AGENDA

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. The public comments shall be limited to a total of 30 minutes.

4. PROCLAMATIONS

5. PRESENTATIONS/RECOGNITIONS
   Chief Dave Williams, Fire Chief, retiring after 7 years of service.

   2020 Kansas Arbor Day poster contest participants: Heba Boullaouz, Phoebe Zmijewski, Ella Gray, Jasper Kim, Stella Shumate and Will McMonagle

6. SPECIAL BUSINESS
   A. Approve the City Administrator’s recommendation of appointment of Colin Fitzgerald as Interim Fire Chief effective March 6, 2020.

   B. Ordinance amending Chapter 5, Article 5 of the Code of the City of Leawood, 2000, pertaining to Massage Establishments and Massage Therapists and repealing existing Article 5 of Chapter 5, and other sections in conflict herewith Continued from February 3, 2020, Governing Body meeting. [ROLL CALL VOTE]
7. CONSENT AGENDA
Consent agenda items have been studied by the Governing Body and determined to be routine enough to be acted upon in a single motion. If a Councilmember requests a separate discussion on an item, it can be removed from the consent agenda for further consideration.
A. Accept Appropriation Ordinance Nos. 2019-55, 2020-5, 2020-6, 2020-7 and 2020-8
B. Accept minutes of the February 3, 2020 Governing Body meeting
C. Accept minutes of the November 15, 2019 Sustainability Advisory Board meeting
D. Accept minutes of the January 10, 2020 Sustainability Advisory Board meeting
E. Accept minutes of the October 2, 2019 Bike/Walk Leawood Committee meeting
F. Accept minutes of the February 3, 2020 I-Lan Sister City Committee meeting
G. Approve 2020 Governing Body Goals & Objectives
H. Approve renewal of Cereal Malt Beverage [CMB] License for Blade & Timber, located at 5203 W. 117th Street (CC)
I. Approve renewal of Cereal Malt Beverage [CMB] License for CVS/Pharmacy #8237, located at 5001 W. 135th Street (CC)
J. Approve renewal of Cereal Malt Beverage [CMB] License for CVS/Pharmacy #8588, located at 11729 Roe Avenue (CC)
K. Resolution calling for the Pre-Budget Public Hearing to be heard Monday, April 6, 2020, at 7:30 P.M., or as soon thereafter as may be heard on the 2021 Fiscal Budget for the City of Leawood, Kansas (F)
L. Resolution approving a Final Landscape Plan for Leawood Estates – Lot 9 & Partial Lot 8 – Residential Emergency Generator, located north of 95th Street and east of High Drive (PC Case 02-20) (P)
M. Resolution approving a Revised Final Plat for Hallbrook East Village, Second Plat, located south of 112th Street and west of State Line Road (PC Case 03-20) (P)
N. Resolution approving a Revised Final Plat for Stone Ledge Subdivision, Second Plat, located south of 154th Street and east of Nall Avenue (PC Case 05-20) (P)
O. Resolution approving a Final Plan for Park Place pertaining to changes to the façade of a tenant space - Engel & Volkers, located north of 117th Street and east of Nall Avenue (PC Case 07-20) (P)
P. Resolution approving and authorizing the Mayor to execute an Agreement between the City and Heartland Customer Solutions, LLC for the installation of fiber optic cable in the right of way near 14206 Overbrook Road in Leawood, Kansas (PW)
Q. Resolution accepting Kansas Special Warranty Deed from Leawood Country Club Partners, LLC, pertaining to Dedication of Property for Park Purposes located near the Estates of Old Leawood [Village of Leawood] (PW)
R. Resolution approving and authorizing the Mayor to execute a Limited Maintenance Agreement between the City and the Village of Leawood Homes Association pertaining to maintenance of certain improvements located in the dedicated park area (PW)
S. Resolution declaring it necessary to appropriate private property for the use of the City of Leawood for the Leawood South Stormwater Project, located in Leawood, Johnson County, Kansas, in accordance with K.S.A. § 26-201 [SMAC #TM-04-008 Project #80256] (PW)
T. Resolution accepting a Temporary Construction Easement from Grantors John D. Wininger and Kathy F. Wininger as Co-Trustees of the John D. Wininger Trust and Kathy F. Wininger and John D. Wininger as Co-Trustees of the Kathy F. Wininger Trust, for property located at 12617 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)
U. Resolution accepting a Temporary Construction Easement from Grantors Robert O. Schock and Carla J. Schock, for property located at 12703 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

