan, the existing trees within the Tree Preservation Easement will be inventoried, and only the removal of dead or hazardous trees will be allowed to be removed with the supervision of the Superintendent of Parks and an expert consultant hired by the developer.

### LIGHTING:

- Lighting is reviewed and approved at the time of Final Plan.

### SIGNAGE:

- No signage is approved with this application. All signage will be reviewed at the time of Final Plan.
- The applicant is proposing two common tracts A and D, north and south of the main western entrance of the subdivision off Mission Road which will be used for development signage or monuments. Details of the signage and monuments will be required at the time of Final Plan application.
- Per the Leawood Development Ordinance 16-4-6.13, the maximum number of monument signs within an RP-2 zoned district is 1 per major entrance from an arterial or Collector Street.

### INTERACT:

- An interact meeting was held on Monday, July 08, 2019. A meeting summary and sign-in sheet are attached.

### REQUESTED DEVIATIONS:

- The applicant is requesting the following deviations to the Leawood Development Ordinance.
  - **Front Yard Setbacks:** Section 16-2-5.5 RP-2 (Planned Cluster Detached Residential District) (6,000 sq. ft. per dwelling) requires that front yard setbacks to be a minimum of 30 ft. The applicant is proposing a deviation to the setback to allow for a 22.5' front yard setback for a single lot (lot 6). Section 16-3-9 (A)(5)(a): provides a deviation for setbacks of buildings and paved areas from a public street may be reduced to 75% of the standard requirement. The deviation may be granted only if compensating common open space (not less than 1:1 ratio) is provided elsewhere in the project and where there is ample evidence that the deviation will not adversely affect the neighboring properties.
  - **Side Yard Setbacks:** Section 16-2-5.5 RP-2 (Planned Cluster Detached Residential District) (6,000 sq. ft. per dwelling): Bulk Regulations requires that side setbacks to be a minimum of 10 ft. The applicant is proposing a deviation to allow 8.5' side yard setbacks on two of the lots (lots 16 and 17). Section 16-3-9(A)(5)(c) provides that a deviation to the setback of side yards which may be reduced to zero. This deviation may be granted only if compensating common open space (not

less than 1:1 ratio) is provided elsewhere in the project and where there is ample evidence that the deviation will not adversely affect neighboring property.

- **Corner Lot Street Side Setbacks:** Section 16-2-5.5 RP-2 (Planned Cluster Detached Residential District) (6,000 sq. ft. per dwelling): Bulk Regulations requires that corner lot street side setbacks to be a minimum of 20 ft. The applicant is proposing a deviation to allow 15' corner lot street side setbacks on three of the lots (lots 12, 13, and 16). Section 16-3-9(A)(5)(a) provides that a deviation to the setback of side yards which may be reduced to 75% of the standard requirement. This deviation may be granted only if compensating common open space (not less than 1:1 ratio) is provided elsewhere in the project and where there is ample evidence that the deviation will not adversely affect neighboring property.
- The area of the deviations requested by applicant totals 0.05 acres. The applicant has provided sufficient compensating open space required by the requested deviations.

#### **IMPACT FEES:**

- **Park Impact Fee**
  - The applicant shall be responsible for a Park Impact Fee in the amount of \$400.00 per dwelling unit prior to the recording of the Final Plat. This amount is subject to change by Ordinance.
- **South Leawood Transportation Impact Fee**
  - The applicant shall be responsible for a South Leawood Transportation Impact Fee prior to the recording of the Final Plat at a rate of \$625 x gross acres platted x miles from 135<sup>th</sup> Street.
- **Street Fee:** The applicant/owner shall be responsible for a Street Fee of \$311 per linear foot of frontage along 151<sup>st</sup> Street. This amount is subject to change by Ordinance.

#### **GOLDEN CRITERIA:**

##### **The character of the neighborhood:**

The area is characterized by an arterial street (Mission Road) and a low density, a large lot single-family residential neighborhood (Mission Heights) to the west; an arterial street (151<sup>st</sup> Street) and a low density, large lot single-family residential neighborhood (Mission Heights) on the south; a city park (Ironwoods Park) directly to the north, and a low density single-family residential neighborhood (Hills of Leawood) currently under construction to the east.

The original plat for Mission Heights, which was a low density, large lot subdivision, was recorded in 1961 prior to annexation by the City of Leawood. Since the plat was recorded, lots along the periphery have been constructed; however, interior lots remain vacant and proposed roads have not been constructed.

A new low-density subdivision, Hills of Leawood, was approved by the Governing Body on April 1, 2019 (Ordinance #2935). A Final Plan and Final Plat for the first phase of the Hills of Leawood was approved by the Governing Body on May 21, 2019. Grading for the development has begun for this project along with construction of 150<sup>th</sup> Street, which will connect the proposed development with Hills of Leawood to the east and Mission Road to the west.

##### **The zoning and uses of properties nearby:**

- 
- North To the north is Ironwoods Park owned by the City of Leawood, zoned REC (Planned Recreation).
  - South To the south are single family lots, some of which have been developed with homes along the north side of 151<sup>st</sup> Street as part of the Mission Heights subdivision, zoned R-1 (Planned Single Family Low Density Residential District). Further to the south, across 151<sup>st</sup>
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	Street, is the single family subdivision of Reserve at Ironhorse, zoned RP-1 (Planned Single Family Residential District). Beyond is Ironhorse Golf Course, owned by the City of Leawood, zoned REC (Planned Recreation).
• East	Directly to the east is a single family residential subdivision of Hills of Leawood, currently under construction, zoned R-1 (Planned Single Family Low Density Residential District).
• West	To the west is the single family residential subdivision of Mission Heights, zoned R-1 (Planned Single Family Low Density Residential District). Beyond Mission Heights and across Mission Road, is the single family residential subdivision of Pavilions of Leawood, zoned RP-1 (Planned Single Family Residential District).

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**The Suitability of the subject property for uses to which it has been restricted:**

The site is suitable for low-density Single Family development as shown on the City of Leawood Comprehensive Plan and as currently zoned R-1 (Planned Single Family Low Density Residential District – 15,000 sq. ft. Per Dwelling). However, the plan proposed with this application is not suitable for the subject property as it proposes RP-2 (Planned Cluster Detached Residential District – 6,000 sq.ft. Per Dwelling), which is medium density residential with minimum lot sizes less than half of the surrounding zoning.

**The time for which the property has been vacant:**

A plat for the subject property was recorded in the 1960's. Since that time, approximately 12 lots were developed along Mission Road and 151<sup>st</sup> Street, leaving all interior lots and roads undeveloped. However, the property directly to the east of the proposed development has been approved for the R-1 (Planned Single Family Low Density Residential District) subdivision of Hills of Leawood, which is currently under construction.

**The extent to which removal of the restrictions will detrimentally affect nearby property:**

The subject property is currently shown on the City of Leawood's Comprehensive Plan as Low Density Residential, and zoned R-1 (Planned Single Family Low Density Residential District – 15,000 sq.ft. Per Dwelling). All other residential directly adjacent to the proposed project (on the east, west, and south) has been either developed, or approved for single family low density residential zoned R-1. The public park, Ironwoods, is located directly to the north of the subject property.

The existing homes, developed within the Mission Heights subdivision, that have developed along both Mission Road and 151<sup>st</sup> Street are large lot single family residential that have lots substantially larger than 15,000 sq.ft. In addition the Hills of Leawood, an approved low density single family residential subdivision that is zoned R-1 that is currently under construction will also have many lots larger than 15,000 sq.ft. The Leawood Development Ordinance also has a requirement within R-1 and RP-1 zoning districts that the minimum size of newly created lots shall be a minimum of 15,000 sq. ft. or the average lot size of lots within the City of Leawood that are within 300' (up to a maximum of 1 acre), whichever is greater. This Leawood Development Ordinance requirement is to ensure that new single-family residential development will be compatible with the existing neighborhoods.

The current zoning of the subject property, and all residential development directly adjacent to the subject property, is zoned R-1 (Planned Single Family Low Density Residential District – 15,000 Sq. Ft. per dwelling unit). The next residential zoning district with a greater density than the R-1 district is the RP- 1 (Planned Single Family Residential District – 12,000 Sq. Ft. per dwelling unit). The development in this application is proposing to skip the RP-1 zoning district and move to a medium density zoning district of RP-2 (Planned Cluster Detached Residential District – 6,000 Sq. Ft. per dwelling unit), which allows minimum lots sizes to

be less than half of what is required by R-1 zoning. The RP-2 zoning also does not have the requirement that newly created lots must meet the average lot size of lots within 300' up to 1 acre, to ensure that newly creates lots will be compatible with surrounding development. In addition to skipping to a denser zoning district, the applicant has requested deviations from the bulk regulations for the RP-2 district in regards to setbacks, which are already less than the requirements within both R-1 and RP-1 low density residential districts.

RP-2 zoning districts requirements within the Leawood Development Ordinance are different than that of R-1 and RP-1 zoning districts. The following are a few regulations that the development with this application would not meet if the zoning were to stay as low density residential:

- Lot Area 15,000 sq.ft. (R-1) 12,000 sq.ft. (RP-1). All new lots within low density residential zoned districts are required to have a minimum lot size that is the average of the lot sizes within 300' of the proposed development up to a maximum of 1 acre, whichever is greater.
- Front yard setback of 35' (R-1, RP-1)
- Side yard setback of 15' (R-1) or 12' (RP-1)
- Corner Lot Street Side Setback 30' (R-1, RP-1)
- Rear yard setbacks of 30' or more, dependent of the depth of the lot created. (R-1, RP-1)
- Lot frontage must be a minimum of 100' (R-1, RP-1)

The development to the east (Hills of Leawood) of the proposed development, was granted a deviation from the Board of Zoning Appeals on October 25<sup>th</sup>, 2017 to allow the development to not meet the requirement of having an average lot size of the lots within a 300' radius, but required that no lot could be less than 15,000 sq.ft. and the average lot size for the entire development could not be less than 19,000 sq.ft. Hills of Leawood also requested and was granted deviations from the Bulk Regulations within the Leawood Development Ordinance in regards to interior side yard setbacks and rear yard setbacks.

Although the development within this application has an average lot size larger than what is allowed within RP-2 zoning district, any future developments would be allowed to use the minimum zoning requirements, potentially allowing for 6,000 sq. ft. lots per dwelling unit.

This site is suitable for low density residential development and stipulations are necessary to ensure a high quality project that fits with the surrounding uses. Removal of the restrictions requiring these principals may result in a less economically sustainable development, which would have detrimental effect on nearby properties.

**The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application:**

The use proposed is too dense for this site and not compatible with existing and approved adjoining residential development; therefore, denial of the application may create a relative gain to the public health, safety, and welfare to the neighboring community by encouraging a more compatible well planned residential area.

**The recommendation of the permanent staff:**

City Staff recommends denial of the proposed application for the reasons outlined in the staff report and Golden Factors.

**Conformance of the requested change to the adopted master plan of the City of Leawood:**

The proposed application does not conform to the adopted master plan of the City of Leawood as it is a higher density than what the plan shows (Low Density Residential).

**STAFF COMMENTS:**

- The applicant is requesting a rezoning of the project area to RP-2 (Planned Cluster Detached Residential District – 6,000 Sq. Ft. per Dwelling). The City of Leawood Comprehensive Plan shows this area to be Low Density Residential. The Comprehensive Plan designates that areas zoned RP-2 as Medium Density Residential Land Use. In addition to the plan not meeting the City of Leawood Comprehensive Plan, additional reasons for denial of this request are as listed below. City Staff is not supportive of this application deviating from the Comprehensive Plan for the following reasons, being that all adjacent land uses are that of Low Density Residential, zoned R-1.
- The proposed development is skipping over a zoning classification, putting medium density residential zoning in the middle of other established and developing low density subdivisions zoned R-1. The maximum density permitted within the RP-2 zoning district is 7.26 dwelling units per acre. The R-1 zoning district allows a maximum density of 2.89 dwelling units per acre, which is less than half the density of the RP-2 zoning district. The higher density that the applicant is proposing is not being used as a transition to higher intensity development, but is surrounded by existing homes and approved development zoned R-1. As stated above, the applicant is not proposing the next highest density within residential (RP-1), which allows a maximum density of 3.63 dwelling units per acre, but is skipping to the medium density RP-2.
- The minimum lot size required within the RP-2 zoning district (6,000 sq.ft.) is less than half the lot size required under the existing R-1 zoning of the site (15,000 sq.ft.), and of the surrounding residential developments zoned R-1.
- Both R-1 and RP-1 zoning districts require a minimum lot frontage of 100 sq.ft., whereas, the RP-2 zoning district has no frontage requirement.
- Additional deviations are being requested to the already reduced setbacks within the RP-2 district. If the application were to be approved, staff recommends that no deviations to the RP-2 zoning district requirements be approved with this application, as the setback requirements for the RP-2 zoning district are already less than those within either the R-1 or RP-1 zoning districts. **(Formally Stipulation 2) The Planning Commission removed this stipulation.**
- All future developments will be able to use the minimum requirements for the underlying zoning, which will run with the land with a potential for an even denser development.
- Below are tables comparing the requirements for R-1, RP-1 and RP-2 zoning districts, as well as, a comparison between the existing lots within Mission Heights, approved lots of Hills of Leawood, and the proposed lots with this application.

**Comparison Of Leawood Development Ordinance Requirements For R-1, RP-1 And RP-2**

<b>Criteria</b>	<b>R-1 Required</b>	<b>RP-1 Required</b>	<b>RP-2 Required</b>
Comprehensive Plan Designation	Low Density Residential	Low Density Residential	Medium Density Residential
Density	2.90 Dwelling Units/Acre	3.63 Dwelling Units/Acre	7.26 Dwelling Units/Acre
Lot Size	15,000 Square Feet per dwelling unit*	12,000 Square Feet per dwelling unit*	6,000 Square Feet per dwelling unit
Lot Frontage	100'	100'	N/A
Minimum Lot Depth	120'	120'	120'
Lot Depth Ratio	3:1	3:1	3:1
Front Setback	35'	35'	30'

<b>Criteria</b>	<b>R-1 Required</b>	<b>RP-1 Required</b>	<b>RP-2 Required</b>
Side Setback	15'	12'	10'
Corner Lot Street Side Setback	30'	30'	20'
Rear Setback	30' for lots with a depth of 150' or less*	30' for lots with a depth of 150' or less*	20'

\* Lots greater than 150' in depth shall use the following formula for rear yard setback (.70 x (Lot Depth-150')+30)

**Comparison Between The Existing Lots Within Mission Heights, Approved Lots Of Hills Of Leawood, And The Proposed Lots With This Application (Hills of Leawood Villas)**

	<b>Mission Heights</b>	<b>Hills of Leawood</b>	<b>Hills of Leawood Villas</b>
Status	Existing	Approved	Proposed
Comprehensive Plan Designation	Low Density Residential	Low Density Residential	Low Density Residential
Density Provided	Low Density Residential	Low Density Residential	Medium Density Residential
Zoning	R-1	R-1	Proposed RP-2
Average Lot Size (Sq. Ft.)	45,691 Sq. Ft.	19,625 Sq. Ft.	13,579 Sq. Ft.
Density	0.95 Dwelling Units/Acre	1.59 Dwelling Units/Acre	1.85 Dwelling Units/Acre



# 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 *BS*

SUBJECT: Hills of Leawood Rezoning Prelim  
Case Number: 74-19

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

### 1) Plat:

- a) Provide sixty (60) feet of Right-of-Way along 151st Street
- b) Provide a 5' sidewalk easement along the frontage of lots where the sidewalk is located.
- c) Provide a minimum ten (10) foot Utility Easement abutting all Right-of-Way.
- d) Sanitary Sewer Easements, Storm Sewer Easements and Utility Easements will be reviewed on the final plat.
- e) The City of Leawood will refuse dedication of Right-of-Way and Easements if the landowner grants rights to others without written permission by the City Engineer of the City of Leawood. The Surveyor shall provide a sealed letter stating there are no Blanket Easements and provide a map showing existing easements that are within the proposed Right-of-Way and Public Utility Easements prior to the City releasing the plat.

### 2) Traffic Impact Analysis:

- a) Prior to approval of construction plans. The developer shall verify sight distance along Mission Road and provide a sealed report from a licensed Engineer. The report shall include recommendations for additional signing if needed.

### 3) Storm Water Study:

- a) The following is proposed:

- i) Use the detention facility approved for construction on the northwest corner of the second plat of the Hills of Leawood.
    - ii) A new dry basin located in the southeast portion of this property adjacent to 151st Street and new infiltration chambers located on site close to 151st Street.
    - iii) Native vegetation located under the existing high voltage power lines crossing this property.
  - b) The developer shall upgrade the control features of the detention basin located the northwest corner of the second plat of the Hills of Leawood based on the Stormwater Drainage Study provided for the Hills of Leawood Villas.
  - c) The location, size, plant material list, etc. of the BMPs will be verified on the engineering plan submittal.
- 4) Prior to Building Permit, the applicant shall be responsible for constructing 150th Street from Mission Road to the terminus of 150th Street within the Hills of Leawood development to the east of the proposed development, to meet all City street construction standards, including but not limited to curbs, sidewalks, storm drainage, lighting, and street trees.
  - 5) Permanent structures, including monument signs, shall not be placed within the Right-of-Way and Public Easements.
  - 6) All public improvements shall be designed and constructed in accordance with the City of Leawood Public Improvement Construction Standards as developed by the Department of Public Works (latest revision).
  - 7) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.
  - 8) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.
  - 9) Construction vehicles, including vehicles of construction personnel, shall not be parked within the Right-of-Way. All staging and storage of equipment and/or materials for private improvements shall be contained on the proposed development unless a Right-of-Way Permit has been obtained by the Contractor.
  - 10) The Developer shall repair and restore all damaged areas between the back of curb and the Right-of-Way abutting this lot including any existing damage. This shall include but is not limited to street lighting equipment, traffic signal equipment, sidewalk, storm sewers, grass, etc.

- 11) The Developer shall provide documentation by a licensed professional engineer certifying on City forms the BMPs have been constructed in accordance with City standards and the approved plans.
- 12) The developer shall provide as-built storm sewer information in accordance with City standards. This includes, but is not limited to, vertical and horizontal coordinates of all structures constructed or modified, flow line information at each structure, pipe size information, downstream structure numbers and type of structure. This information shall be provided to us on the Johnson County AIMS coordinate system. The spreadsheet for the data will be provided to the developer after the storm sewer improvements have been completed.
- 13) The developer shall pay the sign fee as stated in the Fee Schedule for each intersection or location of street name change to cover the costs of street signs to be installed by the Department of Public Works.
- 14) Building Permits will not be issued and the plat will not be released for recording until all public improvement plans have been approved by the City Engineer.
- 15) 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:** Monday, August 26, 2019 10:33 AM  
**To:** Richard Sanchez  
**Subject:** RE: Case 74-19 Hills of Leawood Villas - Fire Department Memo

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

The Fire Dept has NO objections to this plan.

*Gene Hunter, Leawood Fire Marshal*

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE APPROVING A REZONING FROM R-1 [PLANNED SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT] TO RP-2 [PLANNED CLUSTER DETACHED RESIDENTIAL DISTRICT], PRELIMINARY PLAN AND PRELIMINARY PLAT FOR HILLS OF LEAWOOD VILLAS, LOCATED NORTH OF 151<sup>ST</sup> SREET AND EAST OF MISSION ROAD [PC CASE # 74-19]**

WHEREAS, the applicant submitted a request for approval of a Rezoning to RP-2 [Planned Cluster Detached Residential District], Preliminary Plan and Preliminary Plat for Hills of Leawood Villas;

WHEREAS, the Planning Commission reviewed the application on August 27, 2019 and recommends approval of Case 74-19 with certain stipulations; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body on October 7, 2019.

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

**SECTION 1. ZONING.** That the real estate described below is hereby rezoned to RP-2 (Planned Cluster Detached Residential):

**Legal Description:**

All of Lots 6, 7, 8, 20, and all that part of Lots 9, 10, 18, 19 and 21, and all that part of the adjacent platted right-of-way of 150th Street, MISSION HEIGHTS, a platted subdivision of land in the City of Leawood, Johnson County, Kansas, as recorded in plat book 23, at page 37 in the Office of Register of Deeds, Johnson County, Kansas and all that part of the Southwest Quarter of Section 3, Township 14, South, Range 25 East, all being in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 3; thence N 0°00'25" W, along the West line of the Southwest Quarter of said Section 3 and the West plat line of said MISSION HEIGHTS and its Southerly extension, a distance of 1326.38 feet to the Northwest corner of the South One-half of the Southwest Quarter of said Section 3, said point also being the Northwest plat corner of said MISSION HEIGHTS; thence S 89°44'51" E, along the North line of the South One-half of the Southwest Quarter of said Section 3 and the North plat line of said MISSION HEIGHTS, a distance of 605.00 feet to the Northwest corner of said Lot 8, said point also being the point of beginning; thence continuing S 89°44'51" E, along the North line of the South One-half of the Southwest Quarter of said Section 3 and the North plat line of said MISSION HEIGHTS, a distance of 410.07 feet; thence S 23°37'18" W, a distance of 176.21 feet; thence S 50°00'53" E, a distance of 104.22 feet; thence S 23°37'18" W, a distance of 792.39 feet to a point on the South line of said Lot 19; thence N 89°47'47" W, along the South line of said Lot 19, a distance of 75.25 feet; thence S 0°13'00" W, a distance of 330.01 feet to a point on the South line of said Lot 21, said point also being the North right-of-way line of 151st Street, as now

established; thence N 89°47'47" W, along the South line of said Lot 21 and the North right-of-way line of said 151st Street a distance of 390.00 feet; thence N 0°13'00" E, a distance of 199.94 feet to an angle point on the South line of Lot 5 of said MISSION HEIGHTS; thence S 89°47'00" E, along the Southerly line of said Lot 5, a distance of 65.00 feet to the Southeast corner of said Lot 5; thence N 0°13'00" E, along the East line of said Lot 5, a distance of 430.00 feet to the Northeast corner of said Lot 5; thence N 2°56'32" E, a distance of 50.06 feet to the Southwest corner of said Lot 6; thence N 0°09'20" E, along the West line of said Lot 6, a distance of 312.00 feet to the Northwest corner of said Lot 6; thence S 89°47'04" E, along the North line of said Lot 6 and 7, a distance of 315.85 feet to the Northeast corner of said Lot 7; thence N 4°16'15" W, along the West line of said Lot 8, a distance of 294.89 feet to the point of beginning, containing 13.5086 acres, more or less, of which 1.3210 acres or unplatted land.

