CITY OF LEAWOOD GOVERNING BODY MEETING AGENDA

Monday, December 16, 2019
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:00 P.M.

DECEMBER 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				

JANUARY 2020

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

AGENDA

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

Mayor Peggy Dunn

Councilmembers

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

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. CITIZEN COMMENTS

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

4. PROCLAMATIONS

5. PRESENTATIONS/RECOGNITIONS

April Bishop, Cultural Arts Coordinator, retiring after 15 years of service [2004-2019]

Introduction of the new Cultural Arts Coordinator, Holly York

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. 2019-48 and 2019-49
B. Accept minutes of the December 2, 2019 Governing Body meeting
C. Approve Mayor Appointment of Charlotte Shaw to the Community Garden Task Force for a 1-year term ending in 2021

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

D. Approve 2nd and final payment to Mega Industries Corporation in the amount of $5,211.65, pertaining to cart path relocation at Ironhorse Golf Course [Project #74095]

E. Resolution approving and authorizing the Mayor to execute a Letter of Understanding in the amount of $10,000.00, between the City and Johnson County Human Services pertaining to the 2020 Johnson County Utility Assistance Program

F. Resolution approving and authorizing the Mayor to execute a Letter of Engagement between the City and RubinBrown, LLP, for an amount not to exceed $35,280.00, pertaining to 2019 audit services

G. Resolution approving and authorizing the Mayor to execute an agreement between the City and Navia/Taben for 125 Administrator services for 2020

H. Resolution approving and authorizing the Mayor to execute an Enterprise Health Service Provider Agreement between the City and Peerfit Inc. for an employee wellness program

I. Resolution approving and authorizing the Mayor to execute a Utility Easement Maintenance Agreement between the City of Leawood, Kansas and Antonia and Michael Mancuso for property located at 11725 Manor Road, lot 21, block 3, Hallbrook Farms First Plat.

J. Resolution approving a Final Landscape Plan for Hallbrook Farms Subdivision – Lot 17 – Residential Emergency Generator, located south of 112th Street and west of Brookwood Street. (PC Case 110-19) [*from the November 26, 2019 Planning Commission Meeting]*

K. Resolution approving a Final Sign Plan for Elite Physical Therapy – Monument Sign, located south of 127th Street and west of State Line Road. (PC Case 117-19) [*from the November 26, 2019 Planning Commission Meeting]*

L. Resolution approving a Final Plan for Changes to the Façade of a Tenant Space for Town Center – Array (Retail: Women's Apparel), located north of 119th Street and west of Roe Avenue. (PC Case 118-19) [*from the November 26, 2019 Planning Commission Meeting]*

M. Resolution approving a Revised Final Sign Plan for Cornerstone of Leawood – Revised Sign Criteria, located south of 135th Street and east of Nall Avenue. (PC Case 119-19) [*from the November 26, 2019 Planning Commission Meeting]*

N. Resolution approving a Revised Final Plat for Highlands Creek – Seventh Plat, located south of 146th Street and west of Cedar Street. (PC Case 125-19) [*from the November 26, 2019 Planning Commission Meeting]*

O. Police Department Monthly Report

P. Fire Department Monthly Report

Q. Municipal Court Monthly Report

8. MAYOR'S REPORT

9. COUNCILMEMBERS' REPORT

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

13. OLD BUSINESS

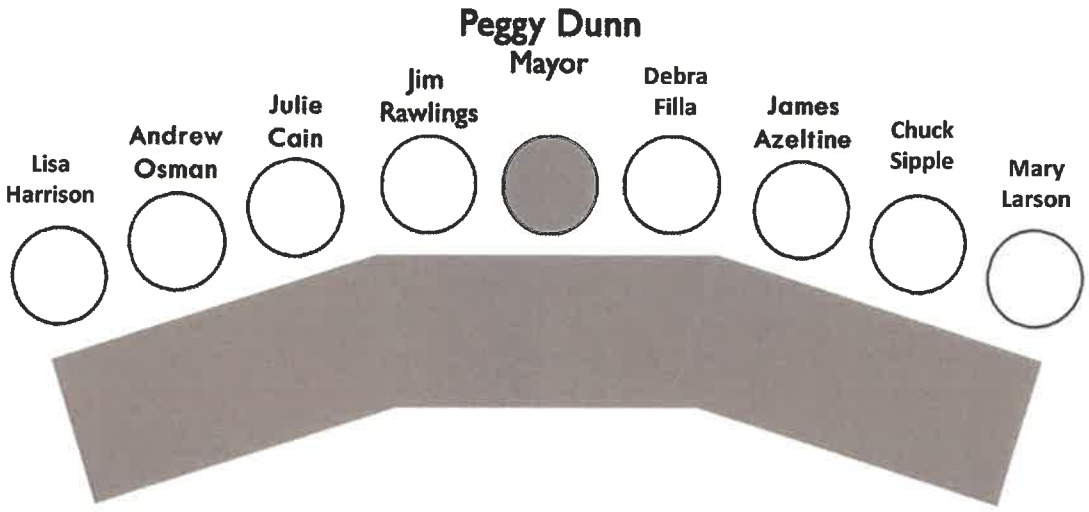
14. OTHER BUSINESS

Governing Body meeting on January 6, 2020 at 7:00 P.M.

15. NEW BUSINESS

ADJOURN

Mayor and City Council



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

Number of Votes Required:
Non-zoning Ordinances: Majority of the members-elect of the City Council **[5]**
Charter Ordinances: 2/3 of members-elect of Governing Body **[6]**
Zoning Ordinances and other Planning Commission Recommendations:

- **Passage of Ordinances Subject to Protest Petition**: ¾ majority of members of Governing Body **[7]**
- **Approving Planning Commission Recommendation**: Majority of the members-elect of the City Council **[5]**
- **Remanding to Planning Commission**: Majority of the members-elect of the City Council **[5]**
- **Approving, Overriding, Amending or Revising Recommendation after Remand:** Majority of the members-elect of the City Council **[5]**
- **Overriding, Amending or Revising Recommendation:** 2/3 majority of membership of Governing Body **[6]**

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

2019 WORK SESSION AND SPECIAL MEETINGS / EVENTS SCHEDULE			
DATE	**TIME**	**SUBJECT**	**LOCATION**
December 16		**NO WORK SESSION**	

The next regular meeting of the Leawood Governing Body will be
Monday, January 6, 2020

Return to Agenda

7.A.

CITY OF LEAWOOD
Check Date 12/04/2019
Ordinance 2019-48

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
104475	AALADIN CENTRAL	COLD WATER GAS ENGINE;PRESSURE HOSE	780.00	**780.00**
104476	ABM SUPPLY	BP VESTS (2)	1,610.00	**1,610.00**
104477	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE	826.49	**826.49**
104478	AIMS	AIMS RENEWAL	6,456.75	**6,456.75**
104479	AIRGAS MIDSOUTH	MATERIALS & SUPPLIES	353.53	
		MATERIALS & SUPPLIES	213.87	
		4 NOISE CANCELLING HEADSETS WITH 2-WAY	3,108.00	**3,675.40**
104480	ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SERVICES FOR 2019	3,824.48	**3,824.48**
104481	APAC KANSAS INC	LANDFILL FEE	528.00	
		LANDFILL FEE	264.00	**792.00**
104482	ARTS COUNCIL OF JO CO	SHOOTING STARS SPONSORSHIP	1,000.00	**1,000.00**
104483	AT&T MOBILITY LLC	COMMUNICATION	546.49	**546.49**
104484	BERNIE ELECTRIC WHOLESALE INC	BUILDING & GROUNDS	9.49	**9.49**
104485	BLUE VALLEY GOODYEAR	VEHICLE TIRES	541.88	
		VEHICLE TIRES	685.80	**1,227.68**
104486	BRUNGARDT HONOMICHL & CO PA	2019 ENGINEERING-LEE BLVD.-83RD ST. TO 9	35,116.00	**35,116.00**
104487	C & C GROUP DIVISIONS	EQUIP MAINT/SERVICE	785.00	**785.00**
104488	CARTER WATERS LLC, THE	MATERIALS & SUPPLIES	54.33	**54.33**

Check #	Vendor	Description	Amount Paid	Check Total
104489	CONTINENTAL CONSULTING ENGNRS	2019 DESIGN OF TRAIL EXTENSION: ROE & TO	6,421.08	
		2019 INSPIRATION ART	2,159.68	
		2018 ENGINEERING ON THE FLOOD DAMAGE-LW	1,215.22	
		2019 DESIGN OF IRONHORSE CART PATH #9	3,198.62	**12,994.60**
104490	CONTINENTAL RESEARCH CORP	AERO MULTI-PACK	222.73	**222.73**
104491	CORPORATE HEALTH KU MEDWEST	KU MedWest - Hep B & pre-employment	1,527.00	**1,527.00**
104492	CUMMINS SALES AND SERVICE INC	VEHICLE MAINT	179.39	**179.39**
104493	DESIGN MECHANICAL INC	CITY FACILITY	576.00	**576.00**
104494	DREXEL TECHNOLOGIES	ANNUAL SERVICE FOR CUTTER-PLOTTER,	103.55	**103.55**
104495	ELLIOTT EQUIPMENT COMPANY	EQUIP. MAINT. SUPPLIES	569.90	**569.90**
104496	FULTON VALLEY FARMS	REINDEER FOR BREAKFAST WITH SANTA	1,360.00	**1,360.00**
104497	GALLS LLC	UNIFORMS	709.11	**709.11**
104498	GALLS LLC	UNIFORM PANTS	142.80	**142.80**
104499	GERKEN RENT-ALL	EQUIPMENT RENTAL-STUMP GRINDER	151.20	
		OUTSTANDING CREDIT	-38.40	**112.80**
104500	GPSI LEASING II - ACCORD LLC	GOLF CAR GPS SERVICES FOR 2019	1,628.00	**1,628.00**
104501	GRAINGER INC	LED LINEAR STRIP LIGHTS. THESE LIGHTS	1,268.16	
		BLDG/GROUND SUPPLIES	-916.00	**352.16**
104502	HAMM INC	MATERIALS & SUPPLIES	450.54	**450.54**
104503	HEN HOUSE BALLS FOOD STORES	TRAINING ROOM SUPPLIES	10.98	**10.98**
104504	HINCKLEY SPRINGS	BOTTLED WATER	80.23	**80.23**
104505	ICE MASTERS LLC	ICE MACHINE RENTAL SERVICE	157.00	
		ICE MACHINE RENTAL-SEASONAL	150.00	
		ICE MACHINE RENTAL	172.00	
		ADMIN CONTRACTURAL	114.00	**593.00**

Check #	Vendor	Description	Amount Paid	Check Total
104506	IMSA - CENTRAL SECTION	TRAINING CHARGE FOR WORK ZONE RENEWAL	2,250.00	**2,250.00**
104507	INDUSTRIAL SALES CO INC	EQUIPMENT PARTS	615.80	**615.80**
104508	INTERPRETIVE SITE COALITION	ANNUAL MEMBERSHIP DUES - OXFORD	60.00	**60.00**
104509	INTERSTATE ALL BATTERY CENTER	STATION BATTERIES	85.45	**85.45**
104510	JO CO MED ACT	EQUIPMENT MAINT	254.08	**254.08**
104511	JO CO WASTEWATER	WASTEWATER SERVICE	54.05	
		WASTEWATER SERVICE	88.17	
		WASTEWATER SERVICE	40.41	**182.63**
104512	KANSAS TEES	DARE SHIRTS	968.50	**968.50**
104513	KELLER FIRE & SAFETY	BUILDING AND GROUNDS	100.24	**100.24**
104514	KISSICK CONSTRUCTION CO	2018-2019 LW CITY PARK POND RESTORATION	54,874.53	**54,874.53**
104515	LOWES	HARDWARE SUPPLIES	446.39	**446.39**
104516	M & M GOLF CARS LLC	GOLF CART REPAIR	440.00	**440.00**
104517	MAIL IT	SPELLING BEE - POSTAGE	9.95	
		POSTAGE	22.02	**31.97**
104518	MCKEEVERS PRICE CHOPPER	MATERIALS & SUPPLIES	8.11	**8.11**
104519	MICRO CENTER AR	MATERIALS & SUPPLIES	99.96	**99.96**
104520	MOBILFONE WIRELESS	COMMUNICATION	155.71	**155.71**
104521	NAVIA BENEFIT SOLUTIONS	NOV 2019 SEC 125 ADMIN FEES	148.75	**148.75**
104522	OBIJI, MISHEA	CLEANING	300.00	**300.00**
104523	O'REILLY AUTO PARTS	VEHICLE SUPPLIES	56.10	**56.10**
104524	PRIDE CLEANERS MJV-A LLC	DRY CLEANING SERVICES	339.28	**339.28**
104525	PROFESSIONAL TURF PRODUCTS	EQUIPMENT PARTS	267.45	**267.45**

Check #	Vendor	Description	Amount Paid	Check Total
104526	RED WING SHOE STORE	UNIFORM/CLOTHING	541.98	**541.98**
104527	REGIONAL JUSTICE INFORMATION	WEB SUBSCRIPTION FEES	2,535.01	**2,535.01**
104528	ROB SIGHT FORD	VEHICLE SUPPLIES	4.94	**4.94**
104529	ROMA BAKERY	PREPARED FOOD	44.10	**44.10**
104530	SHERWIN WILLIAMS CO	BLDG/GROUND SUPPLIES	48.34	**48.34**
104531	SUBURBAN LAWN & GARDEN INC	TOPSOIL	63.26	**63.26**
104532	TIME WARNER CABLE	INTERNET	264.98	**264.98**
104533	TIME WARNER CABLE	CABLE	37.44	**37.44**
104534	TOMPKINS INDUSTRIES INC	EQUIP. MAINT. SUPPLIES	18.84	**18.84**
104535	UNITED RENTALS INC	EQUIPMENT RENTAL	536.91	**536.91**
104536	UNIVERSITY OF KS	TRAINING	160.00	**160.00**
104537	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL	94.63	
		TRASH DISPOSAL	195.20	
		TRASH DISPOSAL	131.68	
		TRASH DISPOSAL	295.99	
		TRASH DISPOSAL	174.39	**891.89**
104538	WATER DISTRICT 1 JO CO	WATER SERVICE	213.45	
		WATER SERVICE	14.20	
		WATER SERVICE	87.31	
		WATER SERVICE	49.74	
		WATER SERVICE	71.50	**436.20**
104539	WINFIELD SOLUTIONS LLC	COURSE SUPPLIES	690.00	**690.00**
381219	KC POWER & LIGHT CO	POWER SERVICE	356.03	**356.03**
611219	KC POWER & LIGHT CO	POWER SERVICE	35.88	**35.88**
1301219	KC POWER & LIGHT CO	POWER SERVICE	489.06	**489.06**

Check #	Vendor	Description	Amount Paid	Check Total
4651219	KC POWER & LIGHT CO	POWER SERVICE	138.20	**138.20**
4911219	KC POWER & LIGHT CO	POWER SERVICE	178.75	**178.75**
6771219	KC POWER & LIGHT CO	POWER SERVICE	72.72	**72.72**
6911219	KC POWER & LIGHT CO	POWER SERVICE	241.71	**241.71**
10351219	KC POWER & LIGHT CO	POWER SERVICE	77.72	**77.72**

Check #	Vendor	Description	Amount Paid	Check Total
12102019	COMMERCE BANK			
	4IMPRINT INC	BANDAGE DISPENSER/KEY	982.59	
	ACROSS THE STREET PRODUCTIONS, BL	TRAINING/GLADISH	385.00	
	ACROSS THE STREET PRODUCTIONS, BL	TRAINING/J.WILLIAMS	385.00	
	ACROSS THE STREET PRODUCTIONS, BL	TRAINING/D.BOGGS	385.00	
	ACROSS THE STREET PRODUCTIONS, BL	TRAINING/SCHOEPPNER	385.00	
	ALCOPRO, DRUG & ALCOHOL TESTING	ALCO-SENSOR FST BREATHALYZER	572.92	
	AMAZON.COM	MEN'S SWEATPANTS/DETENTION CLOTHES	24.24	
	AMAZON.COM	WOMEN'S SWEATPANTS/DETENTION CLOTHES	47.76	
	AMAZON.COM	BOOKS FOR SAB COMMITTEE MEMBERS DRAWDOWI	255.63	
	AMAZON.COM	DIGITAL BOOK IACA CLASS-ELLIS	66.40	
	AMAZON.COM	DIGITAL BOOK IACA CLASS-ELLIS	66.40	
	AMAZON.COM	REFUND-IACA DIGITIAL BOOK	-66.40	
	AMAZON.COM	RETIREMENT AWARD - HARPER	1,000.00	
	AMAZON.COM	3 COMPUTER STANDS	168.00	
	AMAZON.COM	DISPLAY ADAPTER CABLE	104.99	
	AMAZON.COM	RACK HEX SCREWS	19.91	
	AMAZON.COM	NATURE CENTER CRAFT SUPPLIES	61.84	
	AMAZON.COM	DISPLAY ADAPTER CABLE	201.55	
	AMAZON.COM	DISPLAY PORT CABLE	25.90	
	AMAZON.COM	IPAD KEYBOARD CASE	70.98	
	AMAZON.COM	FILE FOLDERS	18.99	
	AMAZON.COM	TABLE COVERS	48.47	
	AMAZON.COM	EARBUDS	54.99	
	AMAZON.COM	MULTIFOLD TOWELS	72.78	
	AMAZON.COM	MULTIFOLD TOWELS	48.00	
	AMAZON.COM	INSPECTOR LASHLIGHTS/~	83.97	
	AMAZON.COM	SONY DIGITAL PATROL CAMERAS X2	256.00	
	AMAZON.COM	MEN'S SWEATPANTS/DETENTION CLOTHES	49.44	
	AMAZON.COM	ATAC PATROL BOOTS/STOCKTON	94.99	
	AMAZON.COM	WRITEABLE DISCS	86.70	
	AMAZON.COM	PAINT PENS FOR SIGN WORK	13.08	
	AMAZON.COM	CONFERENCE ROOM SLIDER SIDES	79.00	
	AMAZON.COM	FILE FOLDERS	9.84	
	AMAZON.COM	MILESTONE ANNIVERSARY SUPPLIES	53.60	

Check #	Vendor	Description	Amount Paid	Check Total
	AMAZON.COM	AIR DUSTER CLEANER/KEYRING TAGS	17.39	
	AMERICAN ASSOCIATION OF, SUICIDOLOC	SUICIDE SURVIVOR BOOKLETS	140.00	
	APPLE STORE	MOBILE PHONE CASE AND COVER	78.95	
	APPLE STORE	APPLE PENCIL-AME	99.00	
	APPLE/ITUNES	SUBSCRIPTION FEE	7.63	
	APPLE/ITUNES	I CLOUD STORAGE	0.99	
	APPLE/ITUNES	I CLOUD STORAGE	2.99	
	ARBORWEAR LLC	STAFF UNIFORM SAMPLES CREDIT	-128.00	
	ARBORWEAR LLC	STAFF UNIFORM SAMPLES	128.00	
	ASCE	WEBINAR/LEY	199.00	
	ASSOCIATION OF CLIMATE CHANGE, OFFI	CLIMATE CHANGE TRAINING	436.00	
	BASS PRO SHOP	RANGE SUPPLIES	102.92	
	BATTERIES PLUS	FLASHLIGHT BULB REPLACEMENT	15.83	
	BATTERIES PLUS	FLASHLIGHT REPLACEMENT BULB	14.30	
	BATTERIES PLUS	CREDIT-SALES TAX CHARGED	-15.83	
	BAUDVILLE	ID CARD SLEEVES & LANYARDS	278.14	
	BEST MATERIALS	PROTECTIVE DISPOSABLE PANTS	31.52	
	BLUE BEAM, INC.	5 BLUEBEAM STANDARD END LICENSE/2	3,376.00	
	BOTACH INC	FLASHLIGH BATTERIES	33.31	
	BROBECKS BARBEQUE	CITIZEN'S ACADEMY CLASS SUPPLIES	117.92	
	CHEWY.COM	K9 SUPPLIES-KIMO	117.04	
	CHILI'S	PC MEETING	212.94	
	CHIPOTLE	LUNCH FOR MEETING	59.50	
	CONCENTRA	PRE-EMPLOYMENT TESTS/BURRUSS	199.00	
	CORNER BAKERY	BREAKFAST/PUBLIC WORKS COMMITTEE MEETING	157.50	
	COSTCO	REFRESHMENTS/FALL INTO ART RECEPTION	169.29	
	COSTCO	REFRESHMENTS/ART INTO FALL RECEPTION	279.92	
	COSTCO	KITCHEN AND FOOD SERVICE ITEMS	581.96	
	DICK'S SPORTING GOODS	POND CARE SUPPLIES	88.96	
	DOLLAR TREE	DECORATIONS/FALL INTO ART RECEPTION	12.00	
	E EDWARDS WORK WEAR INC	STAFF UNIFORM SAMPLES	54.25	
	FIRE SMARTS LLC	PLASTIC BAGS,COLORING BOOKS	502.00	
	FLUKER FARMS	CRICKETS FOR NATURE CENTER REPTILES	30.71	
	FMCSA.DOT	F,SCA QUERY PLAN FOR CDLS	125.00	
	FORCE SCIENCE INSTITUTE LTD	TRAINING REGISTRATION/OSBORN	1,650.00	

Check #	Vendor	Description	Amount Paid	Check Total
	FOXIT SOFTWARE INC	FOXIT PHANTOM PDF STANDARD	129.00	
	FULLSOURCE.COM	UNIFORMS/LAMBERS	48.81	
	GALLERY COLLECTION, PRUDENT PUBLIS	HOLIDAY/BIRTHDAY CARD SUPPLY	334.16	
	GALLERY COLLECTION, PRUDENT PUBLIS	HOLIDAY/BIRTHDAY CARD SUPPLY	238.24	
	GALLS LLC	UNIFORMS	91.45	
	GASB	SUBSCRIPTION RENEWAL	292.00	
	HAMPTON INN	LODGING FOR TRAINING	1,549.70	
	HAMPTON INN	PACKAGE HANDLING FEE	7.50	
	HARRYS LIQUOR STORE	TIPS GIFT BASKET	35.62	
	HEART OF AMERICA GOLF COURSE	KS COMMERCIAL PESTICIDE APPLICATOR	200.00	
	HEART OF AMERICA METRO FIRE CH	QTRLY HOA MEG/LUNCH-WILLIAMS	20.00	
	HEARTLAND NURSERY	FALL DECORATIONS FOR ART SHOW	206.72	
	HEREFORD HOUSE - LEAWOOD	JO.CO.CHIEFS MEETING	16.20	
	HOLIDAY INN	ACCOM/OSBORN	202.28	
	HYATT REGENCY ORANGE COUNTY	GFOA CONFERENCE ACCOM/FRANKEL	590.92	
	HYATT REGENCY ORANGE COUNTY	PARKING REFUND PAID WITH PERSONAL CARD	-28.00	
	HYVEE FOOD STORE	2020 FARMERS ALMANAC	7.54	
	HYVEE FOOD STORE	PARK BOARD MEETING	171.00	
	IFEBP	ANNUAL MEMBERSHIP/SANDERS	325.00	
	IMLA	TELECOMMUNICATIONS WEBINAR-TOMASIC	74.00	
	INTL ASSN OF MASTER PENMEN, ENGROS	DONATION/SAM MCCAFFREE	100.00	
	INTL ASSOC OF CRIME ANALYSTS	COURSE CRIME ANALYSIS-ELLIS	395.00	
	INTL ASSOC OF CRIME ANALYSTS	MEMBERSHIP FEE/ELLIS-SHAW	25.00	
	INTL ASSOC OF FIRE CHIEFS	MEMBERSHIP AND DUES/D.WILLIAMS	265.00	
	INTL CODE COUNCIL	RESIDENTIAL PLUMBING INSEPCTOR	209.00	
	INTL SOCIETY OF CERTIFIED, EMPLOYEE	ANNUAL MEMBERSHIP/SANDERS	335.00	
	IPMA-HR	ANNUAL AGENCY MEMBERSHIP	405.00	
	IRONHORSE GOLF CLUB	TIPS GIFT BASKET	288.00	
	ISA	ISA MEMBERSHIP/BRANICK	280.00	
	JOE'S KANSAS CITY BBQ	DEA TAKEBACK EVENT	48.52	
	JOE'S KANSAS CITY BBQ	MEETING EXPENSE-ORAL BOARD	52.12	
	JOHNSON COUNTY MOTOR VEHICLE	REGISTRATION FEE NEW SWEEPER	33.75	
	JOSE PEPPERS	GOVERNING BODY-EDC WORK SESSION	394.48	
	KACE	MEMBERSHIP/W.THOMPSON,~	171.00	
	KANSAS BOARD OF EMS	EMS LICENSE RENEWAL	30.00	

Check #	Vendor	Description	Amount Paid	Check Total
	KANSAS BOARD OF EMS	EMS LICENSE RENEWALS	120.00	
	KANSAS DEPT OF AGRICULTURE	KS COMMERCIAL PESTICIDE APPLICATOR	50.00	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	1.25	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	1.25	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	8.00	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	7.60	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	1.70	
	KC APWA	WINTER MAINT SUPERVISOR	340.00	
	KC APWA	WINTER MAINT SUPERVISOR TRAINING/DAVIS	85.00	
	KSPE EC GOVERNMENT	TRAINING/SCOVILL	35.00	
	KWIK DRY CLEAN SUPERCENTER	NUTCRACKER COSTUME CLEANING	21.83	
	LAMARS	DONUTS	71.94	
	LANDS END BUSINESS OUTFITTERS	WORK SHIRT RETURN	-35.00	
	LANDS END BUSINESS OUTFITTERS	WORK SHIRT RETURN	-55.95	
	LANDS END BUSINESS OUTFITTERS	WORK SHIRT RETURN	-105.80	
	LYNN PEAVEY CO	EVIDENCE COLLECTION SUPPLIES	143.50	
	MARCONE SUPPLY INC	HVAC PART	39.99	
	MCLAINS	MONTHLY BIRTHDAY CELEBRATION	13.08	
	MICHAELS STORES	SCHOOL CRAFTS	7.15	
	MICHAELS STORES	STORAGE CONTAINERS AND PHOTO CASE	39.79	
	MICHAELS STORES	STORAGE CONTAINERS	13.19	
	MICRO CENTER AR	ETHERNET CABLE,~	24.99	
	MID AMERICA REGIONAL COUNCIL	REGISTRATION CUSTOMER SERVICE/CULBERTSON	145.00	
	MUNICIPAY SERV FEE JO CO KS	CONVENIENCE FEE/REGISTER NEW SWEEPER	3.00	
	MUSIC THEATRE INTERNATIONAL	PERUSALS	20.00	
	MUSIC THEATRE INTERNATIONAL	PERUSALS	25.00	
	MUTUAL INDUSTRIES	28" COLLAPSABLE CONE/PATROL UNITS	843.06	
	NATALIE'S HAPPI NAMES	SHIRT EMBROIDERY/CHANCE	18.50	
	NEEDMYTRANSCRIPT	BACKGROUND INVESTIGATION ~	11.99	
	NETWORK SOLUTIONS LLC	REGISTRATION RENEWAL	64.95	
	NOTHING BUNDT CAKES	MONTHLY BIRTHDAY CELEBRATION	37.44	
	OLATHE ANIMAL HOSPITAL INC	EUTHANIZATION OF BEARDED DRAGON	82.60	
	OLATHE PET SHOP	SUPPLIES FOR NATURE CENTER	58.33	
	PANERA BREAD	LUNCH FOR MEETING	52.24	
	PANERA BREAD	MEETING EXPENSE	77.00	

Check #	Vendor	Description	Amount Paid	Check Total
	PARADISE POINT SAN DIEGO	ACCOM-KENT	674.04	
	PARTY CITY	PLASTIC TABLE CLOTHS	20.96	
	PARTY CITY	PLASTIC TABLE CLOTHS/BAGS AND BOWS	70.05	
	PICKLEMANS GOURMET CAFE	PC WORK SESSION	185.91	
	PICKLEMANS GOURMET CAFE	BZA MEETING	168.42	
	PINOTS PALETTE	TIPS GIFT BASKET	70.00	
	POCKET PRESS INC	POCKET GUIDES TO KS CRIMINAL LAW	242.73	
	RECREATION & PARK ASSOCIATION, KANS	AGENCY MEMBERSHIP RENEWAL	900.00	
	RECREATION & PARK ASSOCIATION, KANS	SAFETY INSPECTOR COURSE AND	525.00	
	RED DOOR HOME STORE	TIPS GIFT BASKET	8.95	
	RYE RESTAURANT	TIPS GIFT BASKET	25.00	
	SAFARILAND LLC	BALLISTIC SHIELD INSTRUCTOR~	-395.00	
	SECTIGO	COMODO SSL/DOMAIN	174.00	
	SECURITY EQUIPMENT	SABRE INSTRUCTOR COURSE/BABALOLA	150.00	
	SHAWNEE MISSION POST	SUBSCRIPTION	64.95	
	SPRINT	IPHONE SCREEN PROTECTOR AND CASE	67.49	
	STAPLES BUSINESS ADVANTAGE	PRINTER CARTRIDGES,GRAPH PAPER	252.96	
	STARBUCKS	TIPS GIFT BASKET	20.00	
	STORAGEMART 0130	MONTHLY STORAGE RENTAL	399.99	
	SUPER SHUTTLE*	TRANSPORTATION-HOTEL TO AIRPORT	21.00	
	TARGET	BOTTLED WATER	19.12	
	TC LIFE SAFETY	CARBON MONOXIDE TESTERS	53.66	
	THE INN AT TALLGRASS	ACCOM/MAIS	426.32	
	THINGS REMEMBERED	AWARDS-DINNER SUPPLIES	335.96	
	TOPCOAT	POLISH FOR EQUIPMENT	134.92	
	TRUMAN HEARTLAND FOUNDATION	KCMPRDA BOARD AND COMMISSIONERS BANQUET	400.00	
	TST MARTIN CITY	MEETING EXPENSE	80.00	
	TYLER BUSINESS FORMS	W-2,1099 - TAX FORMS	609.24	
	UNIVERSITY OF KS	TRAINING/JOHNSON,SHERRY,~	540.00	
	US FLEET TRACKING	MONTHLY CHARGES/INVESTIGATIONS	39.95	
	WALMART	OFFICE SUPPLIES	12.68	
	WALMART	TRICK OR TREATING FOR JUSTICE CENTER	44.22	
	YANKEE CANDLE CO INC	TIPS GIFT BASKET	29.50	**31,472.34**

Check #	Vendor	Description	Amount Paid	Check Total
12102109	COMMERCE BANK			
	ACROSS THE STREET PRODUCTIONS, BL	TRAINING/KLINE	385.00	**385.00**
13111219	KC POWER & LIGHT CO	POWER SERVICE	28.24	**28.24**
14681219	KC POWER & LIGHT CO	POWER SERVICE	94.24	**94.24**
17271219	KC POWER & LIGHT CO	POWER SERVICE	73.75	**73.75**
19751219	KC POWER & LIGHT CO	POWER SERVICE	250.23	**250.23**
20661219	KC POWER & LIGHT CO	POWER SERVICE	18.14	**18.14**
20711219	KC POWER & LIGHT CO	POWER SERVICE	21.78	**21.78**
23851219	KC POWER & LIGHT CO	POWER SERVICE	18.90	**18.90**
28801219	KC POWER & LIGHT CO	POWER SERVICE	63.68	**63.68**
34031219	KC POWER & LIGHT CO	POWER SERVICE	124.58	**124.58**
34681219	KC POWER & LIGHT CO	POWER SERVICE	96.88	**96.88**
36721219	KC POWER & LIGHT CO	POWER SERVICE	59.66	**59.66**
38571219	KC POWER & LIGHT CO	POWER SERVICE	40.99	**40.99**
38731219	KC POWER & LIGHT CO	POWER SERVICE	163.22	**163.22**
38961219	KC POWER & LIGHT CO	POWER SERVICE	228.61	**228.61**
39291219	KC POWER & LIGHT CO	POWER SERVICE	117.73	**117.73**
39771219	KC POWER & LIGHT CO	POWER SERVICE	131.57	**131.57**
40321219	KC POWER & LIGHT CO	POWER SERVICE	125.44	**125.44**
41551219	KC POWER & LIGHT CO	POWER SERVICE	259.87	**259.87**
47131219	KC POWER & LIGHT CO	POWER SERVICE	59.09	**59.09**
48011219	KC POWER & LIGHT CO	POWER SERVICE	106.57	**106.57**

Check #	Vendor	Description	Amount Paid	Check Total
50351219	KC POWER & LIGHT CO	POWER SERVICE	42.89	**42.89**
50651219	KC POWER & LIGHT CO	POWER SERVICE	203.96	**203.96**
53721219	KC POWER & LIGHT CO	POWER SERVICE	59.44	**59.44**
55021219	KC POWER & LIGHT CO	POWER SERVICE	5,078.81	**5,078.81**
55991219	KC POWER & LIGHT CO	POWER SERVICE	104.71	**104.71**
56451219	KC POWER & LIGHT CO	POWER SERVICE	72.48	**72.48**
57551219	KC POWER & LIGHT CO	POWER SERVICE	423.36	**423.36**
59511219	KC POWER & LIGHT CO	POWER SERVICE	18.14	**18.14**
62071219	KC POWER & LIGHT CO	POWER SERVICE	97.13	**97.13**
62641219	KC POWER & LIGHT CO	POWER SERVICE	218.24	**218.24**
63501219	KC POWER & LIGHT CO	POWER SERVICE	83.21	**83.21**
63591219	KC POWER & LIGHT CO	POWER SERVICE	39.60	**39.60**
64981219	KC POWER & LIGHT CO	POWER SERVICE	28.09	**28.09**
69341219	KC POWER & LIGHT CO	POWER SERVICE	88.04	**88.04**
69771219	KC POWER & LIGHT CO	POWER SERVICE	472.51	**472.51**
70491219	KC POWER & LIGHT CO	POWER SERVICE	31.55	**31.55**
72501219	KC POWER & LIGHT CO	POWER SERVICE	164.01	**164.01**
75371219	KC POWER & LIGHT CO	POWER SERVICE	109.30	**109.30**
77651219	KC POWER & LIGHT CO	POWER SERVICE	35.65	**35.65**
78941219	KC POWER & LIGHT CO	POWER SERVICE	50.18	**50.18**
80801219	KC POWER & LIGHT CO	POWER SERVICE	70.07	**70.07**
82441219	KC POWER & LIGHT CO	POWER SERVICE	39.97	**39.97**

Check #	Vendor	Description	Amount Paid	Check Total
83171219	KC POWER & LIGHT CO	POWER SERVICE	20.22	**20.22**
85341219	KC POWER & LIGHT CO	POWER SERVICE	29.01	**29.01**
86161219	KC POWER & LIGHT CO	POWER SERVICE	788.06	**788.06**
90641219	KC POWER & LIGHT CO	POWER SERVICE	20.32	**20.32**
92021219	KC POWER & LIGHT CO	POWER SERVICE	466.85	**466.85**
93711219	KC POWER & LIGHT CO	POWER SERVICE	77.77	**77.77**
97791219	KC POWER & LIGHT CO	POWER SERVICE	10,365.63	**10,365.63**
99781219	KC POWER & LIGHT CO	POWER SERVICE	60.23	**60.23**

125 checks in this report.

Grand Total All Checks: **201,165.75**

CITY OF LEAWOOD
Check Date 12/11/2019
Ordinance 2019-49

Final Check List

Check #	Vendor	Description	Amount Paid	Check Total
104541	REINHART FOODSERVICE	PREPARED FOOD	771.07	**771.07**
104542	10ZIG TECHNOLOGY INC	10ZIG TERMINIALS FOR IRONHORSE	3,458.69	**3,458.69**
104543	ABBEY-SIMONS CO	Roller Shades for Vista 154	2,775.00	**2,775.00**
104544	AGGREGATES, JOHNSON COUNTY	MATERIALS & SUPPLIES	123.93	**123.93**
104545	ALLIED OIL & TIRE COMPANY	MATERIALS & SUPPLIES	614.80	**614.80**
104546	AMERICAN SENTRY ELECTRONIC SYS	SERVICE ALARM SYSTEM	130.75	**130.75**
104547	APAC KANSAS INC	LANDFILL FEE	528.00	
		LANDFILL FEE	264.00	
		LANDFILL FEE	286.00	**1,078.00**
104548	APCO INTERNATIONAL INC	APCO MEMBERSHIPS (11)	873.00	**873.00**
104549	AT&T	INTERNET	1,148.32	**1,148.32**
104550	AT&T	INTERNET	1,142.79	**1,142.79**
104551	ATHCO LLC	MATERIALS & SUPPLIES	250.00	**250.00**
104552	BELFOR USA GROUP, INC.	ADMIN CONTRACTUAL EXPENSE	653.50	**653.50**
104553	BERNIE ELECTRIC WHOLESALE INC	ELECTRICAL SUPPLIES	340.67	**340.67**
104554	BLACK & MCDONALD	2019 STREET LIGHT AND TRAFFIC SIGNAL	18,224.34	**18,224.34**
104555	BOLTON, JAMES	UNIFORM/CLOTHING	198.00	**198.00**
104556	BOUND TREE MEDICAL LLC	TRAINING	70.56	**70.56**

Check #	Vendor	Description	Amount Paid	Check Total
104557	C & C GROUP DIVISIONS	HVAC SERVICE	335.00	
		HVAC SERVICE	503.52	
		EQUIP. MAINT. SUPPLIES	485.00	
		BUILDING/GROUNDS MAINT.	446.00	
		BUILDING/GROUNDS MAINT.	485.00	**2,254.52**
104558	CAMELOT COURT LLC	CAMELOT COURT CID PAYMENT	297,597.64	**297,597.64**
104559	CAREERBUILDER GOVT SOLUTIONS	JOB POSTING - AQUATICS	175.00	**175.00**
104560	CBIZ RETIREMENT PLAN SERVICES	OPEB ACTUARIAL VALUATION FOR GASB 75	4,750.00	**4,750.00**
104561	CDW GOVERNMENT INC	FORTINET LIC	85.00	**85.00**
104562	CHETS LOCK & KEY	EQUIP. MAINT. SUPPLIES	22.48	**22.48**
104563	CHIC ADEES TROPHY	AWARD PLATES	30.00	**30.00**
104564	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT	218.45	
		VEHICLE MAINT	148.33	**366.78**
104565	CONTINENTAL CONSULTING ENGNRS	LEAWOOD CITY PARK TRAIL, PROJECT 1602-06	5,000.00	**5,000.00**
104566	CORPORATE HEALTH KU MEDWEST	2019 FLU SHOTS - 10/30/19 (62)	2,170.00	**2,170.00**
104567	CREWSENSE LLC	MISC. SERVICES	3,113.76	**3,113.76**
104568	CUMMINS SALES AND SERVICE INC	VEHICLE MAINTENANCE	7.30	**7.30**
104569	DATCO INC	UNIFORMS	20.00	
		UNIFORMS	1,219.35	**1,239.35**
104570	DESIGN MECHANICAL INC	EQUIP. MAINT. SUPPLIES	561.75	**561.75**
104571	DOCUMART INC	PRINTING AND BINDING	616.61	**616.61**
104572	ELLIOTT EQUIPMENT COMPANY	EQUIP. MAINT. SUPPLIES	-681.87	
		EQUIP. MAINT. SUPPLIES	681.87	
		PART FOR PUBLIC WORKS VEHICLE 472:	1,214.27	**1,214.27**
104573	EMPLOYERS RESOURCE LLC	MISC CONSULTING SERVICES	450.00	**450.00**

Check #	Vendor	Description	Amount Paid	Check Total
104574	EXCEL LINEN SUPPLY	LINEN CLEANING	218.39	**218.39**
104575	FACTORY MOTOR PARTS CO	VEHICLE MAINTENANCE	625.76	**625.76**
104576	FASTSIGNS	MATERIALS & SUPPLIES	195.14	**195.14**
104577	FISHER PATTERSON SAYLER	ATTORNEY'S FEES SUBJECT TO INSURANCE	3,760.50	**3,760.50**
104578	FITZGERALD, COLIN	MILEAGE REIMBURSEMENT	59.16	**59.16**
104579	FOLEY INDUSTRIES	CORRECTED INVOICE	-688.68	
		EQUIPMENT RENTAL	688.68	
		EQUIPMENT RENTAL	631.24	**631.24**
104580	FORCE AMERICA LLC	MATERIALS & SUPPLIES	75.00	**75.00**
104581	GALLS LLC	UNIFORMS	26.10	
		UNIFORMS	439.95	
		DUTY GEAR	209.73	
		UNIFORMS	439.95	**1,115.73**
104582	GAME TIME, C/O CUNNINGHAM RECR	ZIP LINE SEAT/ROPE ASSEMBLY	1,251.45	**1,251.45**
104583	GEAR FOR SPORTS	UNIFORM/CLOTHING	41.77	
		UNIFORM/CLOTHING	-38.00	**3.77**
104584	GEMPLERS	UNIFORM/CLOTHING	59.00	**59.00**
104585	GRASS PAD INC	BLDG/GROUND SUPPLIES	358.50	**358.50**
104586	H W LOCHNER INC	DESIGN SERVICES FOR ROE AVE WALL REPAIR	935.00	**935.00**
104587	HEN HOUSE BALLS FOOD STORES	SHIFT HOLIDAY MEALS	197.00	
		MEETING SUPPLIES	49.27	
		MEETING SUPPLIES	25.00	
		MEETING SUPPLIES	11.42	
		MEETING SUPPLIES	9.16	
		MEETING SUPPLIES	9.98	**301.83**
104588	HERITAGE-CRYSTAL CLEAN	CITYU FACILITY MAINT.	2,550.95	**2,550.95**

Check #	Vendor	Description	Amount Paid	Check Total
104589	IMSA	CERTIFICATION RENEWAL - TONY LINZ	80.00	
		CERTIFICATION RENWAL - B.BARNETT	40.00	
		CERTIFICATION RENEWAL - B.KNUDTSON	40.00	
		CERTIFICATION RENEWAL - F.PEOPLES	40.00	
		CERTIFICATION RENEWAL - S.SLOAN	40.00	
		CERTIFICATION RENEWAL - J.PEEVLER	40.00	**280.00**
104590	INTERSTATE ELECTRICAL SUPPLY	MATERIAL & SUPPLIES	188.28	**188.28**
104591	J M FAHEY CONSTRUCTION CO	ASPHALT	413.29	**413.29**
104592	JO CO TREASURER	2019 WASTEWATER CAPITAL	8,160.06	**8,160.06**
104593	JO CO WASTEWATER	WASTEWATER SERVICE	16.15	
		WASTEWATER SERVICE	16.15	**32.30**
104594	JOHNSON, SHAWN	MILEAGE REIMBURSEMENT	13.75	**13.75**
104595	KA COMM INC	EQUIPMENT AMINT	22.50	
		EQUIPMENT MAINT	26.85	
		EQUIPMENT MAINT	13.33	**62.68**
104596	KANSAS BAR ASSOCIATION	MEMBERSHIP DUES - M.KNIGHT	170.00	
		MEMBERSHIP DUES - A.TOMASIC	170.00	**340.00**
104597	KANSAS CITY FIRST AID LLC	EQUIP. MAINT. SUPPLIES	86.95	
		EQUIP. MAINT. SUPPLIES	45.88	
		STATION FIRST AID SUPPLIES	35.84	**168.67**
104598	KANSAS DEPT OF REVENUE	CEREAL MALT BEVERAGE LICENSE PMT	50.00	**50.00**
104599	KANSAS DEPT OF REVENUE	VEHICLE PLATES	35.00	**35.00**
104600	KANSAS GOLF & TURF INC	5 GALLON PAIL	108.68	**108.68**
104601	KANSAS STATE TREASURER	COLLECTION BATCH #50585	8,429.50	**8,429.50**
104602	KBSIII PARK PLACE VILLAGE	PARK PLACE TDD PAYMENT	176,486.93	**176,486.93**
104603	KIERL-LATENSER, MARY	INSTRUCTOR FEES	360.00	**360.00**