V. Resolution accepting a Permanent Drainage Easement from Grantors Robert O. Schock and Carla J. Schock, for property located at 12703 Wenonga Lane, pertaining to the Leawood South Stormwater Improvements Project [Project #80256] (PW)

W. Resolution accepting a Permanent Drainage Easement from Grantors Ryan J. Gildea and Courtney C. Gildea, for property located at 12704 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

X. Resolution accepting a Temporary Construction Easement from Grantors Ryan J. Gildea and Courtney C. Gildea, for property located at 12704 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

Y. Resolution accepting a Permanent Drainage Easement from Grantors Mark H. Holland and Merry Grace Holland as Trustees of The Holland Trust, for property located at 12714 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

Z. Resolution accepting a Temporary Construction Easement from Grantors Mark H. Holland and Merry Grace Holland as Trustees of The Holland Trust, for property located at 12714 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

AA. Resolution accepting a Temporary Construction Easement from Grantors Harold T. Gauert and Nancy J. Gauert, Co-Trustees of the Gauert Family Trust, for property located at 12600 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

BB. Resolution accepting a Temporary Construction Easement from Grantor Randy L. Brooks, Trustee of the Randy L. Brooks Trust, for property located at 12719 Sagamore Road, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

CC. Resolution accepting a Temporary Construction Easement from Grantors Patrick Clay Murray and Lindsey Rae Murray, for property located at 12721 Sagamore Road, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

DD. Resolution accepting a Permanent Drainage Easement from Grantor Marie B. Rakiec, for property located at 12725 Sagamore Road, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

EE. Resolution accepting a Temporary Construction Easement from Grantors James Winfield Hansen and Amy M. Hansen, for property located at 12613 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

FF. Resolution accepting a Permanent Drainage Easement from Grantors James Winfield Hansen and Amy M. Hansen, for property located at 12613 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

GG. Resolution accepting a Permanent Drainage Easement from Grantors Paul A. Orrick and Anne M. Orrick, Co-Trustees of Orrick Living Trust, for property located at 12703 Cherokee Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

HH. Resolution accepting a Temporary Construction Easement from Grantors Paul A. Orrick and Anne M. Orrick, Co-Trustees of Orrick Living Trust, for property located at 12703 Cherokee Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)
II. Resolution accepting a Temporary Construction Easement from Grantors Kristen Baehr and Justin Baehr, for property located at 12706 Cherokee Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

JJ. Resolution accepting a Temporary Construction Easement from Grantors Mary C. Nagy, Trustee of Mary C. Nagy Trust and Richard J. Mundis Trustee of Richard J. Mundis Trust, for property located at 12615 Wenonga Lane, pertaining to the Leawood South Stormwater Project [Project #80256] (PW)

KK. Resolution approving and authorizing the Mayor to execute Amendment No. 5 to the Engineering Services Agreement between the City and McClure Engineering Company, F/K/A Shafer, Kline & Warren, Inc., dated April 3, 2017, as amended on May 7, 2018, July 1, 2019, August 12, 2019, and September 16, 2019 in the amount of $10,689.35, pertaining to the Leawood South Stormwater Project [SMAC# TM-04-008 Project #80256] (PW)

LL. Resolution accepting new GASB-34 Public Infrastructure in accordance with GASB-34 Guidelines of Reporting Inventory of Assets for property located on Mohawk Road, Pawnee Lane, and Cherokee Lane, south of 89th Street to 91st Street and east of Mission Road, and along 91st Street between Mohawk Road and Pawnee Lane in the Leawood Subdivision pertaining to the 2019 Residential Reconstruction Project, Phase 1 [Project #80219] (PW)

MM. Resolution accepting new GASB-34 Public Infrastructure in accordance with GASB-34 Guidelines of Reporting Inventory of Assets for property located on portions of 126th Terrace and Delmar Streets in the Patrician Woods Subdivision pertaining to the 2019 Patrician Woods Stormwater Improvement Project [Project #77018] (PW)

NN. Resolution approving and authorizing the Mayor to execute a contract change order in the amount of $37,589.00 between the City and Dondlinger and Sons Construction Company for the Roe Avenue Wall Replacement Project [Project #72088] (PW)

OO. Request to approve 6th and Final Pay Request to Wiedenmann Inc., for work performed on the Patrician Woods Stormwater Project, in the amount of $13,376.76 [Project #77018] (PW)

PP. Approve payment in the amount of $15,635.52 to Hexagon Safety & Infrastructure for 2020 annual maintenance, pertaining to computer aided dispatch software and accompanying software products used in patrol cars (LPD)