SECTION 2. OFFICIAL ZONING MAP AMENDED. That the Director of Community Development is hereby directed to amend the Official Zoning Map of the City of Leawood, Kansas, as provided for and adopted pursuant to the provisions contained within the 'Leawood Development Ordinance.'

SECTION 3. REINCORPORATION OF OFFICIAL ZONING MAP AS AMENDED. That the Official Zoning Map of the City, as amended by the provisions of this ordinance is hereby reincorporated and declared to be the official zoning map of the City of Leawood, Kansas, as provided for and adopted pursuant the provisions contained within the 'Leawood Development Ordinance.'

SECTION 4. APPROVAL OF PRELIMINARY PLAN AND PRELIMINARY PLAT GRANTED. Pursuant to Section 16-3-10 of the Leawood Development Ordinance, permission is hereby granted to use the above described property, in the manner set forth in the Preliminary Plan on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Section 16-2-5.5 of the Leawood Development Ordinance, subject to all other laws and regulations, and subject to the stipulations recommended by the Planning Commission set forth below.

SECTION 5. CONDITIONS AND STIPULATIONS. Approvals of the rezoning, preliminary plan, and preliminary plat granted herein, are hereby approved and adopted subject to the following conditions and stipulations:

1. The project shall be limited to 25 lots and five tracts on 13.5 acres for a residential density of 1.85 units per acre.
2. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project. This does not include existing high voltage overhead power transmission lines on the eastern edge of the development.
3. Per the Leawood Development Ordinance, all above ground facilities shall be placed in the rear yard wherever practical. If locating these facilities in the rear yard is not practical

- or appropriate, as determined by the City Engineer, then such facilities shall be at least 25' behind the right-of-way.
4. All new utility boxes with a height of less than 55 inches, a footprint of equal to or less than the 15 square feet in area, or a pad footprint of equal or less than 15 square feet, may be installed only with the prior approval of the Director of Community Development as being in compliance with this Ordinance.
  5. 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.
  6. The applicant shall be responsible for the following impact fees:
    - a. A Park Impact Fee in the amount of \$400.00 per dwelling unit prior to the recording of the Final plat. This amount is subject to change by Ordinance.
    - b. A South Leawood Transportation Impact Fee to be paid prior to the recording of the Final Plat.
    - c. The applicant shall be responsible for a Street Fee of \$311 per linear foot of frontage along 151<sup>st</sup> Street. This amount is subject to change by Ordinance.
  7. The applicant shall provide a 10' Tree Preservation Easement along the north property line of the development adjacent to Ironwoods Park. This Tree Preservation Easement shall address the protection of existing trees, removal of dead or damaged vegetation, and the replacement of vegetation that is removed. A 5' tall, black wrought iron style, fence matching that of the Hills of Leawood shall be constructed along the south boundary of the Tree Preservation Easement, adjacent to Ironwoods Park.
  8. At the time of Final Plat and Final Plan application, the Tree Preservation Easement shall be clearly defined on the plat with appropriate text describing the easement and tree maintenance, removal, and replacement.
  9. The trail connections within Tract C on the most eastward portion of the development shall extend to connect to the trails within the Hills of Leawood that provide access to the amenity area within the Hills of Leawood development. These trails shall be a minimum of 8' in width and constructed of asphalt.
  10. Prior to land disturbance (including within Ironwoods Park), the applicant shall work with the Superintendent of Parks identifying any necessary trees which shall be necessary to be removed.
  11. All landscaped common areas shall be irrigated, including cul-de-sac medians.
  12. Sidewalks shall be minimum of 10' from the back of curb to allow sufficient width for street trees to be planted.
  13. Per the Leawood City Code street trees shall be planted a minimum of 5' from the back of curb and adjacent sidewalks.
  14. All pedestrian connections, including sidewalks and trails, shall comply with the Americans with Disabilities Act.
  15. At the time of Final Plan application, a tree inventory plan shall be provided that shows the location of all trees, 6 inch caliper or larger, measured at 6 inches above ground level, that are proposed for removal within the Tree Preservation Easements.
  16. Prior to building permit, the applicant shall be responsible for constructing 150<sup>th</sup> Street from Mission Road to the terminus of 150<sup>th</sup> Street within the Hills of Leawood development to the east of the proposed development, to meet all City street construction

standards, including but not limited to curbs, sidewalks, storm drainage, lighting, and street trees.

17. The completion of the design and construction of all public streets approved with this application shall be under a single set of construction plans.
18. At the time of Final Plan, the applicant shall provide City staff with a copy of the covenants and restrictions proposed for the development.
19. At the time of Final Plat, the applicant shall provide additional language on the Plat describing the Tracts within the development including maintenance and responsibilities.
20. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo (Exhibit A) on file with the City of Leawood Planning and Development Department, prior to recording of the Final Plat.
21. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo (Exhibit B) on file with the City of Leawood Planning and Development Department, prior to Final Plat.
22. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and storm water system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.
23. All sidewalks shall be installed as per street construction standards.
24. All streets within the subdivision shall be public. The developer or Homes Association shall maintain any planting or statuary within the street right of way. The developer shall execute a right-of-way maintenance agreement with the Public Works Department for any planting or statuary improvements within the public right-of-way.
25. All monument signs shall be placed within a common area designated as a separate tract of land to be maintained by the homes association.
26. All monument signs shall be located outside of all sight triangles, and shall be a minimum of 5' from all property lines and sidewalks.
27. The Preliminary Plan approval shall lapse in two years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant one such extension for a maximum of 12 months for good cause shown by the developer.
28. In addition to the stipulation listed in the report, the developer/applicant agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted and to execute a statement acknowledging in writing that they agree to stipulations one through twenty-eight.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the Governing Body this 7th day of October, 2019.

APPROVED by the Mayor this 7th day of October, 2019.

(SEAL)

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Peggy J. Dunn, Mayor

ATTEST:

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Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

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Marcia L. Knight  
Assistant City Attorney

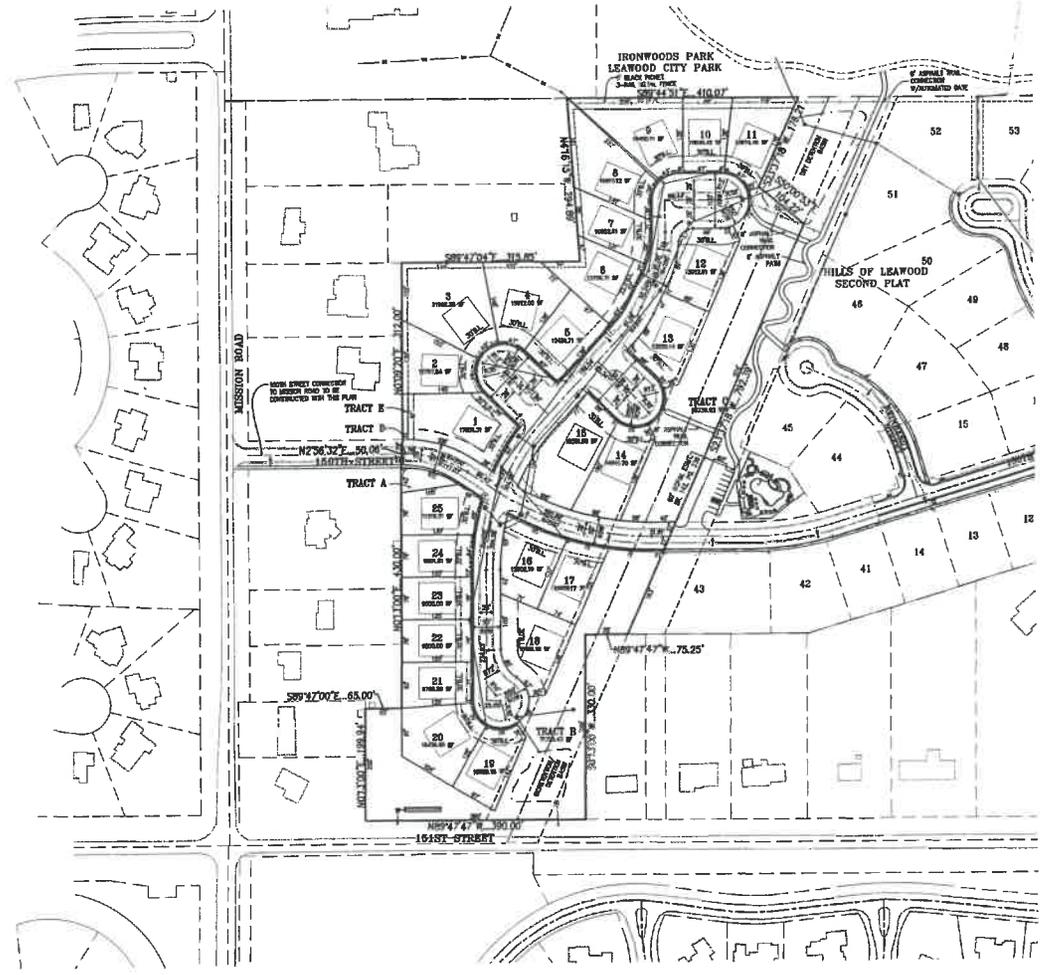
PRELIMINARY PLAT OF  
**HILLS OF LEAWOOD VILLAS**  
 A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14, RANGE 25,  
 IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

**LEGAL DESCRIPTION**  
 ALL OF LOTS 6, 8, 9, 20, AND ALL THAT PART OF LOTS 8, 10, 11, 12, 13, AND 21, AND ALL THAT PART OF THE QUARTER  
 PLATTED NORTH-1/4 OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



LOCATION MAP  
 SECTION 03-14S-25E

PARCEL	LOT AREA (AC)	AREA (AC)
1	1799.37	0.6498
2	1770.34	0.6417
3	2192.25	0.8049
4	1393.20	0.5083
5	1243.71	0.4554
6	1209.77	0.4409
7	1082.81	0.3941
8	9894.12	3.5879
9	1649.17	0.6028
10	1094.42	0.3989
11	1397.48	0.5084
12	1301.21	0.4787
13	1329.14	0.4842
14	1404.70	0.5124
15	1884.88	0.6859
16	1202.17	0.4382
17	1028.17	0.3747
18	1040.18	0.3809
19	1008.15	0.3682
20	1543.85	0.5616
21	878.28	0.3217
22	680.03	0.2501
23	692.03	0.2531
24	881.01	0.3204
25	1128.21	0.4119
ROW	11482.82	4.1890
TRACT A	2848.23	1.0383
TRACT B	7175.43	2.6088
TRACT C	2678.43	0.9804
TRACT D	161.12	0.0583
TRACT E	704.08	0.2562



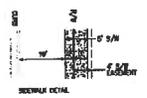
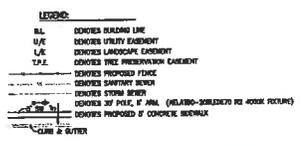
**SITE DATA TABLE**

EXISTING	DEMANDS REQUIRED		
FRONT YARD	35'	25.0'	20%
REAR YARD	10'	10.0'	10%
SIDE YARD (ANY OTHER STREET)	25'	10'	10%
MINIMUM LOT SIZE	1,000 SQ. FT.	1,000 SQ. FT.	
MINIMUM LOT AREA	23,000 SQ. FT.	23,000 SQ. FT.	
MINIMUM FRONT SETBACK	30 FT.	30 FT.	
MINIMUM SIDE SETBACK	10 FT.	10 FT.	
MINIMUM REAR SETBACK	10 FT.	10 FT.	
MINIMUM CORNER LOT SETBACK	25 FT.	25 FT.	
MINIMUM SIDE YARD SETBACK	10 FT.	10 FT.	
MINIMUM CORNER YARD SETBACK	48 FT.	48 FT.	
MINIMUM WOODS SETBACK	30 FT.	30 FT.	

**PROJECT NOTE:**  
 1. THE INFORMATION WAS SUPPLIED BY ALICE (FOOTCOURT MAPPING SYSTEM) BASED ON  
 2008 DATA.  
 2. ALL RIGHTS AS SHOWN HEREON SHALL BE DEEMED TO PROVIDE OPEN SPACE, COMMON AREAS AND  
 MAY INCLUDE BUT NOT LIMITED TO LANDSCAPE, PERSONAL, BARRIERS, MONUMENTS, STORM WATER DIPS  
 AND SERVICES AND WILL BE OWNED AND MAINTAINED BY THE HOME ASSOCIATION.  
**FLOOD NOTE:**  
 THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL  
 CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL  
 EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COUNTY NO. 000071, JOHNSON COUNTY,  
 KANSAS, PANEL NO. 0200000000, AND DATED AUGUST 5, 2006.

**DEVELOPER'S SUMMARY:**  
 1. ALL UTILITIES ARE PUBLIC WITHIN THE BOUNDARY AND ARE CLASSIFIED AS LOCAL, HO  
 ACCORDING TO THE CURRENT UTILITY RECORDS.  
 2. LOADS SHALL BE AS SHOWN IN THE EXISTING JOHNSON COUNTY WASTEWATER  
 SYSTEM. A LOAD STUDY WILL BE REQUIRED TO DETERMINE LOADS.  
 3. NO PROPOSED UTILITIES SHALL BE REQUIRED TO CROSS LOTS.  
 4. ALL PROPOSED UTILITIES SHALL BE CONSTRUCTED WITH BARRIERS OF  
 A FIRM COMPLIANT EXISTING SHELTER.

**TRACT SUMMARY:**  
 A: LANDSCAPE AND WOODS  
 B: OPEN SPACE, CONCRETE TREATMENT & DETENTION  
 C: OPEN SPACE  
 D: OPEN SPACE



SHEET 1 OF 6

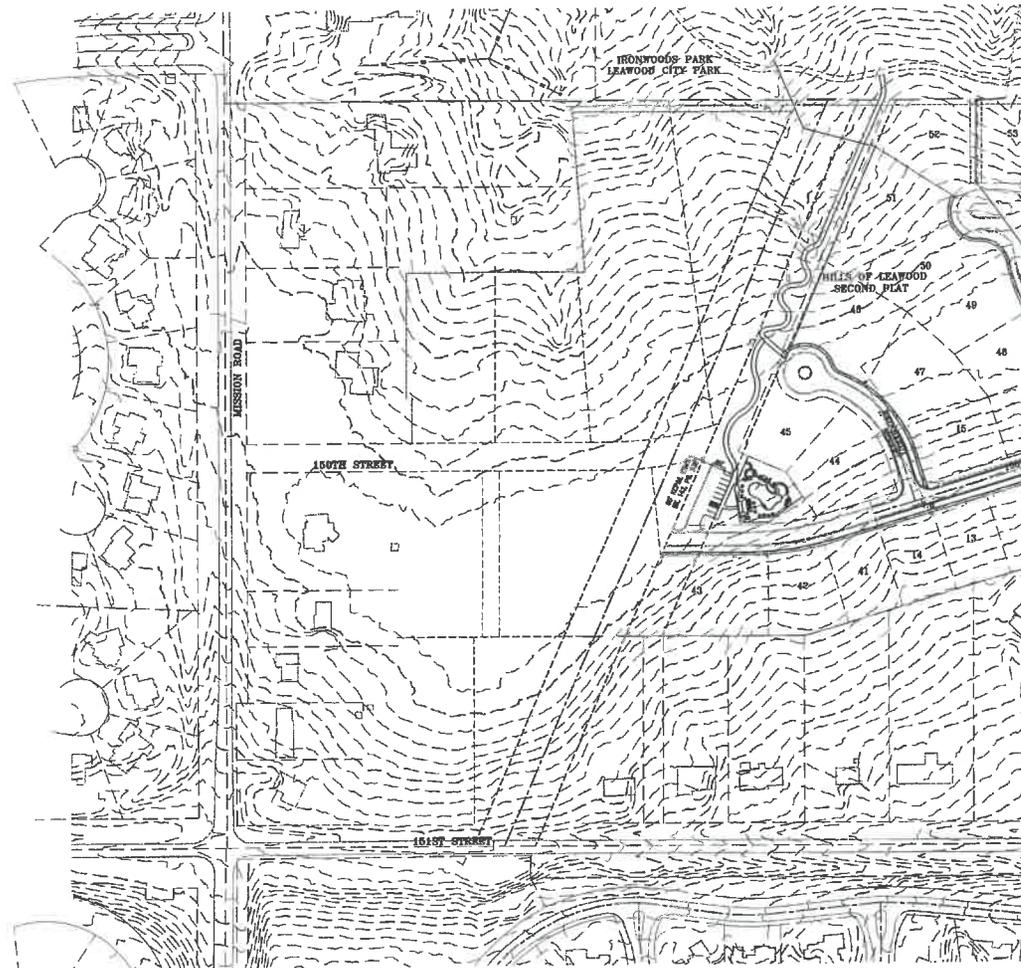
PLANNING  
 ENGINEERING  
 IMPLEMENTATION

**PEHELPS ENGINEERING, INC.**  
 1200 N. Winchester  
 Olathe, Kansas 66464  
 (913) 385-1152  
 Fax: (913) 385-1166



# EXISTING CONDITION PLAN OF HILLS OF LEAWOOD VILLAS

A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14, RANGE 25,  
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS



**LOCATION MAP**  
SECTION 03-14S-25E



**LEGEND:**

- BL. BOUNDARY BUILDING LINES
- U/L. BOUNDARY UTILITY LAYOUT
- L/L. BOUNDARY LANDSCAPE ELEMENT
- L/L. BOUNDARY TREE PENETRATION LAYOUT
- BOUNDARY PROPOSED FENCE
- BOUNDARY SPURRY BENCH
- BOUNDARY STONE BENCH
- BOUNDARY SET POLE, 6' DIA. (MELANO-DIMENSIONAL 6" X 6" SQUARE)
- BOUNDARY PROPOSED 6" CONCRETE SIDEWALK
- CURB & GUTTER

**OWNER:**  
LEAWOOD HILLS DEVELOPMENT, L.L.C.  
1000 PARKWAY, SUITE 200  
OCCASION PARK, KS 66210  
(913) 338-6200  
(913) 338-1400 FAX

**ENGINEER/APPLICANT:**  
PHILIPS ENGINEERING, P.C.  
2214 N. UNIVERSITY  
CLARE, KS 66017  
(913) 382-1100  
(913) 382-1106 FAX

**DEVELOPER:**  
LEAWOOD HILLS DEVELOPMENT, L.L.C.  
1000 PARKWAY, SUITE 200  
OCCASION PARK, KS 66210  
(913) 338-6200  
(913) 338-1400 FAX

**LANDSCAPE ARCHITECT:**  
JAMES GREEN, P.L.L.C.  
1000 PARKWAY, SUITE 200  
OCCASION PARK, KS 66210  
(913) 338-6200  
(913) 338-1400 FAX

SHEET 3 OF 8



**PHILIPS ENGINEERING, INC.**  
PLANNING  
ENGINEERING  
LANDSCAPE ARCHITECTURE

**PHILIPS ENGINEERING, INC.**  
James H. Winchester  
Charles Thomas Bickel  
Chris Beyerle  
Tom O'Neil

PH 2/2020 - 5/20/21

HILLS OF LEAWOOD

AERIAL PLAN  
**HILLS OF LEAWOOD VILLAS**

A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14, RANGE 25,  
 IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS



SHEET 4 OF 8

**OWNER:**  
 HILLS OF LEAWOOD DEVELOPMENT, L.L.C.  
 1500 PARK DRIVE SW  
 OVERLAND PARK, KS 66204  
 (913) 304-4200  
 (913) 498-1400 FAX

**DEVELOPER:**  
 HILLS OF LEAWOOD DEVELOPMENT, L.L.C.  
 1500 PARK DRIVE SW  
 OVERLAND PARK, KS 66204  
 (913) 304-4200  
 (913) 498-1400 FAX

**ENGINEER/APPLICANT:**  
 PEELUS ENGINEERING, INC.  
 1271 N. 900th STREET  
 CLAYTON, KS 66210  
 (913) 303-1100  
 (913) 303-1100 FAX

**LANDSCAPE ARCHITECT:**  
 JASON WELLS, P.L.A. LEED AP  
 1500 PARK DRIVE SW  
 OVERLAND PARK, KS 66204  
 (913) 304-4200  
 (913) 498-1400 FAX

**PEELUS ENGINEERING, INC.**  
 1271 N. 900th Street  
 Clayton, Kansas 66210  
 (913) 303-1100  
 Fax (913) 303-1104

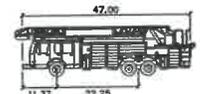
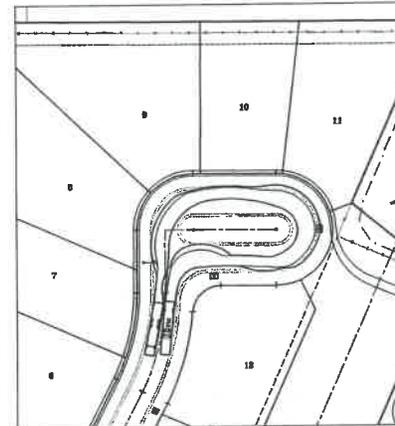
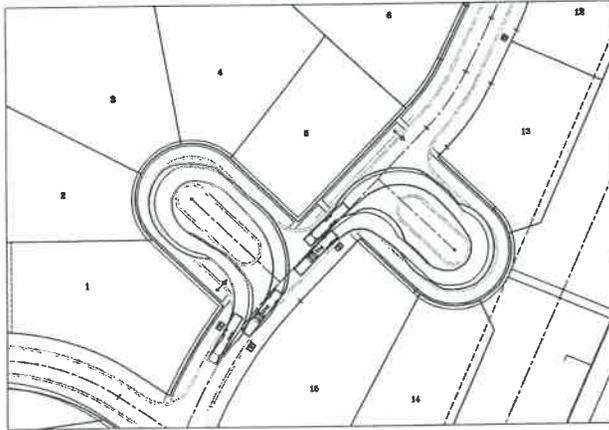
PEELUS ENGINEERING, INC. 1271 N. 900th Street, Clayton, MO 64601. All rights reserved. 10/24/17