Check #	Vendor	Description	Amount Paid	Check Total
104604	KINCAID READY MIX	CONCRETE	387.50	**387.50**
104605	KLAMM, SCOTT	MUSICIANS - OXFORD SCHOOL HOLIDAY EVENT	300.00	**300.00**
104606	KONICA MINOLTA BUSINESS SOL	COPY MACHINE MAINTENANCE	55.55	
		COPY MACHINE MAINTENANCE	1,855.60	**1,911.15**
104607	KU ENDOWMENT, GIFT PROCESSING	KU LIBRARIES ENRICHMENT - LANORA MOORE	100.00	**100.00**
104608	LAWN-CORPS, INC	YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	
		YARD WASTE DROP OFF	15.00	**180.00**
104609	LAWSON PRODUCTS INC	MATERIALS & SUPPLIES	670.47	**670.47**
104610	LEAWOOD CHAMBER OF COMMERCE	ANNUAL MEETING - TABLE SPONSOR	495.00	**495.00**
104611	LEGAL RECORD	HEARING - 11400 CAMBRIDGE RD.	13.12	
		ORDINANCE PUBLICATIONS	58.04	
		ORDINANCE PUBLICATIONS	116.73	
		ORDINANCE PUBLICATIONS	51.15	**239.04**
104612	LIVE 4 DANZ INC	DEVELOPING DANCERS CLASSES	803.40	**803.40**
104613	MAIL IT	I-LAN/GEZER SISTER POSTAGE	109.16	**109.16**
104614	MCKEEVERS PRICE CHOPPER	MATERIALS & SUPPLIES	219.60	**219.60**
104615	METAL BY THE FOOT INC	BUILDING/GROUNDS MAINT.	31.20	**31.20**

Check #	Vendor	Description	Amount Paid	Check Total
104616	MICRO CENTER AR	MATERIALS & SUPPLIES	659.88	**659.88**
104617	MURPHY TRACTOR & EQUIPMENT CC	EQUIP. MAINT. SUPPLIES	356.62	
		EQUIP. MAINT. SUPPLIES	942.00	**1,298.62**
104618	NEENAH FOUNDRY CO	200 MANHOLE LIDS "CITY OF LEAWOOD"	19,400.00	**19,400.00**
104619	NEXT TO NATURE LANDSCAPE LLC	PARKS TRAFFIC MEDIAN MOWING CONTRACT	2,294.00	**2,294.00**
104620	NFPA	TRAINING	175.00	**175.00**
104621	NIGROS WESTERN STORE # 2	UNIFORM/CLOTHING	197.94	**197.94**
104622	O'REILLY AUTO PARTS	MATERIALS & SUPPLIES	18.98	
		EQUIP. MAINT. SUPPLIES	7.99	**26.97**
104623	OVERLAND PK CHAMBER OF COMME	CONVENER RECEPTION - SPONSOR FEE	100.00	**100.00**
104624	PEACE OFFICERS ASSOCIATION, KAN	KPOA MEMBERSHIPS-52	1,300.00	**1,300.00**
104625	PEPSI BEVERAGES COMPANY	BEVERAGES	142.46	**142.46**
104626	PET CREMATION SERVICES	ANIMAL CREAMATIONS	180.00	**180.00**
104627	PLOWBOYS BARBEQUE OF KS INC	2019 Employee Luncheon	7,562.36	**7,562.36**
104628	PRAXAIR DISTRIBUTION INC 493	INDUSTRIAL ACETYLENE	388.46	**388.46**
104629	PROFESSIONAL TURF PRODUCTS	EQUIP. MAINT. SUPPLIES	136.98	
		EQUIPMENT SUPPLIES	45.65	
		EQUIPMENT SUPPLIES	184.46	**367.09**
104630	RANCH MART ACE HARDWARE	MATERIAL & SUPPLIES	21.97	
		MATERIAL & SUPPLIES	21.18	
		MATERIAL & SUPPLIES	19.96	**63.11**
104631	REGIONAL JUSTICE INFORMATION	LEWEB SUBSCRIPTION FEE	87.01	**87.01**
104632	REINDERS INC	BLDG/GROUND SUPPLIES	513.61	
		SUPPLIES	188.22	**701.83**

Check #	Vendor	Description	Amount Paid	Check Total
104633	SAMS CLUB DIRECT	OPERATING SUPPLIES	2,144.77	**2,144.77**
104634	SCHUTTE LUMBER CO	EQUIP. MAINT. SUPPLIES	472.19	**472.19**
104635	SHERRY, MICHELLE	PARKING REIMBURSEMENT	13.75	**13.75**
104636	SHRED-IT USA LLC	SHREDDING SERVICE	319.20	**319.20**
104637	STALLARD TECHNOLOGIES INC	MATERIALS & SUPPLIES	60.00	**60.00**
104638	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	37.99	
		OFFICE SUPPLIES	20.04	
		MATERIALS & SUPPLIES	27.09	
		MATERIALS & SUPPLIES	10.01	
		MATERIALS & SUPPLIES	21.04	
		MATERIALS & SUPPLIES	45.00	
		MATERIALS & SUPPLIES	41.63	
		MATERIALS & SUPPLIES	110.71	
		MATERIALS & SUPPLIES	299.12	
		MATERIALS & SUPPLIES	52.68	
		MATERIALS & SUPPLIES	5.69	
		MATERIALS & SUPPLIES	45.46	
		OFFICE SUPPLIES	31.10	
		OFFICE SUPPLIES	149.94	
		MATERIALS & SUPPLIES	26.82	
		MATERIALS & SUPPLIES	25.54	
		MATERIAL & SUPPLIES	195.15	**1,145.01**

Check #	Vendor	Description	Amount Paid	Check Total
104639	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE	34.50	
		YARD WASTE TIP FEE	20.00	
		YARD WASTE TIP FEE	24.00	
		BLDG/GROUND SUPPLIES	235.50	
		BLDG/GROUND SUPPLIES	83.72	
		YARD WASTE TIP FEE	35.00	
		YARD WASTE TIP FEE	63.00	
		YARD WASTE TIP FEE	63.00	
		YARD WASTE TIP FEE	45.00	
		YARD WASTE TIP FEE	45.00	
		YARD WASTE TIP FEE	45.00	
		YARD WASTE TIP FEE	45.00	
		YARD WASTE TIP FEE	45.00	
		YARD WASTE TIP FEE	45.00	
		YARD WASTE TIP FEE	20.00	
		YARD WASTE TIP FEE	24.00	
		YARD WASTE TIP FEE	40.00	**912.72**
104640	SUNFLOWER PEST SOLUTIONS INC	PEST SERVICES	50.00	**50.00**
104641	SUPERIOR SIGNALS INC	EQUIP. MAINT. SUPPLIES	637.70	
		EQUIP. MAINT. SUPPLIES	133.98	
		EQUIP. MAINT. SUPPLIES	364.58	
		EQUIP. MAINT. SUPPLIES	587.35	**1,723.61**
104642	TIME WARNER CABLE	CABLE	39.61	**39.61**
104643	TOWN & COUNTRY BLDG SERVICES	BLANKET PO TO COVER ANNUAL BUILDING	1,050.00	
		BLANKET PO TO COVER ANNUAL BUILDING	475.00	
		BLANKET PO TO COVER ANNUAL BUILDING	700.00	
		BLANKET PO TO COVER ANNUAL BUILDING	439.00	
		11/22/2019 CARPET CLEAN	85.00	
		BLANKET PO TO COVER ANNUAL BUILDING	220.00	**2,969.00**
104644	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL INVESTIGATION SERVICES	50.00	**50.00**
104645	TRAVELERS	SCOTT LITIGATION DEDUCTIBLE - LEGAL FEES	4,176.79	**4,176.79**

Check #	Vendor	Description	Amount Paid	Check Total
104646	UNITED COMMUNITY SERVICES	UNITED COMMUNITY SERVICES 2020 HOUSING	5,000.00	**5,000.00**
104647	VANCE BROS INC	ASPHALT	70.00	
		BLANKET PO: 2019 ASPHALT FOR STREETS	1,783.50	**1,853.50**
104648	VERMEER SALES & SERVICE INC	SUPPLIES	243.95	
		EQUIP. MAINT. SUPPLIES	67.35	
		EQUIP. MAINT. SUPPLIES	53.09	
		EQUIP. MAINT. SUPPLIES	194.67	**559.06**
104649	WALKER TOWEL & UNIFORM SERVICI	MAT CLEANING	104.71	
		MAT CLEANING	104.71	
		MAT CLEANING	104.71	
		MAT CLEANING	137.96	
		MAT CLEANING	131.43	**583.52**
104650	WALLACE, STEVEN	PARKING REIMBURSEMENT	12.75	**12.75**
104651	WASTE MANAGEMENT OF KANSAS IN	TRASH DISPOSAL	49.00	
		TRASH DISPOSAL	49.00	
		TRASH DISPOSAL	217.38	
		TRASH DISPOSAL	265.74	
		TRASH DISPOSAL	283.77	**864.89**

Check #	Vendor	Description	Amount Paid	Check Total
104652	WATER DISTRICT 1 JO CO	WATER SERVICE	90.82	
		WATER SERVICE	64.90	
		WATER SERVICE	25.10	
		WATER SERVICE	17.80	
		WATER SERVICE	25.10	
		WATER SERVICE	44.20	
		WATER SERVICE	25.10	
		WATER SERVICE	37.92	
		WATER SERVICE	19.06	
		WATER SERVICE	64.90	
		WATER SERVICE	64.90	
		WATER SERVICE	64.90	
		WATER SERVICE	80.55	
		WATER SERVICE	51.68	**676.93**
104653	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	105.84	**105.84**
104654	WEX BANK	MOTORCYCLE FUEL	13.55	**13.55**
104655	WINFIELD SOLUTIONS LLC	COURSE SUPPLIES	161.70	**161.70**
104656	ZOLL MEDICAL CORPORATION	EXPENDABLE EQUIP	1,091.65	**1,091.65**
2601219	KC POWER & LIGHT CO	POWER SERVICE	30.44	**30.44**
3141219	KC POWER & LIGHT CO	POWER SERVICE	33.20	**33.20**
3381219	KC POWER & LIGHT CO	POWER SERVICE	333.94	**333.94**
5091219	KC POWER & LIGHT CO	POWER SERVICE	190.08	**190.08**
6041219	KC POWER & LIGHT CO	POWER SERVICE	55.78	**55.78**
6241219	KC POWER & LIGHT CO	POWER SERVICE	28.95	**28.95**
6401219	KC POWER & LIGHT CO	POWER SERVICE	163.51	**163.51**
6541219	KC POWER & LIGHT CO	POWER SERVICE	34.73	**34.73**
8381219	KC POWER & LIGHT CO	POWER SERVICE	547.79	**547.79**

Check #	Vendor	Description	Amount Paid	Check Total
:4101219	KC POWER & LIGHT CO	POWER SERVICE	158.80	**158.80**
:6171219	KC POWER & LIGHT CO	POWER SERVICE	249.65	**249.65**
:2031219	KC POWER & LIGHT CO	POWER SERVICE	29.83	**29.83**
;0421219	KC POWER & LIGHT CO	POWER SERVICE	20.38	**20.38**
;8831219	KC POWER & LIGHT CO	POWER SERVICE	53.02	**53.02**
;9121219	KC POWER & LIGHT CO	POWER SERVICE	33.32	**33.32**
;4341219	KC POWER & LIGHT CO	POWER SERVICE	173.24	**173.24**
;5431219	KC POWER & LIGHT CO	POWER SERVICE	32.05	**32.05**
'5521219	KC POWER & LIGHT CO	POWER SERVICE	19.99	**19.99**
;3131219	KC POWER & LIGHT CO	POWER SERVICE	169.24	**169.24**
;6511219	KC POWER & LIGHT CO	POWER SERVICE	51.85	**51.85**

136 checks in this report.

Grand Total All Checks: 626,579.52

Return to Agenda

DRAFT

7.B.

Regular Meeting

THE LEAWOOD CITY COUNCIL

December 2, 2019

Minutes

DVD No. 453

The City Council of the City of Leawood, Kansas, met in regular session in the Council Chambers, 4800 Town Center Drive, 7:00 P.M. on Monday, December 2, 2019. Mayor Peggy Dunn presided.

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

Councilmembers Absent: None

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

Others Present: Kevin Jeffries, President, Chief Executive Officer and Director of Economic Development, Leawood Chamber of Commerce

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

Mayor Dunn stated the agenda had been amended to continue recognition of April Bishop to the December 16, 2019 Governing Body meeting.

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

3. CITIZEN COMMENTS

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

Mayor Dunn stated members of the public signed in to speak on a non-agenda topic would be called upon in order of sign-in. Mr. Jeffries, who had signed in to speak on Agenda Item 14.A. would be called when that item was reached on the agenda.

Mr. Tom Dusterhoft, 4800 W. 135th Street, Suite 270, owner of Massage Heights, stated the company is an ethical membership-based massage franchise in business for 11 years and employing 20 therapists. He thanked the Governing Body for past and present opportunities to speak. Mr. Dusterhoft expressed concern about changing requirements for massage therapists and the licensing process. The market for massage therapists is competitive, with more demand than supply. If revisions are not well-crafted, therapists could be lost and businesses could be damaged or at a disadvantage. He suggested input from business owners be sought and offered his services in this regard. He opined that Lenexa licensing laws are very consistent with current practice. He understands there is a January 2020 meeting on the topic.

Mayor Dunn stated she was not familiar with the changes and deferred to Mr. Lambers. She stated if the topic was to be discussed in the future the City Clerk would notice Mr. Dusterhoft, who would be welcome to attend. Mr. Lambers stated area cities have been working for more commonality for consistent requirements for massage therapists and operations, before emergence of recent issue. This is still at the Staff level and he anticipated this would come forward in about 60 days, likely in February, for ordinance consideration.

Ms. Bennett confirmed to Councilmember Azeltine that Leawood's ordinance is 20 years old and needs revision and clean-up in regard to licensing and enforcement. Leawood is looking to make changes similar to those made by neighboring Johnson County cities.

Councilmember Harrison inquired if there would be a grace period or grandfathering if the ordinance is revised. Mr. Bennett stated current licenses would continue, but would be expected to conform at the next license renewal.

Mr. Rick Brown, 9614 High Drive, stated he lives behind 96th Street and Lee Boulevard. Neighbors have not been able to equitably weigh-in on redevelopment of the site. He expressed concern about the two-level building being proposed, as the profile would be higher than the surrounding area. A residential property to the south has been purchased by the City, and the structure is to be demolished for a potential park. Also, concern about who in the neighborhood would have the opportunity to voice their preferences.

Mayor Dunn confirmed the property had been purchased. She stated deed restrictions are in place in regard to single-family residential, and this had been part of the conversation at a recent Leawood Estates Home Owners Association meeting. Mr. Lambers stated the City has completed the sale for property of less than one acre, and the next step would be demolition of the structure and Police Station antennae. Residents required to participate in removal of the deed restrictions would receive notice and instructions by certified letter. Deed restrictions of concern are for no commercial use, and question is would a park be for a commercial use, and also for farm animals. Once restrictions are removed, the City would start the planning process. The City had to own the property before plans could be submitted and Work Sessions will be held. There would be a preliminary plan, revised plat and probably rezoning, to go before the Planning Commission and Governing Body. There would be opportunities to speak at two public hearings at the Planning Commission and Governing Body meetings. He stated the City needs to move forward with the new Fire Station, so the Final Plan for the station may go forward concurrently with the Preliminary Plan for the property.

Mayor Dunn stated this has been a deliberative process. There was one public hearing in Chambers with theme of desiring a passive park, no sports, but the City is very far from final plan. As pointed out by Mr. Lambers, there are a number of steps in the planning process. She stated Mr. Dusterhoft would certainly be in proximity to receive a certified letter and have comments heard.

Ms. Charlotte Shaw, 9618 High Drive, stated her property backs up to property purchased by City for a hefty price. She questioned the wisdom of this large expenditure for property with deed restriction for residential only, and if the City thought it would just proceed regardless. Having any type of park is not needed because City Park, and all its amenities, is located just 1.5 miles south and Brook Beatty Park is 1.4 miles to the north. Plans and extensive drawings she has seen show a potential pavilion maybe utilizing the existing structures and a two-story new Fire Station with elevator access to a meeting room at significant cost. An architect has been paid for two plans for the new Fire Station. The new Fire Station should be kept to one-story and the Old City Hall used for meeting space. The existing Fire Station and Old City Hall hold to the dignity and character of the area. A park behind their properties is unwanted and residents were never asked about the park or the Community Garden. The gardens were just installed, and have not been properly cared for and cleaned up. They are unpleasant to look at during winter months. She offered to show photographs.

Mayor Dunn state the City had conceptual drawings of new Fire Station prior to purchase of the residential property. Use will depend on what happens with the deed restrictions and there would be opportunities to voice opinions. She sympathized in regard to the condition of the Community Garden; there is a real desire to remedy the appearance.

Councilmember Filla stated she serves on Community Garden Task Force and it was hoped to use this location for one more season. She invited Ms. Shaw to participate in the Task Force. She stated what had been a one and one-half year pilot garden was extended several years in search of a permanent location. A site in Ironwoods Park has been identified. She expressed appreciation for the comments, agreeing the pilot garden site was not kept as tidy as should have been, lacking formal regulations to be developed for a permanent site.

Ms. Ellen Brown, 9614 High, inquired about the deed restriction process. Mr. Lambers stated the process to approve a change in deed restrictions, established by the Kroh Brothers, is extremely detailed and convoluted, requiring a certain number of property owners within a certain distance, representing 51% of front yard lineage, to approve the change. A map has been prepared to identify these property owners and their amount of linear footage. The map was provided to the Leawood Estates HOA, so the HOA could provide to their residents. Deed restrictions can only be removed every five years, taking place after 2020, but before 2025. Ms. Brown stated she attended the HOA meeting and she did not receive any paperwork or map, which she would like to see. Mr. Lambers asked Ms. Brown to contact him tomorrow in regard to the map. Certified letters should be distributed mid-January.

Councilmember Osman expressed appreciation for citizen attendance and communications, as the City cannot know concerns unless they are provided. As part of the Council for eight years, he has seen the City be open and communicate with residents. The Governing Body does not participate in back-room deals or proceed haphazardly. The first Governing Body Work Session on redevelopment of the site was eight years ago, after the vote approving the Police Department relocation to Town Center Parkway. As part of master planning, the City has to decide what must be done with the site, the historic Old City Hall, the old and bandaged existing Fire Station that should have been replaced five to seven years ago, and the cell phone tower that could not be removed until the lease expired. The City has had, and will continue to have, multiple Work Sessions and open communications with residents on the topic. The plan of possible location of the new Fire Station on the site was provided to the HOA about two to two and one-half years ago. Discussion will continue with input from Staff and residents to determine what is best for City.

Councilmember Rawlings stated for the record that he would contact the management company for the Leawood Estates HOA to ensure action is taken in regard to communications, and afterwards would speak with Mr. Lambers. Mr. Lambers stated the matter was not real time sensitive, given the time of year.

Mayor Dunn thanked residents for their attendance and comments.

4. PROCLAMATIONS - None

5. PRESENTATIONS/RECOGNITIONS **City Prosecutor Marcia Knight, Prosecutor of the Year**

Ms. Bennett wanted to share news of the award. She is thrilled with the education, abilities and professionalism of Ms. Knight, sentiments echoed by all Municipal Court and the Police Department Staff. Ms. Knight is a real asset to the Legal Department. She was honored by the Kansas Highway Patrol Drug and Alcohol Evaluation Unit with their first "Prosecutor of the Year" award in regard to prosecution of traffic safety laws.

Ms. Knight was surprised, humbled and honored to receive the award, which she did not bring, and she thanked the City for the recognition. She loves her job and Leawood has a stellar Police Department which makes her job so much easier. Ms. Knight introduced her children in attendance.

Mayor Dunn offered congratulations and suggested Ms. Bennett take a photograph of the award which would be shared with the Council.

April Bishop, Cultural Arts Coordinator, retiring after 15 years of service [2004-2019]
[Continued to the December 16, 2019 Governing Body Meeting]

Debra Harper, City Clerk, retiring after 19 years of service [2000-2019]

Mayor Dunn asked Ms. Harper to come forward. Mayor Dunn read the inscription on a crystal award for Ms. Harper's outstanding and distinguished service as a Paralegal from March 6, 2000 to September 9, 2002, and City Clerk from September 10, 2002 to December 31, 2019. Mayor Dunn presented the award, stating great appreciation from the Governing Body and thanking Ms. Harper for unbelievable dedication to the community and personal service to her.

A round of applause was offered.

Ms. Harper was humbled and offered heartfelt thanks. She leaves with peace of mind that the Clerk's office would be in great hands. Ms. Varner and Ms. Jacobus possess strong values and ethics, and are high-caliber, professional and hard-working. She has loved and immensely enjoyed working at the City. Mayor Dunn wished Ms. Harper the best on her continued journey and future plans, and stated she would be leaving huge shoes to fill.

6. SPECIAL BUSINESS

A. Approve City Administrator's recommendation of appointment of Kelly Varner as City Clerk, effective December 7, 2019

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

Ms. Harper administered the oath of office to swear-in Ms. Varner, with appointment effective December 7, 2019. Mayor Dunn welcomed Ms. Varner.

B. Public Hearing - Amendments to 2019 Fiscal Budget

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

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

C. **Resolution No. 5272**, adopting amendments to the 2019 Fiscal Budget for the City of Leawood, Kansas

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

7. CONSENT AGENDA

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

A. Accept Appropriation Ordinance Nos. 2019-46 and 2019-47
B. Accept minutes of the November 18, 2019 Governing Body meeting
C. Accept minutes of the October 10, 2019 Sustainability Advisory Board
D. Accept Minutes of October 8, 2019 Parks & Recreation Advisory Board Meeting
E. Accept Minutes of the August 28, 2019 Stormwater Management Committee Meeting
F. Approve Appointment of Presiding Officers for 2020
G. Approve renewal of Cereal Malt Beverage (CMB) License for Walgreens Co., located at 4701 Town Center Drive
H. Approve renewal of Cereal Malt Beverage (CMB) License for Walgreens Co., located at 5230 W 151st Street
I. Approve renewal of Cereal Malt Beverage (CMB) License for Breakout KC, located at 11535 Ash Street
J. Approval of MACPP CO-OP Bid in the total amount of $95,706.00 from Shawnee Mission Ford to purchase One (1) 2020 Ford Escape 4x4SE (Community Development Unit 502); and Two (2) 2020 Ford F-450 Super Cab & Chassis 4x2 (Public Works Unit 440 and Unit 441)
K. Approval of MACPP CO-OP Bid in the total amount of $51,498.00 from American Equipment for Two (2) service bodies (Public Works Unit 440 and Unit 441)
L. **Resolution No. 5273**, approving the recommended distribution of alcohol taxes by Johnson County Drug and Alcoholism Council [DAC] for allocations of the 2020 alcohol tax fund for an amount not to exceed $350,000 – *CONTINUED FROM THE NOVEMBER 18, 2019 GOVERNING BODY MEETING*

M. **Resolution No. 5274,** approving the 2020 Human Service Fund Recommendation from United Community Services of Johnson County [UCS] and the City of Leawood's participation for an amount of $16,500.00

N. **Resolution No. 5275**, adopting the 2020 Fee Schedule for fees not specifically provided for in the Code of the City of Leawood, 2000, and rescinding Resolution No. 5135, in accordance with § 1-701 of the Code of the City of Leawood, 2000

O. **Resolution No. 5276**, approving a proposal from Travelers Insurance Company for the 2020 property/liability insurance and additional coverages

P. **Resolution No. 5277**, approving and authorizing the Mayor to execute an agreement with Board of County Commissioners of Johnson County, Kansas to provide medical direction for the City's emergency opioid antagonist protocol

Q. **Resolution No. 5278**, approving and authorizing the Mayor to execute an Indian Creek Watershed Agreement by and between the City of Leawood and the cities of Lenexa, Olathe, Overland Park, Prairie Village (Watershed Organization 2) for the purpose of stormwater and flood control matters within the Watershed Organization boundaries

R. **Resolution No. 5279**, approving and authorizing the Mayor to execute a Blue River Watershed Agreement by and between the City of Leawood and the cities of Olathe, Overland Park, Spring Hill and unincorporated Johnson County, Kansas (Watershed Organization 3) for the purpose of stormwater and flood control matters within the Watershed Organization boundaries

S. **Resolution No. 5280**, approving and authorizing the Mayor to execute an Agreement between the City and Board of County Commissioners of Johnson County, Kansas, for the design of a Stormwater Management Project pertaining to the Waterford Subdivision Stormwater Improvement Project [SMAC Project TM-04-007] [Project #77017]

7.T. **Resolution No. 5281**, approving and authorizing the Mayor to execute a Right-of-Way Maintenance Agreement between the City and Leawood Hills Development, LLC, located at approximately 150th & Canterbury

Mayor Dunn requested Consent Agenda Items 7.L. and 7.M. be pulled for comment.
Councilmember Sipple requested Consent Agenda Item 7.O. be pulled.
Councilmember Cain requested Consent Agenda Item 7.P. be pulled.
Councilmember Azeltine requested Consent Agenda Items 7.Q. and 7.R. be pulled.

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

7.L. **Resolution No. 5273**, approving the recommended distribution of alcohol taxes by Johnson County Drug and Alcoholism Council [DAC] for allocations of the 2020 alcohol tax fund for an amount not to exceed $350,000 – *CONTINUED FROM THE NOVEMBER 18, 2019 GOVERNING BODY MEETING*

Mayor Dunn pulled the item because United Community Services Director Ms. Julie Brewer and Leawood's DAC Representative Ms. Stephanie Kelly were present. The City is grateful for their attendance and tremendous work.

Ms. Brewer thanked the City for its long-term partnership with eight other cities and the County who collect per-drink tax. Tax dollar collection began 30 years ago and fund total is now $2 Million. DAC and volunteers do the important work, researching and interviewing program grantees each year.

Ms. Kelly stated although the budget is large, many applications are received and distribution requires much contemplation and difficult decision-making. The money makes a difference in lives and futures in the County. The team works very hard and she is honored to serve on behalf of Leawood.

Mayor Dunn thanked Ms. Brewer and Ms. Kelly for their service and attendance. She stated 30 years ago, alcohol tax collection was so much less compared to today, and the City is fortunate to have the alcohol tax dollars. The City is confident the dollars are well-spent; the City receives reports. It is gratifying to see the number of agencies/organizations touched.

Mr. Lambers noted Leawood's contribution portion of 20% of the total funding for the County, speaks well of the City.

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

7.M. **Resolution No. 5274,** approving the 2020 Human Service Fund Recommendation from United Community Services of Johnson County [UCS] and the City of Leawood's participation for an amount of $16,500.00

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

7.O. **Resolution No. 5276**, approving a proposal from Travelers Insurance Company for the 2020 property/liability insurance and additional coverages

Councilmember Sipple noted the proposal was for a large dollar amount and asked if the contract was bid, why the premium increase 7.3% when inflation is approximately 2% to 3%, and if the City submitted claims in 2019 that caused premium to increase for 2020. Ms. Bennett stated the contract was not bid and no sizeable claims impacted. She invited Mr. James Charlesworth, Insurance Consultant, to speak to rate.

Mr. James Charlesworth, Charlesworth Consulting, 1828Walnut, Suite 701, Kansas City, Missouri, stated national loss events such as wildfires, hurricanes, wind storms and hail over the last couple of years resulted in rate increases of 10% to 20%. The rate is higher than inflation, but increase is truly under 5%, rather than 7% which is considered realistic, as increased property values/construction costs account for the difference. Premium rates have remained flat or slightly decreased for the last 10 years, and rate increases are anticipated in the coming years. The City's current insurance broker Arthur J. Gallagher Risk Management Services reviewed to ensure the City received the best rate available.

Councilmember Sipple asked how often the City bids a $0.5 Million contract. Mr. Charlesworth stated best practice is to bid every three to five years, not every year. The City will be doing a Request for Proposal [RFP] for brokerage services in 2020, and the broker will be asked to look for alternatives.

A motion to approve Consent Agenda Item 7.O. was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a vote of 7-1; Nay vote from Councilmember Sipple as he was uncomfortable with some responses and bids were not sought.

Ms. Bennett confirmed the City would be doing an RFP for brokerage services and the broker would investigate insurance proposals. If bids are sought each year, insurance companies may become uncomfortable and reluctant to respond. Mr. Lambers stated cost increases as value of what the City is protecting increases. Disasters are everywhere and all seeking insurance are impacted. The City does not control such factors, and to self-insure the City would need to set aside a tremendous amount of money which would earn little interest.

7.P. **Resolution No. 5277**, approving and authorizing the Mayor to execute an agreement with Board of County Commissioners of Johnson County, Kansas to provide medical direction for the City's emergency opioid antagonist protocol

Chief Rettig confirmed to Councilmember Cain the Police Department has only one emergency opioid antagonist, NARCAN, kept on-hand and secured in the Property Room if needed to counter-act a Fentanyl overdose. Fentanyl is a granular, extremely powerful opioid, which can be extremely harmful if handled.

Councilmember Cain applauded the City and County for being proactive in the regard, as well as for suicide prevention efforts.

Councilmember Sipple inquired if the Police Department has ever had to use NARCAN. Chief Rettig stated the Police Department had not used, but medical responders and firefighters are using NARCAN. He was aware that a dosage of NARCAN was administered on the interstate about six weeks ago.

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

7.Q. **Resolution No. 5278**, approving and authorizing the Mayor to execute an Indian Creek Watershed Agreement by and between the City of Leawood and the cities of Lenexa, Olathe, Overland Park, Prairie Village (Watershed Organization 2) for the purpose of stormwater and flood control matters within the Watershed Organization boundaries

Councilmember Azeltine asked when SMAC funding policy change from stormwater to watershed projects would be effective. Mr. Ley stated stormwater funding of 75% match from SMAC ceased last year. Watershed groups are to meet next year and discuss issues. The County has hired a consultant to reach out to cities for their issues and he has worked with the consultant on Leawood's information. Hopefully, SMAC funding policy will be available early 2020.

Councilmember Azeltine noted By-Laws, Article IV, Staff Support, were vague in regard to how resources would be handled across watershed organization members. He expressed concern about impact on City Staff, especially when a project may benefit cities other than Leawood. Mr. Ley stated all upstream water flows through Leawood. The City would be asked if staffing was available to review an issue and provide a solution. Staffing was not a concern.

Councilmember Filla noted watershed problems can be cheaper to address upstream rather than downstream. She asked if there were any other local municipalities or regions, or other areas of the country that may be experiencing benefits from watershed projects at this time. Mr. Ley stated only education has been provided thus far. Councilmember Filla pointed out that Nashville, Tennessee, has posted watershed signs, and the Blue River Survey revealed only 16% of people are aware of the watershed in which they live. She stated there is a vast amount of education to be done.

Mr. Ley confirmed to Mayor Dunn that he will remain a part of the SMAC Committee; every city is to have a representative. The City has three SMAC projects: Leawood South, Patrician Woods and Waterford.

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

7.R. **Resolution No. 5279**, approving and authorizing the Mayor to execute a Blue River Watershed Agreement by and between the City of Leawood and the cities of Olathe, Overland Park, Spring Hill and unincorporated Johnson County, Kansas (Watershed Organization 3) for the purpose of stormwater and flood control matters within the Watershed Organization boundaries

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

8. MAYOR'S REPORT

A. I attended the United Community Services of Johnson County Kansas Public Policy Forum where Senator John Skubal participated as a panelist. Enclosed in your packet is a copy of their Local Public Policy Platform as well as their Federal and Kansas Legislative Priority Positions.

B. Attended the 132nd Annual Dinner of the Greater Kansas City Chamber of Commerce where former Kansas City, Missouri, Mayor Pro Tem Alvin Brooks was honored as the "2019 Kansas Citian of the Year." He was former leader and founder of Ad Hoc Group Against Crime. This was a very well-deserved award and congratulations are in order.

C. Remind all of the Johnson and Wyandotte Counties Council of Mayors Holiday Social on Wednesday evening and the Employee Appreciation Luncheon on Thursday.

9. COUNCILMEMBERS' REPORT - None

10. CITY ADMINISTRATOR REPORT - None

11. STAFF REPORT - None

COMMITTEE RECOMMENDATIONS

12. PUBLIC WORKS COMMITTEE

[from the November 6, 2019 Public Works Committee Meeting]

Recommendation to have staff negotiate a Design Engineering Agreement with Burns & McDonnell for the Mission Road Improvement Project from 133rd to 143rd Streets (2022 CIP Project 80175)

Councilmember Osman, Chair of the Public Works Committee, stated the committee evaluated Request for Qualifications received from four engineering firms at their meeting last month. The committee recommends Burns & McDonnell and is seeking approval for Staff negotiation with this firm.

Mr. Ley confirmed the project was part of the Capital Improvement Program, funded by Temporary Notes.

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

13. STORMWATER MANAGEMENT COMMITTEE

[from the November 20, 2019 Stormwater Management Meeting]

A. Stormwater Management Committee response regarding review of easement costs pertaining to the Leawood South SMAC Project TM-04-008

Councilmember Azeltine, Chair of the Stormwater Management Committee, stated the committee met on November 20, 2019 and reviewed the Leawood South SMAC Project. Fifty properties are impacted, 19 easements are needed, and only four easements have been received. Staff has worked on this project for several years and the project was redesigned to obtain the four easements. Staff has provided three options: 1) continue to request easements donations, but some property owners have hired an attorneys and obtaining these easements may be difficult, 2) condemn and pay for easements so Staff can move forward, and 3) complete design and put construction on hold, likely losing the 75% matching SMAC funding. The committee recommendation is to pay residents for easements and condemnations as necessary. The City needs to decide what is best to serve the majority.

Mayor Dunn pointed out condemnation was opposite of City's historic practice. In the past if easements were not provided the City would walk away from the project. She inquired about the impact of resident-hired attorneys on the condemnation process. Ms. Bennett stated the process would be fairly straight-forward to get into court. The attorneys would come to land view and appraiser hearings, and present their views. If there would be an appeal of appraiser decision, the City would still get the title to the property. Overall process would take longer and the City would pay more if it would proceed to a jury for a different amount. The City could potentially have to pay attorney fees.

Councilmember Filla stated it was an easy decision to spend $200,000 rather than lose SMAC funding.

Mr. Ley confirmed to Mayor Dunn the $200,000 estimate for easements includes, about $175,000 for easements and $25,000 for anticipated condemnation costs. Value of easements have already been appraised. Payments would be based on lot size; both permanent stormwater easements and temporary construction easements are needed. This cost would not be reimbursed by the County. The total cost of the project would be $200,000 plus $3.5 Million, with SMAC application submitted for 75%. If the project is put on hold, an application submitted in the future would be subject to the SMAC funding policy at that time. If the project moves forward now, it is anticipated that construction would begin in November 2020, starting downstream at the golf course during winter time for less disruption of play. Original timeline was to have commenced in January 2020, but easements have caused one-year delay.

Mr. Ley confirmed to Councilmember Cain the 12600 block of Wenonga floods by several feet and larger storm sewers structures are needed. In 2013, residents came to the City wanting remedy. He confirmed with the County the project is still eligible for 75% matching SMAC with some additional time taken to obtain easements, but if the project design is complete and the project placed on a hold for a few years, a new application would be required. Mr. Ley stated a new design path was created between two side-entry garages, and one of these property owners does not want to provide easement.

Councilmember Harrison stated she walked the neighborhood after the last Stormwater Management Committee meeting, and there is a large amount of landscaping installed on the easement between the two garages. She asked if property owners would be able to replace the landscaping on an easement, after the project. The City should be liable for likely $20,000 replacement cost. Mr. Ley stated typically landscaping is placed just outside easements, but the City cannot control if property owners landscaping in an easement.

Councilmember Sipple inquired how many months negotiation and condemnation with property owners would delay the project. Mr. Ley estimated about six months, July 2020, based on resolutions and ordinance in January 2020. Once easements are in-hand, utilities could relocate starting January 2021.

A motion to approve payment and condemnation for easements was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

13.B. Councilmember Azeltine – Referral to Stormwater Management Committee to create policy for obtaining easements on stormwater projects

Councilmember Azeltine stated projects are being delayed because residents are not donating easements. The Leawood South stormwater project discussed in Agenda Item 13.A. has been in the works for seven or eight years. An encompassing policy for obtaining stormwater project and corrugated metal pipe replacement easements is needed so the City does not have to react to each situation, and to facilitate realistic schedules for the City and utility companies, and reduce Staff time and resident frustration. As always, Staff would continue to work with residents to minimize impacts.

Mayor Dunn recommended creation of the policy, especially when SMAC dollars involved. If the project is "apples to apples" with City dollars only, and one group provides easement dedication and one group wants to be paid, she wants a force-rank of dedications for priority of dollars. Councilmember Azeltine agreed. Councilmember Filla stated 100% of the committee does as well.

Mr. Ley confirmed to Councilmember Sipple that Overland Park and Shawnee obtain needed easements by offering value and if not accepted, they condemn fairly quickly. He was not aware of how other area cities handle.

Councilmember Filla pointed out that a large amount of money is yet to be spent on corrugated metal pipe replacement and these projects consume a vast amount of Staff time, over many years.

A motion to create a policy moving forward to obtain easements on stormwater projects was made by Councilmember Azeltine; seconded by Councilmember Filla. The motion was approved with a unanimous vote of 8-0.

14. PLANNING COMMISSION

[from the October 22, 2019 Planning Commission Meeting]

A. Ordinance amending Section 16-2-10.3 of the Leawood Development Ordinance entitled "Materials and Colors" and repealing existing Section 16-2-10.3 and other sections in conflict herewith. (PC Case 39-19) [ROLL CALL VOTE]

Mr. Klein stated the amendment is proposed to clarify and provide some flexibility as new materials entering the market, being a guide to developers in regard to prohibited materials and to specify some materials that are truly allowed. Lists are not all-inclusive. Highlights include permitted use of architectural cast stone, and zinc, stainless steel and composite panels, some with wood, metal and stone patterns. Manufactured stone, excluding Architectural Cast Stone [ACS] meeting ACS Institute Standards, would be prohibited except for commercial detailing and full use on single-family residential, as shown in Section 16-2-10.3, B) 8) of the proposed amendment.

Mr. Klein displayed a "Physical Properties Comparison Chart of Various Types of Stone", and reviewed material PSI [pounds per square inch] and water absorption rates. The City has encouraged thin-set natural stone over the past 10 years, which is applied by a stone mason rather than by unskilled labor; most developers have been agreeable to install stone veneer. He displayed pictures of existing commercial buildings in different projects in the City with cultured stone installed by casual labor from 2004 to 2008 or 2009, having missing, deteriorating, fading and exposed backing material.

Mr. Coleman stated that although the City has made strong arguments against manufactured stone, the proposed amendment would codify. Manufactured stone has improved in the last three years, but the City cannot vet different manufacturers and application plays a key role. Cost of natural stone is approximately 50% higher than manufactured stone.

Mr. Coleman stated the proposed amendment adds some materials to catch-up with the phenomenal amount of new materials in the last five to 10 years. PSI and water absorption rate data is not always readily available, and testing comes from groups. City Code would continue to be reviewed as manufacturer data and experience with new materials becomes available. The City does not want to be prohibitive. Developers have wanted to use materials that do not meet Code, and there have been large wall repairs because of material or application failure.

Mayor Dunn shared her experience of a stone falling out while she had been seated on a restaurant outdoor patio.

Mr. Coleman confirmed to Councilmember Osman that when new materials are proposed for use, the City speaks with the developer, and the architects that represent them, about materials. True consultations on new marketplace materials have not occurred. Staff have spoken with stone manufacturer Sturgis. As expected, stone masons support stone and manufacturers support manufactured stone.

Councilmember Osman stated he was uncomfortable voting due to limited time to review agenda packet material with the holiday, substantial change to delineate allowed and prohibited materials, and lack of displayed specifications, photographs or even actual samples in the agenda packet. He has spoken with the Leawood Chamber Economic Development Council and both types of stone suppliers, natural and manufactured, about marketplace trends in construction materials. The suppliers detailed their product issues in about 10 minutes. Neighboring buildings using natural materials that are not constructed at the same time may have a different appearance based on where the stone was quarried and discoloration over time. Natural has both positives and negatives. Wall base discoloration/deterioration can be due to snow melt/salt. This has been seen in the natural limestone in the past two to five years at Corinth Shopping Center. Manufactured stone typically has a 50-year warranty with approved application.

Councilmember Osman reminded that technology/materials change, stating LED lighting used today was prohibitive 10 years ago based on cost, low reliability and lumens. If the proposed amendment is not time-sensitive, he recommended continuance to re-evaluate information, and have Staff consult with architects and manufacturers to focus on available materials. He questioned use on residential homes, if manufactured stone has issues; the City should protect residents. Mr. Coleman confirmed the proposed amendment was not time-sensitive and was agreeable to further research and documentation; the proposed amendment was only to codify.

Councilmember Cain supported Councilmember Osman's statement about protecting residents. Mr. Coleman stated the City typically does not get involved in how residential single-family builds, as long as City Code is met. Vinyl siding is prohibited.

Councilmember Rawlings asked for examples of architectural cast stone use. Mr. Coleman stated the trim on the Justice Center and City Hall is architectural cast stone. Use of this type of stone would be approved. Mayor Dunn pointed out this could be part of additional information to be provided to the Governing Body.

Councilmember Azeltine supported continuation of the topic, desiring to see objective, measurable data and metrics that a layperson could understand. Councilmember Sipple would also like to see pro and con engineering reports, and magazine articles. Mr. Coleman stated some of this information could be provided, but he would not want to overload the Governing Body.

Mr. Klein pointed out the proposed amendment addresses a technology update in regard to Class 4 laminated asphalt shingles on single-family residential. These singles are now lighter weight and can withstand greater impacts from storms. PSI of 275 would be reduced to 265 PSI. Many insurance companies offer a discount if these shingles are used. Councilmember Rawlings stated this is a good example of incorporating technology changes.