QQ. Police Department Monthly Report
RR. Fire Department Monthly Report
SS. Municipal Court Monthly Report

8. MAYOR’S REPORT

9. COUNCILMEMBERS’ REPORT

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT
COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

[From the January 28, 2020 Planning Commission]

A. Ordinance amending Sections 16-4-6.9, 16-4-6.10, 16-4-6.13, and 16-4-6.14 of the Leawood Development Ordinance pertaining to signs allowed in SD-CR, SD-NCR, and MXD Districts, and repealing existing Sections 16-4-6.9, 16-4-6.10, 16-4-6.13, and 16-4-6.14 and other sections in conflict herewith (PC Case 112-19) [ROLL CALL VOTE]

B. Ordinance approving the 2019 Update to the Comprehensive Plan of the City of Leawood, Johnson County, Kansas (PC Case 06-20) [ROLL CALL VOTE]

C. Resolution approving the Planning Commission’s recommendation to deny a request for a Revised Preliminary Plan for 135th Street and Kenneth Road– Mixed Use and Medium Density Residential, located south of 135th Street and west of Kenneth Road (PC Case 04-20) - CONTINUED TO THE APRIL 6, 2020 GOVERNING BODY MEETING [ROLL CALL VOTE]

[From the October 22, 2019 Planning Commission meeting]

D. 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] [Continued from December 2, 2019 and January 21, 2020 Governing Body Meetings]

Staff requests that the Governing Body continue this case to March 16, 2020.

13. OLD BUSINESS

14. OTHER BUSINESS

15. NEW BUSINESS

A. Ordinance Granting Evergy Company, its Grantees, Successors and Assigns, a Franchise, Prescribing the Terms Thereof and Relating Thereto and Repealing Ordinance No. 1947c [ROLL CALL VOTE]

B. Ordinance delaying collection of the Ranch Mart North Community Improvement District Sales Tax from July 1, 2020, and providing for the collection of that Community Improvement District Sales Tax effective October 1, 2021 (Ranch Mart North CID) [ROLL CALL VOTE]

C. Ordinance amending Chapter 14, Article 5 of the Code of the City of Leawood, 2000, by adding a new Sections 14-501a entitled “Towing of Vehicles from Private Property [non-city initiated]” and repealing provisions in conflict herewith [ROLL CALL VOTE]
D. Ordinance amending Chapter 1, Article 8 of the Code of the City of Leawood, 2000, by adding new Sections 1-863 through 1-866, establishing a new Leawood Ranch Mart North Community Improvement District Special Revenue Fund and repealing Ordinance No. 2976 [ROLL CALL VOTE]

E. Schedule Governing Body meeting on March 16, 2020 at 7:00 P.M.

ADJOURN

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

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

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<th>DATE</th>
<th>TIME</th>
<th>SUBJECT</th>
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<tbody>
<tr>
<td>April 6</td>
<td>6:00 PM</td>
<td>2021-2025 C.I.P. Presentation</td>
<td>Main Conf. Room</td>
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<td></td>
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<td>Budget Model Assumptions</td>
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<td>June 8</td>
<td>6:00 PM</td>
<td>Budget &amp; Finance Committee</td>
<td>Main Conf. Room</td>
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<td>June 9</td>
<td>Tentative</td>
<td>Budget &amp; Finance Committee</td>
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We All Need Kansas Trees for Resilient Ecosystems!
2020 Kansas Arbor Day Poster Contest

Heba Boullaouz
First Place - City of Leawood
Brookwood Elementary School

Through artistic and creative expression, Heba has successfully communicated the message that We All Need Kansas Trees for Resilient Ecosystems!

Peggy Dunn
Mayor

Lisa Harrison
Chair, Leawood Tree Committee
We All Need Kansas Trees for Resilient Ecosystems!
2020 Kansas Arbor Day Poster Contest

Phoebe Zmijewski
First Place - Leawood Elementary School

Through artistic and creative expression, Phoebe has successfully communicated the message that We All Need Kansas Trees for Resilient Ecosystems!

Peggy Dunn
Mayor

Lisa Harrison
Chair, Leawood Tree Committee
We All Need Kansas Trees for Resilient Ecosystems!
2020 Kansas Arbor Day Poster Contest

Ella Gray
Honorable Mention
Brookwood Elementary School

Through artistic and creative expression, Ella has successfully communicated the message that *We All Need Kansas Trees for Resilient Ecosystems!*

__________________________  ____________________________
Peggy Dunn               Lisa Harrison
Mayor                   Chair, Leawood Tree Committee
We All Need Kansas Trees for Resilient Ecosystems!
2020 Kansas Arbor Day Poster Contest

Jasper Kim
Honorable Mention
Leawood Elementary School

Through artistic and creative expression, Jasper has successfully communicated the message that We All Need Kansas Trees for Resilient Ecosystems!