# VEHICLE ACCESS PLAN OF HILLS OF LEAWOOD VILLAS

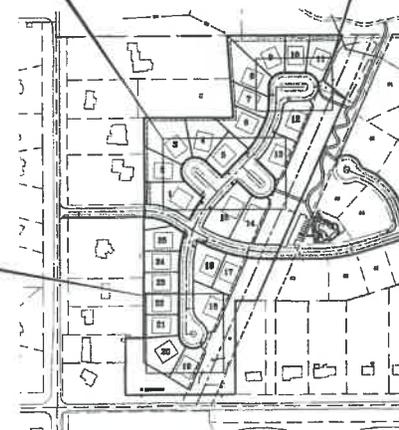
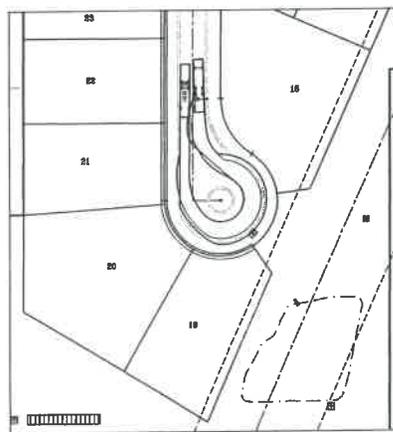
A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14, RANGE 25,  
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS



**Firetruck—Leawood**  
feet  
Width : 8.54  
Truck : 7.81  
Lock to Lock Time : 10.0  
Steering Angle : 39.8



**LOCATION MAP  
SECTION 03-14S-25E**



**OWNER:**  
LEAWOOD HILLS DEVELOPMENT, L.L.C.  
1200 FRANKLIN, SUITE 205  
OVERLAND PARK, KS 66210  
(913) 345-8200  
(913) 488-1400 FAX

**ENGINEER/APPLICANT:**  
PELIPS ENGINEERING, INC.  
1270 N. WINDSOR  
OLNEY, KS 66051  
(913) 363-1100  
(913) 363-1100 FAX

**DEVELOPER:**  
LEAWOOD HILLS DEVELOPMENT, L.L.C.  
1200 FRANKLIN, SUITE 205  
OVERLAND PARK, KS 66210  
(913) 345-8200  
(913) 488-1400 FAX

**LANDSCAPE ARCHITECT:**  
JASON HICKS, P.L.A., 1125 W. 47th  
OVERLAND PARK, KS 66210  
(913) 797-2817

SHEET 7 OF 8

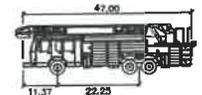
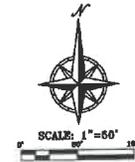
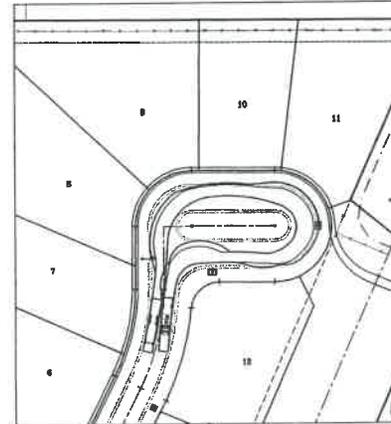
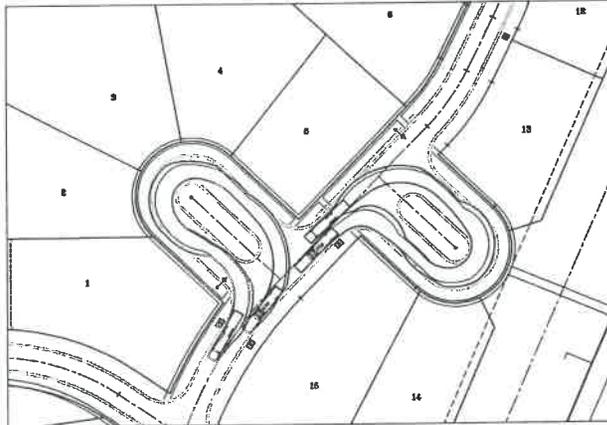
	PLANNING	PELIPS ENGINEERING, INC.
	ENGINEERING	1270 N. Windsor
	IMPLEMENTATION	Olney, Kansas 66051
	(913) 363-1100	Fax (913) 363-1100

P:\PROJECTS\2007\Hills of Leawood\Hills of Leawood\_Village\_Plan\Hills of Leawood\_Village\_Plan.dwg, Leawood\_Village\_Plan.dwg, 08/10/07, 10:45:00 AM, JWH



VEHICLE ACCESS PLAN OF  
**HILLS OF LEAWOOD VILLAS**

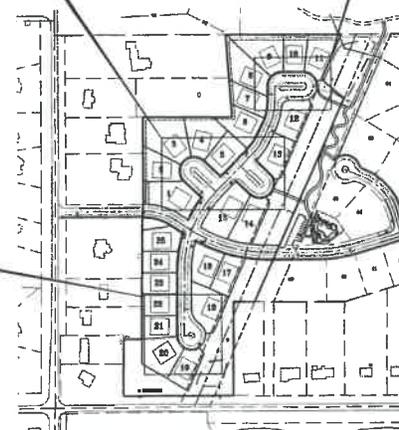
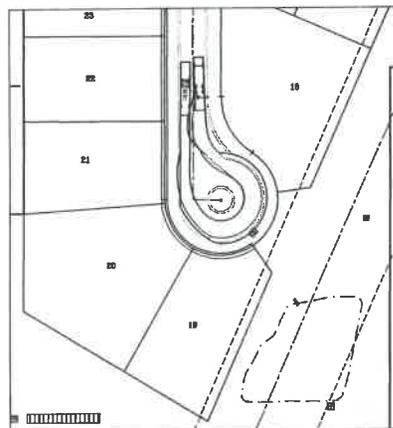
A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14, RANGE 25,  
 IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS



Firetruck—Leawood  
 feet  
 Width : 8.14  
 Track : 7.81  
 Lock to Lock Time : 13.13  
 Steering Angle : 30.8



LOCATION MAP  
 SECTION 03-14S-25E



OWNER:  
 LEAWOOD HILLS DEVELOPMENT, L.L.C.  
 1200 S. WINDYBROOK, SUITE 200  
 OVERLAND PARK, KS 66210  
 (913) 340-6300  
 (913) 498-1800 FAX

DEVELOPER:  
 LEAWOOD HILLS DEVELOPMENT, L.L.C.  
 1200 S. WINDYBROOK, SUITE 200  
 OVERLAND PARK, KS 66210  
 (913) 340-6300  
 (913) 498-1800 FAX

ENGINEER/APPLICANT:  
 PHELPS ENGINEERING, INC.  
 1220 S. WINDYBROOK, SUITE 200  
 OVERLAND PARK, KS 66210  
 (913) 340-1100  
 (913) 340-1100 FAX

LANDSCAPE ARCHITECT:  
 JAMES W. WILSON, P.A., LEED AP  
 1220 S. WINDYBROOK, SUITE 200  
 OVERLAND PARK, KS 66210  
 (913) 781-2617

SHEET 7 OF 8

PHILIPPS ENGINEERING, INC.  
 PLANNING  
 ENGINEERING  
 ENVIRONMENTAL  
 CONSULTING

1220 S. WINDYBROOK  
 OVERLAND PARK, KANSAS 66210  
 (913) 340-1100  
 FAX (913) 340-1104

P:\Projects\2007\20070701\20070701\_VEHICLE\_Access Plan.dwg - 5/16/07 - 2:33pm - JLF/BJR







# ***HILLS OF LEAWOOD VILLAS***

## **INTERACT MEETING**

**JULY 8, 2019 AT 6PM**

## **IRON HORSE GOLF CLUBHOUSE**

## **MEETING MINUTES**

Meeting was called to order at 6:10PM. Meeting concluded at 6:50PM. The Developer was represented by Mark Simpson & Saul Ellis. Attending were 6 neighbors, 5 adjacent property owners on Mission Rd to the west and one from Mission Reserve Villas to the Southwest.

1. Greg Trum from Mission Reserve Villas asked if these villas would be maintenance provided and similar in look and value to his current villa home. Developer responded that all would be reverse floorplans with single level and finished lower level and home values would start at about \$800,000 and go to well over \$1 million.
2. Shannon Maize 14913 Mission asked about 20' landscape easement along 150<sup>th</sup> Street requested from the Developer from her property & neighbor Krupco to the south as to how it would work. Developer explained it would be a perpetual easement and they would still own land. Easement would be limited to a landscape screening easement for deciduous, evergreen & pine trees along with decorative flower beds and berming along both sides of 150<sup>th</sup> Street ROW to provide continued privacy for the two homes abutting the current street ROW.
3. Theresa Entriken 15009 Mission Rd. asked about preserving existing trees behind her home. Developer responded that it was too early in the process to be able to commit to where various utilities would require tree removal. Efforts would be made to preserve existing trees as added value to the new villa lots. Developer estimated that the adjacent rear of the new villa home would be more than 150' from the rear of her home.
4. Robert McQuain- 14901 Mission Rd.- Asked where the amenity package would be and why the property could not be developed as R-1 as he was against any more density than absolutely necessary. Developer responded that due to unusual shape of land and restrictions on E/W width from diagonal high-tension powerline easement a R-1 land plan was not feasible.
5. Lori Hull 15007 Mission Rd. asked if this community would be age restricted to age 55+ years old. Developer responded that while it would not be age restricted, that marketing would be to empty nester couples and single older individuals and there would likely not be school age children. This would result in smaller single level homes, no fencing, less traffic and uniform level of landscape maintenance.
6. Diane Teal 15015 Mission Rd. asked about plans for widening of Mission Rd. and 151<sup>st</sup> Street. Developer responded that she should contact Leawood Public Works, but to the best of his knowledge recent overlay and restriping of 151<sup>st</sup> Street from Nall to City limits was all that was on current city Capital Improvement Plan for that street.

# *Hills of Leawood Villas*

## INTERACT MEETING

Iron Horse Golf Clubhouse

Monday July 8, 2019 at 6PM

### PROPERTY OWNER

### ADDRESS

Greg Trum

3953 W 151st Terr Leawood KS 66224

Robert McQuain

14901 Mission Rd Leawood

Theresa Entriken

15009 Mission

Shannon Maize

14913 Mission

Diane Teal

15015 Mission

Connie Krupar

15005 Mission

Lori Hull

15007 Mission

Daniel P. Hull

15009 Mission

## **MISSION ROAD RESIDENTS OBJECTIONS TO THE PROPOSED VILLAS OF LEAWOOD PLAN**

### **MASTER PLAN**

All of the current residences on Mission Rd were built or purchased while the Leawood Master Plan designated the ground adjoining them to the east to be an R-1 designation. The owners of the residences have a right to rely on the several decades that the Master Plan designated the adjoining property to be R-1. To allow an R-2 development is to suggest spot zoning is appropriate in this city.

### **DENSITY**

There is great disparity in the density of the proposed Villas of Leawood and the adjoining residences along Mission Road from 148<sup>th</sup> St. to 151<sup>st</sup> St. The Villas of Leawood R-2P plan has proposed density of approximately three house per acre. The Mission Road residences have an average density of one acre per residence. The acreage per lot varies from 3 acres to .6 acres. All of the present Mission Rd residence lots are considered estate size lots. These variances are substantial and make the proposed Villas of Leawood plan incompatible.

### **SETBACKS**

There also is great disparity comparing the setbacks of the proposed Villas of Leawood compared to the residences along Mission Road. The Villas of Leawood plan has proposed side setbacks of 10 feet and back setbacks of 20 feet. The residences along Mission Road now average spacing of 100 feet side to side. Rear setbacks on Mission Rd residences average approximately 50 ft. and vary from 250 ft to 30 ft. based on visual inspection.

### **COMPATIBILITY**

The present applicant developed The Villas of Ironhorse which is immediately east of the applicants current development project, The Hills of Leawood. Villas of Ironhorse has residential units very similar to the proposed Villas of Leawood. The Villas of Ironhorse has a few aspects that do not exist in the proposed Villas of Leawood. The eastern boundary of the Villa of Ironhorse is a horse farm. The western boundary has a large mature treeline, a double treeline in the northern portion and has elevation changes that makes the project lower than The Hills of Leawood. None of those visual barriers exist on the proposed Villas of Leawood.

### **ABSENCE OF TRAFFIC, STORM WATER EFFECTS**

Not yet addressed is the traffic effect of the Villas of Leawood plan on Mission Rd and the 151<sup>st</sup> and Mission intersection. New hard surfaces that are mostly elevated from the Mission Rd residences will potentially increase storm water migration to Mission Rd residences.

# VILLAS OF IRONWOODS

---

June 15, 2019

Mr. Richard Sanchez  
Leawood Planning Department  
4800 Town Center Drive  
Leawood, KS 66221

Re: Hills of Leawood Villas

Dear City of Leawood;

In regards to the recent application for RP-2 housing at the neighboring Hills of Leawood community to our west, our community is in full support of developing more maintenance provided housing in our area. We have had a number of families and couples from Leawood inquire about buying homes in our own villa community being so close to Leawood. While several have bought, others have preferred to remain Leawood residents and as such are looking specifically for the care free villa style lifestyle in Leawood. This would provide them with an ideal location for their housing needs. We encourage the City of Leawood to vote in favor of permitting this type of housing in their City on this last remaining piece of development land.

Sincerely,

Shellee Baker, HOA Administrator

**From:** Karl Lavender <karl@packleaderusa.com>  
**Sent:** Tuesday, August 27, 2019 5:33 PM  
**To:** Richards@leawood.org  
**Cc:** Mark Simpson <mark@marksimpson.us>  
**Subject:** Hills of Leawood Villas

Richard

I was planning to be there tonight in favor of Mark Simpson's development in Leawood. I live directly to the south of Mark's development. I believe overall Mark and his team have comprehensively done a good job for Leawood and the folks who will live there and who do now. None of us like change but when it does happen I have learned we should be very careful what we say no to as the alternative could be much worse than we like.

See the email I sent Mark today as I was called out of town and had planned to be there to show support for the villa development.

Thanks Karl

3400 W. 151<sup>st</sup> Street  
Leawood, KS 66224

**From:** Max Bruce <maxbruce47@gmail.com>  
**Sent:** Thursday, August 15, 2019 11:40 PM  
**To:** Richard Sanchez  
**Cc:** April N Mezger; mark@marksimpson.us  
**Subject:** The Hills of Leawood

Dear Mr. Sanchez,

I understand you are with the Leawood Planning Department and would like to give positive word of this new development coming before the Department. I am a board member of The Pavilions of Leawood home owners association. Our association has known about the development of the area to the east of us. Many notices have been sent to our residents and as of yet we as a board have not heard of any concerns about the area to be developed. I believe the quality of residences to be built will be an asset to our community and I support any effort to allow this to continue to fruition. If you have questions for me, I would be glad to answer them. Please feel free to call me at 913-909-0046.

Respectfully,

Max Bruce

Vice President

The Pavilions of Leawood

**WARNING: This email originated from an EXTERNAL SOURCE. DO NOT CLICK LINKS or ATTACHMENTS unless you recognize the sender and know the content is safe.**

**From:** Michael Lynch <royal6@aol.com>  
**Sent:** Friday, August 16, 2019 12:30 PM  
**To:** Richard Sanchez  
**Subject:** Hills of Leawood

Mr Sanchez—I am the President of The Reserve at Iron Horse HOA.

We are in complete concurrence with the proposed plan for the Hills of Leawood. Numerous flyers have been sent to homeowners in the Reserve and we have discussed this issue at our most recent board meeting.

The Reserve at Iron Horse is eager to see this development completed as soon as possible.

Warmest Regards  
Michael K. Lynch

Sent from my iPad

WARNING: This email originated from an EXTERNAL SOURCE. DO NOT CLICK LINKS or ATTACHMENTS unless you recognize the sender and know the content is safe.

**From:** David Swarts <swardav@yahoo.com>  
**Sent:** Friday, August 16, 2019 1:41 PM  
**To:** Richard Sanchez  
**Subject:** Hills of Leawood Villas

Mr. Richard Sanchez  
Leawood Planning Department  
4800 Town Center Drive  
Leawood, Ks. 66221

Re: Hills of Leawood Villas

Dear City of Leawood;

I am the owner of two lots adjacent to the planned Hills of Leawood Villas. I was notified by the Developer of this planned 25-home luxury development. I have reviewed their plan for RP-2 villas, and am in full support of this type of upscale housing being built in this area. This type of maintenance provided housing has been proven to be successful nearby at Mission Reserve and at Villas of Iron Horse. These particular Developers have a long track record of developing quality communities in Johnson County. I urge the City of Leawood to approve this development; it is what our community wants, and has enjoyed. It will improve home values in our community, and will once again show the City of Leawood as a Leader.

Sincerely,

David Swarts

WARNING: This email originated from an EXTERNAL SOURCE. DO NOT CLICK LINKS or ATTACHMENTS unless you recognize the sender and know the content is safe.

Applicant Presentation -  
Presented at the August 27, 2019 Planning Commission Meeting

Submitted for the record  
8/27/19  
GLM

HILLS OF LEAWOOD VILLAS- PLANNING COMMISSION  
Case No. 74-19 August 27, 2019  
Vicinity of 151<sup>st</sup> and Mission Road



# Presentation

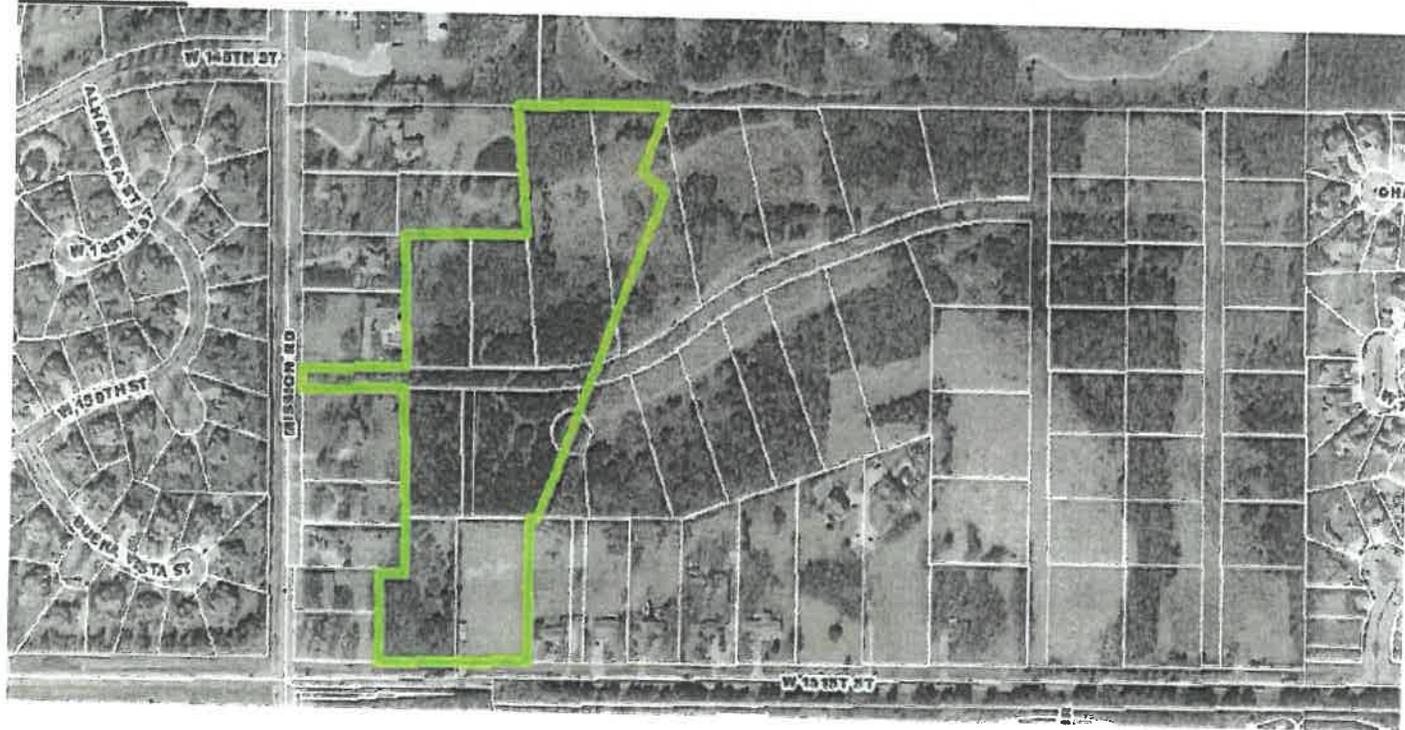
- Owner: Dr. Eashwer Reddy (owned since the 1990s)
- Development Team
  - Mark Simpson and Saul Ellis, Developers
  - Tim Tucker, Civil Engineering/Stormwater
  - Jason Meier, Landscape Plan
- Review of preliminary plat and plan
- Review of stipulations
- Request your approval
- Answer any questions from you or the public

# Credible & Quality Developers

- **HALLBROOK FARMS**
- **WHITEHORSE**
- **THE ESTATE OF IRON HORSE**
- **THE RESERVE AT IRON HORSE**
- **THE VILLAS OF CHAPEL GREEN**
- **LIONSGATE**
- **THE LINKS AT LIONSGATE**
- **COFFEE CREEK CROSSING**
- **HUNTINGTON FARMS**
- **WATERSEDGE**
- **HILLS OF LEAWOOD (ESTATE AND MANOR)**