Councilmember Harrison asked if the past mandate of having wood shake roofs in Leawood was imposed by the City or Home Owner Associations [HOAs]. She does not want to be unnecessarily increase costs or be prohibitive. Mayor Dunn stated HOA deed restrictions supersede City Code, giving the example that Hallbrook HOA allows only use of wood, slate or tile roofs. Because of new technology, City Code now allows some types of composition roofs. Ms. Bennett stated a past court case confirmed the City of Shawnee could not override HOA deed restrictions on wood shake.

Councilmember Filla supported the generation of a pre-approved and prohibited material lists, and to clearly delineate a process to have a material added to the approved or removed from prohibited lists. She stated any protections the City can provide, especially to residents who may be unaware of known issues, would be beneficial.

Councilmember Cain noted that bricks being used for crosswalks has been discussed by the Governing Body in the past, and she inquired if material contractors to be spoken with would be the same ones who provide bricks. Information on paving bricks might be incorporated. She stated the crosswalks on the south side of 151st Street and Nall are deteriorating; the City needs to be a good steward for all. Councilmember Osman pointed out that Prairie Village has struggled for years to find the right type of brick.

Councilmember Rawlings requested eventual Staff review of cultural stone in residential applications, desiring lists of allowed and prohibited stone types. There are some disastrous examples in northern remodels by rehabbers, not professional house flippers. Flagstone was installed on exterior walls and when the property sold, the new owner painted over the stone.

Mayor Dunn stated there had been great discussion. She heard Staff has recommended natural stone and developers have changed accordingly. What Staff has done over the last 10 years has resulted in better projects, and the proposed amendment would codify. She agreed with Councilmember Azeltine about the need for measurable data.

Mr. Kevin Jeffries, 13451 Briar, Leawood Chamber of Commerce, agreed the discussion had been great. In the future he would like the City to involve the Economic Development Council [EDC] and Chamber into discussions that have major impact on businesses, and to get input from the business community. Concerns raised tonight were not raised at the Planning Commission meeting. It is time-consuming for City Staff to vet materials. As materials and technology change, City Code needs to change.

Councilmember Azeltine asked if there would be an EDC meeting before January 21, 2020. Mr. Jeffries stated there would not be a meeting by that date. Councilmember Azeltine requested to have input from Mr. Jeffries' contacts on the topic, if possible.

A motion to continue the item to the January 21, 2020, Governing Body meeting was made by Councilmember Osman; seconded by Councilmember Azeltine. The motion was approved with a unanimous vote of 8-0.

14.B. **Ordinance No. 2969**, amending Section 16-4-4 of the Leawood Development Ordinance entitled "Temporary Use Standards" and repealing existing Section 16-4-4 and other sections in conflict herewith. (PC Case 115-19) [ROLL CALL VOTE]

Mr. Klein stated the Leawood Development Ordinance currently allows an applicant no more than six temporary use permits annually, each a maximum number of 10 consecutive days. Town Center Plaza, Park Place and Town Center Plaza would like to host more special events such as sidewalk sales, farmers markets, and special movie showings, and pop-up businesses for Christmas and Halloween which need to be open more than 10 consecutive days. Residents may want birthday parties with a band with on-street parking. The proposed amendment would remove the limitation on the number of annual permits and change the number of consecutive days to 30. Back-to-back permits could be issued to extend beyond 30 days, with the permitting process providing the City some control. A flat fee would be charged per permit.

Mayor Dunn stated the City is being very business friendly. Councilmember Osman offered compliments on the proposed amendment, stating this was a perfect example of looking at and adapting to market trends.

A motion to pass Agenda Item 14.B. was made by Councilmember Filla; seconded by Councilmember Azeltine. The motion was approved with a unanimous roll call vote of 8-0.

15. OLD BUSINESS - None

16. OTHER BUSINESS - None

17. NEW BUSINESS

Ordinance No. 2970C, amending Article 1 of Chapter 9 of the Code of the City of Leawood, 2000, to add Section 9-122, entitled "Court Costs and Fees" and repealing Sections in conflict herewith [ROLL CALL VOTE]

Ms. Bennett stated the proposed Code revision would clean-up the path currently through Charter Ordinance 18 and Code Section 1-701, restating Court authority in the Court section of the City Code.

A motion to pass Agenda Item 17. was made by Councilmember Filla; seconded by Councilmember Larson. The motion was approved with a unanimous roll call vote of 8-0.

Mayor Dunn reminded the December 16, 2019, Council meeting would start at 7:00 P.M.

ADJOURN

There being no further business, the meeting was adjourned at 9:06 P.M.

_____

Debra Harper, CMC, City Clerk

_____

Cindy Jacobus, Assistant City Clerk

Return to Agenda

City of Leawood

7.C.

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

DATE: December 16, 2019

TO: City Council Members

FROM: Mayor Peggy Dunn

RE.: Community Garden Task Force Appointment

I propose the following individual to serve a one-year appointment on the Community Garden Task Force:

Charlotte Shaw
9814 High Drive
Leawood, KS 66206
605-361-4850
charlotteshawdesigns@mac.com

As always, please phone me in advance with any questions, etc.

Thank you.

Return to Agenda

Staff Review

7.D.

Fact Sheet

SUBJECT: **APPROVE SECOND AND FINAL PAYMENT FOR CART PATH RELOCATION AT IRONHORSE**
Mega Industries Corporation

December 16, 2019

DISCUSSION

Staff has been advised by James Kennedy, Golf Course Superintendent, that the work for the relocation of the cart path on hole #9 has been completed to the satisfaction of Troon. Staff has confirmed that the scope of work is complete as per the agreement.

The final pay application has been received and staff is requesting that Mega be paid the remainder due of $5,211.65 to close out the project.

Chris Claxton

Chris Claxton, CPRP
Director of Parks and Recreation

SPONSOR

Parks and Recreation Department

COUNCIL ACTION TO BE TAKEN

Approve Second and Final Payment for Cart Path Relocation at IRONHORSE Golf Course.

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

$5,211.65

FUND SOURCES

13030 Capital Improvements
74095.120.844000 Flood Damage Repairs

Date 11/21/2019
Project: Ironhorse Golf Club No. 9 Green Cart Path Relocation

Quantity	Change Order Quantity	Final Quantity	Unit Price	Contract Amount

Project #'s :
Contractor: Mega Industries Corporation
Pay Request No. 2 F

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS PERIOD	TOTAL QUANTITY	EXTENSION	TOTAL THIS PERIOD	TOTAL COMPLETED
	Mobilization	1	ls	17,700.75	1.00		1.00	17,700.75	0.00	17,700.75
	Contractor Construction Staking	1	ls	1,500.00	1.00		1.00	1,500.00	0.00	1,500.00
	Preconstruction Documentation	1	ls	250.00	1.00		1.00	250.00	0.00	250.00
	Erosion Control	1	ls	980.00	1.00		1.00	980.00	0.00	980.00
	Construction Fencing	375	lf	3.75	375.00		375.00	1,406.25	0.00	1,406.25
	Concrete Curb Removal	286	lf	6.00	286.00		286.00	1,716.00	0.00	1,716.00
	Conrete Path Removal	300	sy	19.00	300.00		300.00	5,700.00	0.00	5,700.00
	Area Inlet Modification	3	ea	700.00	1.50	1.50	3.00	2,100.00	1,050.00	2,100.00
	Rough Grading and Shaping	1	ls	11,000.00	1.00		1.00	11,000.00	0.00	11,000.00
	4" AB-1 Aggregate Sub Base	380	sy	12.50	380.00		380.00	4,750.00	0.00	4,750.00
	New 5" Concrete Cart Path Includes Integral Curb	345	sy	64.00	345.00		345.00	22,080.00	0.00	22,080.00
	Fine Grade Final - Sod Prep	1	ls	4,200.00	1.00		1.00	4,200.00	0.00	4,200.00
	Material QC Testing	1	ls	3,200.00	1.00		1.00	3,200.00	0.00	3,200.00
	Top Soil Haul in Contingency	20	cy	70.00	20.00		20.00	1,400.00	0.00	1,400.00
	Force Account	0.84	ls	7,500.00	0.84		0.84	6,300.00	0.00	6,300.00
								84,283.00	1,050.00	84,283.00

Total Work Completed This Period	1,050.00
Retainage This Period	0.00

Total Work Completed to Date	84,283.00
Previously Held Retainage	4,161.65
Amount Due to Date	84,283.00
Less Previous Payments	$79,071.35
Amount Due This Request	$5,211.65

Original contract Amount	$85,483.00
Total Change Orders to Date	$0.00
Total Contract Amount to Complete Project	$84,283.00
Percent Complete	100%

Brett Kreikemeier — Date 12/3/19
Mega Industries Corporation

Chris Claxton — Date 12/4/19
Chris Claxton
Director of Parks and Rec

Brett Haugland — Date 12.4.19
Continental Consulting Engineers

Peggy Dunn, Mayor

Contract # 19.040

Date Received: 12-4-19

Vendor: Mega Industries Corp.

Project Account #: 13030.44500.800500

GL Account#:

Amount: $1050.00

PO #: 4111.0000376 Partial ☐

Doc #: Complete ☒

CClaxton 12/4/19

Dept. Head Signature Date

City Adm Signature Date

Total Payment	$ 1,050.00
Release Retainage	$ 4161.65
Net Due	$ 5,211.65

* Release Retainage *

Contract # 19.040

Date Received: 12-4-19

Vendor: Mega Industries Corp

Project Account #: 13030.44500.800500

GL Account#:

Amount: $ 4,161.65

PO #: 4111.0000376 Partial ☐

Doc #: Complete ☒

CClaxton 12/4/19

Dept. Head Signature Date

City Adm Signature Date

Return to Agenda

Finance Department

7.E.

Memo

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

From: Dawn Long, Finance Director

Date: December 16, 2019

Re: 2020 Utility Assistance Program

The City has received the attached request for participation in the Utility Assistance Program of Johnson County. The City has included the amount of $10,000 in the 2020 budget in account 11110.11210.618100. The City has participated in this program for a number of years.

It is requested that the Governing Body take the appropriate action to approve the attached allocation of funds.

Please contact me if you have any questions.

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF UNDERSTANDING IN THE AMOUNT OF $10,000.00, BETWEEN THE CITY AND JOHNSON COUNTY HUMAN SERVICES PERTAINING TO THE 2020 JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM

WHEREAS, the City wishes to participate in the Utility Assistance Program provided by Johnson County Human Services; and

WHEREAS, the parties desire to execute a Letter of Understanding to allow Johnson County Human Services to provide such assistance to eligible City participants.

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 Letter of Understanding, providing a commitment in the amount of $10,000.00, between the City and Johnson County Human Services, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

JOHNSON COUNTY
KANSAS
Human Services

November 14, 2019

Deb Harper
City of Leawood
4800 Town Center Dr
Leawood, KS 66211

RE: 2020 Letter of Understanding
Johnson County Utility Assistance Program

Dear Deb Harper:
On behalf of Johnson County Human Services, I thank the City of Leawood for its continued participation in the Utility Assistance Program. In 2019, the City of Leawood pledged $ 10,000 to the program.

Increasing utility costs continue to consume a greater portion of the monthly income of the population our program serves. As you know, Johnson County augments your contributions to provide utility assistance for qualifying families in your city. **Starting in 2020 Johnson County will increase their contribution from $150 to $200 per household.** We hope you consider increasing your 2020 funding for the Utility Assistance program to meet the growing need in our community.

Enclosed, please find two copies of the 2020 "Letter of Understanding for Utility Assistance Program." Both copies have been signed by Deborah Collins, director of Human Services. Please indicate your 2020 contribution on the second page, sign it, and **return one copy** as soon as possible to **Betty Boone, Johnson County Human Services, 11811 S. Sunset Drive, Suite 1300, Olathe, KS 66061**. The second copy is for your records.

Please Save the Date! The 2020 Utility Summit is scheduled to take place Thursday, January 30, 2020! Johnson County Human Services encourages all of our partners in utility assistance to attend the summit so we can continue to collaborate and share ideas on how to best serve our neighbors in need. The focus of the 2020 Utility Summit will be to provide attendees with the interesting history of the Utility Assistance Program, demonstrate how far the program has come and discuss where we would all like it to go. Hope to see you there!

I look forward to working with the City of Leawood. All of our Outreach team professionals value your partnership in providing emergency utility assistance for the residents of your city.

Thank you!

Brandy Hodge

Brandy Hodge
Community Relations Manager

Outreach Services

(913) 715-8800 office
(913) 715-8825 fax
(800) 766-3777 TDD

11811 S Sunset Dr, Suite 1300
Olathe KS 66061
jocogov.org

Letter of Understanding
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM
2020 Program Year

This Letter of Understanding is entered into by and between Johnson County Human Services ("Human Services") and the **City of Leawood** ("City") for administration of the **Utility Assistance Program**.

The parties do mutually agree as follows:

ELIGIBILITY
Human Services will determine eligibility using the following factors:

1. Verify that the applicant is a resident of the City and that the name of the applicant, spouse, or another adult age 18 or older living in the household is on the utility bill.
2. Verify that the applicant's household for the past 30 days has a gross income at or below 200% of the Poverty Guidelines as published in the Federal Register. Exceptions will be considered on a case-by-case basis if extraordinary circumstances warrant it. (For income sources and allowable documentation, refer to attached "Utility Assistance – Master Guidelines & Procedures.")
3. Verify that the utility account is past due, has a disconnect notice, or is already disconnected from service.
4. Verify with the utility that the client has made a self-payment on the utility bill within the previous three months.

BENEFITS & SERVICES PROVIDED
In providing utility assistance benefits to eligible City applicants, Human Services will:

1. Determine the amount of payment to be made to the utility, based on the amount of arrearage or the maximum benefit, whichever is lower.
2. Augment city funds with up to $200 per calendar year.
3. Process payments to the utility vendors through the County's voucher system.
4. Provide energy conservation materials and referrals for other services to utility assistance clients.
5. Provide quarterly reports to the City on the number of households served and funds expended.

CONSIDERATION
In consideration of the above provisions, the City will contribute $ 10,000 for the services listed in this Letter of Understanding for calendar year of 2020. At the end of the program year, any unobligated funds will automatically be transferred to the next program year or, upon request, returned to the city.

Utility Assistance – Master Guidelines & Procedures
Reviewed Nov. 2019 – Effective January 2020 - County Funding up to $200 per calendar year

Purpose: The purpose of the Johnson County Utility Assistance Program is to assist low-income Johnson County households in paying their energy bills.

Rationale: The need for utility assistance is not simply a function of high energy bills, but of the relationship between energy bills and incomes. Low-income households are called upon to devote unreasonable portions of their incomes to shelter. Emergency utility assistance should be available to help low-income households pay a portion of their energy bills when they have experienced a change in income, family disruption, or an excessively high utility bill.

ELIGIBILITY
Income

Eligibility	Total household gross monthly income for one full month is not to exceed 200% of the Federal Poverty Guidelines. (Guidelines are below.) Exception: For Dollar Aide and Dollar Aide Credits through Kansas City Power and Light, the total household gross monthly income for one full month is not to exceed 150% of the Federal Poverty Guidelines.
Income	Income must include all sources from all household members age 18 and older for the past 30 days.
Income sources	"Income" includes these sources: Social Security, SSI, TAF, unemployment, child support, salary and wages, retirement income, pension, loans, gifts, school loans, grants, and tax refunds.
Documentation needed to verify household income	Appropriate documentation includes copies of paycheck stubs dated within last 30 days, current year eligibility letters, payment center records, letters from employers on business letterhead verifying income, bank statements dated within last 30 days, ledgers, and tax forms (regarding tax refund). Whenever possible, the intake worker will obtain third-party verification of income for all adult household members and attach the verification to the emergency assistance intake.
No proof of income	If a client has no proof of income for the past 30 days, a "No Proof of Income" form will be completed and signed.
No income	If there has been no household income in the past 30 days, a "No Income" waiver will be completed and signed. The intake worker will include explanation of lack of income.
Child support but no proof	If a client receives child support but does not have proof, a "Child Support – No Proof of Income" form will be completed and signed.
Signature	By signing the UA Program income forms, clients are indicating that they have reported accurate income information.
No exceptions	No exceptions are made to the income guidelines. If an extraordinary circumstance exists, the intake worker will try to find alternative sources of financial assistance. Sources may include CFSS emergency assistance funds, churches, the Salvation Army, and Catholic Community Services.

Utility Assistance Zip Codes

North West	*Gardner-Edgerton*	*Blue Valley*	*Spring Hill*	*North Central*	*Olathe*	*North East*
66018	66021	66209	66083	66203 (Shawnee)	66061	66202
66019	66030	66210 (Overland Park)		66204	66062	66203 (Merriam/OP)
66025	66031	66211		66210 (Lenexa)	66220	66205
66216		66213		66212		66206
66217		66221		66214		66207
66218		66223		66215		66208
66219		66224				
66226		66085				
66227		66013				

City	Allocation / Household	City	Allocation / Household
De Soto	$100	Olathe	$100
Edgerton	$100	Overland Park	$100
Fairway	$100	Prairie Village	$100
Gardner	$100	Roeland Park	$450
Leawood	$100	Shawnee	$100
Lenexa	$100	Spring Hill	$100
Merriam	$100	Westwood	$100
Mission	$100	Jo Co Wastewater	$300
		Water District #7	$
		Atmos Sharing the Warmth	$500
		Dollar Aide	$200
		WaterOne	$300

[C] **Johnson County Wastewater** allocates funds to the program for payment of Wastewater bills, and the allocation is a maximum of $300 per household per year. This money is not tied to use of city or county funds ***Note:* For accounts that are in collection, the intake worker should contact Wastewater staff regarding negotiating terms of payment.**

[D] **Dollar Aide and Dollar Aide Credits** are available for customers of Kansas City Power and Light.

[E] **Water District #7** allocates funds to the program for payment of Water District #7 water bills.

[F] **Atmos Energy Sharing the Warmth** funds are available to customers of Atmos Energy (contingent upon grant extension).

[G] **WaterOne** allocates funds to the program for WaterOne bills, with a $300 maximum per household per year.

♦ DOLLAR AIDE/Dollar Aide Credits

Dollar Aide and Dollar Aide Credits are available for customers of Kansas City Power and Light only. All "Utility Assistance – Master Guidelines & Procedures" apply, with the following exceptions/additions:

- Eligibility is based on-total household gross monthly income for one full month and is not to exceed 150% of the Federal Poverty Guidelines.
- In MAACLink: the "Client Account Number" field must match the vendor being paid.
- If payment is made to another vendor, the KCP&L account number must be verified.
- A maximum of $200 in assistance is available from each fund within a calendar year.
- Assistance requested must be greater than $25.
- The date on the utility bill must be within 30 days of the date the application intake date. (If older, the utility company can be contacted for a revised copy of the bill with a more current date.)
- Client cannot receive assistance from the fund from two different agencies in the same year.
- Client <u>can</u> receive assistance twice in one year from each fund.
- The amount of the assistance is equal to or less than the amount of the bill.
- No agency personnel may receive MAAC-managed funds from the agency by which they are employed.
- **Dollar Aide Assistance** must be for heat, electric, or water.
- **Dollar Aide Credits can *only* be used to pay a KCP&L bill.**

Sharing the Warmth –Atmos Share the Warmth Funds are available for natural gas bills.

- Funds may only be used to pay Atmos Energy natural gas bills.
- Funds may be used for customary monthly charges, past-due amounts, late fees, deposits, and service charges.
- Beneficiaries of Share the Warmth funding must be the named person or full-time resident on the gas account for which assistance is being requested.

APPLICATION PROCESS SUMMARY

1. The potential client contacts the Utility Assistance phone line (913-715-6653) to ask for assistance. The client's information is forwarded to the appropriate Outreach office.
2. If it appears that the client qualifies, an appointment is made to complete paperwork.
3. The MAAC intake form is completed.
4. The intake worker is responsible to verify that the client has not received Johnson County Utility Assistance in the current calendar year by checking MAACLink.
5. Once eligibility is established, a pledge may be made to the utility company.
6. The completed MAACLink form, copies of the bill or disconnect notice, proof of self-payment, and income verification are then forwarded to the Accounting Assistant for processing. From initial intake to payment to the utility company may take up to six weeks.
7. The intake worker will provide energy education and conservation materials to the client.

Return to Agenda

Finance Department

7.F.

Memo

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

From: Dawn Long, Finance Director

Date: December 16, 2019

Re: Approval of the 2019 Audit Engagement

Recommendation:

I would like to recommend that the Governing Body approve a one-year engagement letter with Rubin Brown for the 2019 audit.

Background:

I have discussed the key components of the 2019 engagement such as timing, staffing and approach. Mr. Moyer provided to us an engagement letter for consideration (see attached). The initial contract with Rubin Brown was for three years with two additional one year extensions. This will be the first year of the two year extensions.

Fiscal Impact:

In 2019, the total cost of the audit shall not exceed $35,280. This is an increase over 2018 by $1,030 (3%) per the agreement approved by Council on September 19, 2016.

This expenditure is budgeted in the 2019 annual budget account 11110.11240.611000, Finance Professional Services.

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT BETWEEN THE CITY AND RUBINBROWN, LLP, FOR AN AMOUNT NOT TO EXCEED $35,280.00, PERTAINING TO 2019 AUDIT SERVICES

WHEREAS, the City is in need of audit services;

WHEREAS, RubinBrown, LLP, provides such services; and

WHEREAS, the parties desire to execute a Letter of Engagement to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Letter of Engagement for an amount not to exceed $35,280.00, between the City and RubinBrown, LLP, attached hereto as Exhibit "A", and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

RubinBrown®

DRAFT

RubinBrown LLP
Certified Public Accountants
& Business Consultants

One Kansas City Place
1200 Main Street, Suite 1000
Kansas City, MO 64105

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W rubinbrown.com
E info@rubinbrown.com

October 23, 2019

The Honorable Mayor and Members of the City Council
C/O Ms. Dawn Long, Finance Director
City of Leawood, Kansas
4800 Town Center Drive
Leawood, Kansas 66211

We appreciate the opportunity to be of service to City of Leawood, Kansas. This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we," "us," and "our" refer to RubinBrown and the terms "you," "your" and "management" refer to City of Leawood, Kansas. Your engagement of RubinBrown will be governed by the terms of this Letter and the attached RubinBrown LLP Engagement Terms. Your engagement of RubinBrown will be governed by the Agreement authorized by the Governing Body of the City of Leawood on September 19, 2016 ("Agreement"), terms of this Letter and the attached RubinBrown LLP Engagement Terms. Should a conflict arise in application or interpretation of the terms of the engagement, notwithstanding any provision to the contrary, the terms of the Agreement shall govern.

Scope of Services

We are pleased to confirm our understanding of the services we are to provide City of Leawood, Kansas for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements which collectively comprise the basic financial statements of City of Leawood, Kansas as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Leawood, Kansas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Leawood, Kansas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Budgetary comparison information
- Supplementary pension information
- Supplementary OPEB information
- Supplementary infrastructure information under modified reporting

We have also been engaged to report on supplementary information other than RSI that accompanies City of Leawood, Kansas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Combining statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Introductory section
- Statistical section

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of your financial statements. Our report will be addressed to those responsible for governance of City of Leawood, Kansas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Audit Procedures — General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Chester Moyer will serve as the partner responsible for the overall supervision of the audit engagement and for authorizing the Firm's signature on the audit report letter.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures — Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Leawood, Kansas' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. If you have requested our assistance with the preparation of the financial statements and related notes, you will be required to acknowledge in a written representation letter our assistance with such preparation and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes (if applicable) and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. These nonaudit services do not constitute an audit under Government Auditing Standards, and such services will not be conducted in accordance with Government Auditing Standards.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Leawood, Kansas and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in a written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Engagement Administration, Timing and Fees

Our fee for the Attest Services will be $35,280. The fees are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional fees are necessary, we will discuss them with you and agree to a new fee estimate before additional fees are incurred. We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner.

Engagement Terms

Attached is an additional statement of terms regarding our engagement titled, RubinBrown LLP Engagement Terms (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms will govern. To the extent any apparent or actual contradiction may exist, the RubinBrown Engagement Terms will be deemed controlling and will supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter at issue. When construing or interpreting the contents of this Letter or the terms of our engagement or the terms of the Agreement, the terms of the Agreement will be deemed controlling and will supercede the terms of the RubinBrown Engagement Terms and the terms of this Letter.

Conclusion

We appreciate the opportunity to be of service to you. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

Sincerely,

RubinBrown LLP

Chester P. Moyer, CPA
Partner
Direct Dial Number: 816-859-7945
Email: chester.moyer@rubinbrown.com

Attachment(s):
Exhibit A - RubinBrown LLP Engagement Terms

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of City of Leawood, Kansas.

Approved By: _____ Date: _____

The Honorable Mayor and Members of the City Council
C/O Ms. Dawn Long, Finance Director

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the "Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

1. **Agreed Upon Scope of Work.** RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay RubinBrown's customary fee for such services.

2. **Period Covered.** This engagement letter covers the period beginning on the date the described services begin and ending on the date all such services have been completed. Except where a separate engagement letter is used, the terms of the Letter and these Terms will apply to any such additional work we are asked to perform.

3. **Billing Terms.** Invoices will be rendered monthly and presented to you for services performed in the prior month and are due and payable within 30 days of the date of the billing statement. We reserve the right to suspend or terminate further services until payment is received on all invoices that are not paid in full within 30 days of the date of the billing statement. In the event that we suspend or terminate this engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines.

4. **Cooperation and Participation.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client, and RubinBrown has no duty to verify the accuracy or completeness of information provided by Client.

5. **Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

6. **Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

7. **Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. Nothing herein shall preclude RubinBrown from disclosing confidential Client information in response to a validly issued and enforceable subpoena or as otherwise required by law, or from disclosing confidential Client information to RubinBrown's attorneys, advisors, insurers, or agents who agree to maintain the confidentiality of such information, with or without notice to Client.

In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third party professional service providers with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party professional service providers to ensure that confidential information of its clients is fully protected from loss or misuse. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party professional service provider.

Except as otherwise specifically provided herein, Client shall at no time disclose any of RubinBrown's services, fees, work product, deliverables and other confidential material, including but not limited to internally developed financial models, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's services, work product or deliverables hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other. Not withstanding anything to the contrary, RubinBrown acknowledges that Client is a municipal corporation and that Client is authorized by RubinBrown to release any records as set forth in the Kansas Open Records Act.

Notwithstanding anything herein to the contrary, (i) no term of the Agreement is intended to be, and shall not be construed to be, a condition of confidentiality as such term is used in Sections 6011, 6111 and 6112 of the Internal Revenue Code of 1986, as amended ("IRC"), the regulations thereunder and/or Section 10.35 of Treasury Department Circular 230 ("Circular 230"), (ii) Client is hereby authorized to disclose to any and all persons, without any limitation of any kind, any aspect of any entity, plan, arrangement or transaction RubinBrown introduces,, addresses or recommends, or with respect to which RubinBrown provides advice, consultation or services pursuant to the Agreement, it being Client's duty to ascertain whether any additional authorization from any other person or entity is necessary or desirable, and (iii) there is no limitation imposed herein on any person or entity on disclosure of the tax treatment, tax structure or tax strategy of any transaction that is the subject of written advice (as defined in Circular 230) provided by RubinBrown pursuant to the Agreement.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

8. **Subpoenas for Client's Records and Information.** At any time during or after our Engagement, should RubinBrown receive a subpoena from a Third Party seeking production of Client's records or confidential information, or testimony relating to RubinBrown's Engagement, RubinBrown will, to the extent permitted by law, notify Client using the last contact information for Client known to RubinBrown. Upon such notification, should Client wish to take action to protect its records and /or its information from production in compliance with the subpoena, it shall be Client's obligation to do so in compliance with applicable law, at Client's expense, using counsel of Client's choice. Irrespective of Client's decision regarding what action, if any, it intends to take to protect its records and information, RubinBrown shall have the right to engage its own counsel to assist and advise RubinBrown in coordinating with Client and/or Client's counsel in this regard, and/or in responding to the subpoena. Subject to obtaining budget authority, Client shall reimburse RubinBrown, upon receipt of an appropriate invoice, for all of RubinBrown's internal and external costs and expenses in responding to any subpoena for Client's records, and/or providing testimony pursuant to such subpoena, including RubinBrown's reasonable and customary fees for such services, as well as its internal costs (employee time and expenses), external costs (copy services or other vendors), and reasonable attorneys' fees.

9. **Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

10. **Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

11. **External Factors; Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

12. **Baker Tilly International.** RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English Company. Baker Tilly International provides no professional services to clients. Each of the member firm is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown or any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm

13. Independent Contractor Status. Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

14. Assignments and Successors. Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns, heirs, estates, and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

15. No Third Party Rights. Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any services, work product or other deliverables hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns, and neither Client nor RubinBrown intends for RubinBrown's services to be used by or to provide any benefit or guidance to any other persons. The work product or services provided hereunder shall not be disclosed or disseminated to third parties or used for any purpose, other than as specifically set forth in the Letter, without RubinBrown's prior written consent.

16. Governing Law. The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to conflicts of laws rules.

17. Construction. To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

18. Waivers. Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

19. Severability. If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

20. Headings. The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.

P&N Postlethwaite & Netterville

www.pncpa.com

System Review Report

To the Partners of RubinBrown LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards;* audits of employee benefit plans and examinations of service organizations (SOC 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RubinBrown LLP has received a rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
August 31, 2016

Return to Agenda

Staff Review

Fact Sheet

7.G.

SUBJECT: **APPROVE AN AGREEMENT WITH NAVIA BENEFIT SOLUTIONS FOR SECTION 125 PLAN ADMINSTRATION AS PART OF THE CITY'S EMPLOYEE BENEFIT PACKAGE.**
NAVIA BENEFIT SOLUTIONS

December 16, 2019

DISCUSSION

Staff is requesting approval an agreement with Navia Benefit Solutions for 2020 Section 125 Plan Adminstration as part of the City's employee benefit package.

The City's current Seciton 125 Plan Administrator, The Taben Group, has merged operations with Navia Benefit Solutions beginning in April 2019. With the new benefit plan year beginning January 1, 2020, a new agreement was necessary.

Staff has experienced great success with the transition to The Taben Goup in 2016 and positive employee feedback. The local, desigated account team will remain the same under the agreement with Navia Benefit Solutions.

The estimated annual expense will be $2,000, based on participation in the Section 125 Plan.

Nicholas Sanders
Director of Human Resources

SPONSOR

Human Resources

COUNCIL ACTION TO BE TAKEN

Approve agreement with Navia Benefit Solutions for Section 125 Plan adminstration as part of the City's employee benefit package.

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

ESTIMATED COSTS

$2,000

FUND SOURCES

11110.11250.611000

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND NAVIA/TABEN FOR 125 ADMINISTRATOR SERVICES FOR 2020

WHEREAS, the City is in need of services pertaining to the administration of certain employee benefit plans;

WHEREAS, Navia/Taben provides such services; and

WHEREAS, the parties desire to execute an agreement regarding such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an agreement between the City and Navia/Taben, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

NAVIA BENEFIT SOLUTIONS ADMINISTRATIVE SERVICES AGREEMENT (v. 2019)

CONTRACT INFORMATION PAGE

This NAVIA ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Navia Benefit Solutions, Inc. ("Navia"), a Washington Corporation, and the below-named Employer ("Employer").

Name of Employer:	City of Leawood
Effective Date:	01/01/2020
Notices Sent to Employer:	4800 Town Center Drive Leawood, KS 66211
Notices Sent to Navia	600 Naches Ave SW Renton, WA 98057

IN WITNESS WHEREOF, Employer and Navia have reviewed the forgoing Agreement in its entirety and have caused their undersigned Representative(s) to execute this Agreement, the same being duly authorized to do so.

EMPLOYER

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

NAVIA BENEFIT SOLUTIONS, INC.

SIGNATURE: _____

NAME: HILARIE AITKEN

TITLE: CEO

DATE: 11/27/2019

tdbrev_07/30/2019

TABLE OF CONTENTS

Article I: Definitions 1

1.1 Affiliate 1

1.2 Agreement 1

1.3 Benefit Plans 1

1.4 Business Day 1

1.5 Card Recipient 1

1.6 Card Services Provider 1

1.7 Carrier 1

1.8 Claims Administrator 1

1.9 COBRA Election Notice 1

1.10 Code 2

1.11 Covered Dependent 2

1.12 Covered Employee 2

1.13 Covered Individual 2

1.14 Disbursement Report 2

1.15 Eligibility and Payroll Deduction Report ("EDR" 2

1.16 Electronic Payment Card 2

1.17 Eligible Employee 2

1.18 Exhibit 2

1.19 Fees 2

1.20 Grace Period 2

1.21 Intellectual Property Rights 2

1.22 Party or Parties 2

1.23 Plan Administrator 3

1.24 Plan Application 3

1.25 Plan Year 3

1.25 Plan Year 3

1.26 Representative 3

1.27 Run-Out-Period 3

1.28 Schedule 3

1.29 Services 3

1.30 Specific Rights Notice 3

1.31 Subcontractor 3

1.32 We or Us 3
1.33 You or Your 3
1.34 Year-to-Date Report 3

Article II. Relationship and Term 4
2.1 Relationship of the Parties 4
2.2 Term of the Agreement 4
2.3 Termination without Cause 4
2.4 Termination for Cause 4
2.5 Post Termination Obligations 4

Article III. Fees 5
3.1 Fees for Services 5
3.2 Fees for Additional Services 5
3.3 Fee Terms and Changes in Fees 5

Article IV Warranties and Representations 6
4.1 Mutual Warranties and Representations 6
4.2 Navia's Warranties and Representations 6

Article V. Information and Records 6
5.1 Records Generally 6
5.2 Confidential and Proprietary Information - Generally 6
5.3 Media Releases and Public Announcements 7
5.4 Protected Health Information 8
5.5 Intellectual Property Rights 8
5.6 Online Services 8

Article VI. Liability and Indemnification 8
6.1 Limitation on Liability 8
6.2 Indemnity ..... **Error! Bookmark not defined.**
6.3 Remedies 9
6.4 Statute of Limitations 9

Article VII Miscellaneous 9
7.1 Section Headings 9
7.2 Waiver of Rights 9
7.3 Invalid/Illegal/Unenforceable Provisions 9
7.4 Amendment 10

7.5 Agreement 10
7.6 Notices 10
7.7 Consent 10
7.8 Third Party Beneficiaries 10
7.9 Advertising 11
7.10 Insurance 11

BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES 12

CAFETERIA PLAN SERVICE SCHEDULE 16

FLEXIBLE SPENDING ARRANGEMENT SCHEDULE 17

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT 20

EXHIBIT B EMPLOYER CERTIFICATION 25

NAVIA ADMINISTRATIVE SERVICE AGREEMENT

Employer has asked Navia to provide administrative services for certain employee Benefit Plans maintained by Employer as described in this Agreement. In consideration of the mutual promises contained in this Agreement, Employer and Navia agree as follows:

GENERAL TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Schedules of this Agreement in which they are defined.

1.1 AFFILIATE

"Affiliate" means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 AGREEMENT

"Agreement" means the following: the Contract Information Page, the General Terms and Conditions, the Schedules and the Exhibits that are specifically incorporated by the Parties into this Agreement by reference.

1.3 BENEFIT PLANS

"Benefit Plan(s)" means one or more employee benefits plans, 132 Transportation benefits, COBRA Administration, or Direct Billing Administration established and maintained by Employer for the benefit of its employees and their eligible dependents for which Navia provides Services in accordance with this Agreement.

1.4 BUSINESS DAY

"Business Day" means Monday through Friday, excluding days deemed to be federal holidays.

1.5 CARD RECIPIENT

"Card Recipient" means the individual to whom Card Services Provider issues an Electronic Payment Card in accordance with this Agreement.

1.6 CARD SERVICES PROVIDER

"Card Services Provider" means the third party chosen by Navia to issue Electronic Payment Cards in accordance with this Agreement and/or process electronic payment card transactions.

1.7 CARRIER

"Carrier" means the insurance Carrier or other benefit provider designated by the Employer.

1.8 CLAIMS ADMINISTRATOR

"Claims Administrator" means Navia.

1.9 COBRA ELECTION NOTICE

"COBRA Election Notice" means the election form included in the Specific Rights Notice.

1.10 CODE

"Code" means the Internal Revenue Code of 1986 and the regulations thereunder, as amended from time to time.

1.11 COVERED DEPENDENT

"Covered Dependent" means any person other than the Covered Employee who is covered under a Benefit Plan by virtue of his relationship to the Covered Employee.

1.12 COVERED EMPLOYEE

"Covered Employee" means any of Employer's employees or former employees who are enrolled in a Benefit Plan or who have established a Health Savings Account as defined in Code Section 223.

1.13 COVERED INDIVIDUAL

"Covered Individual" means a Covered Employee or a Covered Dependent.

1.14 DISBURSEMENT REPORT

"Disbursement Report" means a file or report created by Navia, posted to the Website that details the benefit disbursements.

1.15 ELIGIBILITY AND PAYROLL DEDUCTION REPORT ("EDR")

"Eligibility and Payroll Deduction Report" means a file or report created by Navia, posted to the Website, and verified by the Employer against payroll deductions for each processing date.

1.16 ELECTRONIC PAYMENT CARD

"Electronic Payment Card" means a debit card or store value card used to pay for eligible expenses under the Benefit Plan(s).

1.17 ELIGIBLE EMPLOYEE

"Eligible Employee" means an employee that is eligible for the Benefit Plan(s) as determined by the Employer.

1.18 EXHIBIT

"Exhibit" means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific rights, duties, and obligations of the Parties.

1.19 FEES

"Fees" means the amount that must be paid as indicated in each Schedule.

1.20 GRACE PERIOD

"Grace Period" means the 2.5-month period after the end of the Plan Year during which eligible expenses incurred during that time may be applied toward the previous Plan Year.

1.21 INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

1.22 PARTY OR PARTIES

"Party" means Employer or Navia collectively, and Employer and Navia shall be referred to as "Parties".

1.23 PLAN ADMINISTRATOR

"Plan Administrator" means Employer.

1.24 PLAN APPLICATION

"Plan Application" means the online or form questionnaire provided by Navia to Employer used to gather Employer and Plan design information.

1.25 PLAN DOCUMENT

"Plan Document" means a document that describes the Plan's terms and conditions related to the operation and administration of the plan.

1.26 PLAN YEAR

"Plan Year" means a period of time determined by the Employer no longer than 12 months.

1.27 REPRESENTATIVE

"Representative" means an officer, director, or individual with authority to bind the Party.

1.28 RUN-OUT-PERIOD

"Run-out Period" means the period of time after the end of the Plan Year during which Covered Individuals can submit claims.

1.29 SCHEDULE(S)

"Schedule(s)" means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific Services and the specific rights and obligations of the Parties with respect to such Services.

1.30 SERVICES

"Services" means Benefit Plan related administrative services as described specifically in the Schedules, together with any materials, supplies, tangible items or other goods Navia furnishes in connection with the Services.

1.31 SPECIFIC RIGHTS NOTICE

"Specific Rights Notice" means the notice that must be provided to each qualified beneficiary in connection with a COBRA qualifying event.

1.32 SUBCONTRACTOR

"Subcontractor" means a third-party to whom a Party has delegated or subcontracted any portion of its obligations set forth herein.

1.33 WE OR US

"We" or "Us" means Navia.

1.34 YOU OR YOUR

"You" or "your" means Employer.

1.35 YEAR-TO-DATE REPORT

"Year-to-Date Report" means a file or report created by Navia, posted to the Website that details contributions, disbursements, and benefit election, if applicable.

ARTICLE II. RELATIONSHIP AND TERM

2.1 RELATIONSHIP OF THE PARTIES

Navia is an independent contractor. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties, their Affiliates, or any of their Subcontractors or Representatives Employer acknowledges that Navia is not an accounting or law firm. No Services, and no written or oral communications made by Navia during the course of providing Services, are or should be construed by Employer as tax or legal advice.

2.2 TERM OF THE AGREEMENT

This Agreement shall be in effect from Effective Date set forth on the Contract Information Page and will continue until such time as the Agreement is terminated as set forth herein ("Term"). Each Schedule may have a later effective date than this Agreement to the extent that Employer and Navia agree to the terms set forth in the Schedule after this Agreement has already become effective. If the Employer uses the Services of Navia, this Agreement will be deemed to be in effect as of the date Navia begins providing such Services even if a copy of this Agreement has not been signed and returned by the Employer—all fees and monthly charges will be due and payable as set forth herein.

2.3 TERMINATION WITHOUT CAUSE

Either Party may terminate this Agreement for convenience, without cause, at any time without further charge or expense with at least sixty (60) calendar days prior written notice to the other Party.

2.4 TERMINATION FOR CAUSE

In addition to any other remedies available to a Party, a Party may immediately terminate this Agreement upon the occurrence of a Termination Event by the other Party by providing written notice of termination to the other Party.

The following events constitute a Termination Event:

(a) Employer fails to pay the applicable Fees or satisfy the applicable funding requirements as set forth herein;

(b) Failure of a Party to cure a material breach (to the extent curable) within thirty (30) calendar days after written notice of the breach and intent to terminate is provided by the non-breaching Party;

(c) Employer files for bankruptcy, becomes or is declared insolvent (generally unable to pay its debts as they become due), is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, enters into an Agreement for the extension or readjustment of substantially all of its obligations, or recklessly or intentionally makes any material misstatement as to its financial condition. In the interest of risk reduction for both Parties, Navia may immediately suspend Benefit Plan processing (including debit cards) without notice upon the occurrence of any of the circumstances described in this section (c). Upon written notice to Employer, Navia may terminate services for a Covered Employee for persistent abusive, offensive, or similar behavior toward Navia employees.

2.5 POST TERMINATION OBLIGATIONS

(a) If Employer terminates this Agreement, Navia shall reasonably cooperate with Employer to transition information to Employer or a new third party pursuant to the reasonable instructions of

Employer, in accordance with the terms of this Agreement, as necessary to enable the new service provider to perform services without disruption to Covered Individuals. Employer is obligated to reimburse all reasonable costs and expenses incurred by Navia for continued administration during the transition process (including administration Fees during the claims run-out period) and transitioning any necessary information as set forth herein. Covered Individual claims submitted to Navia after termination of the Agreement or expiration of the claims run-out period, whichever is later, will be denied and Participants will be redirected to the Employer and Navia will have no further responsibility with respect to Covered Individual claims received after such time.

(b) The rights and obligations of the Parties that by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes include, without limitation, Section 5.1 through Section 5.5, Article VI, Section 7.7, and the Business Associate Agreement Exhibit.

(c) Termination of this Agreement shall not terminate the rights or obligations of either Party arising prior to the effective date of such termination. Notwithstanding anything to the contrary herein upon termination of this Agreement, all Fees, funding, and other amounts owed will become immediately due and payable.