Peggy Dunn
Mayor

Lisa Harrison
Chair, Leawood Tree Committee
We All Need Kansas Trees for Resilient Ecosystems!
2020 Kansas Arbor Day Poster Contest

Stella Shumate
Honorable Mention
Brookwood Elementary School

Through artistic and creative expression, Stella has successfully communicated the message that We All Need Kansas Trees for Resilient Ecosystems!

Peggy Dunn
Mayor

Lisa Harrison
Chair, Leawood Tree Committee
We All Need Kansas Trees for Resilient Ecosystems!
2020 Kansas Arbor Day Poster Contest

Will McMonagle
Honorable Mention
Leawood Elementary School

Through artistic and creative expression, Will has successfully communicated the message that We All Need Kansas Trees for Resilient Ecosystems!

Peggy J. Dunn
Mayor

Lisa Harrison
Chair, Leawood Tree Committee
Memo

To: Mayor Dunn and City Council Members
From: Patty Bennett, City Attorney & Ashlee Tomasic, Assistant City Attorney
Cc: Scott Lambers, Richard Coleman, Chief Troy Rettig
Date: March 2, 2020
Re: Massage Code Revisions

Over the last few months, City Staff has completed a comprehensive overhaul of the City's Massage Code contained in the City Code. The original Massage Therapy Article was adopted in 2000, and there have been few changes since then. The Legal Department worked with Community Development and the Police Department to update the City's provisions to provide more clarity for enforcement and to bring more of the Leawood provisions in line with neighboring cities.

As part of the review process, each section was reviewed and updated to make it easier to read and understand. The attached redlined document shows all of the proposed changes. A few of the more substantial changes include:

- Student Massage Therapy
  - The Massage Code previously mentioned a Student Permit, but did not provide a process for obtaining or regulating such a permit. Under the proposed revisions, a student enrolled in and attending classes can conduct massage therapy as a practicum component under the direct supervision of their instructor.

- Massage Therapist and Establishment Licensing
  - Under the proposed revisions:
    - The City Clerk will issue Massage Therapist licenses and Massage Establishment licenses, with the aid and input of the Chief of Police and Community Development Director or their designees.
    - Massage Therapists are required to notify the City of any change in employment within 10 days.
    - Revocation or suspension of a license will be by the City Clerk, with the opportunity for review by the City Administrator or their designee.
- A license can be denied if the applicant has had a prior massage therapy offense within the last 10 years.

- The City can deny a Massage Establishment license if there are facts present that there is a familial, personal, or professional relationship between any applicant or Establishment Representative and an individual that has been previously denied a license or had a license revoked, suspended, non-renewed, or voluntarily surrendered in lieu of suspension or revocation which reasonably indicate that the operations would be influenced by that individual.

- Upon denial of a license, the therapist or establishment applicant can seek review by the City Administrator, or their designee. Any applicant that has been denied a license is prohibited from reapplying for 1 year, unless waived after a showing of good cause.

- **Massage Therapist: Educational Requirements**
  - The purpose of the changes to this section were to streamline the requirements and allow massage programs to tailor the specific hours required for each subject as appropriate. The changes to this section mirror the educational requirements in Lenexa.
  - The revisions proposed will require the applicant to have completed 500 hours at an Approved School or to have passed the Board Certification exam administered by the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB). The requirement for 500 hours has not changed, however, unlike the current Code provisions, the City will not require a certain schedule and division of how those hours are spent. The NCBTMB exam also requires that the therapist graduate from an assigned school prior to taking the exam.
  - Currently licensed massage therapists who have been licensed with the City for less than 5 consecutive years will have 36 months to meet the new education requirements, so long as they are currently practicing, meet all other requirements, and are actively enrolled in and attending classes to meet the 500 hour requirement or have signed up to take the NCBTMB exam. Currently licensed massage therapists who have been licensed for at least 5 consecutive years will be able to continue renewing their license without satisfying the minimum educational requirements so long as there are no lapses in licensing and they continue to satisfy all other requirements.

City Staff also received feedback from local Massage Establishment owners. A couple of the suggestions that were able to be implemented include: defining the term of suspension of a Massage Therapist or Massage Establishment license and removing the requirement of storage cabinets within the therapy rooms. Their feedback was an important part of the process and we appreciate the time they took to review the proposed changes.