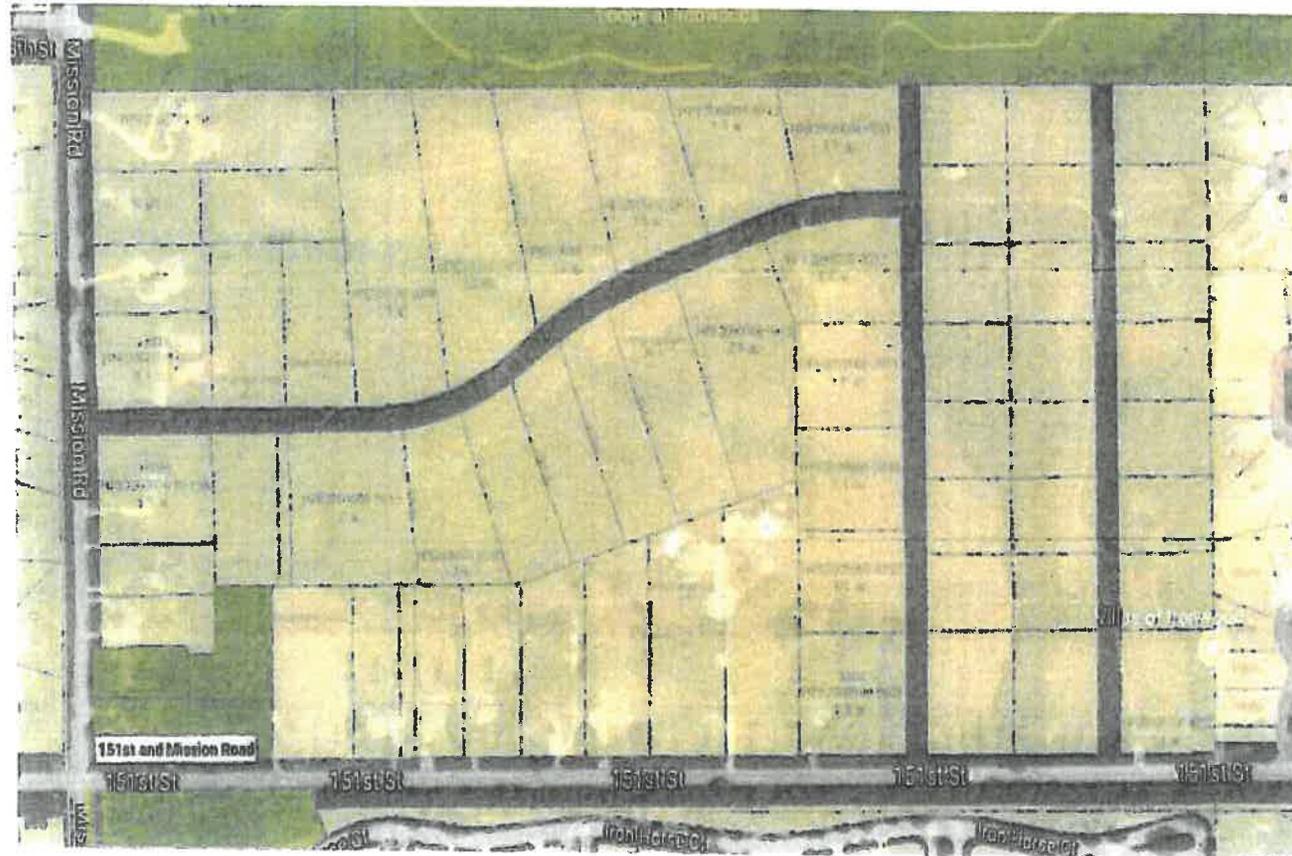
## Rezoning Location – From Staff Report

LOCATION:



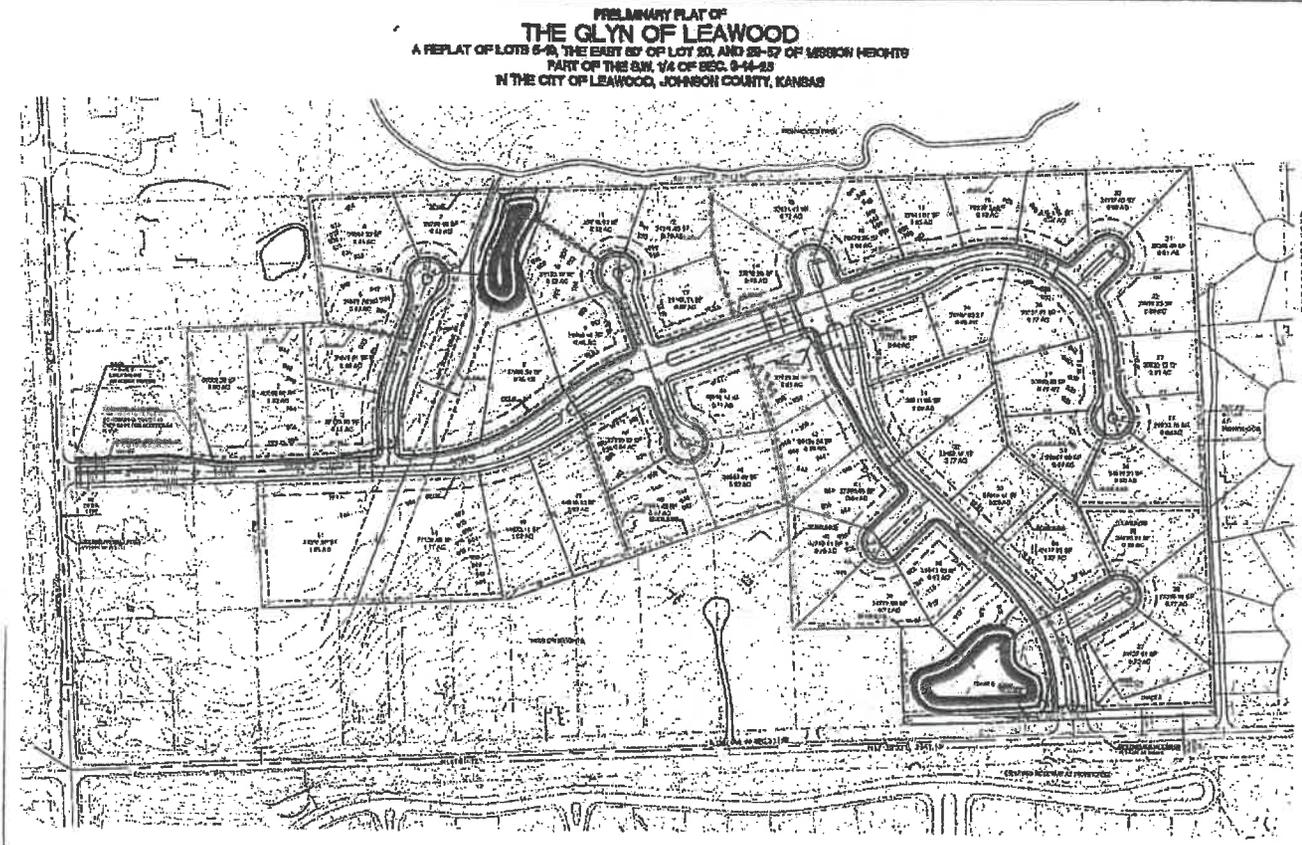


1970s PLAN – 45 Lots - Never Marketable  
(Note no high-voltage transmission line easement existed)

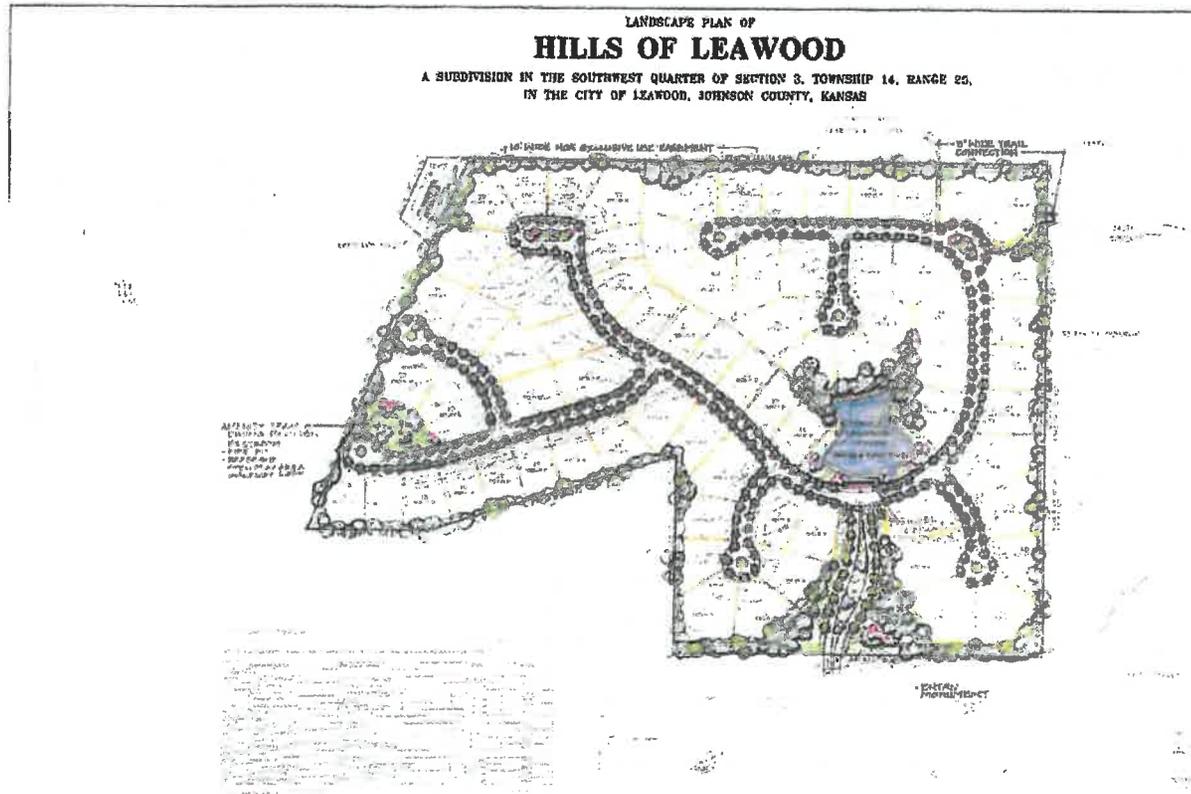




**2016 PLAN – Never Marketable (51 Lots)  
(8 Lots West of Power Line Easement)**

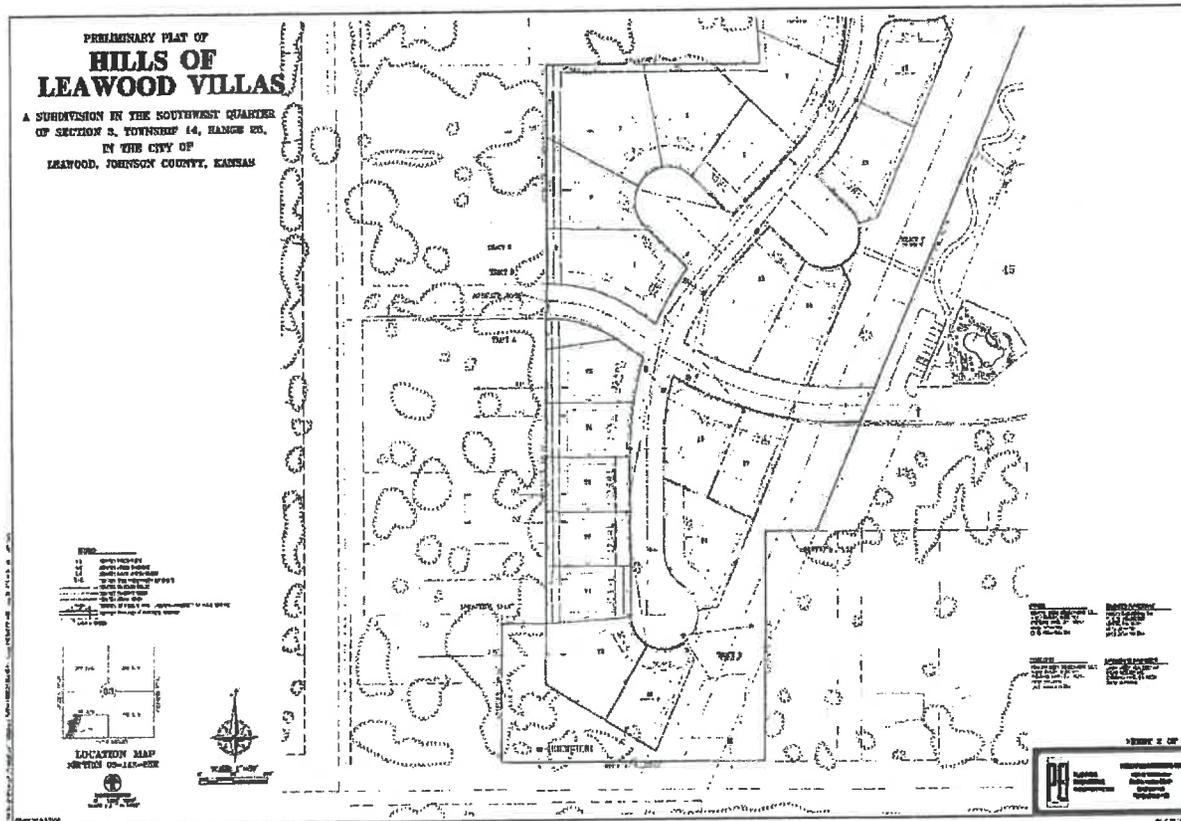


# Hills of Leawood – Site Plan





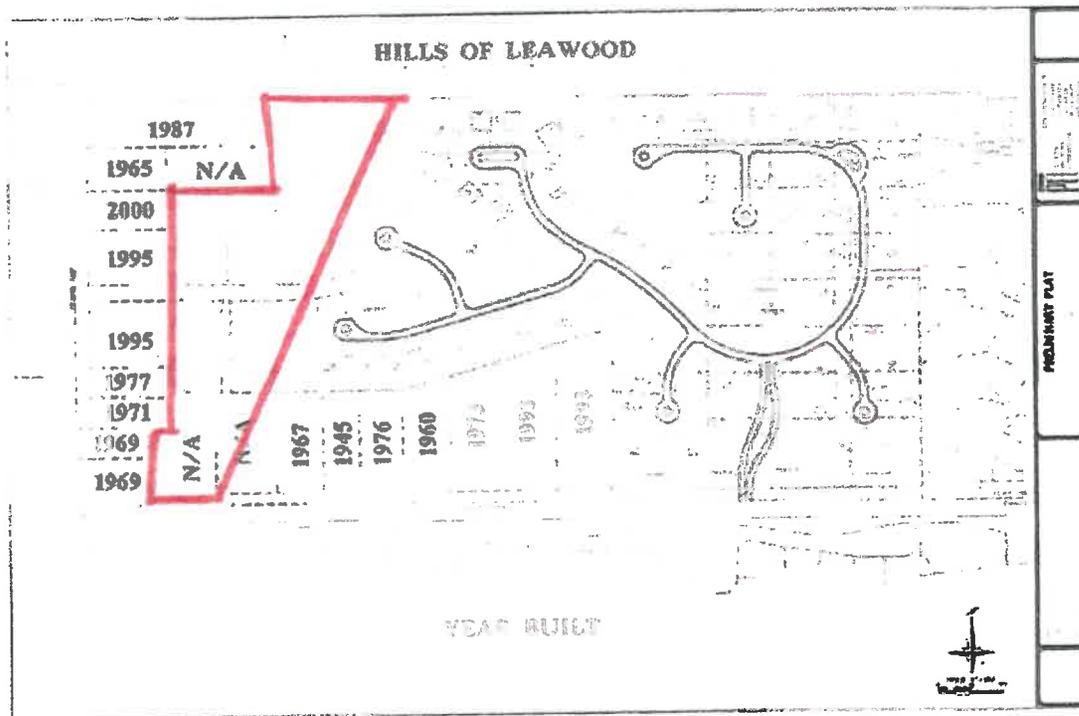
# Hills of Leawood Villas – Preliminary Plat



## Development Challenges

1. East boundary - 161,000 volt angled transmission line
  - Size and voltage can be increased in the future
  - Impact on development style and value
  - 7 out of 25 lots abut power line easement (28%)
2. West boundary - legacy homes developed since 1965
  - Large lots with septic systems
3. Narrow and irregular shape
  - Significant infrastructure costs
  - Single-loaded streets
  - 237 feet (south) and 246 feet (north) at narrowest
4. Vacant and undeveloped for the entire history of Leawood

# Western Neighbors



## Staff Report Concerns

Primary concerns:

1. Density is too great
2. RP-2 is not compatible next to R-1
3. Plan requires deviations

## Is this application “too dense?”

- Compare R-1, RP-1 and RP-2
  - R-1 allows densities up to 2.9 units per acre
  - RP-1 allows densities up to 3.63 units per acre
  - RP-2 allows densities up to 7.26
- Proposed development has a density of 1.85 units per acre
  - 63% of the density allowed in R-1
  - 51% of the density allowed in RP-1
  - 25% of the density allowed in RP-2
- Proposed development is not “too dense”
  - It is consistent with or better than R-1 or RP-1 density standards

## Character of the Neighborhood - Comparable Densities

- Pavilions (West) ~2.67/acre
- Mission Reserve (Southwest) ~2.5/acre
- Reserve at Ironhorse (South) ~1.26/acre
- Villas of Ironwoods (East) ~2.4/acre
- Hills of Leawood (East) ~1.7/acre
- **Hills of Leawood Villas** ~**1.85/acre**

## Is this application “compatible” with R-1 neighbors?

- Comprehensive Plan shows RP-2 abutting R-1 and RP-1, just not at this site
- Similarly situated RP-2 villa neighborhoods have proven successful and compatible with R-1 and RP-1 neighborhoods
- Comparisons in staff report ignore the binding restrictions of the Preliminary Development Plan
- Buffering and distances exceed typical standards for abutting residential neighborhoods

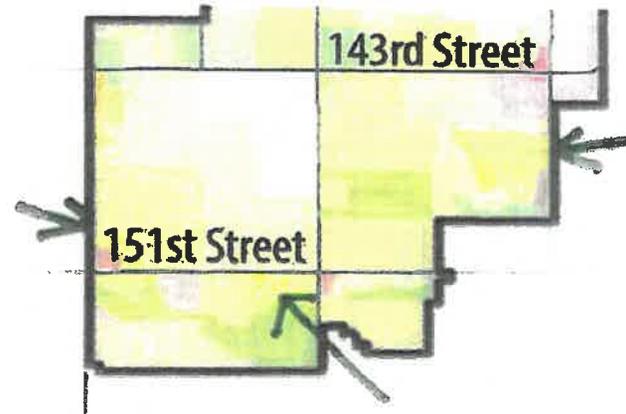
## 2018 Comprehensive Plan

Table 1.1 Land Use Designation and Corresponding Zoning Districts

Low Density Residential	
AG	Agricultural
RP-A5	Planned Rural Density Single Family Residential
R-1	Planned Single Family Low-Density Residential
RP-1	Planned Single Family Residential

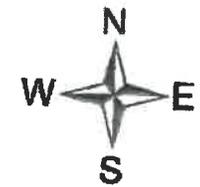
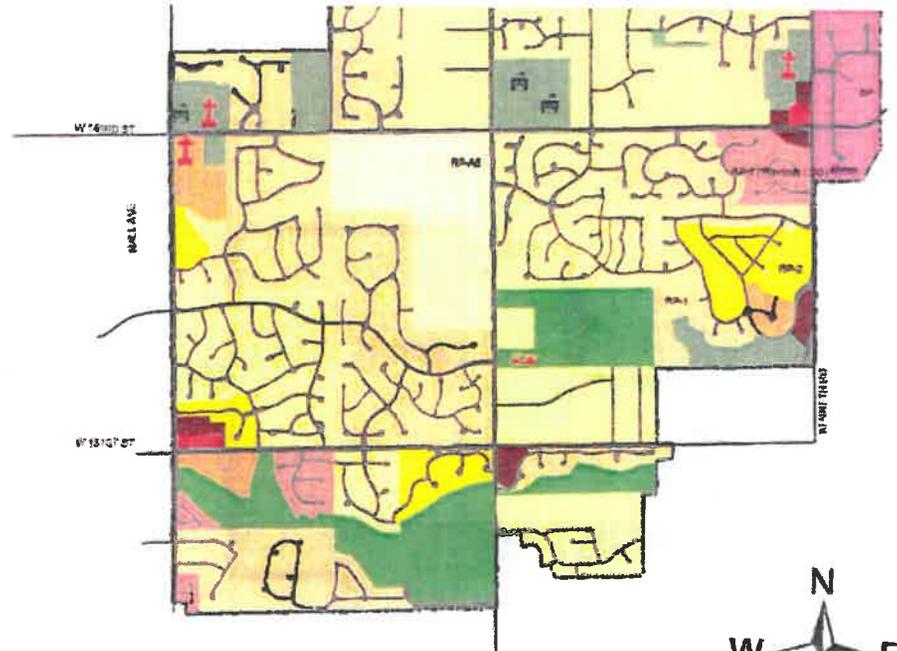
Medium Density Residential	
RP-2	Planned Cluster Detached Residential
RP-3	Planned Cluster Attached Residential