ARTICLE III. FEES

3.1 FEES FOR SERVICES

The Fees that Employer must pay Navia for Services are set forth in the Fee section of each Schedule. To the extent that Navia sends a monthly invoice, all Fees are due upon receipt of the monthly invoice; however, there is a thirty (30) day period after which 1.5% interest per month will accrue with respect to any unpaid Fees to the extent Navia does not terminate the Agreement in accordance with Article III herein. If the invoice is mailed by Navia, the recipient is deemed to have received the invoice within three (3) Business Days after Navia mails the invoice. Failure to timely and completely pay such Fees may also result in suspension of all or part of the Services provided or, in Navia's discretion, termination of the Agreement.

3.2 FEES FOR ADDITIONAL SERVICES

Additional Fees for additional Services not listed in the Schedules shall be as mutually agreed in writing between Employer and Navia prior to performance. Such Fees may result from Employer's specific requests for legal guidance provided by an outside firm, development time, or third-party audit Fees.

3.3 FEE TERMS AND CHANGES IN FEES

(a) Fees are effective beginning with the Effective Date unless otherwise provided herein.

(b) Navia may change Fees to the extent that (i) changes are made in applicable law that materially affect the rights and obligations of Navia set forth herein, (ii) Employer amends the Benefit Plan in a manner that materially impacts the Services provided herein; or (iii) Navia provides written notice of a proposed Fee change to Employer. Fee changes must be approved in writing by the parties. If Employer does not agree with such proposed Fee changes, Employer may terminate the Agreement with no less than thirty (30) days prior written notice. from the date that Navia notified Employer of the Fee changes.

ARTICLE IV. WARRANTIES AND REPRESENTATIONS

4.1 MUTUAL WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants the following:

(a) the Party's execution, delivery and performance of this Agreement: (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party;

(b) This Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms;

(c) Such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder; and

(d) Both Parties will perform their respective obligations under this Agreement in compliance with all laws, rules, regulations, and other legal requirements applicable to the Party.

4.2 NAVIA'S WARRANTIES AND REPRESENTATIONS

(a) Navia represents and warrants that the Services shall reasonably conform to the Schedules described herein.

(b) Other than as specifically set forth herein, Navia makes no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaims all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

4.3 EMPLOYER'S WARRANTIES AND REPRESENTATIONS

Employer represents and warrants they are not subject to any pending or threatened litigation, governmental action, or investigation from the IRS, DOL, HHS, or otherwise with respect to any Benefit Plans. If Employer is subject to any litigation, action, or investigation, or becomes subject while this Agreement is in effect, Employer shall promptly notify Navia in writing in advance of the Effective Date of this agreement, or within 10 days of Employer becoming aware of such litigation, action, or investigation.

ARTICLE V: INFORMATION AND RECORDS

5.1 RECORDS GENERALLY

Employer and Navia shall retain records and supporting documentation sufficient to document its satisfaction of its obligations under this Agreement in accordance with laws and generally accepted accounting principles for at least seven (7) years from the date such record or documentation is created.

5.2 CONFIDENTIAL AND PROPRIETARY INFORMATION - GENERALLY

(a) The term "Confidential Information" shall mean all non-public data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of Navia, its customers. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or

otherwise. Confidential Information shall not include Benefit Plan information (i.e. card swipe data, Benefit Plan reports, claims, explanation of benefits, and Protected Health Information or Personally Identifiable Information). Such data will be protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Health Information Technology for Economic and Clinical Health Act (HITECH") and/or other applicable privacy and security laws.

(b) Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives, Affiliates, and Subcontractors not to disclose Confidential Information of the other Party, during or after the Term of this Agreement, other than on a "need to know" basis and then only to: (a) Affiliates; (b) Representatives; and/or (c), Subcontractors provided that any third parties who receive Discloser's Confidential Information from Recipient or on behalf of Recipient are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) as required by law or as otherwise expressly permitted by this Agreement.

(c) Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out its obligations set forth herein.

(d) Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish, or disseminate, but not less than a reasonable level of care.

(e) Upon the Discloser's request following expiration or termination of this Agreement for any reason, the Recipient shall promptly return or destroy all Confidential Information in the possession of Recipient or Recipient's Affiliates, Representatives or Subcontractors, provided that either Party may retain copies of such files as are needed to administer the Benefit Plan(s) or to protect its interests. If it is determined that returning or destroying all Confidential Information of Employer is infeasible Navia shall extend the protections of this Agreement to such Confidential Information.

(f) The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser's Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

(g) A Party's Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of that Party.

(h) The Parties understand and agree that Employer and a Municipal Corporation organized and existing under the laws of the State of Kansas and is subject to Kansas laws including the Kansas Open Records Act and documents or information, whether or not they are "Confidential Information," may be released by the Employer if requested under the provisions of that Act.

5.3 MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

Employer may not issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of Navia, including, without limitation, in promotional or marketing material or on a list of vendors, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing

Party. Provided further, that Navia acknowledges and consents to the final signed Agreement being included in the public record and on the Governing Body agenda.

5.4 PROTECTED HEALTH INFORMATION

Protected Health Information ("PHI"), as defined by 45 C.F.R. 160.103, if any, that is used or disclosed by the Parties in accordance with this Agreement, will be governed by the terms and conditions set forth in the Business Associate Agreement between the Parties. Employer agrees that Navia may communicate confidential, PHI or otherwise sensitive information to Employer and Navia will not be responsible in the event Employer misroutes or improperly uses or discloses such information where such information was used or disclosed by Navia for purposes of administration of the Benefit Plan(s) or used or disclosed for the purposes of carrying out Navia's duties and responsibilities under this Agreement.

5.5 INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights in and/or title to its respective Intellectual Property Rights. Other than as expressly provided in this Agreement, (a) nothing contained herein shall be construed as granting a Party any license, right, title, or interest in or to any of other Party's Intellectual Property Rights and (b) neither Party is developing any work product for the other.

5.6 ONLINE SERVICES

(a) Navia may provide access to a password-protected website maintained by Navia or Navia's Subcontractor(s) in connection with the Services (the "Website"). Navia may unilaterally make reasonable adjustments and improvements to the Website at any time and without prior notice. Neither Navia nor Navia's Subcontractor is under any obligation to make any adjustments to the Website that are requested by Employer or any other third party. Navia will continue to review and update the website to make sure it meets the requirements herein and applicable privacy and security laws.

(b) The Website may include information related to Navia's other services and/or links to other websites to the extent permitted by law. Navia neither grants a license for nor is responsible for any external links to third party websites provided on the Website.

(c) Employer acknowledges that Employer and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Website.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.1 LIMITATION ON LIABILITY

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY ALLEGED TO BE LIABLE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES, IF NAVIA IS FOUND LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES, SUCH DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO ACTUAL DAMAGES.

(b)

(c) Navia is not liable for the acts or omissions of a prior administrator or the acts or omissions of Employer if prior administration was conducted by Employer.

(d) Navia shall not be liable for any action, conduct, or activity taken by Navia, or any failure to act, at the written request of Employer.

(e) Neither party will be liable for and will be excused from any failure or delay in satisfying its obligations set forth herein if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft, severe inclement weather, or labor dispute), outages, legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other party. This section does not excuse Employer from its obligations to pay any of the Fees or to fund the Benefit Plans as provided herein.

Navia neither assumes nor underwrites any liability of Employer under the Benefit Plans, and acts only as provider of the services specifically described herein. Navia shall not be responsible for any over disbursed benefits, including but not limited to over disbursements due to insurance claim adjustments after benefits have been reimbursed. The Services performed shall be ministerial in nature and shall be performed in accordance with the direction, guidance, framework, and interpretation of the Benefit Plan(s) established and communicated by Employer. Navia shall have no discretionary authority or control over the Benefit Plan(s), funds, and Covered Individuals. Specifically, the Employer has the absolute authority with respect to the control, management, investment, or disposition and utilization of all plan assets, if any; and Navia shall neither have nor be deemed to exercise any discretion, control, or authority with respect to the disposition of any plan assets.

6.3 REMEDIES

The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity.

6.4 STATUTE OF LIMITATIONS

The Parties agree that no legal action may be brought by a Party ("Plaintiff") against the other more than two (2) years after the date the claim giving rise to such action became known by the Plaintiff or, exercising reasonable diligence should have been known by the Plaintiff.

ARTICLE VII: MISCELLANEOUS

7.1 SECTION HEADINGS

Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

7.2 WAIVER OF RIGHTS

No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

7.3 INVALID/ILLEGAL/UNENFORCEABLE PROVISIONS

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7.4 AMENDMENT

Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

7.5 AGREEMENT

(a) This Agreement, the Schedules, and any Exhibits and the attached Addendum reflect the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.

(b) This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction

(c) Notwithstanding the general rules of construction, both Employer and Navia acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

(d) This Agreement shall be governed by the applicable laws of Kansas without regard to any of its conflict of law principles and any dispute arising out of this Agreement will be settled in any court of competent jurisdiction in Johnson County Kansas.

7.6 NOTICES

(a) All legal notices required to be sent by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified on the Contract Information Page or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:

i. By first class, registered or certified United States mail, return receipt requested and postage prepaid,

ii. Over-night express courier,

iii. By hand delivery to such addresses, or

iv. Electronic mail with return receipt.

(b) Such notices shall be deemed to have been duly given (i) five (5) Business Days after the date of mailing as described above, (ii) one (1) Business Day after being received by an express courier during business hours, or (iii) the same day if by hand delivery or by email

7.7 CONSENT

Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

7.8 THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, including but not limited to Covered Individuals and Eligible Employees, and

nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

7.9 ADVERTISING

Navia may indicate in its marketing materials and proposals to other prospective customers that this Agreement has been awarded and may describe the nature and objective(s) of this engagement. No such statements by, or materials of, Navia will disclose any Employer Confidential Information.

7.10 INSURANCE

Navia agrees throughout the term of the Agreement to maintain in full force and effect commercial general liability, umbrella liability, error and omissions liability, and professional liability insurance coverage in a reasonable amount, and workers' compensation insurance in the amount required by law, at its own expense. Upon request, Navia shall furnish to Employer a certificate of insurance evidencing the same.

BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

Employer has established one or more of the following Benefit Plans (the "Plan" or "Plans") for purposes of providing benefits administration and/or reimbursement of certain eligible expenses incurred by Covered Individuals:

- Cafeteria Plan Document and Forms
- Health and Dependent Care Flexible Spending Arrangements
- Health Reimbursement Arrangements
- Section 132 Transportation and Parking Plan
- Code Section 223 Health Savings Account

In addition, Employer may offer one or more of the following other Plans for purposes of complying with applicable laws or providing additional benefits.

- Wellness Plan
- Federal COBRA Administration
- Direct Billing or Direct Billing Administration

Employer has asked Navia to assist it with its administrative obligations under one or more of the Plans identified above. The specific Plan-related Services are described in each Schedule. Only those Services chosen by Employer pursuant to an Application and for which the applicable Fee is paid as set forth in the Fee section of each Schedule (or, as set forth below with respect to additional requested Services), will be provided by Navia.

ARTICLE I. STANDARD BENEFIT PLAN SERVICES

1.1. Employer is solely responsible for the operation and maintenance of the Plans. It is Employer's sole responsibility and duty to ensure that each Plan complies with the applicable laws and regulations, and Navia's provision of Services under this Agreement does not relieve Employer of this obligation.

1.2. If applicable to the particular Plan, Navia will provide Navia's standard plan document, summary plan description, and forms to be used by Employer as a template for creating the governing documents for the Plan(s). Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer's Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Plan(s). Navia is not responsible for making any changes or amending the documents. It is Employer's responsibility to review the documents and ensure they conform to the facts and circumstances specific to Employer and the Plans, and ensure the documents comply with applicable laws. Employer shall also make such documents available to Covered Individuals as required by law.

1.3. Employer will provide to Navia timely, accurate and complete information relating to the Covered Individuals and the Plans as is necessary for Navia to satisfy its obligations hereunder. Employer shall provide information in the format and method approved by Navia (consolidated spec file). In the event such information (i.e. data reports and files) requires manual processing or requires a method not in Navia's business process, such processing shall be subject to Fees (Noncompliant File Processing Fee) as provided in the applicable Schedule. In the event that the

information is not timely reported or verified, and in the event that there are disbursements made by Navia that would not have been made if the occurrence had been reported on the same day of each such occurrence, then Employer shall be responsible for such disbursements and shall reimburse Navia therefore upon request by Navia. Employer shall be responsible for accurate Participant payroll deductions, reporting of deductions, and W-2 reporting and shall ensure that any terminated employer contacts (human resources, payroll, broker contacts, or other Employer contacts with access to the Website) are immediately reported to Navia within a reasonable time, but no event more than three(3) business days of the occurrence. However, Employer shall be responsible for any consequences of failing to report such terminations on the same day of the occurrence, including by not limited to the unauthorized disclosure of information to former Employer contacts. Navia is not "a person" who is responsible for administering or providing benefits under the COBRA benefit within the meaning of Internal Revenue Code section 4980B (e)(1)(B). Navia is not responsible for the payment of excise taxes imposed under Internal Revenue Code section 4980B and is not responsible for the preparation or filing of Internal Revenue Service Form 8928. Navia shall provide such information as Employer reasonably requests in order to calculate excise taxes imposed under Internal Revenue Code section 4980B or to prepare IRS Form 8928. With respect to COBRA services, Navia is merely a collection agent for the employer and any amounts collected belong to the Employer. Employer agrees to reimburse Navia for any taxes, or other similar charges, in connection with COBRA administration, assessed against Navia.

Employer understands and agrees that Navia may rely on all information provided to it by Covered Individuals and/or Employer in accordance with this Agreement as true and accurate without further verification or investigation by Navia. Navia shall not be responsible for the receipt of inaccurate and/or incomplete information or data files. Navia shall not be responsible for any delays in providing services under this Agreement and any financial or adverse consequences due to the receipt of the inaccurate and/or incomplete information or data files or for Employer's failure to send data files.

1.4 If applicable to the Plan(s), Navia will send education and engagement materials in the form of electronic mail campaigns direct to Employees and make enrollment kits (describing the benefit), enrollment forms, online enrollment specification files, and claim forms available on the Website and/or to Employer for distribution to Covered Individuals. Navia is only obligated to process claims submitted to Navia in accordance with the instructions set forth on Navia's claim forms. Navia will process claims in accordance with applicable law, its standard operating procedures, and the terms of the Plan to the extent that such terms are provided to Navia and are consistent with Navia's standard operating procedures. Navia may also provide claims submission capabilities via online and through a smart phone application for certain Plans. If Navia denies a request for reimbursement, Navia will review the 1st level appeal. If the Plan provides for 2 levels of appeal Employer will be responsible for the final determination. Employer shall be the fiduciary and Plan Administrator of the Benefits Plans and shall be responsible for interpreting the Plans, its provisions, terms and conditions and make any and all determinations as to eligibility, appeal, and change in status events, as applicable.

1.5 In the event that a Covered Employee is reimbursed less than is otherwise required by the Plans, Navia will promptly adjust the underpayment to the extent that Employer has satisfied its funding obligations as set forth herein. If it is discovered that a Covered Employee was overpaid, or the Covered Employee fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, Navia will make reasonable attempts to request repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and

regulations. If the Covered Employee fails to repay or offset, Navia will notify Employer upon Employer's written request for such report or data. Employer is responsible for taking any additional action permitted or required by law (e.g., including such amounts in income or garnishing wages consistent with applicable laws). Navia shall have no obligation to request repayment or offset to the extent such overpayment is a result of Employer's acts or omissions, such payments were authorized by Employer or Employer has failed to satisfy its funding obligations.

1.6 The specific funding requirements are set forth in each Schedule. Generally, Employer shall make sufficient employer funds from its general assets available to pay benefits under the Plan(s). These employer funds shall not be deemed employee salary reductions or plan assets. Employer shall provide Navia Employer funds sufficient to enable Navia to pay benefits. If at any time the amount of benefits payable under the Plan exceeds the amount received Employer shall transfer an amount necessary to fulfill its funding obligations under the applicable Plan(s). Navia will deposit these Employer funds into a Navia owned account to facilitate the payment of claims. Any interest generated by Employer funds deposited into the Navia owned account shall belong to Navia as reasonable compensation under this Agreement. Navia may use such funds for any legal purpose including, but not limited to, to offset any fees of the financial institution with respect to such account. To the extent that such interest (after deducting applicable fees) is not in excess of LIBOR plus 2-percent, Navia shall be entitled to retain such interest. Navia will return interest in excess of these permissible amounts to the Employer and the Employer agrees that it will use such amounts in accordance with applicable laws, including but not limited to ERISA when applicable.

Navia may suspend processing all benefit payments, electronic payment cards, and any other reimbursements, and distributions in the event Employer fails make sufficient funds available to pay benefits under the Plan(s) and/or fails to fund the Plan(s) according to the relevant Schedule. Navia shall not be responsible or liable for the funding of claims for benefits under any Plan. If at any time Navia has paid out more in benefits than received in funding (based upon either individual Covered Employee accounts or the Plan(s) aggregate balance) Employer shall deliver to Navia an amount equal to that deficit upon Navia's written request. If such funding is not received within two (2) days Navia may suspend all Services including but not limited to suspension of Electronic Payment Cards and benefit reimbursements.

1.7 If relevant to the Plan(s), Navia shall provide on-site enrollment meetings and attendance at benefits fairs, as reasonably requested by Employer, for the Fee and costs set forth in the Schedule.

1.8 Navia shall provide customer support weekdays, 5 a.m. to 5 p.m. Pacific Time, excluding holidays.

1.9 Navia will conduct Nondiscrimination Testing ("NDT") required under the Code for the attached Schedules. Navia will provide Employer with a Request for Information ("RFI") form requesting the data necessary to complete the NDT or provide an online version of the RFI. Within a reasonable amount of time after receipt of the requested information, Navia will provide test results, which will be based solely on the information provided by Employer and/or information maintained by Navia in accordance with the Schedule. Such test results are not intended as legal or tax advice and shall not be relied upon as legal or tax advice. Navia is under no obligation to advise Employer regarding specific corrective measures beyond providing the test results.

1.10 Employer may review reports summarizing the Plan via the Website. Employer is responsible for reviewing the reports submitted by Navia and notifying Navia of any errors of which it is aware within a reasonable period of time after reviewing them.

ARTICLE II. ELECTRONIC PAYMENT CARD SERVICES

2.1. If applicable to the Plan(s) selected in the attached Schedule(s), at Employer's request and payment of all applicable Fees, the Card Services Provider may make an Electronic Payment Card available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:

2.2. Covered Employees or Employer shall provide to Navia a valid email address for each Covered Employee requesting an Electronic Payment Card.

2.2.1. The Card Services Provider will issue an Electronic Payment Card to each Card Recipient within thirty (30) days of Navia's receipt of the Covered Employee's enrollment data or the Covered Employee's online, electronic mail or form request. Employer understands and acknowledges that the Card Services Provider issues Electronic Payment Cards based solely on the information provided by Employer. Navia and the Card Services Provider have no obligation to verify or confirm that Card Recipients are Covered Individuals.

2.2.2. Card Recipients must agree to use the Electronic Payment Card in accordance with the terms of the Cardholder Agreement that accompanies the Electronic Payment Card. The Electronic Payment Card will be deactivated if the Covered Individual fails to use the Electronic Payment Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.

2.2.3. The Electronic Payment Card may be used by Card Recipients to pay for eligible expenses (as defined by applicable law and the applicable Plan to the extent consistent with Navia's standard operating procedures) in accordance with the applicable rules and regulations.

2.2.4. Navia will require substantiation of expenses paid with the Electronic Payment Card in accordance with the requirements set forth in the Code and/or other applicable guidance. The Electronic Payment Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by Navia in accordance with Federal guidelines.

2.2.5. All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its funding obligations as set forth herein, the date Employer files for bankruptcy and/or as necessary to prevent fraud or abuse (as determined by Navia).

CAFETERIA PLAN SERVICE SCHEDULE

Employer has established a Code Section 125 Plan to allow eligible employees to pay for their share of certain Benefit Plan coverage with pre-tax salary reductions (including but not limited to Employer contributions).

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

ARTICLE I. STANDARD SERVICES

1. Navia will provide a sample Code Section 125 plan document, summary plan description, and forms for review by Employer and Employer's legal counsel. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and the Benefit Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. Navia is not responsible for making changes or amending the documents.

2. All Benefit Plan elections and changes to elections will be processed as instructed by Employer and in accordance with the terms of the sample plan document referenced in 1.1 above and applicable law. Employer will provide Eligible Employees with election and change of election forms provided by Navia. If necessary, for Navia to administer the other Services provided under this Agreement, Employer will collect and submit the completed election forms and/or change of election forms to Navia as soon as possible after receipt of such forms but no later than the effective date of such elections or change of elections. Employer is responsible for determining who is eligible for the Benefit Plan and who has satisfied the requirements to become a Covered Individual in the Benefit Plan. In addition, Employer is ultimately responsible for determining whether a requested change in election is permitted.

HEALTH FLEXIBLE SPENDING ARRANGEMENT ("HEALTH FSA") AND DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT ("DAY CARE FSA") SCHEDULE BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.
As part of the Services, Employer has asked Navia to assist it with Flexible Spending Arrangement ("FSA") administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION
Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report ("EDR") or submits an approved payroll report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of online availability of the EDR, Disbursement, and Year-to-Date report.

1.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

1.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

1.3. PLAN DESIGN OPTIONS

1.3.1. If Employer provides for the Grace Period under IRS Notice 2005-42 (the "Grace Period") Navia shall process claims against the prior Plan Year for services incurred through the 15th day of the third month following the end of the Plan Year. If applicable, apply any residual balance of Grace Period claims against the current Plan Year benefit.

1.3.2. If Employer provides for Carryover Administration under IRS Notice 2013-71 (the "Carryover") Navia shall:

1.3.2.1. Carry over the lesser of the balance in the Health FSA as of the Carryover Date or $500, from the previous year into the immediately following Health FSA Plan Year. The "Carryover Date" shall mean the date on or about the 15th day after the last day of the Run-Out Period. The "Balance" shall mean Health FSA Plan Year election less disbursements of the Health FSA.

1.3.2.2. Reduce the prior year Health FSA election according to the amount of the Carryover.

1.3.2.3. Establish a Health FSA election for Covered Employees with Carryover amounts that failed to enroll in the Health FSA in the immediately following Health FSA Plan Year. Monthly participant Fees shall apply as of the Carryover Date.

1.3.2.4. Adjudicate and process claims against the carryover amount after the Carryover Date. Upon request, Navia shall apply claims incurred in the immediately following year against unused amounts in the prior year before the Carryover Date. Such adjustments shall be subject to a Fee of $65.00 per adjustment.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION

Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. REPORTING

Employer shall submit an approved payroll file or reconcile the EDR against payroll deductions for each processing date through the Website. If Employer cannot or does not perform this responsibility, Navia may charge $65.00 per reconciled report. If Employer fails to provide the approved payroll file or reconcile the EDR for more than forty-five (45) days from the pay date deduction Navia may suspend claim processing.

2.3. FUNDING

For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year an Employer deposit equal to five percent (5%) of the projected annual elections for the Plan (the "Deposit") or $1,000 whichever is greater. Employer shall pay the Deposit within thirty (30) days of receipt of the invoice. Any deposit held with Bancorp shall count toward any requirement in this Section. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES – The Following Fees shall be guaranteed for three (3) years (commencing December 31, 2019).

3.1. Plan Year Fees:

$100.00 annual fee for the Plan administration.

3.2. Monthly Processing and Administration Fees:

$5.75 per month per FSA Covered Employee ($50/month minimum)

3.3. Summary Plan Description Fee: $3.50 per Summary Plan description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.

3.4. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:

3.4.1. Employer shall pay to Navia $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
3.4.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
3.4.3. Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
3.4.4. Air travel time is charged as a full day cost, of $300.00 per day.

3.5. Plan Document Amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia the following Fees:

3.5.1. $150 per amendment pertaining to general Plan design, eligibility or benefits.

3.6. Ad Hoc Reporting: $75 per hour for manual reports not part of the Navia reporting suite.

3.7. Noncompliant File Processing Fee: $150 per month

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls. This Exhibit is intended to comply with the Business Associate Agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ('ARRA"), (collectively "HIPAA").

Navia recognizes that in the performance of Services under the Agreement it may have access to, create, and/or receive from the Benefit Plan(s) or on its behalf Protected Health Information ("PHI'). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the Benefit Plan(s) or on its behalf by Navia. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below or in the Agreement, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein or in the Agreement, shall have the same meaning as those terms are defined under HIPAA. This Exhibit shall be automatically amended to incorporate changes by Congressional act or by regulations of the Secretary that affect Business Associate or Covered Entity's obligations under this Exhibit.

1. Definitions.

1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.

1.2. Business Associate. "Business Associate" shall mean Navia Services, Inc. ("Navia").

1.3. Covered Entity. "Covered Entity" shall mean the Benefit Plan(s).

1.4. Electronic Protected Health Information. "Electronic Protected Health Information" ("ePHI") shall have the same meaning as the term "electronic Protected Health Information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

1.5. HHS. "HHS" shall mean the Department of Health and Human Services.

1.6. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.

1.7. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act.

1.8. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.9. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.10. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

1.11. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.103.

1.12. Secretary. "Secretary" shall mean the U.S. Secretary of the Department of Health and Human Services or his or her designee.

1.13. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.

1.14. Security Rule. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subparts A and C.

1.15. Standards for Electronic Transactions Rule. "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.

1.16. Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR 160.103.

1.17. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning given the term "unsecured protected health information" in 45 CFR 164.402.

2. Obligations and Activities of Business Associate

2.1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2. Business Associate agrees to take reasonable efforts to limit its use and disclosure of, and requests for, PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The foregoing minimum necessary standard does not apply to: 1) disclosures or requests by a health care provider for treatment purposes; (2) disclosures to the Individual who is the subject of the information; (3) uses or disclosures made pursuant to an Individual's authorization; (4) uses or disclosures required for compliance with HIPAA; (5) disclosures to HHS when disclosure of information is required under the Privacy Rule for enforcement purposes; (6) uses or disclosures that are required by other law.

2.3. Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI and comply with applicable requirements under the Security Rule.

2.4. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in Section 2.6. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the individual committing the Breach, who is an employee, officer, or other agent of Business Associate.

2.5. Notice shall be made without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of a Breach by Business Associate.

2.6. Notice of a Breach shall include, to the extent possible the following:

2.6.1. Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.

2.6.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.

2.6.3. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).

2.6.4. The steps Individuals should take to protect themselves from potential harm resulting from the Breach.

2.6.5. A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.

2.6.6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

2.7. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in accordance with 45 CFR 164.412.
Upon Covered Entity's request, Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.6., unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Navia and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.6., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance. Any notice required to be provided to HHS will be provided by Covered Entity. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Exhibit and/or any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Navia's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by the Employer by any means Navia selects, including through e-mail. Navia's obligation to report under this Section is not and will not be construed as an acknowledgement by Navia of any fault or liability with respect to any Use, Disclosure, or Security Incident.

2.8. Business Associate shall require each of its subcontractors, agents, or brokers, that creates, receives, maintains, or transmits PHI on behalf of Covered Entity to enter into a written agreement with Business Associate that provides satisfactory assurances that the subcontractor will appropriately safeguard that information, including without limitation the subcontractor's agreement to be bound by the same restrictions and conditions that apply to Business Associate with respect to such information.

2.9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI available to the Secretary, within ten (10) Business Days after receipt of written request or otherwise as designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule

2.10. Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate will not be obligated to record disclosures of PHI or otherwise account for disclosures of PHI if neither Covered Entity nor Business Associate is required to account for such disclosures pursuant to the Privacy Rule.

2.11. Business Associate agrees to provide to Covered Entity or, upon Covered Entity's request, to an Individual, within ten (10) Business Days after receipt of written request, information collected in accordance with Section 2.10 of this Exhibit, in order to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.12. Business Associate agrees to provide access, at the request of Covered Entity and within ten (10) Business Days after receipt of written request, to PHI in the custody

and control of Business Associate in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If PHI is maintained in a Designated Record Set electronically, and an electronic copy of such PHI is requested, Business Associate will provide an electronic copy in the form and format requested if it is readily producible in such form and format. If it is not readily producible in such format, Business Associate will work with the Covered Entity or, at the Covered Entity's request, the individual to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

2.13. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set in the custody or control of Business Associate within ten (10) Business Days after receiving written request from the Covered Entity or, upon Covered Entity's request, as requested in writing by an Individual pursuant to 45 CFR 164.526.

2.14. In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any subcontractors or agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

2.15. Business Associate shall not directly or indirectly receive payment in exchange for any PHI of an Individual unless Covered Entity or Business Associate received a valid authorization from the Individual, in accordance with 45 CFR 164.508, unless permitted under the HIPAA rules.

2.16. Business Associate shall not use PHI for marketing purposes without a valid authorization from the affected Individuals, unless such communication is permitted under the HIPAA rules

2.17. Business Associate shall not use or disclose genetic information for any reason unless authorized by law.

3. **Permitted Uses and Disclosures by Business Associate**

3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity related to the Administrative Services Agreement between Business Associate and Covered Entity.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required or authorized by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instance of which it is aware in which the confidentially of the information has been Breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

3.6. Except as expressly permitted by this Agreement, Business Associate shall not use or disclose PHI in any manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

4. Obligations of Covered Entity and Employer

4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.4. Employer acknowledges and agrees that Business Associate may disclose PHI in its possession to Employer's workforce as necessary to administer the Plan(s). Employer shall timely notify Business Associate in writing of any terminations or changes of such employees. Business Associate shall not be responsible for any improper use or disclosure of PHI by or caused the Plan, Employer, or Employer's Workforce.

4.5.

5. Permissible Requests by Covered Entity

5.1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for uses or disclosures for the purposes of data aggregation, management, and administrative activities of Business Associate.

6. Miscellaneous

6.1. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Service, returning or destroying all of the PHI received from Covered Entity or created or received by Navia on behalf of Covered Entity, is infeasible. Therefore, Navia shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Navia maintains such PHI.

EXHIBIT B EMPLOYER CERTIFICATION

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls.

Employer sponsors a Benefit Plan or Benefit Plans where certain members of Employer's workforce perform services in connection with administration of the Benefit Plan(s). Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Benefit Plan(s) or its Business Associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of Employer's workforce unless Employer agrees to the conditions and restrictions set out below. To induce the Benefit Plan(s) to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Benefit Plan(s), Employer hereby accepts these conditions and restrictions and certifies that the Benefit Plan(s) documents have been amended to reflect these conditions and restrictions. Employer agrees to:

1. Not use or further disclose the information other than as permitted or required by the Plan Document or as required by law;

2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Benefit Plan(s), agrees to the same restrictions and conditions that apply to Employer with respect to such information;

3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee Benefit Plan of Employer;

4. Report to the Benefit Plan(s) any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Benefit Plan(s) or required by law;

5. Make available Protected Health Information to individuals in accordance with Section 164.524 of the Privacy Standards;

6. Make available Protected Health Information for amendment by Covered Individuals and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

7. Make available the Protected Health Information required to provide an accounting of disclosures to Covered Individuals in accordance with Section 164.528 of the Privacy Standards;

8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Benefit Plan(s) available to the Department of Health and Human Services for purposes of determining compliance by the Benefit Plan(s) with the Privacy Standards;

9. If feasible, return or destroy all Protected Health Information received from the Benefit Plan(s) that Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Benefit Plan(s) and members of Employer's workforce, as required by law.

Return to Agenda

Staff Review

7.H.

Fact Sheet

SUBJECT: **APPROVE AN AGREEMENT WITH PEERFIT, INC. FOR THE PURCHASE AND USE OF A WELLNESS PROGRAM PEERFIT, INC.**

December 16, 2019

DISCUSSION

Staff is requesting approval an agreement with Peerfit, Inc. for the purchase and use of a wellness program for staff.

Currently the City partners with the Jewish Community Center of Greater Kansas City to provide reduced monly membership fees based on overall membership volume. Human Resources completed an Employee Wellness Interest Survey earlier in 2019; this survey overwhelmingly indidicated a greater interest in more wellness facility options with City subsidy.

Human Resources researched various providers and found that Peerfit, Inc. would provide a solution with greater flexibility. With the Peerfit platform, users are granted 'credits' each month to use at a network of facilities/providers throughout the metropolitan area. The City would not incur any expense for any unused credits.

It is the recommendation of the Human Resources department that the Governing Body approve the purchase and use of a wellness program from Peerfit, Inc. The estimated annual expense will be $15,000, subject to future increases of up to 10%. Any incurred expense is eligible for reimbursement from BCBSKC wellness funds.

Nicholas Sanders
Director of Human Resources

SPONSOR

Human Resources

COUNCIL ACTION TO BE TAKEN

Approve agreement with Peerfit for the purchase and use of a wellness program.

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

ESTIMATED COSTS

$15,000

FUND SOURCES

11110.11250.633200

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENTERPRISE HEALTH SERVICE PROVIDER AGREEMENT BETWEEN THE CITY AND PEERFIT, INC. FOR AN EMPLOYEE WELLNESS PROGRAM

WHEREAS, the City is in need of services pertaining to an employee wellness program;

WHEREAS, Peerfit, Inc. provides such services; and

WHEREAS, the parties desire to execute an agreement regarding such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an agreement between the City and Peerfit, Inc., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

DRAFT

ENTERPRISE HEALTH SERVICE PROVIDER AGREEMENT

This ENTERPRISE HEALTH SERVICE PROVIDER AGREEMENT (this "**Agreement**"), is made and entered into as of January 1st, 2020 (the "**Effective Date**"), by and between City of Leawood, Kansas, a Kansas municipal corporation ("**Client**"), and Peerfit, Inc., a Delaware Corporation ("**Peerfit**"). Client and Peerfit are sometimes referred to herein as a "Party" and, collectively, as the "Parties."

BACKGROUND

a) Client is looking to improve and expand its employee benefits in regards to fitness and wellness opportunities through the use of the Peerfit Platform (as defined below) as part of the Peerfit Enterprise Health Services program (the "**Program**").

b) Peerfit maintains a network of third party wellness solutions providers through its Program for the benefit of its Enrolled Users (as defined below), connecting the Enrolled User to the third party wellness solutions, and provides ancillary administrative services, including system set-up and maintenance, customer support, engagement, marketing, and certain accounting-related services.

c) Client desires to utilize Peerfit's services and engage in Peerfit's Program for the benefit of its employees, and Peerfit is willing to provide the Program and services to Client.

In consideration of the foregoing and the mutual covenants, promises and agreements herein contained, and intending to be legally bound hereby, Client and Peerfit agree as follows:

AGREEMENT

1. **Definitions;** For the purposes of this Agreement:
   - 1.1. **"Platform"** means Peerfit's Program platform which enables members to communicate, purchase wellness experiences, book classes and purchase subscriptions using Credits.
   - 1.2. "**Credits"** shall mean the denomination of Peerfit's monthly flexible wellness currency, an allowance of which Enrolled Users can utilize to self-select and utilize third party wellness solutions providers through the Program.
   - 1.3. "**Billable Credits**" means the total Credits for which the Client may be invoiced each month, calculated as the total Credits utilized by Enrolled Users during such month.
   - 1.4. **"Eligible Member**" means those employees of Client, or such employees' spouses, whom Client deems eligible for a Member Subscription (as defined

below) under Client's subscription with Peerfit under this Agreement.

1.5. **"Enrolled User"** means any Eligible Member who enrolls in a Member Subscription (as defined below) by creating an account through the Peerfit Platform.

1.6. **"Credit Allowance"** means the number of Credits an Enrolled User can use per month pursuant to a Member Subscription (as defined below).

1.7. **"Member Subscription"** means any Enrolled User's monthly subscription for an allowance of Credits to be used each month provided pursuant to this Agreement.

1.8. **"Confidential Information"** means all non-public information of a Party, whether oral, electronic, visual, or in writing, and whether or not marked confidential, including, but not limited to, information relating to the Program (and its pricing, assets, operations and finances), prospective business opportunities, all technical and non-technical information, patent, copyright, trade secret, trademark and other proprietary information related to the current, future and proposed products and services of such Party. "Confidential Information" also includes, without limitation and whether oral, electronic, visual, or in writing, information concerning research, experimental work, development, financial information, vendors, customer information, customer lists, procurement requirements, pricing information, business forecasts, sales and merchandising and marketing plans and information related to the current, future and proposed products and services of such Party. "Confidential Information" might also include information that could be used to identify an individual. Confidential Information shall not include information that the Receiving Party (as defined below) can demonstrate: (a) at the time of disclosure hereunder is generally available to the public; (b) after disclosure hereunder, becomes generally available to the public without breach of this Agreement by the Receiving Party; (c) was disclosed to the Receiving Party by a third party that had the unrestricted right to disclose such information; (d) is or has been developed by the Receiving Party (as evidenced by the Receiving Party's contemporaneously maintained written records) independently of the disclosures by the Disclosing Party; or (e) does not include information subject to disclosure under the Kansas Open Records Act.

2. **Services;**

2.1. **Billing and Payment Terms.** Client agrees to pay Peerfit according to the terms of the Proposal attached hereto as Exhibit A, incorporated herein by reference.

2.2. **Eligibility**. Client shall pay a flat fee in the amount specified in Exhibit A hereto for each Eligible Member per month, invoiced and payable as set forth in Exhibit

A hereto. Peerfit reserves the right to revisit these fees and unilaterally modify them from time to time, in its sole discretion, upon written notice to Client prior to the effective date of any such adjustment, if the Eligible Members of Client changes by +/- 15% during the contract period; provided, however, that any such price increases will not exceed 10% in any calendar year. Client will identify the Eligible Members to Peerfit in a manner mutually agreeable to the parties. Client is responsible for updating the list of Eligible Members to identify new individuals eligible to participate in the Program or who no longer are eligible to participate in the Program. Client shall be liable for any Member Subscription for an Enrolled User who is no longer eligible to participate in the Program unless and until Client has notified Peerfit of the Enrolled User's changed status. The total number of Eligible Members under this Agreement at any time may not be reduced below 30% of the Eligible Member Range without the prior written consent of Peerfit. "**Eligible Member Range**" means the highest total of Eligible Members that there has been under this Agreement at any one time within the prior 12 calendar months.

2.3. **Enrollment**. Eligible Members shall be required to create an account through the Peerfit Platform to become an Enrolled User and to receive access to their Member Subscription. Enrolled Users must agree to the terms and conditions for the Peerfit Platform. Each Enrolled User will be solely responsible for maintaining the confidentiality of their account login information and shall be responsible for all activity associated with the account.

2.4. **Monthly Credit Allowance**. Enrolled Users shall be entitled to use Credits up to the Credit Allowance agreed to between Peerfit and Client in the Proposal attached hereto as Exhibit A, as may be amended from time to time through the mutual agreement of the Parties.

2.5. **Credit Redemption**. Enrolled Users may use their Credits to purchase wellness experiences from wellness partners participating in Peerfit's network according to the price per experience listed through the Peerfit Platform, denominated in Credits. Credits may only be utilized once, unless they are refunded to the user's Credit Allowance due to a cancellation (according to the cancellation policy listed at peerfit.com). Client shall pay a fee of $3.50 per Billable Credit each month, invoiced and payable as set forth in Exhibit A hereto.

2.6. **Promotion & Services**. Peerfit will assist Client in communicating information about the Program to Eligible Members. This assistance may include, but is not limited to: events, printed flyers distributed by Client, email campaigns, and targeted online advertising. Client agrees to provide Peerfit with reasonable assistance and access to its Eligible Members for the purposes of educating and

encouraging engagement in the Program.

2.7. **Member Subscription Cancellation.** An Enrolled User may cancel their Member Subscription at any time by providing notice to Peerfit through the Peerfit Platform. At such time, the Enrolled User will be ineligible to participate in the Program unless they re-enroll. Client may cancel an Enrolled User's Member Subscription at any time by updating the eligibility file provided to Peerfit through the Platform. The cancellation of a Member Subscription will take effect at the end of the calendar month in which Peerfit receives such notice of the former Eligible User's ineligibility from the Client, and the Enrolled User shall retain the right to use any Credits remaining unused in their Credit Allowance for such month until the cancellation takes effect at the end of the calendar month. Client is responsible for notifying Peerfit of the termination of any Enrolled User via the eligibility file, and will be responsible for any Member Subscriptions still active at the beginning of a calendar month before Client provides such notice.

2.8. **Enrolled User and Facility Disputes.** Client understands that in the event that an Enrolled User has a dispute relating to such Enrolled User's exercise of the Facility or Facility access booked by Enrolled User, Client understands that such dispute shall be between Facility and Enrolled User. Client further understands that Facility has the right at its sole discretion to refuse service to Enrolled User should Enrolled User fail to adhere to or follow Facility's rules, terms and conditions, and policies.

3. **Term; Term-End Procedures;**

3.1. **Term.** This Agreement will commence on the Effective Date and continue for an initial period of twelve (12) months (the "**Initial Term**"), unless earlier terminated as set forth herein. At the end of the Initial Term, this Agreement will automatically renew for an additional twelve (12) month term (each a "**Renewal Term**"), and will continue to automatically renew for subsequent Renewal Terms unless either Party gives the other Party written notice of its intent not to renew this Agreement at least one (1) month prior to the end of such Initial Term or Renewal Term. Any changes to the terms of this Agreement to take effect during a Renewal Term must be mutually agreed upon in writing at least one (1) month prior to contract renewal.

3.2. **Termination.** Either Party may terminate this Agreement for cause if the other Party materially breaches the Agreement (which includes any Exhibits, Statements of Work or amendments hereto), and does not cure such breach within fifteen (15) calendar days of receipt of written notice describing such breach from the non-breaching Party. Either Party shall have the immediate right to terminate this Agreement by providing written notice to the other Party, in the event that (i) the other Party becomes insolvent, enters into receivership, is the

subject of a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

3.3. **Term-End Procedures**. Beginning on the first day of the month following termination of this Agreement, all Member Subscriptions will terminate. Enrolled Users shall retain the right to use their Credit Allowance for the month during the final month of their Member Subscriptions. Upon termination of this Agreement, Client will promptly pay all outstanding amounts for Member Subscriptions. Those provisions of the Agreement that must survive to termination to achieve their essential purpose, shall survive termination.

4. **Relationship**. This Agreement does not constitute either party as a partner, joint venturer, employee, agent, or legal representative of the other for any purpose whatsoever. Neither party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, to incur debts or make collections for the other party or to bind the other party in any manner whatsoever; it being the intent of the parties hereto to create the relationship on the part of the other party of an independent contractor, for whose actions or failure to act, a party shall not be responsible.