We recommend that the Governing Body adopt the proposed changes to the Massage Therapy Ordinances.

Please feel free to contact me with any questions at 913-663-9182 or atomasic@leawood.org.
CHAPTER V. BUSINESS LICENSES AND REGULATIONS

ARTICLE 5. MASSAGE

SECTIONS
5-501 DEFINITIONS
5-502 MASSAGE LICENSES IN GENERAL, LICENSE REQUIRED
5-503 MASSAGE LICENSES IN GENERAL, MULTIPLE LICENSES
5-504 MASSAGE LICENSES IN GENERAL, LICENSE AND PERMIT FEES
5-505 MASSAGE LICENSES IN GENERAL, TRANSFER OF LICENSES AND PERMITS
5-506 MASSAGE LICENSES IN GENERAL, ADVERTISING
5-507 MASSAGE LICENSES IN GENERAL, OTHER PROVISIONS (Repealed)
5-508 RESERVED STUDENT MASSAGE THERAPY
5-509 RESERVED
5-510 MASSAGE THERAPY, LICENSE
5-511 MASSAGE THERAPY, OUT CALLS
5-512 MASSAGE THERAPY, CLASSIFICATION, EDUCATIONAL REQUIREMENTS
5-513 MASSAGE THERAPY, IDENTIFICATION CARDS
5-514 MASSAGE THERAPY, PATRON REGISTERS
5-515 MASSAGE THERAPY, APPLICABILITY OF EXISTING MASSAGE PROVIDERS
5-516 MASSAGE THERAPY, REVOCATION OR SUSPENSION OF LICENSE OR PERMIT
5-517 RESERVED, MASSAGE THERAPY, CHANGE OF EMPLOYMENT
5-518 RESERVED
5-519 RESERVED
5-520 MASSAGE ESTABLISHMENT, LICENSE
5-521 MASSAGE ESTABLISHMENT, DISPLAY OF LICENSES
5-522 MASSAGE ESTABLISHMENT, INSPECTION
5-523 MASSAGE ESTABLISHMENT, FACILITIES
5-524 MASSAGE ESTABLISHMENT, OPERATION REGULATIONS
5-525 MASSAGE ESTABLISHMENT, EMPLOYEE AND PATRON REGISTERS
5-526 MASSAGE ESTABLISHMENT, RESTRICTIONS ON PLACE OF BUSINESS (Repealed)
5-527 MASSAGE ESTABLISHMENT, REVOCATION OR SUSPENSION OF LICENSE
5-528 PENALTY

5-501. DEFINITIONS.
(a) "Applicant," a person who has applied to the City for a Massage Establishment License or a Massage Therapy License or Permit as authorized by this ordinance Article A. Massage Establishment Applicant also includes the following information: Requirements for applicants shall also be provided as applicable for each stockholder, holding more than 10% of the stock, and each director, officer, or any person in control of the proposed establishment, any member of the applicant or any partner, limited partner, member (if the applicant is a partnership), and any manager or other person principally in charge of the business operations of the proposed establishment.

(b) "Approved School," any school or institute of higher learning which is accredited by a state board of education or equivalent and approved by any state massage therapy licensing organization(s) or approved by the National Certification Board for Therapeutic Massage & Bodywork (NCTMB).
(c) Establishments. An employee, manager, independent contractor, unpaid volunteer, or anyone else holding themselves out as working at, or on behalf of a massage establishment,

(d) License. An authorization as provided for in this ordinance Article for a person to:

(1) Operate and conduct a Massage Establishment; or

(2) Perform and provide Massage Therapy.

(e) Licensees. A person who has been granted a Massage Therapist and/or Massage Establishment License as provided for by this ordinance Article.

(f) Massage. Any method of pressure or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in this practice. Massage as defined herein does not include any touching in or around the human genitalia.

(g) Massage Establishment. A fixed place of business within the City where Massage Therapy is administered for compensation, including, massage salons, sauna baths, steam baths, and health clubs. Such place of business shall be only upon authorized commercial premises as specifically provided for hereafter. For the provisions and requirements of this ordinance Article, this definition shall not be construed to include hospitals, nursing homes, medical clinics or the commercial offices of: (1) a licensed physician, surgeon, chiropractor, osteopath or physical therapist when such duly licensed person is directly supervising or administering Massage to his or her patient; (2) a licensed operator of electrolysis equipment (only with regards to the provision of electrolysis treatment); or (3) barbershops or beauty salons which perform Massage only to the scalp, the face, the neck, or shoulders.