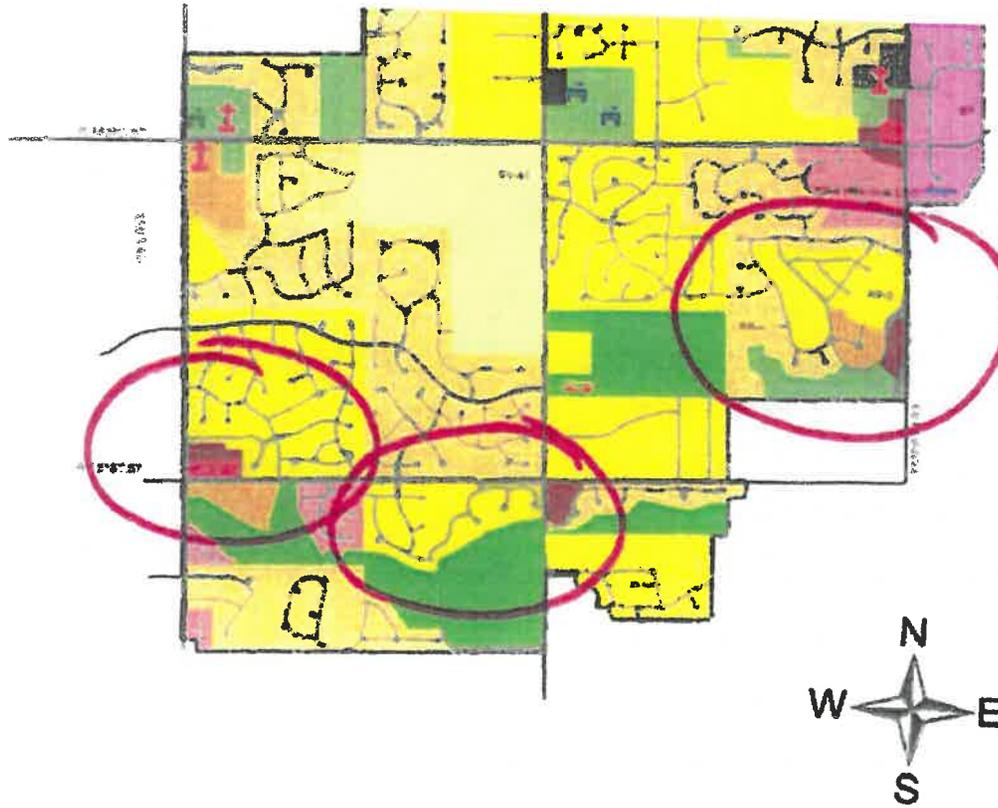
# City Zoning Map

## City of Leawood Zoning Map 2016

- AG (Agriculture)
- REC (Planned Recreation)
- RP-AS (Planned Rural Density Single Family)
- R-1 (Planned Single Family Low Density Residential)
- RP-1 (Planned Single Family Residential)
- RP-2 (Planned Cluster Detached Residential)
- RP-3 (Planned Cluster Attached Residential)
- RP-4 (Planned Apartment Residential)
- RP-4 (Previous LDC)
- SD-GR (Planned General Retail)
- SD-NGR (Planned Neighborhood Retail)
- SD-NCR2 (Planned Neighborhood Retail 2)
- SD-O (Planned Office)
- EP (Planned Business Park)
- MXD (Mixed Use)



## Existing and Abutting "Low Density" to RP-2



## Villas of White Horse – 150<sup>th</sup> and Nall



## Mission Reserve – 151<sup>st</sup> and Mission Road



## Villas of Leawood – 145<sup>th</sup> and Kenneth

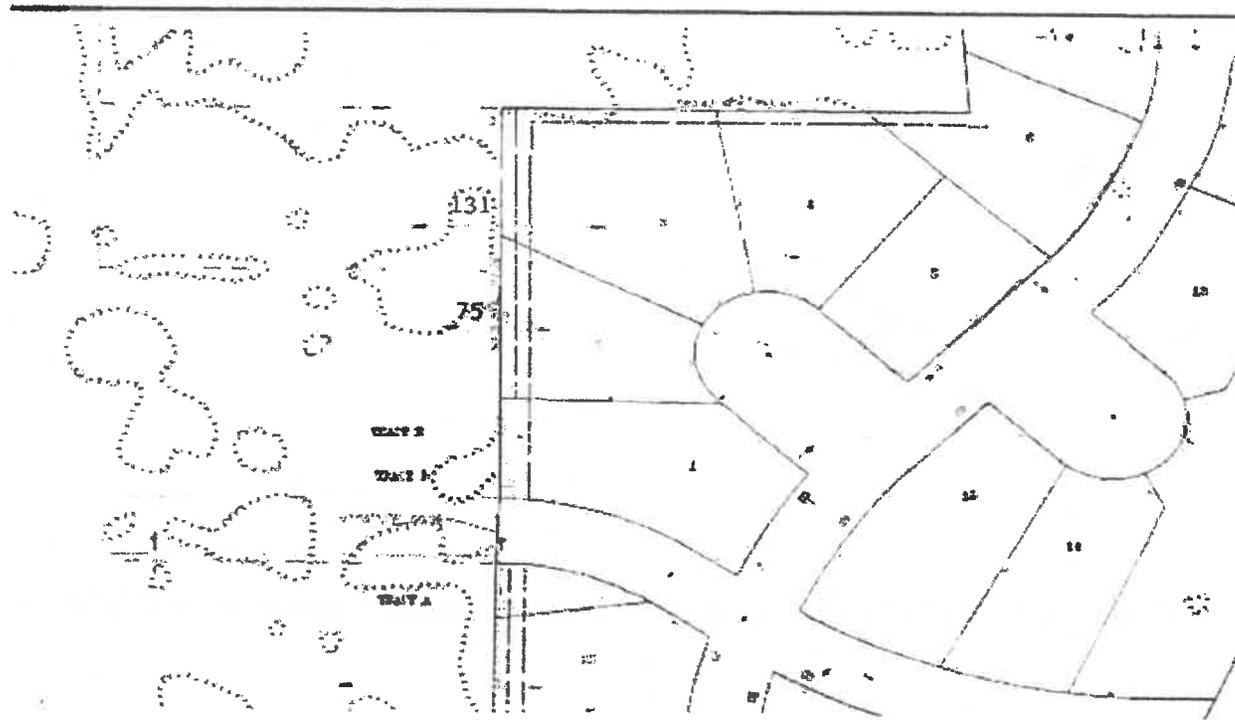


## Other Compatibility Concerns

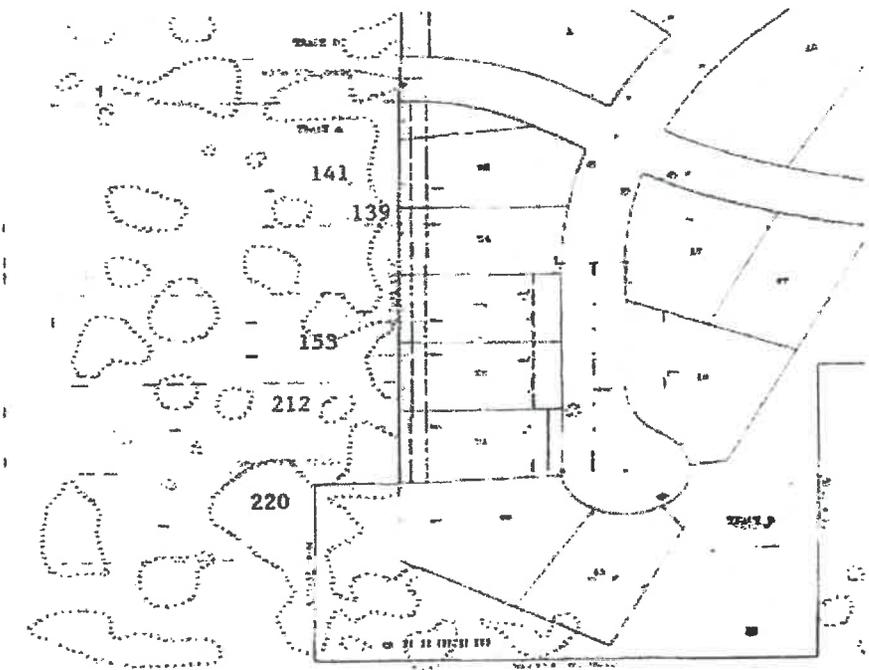
- LDO Lot Size minimum standards
  - R-1 minimum is 15,000 square feet
  - RP-1 minimum is 12,000 square feet
  - RP-2 minimum is 6,000 square feet
- Proposed development has an average square foot lot of 13,642
  - 91% of the R-1 minimum
  - 114% larger than the RP-1 minimum
  - 225% larger than the RP-2 minimum
- Proposed development's smallest lot is 9,500 square feet
  - 58% larger than the RP-2 minimum
- FYI: Height restrictions are the same in all three districts – 35 feet
  - All units to be built will be a main ground-level floor with a lower level; not “2-story” homes as allowed in R-1 or RP-1
- Distances between houses



Western Property Lines (distance house-to-house; north of 150<sup>th</sup> Street)



**Western Property Lines (distance house-to-house; south of 150<sup>th</sup> Street)**



## Comparative Distances in Leawood

- Per the LDO
  - R-1            60 feet house to house (30-foot setbacks for each)
  - RP-1          60 feet house to house (30-foot setbacks for each)
  - RP-2          40 feet house to house (20-foot setbacks for each)
- Other Successful Subdivisions
  - Pavilions of Leawood (across Mission Road)            70-85 feet between houses
  - Steeplechase (143<sup>rd</sup> and Mission Road)            55-65 feet between houses
  - Hallbrook (119<sup>th</sup> and State Line Road)            75-90 feet between houses
- Hills of Leawood Villas
  - 131-220 feet between houses
  - One outlier with 75 feet between houses

## Preliminary Development Plan Restrictions Continue

- Staff concerns about rezoning to RP-2
  - “Skipping” a zoning category
  - If R-1 and RP-1 are not feasible, then rezoning to RP-2 is wholly appropriate
- RP-2 minimums will then “run with the land” regardless of this preliminary development plan
  - LDO explicitly addresses the binding effect of a preliminary development plan
  - Approval of a PDP “shall be considered an act of rezoning” (LDO 16-3-4)
    - Requires pre-application meeting with staff
    - Requires INTERACT meeting
    - Requires mail notice, sign posting, and public hearing
    - Subject to protest petition process
    - Subject to same approval criteria by both Planning Commission and Governing Body
      - “In considering any application for . . . preliminary development plan, . . . , the Planning Commission and the Governing Body shall give consideration in its recommendation to the following criteria that may be deemed applicable.” (LDO 16-5-1.4)

## What about the deviations?

- A total of 5 lots on which deviations are sought
- A total of 6 deviations out of hundreds of requirements (front setbacks, rear setbacks, side yard setbacks, lot frontage, etc.)
- A total of 0.05 acres affected (about 2,000 square feet or roughly the size of these chambers)
- All internal to the project, affecting only homes in the development
- All expressly allowable under the LDO (as staff has noted)





## Deviation Plan – Lots 6, 12, 13, 16 and 17

Lot 6:

Reduce front setback from 30 to 22.5 feet

Reduction permitted per LDO Section 16-3-9(A)(5)(a)

Lots 12, 13, and 16:

Reduce corner lot street side setback from 20 to 15 feet

Reduction permitted per LDO Section 16-3-9(A)(5)(c)

Lots 16 and 17:

Reduce side yard setback from 10 to 8.5 feet

Reduction permitted per LDO Section 16-3-9(A)(5)(a)

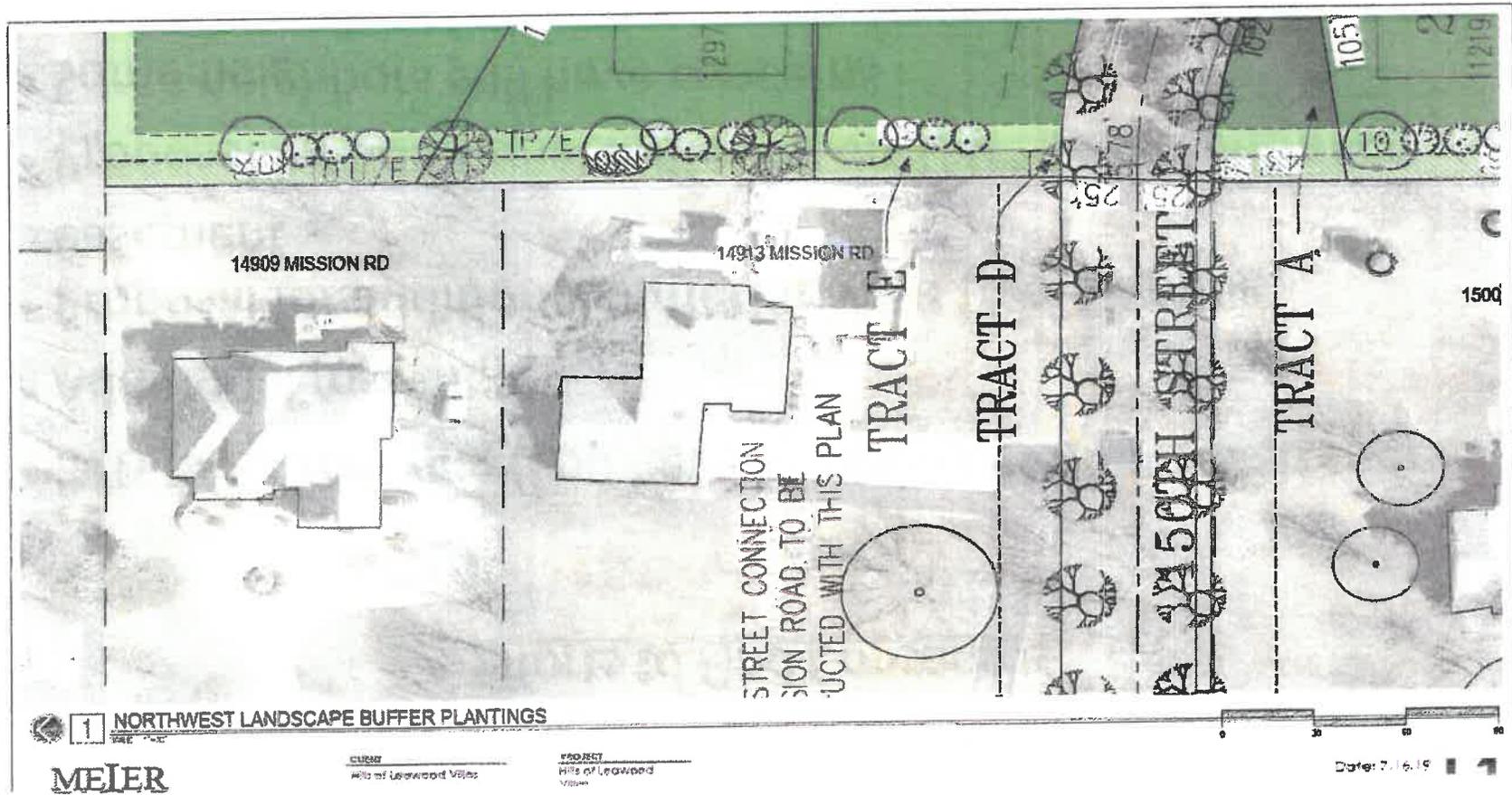
All deviations within the Code provision of meeting 75% of minimum standard and providing compensating Open Space

Staff report at p. 6 (.72 acres of compensating open space v. .05 needed)

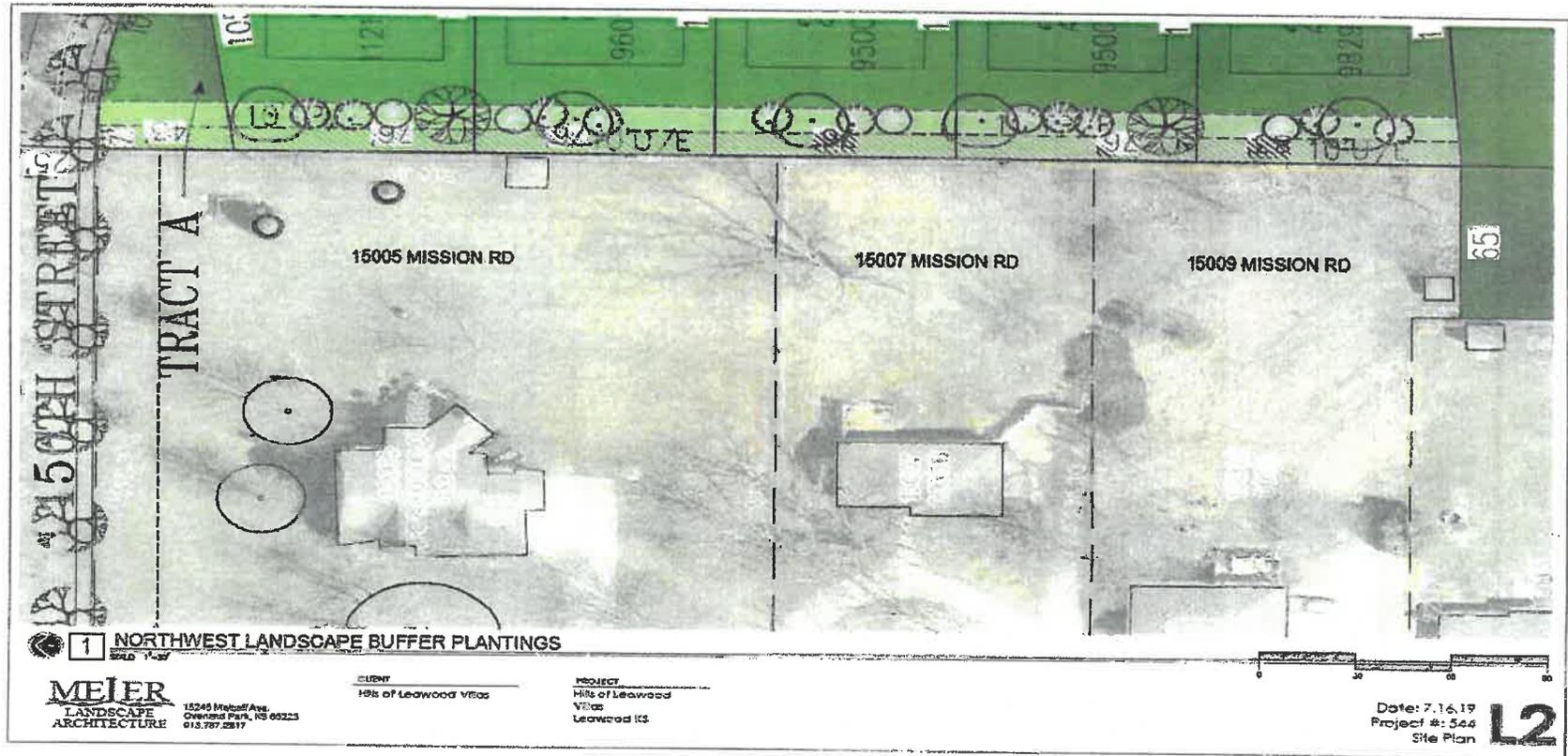
## Efforts to Find Consensus

- INTERACT meeting (you have the minutes and the attendees)
- Additional meetings
- Proposal for additional buffering via a tree-planting easement
- Proposal for additional buffering on 150<sup>th</sup> Street entrance
- Some neighbors still have concerns

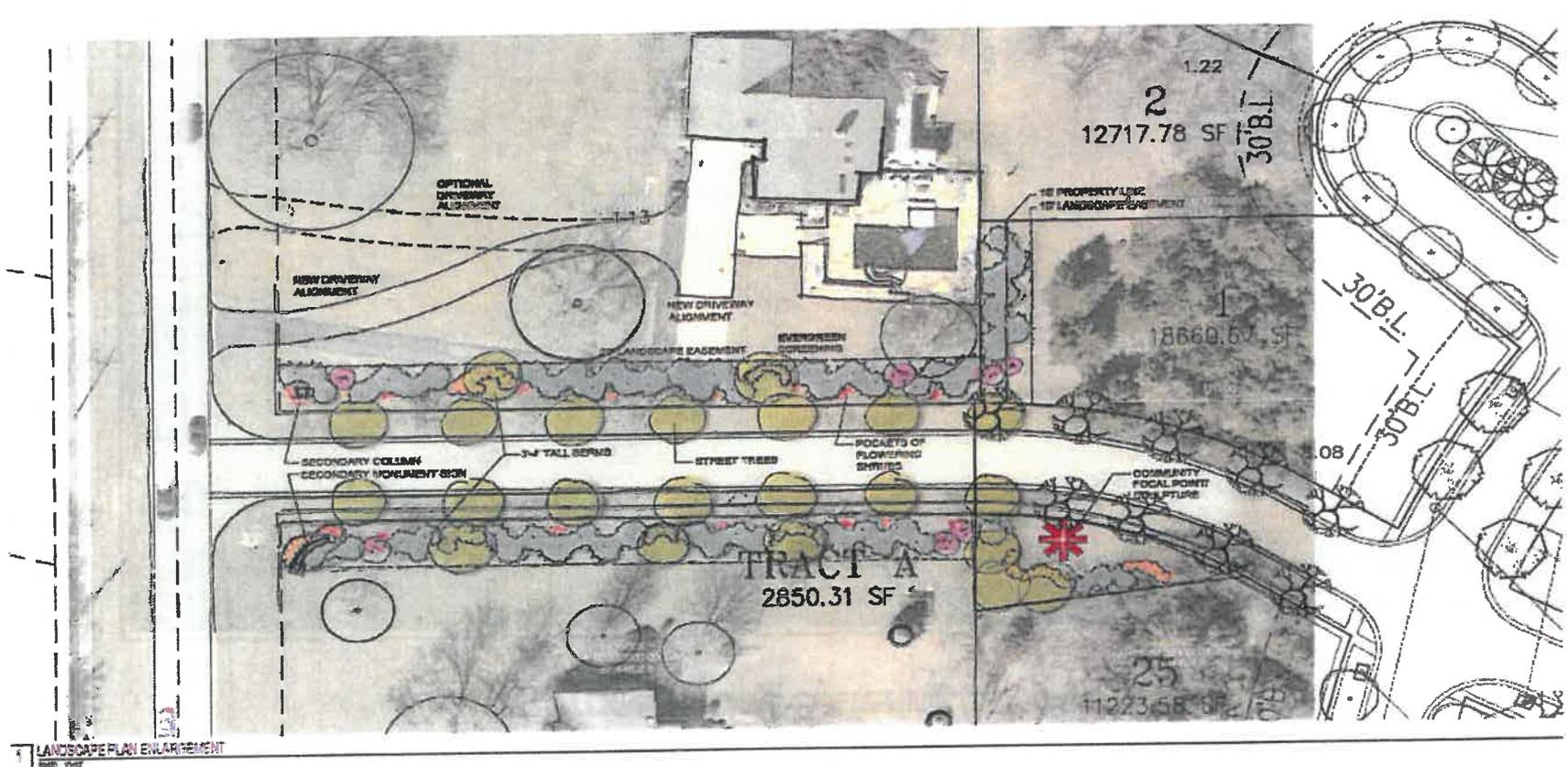
# Western Property Line Buffering (north of 150<sup>th</sup> Street)



# Western Property Line Buffering (south of 150<sup>th</sup> Street)



# Mission Road Entrance at 150<sup>th</sup> Street Buffering/Landscape Plan



LANDSCAPE PLAN ENLARGEMENT

**MEIER**  
 LANDSCAPE ARCHITECTURE  
 19248 Mission Ave  
 Overland Park, KS 66223  
 913.297.2817

CLIENT  
 Hills of Leawood Villas

PROJECT  
 Hills of Leawood Villas  
 Leawood KS

## Support of Surrounding Neighborhoods

- The Pavilions of Leawood
  - 350+ homes
  - Immediately west across Mission Road
- The Reserve at Ironhorse
  - 31 homes
  - Immediately south across 151<sup>st</sup> Street
- David Swartz (owner of two adjacent lots)
- The Villas of Ironwoods
  - 48 homes
  - East of the Hills of Leawood

## Matters to Consider (the Golden Criteria)

LDO 16-5-1.4

- The character of the neighborhood
- The zoning and uses of properties nearby
- The suitability of the subject property for the uses to which it has been restricted
- The extent to which removal of the restrictions will detrimentally affect nearby property
- The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application
- If vacant property, the amount of time the subject property has remained vacant as zoned
- The recommendations of permanent staff
- Conformance of the requested change to the Comprehensive Plan

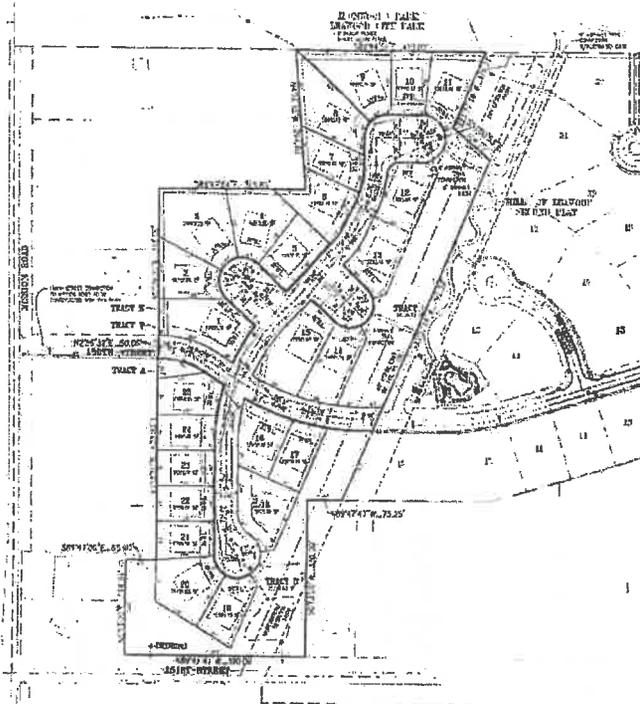
## Stipulations

- All Stipulations are acceptable as written except the following:
  - Stipulation 2 is unacceptable because without the deviations requested and permitted by the LDO, several lots would be lost. The deviations are minor, interior to the development and offset by additional open space.
  - Stipulation 17 is acceptable provided it is understood that the City's right-of-way for 150<sup>th</sup> Street is 50 feet and sidewalks would need to be constructed within that right-of-way.
  - Stipulation 27 is acceptable with notice to all that at final plan the existing 10x10 area for the entry sign to the development will be increase to 13x13 in order to meet the 5-foot setback requirement.