5. **Ownership of Works; Infringement.** The Parties agree that any software, materials, deliverables or works prepared, delivered or otherwise made available by Peerfit or any employee or independent contractor of Peerfit in the course of providing the Program and/or the services described herein shall be the sole and exclusive property of Peerfit and shall not be considered works made for hire. To the extent any ownership interest arises for the benefit of Client as a matter of law in or to the materials or works prepared by Peerfit, Client hereby assigns to Peerfit as its sole and exclusive property all right, title, and interest in and to such materials and works. For the avoidance of doubt, Peerfit specifically acknowledges that its ownership interest does not extend to any Client Confidential Information. Client authorizes Peerfit to use only those trademarks, logos, information and other materials provided or identified by Client(together, the "**Client Materials**") solely to provide the Program during the Term. Peerfit specifically acknowledges and agrees that all right, title, interest and ownership in and to any Client Materials remains solely with Client. Client agrees that except for the right to access and use the Program as expressly provided herein, no right or license to any of Peerfit's intellectual property, including but not limited to intellectual property related to the Program is granted hereunder and Peerfit shall retain all such rights. The parties acknowledge and agree that individual Enrolled Users' usage and attendance information will be the property of the Enrolled User but will be available upon request to Client for the duration of this agreement provided that the Enrolled User remains an

employee of Client.

6. **Representations and Warranties of the Parties.** The Parties each represent and warrant to the other Party that the execution and delivery of this Agreement by such Party and the performance of its duties hereunder shall not result in a breach of, or constitute a default under, any agreement or understanding, oral or written, to which it may be bound.

   EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the generality of the foregoing, Client expressly acknowledges and agrees that Peerfit is not a healthcare provider and Peerfit shall not be liable for, or assume any responsibility for any decision by any Enrolled User to participate in a fitness class and all such activities should be undertaken in consultation with each Enrolled Users' health care provider. The Peerfit Program is HIPAA compliant, however, Peerfit does not warrant that the Program will operate without interruption or error, or that the Program will be totally secure.

7. **Assignment.** Either Party may assign this Agreement in whole or in part to any corporate affiliate or to any successor by merger, demerger or sale of substantially all of the assets to which this Agreement relates upon thirty (30) days' written notice to the other Party. Except as provided in the preceding sentence, neither Party shall assign this Agreement without the prior written consent of the other Party. Any effort to assign the Agreement in contravention of this provision shall be void.

8. **Confidentiality.**

   8.1. A party disclosing Confidential Information under this Agreement is referred to herein as a "Disclosing Party," and a party receiving Confidential Information under this Agreement is referred to herein as a "Receiving Party."

   8.2. Receiving Party shall keep confidential and not disclose to any third party or use for its own benefit, except as expressly permitted herein, or for the benefit of any third party, any Confidential Information disclosed by Disclosing Party, or any Confidential Information to which Receiving Party has access or an opportunity to gain knowledge by virtue of this Agreement. Receiving Party agrees to secure and protect the Confidential Information of Disclosing Party in the same manner as it would secure and protect its own Confidential Information (but using no less than reasonable care) and agrees to take appropriate action by instruction or agreement with its agents who are permitted access to the Confidential

Information to satisfy its obligations hereunder. The Parties agree that Disclosing Party shall be entitled to seek injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether in law or in equity. In the event of litigation relating to any matter relating to the improper disclosure of Confidential Information by Receiving Party, Disclosing Party shall be entitled to recover its reasonable attorneys' fees and expenses from Receiving Party. Upon written request, Receiving Party shall immediately destroy or return and redeliver to Disclosing Party all Confidential Information and all copies of Confidential Information, in whatever form of storage or retrieval. Receiving Party will send Disclosing Party immediate written notice upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and will cooperate with efforts by Disclosing Party to regain possession of Confidential Information and prevent its further unauthorized use or disclosure.

8.3. Notwithstanding Section 8.2 above, the Receiving Party may disclose Confidential Information as necessary to comply with applicable laws or court orders; provided, however, that, to the extent permitted by law, the Receiving Party shall promptly notify the Disclosing Party of such proposed production or disclosure and reasonably cooperate with the Disclosing Party, at Disclosing Party's reasonable expense, in Disclosing Party's efforts to limit or otherwise protect such Confidential Information. Any Confidential Information disclosed pursuant to the preceding sentence shall remain "Confidential Information" subject to the terms and conditions of this Agreement.

8.4. If it is determined that protected health information ("PHI") will be disclosed by Client to Peerfit, the terms of such disclosure will be governed by a Business Associate Agreement ("BAA") which will be separately executed.

8.5. The parties understand and agree that Client is subject to Kansas law, including the Kansas Open Records Act and this Agreement shall be construed to allow Client to disclose any information subject to that Act.

9. Peerfit shall, at its sole expense, reimburse, indemnify, defend and hold harmless Client, its affiliates and their respective directors, officers, employees, shareholders, agents and successors and assigns (each, a "Client Indemnified Party"), from and against any and all Liabilities resulting from any third-party claim, suit, action, judgment or other proceeding brought against a Client Indemnified Party, to the extent resulting from (i) any breach of this Agreement by Peerfit, including but not limited to, a breach of Peerfit's representations, warranties and covenants herein; (ii) any third-party claim that the Program violates the valid U.S. intellectual property rights of any third-party, provided that such claim does not arise due to the use of any Client Materials; or (iii) Peerfit's

gross negligence, fraud, professional misconduct, or willful misconduct.

Peerfit will not be responsible for damages, resulting from any third-party claim, suit, action, judgment or other proceeding to the extent resulting from (i) any breach of this Agreement by Client, including but not limited to, a breach of the confidentiality provisions herein or a breach of Client's representations, warranties and covenants herein; (ii) any third-party claim that the authorized use of Client Materials violate the valid U.S. intellectual property rights of any third-party; (iii) to the extent not allowed under the Kansas Tort Claims Act, Client's gross negligence, fraud, professional misconduct, or willful misconduct; (iv) the classification of Client's wellness benefits provided through the Product as a workplace wellness program or compliance of such benefits with the Patient Protection and Affordable Care Act, the Health Insurance Portability and Accountability Act, ERISA, COBRA, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Title VII, the Fair Labor Standards Act, state or federal tax laws, state nondiscrimination laws, or rules or regulations pertaining to cafeteria plans. For clarity, Client will be responsible for the damages caused by their gross negligence, intentional misconduct, or breach of this Agreement. If Client wants to incorporate any elements of the Program into a Client-provided workplace wellness program designed to comply with the foregoing laws or regulations, Client must notify Peerfit as to what information about Enrolled Users' usage will be required.

10. **Disclaimer; Limitation of Liability.** PEERFIT SHALL NOT HAVE ANY LIABILITY HEREUNDER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT PEERFIT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will the total aggregate liability of Peerfit for any claims, losses or damages arising out of this Agreement exceed the total amount of fees and other consideration actually received by Peerfit under this Agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

11. **Governing Law; Venue.** The validity, construction and performance of this Agreement and the legal relations between the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to its conflict of law principles. Exclusive jurisdiction and venue for all disputes arising out of or relating to this Agreement shall lie with the state and federal courts located in Kansas.

12. **Waiver and Severability.** No forbearance or delay by either Party in enforcing its rights hereunder shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any of the terms set forth herein shall be deemed to be a waiver of any other right or of any later breach. If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the

remaining provisions shall not be prejudiced.

13. **Entire Agreement.** This Agreement and any exhibits, appendices or Statements of Work incorporated herein constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement.

14. **Funding Clause.** This Agreement or any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto (the"Act"). By virtue of this Act, Client is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during Client's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

IN WITNESS WHEREOF, the parties have executed Agreement as of the date written below.

Peerfit, Inc.

11/20/2019

Date

By: DocuSigned by: Emma Maurer E4049104B46F4B0...

Name: Emma Maurer

Title: VP Enterprise Health, Peerfit

Client

Date

By:

Name: Peggy J. Dunn

Title: Mayor

Exhibit A

Proposal

Credit Allowance:

Monthly Credit Allowance Per Member: Tier 1: 32 Credits Tier 2: 24 Credits Tier 3: 16 Credits	Eligible Member Count Tier 1: 0 Tier 2: 0 Tier 3: 265
Per Eligible Member Per Month	$ 1.80
Cost Per Billable Credit	$ 3.50
Forecasted *Monthly* Cost	$ 1,830.34 to $ 2,028.47
Forecasted *Annual* Cost	$ 21,964.08 to $ 24,341.69

Payment Terms:

Client shall pay a flat fee in the amount specified above per Eligible Member per month.

Peerfit will issue an invoice within two (2) weeks of the first day of each month during the Term for the Billable Credits and the active Member Subscriptions for the previous month according to the fee schedule set forth above and as provided in Section 2 of the Agreement. Payment is due in full thirty (30) days from the date listed on each invoice. In the event the applicable fees are not paid when due, as set forth above, Peerfit shall have the right to charge interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is lower, on any past due amounts.

If Client remits payments to Peerfit in advance of the invoice date described in the preceding paragraph, then the invoice balance will be deducted from the Client's balance with Peerfit each month. Should the monthly invoice exceed the Client's balance with Peerfit, Client will pay the remaining balance in full within thirty (30) days from the date listed on such invoice, in accordance with the preceding paragraph.

DocuSign SECURED

Certificate Of Completion

Envelope Id: 0E77AB2DEAB74D80AB5458132866D4AE
Status: Sent
Subject: City of Leawood Peerfit Service Provider Agreement: Action Required
Source Envelope:
Document Pages: 10
Signatures: 1
Initials: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Andre Ortega
1060 Woodcock Rd
Ste 128 #96128
Orlando, FL 32803-3607
andre@peerfit.com
IP Address: 71.211.224.56

Record Tracking

Status: Original
11/20/2019 1:25:02 PM

Holder: Andre Ortega
andre@peerfit.com

Location: DocuSign

Signer Events	Signature	Timestamp
Steven Vazquez steven@peerfit.com Security Level: Email, Account Authentication (None)	DS Signature Adoption: Drawn on Device Using IP Address: 99.203.22.37 Signed using mobile	Sent: 11/20/2019 1:27:28 PM Viewed: 11/20/2019 1:29:54 PM Signed: 11/20/2019 1:30:09 PM
Electronic Record and Signature Disclosure: Accepted: 11/20/2019 1:29:54 PM ID: 2fec230a-472b-4a10-a1ec-1124e1459f0b		
Emma Maurer emma@peerfit.com VP Enterprise Health, Peerfit Security Level: Email, Account Authentication (None)	DocuSigned by: Emma Maurer E4049404846F4B0... Signature Adoption: Pre-selected Style Using IP Address: 97.106.70.195	Sent: 11/20/2019 1:30:10 PM Viewed: 11/20/2019 1:30:47 PM Signed: 11/20/2019 1:31:09 PM
Electronic Record and Signature Disclosure: Accepted: 11/20/2019 1:30:47 PM ID: bb72a9ea-dc14-4665-b7d9-d8a58cb55ccb		
Scott Lambers scottl@leawood.org Security Level: Email, Account Authentication (None)		Sent: 11/20/2019 1:31:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp
Nicholas Sanders nics@leawood.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/20/2019 1:31:10 PM Viewed: 11/20/2019 1:31:31 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2019 1:31:11 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact peerfit, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: matt@peerfit.com

To advise peerfit, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at matt@peerfit.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to matt@peerfit.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to matt@peerfit.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify peerfit, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by peerfit, Inc. during the course of my relationship with you.

Return to Agenda

Staff Review

Fact Sheet

7.I.

SUBJECT: **ACCEPTANCE OF RESOLUTION AND UTILITY EASEMENT MAINTENANCE AGREEMENT HALLBROOK FARMS, LOT 21, BLOCK 3**

December 16, 2019

DISCUSSION

Public Works is requesting approval of a new Utility Easement Maintenance Agreement for the property at 11725 Manor Road. In 2013, the City approved a Utility Easement Maintenance Agreement on this property with then property owners John F. Murphy and Mary B. Murphy, who were allowed to construct a patio and landscaping within the existing U/E.

The property is now owned by Antonia R. Mancuso and Michael J. Mancuso, who are proposing to construct a pool adjacent to the U/E, remove 450 square feet of the existing patio within the U/E and install approximately 400 sf of a paver patio on an aggregate base within the U/E.

The original proposal for the pool was a concrete deck within the U/E. Staff was concerned the concrete deck would require major excavation to remove it in the future if we needed to replace the storm sewer. The proposed paver patio will allow for easy removal of the patio and the property owner(s) will be required to restore the patio.

This Maintenance Agreement will be filed at the County prior to construction of the pool. The agreement outlines the property owner(s) responsibilities of the improvements as it relates to the utility easement.

It is the recommendation of the Public Works Department that the City Council accept this new Agreement with the new property owners.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Easement and Resolution

STAFF RECOMMENDATION

- ☑ For
- ☐ Against
- ☐ No position

COMMITTEE RECOMMENDATION

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

POLICY OR PROGRAM CHANGE

- ☑ No
- ☐ Yes

OPERATIONAL IMPACT

COSTS

Recording Costs

FUND SOURCES

DRAFT

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A UTILITY EASEMENT MAINTENANCE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS AND ANTONIA AND MICHAEL MANCUSO FOR PROPERTY LOCATED AT 11725 MANOR ROAD, LOT 21, BLOCK 3, HALLBROOK FARMS FIRST PLAT.

WHEREAS, the Grantors have executed a Utility Easement Maintenance Agreement to meet improvement needs; and

WHEREAS, the City of Leawood desires to accept such Utility Easement Maintenance Agreement from the Grantors.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Utility Easement Maintenance Agreement as shown and described on Exhibit "A."

SECTION TWO; This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett, City Attorney

UTILITY EASEMENT MAINTENANCE AGREEMENT
(11725 Manor Road, Lot 21 Block 3 Hallbrook Farms First Plat)

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the CITY OF LEAWOOD, a Kansas municipal corporation (the "City") and Antonia R and Michael J Mancuso (The Property Owners).

WITNESSETH:

WHEREAS, Property Owners have purchased a certain lot of improved land located within the boundaries of the City (Lot 21 Block 3 of Hallbrook Farms First Plat); and

WHEREAS, a prior owner of the real estate installed certain improvements pursuant to Utility Easement Maintenance Agreement executed May 6, 2013;

WHEREAS, Property Owners desire to retain current improvements and make further improvements within the area of a public utility easement ["Public Utility Easement"], specifically:

- Retaining wall, stairs, patio, amenities, and special landscaping [the "Existing Improvements"]
- Brick paver patio with gravel and sand base [the "New Improvements"]
- See Exhibit A

Collectively [the "Improvements"];

WHEREAS, the City has raised certain concerns regarding construction of the Improvements in the easement area and the responsibility for and future maintenance of the Improvements; and

WHEREAS, Property Owners, in order to satisfy the concerns of the City, so as to receive permission to place the Improvements in the Public Utility Easement, have agreed to the terms, conditions and requirements set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the promises contained therein, the parties hereto agree as follows:

ARTICLE 1 – PROPERTY OWNER COVENANTS

Property Owners hereby agree to the following terms, conditions and requirements:

1.1 Property Owners shall, prior to the construction of the New Improvements in the Public Utility Easement, as listed above record this Agreement with the Register of Deeds of Johnson County, Kansas.

1.2 Property Owners acknowledge that the Improvements, although located within a Public Utility Easement, are the sole responsibility of the Property Owners.

1.3 Property Owners shall properly maintain the Improvements.

1.4 Property Owners hereby release the City from any and all past, present or future liability for any damage that may be caused at any time to any person or to any real or personal property resulting from or related to, directly or indirectly, the City allowing the Improvements to be located in Public Utility Easement, or otherwise acting or failing to act with respect to the maintenance of the Improvements. Property Owners further release the City from any and all past, present or future obligations to expend any funds or to take any other action to repair, maintain or improve the Improvements even if such maintenance or repair is necessitated by work done by the City or other utilities in the Public Utility Easement.

1.5 Property Owners hereby indemnify and hold harmless the City, the Mayor, the members of the City Council and the employees and agents of the City from and against any and all losses, damages, costs and expenses, including reasonable attorneys fees, that may be incurred or suffered by any of them as a result of or in connection with any claims that may be asserted against any of them in connection with the Improvements.

1.6 Property Owners understand and agree, if the City or the City's designee or other utility does damage to the Improvements, then repair or replacement of the same shall not be the responsibility of the City or the City's designee or other utility.

ARTICLE II - CITY COVENANTS

2.1 City agrees, upon approval of plans submitted to and approved by the City and after receipt of a copy of a recorded Agreement, and upon compliance with all City ordinances and other laws, to permit the Improvements shown on the approved plans to be constructed in the Public Utility Easement.

ARTICLE III - MISCELLANEOUS

3.1 This Agreement shall be binding upon and inure to the benefit to the parties hereto and their respective successors and assigns.

3.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

3.3 This Agreement shall be filed of record in the office of the Register of Deeds of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF LEAWOOD, KANSAS

By: _____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly Varner, City Clerk

APPROVED AS TO FORM:

_____
Patricia A. Bennett
City Attorney

PROPERTY OWNERS

By: _____
Antonia R Mancuso

By: _____
Michael J Mancuso

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 5 day of December, 2019, before me, a Notary Public in and for said County and State, came **ANTONIA R MANCUSO AND MICHAEL J MANCUSO** personally known to be the same persons who executed the foregoing instrument and duly acknowledge the execution of the same.

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

Rebecca San Martin Notary Public

My commission expires 6/5/2022

NOTARY PUBLIC - State of Kansas
REBECCA SAN MARTIN
My Appt. Expires 6/5/2022

NOTARY PUBLIC - State of Kansas
REBECCA SAN MARTIN
My Appt. Expires 6/5/2022

ACKNOWLEDGMENT

STATE OF KANSAS]
] *ss.*
COUNTY OF JOHNSON]

BE IT REMEMBERED that on this _____ day of _____, 2019, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR,** who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year aforesaid.

_____
Notary Public

My Commission Expires:

_____

Exhibit A

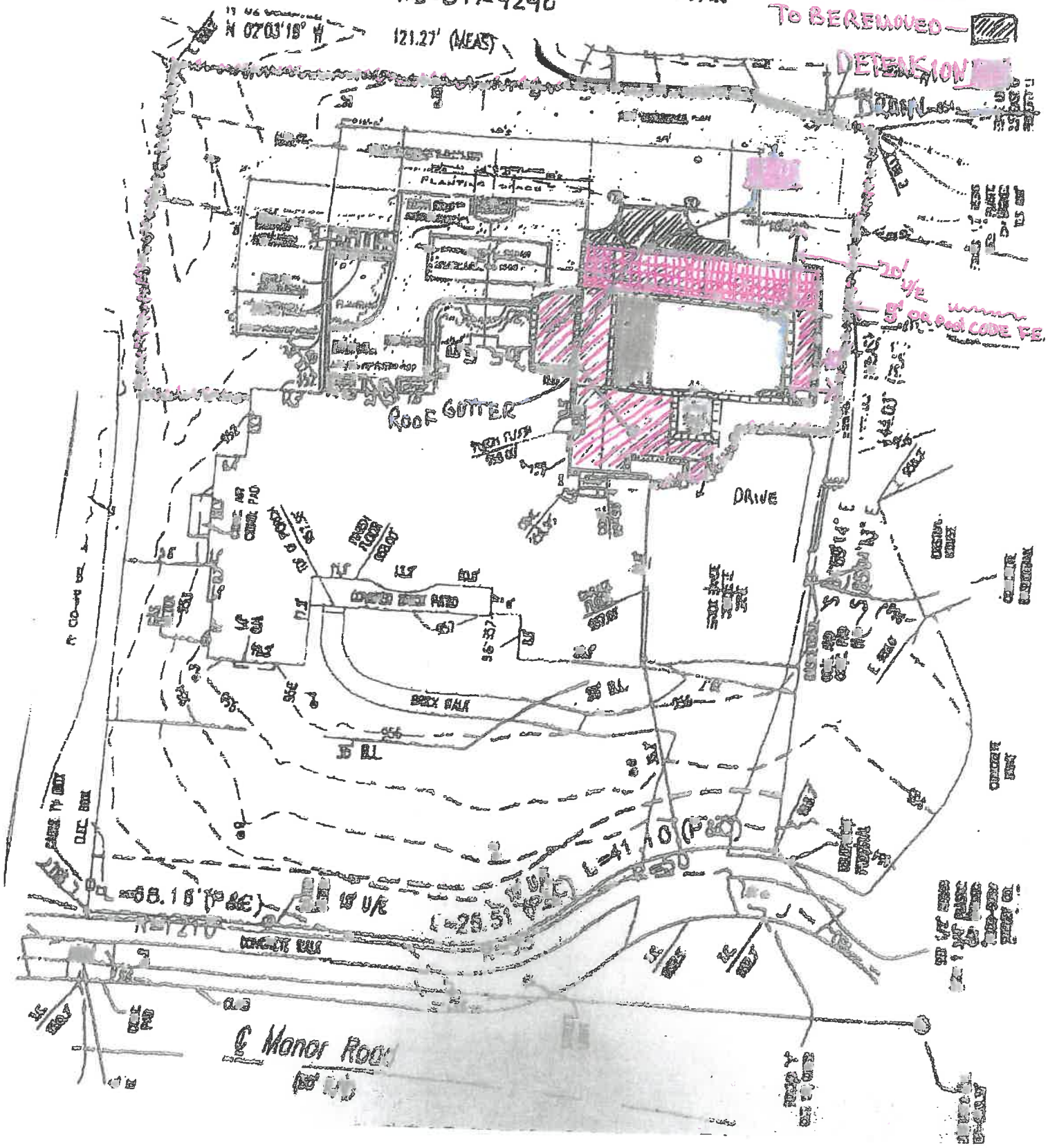
Brick or travertine Paver patio w/ gravel + sand base

MANCUSO 11725 MANOR

BANKS POOL & SPA
913-897-9290

NEW POOL & SPA PLAN
SITE PLAN

Pool/Spa
NEW
TO BE REMOVED



Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: December 16, 2019
REPORT WRITTEN: November 27, 2019

HALLBROOK FARMS SUBDIVISION – LOT 17 – RESIDENTIAL EMERGENCY GENERATOR – REQUEST FOR APPROVAL OF A FINAL LANDSCAPE PLAN - Located south of 112th Street and west of Brookwood Street - Case 110-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (5-0) of Case 110-19, Hallbrook Farms Subdivision – Lot 17 – Residential Emergency Generator request for approval of Final Landscape Plan, with the following stipulations:

1. The project shall be limited to the installation of a 72 cubic foot, 60 KW, emergency residential generator with landscaping for a single-family residence within the Hallbrook Farms Subdivision – Lot 17, zoned RP-1.
2. Per Section 16-4-1.3(A)(7)(g) of the Leawood Development Ordinance, noise from the generator shall be a maximum of 60 dbs at the property line, which shall be checked and verified at the time of final inspection of the generator. If it is determined that the noise from the permanently installed generator is greater than 60 dbs at the property line, noise mitigation shall be required to meet this requirement.
3. The landscaping screening the generator shall be installed and maintained in a manner that meets the requirements of the Leawood Development Ordinance, including being a minimum of 6" taller than the generator at the time of planting.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None

APPLICANT:

- The applicant is Sean Holler and Sarah McDonough with C.M. Mose and Son.
- The property is owned by Karen K Gortenburg Revocable Trust.

REQUEST:

- The applicant is requesting approval for a 72 cubic foot residential generator to be placed at the rear southwest corner of the house.
- All residential emergency generators must approved as part of a Final Landscape Plan if the generator exceeds 22 KW and 48 Cubic Feet.

ZONING:

- The property is currently zoned RP-1 (Planned Single Family Residential District).

COMPREHENSIVE PLAN:

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

LOCATION:

SURROUNDING ZONING:

- North, East, and South — Surrounding the north, east, and south boundaries of the property is the Hallbrook Farms Subdivision, a single-family residential subdivision, zoned RP-1 (Planned Single Family Residential District).
- West — To the west of the property is Leawood Greenway and Parks, a natural area with a pedestrian trail, zoned REC (Planned Recreation).

SITE PLAN:

- Permanently installed generators for residential dwellings larger than 22 KW or 48 cu. ft. shall be required to be reviewed as part of the final landscape plan to address location, screening, and design subject to approval by the Governing Body after recommendation of the Planning Commission.
- A 60 KW generator for residential use is proposed at 2917 W 112th Street (Hallbrook Farms – Lot 17), south of 112th Street and west of Brookwood Street.
- The generator is proposed to be 35" in width, 76.8" in length, and 46.1" in height, for a total of approximately 72 cubic feet.
- The generator shall be located in the rear yard of the home, adjacent to the dwelling. The generator will be 5' away from the main structure of the home.
- An existing 6' tall black wrought iron fence will help screen the generator on north and west sides.
- The manufacturer has stated the generator shall be a maximum of 72 dbs at 7 meters (approximately 23') from the generator. The generator is setback 50' from the side property line. Existing landscaping is located around the generator to screen the generator from view and buffer the noise. The applicant is aware that the generator must be a maximum of 60 dbs at the property line, which will be checked and verified at the time of installation of the generator. If the generator is over the allotted 60 dbs, noise mitigation must be provided to ensure that this requirement is met.
- Per the Leawood Development Ordinance, all residential emergency generators shall be powered using a propane or natural gas generator. The applicant has confirmed that the generator will be natural gas powered, meeting the requirement of the Leawood Development Ordinance.
- Per the Leawood Development Ordinance, permanently installed generators for residential use must meet the following criteria, as defined in Section 16-4-1.3(A)(7).

Criteria Required	Compliance
Only in Rear Yard	Complies
Only powered by Propane or Natural Gas	Complies
Screened by either a fence not exceeding 4' in height or evergreen plantings	Complies
Not to be placed more than 5' from the primary structure	Complies
Not to encroach setbacks	Complies
Shall not exceed a noise level of 60 dbs at the property line	Compliance with this requirement will be checked and verified at installation of the generator

LANDSCAPING:

- An existing abundance of trees and shrubbery are located surrounding the proposed location of the emergency generator.
- Per the Leawood Development Ordinance 16-1-4.2(A)(5), at the time of planting, plant material screening ground mounted utilities shall be a minimum of 6" taller that the utility it is to screen. Staff have reviewed the existing landscaping on the property that will screen the generator and have noted that the existing landscaping meets the requirements of the Leawood Development Ordinance.

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL LANDSCAPE PLAN FOR HALLBROOK FARMS SUBDIVISION – LOT 17 – RESIDENTIAL EMERGENCY GENERATOR, LOCATED SOUTH OF 112TH STREET AND WEST OF BROOKWOOD STREET (PC CASE 110-19)

WHEREAS, the applicant submitted a request for approval of a Final Landscape Plan;

WHEREAS such request for approval was presented to the Planning Commission on November 26, 2019; and

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

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

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

1. The project shall be limited to the installation of a 72 cubic foot, 60 KW, emergency residential generator with landscaping for a single-family residence within the Hallbrook Falls Subdivision – Lot 17, zoned RP-1.
2. Per Section 16-4-1.3(A)(7)(g) of the Leawood Development Ordinance, noise from the generator shall be a maximum of 60 dbs at the property line, which shall be checked and verified at the time of final inspection of the generator. If it is determined that the noise from the permanently installed generator is greater than 60 dbs at the property line, noise mitigation shall be required to meet this requirement.
3. The landscaping screening the generator shall be installed and maintained in a manner that meets the requirements of the Leawood Development Ordinance, including being a minimum of 6" taller than the generator at the time of planting.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

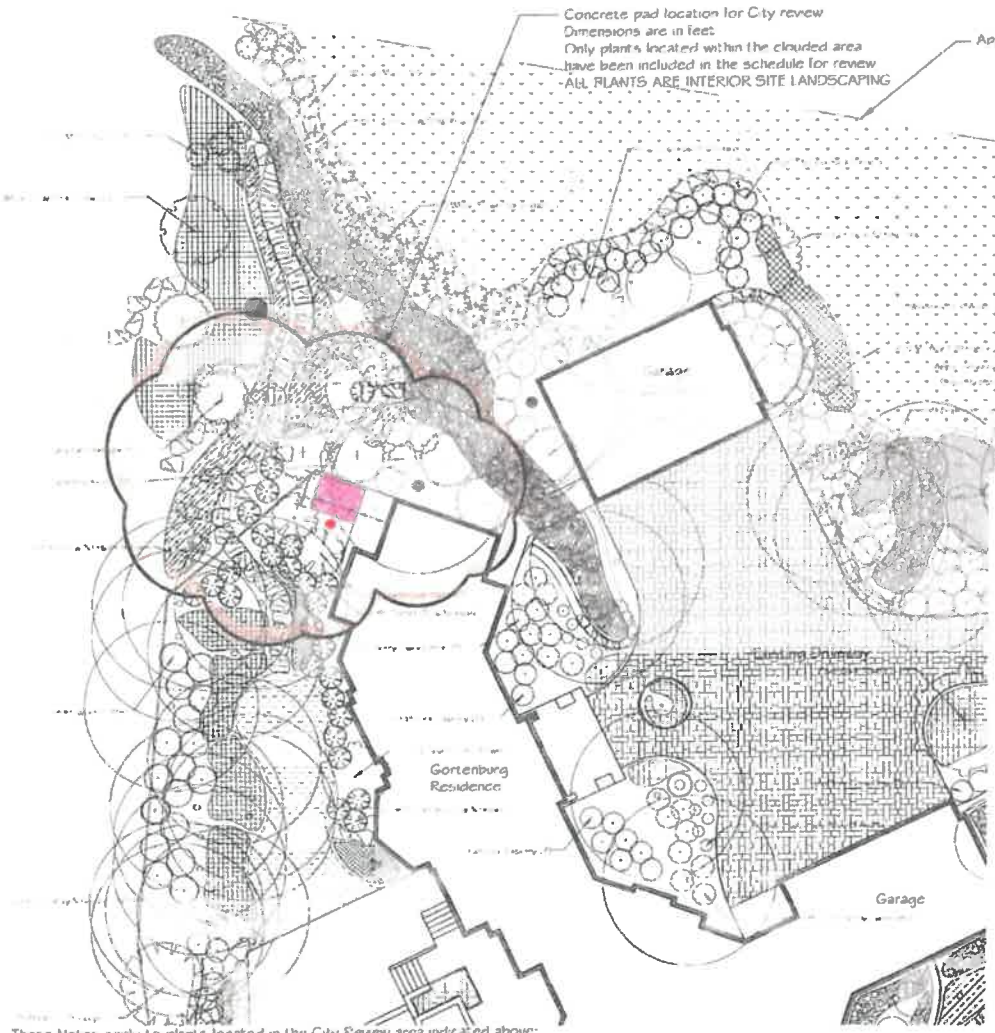
_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____
Marcia L. Knight, Assistant City Attorney



PLANT SCHEDULE CITY REVIEW

TREES	QTY	COMMON / BOTANICAL NAME	SIZE
	6	Canadian Hemlock Tsuga canadensis	8' ht

SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE
	5	Japanese Kerria Kerria japonica	5 gal
	4	Cinnamon Fern Osmunda cinnamomea	1 gal
	14	Center Glow Ninebark Physocarpus opulifolius 'Center Glow'	3 gal
	4	Gro-Low Fragrant Sumac Rhus aromatica 'Gro Low'	3 gal
	7	Leatherleaf Viburnum Viburnum rhytidophyllum 'Alleghany'	5 gal

These Notes apply to plants located in the City Review area indicated above:

ALL PLANTS ARE INTERIOR SITE LANDSCAPING

All trees shall be calipered and undersized trees shall be rejected

All hedges shall be trimmed to maintain a solid hedge appearance

Any deviation to the approved Final Landscape Plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation

A letter, signed and sealed by a KS Registered Landscape Architect, shall be submitted prior to final occupancy that states that all landscaping has been installed per the approved landscape plan and all plant material used is to the highest standards of the nursery industry

All plant identification tags shall remain until Staff has completed final inspection

- Generator location
- Existing 2" N.G. Riser

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

EMBASSY
8105 N.W. River Park Drive
Riverside, Missouri 64150
Office: 816-436-4194
www.embassylandscape.com

LANDSCAPE DESIGN / BUILD
LANDSCAPE ARCHITECTURE
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GROUNDS MAINTENANCE

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Gortenburg Residence

2917 W 112th Street
Leawood, KS 66211

REVISIONS

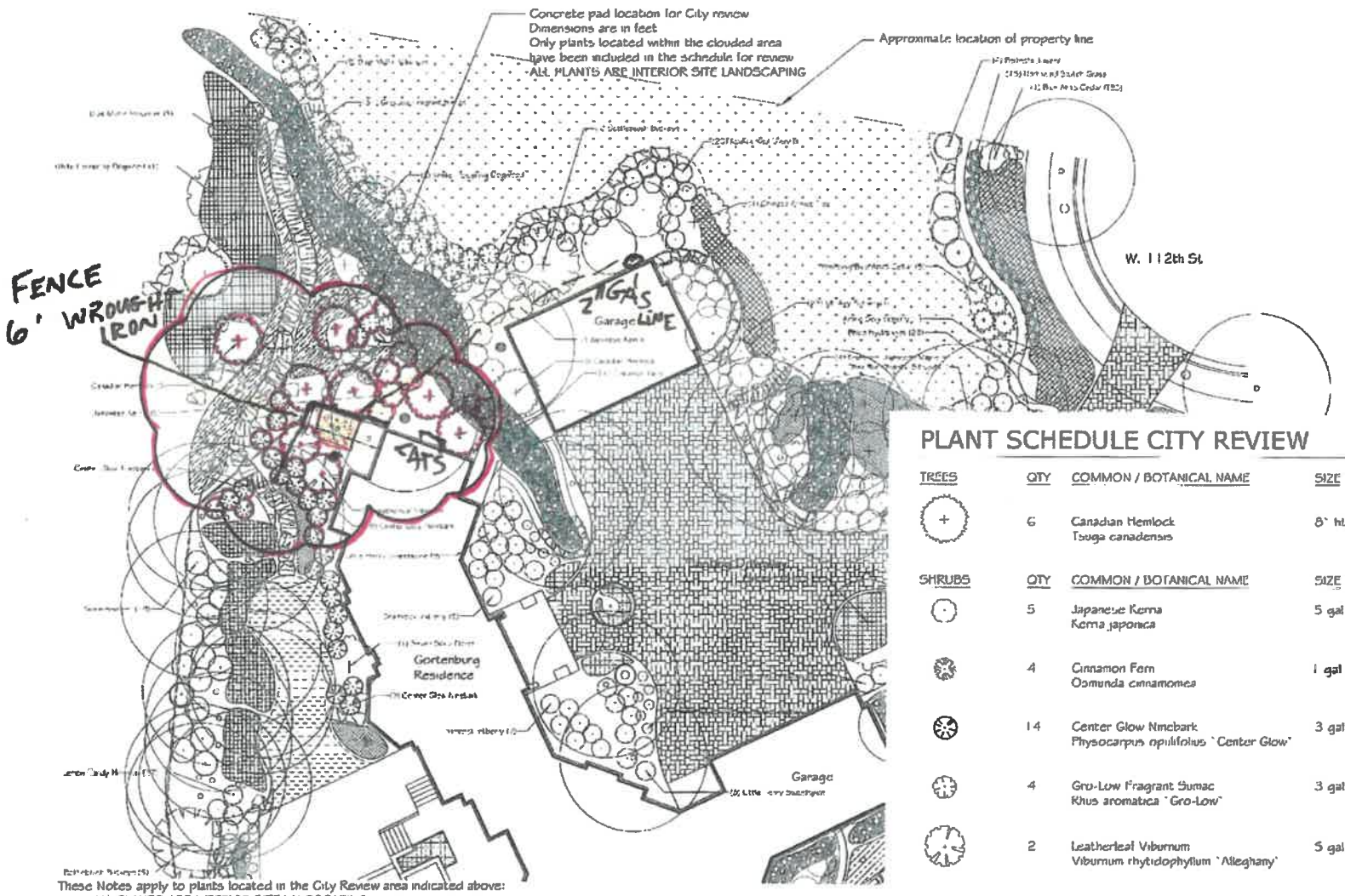
2019-012-230	10/16/2019	

City of Leawood
Concrete Pad Review

L1

120' to Closest NEIGHBOR

4200 sqft of HOME PROTECTED



PLANT SCHEDULE CITY REVIEW

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All plant identification tags shall remain until Staff has completed final inspection

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

EMBASSY LANDSCAPE DESIGN, INC.

6105 N.W. River Park Drive
Riverside, Missouri 64150
Office: 816-436-4194
www.embassylandscape.com

LANDSCAPE DESIGN / BUILD
LANDSCAPE ARCHITECTURE
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Gortenburg Residence

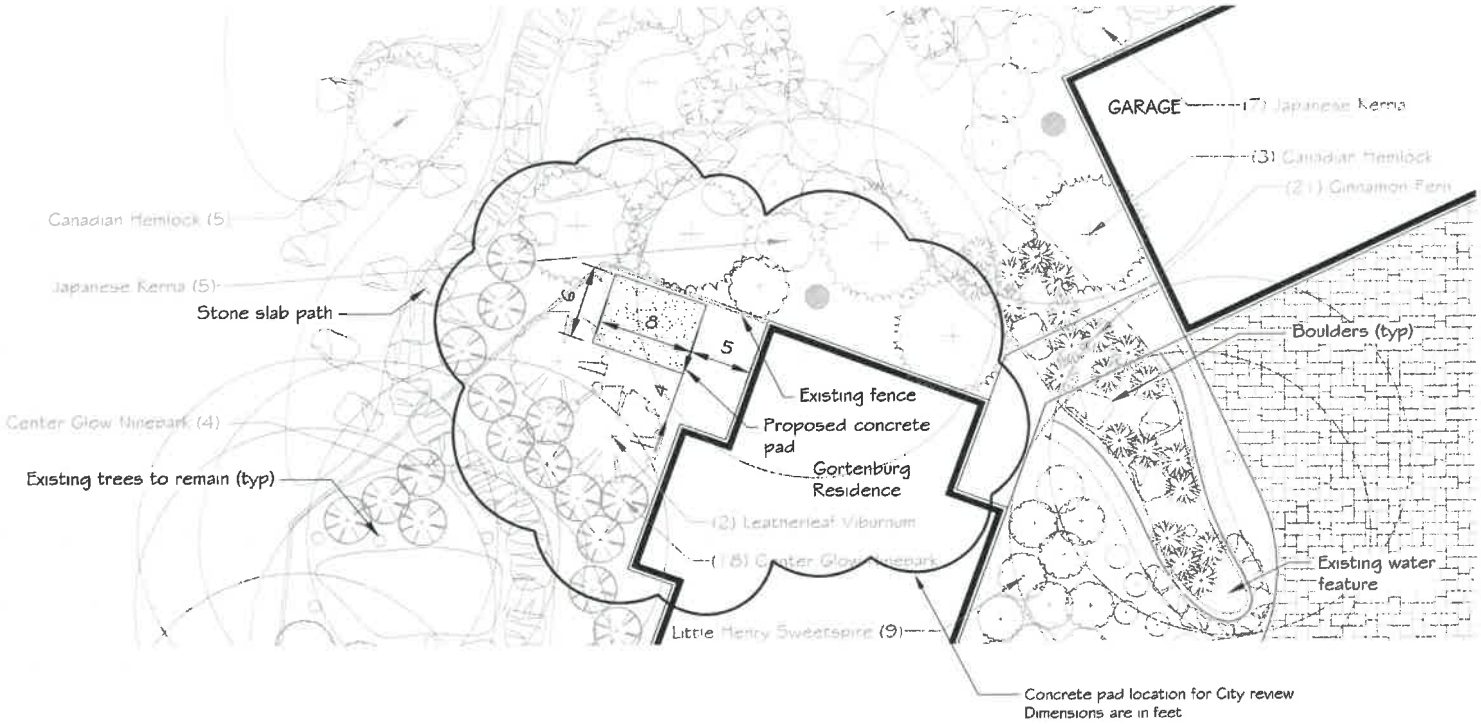
2917 W 112th Street
Leawood, KS 66211

REVISIONS

2019-012-230 | 10/16/2019

City of Leawood
Concrete Pad Review

L1



NORTH

0 10 20 30 feet

SCALE: 1" = 10'

EMBASSY LANDSCAPE GROUP INC

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Riverside, Missouri 64150
Office: 816-436-4194
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Gortenburg Residence

2917 W 112th Street
Leawood, KS 66211

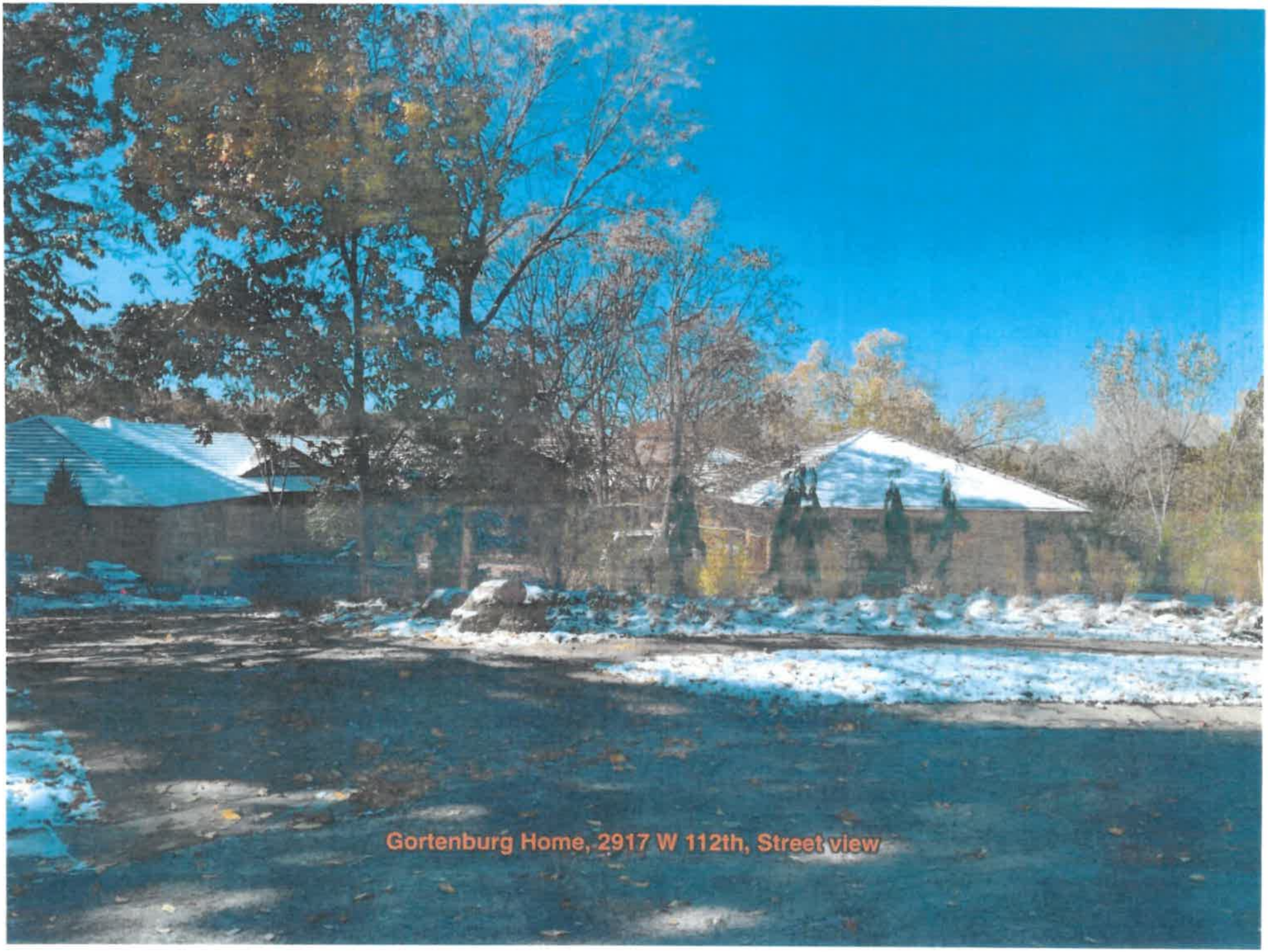
REVISIONS

DATE	DESCRIPTION	BY

PROJECT NO.	DATE
2019-012-230	10/08/2019
DRAWN BY	CHECKED BY

LANDSCAPE PLAN

L1



Gortenburg Home, 2917 W 112th, Street view

2917 W 112th, Corner View

Generator is here, inside fence
New trees are 10 - 12 feet tall
2917 W 112th, backyard view from
closest property line
50' to property line

Automatic Transfer Switches

GENERAC

Service and non-Service rated Automatic Smart Transfer Switches

Automatic Transfer Switches

100 - 400 Amps, Single Phase

c UL us LISTED

USA

*GUL only applies to non-service rated switches

Description

Generac Automatic Transfer Switches are designed for use with single phase generators that utilize an Evolution™ or Nexus™ Controller. The 100, 200, and 400 amp open transition switches are available in single phase in both service equipment rated and non-service equipment rated configurations. The 150 and 300 amp open transition switches are only available in a service rated equipment configuration.