(h) Massage Therapy. The application of Massage for consideration of any kind, including discounts and other goodwill offers. For the provisions and requirements of this ordinance, this definition shall not be construed to include: (1) any continuing instruction in martial arts, performing arts or organized athletic activities; (2) any Massage directly supervised or administered by a licensed physician, surgeon, chiropractor, osteopath or physical therapist in his or her commercial offices; (3) any provision of electrolysis by a licensed operator of electrolysis equipment; or (4) any Massage to the scalp, face, neck or shoulders by a licensed barber or beautician/cosmetologist.

(g) Massage Therapist. A person licensed in accordance with this ordinance who, for consideration engages in the practice of Massage and performs and provides Massage Therapy as defined herein.

(d) Out Call. Massage Therapy that is conducted upon the commercial business or residential premises of a Patron as specifically provided for hereafter.

(i) Patron. A person who utilizes or receives the services of Massage Therapy. Such person shall be over 18 years of age, provided a person under the age of 18 may utilize or receive Massage Therapy from a Licensed Massage Therapist if accompanied by a parent or legal guardian and a parent or legal guardian has authorized such therapy in writing.

(j) Permit. An authorization for a student to perform Massage Therapy only as specifically provided for hereafter.

(Person. Any natural or corporate person, business association or business entity including, but not limited to, a firm, a partnership, an association, a sole
proprietaryship a successor or assign of any of the foregoing, or any other legal entity.

Specified Anatomical Areas: 1. The human genitals, pubic region, buttocks, or female breast below a point immediately above the top of the areola.

(Ord. 1887C; 08-19-00)

5-502  Massage Licenses in General: License Required.
(a) No person shall perform and provide Massage Therapy within the City or operate and conduct a Massage Establishment within the City without a valid and separate Massage Therapist License issued by the City.
(b) No person, firm, partnership, association, or corporation shall operate a Massage Establishment within the City without a valid Massage Establishment License issued by the City.
(c) Such license shall be issued by the City pursuant to the provisions of this ordinanceArticle, and must be current and not suspended.
(d) Licenses granted pursuant to this ordinanceArticle shall be valid for a period of twelve months from the date of issuance.

(Ord. 1887C; 08-19-00)

5-503  Massage Licenses in General: Multiple Licenses.
(a) Applicants seeking to operate and conduct a Massage Establishment and to perform and provide Massage Therapy must obtain both a Massage Establishment License and a Massage Therapist License.
(b) Applicants seeking to operate and conduct multiple Massage Establishments must obtain a separate Massage Establishment License for each location.

(Ord. 1887C; 08-19-00)

5-504  Massage Licenses in General: License and Permit Fees.
(a) The annual filing fee for a Massage Establishment License and a Massage Therapy License and a Massage Therapy Student Permit shall be set by the City's annual fee schedule, and shall be nonrefundable and nontransferable.
(b) An individual applicant concurrently applying for both a Massage Establishment License and a Massage Therapy License shall only be charged the fee for a Massage Establishment License.
(c) Any applications made, fees paid, and Licenses or Permits obtained under the provisions of this ordinanceArticle shall be in addition to, and not in lieu of any other fees, taxes, permits, or licenses required to be paid or obtained by any other ordinanceArticle of this City.

(Ord. 1887C; 08-19-00)

5-505  Massage Licenses in General: Transfer of Licenses and Permits.
No Massage Establishment License or Massage Therapy License or Massage Therapy Student Permit may be transferred or assigned to any other person other than the Licensee or Permittee named therein.

(Ord. 1887C; 08-19-00)

5-506  Massage Licenses in General: Advertising.
No Licensee shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body or advertisement that would reasonably suggest to prospective patrons that any service is available other than those services annually permitted pursuant to by this ordinanceArticle, or that employees or Massage Therapists are may
be dressed in any manner other than that approved for herein, nor shall any text of such advertising indicate that any service is available other than those services authorized by this ordinance.

(Ord. 1867C; 06-19-00)

5-507 Massage Licenses in General: Other Provisions. (Repealed)
(a) Applicability to Existing Businesses. The operation of any existing Massage Therapy Establishment and any provider or performer of Massage Therapy within the City are required to comply with all provisions of this ordinance within ninety (90) days from the enactment of this ordinance.
(b) Exceptions. The provisions of this ordinance shall not apply to a physician, surgeon, chiropractor, osteopath, physical therapist, registered professional nurse, operator of electrolysis equipment, barber or cosmetologist who is lawfully carrying out his or her particular profession or business and holding a valid, unrevoked license or certificate of registration issued by this State.
(c) Further Regulations. The License Clerk, the Chief of Police or the City Administrator may, after a public hearing, make and enforce reasonable rules and regulations not in conflict with, but to carry out the intent of this ordinance.
(d) Penalty. Any person convicted of violating any of the provisions of this ordinance shall be deemed guilty of a public offense and subject to the general penalty provisions of the Leawood City Code.
(e) Severability. If any section, subsection, subdivision, paragraph, clause or phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof.