## Conclusion

- Vacant property that has remained vacant as zoned for decades
- It has proven it is not suitable for R-1 zoning, standing vacant and undeveloped
- The proposed preliminary development plan exceeds in many ways existing R-1 or even RP-1 zoning in density, lot size, housing separation, buffering opportunities and building height
- This tract is difficult to develop and requires consideration of the hardship on the owner, Dr. Reddy
- RP-2 has existed “compatibly” with R-1 and RP-1 within short distances of this site for a number of years
- Request approval of Case No. 74-19, rezoning and preliminary development plan

Thank you.



**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.**

CASE 90-19 – EDGEWOOD SUBDIVISION – PRIVATE ART – Request for approval of a Final Plan – located north of Town Center Drive and west of Roe Avenue.

Chairman Elkins: Does anyone wish to pull any of these cases for consideration? Seeing none, is there a motion?

**A motion to approve the Consent Agenda was made by Hoyt; seconded by Belzer. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.**

**NEW BUSINESS:**

→ CASE 74-19 – THE HILLS OF LEAWOOD VILLAS – Request for approval of a Rezoning from R-1 (Planned Single Family Low Density Residential) to RP-2 (Planned Cluster Residential Detached), Preliminary Plan and Preliminary Plat – Located north of 151st Street and east of Mission Road. **PUBLIC HEARING**

**Staff Presentation:**

City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 74-19 – The Hills of Leawood Villas – Request for approval of a Rezoning from R-1 to RP-2, Preliminary Plan, and Preliminary Plat. The property is located north of 151<sup>st</sup> Street and east of Mission Road. The application before you tonight proposes 25 single-family residential lots and five tracts on 13.5 acres for an average lot size of 13,642 square feet per lot. Fourteen of the lots would be located north of the proposed 150<sup>th</sup> Street with the remaining eleven single-family units located south of the proposed 150<sup>th</sup> Street. Along with this development, the applicant is proposing to construct the remainder of 151<sup>st</sup> Street from the terminus at its west side of the approved Hills of Leawood development over to Mission Road. The applicant is also proposing a 10' tree preservation easement along the northern common property line of the development to help continue the buffer between the development and the park to the north. Staff is recommending denial of the application due to a number of outstanding concerns with the project design. The City of Leawood Comprehensive Plan has shown this area to be Low Density Residential since at least the 1980s when the initial plan for this property was approved. The development being proposed tonight proposes a change in zoning from R-1 to RP-2, skipping over the RP-1 zoning district. R-1 and RP-1 are low Density; RP-2 jumps to Medium Density Residential. The developments surrounding the perimeter of the proposed development are also Low Density Residential with average lot sizes larger than what is being proposed. Since the zoning runs with the land, any future developments would be able to use the minimum requirements of the zoning if they were to redevelop the area, including a minimum of 6,000 square feet for the average size of the lot. The developments surrounding the proposed development have lots larger than what is being proposed. Mission Heights has an average lot size close to 45, 500 square feet, and The Hills of Leawood subdivision has an average lot size of close to 19,500 square feet. This subdivision had to get approval from the Board of Zoning Appeals, where they were approved for an average lot size of 19,000 square feet. This development is below both of those developments with an average of 13,500 square feet

per lot. The applicant is requesting deviations from the Leawood Development Ordinance (LDO) regarding setbacks from the already reduced setbacks within an RP-2 area compared to Low Density Residential. Staff would like to clarify something in your packet. Within the Fire Department memo, it states that the Fire Department has an objection to the plan. It should be revised to say that the Fire Department has no objection. The Final Plat and Final Plan meet the regulations of the LDO if it is granted recommendation to rezone to RP-2 zoning district. If the project is not granted the rezoning, the current plan would not be in conformance with the Leawood Development Ordinance with any Low Density Residential use. Staff recommends denial of Case 74-19 with the stipulations listed in the Staff Report. We're happy to answer any questions.

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

Comm. Hoyt: In the packet, we have a statement from a group identified as the Mission Road Residents. Who are the actual signatories to that? I noticed there were names attached to the other materials submitted, but I couldn't tell how many and who were part of this. Maybe someone will be present to night to make a comment.

Mr. Klein: I think there are a number here to speak to this application. I think it is a number of residents from Mission Heights, but it also could include some other residents as well, including Reserve at Ironhorse.

Comm. Hoyt: I'm curious who sent this to you.

Mr. Sanchez: Many of the letters are sent through email. The actual person who sent it may not have an email that corresponds with the name. Often times, they will have a signature.

Comm. Hoyt: The one I'm looking at says, "Mission Road Residents Objections."

Mr. Klein: Many of those residents are the ones in Mission Heights, the larger lots around the periphery.

Comm. Hoyt: I figured that; I was just curious if there was a name attached. If there isn't, we can go on. I also wonder if you would want to react to a statement that was made during the Interact Meeting in Point No. 4. Resident Robert McClain asked where the amenity package would be and why the property could not be developed as R-1. The developer responded, "Due to unusual shape of land and restrictions, the R-1 land plan was not feasible." I would like to hear your reaction to that argument.

Mr. Klein: This developer also developed The Hills of Leawood to the east and a subdivision in Overland Park to the east of The Hills of Leawood, which is smaller lots. The Hills of Leawood took up that smaller portion that was pretty much up to the easement for the power lines, leaving a small area of land sandwiched between the Mission Heights subdivision along Mission Road and also 151<sup>st</sup> Street. The developer is making the argument that with R-1, it would not have enough lots to make a profit. The

applicant could probably speak to that more. R-1 and RP-1 have a requirement to meet the minimum lot size of 15,000 square feet per lot in R-1 and 12,000 square feet in RP-1 and also a requirement to meet the average lot size of all the lots within 300 feet up to a maximum of an acre. The Hills of Leawood also had R-1 zoning. They went to the Board of Zoning Appeals and received a variance; however, they wanted to make sure the lots were larger than the 15,000 square feet. They raised it to an average of 19,000 square feet for the lots in The Hills of Leawood. They do have some lots that are 15,000 square feet. They did not have to meet the lot average of the surrounding lots. That development is also adjacent to the subdivision located in Overland Park that has smaller lots.

Comm. Hoyt: I understand this proposal would have 25 dwellings. What is your assessment of how many dwellings would be part of this if it were not rezoned?

Mr. Klein: I think it definitely would end up with fewer lots with larger lot sizes and larger setbacks. I couldn't tell you the exact number.

Chairman Elkins: Thank you. Additional questions for staff?

Comm. Block: I thought one of the renderings we saw with the earlier plans for the development on the east side of this area did show houses with larger lots west of the power lines. I understand that wasn't part of the application, but I thought they were at least overlaid on the maps we saw.

Mr. Klein: I don't recall any within this area. I think they did show them developed in the Mission Heights subdivision along Mission Road.

Comm. Block: What is the map in color with the circles? What do the circles represent around this development?

Mr. Klein: Often times, we'll get plans with the 200' boundary and the 500' boundary. The 200' boundary is the area of required notification under state statute. The 500' boundary is from the City of Leawood to indicate who receives an invitation to an interact meeting.

Comm. Block: You think the 200' boundary is one of these smaller circles, and it goes to Mission maybe, and then the 500' boundary would go to the larger one that goes into The Pavilions.

Mr. Klein: Yes, and they may have included another one that was 1,000 feet. They have them labeled. The inner one is 200, and the next one out is 500 feet. That is who they send the interact notification to.

Comm. Block: The people who would have gotten this notice are in that first circle, and the second circle is the ones who were invited to the interact?

Mr. Klein: Correct.

Comm. Block: What is the third circle?

Mr. Sanchez: Staff usually likes to ask the applicant to send out mailings to HOA representatives up to 1,000 feet. That way, the entire HOAs surrounding the development will know about it, and they can reach out to their neighbors.

Mr. Klein: Staff also sends out to the HOAs as well.

Comm. Block: There is a letter here from The Pavilions. It just seems that the board member spoke on behalf of all the residents of The Pavilions and not having an objection to the project, and maybe only board members and no residents got a letter. Is that possible?

Mr. Klein: I think the letter I saw was from the HOA president. It could be that they had an HOA meeting and got input that way.

Comm. Block: If they're here, I'd like to understand how they spoke to their neighborhood. Thank you.

Chairman Elkins: Thank you. Additional questions for staff? I'd invited the applicant to come forward.

**Applicant Presentation:**

Greg Musil, Rouse Frets Law Firm, 5250 W. 116<sup>th</sup> Place, Suite 400, Leawood, appeared before the Planning Commission and made the following comments:

Mr. Musil: Thank you for allowing us to present tonight. If you read the Staff Report, you might think we're putting high rise garden apartments next to some of these single-family homes, and I hope to disabuse you of that notion and demonstrate that these are high quality, single-family homes on relatively large lots that will be a benefit and an asset to the City of Leawood.

*(Begins slide show)* Those of you who were here when The Hills of Leawood was finally rezoned in 2018 would recall the view here. Dr. Ishwa Reddy has owned this property since the 1990s. Staff said it has been Low Density Residential since the 1980s and thinks we should keep it that way. The point I want to make tonight is that it's been Low Density since the 1980s. Dr. Reddy has owned it since the 1990s. It has been vacant for the history of the City of Leawood. That's part of the reason we're here tonight: to find something that fits and not just with respect to the RP-2 zoning district but with respect to the plan that is in front of you. I'll speak to that later, but it's not just RP-2 zoning; it's a development plan that you have a chance to approve. If the Governing Body approves it, we're bound by it. We can't just go in and reduce everything to the RP-2 minimums without coming back to you and City Council. Mark Simpson and Saul Ellis are the developers of this. They are developing The Hills of Leawood to the east. That subdivision is going well with Phase 1. Tim Tucker is here with civil engineering if you have stormwater or site plan questions beyond the capability of a lawyer. Jason Meyer

did our landscape plans. We want to review the Preliminary Plat and Plan, the stipulations, request your approval, and then answer any questions you have. You know about Mr. Simpson and Mr. Ellis. They have developed a number of successful subdivisions, including The Hills of Leawood to the east. It's important to look at the site and ask how it looks different from other sites that are developed. It is an interior site. It is bounded on the east by a 100' KCP&L high power transmission line. On the west, we have a little bit of jaggedness that makes it a bit more difficult, and 150<sup>th</sup> Street comes off Mission. The City of Leawood acquired that right-of-way decades ago. It's been there a long time as part of the Mission Heights Plat back in the '70s or '80s. To give you context of The Hills of Leawood, it only had development on the east side of the power lines. This site is different. It's narrower and jagged. The Hills of Leawood site is about 50+ acres on the east side, which gives a chance to design something that is a little easier to do and stay within the R-1 zoning category.

The 1970s plan shows what people thought might develop. There is no high-voltage transmission line shown on this plan. Obviously, that never developed as initially anticipated. The actual development occurred along the section line roads: Mission Road and 151<sup>st</sup>. We talked about it during The Hills of Leawood. Those don't require any infrastructure. That is why we have these legacy lots that are larger and that you'll hear from later. These folks are concerned about what is going to develop next to them, as they should be and as we want our neighbors to be. This is what happens when the interior of the piece is left to carry all the burden of development, including all of the interior roads, all of the sewer, and all of the electrical. That plays into this particular plan. In 2016, a gentleman said he could develop the entire area in R-1, and he had 51 total lots over the entire area, eight of which were located west of the power line. That plan could never be financed and was never undertaken. The western boundary of The Hills of Leawood honored the right-of-way of the power line. I want to talk about the Preliminary Plat and the development challenges. On the east boundary is 161,000-volt power line. This is not a distribution line like you see in your house; this is a high-power transmission line going cross-country. KCP&L bought these and took the rights to put up a transmission line in there. It wasn't limited to 161 kilovolts or H poles. It can be increased for whatever the needs of the power company are. That's important when looking at what lots could go next to these lines. Seven of the 25 lots will abut the power line with this plan of a total of 25. On the west boundary are the legacy homes that were developed since 1965, some as late as in the 2000s. You've seen the narrow and irregular shape. All of the infrastructure of this subdivision has to be born by these houses. All the roads and storm sewers have to be born by these homes. As you recall, there are two pinch points on this: one north of 150<sup>th</sup> Street and one south of 150<sup>th</sup> Street. They are 237 feet wide on the south and 246 feet on the north. We can't put a street in there and put houses on both sides because we don't have lot depth. That's a constraint on this. As I mentioned, it has been vacant and undeveloped for the entire history of the City of Leawood.

On the western side, the first house is from 1965; the most recent is 2000. The Staff Report can be boiled down to three issues. One is the density is too great. The second is that it's not compatible to put RP-2 next to R-1 in this situation, and it requires some deviations. I want to address all of those as quickly as I can. Is this application too dense? R-1 allows 2.9 units per acre; RP-1 allows 3.63; RP-2 allows 7.26. It sounds

pretty dramatic. The plan you have in front of you is 1.85 units per acre. It is only 63% of the minimum of R-1, which is lower than R-1. It is 50% of the density allowed in RP-1. If you think RP-1 ought to go there, you would be allowing more density. It is 25% of the density allowed in RP-2. I submit the proposal is not too dense. It is consistent with or better than R-1 or RP-1 zoning. The Pavilions is across Mission Road to the west, and it is at 2.67 units per acre. Mission Reserve to the southwest across the corner diagonally is also an RP-2 subdivision and is 2.5 per acre. The Reserve at Ironhorse is south across 151<sup>st</sup> and is 1.26 per acre. The Villas of Ironwood to the east, admittedly an Overland Park subdivision, is 2.4 units per acre. The Hills of Leawood just across the power line is 1.7 units per acre. Are we out of line with those at 1.85 units per acre? I submit that 1.85 units per acre is not too dense generally and certainly on an irregular tract like this that is hard to develop and has to bear all the costs of the infrastructure.

Staff also talked about compatibility. We have R-1 neighbors to our west along Mission Road. I'm going to go through the Comprehensive Plan because we have had and have today RP-2 next to R-1, and we have RP-2 next to RP-1. We're not breaking some new ground to put this subdivision in. There are similarly situated RP-2 developments next to RP-1 and R-1. What is frustrating about the Staff Report is it never really addresses why this site is vacant 50 years as it was designated as Low-Density Residential as well as the restrictions that make this difficult to develop. Staff has said over and over again that this is suitable for its current zoning. No one has come in and made any serious attempt or been able to develop a plan that could be financed or sold to develop this for anything, which is why Dr. Reddy is ready to try to get something built. The buffering and the distances offered to our neighbors to the west exceed R-1 and RP-1. The 2018 Comprehensive Plan shows three subdivisions that are RP-2 next to R-1 and RP-1. The zoning map shows them. The subdivisions are The Villas at Whitehorse, Mission Reserve, and The Villas of Leawood. They all abut either R-1 or RP-1. We're not doing something weird. We're not trying to jam in something that hasn't been used elsewhere. There are other compatibility concerns, including lot size. R-1 is 15,000 feet; RP-1 is 12,000 feet; RP-2 drops all the way down to 6,000 square feet. It sounds dramatic to go to RP-2. Staff talks several times about us skipping a zoning category. That would be important if the plan didn't tell you that 13,500 square feet is our average lot size. Our average lot size is 91% of R-1. It's bigger than RP-1's minimum. It's almost twice as big as RP-2's minimum. Our lot size is consistent with single-family homes in R-1 or RP-1 developments. Our smallest lot is 9,500 square feet, which is almost 60% bigger than the minimum of RP-2. I touched on height restrictions because people don't want somebody to look down from a second story into their back yard. The height restrictions are the same in all three zoning districts at 35 feet. What is interesting is that in this development, these will be villas with a main floor and a lower level. RP-1 and R-1 will result, most likely, in two-story homes. This affects privacy, perception, and maybe reality differently than a one-story next door. Is RP-1 and R-1 a better neighbor than an RP-2 with villas?

Another compatibility issue was the distance between houses. North of 150<sup>th</sup> street, the closest home is 75 feet from the build line of the new villa to the back of the house just north of 150<sup>th</sup> Street. The one to the north is 131 feet. South of 150<sup>th</sup> Street are distances of 141 feet, 139, 153, 212, and 220. What does that mean in terms of our impact on these legacy neighbors? Look at your LDO and what you think is an acceptable

distance between houses. In R-1 and RP-1, houses can be 60 feet apart, and both need a 30' rear setback. In RP-2, it could go down to 40 feet. What does the plan require of us? We looked at some other subdivisions. The Pavilions subdivision has 70-85 feet between houses. Steeplechase has 55-65 feet. Hallbrook has 75-90 feet. The Hills of Leawood Villas are 131-220 feet between houses except for the one that is only 75 feet. This would put us a greater distance than Steeplechase, in the middle of The Pavilions, and at the bottom of Hallbrook. Are those distances so incompatible that you can't have a single-family neighbor back to you if you are in an R-1 subdivision?

Staff has expressed concerns in the report that if you zone it RP-2, it will run with the land. As I'm confident you're aware, in the LDO, you treat Preliminary Development Plans as Rezoning. If we get a development plan approved, we can't come back and go to 6,000 square feet per lot. We can't go back to seven units per acre unless we have a meeting, file an application, have an interact meeting, send notice to everybody within 200 feet as well as the HOAs, post a sign, come before the Planning Commission, go to City Council subject to protest petition options, just like a Rezoning. I listed your LDO requirements for the record so we have those. The Governing Body and Planning Commission shall give the same consideration to a Preliminary Development Plan that you do to a Rezoning. I know there is always a boogeyman out there that thinks if we rezone it to RP-2, someone will come in and want seven units per acre. We can't do seven units per acre here because we have a minimum frontage on our lots, and we still have a minimum lot size and a minimum setback. If you look at the development plan and plat we had earlier, you will see that it simply cannot be done. The fear that somehow going to RP-2 is going to open this site up for something dramatically different is simply not founded in fact or law.

When I saw the deviations, I thought we were screwed. Nobody likes to come in and ask for deviations. There are 25 lots, and five of them require deviations. A total of six deviations are requested out of hundreds when you consider rear, front, side and all the setbacks. These deviations affect about 2,000 square feet of land about the size of this chamber. They're all internal to the project. They're not cutting down distances to our neighbors; they're cutting down side yards and distances within this development. Lot 16 has a slight deviation along the street on the side of the house. Whoever buys those two houses will know where their property line is. On the righthand side, Lot 6 has a slightly smaller front setback. Then, Lots 12 and 13 have similar reductions. We're reducing in Lot 6 from 30 to 22.5 feet, and that's permitted by the LDO. On Lots 12, 13, and 16, we're reducing from 20 to 15 feet on the sides, and that's also permitted by the LDO. On Lots 16 and 17, there is a reduced side yard between the two houses from 10 feet to 8.5 feet. All those are permitted by the LDO, and we have to provide additional compensating open space of .05 acres, and we provided about .72. The percentage doesn't sound very impressive, but we meet what the LDO requires. We tried to find some consensus because our neighbors behind us are going to talk to you about their perceptions of this project. We had an interact meeting, and you have the minutes. The developer had additional meetings with the neighbors. We proposed additional tree planting and a buffer on the west side that I'll show you in a minute. We proposed additional easements for landscaping along 150<sup>th</sup> Street entrance so that the two houses on the south and north side would have more buffering, far more than a normal city street would have. On the western property line, we proposed a 10' utility easement, storm

drainage utilities on the back property line, then a 10' tree planting easement that would be planted and maintained by the HOA to create a buffer. On the entrance to the subdivision, as a benefit to the developer as well, we propose additional landscape easement on these two homeowners' properties that would be used solely for the plantings shown. The neighbors have not agreed to those, but we were willing to do those in an effort to meet the perception that we're too close or too dense.