Standard Features

Service rated (RXSW) Generac Automatic Transfer Switches are housed in an aluminum NEMA/UL Type 3R enclosure*, with electrostatically applied and baked powder paint. The Heavy Duty Generac Contactor is a UL recognized device, designed for years of service. The controller at the generator handles all the timing, sensing, exercising functions, and transfer commands. All switches are covered by a 5 year limited warranty.

* Non-service rated (RXSC) switches are housed in a steel enclosure.

DPM Technology

Through the use of digital power technology (DPM), these switches have the capability to manage up to 4 individual HVAC (24 VAC controlled) loads with no additional hardware. When used in tandem with Smart Management Modules, up to 8 more loads can be managed as well, providing the most installation efficient power management options available.

GENERAC ISO

GENERAC

100-400 Amps, Single Phase

Automatic Smart Transfer Switches

Functions

All timing and sensing functions originate in the generator controller

- Utility voltage drop-out ..... <65%
- Timer to generator start ..... 10 second factory set, adjustable between 2-1500 seconds by a qualified dealer*
- Engine warm up delay ..... 5 seconds
- Standby voltage sensor ..... 65% for 5 seconds
- Utility voltage pickup ..... >80%
- Re-transfer time delay ..... 15 seconds
- Engine cool-down timer ..... 60 seconds
- Exercise ..... 5 or 12 minutes adjustable weekly/Bi-weekly/Monthly**

The transfer switch can be operated manually without power applied.

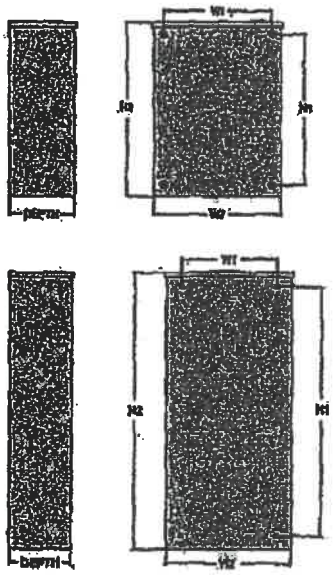
*When used in conjunction with units utilizing Evolution™ controls **Adjustable via the controller

Specifications

Model	RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3	RXSW300A3	RXSC400A3	RXSW400A3
Amps	100	100	150	200	200	300	400	400
Voltage	120/240, 1ø	120/240, 1ø	120/240, 1ø	120/240, 1ø	120/240, 1ø	120/240, 1ø	120/240, 1ø	120/240, 1ø
Load Transition Type (Automatic)	Open Transition	Open Transition Service Rated	Open Transition Service Rated	Open Transition	Open Transition Service Rated	Open Transition Service Rated	Open Transition	Open Transition Service Rated
Enclosure Type	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R
UL Rating	UL/CUL	UL	UL	UL/CUL	UL	UL	UL/CUL	UL
Withstand Rating (Amps)	10,000	10,000	22,000	10,000	22,000	22,000	22,000	22,000
Lug Range	1/0 - #14		250 MCM - #6			500 MCM - #4 or 1/0 - 250 MCM		

Dimensions

Model		RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3	RXSW300A3	RXSC400A3	RXSW400A3
Height (in./mm)	H1	17.24/437.9	17.24/437.9	26.75/679.4	17.24/437.9	26.75/679.4	42.91/1089.9	31.25/793.8	42.91/1089.9
	H2	20/508	20/508	30/762	20/508	30/762	48/1219.2	36/914.4	48/1219.2
Width (in./mm)	W1	12.5/317.5	12.5/317.5	10.5/266.7	12.5/317.5	10.5/266.7	16.69/423.9	19.16/487.2	16.69/423.9
	W2	14.6/370.8	14.6/370.8	13.5/342.9	14.6/370.8	13.5/342.9	21.82/554.2	24/609.6	21.82/554.2
Depth (in./mm)		7.09/180.1	7.09/180.1	6.3/160.1	7.09/180.1	6.3/160.1	10.05/255.5	10.05/255.5	10.05/255.5
Weight (lbs./kilos)		20/9.07	22.5/10.21	39/17.69	20/9.07	39/17.69	140/63.5	133/60.33	140/63.5



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Protector® Series

GENERAC®

PROTECTOR® SERIES
Standby Generators
Liquid-Cooled Gaseous Engine

INCLUDES:

- Two-Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French/Portuguese) with external viewing window for easy indication of generator status and breaker position.
- Capability to be installed with 18" (457mm) of a building*
- True Power™ Electrical Technology
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 5 Year Limited Warranty
- UL 2200 Listed

Note: 25-45 kW units are field convertible between natural gas or liquid propane. 60 kW units are built per fuel requirement and are not convertible.

*Only if located away from doors, windows, and fresh air intakes, and unless otherwise directed by local codes. Applicable for 25kW and 30kW units only.

Standby Power Rating

Model RG025 (Aluminum - Bisque) - 25 kW 60 Hz
Model RG030 (Aluminum - Bisque) - 30 kW 60 Hz
Model RG036 (Aluminum - Bisque) - 36 kW 60 Hz
Model RG045 (Aluminum - Bisque) - 45 kW 60 Hz
Model RG060 (Aluminum - Bisque) - 60 kW 60 Hz

QUIET TEST

Meets EPA Emission Regulations
25, 30 & 45 kW CA/MA emissions compliant
36 & 60 kW not for sale in CA / MA

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.

- **TEST CRITERIA**
  - PROTOTYPE TESTED
  - SYSTEM TORSIONAL TESTED
  - NEMA MG1-22 EVALUATION
  - MOTOR STARTING ABILITY

- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.

- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.

- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

GENERAC® ISO 9001:2008

GENERAC®

25 • 30 • 36 • 45 • 60 kW

application & engineering data

GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire
Bearings	Sealed Ball
Coupling	Flexible Disc
Excitation System	Direct

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 15 Amp - 25 & 30 kW 12 Volt 30 Amp - 36, 45 & 60 kW
Static Battery Charger	2 Amp
Recommended Battery (battery not included)	Group 26, 525CCA
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated
All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

ENGINE SPECIFICATIONS: 25 & 30 kW

Make	Generac
Model	In-line
Cylinders	4
Displacement (Liters)	1.5
Bore (in/mm)	3.05/77.4
Stroke (in/mm)	3.13/79.5
Compression Ratio	11:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE SPECIFICATIONS: 36, 45 & 60 kW

Make	Generac
Model	In-line
Cylinders	4
Displacement (Liters)	2.4
Bore (in/mm)	3.41/86.5
Stroke (in/mm)	3.94/100
Compression Ratio	9.5:1
Intake Air System	Naturally Aspirated (36 & 45 kW) or Turbocharged/Aftercooled (60 kW)
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	4/3.8 - 25, 30, 36 & 45 kW 5.25/4.96 - 60 kW

ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	2484 - 25 & 30 kW 1865 - 36 & 45 kW 2100 - 60 kW
Fan Diameter (in/mm)	17.7/449.6 (25 & 30 kW) or 22/558.8 (36, 45 & 60 kW)
Fan Mode	Pusher (25 & 30 kW) or Puller (36, 45 & 60 kW)

FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	5-14" water column/9-26 mm HG
LP Fuel Pressure	11 - 14" Water Column
NG Fuel Pressure	5 - 14" Water Column

GENERAC®

25 • 30 • 36 • 45 • 60 kW

operating data

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
RG025	120/240 V, 1Ø, 1.0 pf	25	104	25	104	125
	120/208 V, 3Ø, 0.8 pf	25	87	25	87	100
	120/240 V, 3Ø, 0.8 pf	25	75	25	75	90
RG030	120/240 V, 1Ø, 1.0 pf	30	125	30	125	150
	120/208 V, 3Ø, 0.8 pf	30	104	30	104	125
	120/240 V, 3Ø, 0.8 pf	30	90	30	90	100
RG036	120/240 V, 1Ø, 1.0 pf	36	150	36	150	175
	120/208 V, 3Ø, 0.8 pf	36	125	36	125	150
	120/240 V, 3Ø, 0.8 pf	36	108	36	108	125
	277/480 V, 3Ø, 0.8 pf	36	54	36	54	60
RG045	120/240 V, 1Ø, 1.0 pf	45	188	45	188	200
	120/208 V, 3Ø, 0.8 pf	45	156	45	156	175
	120/240 V, 3Ø, 0.8 pf	45	135	45	135	150
	277/480 V, 3Ø, 0.8 pf	45	68	45	68	80
RG060	120/240 V, 1Ø, 1.0 pf	60	250	60	250	300
	120/208 V, 3Ø, 0.8 pf	60	208	60	208	250
	120/240 V, 3Ø, 0.8 pf	60	180	60	180	200
	277/480 V, 3Ø, 0.8 pf	60	90	60	90	100

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
RG025	120/240 V, 1Ø	65	170
	120/208 V, 3Ø	80	130
	120/240 V, 3Ø	69	112
RG030	120/240 V, 1Ø	75	180
	120/208 V, 3Ø	96	155
	120/240 V, 3Ø	83	134
RG036	120/240 V, 1Ø	105	240
	120/208 V, 3Ø	44	130
	120/240 V, 3Ø	38	115
	277/480 V, 3Ø	20	60
RG045	120/240 V, 1Ø	105	240
	120/208 V, 3Ø	44	130
	120/240 V, 3Ø	38	115
	277/480 V, 3Ø	20	60
RG060	120/240 V, 1Ø	140	320
	120/208 V, 3Ø	70	210
	120/240 V, 3Ø	61	182
	277/480 V, 3Ø	30	91

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft^3/hr)	(m^3/hr)	(gal/hr)	(l/hr)	(ft^3/hr)
RG025	Exercise cycle	60	1.7	0.7	2.5	24
	25% of rated load	220	6.3	2.9	9.1	88
	50% of rated load	297	8.4	3.3	12.3	119
	75% of rated load	362	10.3	4	15	145
	100% of rated load	430	12.2	4.7	17.8	172
RG030	Exercise cycle	60	1.7	0.7	2.5	24
	25% of rated load	240	6.8	2.6	10	96
	50% of rated load	320	9.1	3.5	13.3	128
	75% of rated load	400	11.4	4.4	16.6	160
	100% of rated load	492	14	5.4	20.4	197
RG036	Exercise cycle	65	1.8	0.7	2.6	25
	25% of rated load	210	6	2.3	8.6	83
	50% of rated load	380	10.8	4.2	15.7	151
	75% of rated load	545	15.5	5.9	22.4	216
	100% of rated load	730	20.7	8	30.1	290
RG045	Exercise cycle	65	1.8	0.7	2.6	25
	25% of rated load	210	6	2.3	8.6	83
	50% of rated load	380	10.8	4.2	15.7	151
	75% of rated load	545	15.5	5.9	22.4	216
	100% of rated load	730	20.7	8	30.1	290
RG060	Exercise cycle	123	3.5	1.34	5.1	49.3
	25% of rated load	267	7.6	2.7	10.5	101
	50% of rated load	483	13.7	5	19	183
	75% of rated load	672	19.1	7	26.5	255
	100% of rated load	862	24.5	9	33.9	327

Note: **Fuel pipe must be sized for full load.**

For Btu content, multiply ft^3/hr x 2520 (LP) or ft^3/hr x 1000 (NG)

For megajoule content, multiply m^3/hr x 93.15 (LP) or m^3/hr x 37.26 (NG)

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

GENERAC®

25 • 30 • 36 • 45 • 60 kW

operating data

ENGINE COOLING

	25 kW	30 kW	36 kW	45 kW	60 kW
Air flow (inlet air including alternator and combustion air in cfm/cmm)	2490/70.5	2490/70.5	2725/77.2	2725/77.2	3280/92.9
System coolant capacity (gal/liters)	2/7.6	2/7.6	2.5/9.5	2.5/9.5	2.5/9.5
Heat rejection to coolant (BTU per hr/MJ per hr)	112,000/118.2	135,000/142.4	193,000/203.6	193,000/203.6	270,000/284.9
Maximum operation air temperature on radiator (°C/°F)	60/140				
Maximum ambient temperature (°C/°F)	50/122				

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	62/1.8	72/2	144/4.1	144/4.1	180/5.1

SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	59	59	61	61	65
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	72	73	70	73	72

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	203/5.7	237/6.7	300/8.5	420/11.9	494/14
Exhaust temperature at muffler outlet (°C/°F)	593/1100	610/1130	579/1075	593/1100	566/1050

ENGINE PARAMETERS

Rated Synchronous rpm	3600

POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration ..... 3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (25, 30, 36 & 45 kW) ..... 1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (60 kW) ..... 1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

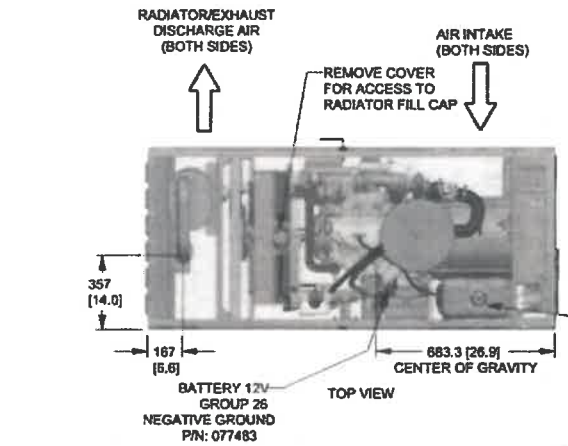
CONTROLLER FEATURES

Two-Line Plain Text LCD Display ..... Simple user interface for ease of operation.
Mode Switch: Auto ..... Automatic Start on Utility failure. 7 day exerciser
Off ..... Stops unit. Power is removed. Control and charger still operate.
Manual ..... Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds ..... 10 sec Standard
Engine Start Sequence ..... Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up ..... 5 sec
Engine Cool-Down ..... 1 min
Starter Lock-out ..... Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger ..... Standard
Automatic Voltage Regulation with Over and Under Voltage Protection ..... Standard
Automatic Low Oil Pressure Shutdown ..... Standard
Overspeed Shutdown ..... Standard, 72 Hz
High Temperature Shutdown ..... Standard
Overcrank Protection ..... Standard
Safety Fused ..... Standard
Failure to Transfer Protection ..... Standard
Low Battery Protection ..... Standard
50 Event Run Log ..... Standard
Future Set Capable Exerciser ..... Standard
Incorrect Wiring Protection ..... Standard
Internal Fault Protection ..... Standard
Common External Fault Capability ..... Standard
Governor Failure Protection ..... Standard

60 kW

Drawing #0L2090-B (1 of 2)

installation layout

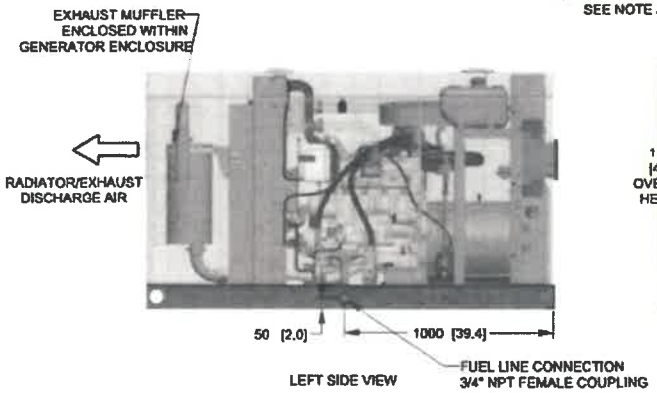


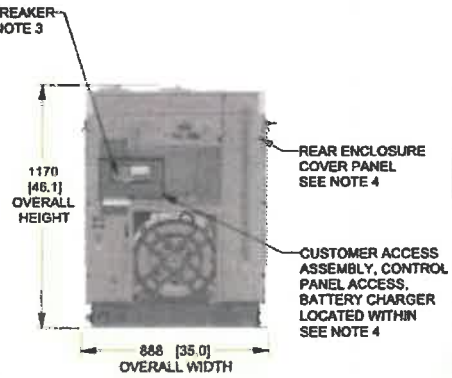
SERVICE ITEM	2.4L
OIL FILL CAP	EITHER SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	LEFT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	LEFT SIDE
COOLANT RECOVERY BOTTLE	LEFT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	LEFT SIDE
SPARK PLUGS	LEFT SIDE
MUFFLER	SEE NOTE 11
DRIVE BELT	EITHER SIDE
FAN BELT	SEE NOTE 11
BATTERY	LEFT SIDE
LUBE OIL MAINTAINER SUPPLY TANK FILL CAP	ROOF TOP

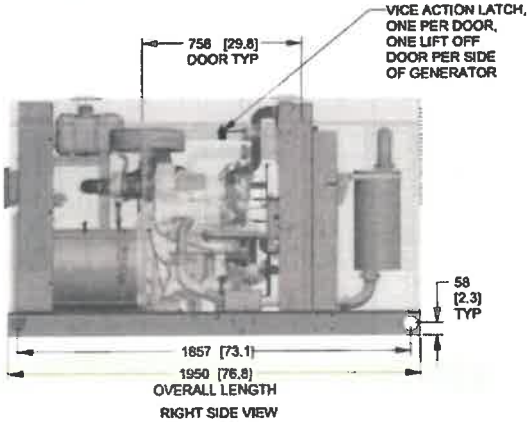
REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS.

NOTES:

1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1194MM (47") WIDE X 2256MM (88.8") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
   - SEE SPECIFICATION SHEET OR OWNERS MANUAL
   - ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
4. REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
   - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
   - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
5. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
6. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
7. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
8. MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
9. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
10. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
11. EXHAUST MUFFLER AND FAN BELT ENCLOSED WITHIN GENERATOR ENCLOSURE, REMOVE FRONT PANEL TO ACCESS.







WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG [LBS]	WEIGHT SHIPPING SKID KG [LBS]	SHIPPING WEIGHT KG [LBS]
2.4L 60KW	ST	582 [1283]	44 [98]	626 [1381]
2.4L 60KW	AL	558 [1230]	44 [98]	602 [1328]

DIMENSIONS: MM [INCH]

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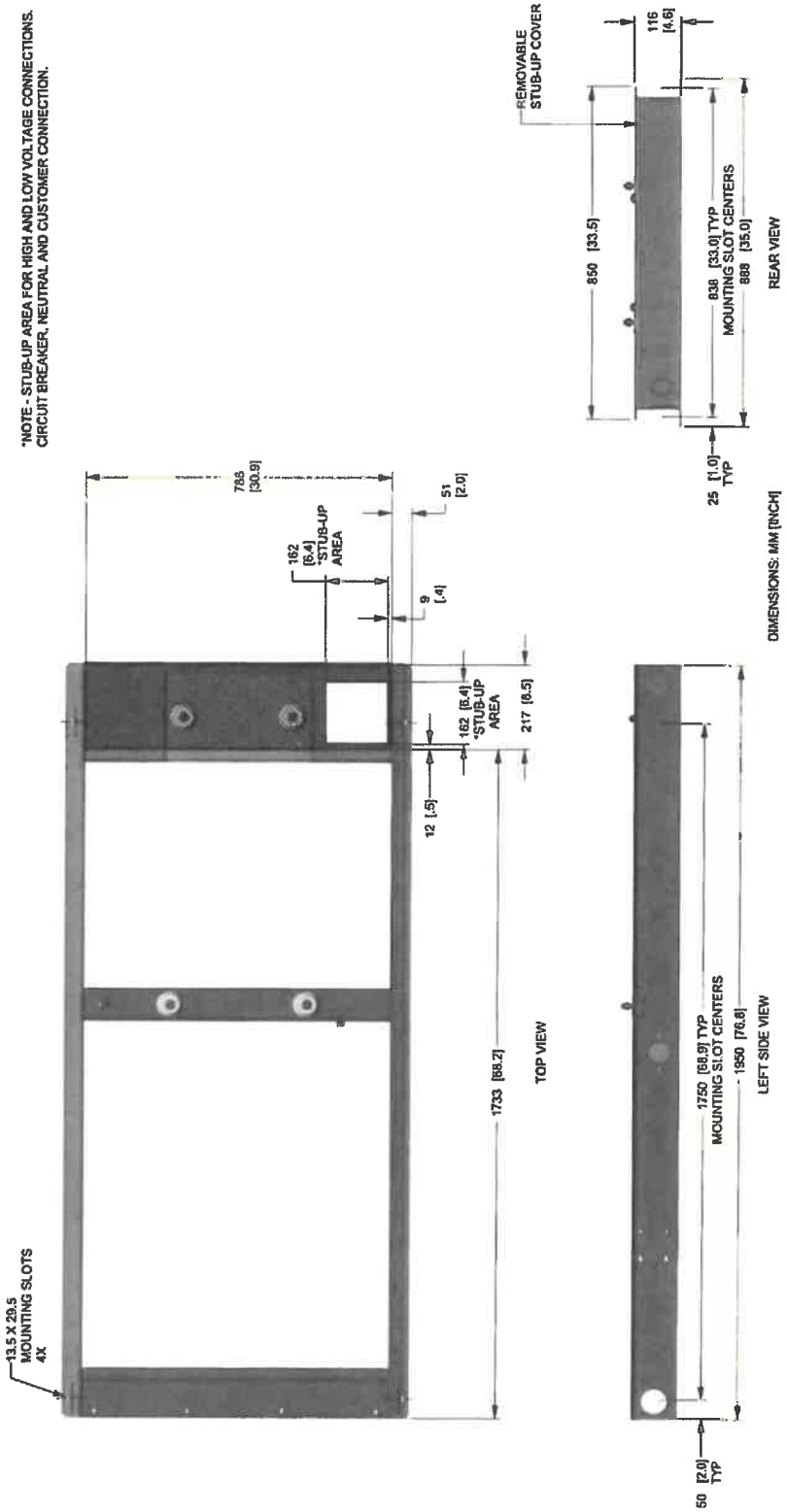
GENERAC®

60 kW

installation layout

Drawing #0L2090-B (2 of 2)



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C.M.Mose And Son
6603 Royal St building E
Liberty, MO 64068
(816) 781-4707
cmmoseandson.com

Sizing Report

Sizing Information for:
Michael Gortenburg
2917 W 112th Street
Leawood, KS 66211

Rated Nominal Voltage	240
Generator Fuel Choice	Natural Gas
Sizing Method (NEC 220)	Part IV

(Part III required for selected circuit implementation, Both valid for whole house)

General Lighting & Receptacles		Load (kW)
Square Footage Being Covered (ft^2)	6300	18.9
Small Appliance Circuits (20 amps)		
Kitchen Circuits	2	3
Laundry Circuits	1	1.5

Fixed-In-Place Appliances & Motors	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)
Furnace (Forced Air)		0.7	0		0.7
Furnace (Forced Air)		0.7	0		0.7
Furnace (Forced Air)		0.7	0		0.7
Furnace (Forced Air)		0.7	0		0.7
Dishwasher		1.5	0		1.5
Freezer		0.8	0		0.8
Refrigerator		0.8	0		0.8
Sump Pump		0.5	0		0.5
Pool Pump		2.0	0		2.0
Refrigerator		0.8	0		0.8
Refrigerator		0.8	0		0.8
Refrigerator		0.8	0		0.8
Dryer		5.5	0	X	5.5
Oven		5.0	0	X	5.0
Bathroom Heater		1.5	0		1.5
Hot Tub (Large)		10.0	0	X	10.0
Furnace (Forced Air)		0.7			0.7

Air Conditioning & Cooling	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)
5.0 Ton Unit		5.0	0	X	5.0
3.0 Ton Unit		3.0	0	X	3.0
2.0 Ton Unit		2.0	0	X	2.0
5.0 Ton Unit		5.0	0	X	5.0
5.0 Ton Unit		5.0		X	5.0

Air Conditioning & Cooling	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)

Heating & Heat Pumps	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)

Transient Requirement	Estimated (LRA)	Actual (LRA)	Utilized (LRA)
Largest Motor's Starting Amps (LRA)	144	135	135

Summary NEC Load	Load (kW)	NEC Required
General Lighting & Receptacles	23.4	
Fixed-in-Place Appliances & Motors	33.4	
Sum of all General Loads	56.8	28.7
Cooling	20.0	20.0
Heating (w/demand factors)	0.0	0.0
Larger of Heating & Cooling	20.0	20.0
Sizing based on requirements of NEC Article 220, Part IV		48.7
Elevation		0 ft
Minimum size generator for motor starting requirements		20
BTU load required		1051000

60 kW Generac Model Generator Recommended

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	December 16, 2019
Date of Memo:	November 27, 2019
Re:	Planning Commission Minutes

Due to this item being on the Planning Commission Consent Agenda, there are no Planning Commission minutes available for this case.

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: December 16, 2019
REPORT WRITTEN: November 27, 2019

ELITE PHYSICAL THERAPY – REQUEST FOR APPROVAL OF A FINAL PLAN FOR A MONUMENT SIGN - Located south of 127th Street and west of State Line Road - Case 117-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (5-0) of Case 117-19, Elite Physical Therapy – request for approval of a Final Plan for a Monument Sign, with the following stipulations:

1. The project is limited to the placement of one monument sign.
2. A sign permit from the Planning Department shall be obtained prior to erection of any signs.
3. The monument sign shall be outside all sight triangles.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None

APPLICANT:

- The applicant is Dick Robinson with High Tech Signs of Mid America LLC.
- The property is owned by MO's State Line Building LLC.

REQUEST:

- The applicant is requesting approval of a Final Plan for a monument sign placed at the eastern entrance of the site, accessed from State Line Road.

ZONING:

- The property is currently zoned SD-O (Planned Office).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Office.

LOCATION:

SURROUNDING ZONING:

- North — To the north of the property is Brookdale Assisted Living Facility, zoned AG (Agricultural).
- South — To the south of the property is State Line Office Building, a building zoned SD-O (Planned Office).
- East — To the east of the property is State Line Road and single family residential located within the city of Kansas City, MO.
- West — To the west of the property is Leawood South, a residential subdivision zoned RP-4 (Planned Cluster Residential District) under a previous version of the Leawood Development Ordinance (LDO).

SITE PLAN:

- The monument sign is proposed to be placed along the north side of the main entrance into the office building, off of state line.
- The proposed monument will be setback 5 feet from the property line and will be 7 feet away from the sidewalk, meeting the requirements of the Leawood Development Ordinance.
- The proposed monument will not be placed within any sight triangles.

ELEVATIONS:

- The monument is proposed to be 6' in height, 8' 2" in length for a total of 49 sq. ft. with a width of 2 feet.
- The monument base is constructed of Buechel Stone Fon Du Lac Rustic Real Stone Thin Veneer with the frame of the monument portion being constructed of 2" aluminum in a Duronodic Bronze color.
- The face of the sign is constructed of a tan aluminum panel that is recessed 1" into the body of the sign.
- The letters on the sign are push through acrylic letters with opaque vinyl on the face to be halo illuminated.

- The text consists of three lines. The first line will be 6 inches tall that reads "elite" along with a logo. The second line will consist of 10 inch letters that read "Physical Therapy". The third line will consist of 9 inch letters that will read "Plaza".
- The proposed lettering mounted for the monument sign is in compliance with the Leawood Development Ordinance.
- A sign permit from the Planning Department shall be obtained prior to erection of any signs.
- Per the Leawood Development Ordinance (16-4-6.10 (A)), all background colors used on signs shall match or be compatible with primary accent colors used on building elevations, and shall be approved by the City. The applicant has provided a sign plan that meets this regulation.

LIGHTING:

- No exterior lighting is proposed with this application. The sign will be illuminated to create a halo effect around each letter.

LANDSCAPING:

- No additional landscaping is proposed with this application.

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL SIGN PLAN FOR ELITE PHYSICAL THERAPY – MONUMENT SIGN, LOCATED SOUTH OF 127TH STREET AND WEST OF STATE LINE ROAD. (PC CASE 117-19)

WHEREAS, the applicant submitted a request for approval of a Final Sign Plan for Elite Physical Therapy – Monument Sign;

WHEREAS, such request for approval was presented to the Planning Commission on November 26, 2019; and

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

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

SECTION ONE: The Governing Body approves the Final Sign Plan for Elite Physical Therapy – Monument Sign, subject to the following stipulations and conditions:

1. The project is limited to the placement of one monument sign.
2. A sign permit from the Planning Department shall be obtained prior to erection of any signs.
3. The monument sign shall be outside all sight triangles.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

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

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

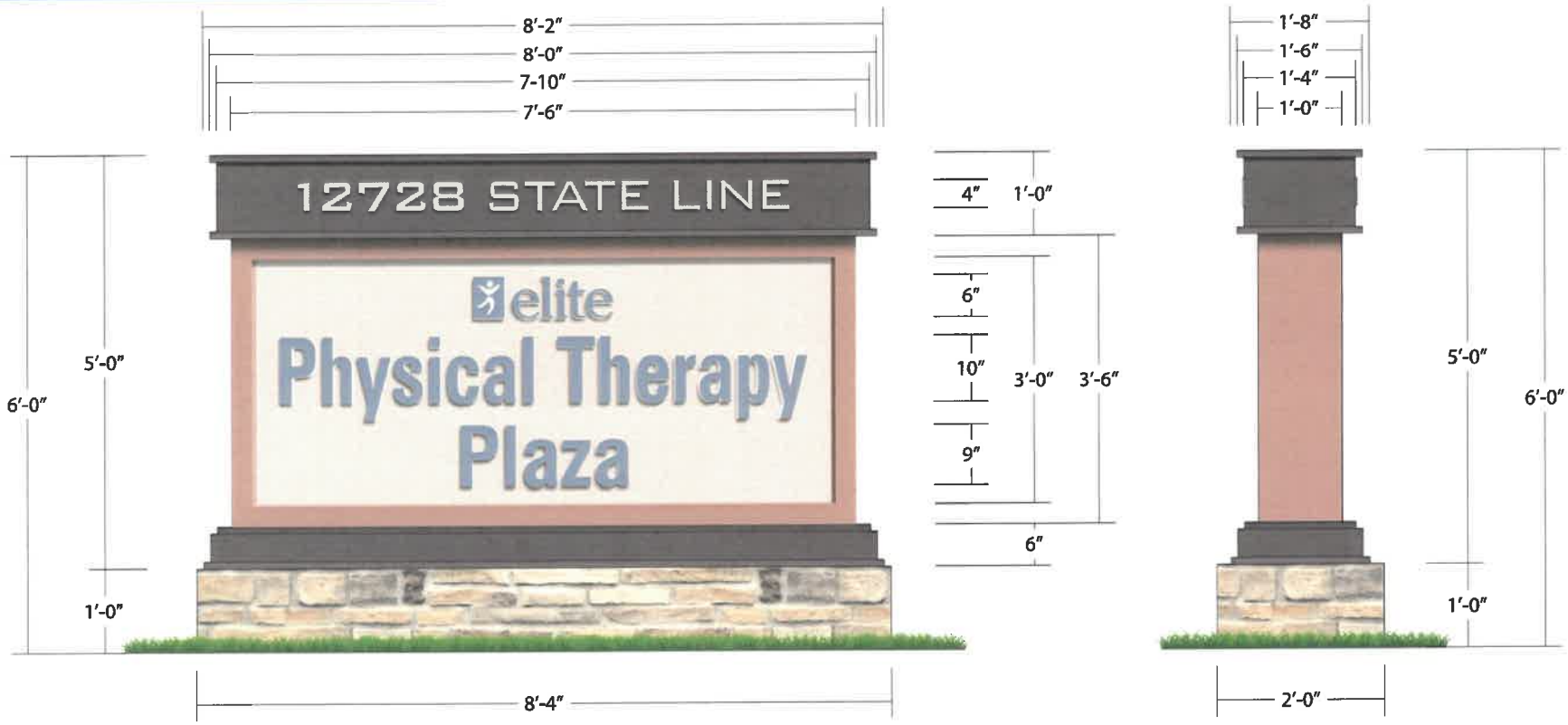
_____

Marcia L. Knight, Assistant City Attorney

ILLUMINATED D/F MONUMENT SIGN

SCALE: 1/2" = 1'-0"

50.0 SQFT OF SIGNAGE



DOUBLE SIDED MONUMENT SIGN WITH PUSH THROUGH GRAPHICS
INTERNALLY ILLUMINATED WITH GOQ SAMSUNG BRAND 10,000K WHITE LED MODULES @ 1.08 WATT EACH
ALL ALUMINUM CONSTRUCTED SIGN FRAMING AND 080 ALUMINUM SKINS TO BE PAINTED USING MATTHEWS PAINT, ULTRA LOW VOC, SATIN URETHANE FINISHES; BOTTOM AND TOP ARCHITECTURAL DETAILING TO PAINT 313 DURONODIC BRONZE MAIN BODY PAINTS TO MATCH BUILDING FACADE (COLOR TBD), TENANT BRANDING PANELS PAINT TO MATCH TRIM COLOR ON BUILDING (TBD)
TENANT PANEL TO BE ROUTED 080 ALUMINUM WITH 1/2" THICK WHITE 7328 ACRYLIC PUSH THROUGH LETTERING AND GRAPHIC
ACRYLIC TO HAVE 3M WEDGEWOOD BLUE 7125-187, SCOTCHCAL ELECTROCUT GRAPHIC FILM
HEADER ADDRESS TO BE FLAT CUT 3/16" THICK ALUMINUM PAINTED WITH A SILVER METALLIC FINISH
SIGN TO INSTALL ON A SCHEDULE 40, 3" STEEL PIPE SET IN A CONCRETE FOOTING THAT RUNS UP THROUGH THE STONE BASE
SIGN WILL INCLUDE SERVICE SWITCH AND PHOTOELECTRIC CONTROLLER ON SIGN
STONE BASE, PAD AND ELECTRICAL SERVICE TO BE DONE BY THE CUSTOMERS GENERAL CONTRACTOR AND COORDINATED WITH HIGHTECH SIGNS

CLIENT SIGNATURE & DATE

HIGHTECH SIGNS
SIGNS THAT MEAN BUSINESS
2338 Merriam Dr. Kansas City, KS 66106
Phone (913) 894-4422 Fax (913) 236-7446

THIS DESIGN IS THE SOLE PROPERTY OF **HIGHTECH SIGNS** AND CAN NOT BE USED IN WHOLE OR PART WITHOUT WRITTEN CONSENT

CLIENT:	DRAWING NO.	SALESPERSON:	
ELITE PHYSICAL THERAPY 12728 STATE LINE ROAD LEAWOOD, KANSAS 66209	19-276c	DICK ROBINSON	**SIGN DETAIL**
	DATE	DESIGNER:	
	11.18.2019	KEN ALBIN	

SIGN ELEVATION

SCALE: NONE

CLIENT SIGNATURE & DATE

HIGHTECHSIGNS
SIGNS THAT MEAN BUSINESS
2338 Merriam Dr. Kansas City, KS 66106
Phone (913) 894-4422 Fax (913) 236-7446

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CLIENT:	DRAWING NO.	SALESPERSON:	
ELITE PHYSICAL THERAPY 12728 STATE LINE ROAD LEAWOOD, KANSAS 66209	19-276c	DICK ROBINSON	**SOUTH ELEVATION**
	DATE	DESIGNER:	
	11.18.2019	KEN ALBIN	

SIGN ELEVATION

SCALE: NONE

NIGHT VIEW

CLIENT SIGNATURE & DATE

HIGHTECHSIGNS
SIGNS THAT MEAN BUSINESS
2338 Merriam Dr. Kansas City, KS 66106
Phone (913) 894-4422 Fax (913) 236-7446

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CLIENT:	DRAWING NO.	SALESPERSON:	
ELITE PHYSICAL THERAPY 12728 STATE LINE ROAD LEAWOOD, KANSAS 66209	19-276c	DICK ROBINSON	**SOUTH ELEVATION**
	DATE	DESIGNER:	
	11.18.2019	KEN ALBIN	

ILLUMINATED D/F MONUMENT SIGN

SCALE: 1/2" = 1'-0"

*** SIGN TO BE MOUNTED ON STEEL PIPE USING 1.5" STEEL ANGLE SADDLE, BOLTED TO ALUMINUM ANGLE FRAME, INTERNALLY SIGN WILL BE ADDITIONALLY LAG BOLTED TO THE SIGN BASE USING CONCRETE WEDGE ANCHORS, AS NEEDED

HEADER
2" ALUMINUM ANGLE CONSTRUCTED FRAME, 6061 ALLOY
1" ALUMINUM SQUARE TUBE ARCHITECTURAL DETAIL, 6063 ALLOY
080 ALUMINUM OUTER SKIN, 5052 ALLOY

3/16" THICK, FLAT CUT ALUMINUM ADDRESS

SIGN BODY
2" ALUMINUM ANGLE CONSTRUCTED FRAME, 6061 ALLOY
080 ALUMINUM OUTER SKIN, 5052 ALLOY

TENANT BRANDING PANEL
080 ALUMINUM PANEL, 5052 ALLOY
TO BE RECESSED 1" INTO THE SIGN BODY TO CREATE DIMENSION AND ADD TO THE AESTHETICS OF THE DESIGN

1/2" WHITE, CHEMCAST BRAND, 7328 ACRYLIC WITH OPAQUE 3M HIGH PERFORMANCE, WEDGEWOOD BLUE 7125-187, SCOTCHCAL GRAPHIC FILM APPLIED TO FACES

DECORATIVE BASE DETAILING
2" ALUMINUM ANGLE CONSTRUCTED FRAME, 6061 ALLOY
1" ALUMINUM SQUARE TUBE ARCHITECTURAL DETAIL, 6063 ALLOY
080 ALUMINUM OUTER SKIN, 5052 ALLOY

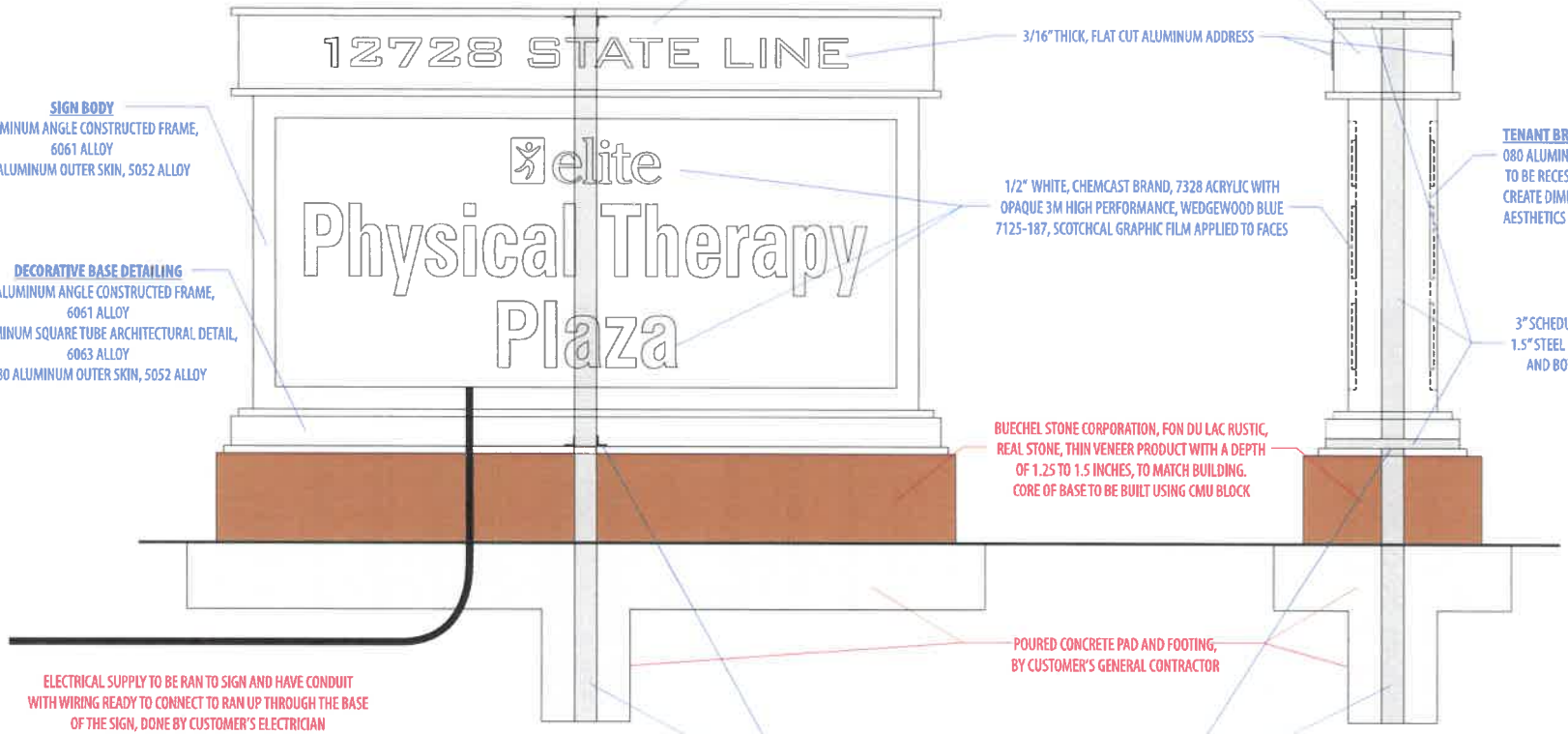
3" SCHEDULE 40 STEEL PIPE WELDED TO 1.5" STEEL ANGLE SADDLE BOLTED TO TOP AND BOTTOM INSIDE OF SIGN BODY