(Ord. 1867C; 06-19-00)

5-508 Student Massage Therapy
An individual actively enrolled in and currently attending classes in a course of instruction, consisting of not less than 500 hours, in the theory, method, or practice of massage, may conduct massage therapy as a practical component of the training program under the direct supervision of the massage school instructor, provided the following conditions are met:
(a) All advertisements for massage therapy that will be performed by a student will clearly inform the customer that the massage therapy will be performed by a student under the supervision of the massage school instructor.
(b) Prior to conducting any massage therapy, the student massage therapist will require the Patron sign and acknowledge he/she has been informed the massage therapy will be conducted by a student under the supervision of the massage school instructor. These acknowledgement documents will be maintained by the school for a period of one year and will be produced at the request of any law enforcement officer or City official.

5-508-509 Reserved.

(Ord. 1867C; 06-19-00)

5-510 Massage Therapy; License.
(a) Generally, No person shall perform and provide Massage Therapy within the City without first obtaining a valid Massage Therapist License issued by the City pursuant to the provisions of this ordinance. To receive a License and to
perform and provide Massage Therapy, the applicant must operate or be currently employed by a licensed Massage Establishment, and meet the requirements of a Massage Therapist as provided for hereafter. Persons qualified as a Massage Therapist may receive a Massage Therapy License to perform and provide Massage Therapy within the City subject to the eligibility requirements cited hereafter.

(b) Applicants for a License to perform and provide Massage Therapy within the City shall file a written application with the Licensee City Clerk and pay a nonrefundable annual filing fee. This fee shall cover the cost of processing the application, not including the current FBI and KBI fingerprint fees. The application for a Massage Therapist License shall contain the following:

1. The name, address and telephone number of the applicant;
2. Written evidence that the applicant is at least 18 years old by providing a copy of a current state or federally issued form of identification;
3. The applicant's weight, height, color of hair and eyes, and fingerprints (applicant will not be required to resubmit fingerprints on subsequent renewal applications);
4. Two portrait photographs of the applicant (at least two inches by two inches);
5. The position or function the applicant is being hired to perform within such establishment, and the exact nature of the services to be provided under the requested License;
6. The business, occupation, or employment of the applicant for the three years immediately preceding the date of application;
7. Disclosure of any adult or juvenile criminal charges, convictions or diversions, except minor traffic violations, fully disclosing including the jurisdiction in which charged, the offense date, the final disposition date, and the final disposition (i.e., convicted, or diverted, dismissed) and the offense for which convicted or diverted. Whether the applicant has ever been convicted of any crime (except minor traffic violation). If so, a statement must be made giving the place and court in which convicted, the offense, and the sentence imposed as a result of such conviction;
8. The Massage Therapy and Massage Establishment License history of the applicant, including any other similar license or permit issued by any licensing jurisdiction, and whether the applicant has previously had any such license or similar authorization revoked or suspended or has voluntarily surrendered the permit or license in lieu of revocation or suspension. In such event, the applicant will provide the reason therefor, and the business activity or occupation subsequent to such action of suspension, or revocation, or surrender;
9. The proposed place of business and facilities thereof, including proof that such place of business currently holds a proper Massage Establishment License with the City;
10. Proof of the education and experience requirements as provided by this ordinance/article;
11. Authorization for the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the License; and
(12) Any other information deemed necessary by the City to review and process the application.

An applicant seeking the renewal of an existing license only needs to provide the City with that information or documentation necessary to update the applicant’s former application.

(c) Renewals. An applicant seeking the renewal of an existing license only needs to submit a renewal application and provide the City with that information or documentation necessary to update the applicant’s former application.

(d) Process of Application. Applications for a Massage Therapy License shall be submitted to the License Clerk, who shall transmit copies of completed applications to the Chief of Police and the Community Development Director for review. With the aid and input of the Chief of Police, the License Clerk and Community Development Directors, or their designees, the City shall determine whether the information contained in the application is accurate and whether the applicant is qualified to be issued (or reissued) the requested License. Such determination shall be made within fifteen working days from the date the completed application is submitted, unless good cause exists to extend this period of time.