You have in your packets support of surrounding neighborhoods. The Pavilions, as I understand it, circulated the plans to its homeowners, and the president of the HOA sent you a letter. The Reserve at Ironhorse immediately south across 151<sup>st</sup> sent a letter. David Swartz, who owns two lots adjacent to this sent a letter, and The Villas of Ironwoods to the east sent a letter. I also have an email from Carl Lavender in support of the project. He lives at 3400 W. 151<sup>st</sup> Street.

You know the criteria. What's in your LDO in Section 16-5-1.4 is what everyone refers to as The Golden Criteria because of the Golden vs. City of Overland Park case. I want to address those quickly because in the Staff Report, each of those elements was addressed in terms of density compatibility and that we don't want any deviations. The character of this neighborhood is, at best, mixed in terms of what kind of housing we have. What we do have everywhere is single-family homes. That's what we're going to build. The character of the neighborhood isn't necessarily 2/3-3-acre lots along Mission Road that developed because they could do septic tanks and had no infrastructure costs. The character of the neighborhood is more than just the abutting landowners. The character here is single family homes, which this meets. The second criterion is zoning and uses of property nearby, and we have the same argument. They're all zoned Residential. Within ½ mile, they're either zoned R-1, RP-1, or R-2, ironically – what we're asking for tonight. Regarding suitability of the property for the use restricted, I'll go back to the fact that it sits vacant today and has been vacant forever. It is not feasible to do R-1 with the lot restrictions and sizes and carry all the infrastructure costs that are necessary. Regarding the extent to which there is removal of the restrictions would detrimentally affect the neighbors weighed against the denial to the applicant, nearby doesn't just mean abutting. If you look at abutting properties, we have offered more buffering, more distance, less density than some of the nicest subdivisions in Leawood that might be R-1 or RP-1. If that is going to detrimentally affect the neighbors, then it affects every neighborhood in the City of Leawood. I don't think that's the case. Regarding relative gain to public health and safety, I don't know what the gain to overall general welfare, health, and safety is if this is denied. I do know that what it does to Dr. Reddy is tell him he's going to own this property for a while longer with nobody coming in to develop it. I will concede that the last two factors are recommendation of professional staff – which I've told you why we disagree with that – and compliance with the Master Plan. It doesn't comply with the 2018 Master Plan; however, you have three examples within a mile of RP-2 versus RP-1 and R-1 that do meet your Master Plan and demonstrate that it can work.

I'd like to highlight a couple stipulations. No. 2 is unacceptable because it says that we don't get any deviations. If we take out the six deviations for a total of .05 acres of setback changes, all of which are permitted by the LDO, we will lose lots because we can't meet the 10' setback on the two side yards; we can only meet 8 1/2 because of the narrowness of that portion of the property. No. 17 says that we have to build sidewalks

compatible with the city standards. We just want to make it clear that the city's right-of-way is 50 feet there. When we build a street and sidewalks, they may need to be within the 50' right-of-way unless we can obtain additional land from the neighbors, and we don't have that. No. 27 is acceptable, but we did want to make notice because there is a 10'x10' square on 150<sup>th</sup> Street off Mission where we were going to have a directional sign for the subdivision. It's a 10'x10' square. We have to have a 5' setback. That would mean a really skinny sign, so we intend to change that at Final Plan to 13'x13' so there is enough room to meet all the setbacks. Other than that, the rest of the stipulations, we accept.

My conclusion is the same points I've made: density is not a problem; compatibility is not a problem; deviations are exceedingly minor and all within the LDO. Thank you. We'd be happy to answer any questions.

Chairman Elkins: Thank you. Questions for Mr. Musil?

Comm. Block: For the record, you indicated that the letter from The Pavilions said that the letter had been sent out and they're all supportive, but that's not what his letter says. "Many notices have been sent to our residents. As of yet, we have not heard any concerns." That's not the same as sending a letter and getting 360 homeowners to approve it.

Mr. Musil: I overstated, and I apologize. We know how easy it is to have one out of those object. I was overconfident.

Comm. Block: On the same theme here, The Reserve at Ironhorse had numerous flyers. There was only one notice of this project, right? There were others in the past for different versions.

Mr. Musil: From the applicant, there is just the one notice.

Comm. Block: And Dave Swartz owns which lots?

Mr. Musil: They're at the northeast corner of 151<sup>st</sup> and Mission. They do about the southern portion of the property.

Comm. Block: He lives in those homes or rents it?

Mr. Musil: I think they're both vacant.

Comm. Block: Does he intend to sell them to a developer?

Mr. Musil: Yes.

Chairman Elkins: Thank you. Other questions?

Comm. Hoyt: Could you tell us the minimum number of dwellings that would make this financially feasible? You were saying you can't accept Stipulation No. 2 because you'd have to lose lots and then the whole thing would fall apart. What is the magic number of lots needed in the opinions of the professionals who have looked at this?

Mr. Musil: In the opinion of the professionals who put their money into it, it is 25. Different people might have different abilities to finance and different willingness to take a risk, but 25 fits on here with .05 acres of deviation. To take 1-2 lots out, particularly those that would be affected by that, that would be interior, doesn't seem to benefit anybody with respect to public health and safety, and it doesn't affect the neighbors to the west because they would be internal.

Comm. Hoyt: The argument that the staff makes that this goes from R-1 to RP-2 and bypasses RP-1, so how many fewer lots would there be if you went with the RP-1 plan?

Mr. Musil: We haven't drawn that out, but it would probably be about 15. We would have to have a single-loaded road along the power line easement and only have houses on the west. R-1 would be about 15; RP-1 would be about 18. I should make it clear that's what could fit on a plan; that's not necessarily what could be financed or built. That's the example of the 2016 plan that had a beautiful plan drawn that didn't work.

Comm. Hoyt: To clarify, if you were forced to go with Stipulation No. 2 and proceed with the plan, you feel that would involve the loss of two lots, so then we're to 23 more or less.

Mr. Musil: Right.

Chairman Elkins: Other questions for Mr. Musil?

Mr. Musil: Mr. Simpson would like to make a comment, but I'll take your question first.

Chairman Elkins: I'll let Mr. Simpson go first.

Mark Simpson, 15145 Windsor Circle, appeared before the Planning Commission and made the following comments:

Mr. Simpson: I have to say we've done 4,000 housing lots in Overland Park and Leawood. We've done probably 800 in Leawood. This is the most difficult tract we've ever attempted. At 25 lots, it takes 22 of them to get money back. That's selling the lots for \$160,000 apiece and selling the villas starting at \$800,000. That's the cheapest one here. The bargain basement price is \$800,000 for an empty-nester villa. It's caused by the fact that you have high tension power lines on one side, and one out of three basically has to live with a little buzz next door, which is not highly desirable. There is a road the city never built but has a right-of-way off Mission that cost about \$80,000 to build. That \$80,000 has to be born by 25 houses. That's going to add \$3,000-\$4,000 to every house. We have offered the neighbors \$50,000 worth of landscaping if they'll give us 20 feet

each from their side of the landscaping easement to build berms, landscaping, flowers, trees, and hedges to isolate their homes from that entry. It's not because we're generous but because we know that their privacy is important, and we think the entry into our community starting at \$800,000 would be better coming off Mission Road if it had a pretty boulevard-type entry with berms, landscaping, and trees on both sides. It does end up costing about \$50,000-\$60,000 to create that feeling of arrival. One of the neighbors to the north has a driveway that comes into future 150<sup>th</sup> Street. We offered that neighbor to build a new driveway for him so he didn't have to have a break in that boulevard appearance. That's \$10,000 for a new driveway. He built a pool 4 feet from the property line. We said, "This is going to be a problem, so we'll give you free 10 feet of land behind the pool that we are paying \$2-something a square foot to buy, and we'll give it to you for a penny so you can put trees on it." There would be a 10' city-required easement for utilities, and then a 10' row of evergreens behind that. All these costs all have to go against these 25 little lots. If we end up with 22-23 lots absorbing all these extraordinary costs, it's a lot. It really takes 25 lots to make it economically feasible. If everything goes right, the last two lots will generate a profit of maybe \$260,000 for an investment of \$4.5 million worth of risk. It doesn't seem that unreasonable to get that kind of return for three years of effort. After doing 4,000 lots over 25 years, we've studied this thing to death. It is just a very difficult piece. If we don't get this, we'll just walk away. We can't do 15 R-1 lots on it because it makes no sense. To come out, the lots would have to be \$400,000 apiece. No one is going to pay \$400,000 to live next to a power line and then build a house. The house would have to be \$3 million. Nobody is going to do that. We just have to understand the market realities here. I don't want to step on Greg's toes here. He's a great zoning lawyer, but I just want everybody here to appreciate that this is a very challenging tract of land. There's a reason that every developer in town has looked at this since 1995. We made offers to buy it in 1999. We offered multiple times since 1999 since we developed Ironhorse Golf Course. Finally, inflation has made it come around. We figured out how to do the east side because it has more flexibility, and things are going well with The Hills of Leawood. We'd like to do this, but we look at ourselves and see that it's a lot of risk to sell 23 lots to break even and hope the last two bring enough. I just wanted to lay out the realities of it. I appreciate the time, and I'm happy to answer any questions.

Chairman Elkins: Questions for Mr. Simpson? You mentioned a series of concessions and offers you've made to various neighbors. Have those offers been accepted?

Mr. Simpson: No; we took them over easements that said they would not lose their property and that it would strictly be a landscape easement. We said we would be happy to make any changes. We offered a drawing and said they could pick out the species of trees, flowers and bushes. We offered the decision of where the driveway would go. We offered to help find someone to transplant trees. I went by 2-3 times, and they wanted to hear at the Planning Commission what else we might give them.

Chairman Elkins: They haven't accepted, but they haven't declined, either.

Mr. Simpson: No, they want to see what else they can get here.

Comm. Peterson: What struck me from your presentation is I really appreciate the comparisons you did, especially with the difference between RP-1 and RP-2. In looking at the layout, I see you're correct. The square footage of each lot is significantly higher than the minimum for RP-2. After hearing Mr. Simpson, from an economic standpoint, the property needs 25 homes to support the development. At first, I had a feeling you were correct. If it isn't developed, it will sit there vacant forever. You're correct; who would spend \$3 million for a home next to a power line? I am curious that there's only going to be 25 homes, and they're going to start at approximately \$800,000 to \$1 million. That's quite a bit. I find it interesting that a lot of the neighboring HOAs – not the entire HOA because we don't know who those letters represent – are in full support of it. I just wanted to mention that.

Mr. Musil: I'm up here sometimes with HOAs saying no to what I want. It seldom matters if the vote was 51% to 49%; if the HOA says no, it means no. To the extent I was overconfident, with an official officer of the HOA saying they support the application, I think it is important. I will tell you the economics don't drive me up here; they drive reality, but it's planning issues that I looked at. My presentation was about planning issues: density, distances, buffering, and deviation. I think that plays into the reality of whether you want this land vacant for another x number of years or something developed on it that is a benefit to the City of Leawood without being a detriment to the neighbors to the west.

Chairman Elkins: You've attempted to make the case that the plan will prime whatever the minimums are in the zoning, correct?

Mr. Musil: Correct.

Chairman Elkins: And you've attempted to make the case that the average lot sizes within the plan are beyond the RP-2 and are relatively close to RP-1. The reconciliation I'm having trouble making in my own mind is, given that, can you go into detail about why RP-1 is not feasible or practical. You've made the case that your case is pretty close to RP-1. I'm trying to figure out where the delta is and why RP-1 isn't feasible.

Mr. Musil: To go into detail, I'd probably call Mr. Tucker up here, but when you look at distances and lot depth, frontages, and layout, you see that you can't simply fit those in there as well in RP-1 as in RP-2. I understand what you're saying. We have bigger lots than RP-1 requires and lower density than RP-1 allows. The layout doesn't work in RP-1 because of the screwiness of the site. There are two pinch points north and south, and other elements that make it hard to get RP-1 lots of those sizes on the lots. I think it's doable, but we can't do it with the same number of units supporting the infrastructure.

Chairman Elkins: The RP-1 is doable?

Mr. Musil: We could design it to have that on there, but we can't fit the same number of lots.

Chairman Elkins: RP-1 would not accommodate 25 lots, and I believe Mr. Simpson said it would accommodate 18 lots.

Mr. Musil: That's what I understand.

Chairman Elkins: What I find interesting is that the difference, even though the average lot size is the same, ends up reducing the number of lots by 1/3, which is obviously pretty dramatic. You also attempted to make the case that the distance between houses is going to be maybe even greater than the minimum required by RP-2, but yet, you're also talking about the deviations that make the side yard setbacks 8.5 feet versus 10 feet. I'm trying to reconcile this concept of the statement that the houses are farther apart than necessary, but yet you need a deviation to make them 8.5 feet. I think that means 17 feet total difference in the distance between the houses.

Mr. Musil: My effort in showing distances was to respect our western neighbors. Within the subdivision, everybody is going to buy a lot that is staked out and defined. Between Lots 16 and 17, instead of a 20' side yard separation of buildings, they will have 17 feet. They're going to know that when they buy their house. The folks on Mission Road knew someday, something would develop to the east of them, but they didn't know what. My distances were to demonstrate from the build line on the western lots to the existing houses. It was to demonstrate that they were not, in my opinion, too small; in fact, they are larger than what we have in some of the most successful modern developments in the City of Leawood. Within the subdivision, we'll have one house that is 5 feet closer to the front of street than it should be. We'll have two houses that are 3 feet closer to each other than they would be without a deviation. Those are buyers' choices. We offered the landscape easement along the western boundary to recognize that whatever goes in new will somehow be detrimental. We're trying to recognize that perception. That's where we are.

Chairman Elkins: I've gotten a little lost in all the HOAs that are around. Clearly, you and your client have made great efforts to converse with the neighboring HOAs, if not individual homeowners. What I'm curious about is we have an unusually large number of supporting letters from HOAs, and as you mentioned, they are often here to argue against the development. Are there HOAs that did not object but opted not to write letters in support? If so, who are they?

Mr. Musil: The ones who would have been noticed are The Pavilions to the west, which is 350+ houses and you have their letter. Mission Reserve on the southwest corner of 151<sup>st</sup> and Mission would have received notice to their HOA. We haven't heard from them. I believe we heard support from The Hills of Leawood from Mission Reserve, although they didn't voice anything on this. The Reserves at Ironhorse are just to the south across 151<sup>st</sup>. They bound this entire southern boundary of us. Villas of Ironwoods to the east is the Overland Park subdivision. I don't think there's anyone else in the boundary of this that would have received actual notice. Nobody has come to us and said

they wanted to know more about it. We reached out to everybody within the immediate vicinity on the other side of the section line roads.

Chairman Elkins: Again, setting aside the question of whether the HOA actually represents all or the majority, are you telling us that there's essentially a consensus of approval among the HOAs that surround this property.

Mr. Musil: I'm nervous about how confident I get. I'm not aware of objections from any HOA. They act through their officers, and the officers that have acted have all indicated that the reason they supported The Hills of Leawood is they thought that would help their neighborhood and their home values as well as their connection to the park on the southern side. I think this subdivision does the same thing. It assists in filling out this area, giving more connections, more walking trails to benefit all of them. This interior one is not going to affect anybody west of Mission. I wouldn't expect them to object to it. The fact that they support it indicates that they think it's beneficial to their neighborhood in some fashion. I suspect it's because it brings more people, more activity, more houses, more market.

Chairman Elkins: Thank you.

Mr. Musil: I'd appreciate the opportunity to answer questions after the Public Hearing.

Chairman Elkins: Thank you. As Mr. Musil noted, this case requires a Public Hearing. There are a number of people in the audience. I suspect some of which are interested in speaking. Before we get to that, just a few ground rules. We'll have a maximum of four minutes per comment. You'll see a blinking light when you have about 30 seconds left. We would ask that you respect that. In addition, we would ask that the comments not be cumulative. We're interested in all aspects, but having a large number of people repeating the same comments is not terribly helpful to the deliberations. We would ask that you give your name and residential address, identifying the HOA you represent if you are doing so.

### **Public Hearing**

Luanne Reeves, 15001 S. Quivira Rd, appeared before the Planning Commission and made the following comments:

Ms. Reeves: I own a lot east of Mission Road and north of 151<sup>st</sup> and just west of 3700 W. 151<sup>st</sup> Street. I have never stood up at a zoning meeting and been in favor of a development. I've often argued against them, but I really think in this case, this is a beautiful development that I think will increase the property values of the surrounding area. For that reason, I would be in favor of the development.

Michael Lynch, 3305 Ironhorse Court, Leawood, appeared before the Planning Commission and made the following comments:

Mr. Lynch: I'm the HOA President for The Reserve at Ironhorse. Our neighborhood runs along 151<sup>st</sup> Street. We have 31 homes in our HOA. I have sent newsletters. Most of the people in our HOA got notification for the interact meeting. I can assure you that everyone in my HOA is very supportive of this development and eager to see it go in. That's all I'm going to say about that; I can give you my word, and that's it. The other thing I would like to add is that The Villas of Ironhorse developers had a bit of a problem when they got to connecting the water and electric. They had to come into our berm, and they tore up a lot of dirt in the berm. They've done a magnificent job of fixing it. It's more beautiful than it was before we started.

Chairman Elkins: Thank you. Is there anyone on the left side of the audience who wishes to be heard?

Theresa Entriken, 15009 Mission, appeared before the Planning Commission and made the following comments:

Ms. Entriken: My property sits directly west of the proposed development. Our house sits directly downhill from this proposed development, as do the houses at 15019, 15015, 15007, and 15005 with the proposed residences to be built just a few feet behind our property line. In the interact meeting, the developer claimed that rezoning from R-1 to RP-2 increases the number of proposed dwellings by only six. Tonight, I think he says it increases it by seven. My concern relates to some of the stormwater and drainage issues, with us being directly downhill from the proposed development. Every additional impervious surface that we add in the form of a driveway, foundation, roof, sidewalk will replace that luscious, absorptive soil and vegetation behind us. It will adversely impact not only the rainwater drainage but air quality, noise level, and the night sky. We do already experience some adverse stormwater drainage issues, and these will compound with every new surface constructed uphill from our properties. Additional dwellings will also adversely affect our health and the health of our future new neighbors as a result of additional air, noise, and light pollution. Leawood's motto is Growing with Distinction. I think the property is zoned as R-1. There has been a lot of talk about deviations and how the property isn't really appropriate. It's very difficult to develop. There are many constraints. I suggest that the biggest deviation would be for the Planning Commission to change the zoning from R-1. We've lived in this area since 1995. It was zoned as R-1 when we moved in. We knew it probably would be developed at some point. I think the property being zoned as R-1 would probably be developed. It's not distinctive to rezone in order to crowd even more dwellings into a Leawood residential development. The truly distinctive move would be to retain this land as the invaluable green space that it is. I realize a lot of people certainly feel that it's important to develop this property and put additional residences there for many reasons. Again, I feel it would be nice if the city would consider buying the land from Dr. Reddy and Mr. Swartz if at all possible to retain it as green space. Thank you.

Chairman Elkins: Thank you for your comments.

Cory Entriken, 15009 Mission Road, appeared before the Planning Commission and made the following comments:

Mr. Entriken: One thing I wanted to bring up is when we purchased the home in Leawood, we purchased it for the large yards, the spacious area, the green space. While we expected development at some point behind us, I think we expected a house on a property like ours. We live at the southwest end of this proposal, and instead of having one single residential home behind us, we'll have three of them behind our property, which is not what any of us expected when that property was going to be developed. I think we expected like homes, like properties in size at least. That's all.

Chairman Elkins: Thank you.

Bob McClain, 14901 Mission Road, appeared before the Planning Commission and made the following comments:

Mr. McClain: My property is in the northwest quadrant of the proposed plan. In the beginning, I'm very opposed to this plan. It's simply spot zoning to provide this development and the developer what he believes is appropriate. We relied on the Comprehensive Master Plan of this city when I purchased the home. I built my home on that lot, and shortly thereafter, Dr. Reddy bought the remaining property that constituted Mission Heights. He told me he was doing that for his retirement planning. All this time that has passed may not have been because it wasn't developable; it was the plan of Dr. Reddy for his retirement. In a situation of spot zoning, that's an anomaly of planning as I understand it. I rely on your Master Plan. Spot zoning says your Master Plan is incorrect. Throughout this, I began to question why a developer would come forth and try to tell this city that their master plan isn't correct and why we, as residents, were mistaken in our reliance on it. I finally got that answer at the interact meeting. Mr. Simpson calls this project and his plan the highest and best use of this piece of property. In the real estate industry, I know exactly what that means. It means the highest price and the best profit model. It has nothing to do with proper zoning. I heard him tonight say that he would expect to make maybe \$250,000 on this project. If that's the case, he shouldn't be building it. It's not enough profit for this kind of a project. Maybe that's because the price that Mr. Reddy is willing to sell him this ground. If you're going to develop property, I expect you to make a profit, but if you're making a profit that makes me lose faith in your Maser Plan, then it shouldn't go forward. It's absolutely correct in their presentation that every development has to carry the burden of development. It's common sense. If it's five lots, ten lots or 150 lots, they have to carry the burden. If you can't make a profit, you walk away and leave the property the way it is. I want to also talk about density. The residents that live along Mission Road have nine houses on nine acres. It's pretty easy math with an average of an acre per house. The proposal and presentation today says that the density of this project is 1.85 houses per acre. I challenge that. The total footprint of their property is 13 ½ acres, 4 ½ acres of which can't be developed because it's the easement for the power lines that travel through it. That leaves them with nine acres on which they can put a lot. Now, it's 25 lots on nine acres. The power line easement property goes undisturbed. I don't have my map in front of me, but if you would look at

their proposed plan, Lots 21-24 are in a straight stretch that I call Rowhouse Lane. It's four houses, each with a lot size of less than 10,000 feet. That's four houses per acre. I don't accept unless the technical provisions of planning meant that I have to count the acreage that can't be used. I don't accept that it's 1.85; it's actually three. There is an example on Rowhouse Lane of four houses per acre. Again, as a layperson, transitional zoning that should really be called transitional development needs to be relatively transparent. The best way I can explain what I mean is to give an example.