BUECHEL STONE CORPORATION, FON DU LAC RUSTIC, REAL STONE, THIN VENEER PRODUCT WITH A DEPTH OF 1.25 TO 1.5 INCHES, TO MATCH BUILDING. CORE OF BASE TO BE BUILT USING CMU BLOCK

POURED CONCRETE PAD AND FOOTING, BY CUSTOMER'S GENERAL CONTRACTOR

ELECTRICAL SUPPLY TO BE RAN TO SIGN AND HAVE CONDUIT WITH WIRING READY TO CONNECT TO RAN UP THROUGH THE BASE OF THE SIGN, DONE BY CUSTOMER'S ELECTRICIAN EXACT LOCATION TO BE COORDINATED WITH HIGHTECH SIGNS

3" SCHEDULE 40 STEEL PIPE WELDED TO 1.5" STEEL ANGLE SADDLE BOLTED TO TOP AND BOTTOM INSIDE OF SIGN BODY



BUILDING

CLIENT SIGNATURE & DATE

HIGHTECHSIGNS
SIGNS THAT MEAN BUSINESS
2338 Merriam Dr. Kansas City, KS 66106
Phone (913) 894-4422 Fax (913) 236-7446

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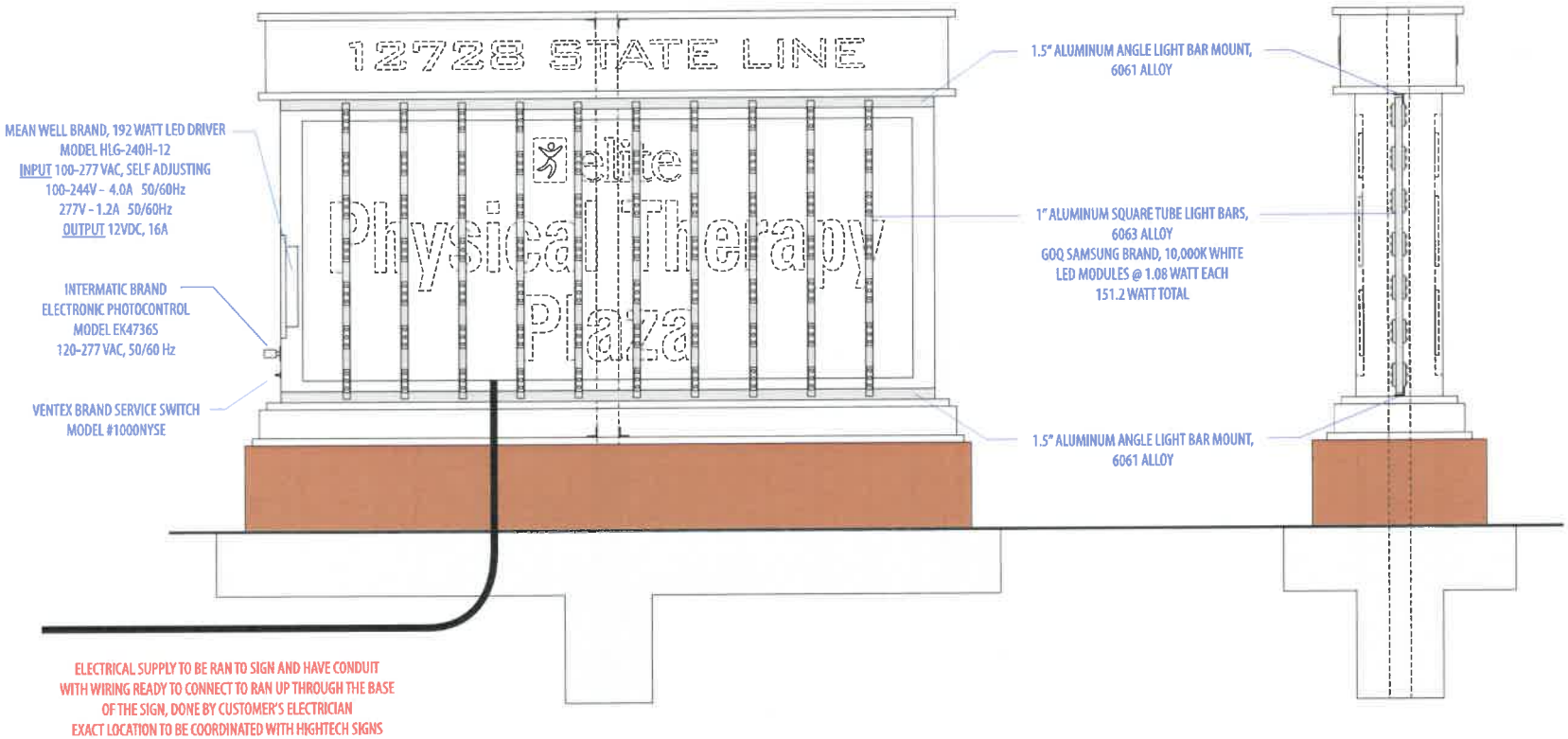
CLIENT:	DRAWING NO.	SALESPERSON:	
ELITE PHYSICAL THERAPY 12728 STATE LINE ROAD LEAWOOD, KANSAS 66209	19-276c	DICK ROBINSON	**STRUCTURAL DETAIL**
	DATE	DESIGNER:	
	11.18.2019	KEN ALBIN	

ILLUMINATED D/F MONUMENT SIGN

SCALE: 1/2" = 1'-0"



ELECTRICAL SUPPLY TO BE RAN TO SIGN AND HAVE CONDUIT
WITH WIRING READY TO CONNECT TO RAN UP THROUGH THE BASE
OF THE SIGN, DONE BY CUSTOMER'S ELECTRICIAN
EXACT LOCATION TO BE COORDINATED WITH HIGHTECH SIGNS

BUILDING

CLIENT SIGNATURE & DATE

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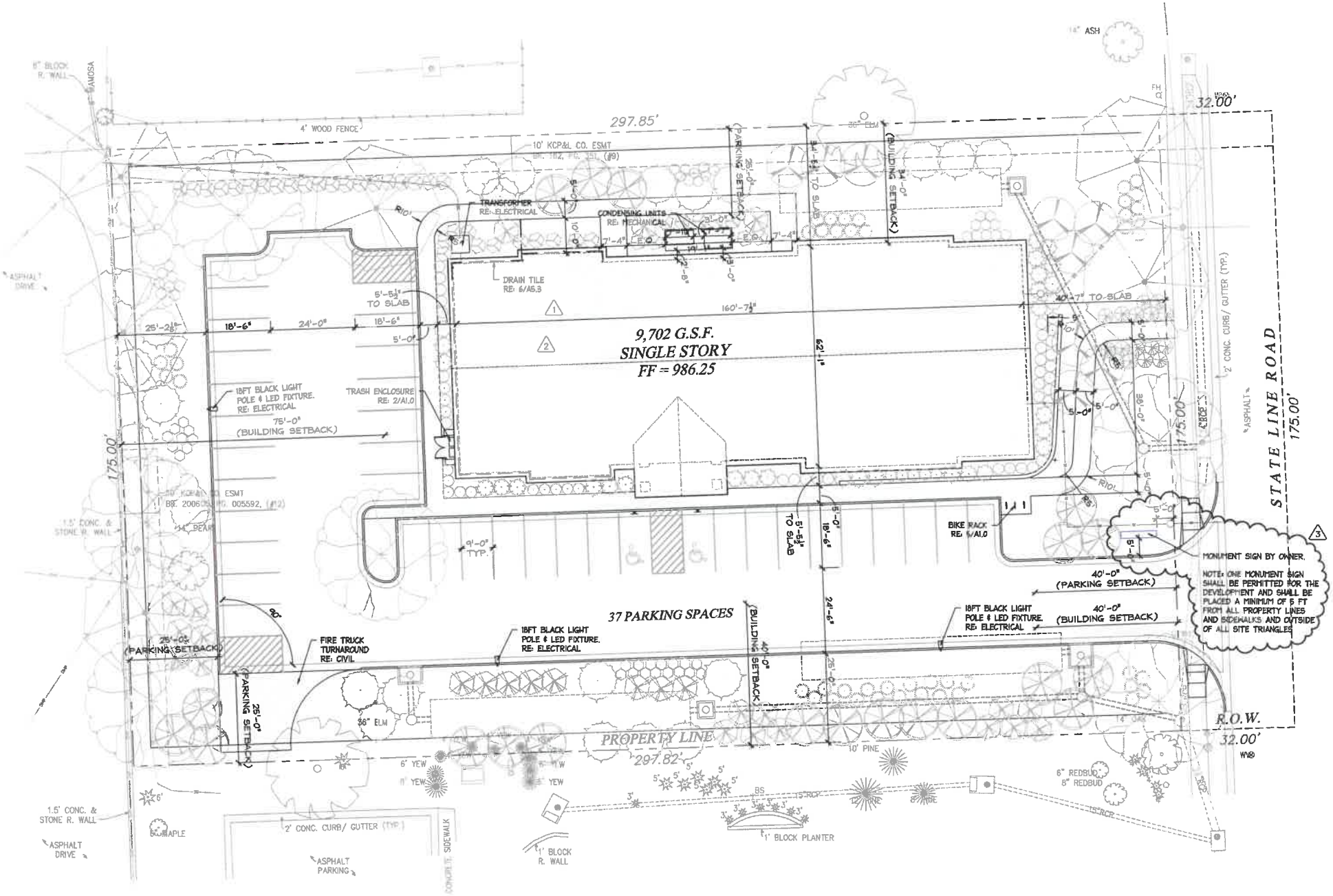
CLIENT:	DRAWING NO.	SALESPERSON:	
ELITE PHYSICAL THERAPY 12728 STATE LINE ROAD LEAWOOD, KANSAS 66209	19-276c	DICK ROBINSON	**ELECTRICAL DETAIL**
	DATE	DESIGNER:	
	11.18.2019	KEN ALBIN	



297.85'
4' WOOD FENCE
10' KCP&L CO. ESMT
TRANSFORMER
RE: ELECTRICAL
CONDENSING UNITS
RE: MECHANICAL
DRAIN TILE
RE: 6/A5.3
9,702 G.S.F.
SINGLE STORY
FF = 986.25
160'-7½"
62'-1"
40'-7" TO SLAB
18FT BLACK LIGHT
POLE & LED FIXTURE.
RE: ELECTRICAL
TRASH ENCLOSURE
RE: 2/A1.0
75'-0"
(BUILDING SETBACK)
175.00'
STATE LINE ROAD
175.00'
32.00'
2' CONC. CURB/ GUTTER (TYP.)
ASPHALT
BIKE RACK
RE: 6/A1.0
MONUMENT SIGN BY OWNER.
NOTE: ONE MONUMENT SIGN SHALL BE PERMITTED FOR THE DEVELOPMENT AND SHALL BE PLACED A MINIMUM OF 5 FT FROM ALL PROPERTY LINES AND SIDEWALKS AND OUTSIDE OF ALL SITE TRIANGLES
40'-0"
(PARKING SETBACK)
40'-0"
(BUILDING SETBACK)
37 PARKING SPACES
FIRE TRUCK
TURNAROUND
RE: CIVIL
18FT BLACK LIGHT
POLE & LED FIXTURE.
RE: ELECTRICAL
25'-0"
(PARKING SETBACK)
PROPERTY LINE
297.82'
R.O.W.
32.00'
10' PINE
6" REDBUD
8" REDBUD
1' BLOCK PLANTER
1' BLOCK
R. WALL
2' CONC. CURB/ GUTTER (TYP.)
ASPHALT
PARKING
CONCRETE SIDEWALK
1.5' CONC. &
STONE R. WALL
ASPHALT
DRIVE
6' YEW
8' YEW
36" ELM

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
SHADE TREES					
SW	8	Quercus bicolor	SWAMP WHITE OAK	3" cal.	per plan
RS	6	Acer rubrum 'Red Sunset'	RED SUNSET MAPLE	3" cal.	per plan
ORNAMENTAL TREES					
SS	9	Malus sp. 'Spring Snow'	SPRING SNOW CRABAPPLE	2" cal, 8 8' ht	per plan
SM	20	Magnolia virginiana	SWEETBAY MAGNOLIA	2" cal, 8 8' ht	per plan
EVERGREEN TREE					
WP	27	Pinus strobus 'Fastigiata'	PYRAMIDAL WHITE PINE	8' ht.	per plan
DECIDUOUS SHRUBS AND GRASSES					
FC	46	Chamaecyparis pisifera 'Vintage Gold'	VINTAGE GOLD FALSE CYPRESS	5 gal. & 30"	per plan
HR	51	Rosa 'Home Run'	HOME RUN ROSE	5 gal. & 30"	per plan
GS	30	Spirea x bumalda 'Goldflame'	GOLDFLAME SPIREA	5 gal. & 30"	per plan
AV	27	Viburnum x rhytidophyllum 'Alleghany'	ALLEGHANY VIBURNUM	5 gal. & 30"	per plan
HF	50	Pennisetum alopecuroides 'Hameln'	HAMELN FOUNTAIN GRASS	1 gal.	per plan
AC	16	Ribes alpinum 'Green Mound'	GREEN MOUND ALPINE CURRANT	5 gal. & 30"	per plan
EVERGREEN SHRUBS					
HY	40	Taxus x media 'Hicksii'	HICKSII YEW (SEE NOTE #20)	5 gal. & 30"	per plan

*NOTE: ALL PLANTS TO COMPLY WITH ANSI Z60.1; AMERICAN STANDARD FOR NURSERY STOCK

LANDSCAPE CALCULATIONS:

PERIMETER LANDSCAPING REQUIREMENTS ALONG STATE LINE RD / 175' - 28' (DRIVE) = 147' OF FRONTAGE
- STREET TREES REQUIRED 147/35 = 4 STREET TREES REQUIRED : 4 TOTAL PROVIDED
- ORNAMENTAL TREES REQUIRED 147/12 = 12 ORNAMENTAL TREES REQUIRED : 12 ORNAMENTAL TREES PROVIDED
- SHRUBS REQUIRED 147/5 = 29 SHRUBS REQUIRED : 30 PROVIDED

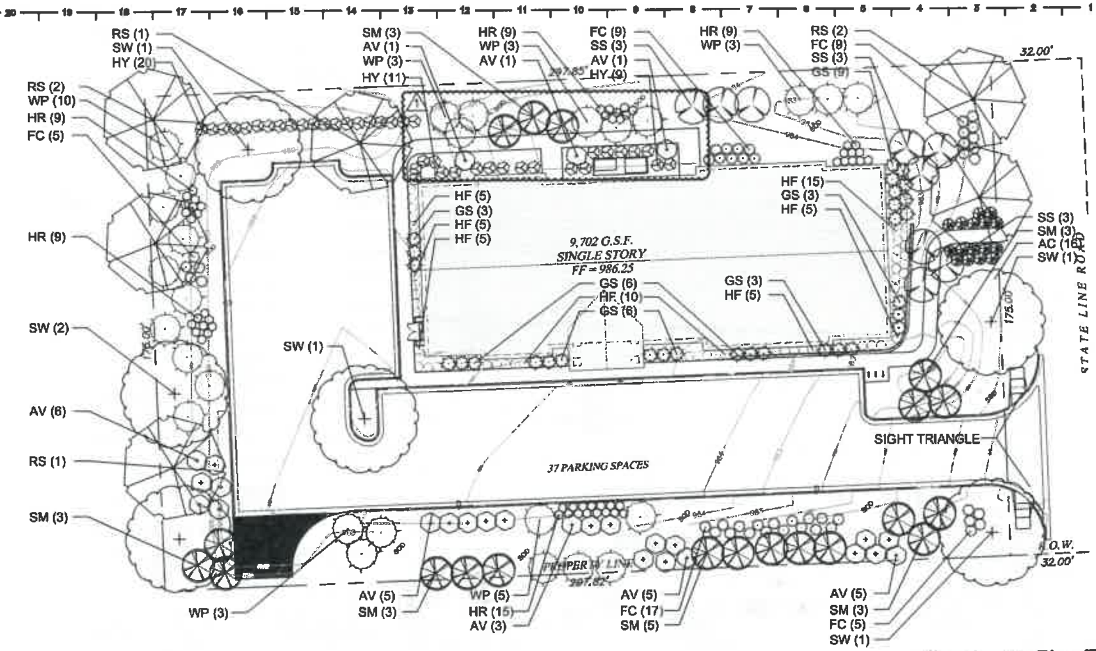
PERIMETER LANDSCAPING REQUIREMENTS 1 TREE PER 20 LINEAR FEET AND 1 SHRUB PER 6 LINEAR FEET
- NORTH PROP. LINE = 298 ' / 20 = 15 TREES REQ. 15 PROVIDED 298 / 6 = 50 SHRUBS REQ. 50 PROVIDED
- WEST PROP. LINE = 175 ' / 20 = 9 TREES REQ. 10 PROVIDED 175 / 6 = 29 SHRUBS REQ. 29 PROVIDED
- SOUTH PROP. LINE = 298 ' / 20 = 15 TREES REQ. 16 PROVIDED 298 / 6 = 50 SHRUBS REQ. 50 PROVIDED

INTERIOR LANDSCAPING CALCULATIONS
- A MIN. OF 8% OF THE LAND AREA TO BE LANDSCAPED : SITE AREA = 53,579 X 8% = 4,286 S.F. REQ / 10,400 S.F. PROVIDED
- 1 TREE FOR EVERY 3,000 S.F. OF INTERIOR LANDSCAPING 10,400 / 3,000 = 3 TREES REQ. 3 TREES PROVIDED

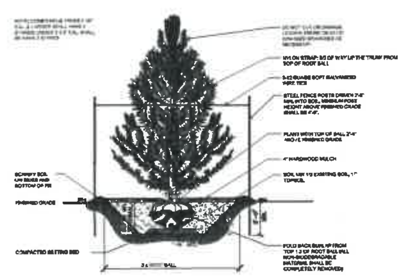
PARKING LANDSCAPE REQUIREMENTS
- 1 TREE FOR EVERY 10 PARKING SPACES = 37 SPACES / 10 = 4 TREES REQUIRED : 4 TREES PROVIDED

LANDSCAPE NOTES:

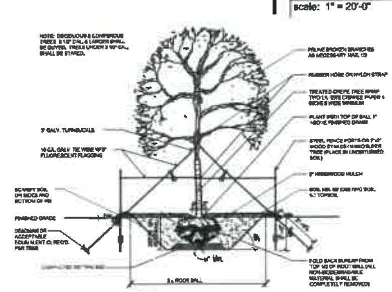
1. LANDSCAPE NOTES SHALL APPLY TO ALL LANDSCAPE DRAWINGS.
2. LOCATION OF ALL UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS.
3. LIMITS OF CONSTRUCTION ARE THE PROPERTY LINES, UNLESS OTHERWISE NOTED ON THE PLANS, EXCEPT WHERE ACCESS BEYOND IS REQUIRED FOR CONSTRUCTION RELATED TO UTILITY INSTALLATION AND EQUIPMENT ACCESS TO THE SITE.
4. REFER TO CIVIL DRAWINGS FOR ALL GRADING AND BERMING, EROSION CONTROL, STORM DRAINAGE, UTILITIES AND SITE LAYOUT.
5. THE CONTRACTOR SHALL ARRANGE AND CONDUCT A PRE-CONSTRUCTION MEETING ONSITE WITH LANDSCAPE ARCHITECT PRIOR TO ALL WORK.
6. PLANT QUANTITIES ARE FOR INFORMATION ONLY. DRAWING SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BID ACCORDINGLY.
7. THE CONTRACTOR IS TO NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
8. THE CONTRACTOR SHALL PLACE SHREDDED HARDWOOD BARK MULCH AROUND ALL TREES TO A DEPTH OF 3", AND IN ALL PLANTING BEDS TO A DEPTH OF 3". WALNUT PRODUCTS ARE PROHIBITED.
9. TREE LOCATIONS IN AREAS ADJACENT TO DRIVES, WALKS, WALLS AND LIGHT FIXTURES MAY BE FIELD ADJUSTED AS APPROVED BY THE LANDSCAPE ARCHITECT.
10. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI-Z60-2004, OR MOST RECENT EDITION.
11. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
12. THE PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ANY DEVIATION TO THE APPROVED FINAL LANDSCAPE PLAN SHALL REQUIRE WRITTEN APPROVAL BY THE CITY OF LEAWOOD, KANSAS AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
13. PLANTING OF TREES, SHRUBS, SODDED AND SEEDED TURFGRASS SHALL BE COMMENCED DURING EITHER THE SPRING (APRIL 15-JUNE 15) OR FALL (SEPTEMBER 1-NOVEMBER 15) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
14. STEEL EDGING TO BE USED ON ALL LANDSCAPE BEDS ABUTTING SODDED AREAS.
15. LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND ACCEPTANCE OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DIES, DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACE.
16. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF THE CONTRACT.
17. ALL TREES SHALL BE CALLIPERED AND UNDERSIZED TREES SHALL BE REJECTED. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON THE DRAWINGS.
18. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
19. ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDING, PAVEMENT, LANDSCAPE BEDS SHALL BE SODDED WITH TURF TYPE TALL FESCUE UNLESS OTHERWISE INDICATED BY THE OWNER.
20. ALL EXTERIOR GROUND OR BUILDING MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT AND UTILITY METER BANKS SHALL BE SCREENED FROM PUBLIC VIEW WITH EVERGREEN LANDSCAPING THAT IS 6" TALLER THAN THE EQUIPMENT BEING SCREENED AT THE TIME OF PLANTING.
21. PREPARE PLANTING BEDS BY INCORPORATING AN APPROVED COMPOSTED ORGANIC SOIL INTO EXISTING SOIL FOR ALL SHRUB, PERENNIAL AND ANNUAL PLANTING BEDS AT A MINIMUM DEPTH OF 8". THOROUGHLY MIX ORGANIC MATERIAL INTO THE EXISTING SOIL BY ROTOTILLING OR OTHER APPROVED METHOD TO A MINIMUM DEPTH OF 12".
22. APPLY A COMMERCIAL ROOT STIMULATOR (APPROVED BY LANDSCAPE ARCHITECT PRIOR TO USE) TO ALL SHRUBS AND GROUND COVERS AT RATES RECOMMENDED BY MANUFACTURER DURING FIRST PLANT WATERING FOLLOWING INSTALLATION.
23. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH A HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM ACHIEVING 100% EVEN COVERAGE OF ALL LANDSCAPE AREAS. IRRIGATION SYSTEM SHALL BE DESIGN-BUILD TO MEET ALL CITY REQUIREMENTS.
24. TREE PROTECTION FENCING SHALL BE INSTALLED AND APPROVED BY THE CITY FORESTER PRIOR TO ANY LAND DISTURBANCE. TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETE ON THE PROJECT. NO PARKING OF VEHICLES, MATERIAL STORAGE, WASHOUTS OR GRADING ARE ALLOWED WITHIN THE FENCING. IF THE FENCING MUST BE REMOVED OR RELOCATED, THE CITY FORESTER SHALL BE CONTACTED FOR PRIOR APPROVAL.
25. A CERTIFIED ARBORIST SHALL PRUNE ALL EXISTING TREES TO REMAIN. TREES CONFLICTING WITH BUILDING OR OVERLAPPING LANDSCAPE BEDS SHALL BE PRUNED UP TO ALLOW FOR 12' OF CLEARANCE UNDER CANOPY.
26. ALL LAWN AREAS SHALL RECEIVE A MINIMUM OF 6-INCH DEPTH TOPSOIL COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
27. THE ENTIRE SURFACE TO BE SODDED SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
28. SOD SHALL BE MACHINE STRIPPED AT A UNIFORM SOIL THICKNESS OF APPROXIMATELY ONE INCH (PLUS OR MINUS 1/4 INCH). THE MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH, AND SHALL BE DETERMINED AT THE TIME OF CUTTING IN THE FIELD. PRECAUTIONS SHALL BE TAKEN TO PREVENT DRYING AND HEATING. SOD DAMAGED BY HEAT AND DRY CONDITIONS, SOD CUT MORE THAN 18 HOURS BEFORE BEING INCORPORATED INTO THE WORK SHALL NOT BE USED.
29. HANDLING OF SOD SHALL BE DONE IN A MANNER THAT WILL PREVENT TEARING, BREAKING, DRYING AND OTHER DAMAGE. PROTECT EXPOSED ROOTS FROM DEHYDRATION. DO NOT DELIVER MORE SOD THAN CAN BE LAID WITHIN 24 HOURS.
30. MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE INSTALLING SOD. FERTILIZE, HARROW OR RAKE FERTILIZER INTO TOP 1-1/2-INCHES OF TOPSOIL, AT A UNIFORM RATE OF ONE POUND OF NITROGEN PER 100 SF.
31. SOD SHALL BE CAREFULLY PLACED IN THE DIRECTION PARALLEL WITH THE SLOPE OF THE AREA TO BE SODDED. SOD STRIPS SHALL BE BUTTED TOGETHER BUT NOT OVERLAPPED WITH THE SEAMS STAGGERED ON EACH ROW.
32. FERTILIZER SHALL BE 10-10-5 COMMERCIAL FERTILIZER OF THE GRADE, TYPE AND FORM SPECIFIED AND SHALL COMPLY WITH THE RULES OF THE STATE OF KANSAS DEPARTMENT OF AGRICULTURE. FERTILIZER SHALL BE IDENTIFIED ACCORDING TO THE PERCENT N, P, K, IN THAT ORDER.
33. SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO HOURS OF PLANTING. DURING FIRST WEEK AFTER PLANTING, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF FOUR INCHES BELOW SOD.
34. CONTRACTOR SHALL PROVIDE FULL MAINTENANCE FOR SODDED TURF GRASS FOR A PERIOD OF 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, WELL-ROOTED, EVEN-COLORED, VIABLE TURF MUST BE ESTABLISHED. THE TURF GRASS SHALL BE FREE OF WEEDS, OPEN JOINTS, BARE AREAS AND SURFACE IRREGULARITIES.
35. IN THE EVENT OF WORK IN OR ON THE JCW SANITARY MAIN, ANY TREES OR PLANTINGS PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION THERE-OF AND SHALL BE REPLACED BY THE PROPERTY OWNER AS REQUIRED BY THE CITY.
36. LANDSCAPE ADJACENT TO THE FIRE DEPARTMENT CONNECTION AND FIRE HYDRANT SHALL ALLOW FOR UNOBSTRUCTED VISIBILITY AND ACCESS, WITH NO SHRUBS OR TREES WITH IN A 3' RADIUS OF THE FIRE DEPARTMENT CONNECTION OR FIRE HYDRANT.
37. ALL PARKING LOT ISLANDS SHALL BE BERMED TO DISCOURAGE FOOT TRAFFIC. ALL HEDGES SHALL BE TRIMMED TO MAINTAIN A SOLID HEDGE APPEARANCE. ALL PLANT IDENTIFICATION TAGS SHALL REMAIN UNTIL ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.



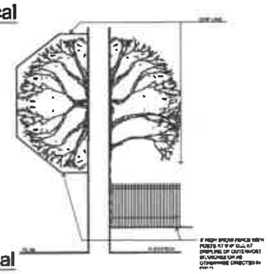
1 Landscape Plan
scale: 1" = 20'-0"
north



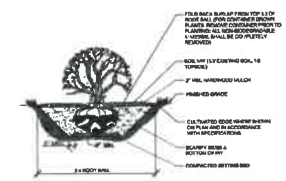
4 Evergreen Tree Typical



2 Deciduous Tree Typical



5 Tree Protection Typical



3 Shrub Planting Typical

CLIENT:
Mo's State Line Building, LLC
4601 College Blvd., Suite 100
Leawood, Kansas 66211

PROJECT:
State Line North Office Building
12728 State Line Road
Leawood, Kansas 66209

ARCHITECT:
Bell / Knott & Associates
CORPORATE ARCHITECTS, P.C.

CIVIL ENGINEER:
PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061

STRUCTURAL ENGINEER:
BDC
Structural Engineers - Since 1957
BOB D. CAMPBELL & CO., INC.
4338 Belleview
Kansas City, MO 64111
(816) 531-4144 FAX (816) 531-8572
©2018 - BOB D. CAMPBELL & CO., INC.

MEP ENGINEER:
GIBBENS DRAKE SCOTT, INC.
Consulting Engineers
Raytown, Missouri

LANDSCAPE ARCHITECT:
VSM
landscape architecture - planning

SEAL:
KEVIN LAWRENCE VOGT
LICENSED
KANSAS
LANDSCAPE ARCHITECT
05.23.2019

REVISIONS:
PR - 01 May 23, 2019

ISSUE DATE	March 25, 2019
ISSUED FOR	CONSTRUCTION
PROJECT NUMBER	18023
PROJECT PHASE	CD

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L100

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	December 16, 2019
Date of Memo:	November 27, 2019
Re:	Planning Commission Minutes

Due to this item being on the Planning Commission Consent Agenda, there are no Planning Commission minutes available for this case.

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: December 16, 2019
REPORT WRITTEN: November 27, 2019

TOWN CENTER PLAZA – ARRAY (RETAIL: WOMEN'S APPAREL) – REQUEST FOR APPROVAL OF A FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE – Located north of 119th Street and west of Roe Avenue – Case 118-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (5-0) of Case 118-19, Town Center Plaza – Array – request for approval of a Final Plan for Changes to the Façade of a Tenant Space, with the following stipulations:

1. The project is limited to changes to the exterior of the tenant space.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. The existing stone and brick matching the Town Center Plaza development will not be modified with this application.
4. The existing colonnade will not be modified with this application.
5. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
6. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through six.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None

APPLICANT:

- The applicant is Carolyn Richmond with Array.
- The property is owned by TCP, LLC.

REQUEST:

- The applicant is requesting approval of a Final Plan to alter the entry façade of the tenant space including the addition of a round awning and the addition of two columns (one on either side of the entrance), on the western end of the main retail center of Town Center Plaza, zoned SD-CR.

ZONING:

- The property is currently zoned SD-CR (Planned General Retail).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Retail.

LOCATION:

SURROUNDING ZONING:

- North — Directly north of 117th Street is the Park Place Mixed Use development, zoned MXD (Mixed Use).
- South — Directly south of 119th Street is a mix of retail and residential located in the City of Overland Park.
- East — Directly east of Roe Avenue is the Camelot Court retail development, zoned SD-CR.
- West — Directly west of Nall Avenue is a large portion of open space, part of the Sprint Campus, located within the City of Overland Park.

ELEVATIONS:

- The applicant proposes to alter the storefront by removing the existing tile veneer which would be replaced by wood trim with small architectural features.
- The new wood trim is proposed to be painted pink in color (Pantone 3568 C).
- The existing door handles will be repainted from their current orange color, to a gold color (Pantone 971)
- No changes to exterior lighting are proposed.
- A new round cedar awning is proposed above the doorway, which will stay underneath the existing colonnade.
- No other changes are proposed with the plan.

SIGNAGE:

- Town Center Plaza has sign criteria recommended by the Planning Commission and approved by the Governing Body.
- Signage for Array was approved administratively through a separate application.

LIGHTING:

- The applicant has stated that no additional lighting fixtures will be added to the façade of the tenant space.

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE FOR TOWN CENTER– ARRAY [RETAIL: WOMEN'S APPAREL] LOCATED NORTH OF 119TH STREET AND WEST OF ROE AVENUE. (PC CASE 118-19)

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

WHEREAS, such request for approval was presented to the Planning Commission on November 26, 2019; and

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

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

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

1. The project is limited to changes to the exterior of the tenant space.
2. The project shall comply with the design guidelines for Town Center Plaza.
3. The existing stone and brick matching the Town Center Plaza development will not be modified with this application.
4. The existing colonnade will not be modified with this application.
5. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
6. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through six.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

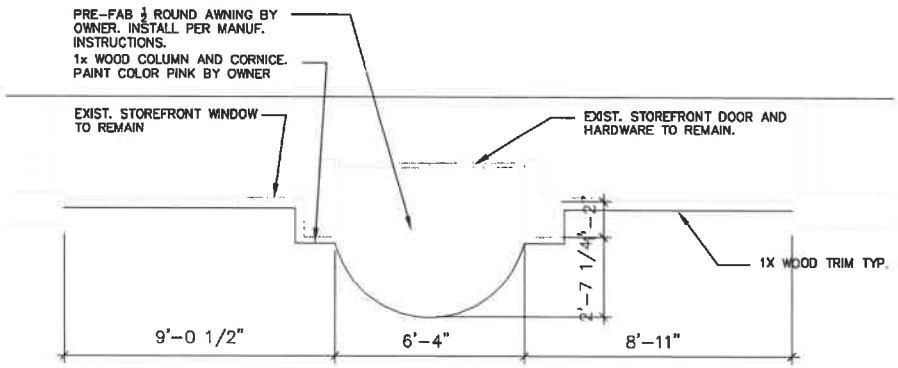
_____

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____

Marcia L. Knight, Assistant City Attorney



3 FLOOR PLAN
1/4"=1'-0"

N

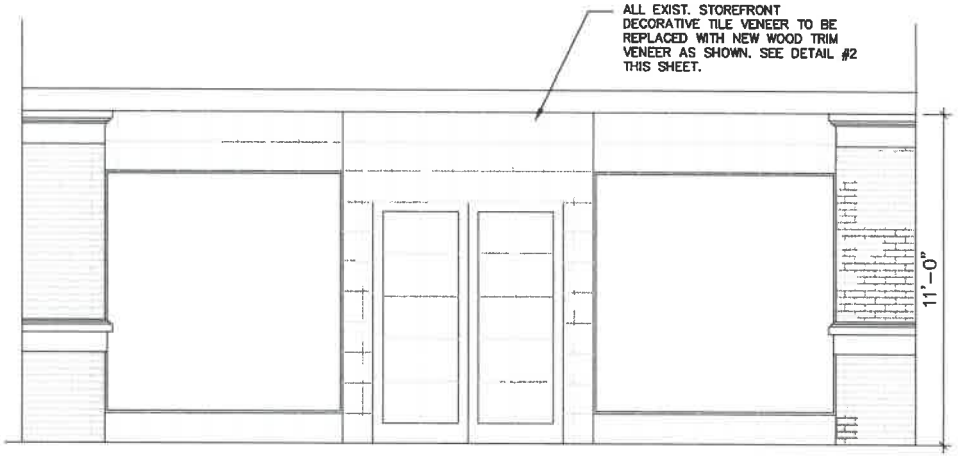
WOOD PANELING AND WOOD DOOR PAINT COLOR SPECIFICATION:

PANTONE 3568 C

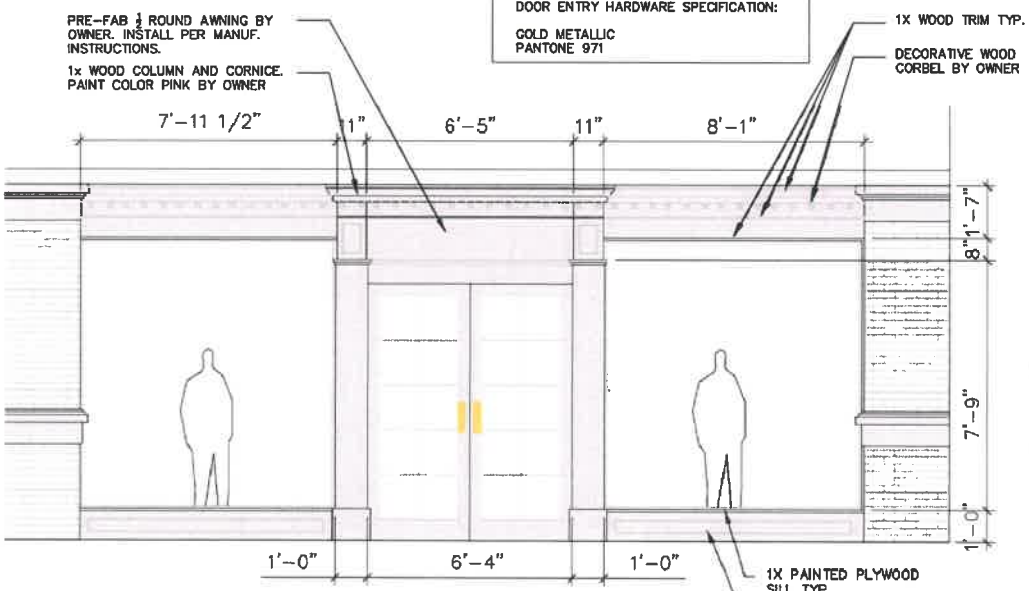
RGB	241 195 211
HEX/HTML	F1C3D3
CMYK	0 28 7 0

DOOR ENTRY HARDWARE SPECIFICATION:

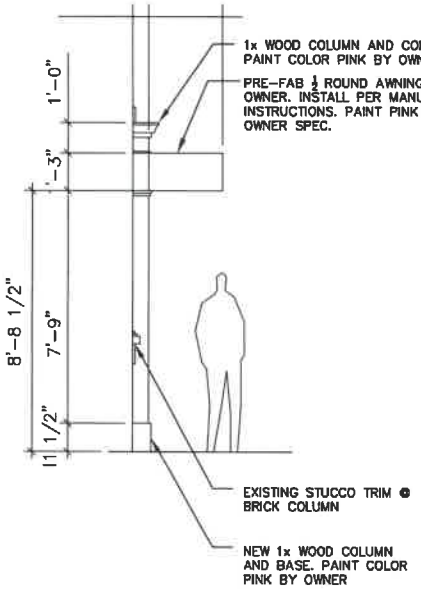
GOLD METALLIC
PANTONE 971



1 EXISTING ELEVATION
1/4"=1'-0"



2 NEW ELEVATION
1/4"=1'-0"



WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL TAKE PRECEDENT OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THE DESIGNER MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS PRIOR TO ANY CONSTRUCTION.

NOTICE DUTY OF COOPERATION

Release of these plans contemplates further cooperation among the owner, his contractor, and the designer. Design and construction are complex. Although the designer and his consultants have performed their services with due care and diligence, they cannot guarantee perfection. Communication is imperfect and every contingency cannot be anticipated. Any ambiguity or discrepency discovered by the use of these plans shall be reported immediately to the designer. A failure to cooperate by a simple notice to the designer shall relieve the designer from responsibility for all consequences. Changes made from the plans without the consent of the designer are unauthorized, and shall relieve the designer of responsibility for all consequences arriving out of such changes. Contractor shall check and verify all dimensions.

A TENANT IMPROVEMENT FOR:

ARRAY BOUTIQUE

5230 W. 119TH STREET LEAWOOD KANSAS 66209

FLOOR PLAN DEMO PLAN

studio 605
8804 SAGAMORE / LEAWOOD KS. 66206 / 512.423.9340
WWW.STUDIO605.COM

SHEET
SF-1
OF SHEETS

DATE: 11.04.19
DRAWN BY: JMS
JOB NUMBER:

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	December 16, 2019
Date of Memo:	November 27, 2019
Re:	Planning Commission Minutes

Due to this item being on the Planning Commission Consent Agenda, there are no Planning Commission minutes available for this case.

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: December 16, 2019
REPORT WRITTEN: November 27, 2019

CORNERSTONE OF LEAWOOD – REVISED SIGN CRITERIA – REQUEST FOR APPROVAL OF A REVISED FINAL SIGN PLAN – Located south of 135th Street and east of Nall Avenue – Case 119-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (5-0) of Case 119-19, Cornerstone of Leawood – request for approval of a Revised Final Sign Plan, with the following stipulations:

1. This application is limited to a Revised Final Plan to modify the sign criteria for the Cornerstone of Leawood development.
2. A sign permit from the Community Development Department shall be obtained prior to installation of any sign.
3. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through three.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None.

APPLICANT:

- The applicant is Dave Mashburn with KMG Hotels.
- The property is owned by SBN REO, LLC.

REQUEST:

- The applicant is requesting approval of a Revised Final Sign Plan for revised sign criteria for the Cornerstone of Leawood retail and office center, to provide greater flexibility and creativity for tenant signage.

ZONING:

- The property is currently zoned SD-CR (Planned General Retail).

COMPREHENSIVE PLAN:

- The Comprehensive Plan designates this property as Mixed Use.

SURROUNDING ZONING:

- North — To the north is a multifamily development within the City of Overland Park, Kansas and Parkway Plaza within Leawood, a mixed use development zoned MXD (Mixed Use District).
- South — To the south, across 137th Street, is the Church of the Resurrection, zoned AG (Agriculture) with a Special Use Permit for a church.
- East — To the east, across Briar Street, is the Plaza Pointe development, zoned SD-CR (Planned General Retail) and SD-O (Planned Office).

- East — To the east, across Briar Street, is the Plaza Pointe development, zoned SD-CR (Planned General Retail) and SD-O (Planned Office).
- West — To the west of Nall Avenue is the mixed use development of Prairie Fire, located within the City of Overland Park, Kansas, zoned Mixed Use.

LOCATION:

SIGNAGE:

Current Criteria

- The current sign criteria for Cornerstone of Leawood limits signage based on the sq.ft. of tenant spaces as follows:

Tenant Sq.Ft.	Single Line	Double Line
0 – 4,999 sq.ft.	18" average letter height	18" average letter height per line
5,000 – 9,999 sq.ft.	24" average letter height	18" average for each line or 24" max. first line and 14.4" max. second line
Outparcel/Freestanding		
0-9,999 sq.ft.	24" average letter height	18" max. per line
10,000 sq.ft. and up	32" average letter height	18" average for each line or 24" max. first line and 19.2" max. second line
Office		
	36" max. letter size	

- Wall signs are currently limited to one per façade, with a maximum of three signs total. The criteria limits the third sign to façade the courtyard, and requires that the size of the sign be reduced to either 18" or 24" depending on tenant size.
- To allow design creativity, the sign criteria currently allows a 25% increase of allowable signage area to be used for design elements as part of the overall sign design.
- The criteria currently limits wall signs to no more than 5% of the façade area, in conformance with the Leawood Development Ordinance.
- The sign criteria currently limits the color of letter returns to match the face of the sign or blend with the adjacent building color.
- The sign criteria requires that all signage be illuminated, and encourage the use of halo-illumination.

- Monument signs and directional signs are not permitted signage types within the Cornerstone of Leawood development.
- Per the Leawood Development Ordinance, all signage must comfortably fit within the sign area and may not exceed 85% of the width of the sign area, or 90% of the height of the sign area.

Proposed Changes to Criteria

- The applicant is proposing the following changes to the sign criteria:

Tenant Sq.Ft.	Existing Single Line	Existing Double Line	Proposed Double Line
0 – 4,999 sq.ft.	18" average letter height	18" average letter height per line	
5,000 – 9,999 sq.ft.	24" average letter height	18" average for each line or 24" max. first line and 14.4" max. second line	
Outparcel/Freestanding			
0-9,999 sq.ft.	24" average letter height	18" max. per line	
10,000 sq.ft. and up	32" average letter height	18" average for each line or 24" max. first line and 19.2" max. second line	32" maximum first line 24" maximum second line
Office			
	36" max. letter size		

- The applicant proposes to remove the requirement that the third wall sign of buildings facing the courtyard are further limited in size, allowing the third sign to match the size of the other walls signs.
- Allow letter returns to be black, match the face of the sign, blend with the adjacent building color, or allow colors to be approved by the landlord and City.
- The applicant proposes to increase the height of multi-line signs for outparcel tenants with 10,000 sq.ft. of more. The applicant proposes that the first line shall not exceed 32" in height, with the second line limited to 75% of the first line.
- The criteria removes the requirement that office building signage must be located above the main entry.
- The criteria removes the statement that logos are generally not allowed.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL SIGN PLAN FOR CORNERSTONE OF LEAWOOD – REVISED SIGN CRITERIA, LOCATED SOUTH OF 135TH STREET AND EAST OF NALL AVENUE. (PC CASE 119-19)

WHEREAS, the applicant submitted a request for approval of a Revised Final Sign Plan for Cornerstone of Leawood – Revised Sign Criteria;

WHEREAS, such request for approval was presented to the Planning Commission on November 26, 2019; and

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

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

SECTION ONE: That the Governing Body approves the Revised Final Sign Plan for Cornerstone of Leawood – Revised Sign Criteria, subject to the following stipulations and conditions:

1. This application is limited to a Revised Final Plan to modify the sign criteria for the Cornerstone of Leawood development.
2. A sign permit from the Community Development Department shall be obtained prior to installation of any sign.
3. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through three.

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

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____
Marcia L. Knight, Assistant City Attorney

SECTION 9

Tenant Sign Criteria

71244021.1

Sign Types and Parameters

This sign criteria is intended to provide a framework to encourage creative and imaginative signage design which both enhance the tenant identification but also the overall customer experience. The allowable signage area is intended to give flexibility for both letter size and graphics. What is not encouraged is large block letters that are stacked to get as big as possible within the allowable square footage.

The Tenant signage shall be proportional to the scale of the facade design. The overall height to width of the signage area will be reviewed for its relationship to the building on which it is installed. To encourage design creativity each signage category shall be allowed a 25% increase of allowable signage area to be used for design elements as part of the overall sign design. In no case shall the text be increased by this percentage. See the examples for clarification.

Tenants shall provide design information for all signage on all preliminary and working drawings submitted to the Landlord. Final approval of Tenant's signage is contingent upon the Landlord approval of the shop drawings as well as approval from the City of Leawood Planning Department.

1. **Small Shop Tenant Sign Parameters**
(0 — 4,999 square feet)

- The maximum average height for wall sign letters within the sign band shall be 18"
- The wall sign area shall not exceed the lesser of five percent (5%) of the area of the storefront or 125 square feet per sign maximum. See allowable increase in section "Sign Types and Parameters".
- Signs and lettering shall be limited in length to 70% of the Tenant's storefront.
- Maximum of one (1) wall sign per facade with a maximum of two total are allowed.
- Wall Signs shall not extend more than 8" beyond the face of the surface to which the sign is mounted.
- All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Reversed halo lighting is encouraged and shall be reviewed on an individual basis.
- No logos will be allowed on Tenant storefronts without prior written approval and shall be integral to the signage design.
- Double stacked lettering shall be allowed on an individual basis only and are subject to Landlord and City approval. Double stacked letters shall be a maximum 18" high individual letters and shall comfortably fit within the Landlord bulkhead as determined by the Landlord's Representative.
- Tag lines shall be allowed on an individual basis only and are subject to Landlord and City approval. Tag lines are not permitted as double stack lettering. Any allowable tag lines shall be individual illuminated letters (no box signs) and shall not exceed 12" in height. The width of the tag line shall not exceed the width established for the primary signage.
- One additional over door transom sign with a maximum letter height of 8" is permitted.

- Signage shall be illuminated individual letters mounted to the building face. A colored or frosted Plexiglas face is required. Colored backer panels are not allowed.

- One under canopy blade sign of 5 square feet are allowed per storefront. (See Blade Sign detail)

2. Small Shop Tenant Sign Parameters
(5,000 to 9,999 square feet)

- The maximum average height for wall sign letters within the sign band shall be 24"

- The wall sign area shall not exceed the lesser of five percent (5%) of the areas of the storefront or 150 square feet per sign maximum. See allowable increase in section "Sign Types and Parameters".

- Signs and lettering shall be limited in length to 70% of the Tenant's storefront.

- Maximum of one (1) wall sign per facade with a maximum of two total are allowed.

- Wall Signs shall not extend more than 8" beyond the face of the surface to which the sign is mounted.

- All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.

- Reversed halo lighting is encouraged and shall be reviewed on an individual basis.

- No logos will be allowed on Tenant storefronts without prior written approval and shall be integral to the signage design.

- Double stacked lettering shall be allowed on an individual basis only and are subject to Landlord and City approval. Double stacked letters shall be limited to the following: Signs with equal letter sizes shall be no more than 18" for each line or the first line shall be a maximum of 24" with the second line limited to 6o% of the first line and shall comfortably fit within the Landlord bulkhead as determined by the Landlord's Representative.

- Tag lines shall be allowed on an individual basis only and are subject to Landlord and City approval. Tag lines are not permitted as double stack lettering. Any allowable tag lines shall be individual illuminated letters (no box signs) and shall not exceed 12" in height. The width of the tag line shall not exceed the width established for the primary signage.

- One additional over door transom sign with a maximum letter height of 8" is permitted.

- Signage shall be illuminated individual letters mounted to the building face. A colored or frosted Plexiglas face is required. Colored backer panels are not allowed.

- One under canopy blade sign of 5 square feet are allowed per storefront. (See Blade Sign detail)

Wrought iron sign frame with suspended copper finish blade per Landlord's standard detail.

Blade Sign Notes:
Individual cut out raised letters applied to the Landlord's approved copper finish sign panel. All Blade Sign letters and graphics are designed by Tenant to be reviewed and approved by the Landlord. No allowable area increase will be permitted for this area.

Blade Sign Detail

3. Sub-Major and Major Tenant Sign Parameters
(10,000 and up)

- Tenant sign area shall be on the approved building elevations and shall be a part of the building design.
- The sign areas shall not exceed the lesser of five percent (5%) of the area of the storefront or 200 square feet per sign maximum. See allowable signage increases in section "Sign Types and Parameters".
- Maximum one wall sign per storefront with a maximum of (3) three. The third sign shall only be allowed on stores with a minimum of three (3) exposed facades and the third sign will be located on the courtyard side.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Colored backer panels are not allowed.
- Reversed halo lighting is encouraged, and shall be reviewed on an individual basis.

4. In-Line Restaurants

- The maximum height for letters within the sign band shall be as permitted by size of premises as indicated in sections 1,2, and 3.
- Signs shall not extend more than 8" beyond the face of the surface to which the sign is mounted.
- All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Signage shall be illuminated individual letters mounted to the building face. A colored or frosted Plexiglas face is required. Colored backer panels are not allowed, one wall sign per façade with a maximum of two total are allowed.
- One additional over door transom sign with a maximum letter height of 8" is permitted per storefront per the Shopping Center standards.
- One under canopy blade sign of 5 square feet are allowed per storefront. (See Blade Sign detail)

- Reversed halo lighting is encouraged, and shall be reviewed on an individual basis.

- No logos will be allowed on Tenant storefronts without prior written approval.

- Tag lines shall be allowed on an individual basis only and are subject to Landlord approval. Any allowable tag lines shall be individual illuminated letters (no box signs) and shall not exceed 10" in height. The width of the tag line shall not exceed the width established for the primary signage.

5. Out Parcel Tenants / Free Standing Buildings
(0-9,999 square feet)

- The maximum average height for letters in the body of the sign shall not exceed 24" in height with multi-line signs to have letter size no more than 18".

- The sign areas shall not exceed the lesser of five percent (5%) of the area of the storefront or 200 square feet per sign maximum. See allowable increase in section "Sign Types and Parameters".

- All signage must be submitted for approval with Final Development Plan to the City.

- Maximum one (1) wall sign per façade with a maximum of three (3). The third sign shall only be allowed on the facade facing the main shopping center ~~and shall be limited to an average height of 18".~~

- Signage shall be illuminated individual letters mounted on the buildings opaque background or as approved by Landlord's Architect. The use of a colored or frosted Plexiglas face is required. Colored backer panels are not allowed.

- Each restaurant tenant shall be allowed a "Take Out Entry" sign, which is a maximum of 5 square feet located above the specified door. No allowable area increase will be permitted for this sign.

6. Out Parcel Tenants / Free Standing Buildings
(10,000 square feet and above)

- The maximum average height for letters in the body of the sign shall not exceed 32" in height~~ with~~ Multi-line signs limited to the following: Signs with equal letter sizes shall not exceed 32" for the first line and the second line limited to 75% of the first line; Signs with unequal letter sizes shall have maximum average height of 32" with the second line limited to 75% of the first line.~~be no more than 18" for each line or the first line shall be a maximum of 24" with the second line limited to 60% of the first line.~~

- The sign areas shall not exceed the lesser of five percent (5%) of the area of the storefront or 200 square feet per sign maximum. See allowable increase in section "Sign Types and Parameters".

- All signage must be submitted for approval with Final Development Plan to the City.

- Maximum one (1) wall sign per facade with a maximum of three (3). The third sign shall only be allowed on the facade facing the main shopping. ~~center and shall be limited to an average height of 24".~~

- Signage shall be illuminated individual letters mounted on the buildings opaque background or as approved by Landlord's Architect. The use of a colored or frosted Plexiglas face is required. Colored backer panels are not allowed

- Each restaurant tenant shall be allowed a "Take Out Entry" sign, which is a maximum of 5 square feet located above the specified door. No allowable area increase will be permitted for this sign.

7. **Office Building Signage**

- Any Tenant occupying office space on Floors 2 and 3 of Buildings 10 & it which are above 20,000 square feet shall be allowed sign identification on the building in locations approved by the Landlord's Architect and the City Planning Department. Maximum letter size shall be 36" and shall not exceed the lesser of five (5%) of the area of facade or 200 sq. feet maximum. Maximum number of signs shall be no more than four at any one time. ~~and shall be located above the office entry only~~.

General Sign Parameters

All signs must be made up of individual illuminated letters; conventional box signs will not be approved.

- Lettering on all store signs shall be limited to business or trade name of the premises as it appears on the lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs will be reviewed on an individual basis.~~, but in general logos will not be allowed~~.

- No exterior sign or sign panel will be permitted to extend above any roof line.

- Any sign, notice or other graphic or video display, particularly self-illuminated signs, located within the store and which is easily visible from the shopping center common area are subject to review and approval.

- Manufacturers' labels, underwriters' labels, clips, brackets, or any other form of extraneous advertising attachment or lighting devices shall be fully concealed from public view. Labels installed on sign returns are not permitted, except for those labels required to meet UL standards. UL labels should not be visible from ground level unless approved by City and Landlord due to extenuating circumstances.

- No exposed lamps or tubing will be permitted.

- No exposed raceways, crossovers or conduits will be permitted.

- All signage returns shall either be black in color, match face color of sign or blend with adjacent building color, or any other color as approved by Landlord.

- All cabinets, conductors, transformers and other equipment shall be concealed from public areas, visible fasteners will not be permitted.

- All metal letters shall be fabricated using full-welded construction, with all welds ground smooth so as not to be visible.

- Acrycap or trimcap retainers used at the perimeter of sign letter faces shall match in color and finish the face or the sides of the sign.

- Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from the building face. Angle clips attached to letter sides will not be permitted. All mounting attachments shall be sleeved and painted.

- Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the storefront windows and doors, within 4' of the storefront without prior written approval of the Landlord.

- Any Plexiglas sign faces shall not be dear.

- Sign illumination shall be internal and self contained.

- All electric signs and installation methods must meet UL standards and contain a UL label.

- At no time will hand-lettered, non-professional signs, or newspaper advertisements be displayed on the storefronts or within the Design Control Area.

- Decals or other signing indicating products lines or credit card acceptability shall not be permitted on the storefront glazing other than stores operating hours.

- All illuminated signs must be turned on during the Center's normal operating hours.

The use of time clocks for sign and show window lighting is required.

- Lighting of signs shall be at hours as required by Landlord.
- One 4'x4' temporary construction sign shall be allowed per lot. Coordinate location with Landlord's representative. A building permit is required from the City of Leawood.
- Minimum height of all signage shall not be less than 80% of the maximum allowable letter height without prior written approval.
- All signage is subject to the approval of the Landlord's Architect and the local authorities.
- Tenants are required to provide a concealed access panel from within the Tenant's leasable area, if applicable, to service and install exterior building signage
- Upon removal or modification to signage, it shall be the Tenant's responsibility to repair holes in structure to original, new condition.

Signs not permitted

The following types of signs shall not be permitted:

- Signs such as die cut vinyl, gold or silver leaf, or paint
- Boxed pillow or cabinet type.
- Formed plastic or injection molded plastic signs.
- Banners or pennants.
- Signature signage (window sign or sign plate indicating name of shop or good sold) in addition to primary signage.
- Cloth, paper, cardboard and similar stickers or decals around or on surfaces on the storefront without prior written approval.
- Exposed neon signs or exposed light sources.
- Animated, moving, rotating or flashing.
- Noise making.
- Additional signage of any kind within 4' of storefront windows.
- Awning signage.
- Other signage as indicated in the City of Leawood Zoning Ordinance.

Additional Signage

Service doors to Tenant spaces throughout the project shall be standard 4", identification only (name and address number) and shall be installed by the Tenant. The Tenant shall not apply any signage or other wording to service doors.

- All signage must be shown to scale on the approved storefront elevation.
- All additional signage shall be submitted to the Coordinating Architect for approval.
- Any minor deviations to this criteria will be reviewed on an individual basis and subject to Landlord approval.

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	December 16, 2019
Date of Memo:	November 27, 2019
Re:	Planning Commission Minutes

Due to this item being on the Planning Commission Consent Agenda, there are no Planning Commission minutes available for this case.

Return to Agenda

City of Leawood Governing Body Staff Report

MEETING DATE: **December 16, 2019**
REPORT WRITTEN: **November 27, 2019**

HIGHLANDS CREEK, SEVENTH PLAT - REQUEST FOR APPROVAL OF A REVISED FINAL PLAT - Located south of 146th Street and west of Cedar Street - Case 125-19

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval unanimously (5-0) of Case 125-19, Highlands Creek, Seventh Plat – request for approval of a Revised Final Plat, with the following stipulations:

1. This application is limited to a Revised Final Plat for lots 160 and 161 of the Highlands Creek subdivision to be merged into a single lot on 1.02 acres.
2. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through two.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None

APPLICANT:

- The applicant/engineer is Johnny Ray with Phelps Engineering Inc.
- The property is owned by Michael and Dee Cannon

REQUEST:

- The applicant is requesting approval of a Revised Final Plat to merge lots number 160 and 161 into a singular lot (lot 172).
- Highlands Creek 5th Plat is approved to contain 38 single family lots. There are three other undeveloped lots within the Highlands Creek 5th Plat.

ZONING:

- The property is currently zoned RP-1 (Planned Single Family Residential District (12,000 Sq. Ft. per Dwelling).

COMPREHENSIVE PLAN:

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

SURROUNDING ZONING:

- The two lots within the Highlands Creek 5th Plat, which is proposed to be merged into a single lot, is surrounded in all directions by single family dwelling units within the Highlands Creek subdivision, zoned RP-1.

LOCATION:

BULK REGULATIONS:

- The following table outlines the required and provided regulations for the proposed residential lot:

Criteria	*Required*	*Provided*	*Compliance*
Minimum Lot Area	12,000 Sq. Ft.	44,384 Sq. Ft.	Complies
Corner Lot Side Yard Setback	30'	30'	Complies
Font Setback	35'	35'	Complies
Lot Frontage	100'	303'	Complies
Lot Width	100'		Complies

FINAL PLAT COMMENTS:

- The Highland Creek - Seventh Plat, will merge two lots into a single lot, which will be centrally located within the Highland Creek development.

Lot	*Square Footage*
Lot 160	20,521 Sq. Ft.
Lot 161	23,863 Sq. Ft.
(New) Lot 172	44,384 Sq. Ft.

- The proposed lots meet the required minimum lot size of 12,000 Sq. Ft. per dwelling unit.

Easements

Easements	*Location*
10' Utility Easement	Western common property line, and northern property line
20' Water District NO.1 Easement	Eastern property line
15' Utility Easement	Northeast corner of the property

REQUESTED DEVIATIONS:

- No deviations are requested with this application.

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED FINAL PLAT FOR HIGHLANDS CREEK – SEVENTH PLAT, LOCATED SOUTH OF 146TH STREET AND WEST OF CEDAR STREET. (PC CASE 125-19)

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

WHEREAS, such request for approval was presented to the Planning Commission on November 26, 2019; and

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

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

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

1. This application is limited to a Revised Final Plat for lots 160 and 161 of the Highlands Creek subdivision to be merged into a single lot on 1.02 acres.
2. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through two.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of December, 2019.

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

[SEAL]

_____
Peggy J. Dunn, Mayor

ATTEST:

_____
Kelly L. Varner, City Clerk

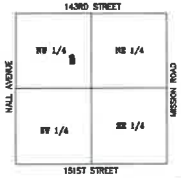
APPROVED AS TO FORM:

_____
Marcia L. Knight, Assistant City Attorney

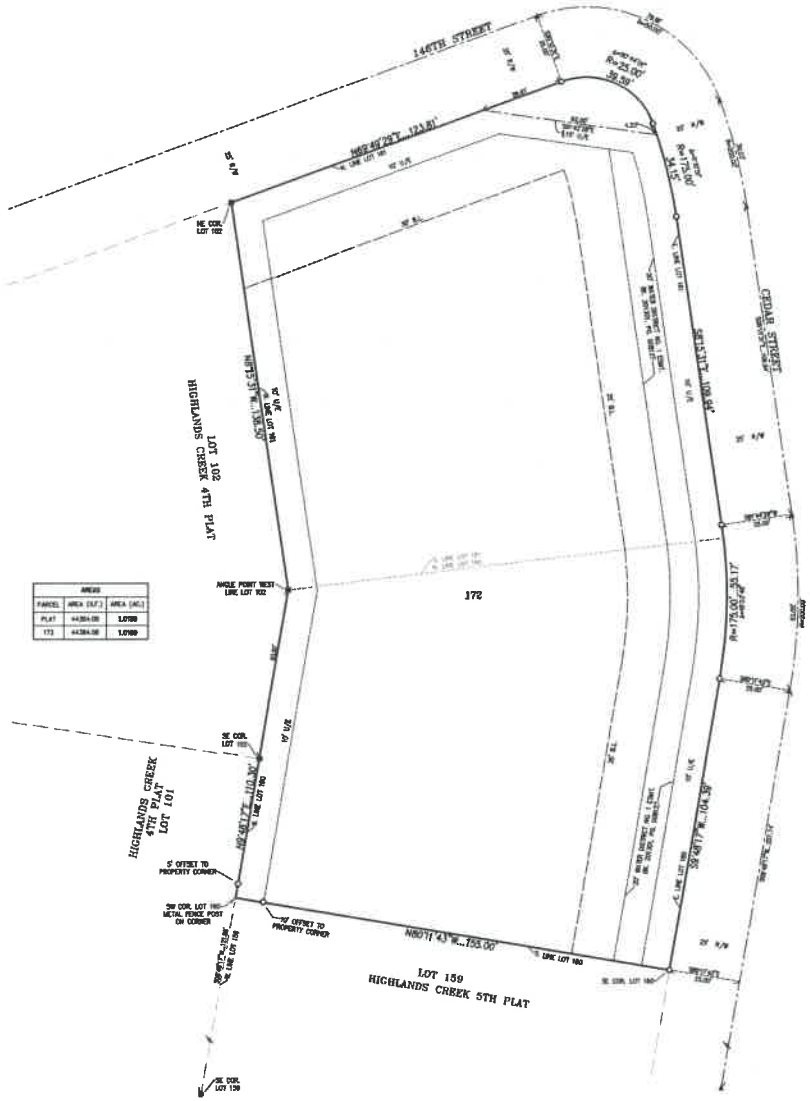
FINAL PLAT OF

HIGHLANDS CREEK 7TH PLAT

RESURVEY AND REPLAT OF LOTS 160 AND 161, HIGHLANDS CREEK 5TH PLAT, A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 25 EAST, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS



LOCATION MAP
SECTION 4-14-25



AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
PLAT	44,384.00	1.0189
172	44,384.00	1.0189

LEGEND

- ○ DENOTES SET 1/2"X24" REBAR W/PHELPS CORP. CLS-82 PLASTIC CAP
- ● DENOTES FOUND 1/2" REBAR W/1278 PLASTIC CAP
- ▲ DENOTES FOUND 1/2" REBAR, NO CAP
- ■ DENOTES 1/2" REBAR W/PLASTIC CAP CONSTRUCTION ENGINEERING SERVICES, INC.
- U/E DENOTES UTILITY EASEMENT
- B.L. DENOTES BUILDING LINE

FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LEAWOOD, COMMUNITY NO. 300067, JOHNSON COUNTY, KANSAS, PANEL NO. 20091C0093G, AND DATED AUGUST 3, 2009.

LEGAL DESCRIPTION

Resurvey and Replat of Lots 160 and 161, HIGHLANDS CREEK 7TH PLAT, a platted subdivision of land in the City of Leawood, Johnson County, Kansas, containing 1.0189 acres, more or less, of replatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "HIGHLANDS CREEK 7TH PLAT".

DEDICATION

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on the plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land as dedicated, any any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby assumes and agrees to indemnify the City of Leawood, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or licenses to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sanitary sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Leawood, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Leawood, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public way or thoroughfare.

RESTRICTIONS

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the Declaration of Restrictions for Highlands Creek, which has been or will be executed as a separate instrument and recorded in the Office of the Register of Deeds of Johnson County, Kansas, and which shall hereby become a part of the dedication of this plat as though fully set forth herein.

EXECUTION

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

By: _____ Michael Cannon

By: _____ Dee Cannon

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Michael Cannon and Dee Cannon, and who are personally known to me to be the same persons who executed the within instrument, and each persons duly acknowledges the execution of the same to be the act and deed.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

Approved by the Planning Commission of the City of Leawood, Johnson County, Kansas, this _____ day of _____, 20_____.

_____
Mark E. Elkins, Chairman

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

_____ Attest: _____
Peggy Dunn, Mayor — Debra Harper, City Clerk

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN OCTOBER 2019, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

BY: _____

THOMAS DWAYNE PHELPS LICENSED LS-1278 KANSAS LAND SURVEYOR

CERTIFICATE OF AUTHORIZATION
CNS-82 EXPIRES 1-31-22
LS-1278 - 1-31

CERTIFICATE OF AUTHORIZATION
CNS-82 EXPIRES 12-31-2019
LS-1278 EXPIRES 12-31-2019

PHELPS ENGINEERING, INC
1200 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1156

PEI #190781 - 11-4-19 Error Closure: 0.000287 Ratio: -0.000327W Lat: 0.000219N Perimeter: 870.05' Precision: 1:1494364

MEMO

To:	Mayor Peggy Dunn and City Council
From:	Mark A. Klein, Planning Official
cc:	Scott Lambers, City Administrator Richard Coleman, Director of Community Development
Date of Meeting:	December 16, 2019
Date of Memo:	November 27, 2019
Re:	Planning Commission Minutes

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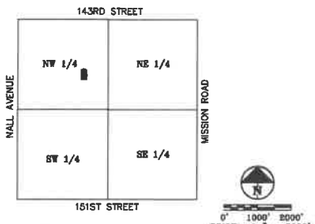
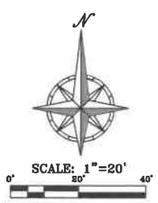


LOCATION MAP
SECTION 4-14-25



BEARING BASIS: RECORDED PLAT OF "HIGHLANDS CREEK 5TH PLAT"

LEGEND

- ○ DENOTES SET 1/2"x24" REBAR W/PHELPS CORP. CLS-82 PLASTIC CAP
- ● DENOTES FOUND 1/2" REBAR W/1376 PLASTIC CAP
- ▲ DENOTES FOUND 1/2" REBAR, NO CAP
- ■ DENOTES 1/2" REBAR W/PLASTIC CAP CONSTRUCTION ENGINEERING SERVICES, INC.
- U/E DENOTES UTILITY EASEMENT
- B.L. DENOTES BUILDING LINE

AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
PLAT	44384.08	1.0189
172	44384.08	1.0189

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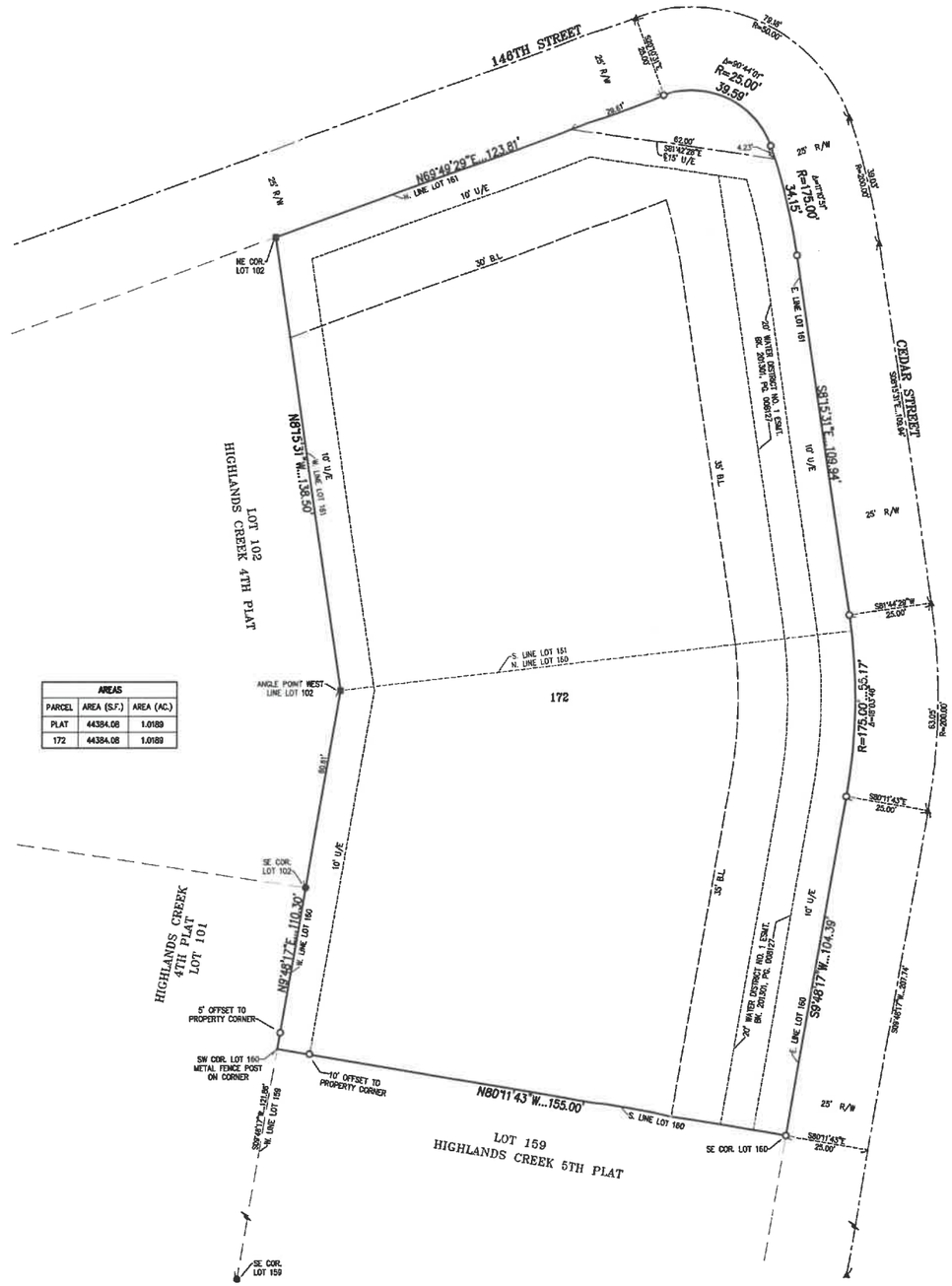

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An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sanitary sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Leawood, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Leawood, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public way or thoroughfare.

RESTRICTIONS

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the Declaration of Restrictions for Highlands Creek, which has been or will be executed as a separate instruments and recorded in the Office of the Register of Deeds of Johnson County, Kansas, and which shall hereby become a part of the dedication of this plat as though fully set forth herein.

EXECUTION

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

By: _____ By: _____
Michael Cannon Dee Cannon

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of _____ , 20_____ , before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Michael Cannon and Dee Cannon, and who are personally known to me to be the same persons who executed the within instrument, and such persons duly acknowledges the execution of the same to be the act and deed.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

Approved by the Planning Commission of the City of Leawood, Johnson County, Kansas, this _____ day of _____ , 20_____ .

_____
Marc E. Elkins, Chairman

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

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

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN OCTOBER 2019, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

THOMAS DWAYNE PHELPS LICENSED LS-1975 KANSAS LAND SURVEYOR

BY: _____
THOMAS D. PHELPS, KS. LS-1975

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING – LS-82
ENGINEERING – E-361

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING–2007001128
ENGINEERING–2007001028

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

Error Closure: 0.000587' North: -0.0005370' East: 0.0002199' Perimeter: 870.85' Precision 1:1484064

Return to Agenda

7.0.

LEAWOOD POLICE
Integrity • Teamwork • Service • Fairness • Dedication

Nov. 2019 Monthly Report

AREA OF CITY	CALLS	CODE 1	NON-EMERGENCY
North Zone	691	3:58	6:23
Center Zone	619	2:36	5:12
South Zone	591	3:59	6:08

CALLS FOR SERVICE	
Traffic Stops	819
Traffic Complaint Areas investigated	35
Medical Calls	126
Alarms	114
Arrests	82
Accidents (Injury)	70 (9)
Open Doors	49
Suspicious Activity calls	44
Check the Welfare	20
9-1-1 Calls Received	836 (27.86 calls per day)
Administrative Calls Received	2,876

MONTHLY HIGHLIGHTS

Jason Ahring, left with Chief Rettig, was chosen as the 2019 Officer of the Year and Regina Shaw-Ellis, right, was chosen as the 2019 Civilian of the Year. Both were recognized not only for the great work they do in their primary jobs, but also the extra responsibilities they have taken on.

Frequent crash locations

INTERSECTION	NOV	2019
I-435 & State Line Road	7	77
Town Center Dr. & Roe Avenue	0	12
103rd and State Line Road	2	12
135th St. & State Line Road	2	12
College Blvd. & State Line Road	0	11
112th & Nall Avenue	0	10
135th Street & Mission Road	1	9
135th St. & Kenneth Road	3	9

CRIME REPORT	This month*	Last month	A year ago
Burglaries	10	8	10
Thefts from vehicles	5	4	24
Drug possession violations	7	14	7
Stolen autos	7	2	3
Agg. assault/batteries	2	6	1
Crim. Damage to Property/Vandalism	14	1	4
DUI	10	17	7
Shoplifting	8	6	9
Mental Health related calls	25	44	24

ENFORCEMENT REPORT					
	July 2019	August 2019	Sept. 2019	Oct. 2019	Nov. 2019
Arrests	87	95	77	88	82
Citations	884	960	712	636	643
Warnings	701	745	605	548	461
Crashes	76	62	45	77	70

Return to Agenda

LEAWOOD FIRE DEPARTMENT

7.P.

November 2019 Report

Monthly Calls for Service	
Fire Responses	12
EMS Responses	162
HazMat Responses	14
Tech Rescue Responses	0
Other Calls for Service	74
Total Calls This Month	262
YTD Total Calls	3,099

Monthly Activity Hours

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

Staff Activity Hours: 913

Monthly Training Hours

Training Hours: 1,116

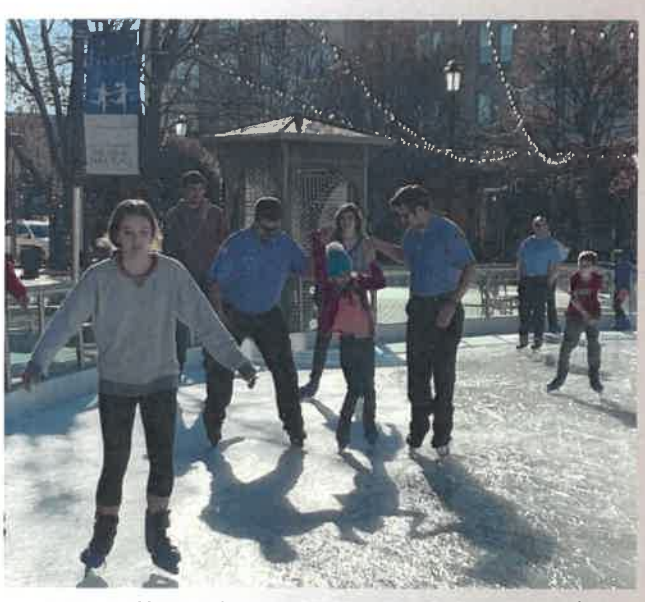
Monthly Highlights

- 9 Infant or Child Car Seat Installations
- 27 Public Relations / Public Education Events
- 14 CPR / First Aid students taught
- 2 Residential Smoke Detector Assists (checks, batteries, installations)
- 2 HOA meetings hosted
- Assisted Lawrence FD with Division Chief promotional process interviews
- County-wide EMS cooperative training
- Assisted with Career Expo for metro middle & high school students at Bartle Hall on Nov. 7

Skate with a Firefighter

On November 24th, members of the Leawood Fire Department partnered up with *The Ice at Park Place* to host a charitable skating event. Anybody who skated that afternoon was on the ice with Leawood firefighters. Additional firefighters were on scene with a truck for tours and public interaction off the ice. For that afternoon, $1 of every ticket sold went towards the charity, *Answering The Call*, a non-profit organization providing support to first responders in times of need. This even specifically benefited the family of Lenexa Fire Lieutenant Michael Wells who recently passed away from cancer, leaving behind his wife and three young children.

Of particular interest was this event was entirely organized by front-line firefighters and spearheaded by Master Firefighter III Andy Harper. Many of the skating firefighters play recreational hockey together in their off-duty time. Several hundred people were in attendance and had a great time. Unseasonably warm temperatures that day made for slushy ice but an otherwise beautiful sunny afternoon at Park Place.



FF's Jeff Vaughn, Andy Harper, & Jason Webb skating with the public at *The Ice at Park Place*

Fire Department Incident Response Details

Monthly Fire Loss & Value Saved in Leawood

Number of incidents with fire related loss in Leawood for the month: 0

Pre-Incident Estimated Value:	$N/A
Content Value Loss Estimate:	$N/A
Property Value Loss Estimate:	$N/A
Total Fire Value Loss Estimate:	**$N/A**
Total Value Saved Estimate:	**$N/A**

Incident Response Times

Emergency service performance standards are measured by 90-percentile performance to demonstrate credibility and reliability in service delivery. Percentile metrics demonstrate a better representation of response times than averages. Instead of displaying what the Department does half of the time, the Department observes what it does the majority of the time. Travel and total response times only include emergency responses within the City of Leawood and are included for both the first unit on scene as well as the Effective Response Force (ERF) which include all the units necessary to handle that risk type of emergency incident.

Summary of Monthly LFD Baseline Performance at the 90th Percentile

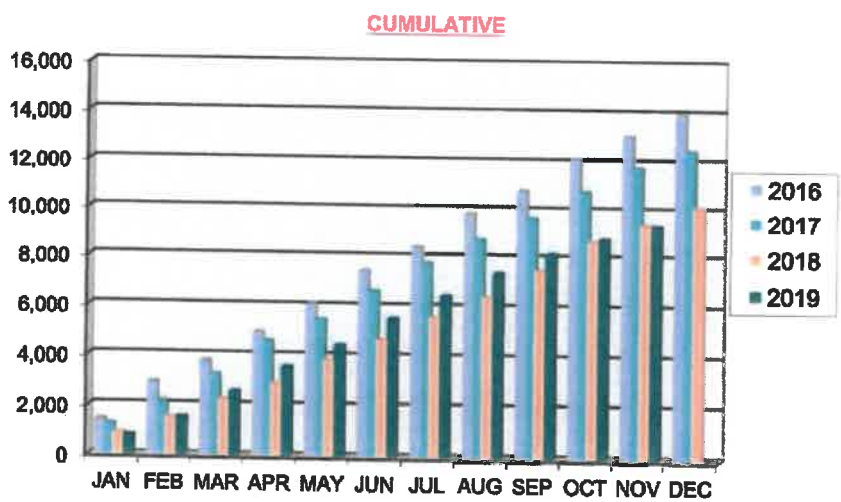
LFD - Baseline Performance 90th Percentile		All Calls	Fire	EMS	Tech Rescue	HazMat
Total Number of Incidents by Type		262	12	162	0	14
Alarm Handling	Call Pick-Up to Dispatch	1:51	2:05	1:32	N/A	1:06
Turnout Time	Dispatch to 1st Unit Enroute	1:18	1:36	1:07	N/A	2:23
Travel Time 1st Unit	Enroute to Arrival Time 1st Unit on Scene Emergency Responses Only	5:26	4:17	5:26	N/A	N/A
Total Response Time - 1st Unit	Enroute to Arrival 1st Unit on Scene Emergency Responses Only	7:11	6:25	7:00	N/A	N/A
Travel Time ERF	Enroute to Arrival Time Effective Response Force Emergency Responses Only	9:50	4:17	9:50	N/A	N/A
Total Response Time - ERF	Enroute to Arrival Effective Response Force Emergency Responses Only	11:42	6:25	11:33	N/A	N/A

Return to Agenda

LEAWOOD MUNICIPAL COURT
CASELOAD

7.Q.

	CUMULATIVE				MONTHLY			
	2016	2017	2018	2019	2016	2017	2018	2019
JAN	1,430	1,246	890	820	1,430	1,246	890	820
FEB	2,959	2,201	1,537	1,559	1,529	955	647	739
MAR	3,813	3,253	2,280	2,595	854	1052	743	1,036
APR	4,964	4,615	2,907	3,597	1,151	912	627	1,002
MAY	6,111	5,483	3,900	4,481	1,147	1,318	993	884
JUN	7,449	6,652	4,713	5,542	1,338	1,169	813	1,061
JUL	8,446	7,783	5,607	6,496	997	1,131	894	954
AUG	9,845	8,778	6,470	7,419	1,399	995	863	923
SEP	10,821	9,677	7,527	8,194	976	899	1,057	775
OCT	12,167	10,792	8,728	8,827	1,346	1,115	1,201	633
NOV	13,094	11,812	9,420	9,374	927	1,020	692	547
DEC	14,009	12,523	10,161		915	711	741	
					14,009	12,523	10,161	9,374

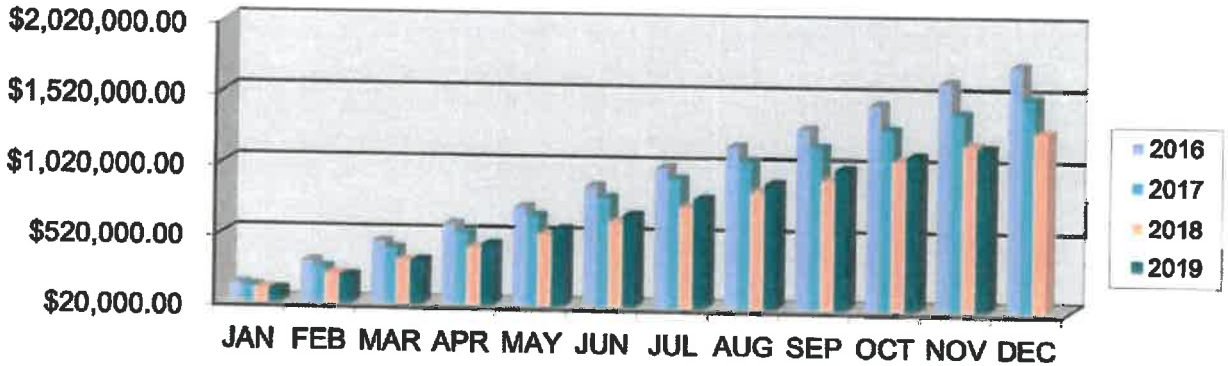


LEAWOOD MUNICIPAL COURT
RECEIPTS PROCESSED

CUMULATIVE

	2016	2017	2018	2019
JAN	$ 152,402.00	$ 135,897.50	$ 124,209.00	$ 112,615.50
FEB	$ 319,887.25	$ 271,140.75	$ 226,773.06	$ 214,571.00
MAR	$ 469,496.20	$ 417,435.75	$ 328,422.81	$ 327,949.25
APR	$ 602,688.20	$ 539,966.25	$ 430,749.06	$ 457,627.75
MAY	$ 727,709.75	$ 667,316.25	$ 532,916.01	$ 574,924.00
JUN	$ 881,876.05	$ 803,020.75	$ 632,601.01	$ 678,414.00
JUL	$ 1,016,515.55	$ 937,496.25	$ 740,497.51	$ 800,316.75
AUG	$ 1,172,883.80	$ 1,065,718.25	$ 853,735.81	$ 911,773.00
SEP	$ 1,298,998.30	$ 1,171,682.50	$ 939,594.81	$ 1,015,789.50
OCT	$ 1,473,387.55	$ 1,293,663.50	$ 1,078,242.81	$ 1,110,817.50
NOV	$ 1,630,461.55	$ 1,413,905.25	$ 1,193,133.81	$ 1,169,617.50
DEC	$ 1,744,850.80	$ 1,518,103.44	$ 1,281,212.81	

MONTHLY

	2016	2017	2018	2019
JAN	$ 152,402.00	$ 135,897.50	$ 124,209.00	$ 112,615.50
FEB	$ 167,485.25	$ 135,243.25	$ 102,564.06	$ 101,955.50
MAR	$ 149,608.95	$ 146,295.00	$ 101,649.75	$ 113,378.25
APR	$ 133,192.00	$ 122,530.50	$ 102,326.25	$ 129,678.50
MAY	$ 125,021.55	$ 127,350.00	$ 102,166.95	$ 117,296.25
JUN	$ 154,166.30	$ 135,704.50	$ 99,685.00	$ 103,490.00
JUL	$ 134,639.50	$ 134,475.50	$ 107,896.50	$ 121,902.75
AUG	$ 156,368.25	$ 128,222.00	$ 113,238.30	$ 111,456.25
SEP	$ 126,114.50	$ 105,964.25	$ 85,859.00	$ 104,016.50
OCT	$ 174,389.25	$ 121,981.00	$ 138,648.00	$ 95,028.00
NOV	$ 157,074.00	$ 120,241.75	$ 114,891.00	$ 58,800.00
DEC	$ 114,389.25	$ 104,198.19	$ 88,079.00	
	$ 1,744,850.80	$ 1,518,103.44	$ 1,281,212.81	$ 1,169,617.50
	$ 1,500,000.00	$ 1,500,000.00	1,500,000.00	1,500,000.00

CUMULATIVE