Chairman Elkins: Mr. McClain, your time has expired. If you want to finish this thought, that would be great.

Mr. McClain: When you travel from subdivision from subdivision, you shouldn't recognize the border. If you get on 150<sup>th</sup> Street when they build this proposed plan, you're smooth sailing until you get to their pothole and you look up and see a massive density of houses. You pass through it and get into The Hills of Leawood, and it's recognizable, single-family dwellings. My final point is what do they bring to us in terms of enhancing our neighborhood? Nothing. They use our spacious lots as their buffer. They offer plantings on our property to create a buffer. Their plan is merely consumption of all the space. That's development by contrast. Thank you.

Chairman Elkins: Thank you.

Connie Kripco, 15005 Mission Road, appeared before the Planning Commission and made the following comments:

Ms. Kripco: My house is west of the development. I'm also one of the houses that will be affected by 150<sup>th</sup> Street being developed. My biggest concern and what I will put to Mr. Simpson as to why I would not agree to landscape easement right now is I'm very concerned about the value of my property. We bought an estate-sized lot in 1985 and built a house we're still in right now. I've never worried about the value of this in all these years. I've always felt like it's been a good investment. If he develops what he wants to develop, there will be almost 2 ½ houses that we'll be looking onto. I honestly question if anyone would want to buy our property that we're marketing as an estate-sized lot and they see what they would look at. I feel like that is totally devaluing what we have in an estate-sized lot. I also would like to offer a rebuttal to Mr. Musil's comparison on the zoning abutting up. I am familiar because I walk the Mission Reserves subdivision. I know where it does go into the R-1 zoning. I thought Mission Reserves was R-1, too, but maybe it's not. It is nothing like where the back of the houses are up against the villas. It is one villa next to one R-1 house because it all just goes down the street and then goes into another neighborhood. It's really not the same comparison at all in my opinion. The other two, I'm not familiar with and would not be able to speak on those. Those are my concerns. I appreciate you listening.

Chairman Elkins: Thank you.

Shannon Mays, 14913 Mission, appeared before the Planning Commission and made the following comments:

Ms. Mays: I live just north of the street with the pool. I have one concern, which is traffic. I don't think anyone has discussed the traffic pattern that will come down Mission. We have 70 houses going in right now with the other subdivision, and when this street connects to that one with 25 more houses, that's 100 homes with 2-4 cars each that will now go through 150<sup>th</sup> Street. Not only do you have the four-way stop, which now backs up since it's been fixed, but you also have 300 more cars going down there. I think it's unsafe. We don't allow our kids to ride their bikes because they can't cross the street safely. My son's been almost hit by a car getting off the bus. My daughter has been on a bus hit by a car at the four-way stop. I think a traffic plan needs to be developed or at least looked at before this is approved. I think it's going to be dangerous. The other comment I have is on the landscaping plan. Mark Simpson has stopped by our house probably six times and discussed with my husband verbally some offers with giving us some property behind us, which I don't know if that's even legal to transfer 10 feet of property to somebody. I believe he said 10 feet is what he wanted from us. He did give us the document that stated he would like to use 20 feet of our property for the berms. When he stopped by and asked if we looked at the document, I did say we wanted to see what happened at this meeting. He said if we didn't agree then that he couldn't offer it in the future. We're kind of at a standstill because the document had four blank exhibits, and it didn't talk about anything with the easements and the trees we could plant behind us legally, so we're not going to read a document that's not complete. I feel like that was falsified. Verbally, we have had some offers, and we do have a document about landscaping, but I don't believe that plan is true or that he can even hold to it in a mediocre document. Thank you.

Chairman Elkins: Thank you.

Diane Teal, 15015 Mission Road, appeared before the Planning Commission and made the following comments:

Ms. Teal: I've lived here for almost 30 years, and I've watched the development in South Leawood as far as The Pavilions, Ironhorse, and Steeplechase. I'm glad that Shannon brought up traffic; that was one of our concerns. I live close to the intersection of Mission and 151<sup>st</sup> Street, and the accidents even with the four-way stop are unbelievable. We do need that. Theresa is my neighbor, and she mentioned drainage. I just wanted to mention I've experienced much development over the years. Your Comprehensive Plan mentions three different types of soil in Leawood. All of them state certain development limitations, including groundwater problems, must be taken into account with this type of soil. That's the Kennebec Chase soil. The limitations of this soil include the bedrock depth of 20-48 inches and shrink-swell potential, which I experienced with just The Pavilions when they went in that year. Sharpsburg Osaka soil has a development limitation with the permeability. Depth problems are also possible with this soil type. Basically, what I'm saying is I object to changing the zoning from R-1 to RP-2 because I think it's really going to have an impact since we're downhill. I have seen what happened

with other subdivisions. You just have to drive up Mission Road after a lot of rain. Water just sits on the side of Mission Road by Steeplechase, and that was never there 30 years ago. That's all I really wanted to say. I didn't want to be redundant, but we do need a wastewater report or something that will do that and the traffic report. Thank you.

Chairman Elkins: Thank you.

Lori Hall, 15007 Mission Road, appeared before the Planning Commission and made the following comments:

Ms. Hall: My husband David and I bought our home in 1986. We've lived there for 33 years, and I'm extremely concerned, as my neighbors have stated. I'm here to concur that I support all their comments, and I'm very concerned about the issues they've brought up tonight. I have been to previous meetings before, and at one time, this development was proposed in three phases, with the third being this piece behind us between the power lines. At that time, the whole project was denied out of the spirit of fairness. Then, Mr. Simpson came back and got approval for the first two phases but left the third phase out. Now, I'm back here today with the Phase 3 being presented again. I ask that you please consider this out of the spirit of fairness, as this was denied previously. Thank you.

Chairman Elkins: Thank you.

Kenneth Murdoch, 15015 Mission Road, appeared before the Planning Commission and made the following comments:

Mr. Murdoch: I wholeheartedly concur with my neighbors and all the issues they brought up. I would admonish you to please not change the zoning from R-1 to RP-2. I think you should keep it as it was stated in the Master Plan. That's all I have to say.

Chairman Elkins: Thank you. Other members who wish to be heard on this application?

**A motion to close the Public Hearing 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.**

Chairman Elkins: Mr. Musil, do you care to respond?

Mr. Musil: Briefly, please. I didn't hear anything new. I think with respect to traffic, your staff knows when a traffic study is needed. This is 25 homes, and the traffic that will be occurring during AM and PM peaks will be negligible. Staff did not require it. We have presented a preliminary stormwater plan. I think it's in your packet. There will be a final plan as well. All of our water is going south along the western boundary. It will be designed so it does not go west. With respect to more impervious surface, RP-1 or R-1 will have the same amount of impervious surface. We have to take care of stormwater; your LDO requires that. The density and distance issues, I covered in my initial presentation. We hear the term "spot zoning" a lot. This is not spot zoning. Kansas

Supreme Court has defined spot zoning as incompatible, different uses on small pieces of property. This is a residential use in a residential area. This is not spot zoning. I'd be happy to discuss that further with Ms. Knight if I needed to. Regarding burden on infrastructure, every development has to carry that burden. I'm not going to criticize those developments that came down Mission and went on 151<sup>st</sup>, but they didn't bear any infrastructure costs because they didn't need sewers or roads; they just had a driveway onto Mission or 151<sup>st</sup>. Now, we are facing the issue of developing internally when none of that infrastructure was put in before, and we have that issue. The difficulty in these situations is that we have committed, passionate, interested neighbors, which is what every city wants, but we have a piece here that's a legacy problem. It's been a problem for years, and the development pattern has left it as a problem, and KCP&L didn't do us any favors when they put a diagonal power line across there. What will work and what works from a planning perspective is the plan that's in front of you. We'd ask for your support of that and your consideration of the changes to the stipulations I discussed earlier. I thank you for your time.

Chairman Elkins: Questions for Mr. Musil in his rebuttal? I'd be interested in hearing your thoughts on in greater depth is the request that you are making for us to move away from the Comprehensive Plan that was reviewed and approved just a year ago. Talk to us about your views on the justification for us going away from that. You've commented about the fact that it's been there for years, but the point is that it was reviewed and approved just a year ago.

Mr. Musil: The Master Plan has not focused on this parcel before. I don't remember any study area or other indication that the city considered what to do with this screwy piece of land. It's been carried forward as Low Density Residential since the 1960s. We're now forced to look at it and consider what we can actually do from a planning perspective. We are looking to rezone it to Medium Density Residential, but what is the impact? It's still 1.85 units per acre. Whether that includes the easement or not, we're following the calculations that the LDO requires. Although it will be a different color on the map, it will be developed as a Low Density, 1.85-unit-per-acre development with 13,500 sq. ft lots that is consistent with what is around. Substantively, it will be a Low Density Residential development. Procedurally, it will look like Mission Reserve on the map with the funny green. It will look like the villas to the north and west that are on your map now as RP-2 next to R-1 and RP-1. If your Comprehensive Plan had never contemplated or had any experience with this development, I would suggest that you ought to be concerned with it. I'm not suggesting you shouldn't be concerned about changing the Master Plan now, but you have experience in three places within a mile of this where it has worked. I always feel incumbent to say that the Master Plan conformance is one of the Golden Factors. We give it a lot of weight, and I don't think that's wrong, but it is still only one of the 16 factors. Those are the reasons I would say this is a time to reconsider what is proper under the Master Plan with respect to this Preliminary Plan.

Chairman Elkins: Thank you. Other questions for Mr. Musil? Thank you. I have a couple questions for staff. On the issue of the stormwater and drainage as a result of the additional impervious surfaces that will come as a result of this plan if it should be

approved by Governing Body, could you speak to what the LDO requirements are and your views as to whether this plan, as proposed, satisfies those requirements?

Mr. Scovill: The plan that's proposed does include a swale on the west side of the development within the development on the back of the existing properties along Mission. That will direct the water south of 150<sup>th</sup> to 151<sup>st</sup> Street. They are required to provide detention due to the additional impervious area. They also have a dry detention basin proposed at 151<sup>st</sup>. They have addressed the requirements of the LDO with respect to detention and impervious area. The stormwater study indicated those are required, and they show them in the plan. With respect to north of 150<sup>th</sup>, they also have a swale along the back of the property, on the west side of the property along the properties that front Mission. That directs water to the north, but with this area, the stormwater drainage area has actually been reduced by approximately 52%, not by area but by the 100-year storm event or the 1% event. They've reduced the amount of water for a 100-year event by 52% by directing the water with the road and the inlets and directing the water to another detention basin on the north end of the property that is actually being built with Phase 2 of Hills of Leawood. If we divide this project into two zones – the southern zone south of 150<sup>th</sup> and the northern zone north of 150<sup>th</sup> – both have adequately addressed the stormwater requirements within the LDO. They have provided a stormwater study and an amendment to the study recently to address my concerns with respect to drainage in the existing roadside ditches because some of this water will enter those ditches. Obviously, the roads on 151<sup>st</sup> and Mission haven't been approved yet, and we want to make sure those can handle the additional drainage.

Chairman Elkins: So, in your judgment, this plan, given its stormwater plan, should not adversely impact the surrounding homeowners. Is that correct?

Mr. Scovill: It does meet the requirements of the LDO as far as we have reviewed. As far as adversely impacting the adjacent property owners, that may be a matter of perspective. From staff's professional perspective, it doesn't adversely impact the properties, considering the requirements of the LDO.

Chairman Elkins: Thank you. Could you enlighten us a little bit on the circumstances under which a traffic study is required and when it is not required.

Mr. Scovill: In this case, we did not require a traffic study at the intersection of 150<sup>th</sup> and Mission Road. This road has always been planned for the future. The right-of-way is existing there now at Mission. Mission Road is planned to be improved in 2024, so we know improvements are coming down the line. The additional 25 homes will have a negligible impact to the arterial road that is there now in terms of average daily vehicles along that corridor.

Chairman Elkins: Arterial road being Mission or 150<sup>th</sup>?

Mr. Scovill: Actually both. The intersection does require an analysis of the sight triangles and safe stopping distance because we're introducing that turning movement for

cars leaving and entering Mission Road. That's usually done with the design phase as they present their construction plans. We already know that the sight triangles are adequate, but we still need to evaluate the safe stopping distance. If they don't meet the current standards that the city has adopted, the recourse is essentially to sign for the intersection. That is standard protocol and is in line with the Manual on Uniform Traffic Control, which is an industry standard. Often times, that looks like a reduced speed sign that is often yellow or some other advisory or warning sign. It is not a regulatory sign that is black and white.

Chairman Elkins: Thank you. Are there other questions for staff regarding the application, given what we've heard in the Public Hearing as well as from Mr. Musil and his client?

Comm. Hoyt: I come back to staff's concern that, "All future developments will be able to use the minimum requirements for the underlying zoning, which will run with the land, with a potential for an even denser development." Even though this plan calls for a considerably less-dense development than the typical guidelines for RP-2, what is your concern? Could you elaborate on that?

Mr. Klein: Mr. Musil is absolutely right about it going through rezoning with a plan that goes with it. However, the property may not develop for some reason. Mr. Simpson has an excellent record as far as developing property; we don't argue that at all. Staff has to consider the future and not count on certain things happening. If we had lots either developed or undeveloped and somebody wanted to come back and replat lots into more lots, they could with the proposed zoning. I want to make sure the Planning Commission understands that there is a big difference between R-1, RP-1, and RP-2. RP-1 and R-1 require a lot more as far as bulk regulations. It was called out with the rear yard setback as 30 feet. It is true that a basic R-1 lot has a rear yard setback of 30 feet, but if the lot is longer than 150 feet, it has a formula that comes into play that takes the depth of the lot minus 150, times .7, plus 30. It creates a much larger rear yard. Many of the lots that are adjacent to Mission Road are actually much longer than 150 feet and therefore have a requirement that the back yards are more. I don't know that it was called out as much. The other big consideration that wasn't discussed too much had to do with R-1 and RP-1 having a requirement that new lots must meet the average lot size within 300 feet. The applicant indicated 1.85 dwelling units per acre, which is lower than 2.94 that is allowed in R-1, but the R-1 also has that other component. If an R-1 moved into this and it was much lower than the 2.94, they wouldn't be able to go to the minimum requirements of R-1. They wouldn't be able to do a 2.94-density development next to this one because they have to meet the average lot size within 300 feet. The intent of that whole part of the ordinance was to ensure that anything that goes into an existing neighborhood matches the development within as closely as possible. If an R-1 development was .5 acres per lot and a new development comes in, it will be a lot more like the surrounding area than coming in with 15,000 sq. ft. lots. They could go to the Board of Zoning Appeals and get a variance for that. The applicant did that with Hills of Leawood. That's always a possibility. Even the Board of Zoning Appeals recognized that this shouldn't just go to the minimum and raise the standard. Some of the smaller lots are actually adjacent to the

larger lots along Mission Road, which creates more fence lines splitting the back lots along there. When they say that only six lots are asking for the deviation, we have to keep in mind that there are only 25 lots total. That means 32% of the lots are less than the RP-1 standard, and 68% are less than the R-1 standard. I also know there was discussion with regard to the HOAs. For transparency's sake, Hills of Leawood was mentioned, and I don't believe they have any houses in it at this point, so it is just the developer representing the HOA. I don't think the roads are even finished within that development. The zoning has also been discussed. The Comprehensive Plan gets updated every year, and we look at these things. I don't know that it's completely fair to say that we didn't look at this property. It's true that it hasn't developed for a long time, but actually, we've had more interest in the last five years than we have in the previous time before that. There are other lots that have power lines. Leabrooke has power lines that run through the entire property. They actually put some amenities under the power lines. It is true that the power lines and easement lower the density of that piece of property because they count the gross area of the lot, and then the dwelling units are the numerator divided by the denominator, so it comes out lower. Regarding planning, we look not only at the Comprehensive Plan but also using the density of the lots and the transition intensity of the lots to create transitions.

Chairman Elkins: That's a fairly long-winded answer to a short question. I'm going to have to give Mr. Musil an opportunity to rebut that, but go ahead.

Mr. Klein: (*Refers to Comprehensive Plan*) This shows highest to lowest intensity. I wanted to show it because a lot was discussed about Comprehensive Plan and different uses. Typically, we try to use a more intense use located at an intersection, and then it fades into a lower intensity. At the intersection of 151<sup>st</sup> Street, the Comprehensive Plan shows the Higher Density and Medium Density that goes into a Low Density to the east. That repeats in a number of areas. Commercial goes into Medium Density Residential, which goes into Low Density Residential. That is what we try to do generally.

Chairman Elkins: Thank you. Mr. Musil?

Mr. Musil: I appreciate the opportunity because we get a Staff Report, which is very long and detailed, and then we get a verbal report, and none of the stuff I just heard was discussed in either one of those. If we are going to require this to be at an intersection - anything other than R-1 or RP-1 - then nothing will develop here because we can't get to the intersection because we have seven houses on the west and houses on the south that developed as legacy homes. Again, we're an infill, screwy site. We can't do on vacant ground what other ones did that might have had a house or two on the intersection. Let's look at where the RP-2 is on the Master Plan: 151<sup>st</sup> and Nall, where RP-2 is not the intersection; it buffers between Commercial, then RP-2, then R-1. It is a transitional use. At 151<sup>st</sup> and Mission on the southwest corner, RP-2 is on the corner, but it extends all the way ¼ mile to the west and farther south. At 143<sup>rd</sup> and Kenneth Road, it is not an intersection at all; it is in the middle of the section line between 143<sup>rd</sup> and 151<sup>st</sup>. I don't think you can say there's a pattern that the City of Leawood has shown that RP-2 has to be at an intersection. We don't touch the intersection, but we touch ownership on 151<sup>st</sup>,

and we will be connected to Mission on existing public right-of-way. The reality is you have legacy homes here that keep us away from Mission Road. In a perfect world, we would take this all the way to Mission and 151<sup>st</sup>. There's no doubt that if we could plan from the start, the developer would do it. We can't transition this like we would on vacant land that doesn't have the seven houses.

Chairman Elkins: Thank you. We'll now go to discussion of the application. This is an interesting and challenging piece of property and application. I'll open the floor for comments.

Comm. Coleman: First of all, thanks to the public for coming out tonight. Thanks to the developer and his team. We've given a lot of feedback from all parties, and it's good for us to hear all the viewpoints. I appreciate them all. The Comprehensive Plan is a guideline for the city. It's reviewed annually; it has public input; we have public hearings on it. Based on that, I'm very hesitant to change the Comprehensive Plan when so much effort and detail and thought went into it. I agree that the property in question is difficult, but it is a residential area surrounded by R-1. With that, I am very hesitant to change the zoning from R-1 to anything else. I'm very interested to hear what my fellow commissioners have to say as well.

Comm. Hoyt: I feel similarly, I think, it's safe to say. It's a very thorny issue; that's for sure. I think historically, how we have arrived at this point is somewhat relevant. There were choices made of adjoining property to develop before this, so this is just what we're left with. There are good reasons why it wasn't developed previously because of the challenges. I'm very sympathetic to the landowner who wants to monetize his property, but by the same token, I have a hard time leaping from R-1 to RP-2. I could probably more sign on for RP-1. Of course, I'm not guaranteeing that would fly, either, but it does seem like it's more than just a formality that we're leaping over another density, and also, as Mark said, there are other regulations that go along with that, too. It's not even just strictly the lot size and density but other requirements that it conform more similarly to what surrounds it. I have a really hard time leaping to RP-2 with additional deviations. That's where I come down.

Comm. McGurren: I would agree with the commissioners and the statements made. I think it is an incredibly challenging tract of land. As I said before, I appreciate the input from everyone and the concerns that have been addressed. I would agree with both of the statements the commissioners have made.

Comm. Block: It's a difficult situation. I think most of the abutting homeowners have come to the realization that it's not realistic to leave this land unused or for the city to buy. I do think that the distance between the houses to the west is sufficient. I think there are developments that are probably higher value than either the homes to the west or the ones proposed in this development that have probably shorter distances between them. I don't see that as an issue here, especially with the easement and the trees. I think it's probably the best solution for this tract of land because of the quality of the project. Again, it's a difficult situation.

Comm. Peterson: This is definitely difficult. I agree with Commissioner Block. I personally see not many other options for the development of the property unless we change to RP-2. The visibility is negligible from Mission Road or from 151<sup>st</sup> Street. You'd have to actually enter the subdivision to see that the lots might be smaller and the houses closer together. I was impressed with the comments from various HOAs; though, we don't know how many people those represent. I personally think the project should move forward.

Chairman Elkins: Other comments or thoughts? Seeing none, I would entertain a motion.

**A motion to deny CASE 74-19 – THE HILLS OF LEAWOOD VILLAS – Request for approval of a Rezoning from R-1 (Planned Single Family Low Density Residential) to RP-2 (Planned Cluster Residential Detached), Preliminary Plan and Preliminary Plat – Located north of 151st Street and east of Mission Road – was made by Coleman; seconded by Hoyt.**

Chairman Elkins: Any further discussion on the pending motion? We'll move to a vote with a show of hands.

**Motion did not carry with a vote of 5-4, including a negative vote from Chairman Elkins. For: Stevens, Coleman, Hoyt, and McGurren; Opposed: Peterson, Block, Belzer, Hunter, and Elkins.**

Chairman Elkins: Given that, is there another motion?

**A motion to recommend approval of Case 74-19 – THE HILLS OF LEAWOOD VILLAS – Request for approval of a Rezoning from R-1 (Planned Single Family Low Density Residential) to RP-2 (Planned Cluster Residential Detached), Preliminary Plan, and Preliminary Plat – Located north of 151<sup>st</sup> Street and east of Mission Road – with the stipulations included in the Staff Report, removing No. 2 – was made by Block; seconded by Belzer. Motion carried with a vote of 5-4, including an affirmative vote from Chairman Elkins. For: Peterson, Block, Belzer, Hunter, and Elkins. Opposed: Stevens, Coleman, Hoyt, and McGurren.**

Chairman Elkins: Thank you to the public, to staff, and to the developer for the great attention that was given to this. For those in the audience, this matter will now go to City Council, and there will be additional opportunities there.

Comm. Coleman: I would request a five-minute recess

*Commission recessed for five minutes*

Chairman Elkins: We are resuming at 8:18.