(e) Issuance of License. The License Clerk shall approve the issuance of a Massage Therapist License, unless it is found that:

1. The applicant has been convicted of, or diverted on any similar disposition of, any of the following:
   (i) a felony;
   (ii) an offense involving sexual misconduct with a minor;
   (iii) an offense involving obscenity;
   (iv) promoting prostitution as defined by Kansas statute;
   (v) solicitation-class B offense involving a lewd or unlawful lascivious act;
   (vi) prostitution;
   (vii) pandering or other sexually related offenses; or
   (viii) an offense involving a breach of privacy;
   (ix) a sexual offense as described in the Kansas Statutes Chapter 21, Article 55 (Sex Offenses) or comparable offense; or
   (x) any offense involving massage or massage therapy, violation of the law applicable to massage therapy, or arising out of the individual’s prior massage establishment(s) or individual therapist license(s) in the ten (10) years immediately preceding the date of the application;

2. The applicant has knowingly made any false, misleading, or fraudulent statement of fact in the application or in any document required by the city in conjunction therewith;

3. The applicant has had a Massage Establishment License, a Massage Therapy License or any other similar license, permit or other authorization denied, revoked, or suspended by the City or any other state, city or local agency, or has voluntarily surrendered the permit or license in lieu of revocation or suspension, within five (5) years prior to the date of the application;

4. The applicant has previously been issued a license, permit or other authorization for an adult entertainment business (as defined by the Leawood Development Ordinance) or escort service, or has been employed by any such establishment; or
(5) The correct license fee has not been tendered to the City, and, in the case of a check or bank draft, honored with payment upon presentation; or
(6) That the applicant has not successfully completed the education standards required under the provisions of this ordinance/Article; or
(7) The application is for work to be performed at a Massage Establishment that is unlicensed, or whose License has been suspended or revoked; or
(8) Any other application requirement has not been met.

(f) Upon approval of the application, the License Clerk shall issue the Massage Therapy License that shall be nontransferable and nonrefundable. If the application is disapproved, the applicant shall be immediately notified by certified mail, return receipt requested, mailed to the last known mailing address of the applicant. The notice shall state the basis for the disapproval, denial and the opportunity for review by the City Administrator or their designee. The determination of the City Administrator, or their designee, is final. Any applicant aggrieved by the disapproval may appeal to the Governing Body within ten (10) days after notice of the disapproval, provided that such appeal shall be reviewed by the Governing Body within thirty (30) days from the date the appeal is submitted. Any applicant still aggrieved after review by the Governing Body may seek judicial review from the Johnson County District Court as provided by law within thirty (30) days after the review by the Governing Body.

(g) Upon denial, the applicant shall be ineligible to renew for any license under this Article for a period of one year from the date of denial. A denied applicant can seek waiver of the one year ineligibility from the City Clerk. In writing, upon a showing of good cause or other relevant factors.

(Ord. 1867C; 08-19-00)
(Ord. 2756C; 11-02-15)

5-511 Massage Therapy: Out Calls. Outcalls on residential or commercial/business premises of a Patron within the City are prohibited, unless performed or provided pursuant to this section, performed by a licensed healing arts practitioner. No event is a massage therapy allowed to conduct Massage Therapy in a hotel or motel room, or similar setting.

(a) Residential Premises. Out Calls may only be conducted at a private residence at the direction of a licensed healing arts practitioner. In such event, the Massage Therapist shall provide to the License Clerk the name and address of the Patron, a copy of the licensed healing arts practitioner’s authorization, the date and time of the service, a description of the service, and the fees charged. Prior to any service being done at a private residence, the Massage Therapist must clearly state that he or she is a Licensed Massage Therapist, and the Patron must sign a form requesting the service. All such written requests shall be kept by the Massage Therapist for a period of one year, and shall be produced for inspection when requested by any city officer.

(b) Commercial-Business Premises. Out calls may only be conducted at a commercial business when the following criteria are met.
1. The business hosting the Massage Therapist is currently licensed in the City of Leawood, or is exempt from licensing.
2. The massage is conducted by a Therapist currently licensed by the City of Leawood.
3. A minimum of two (2) Licensed Massage Therapists are present at the event.

34. The massage is performed in a public setting (i.e., not in an office with a door capable of being locked), and the patron is fully clothed.

48. A sign-in log or register must be kept by the Licensed Massage Therapist and Massage Establishment for a period of one-three (1-3) years.

(Ord. 2581C; 08-06-12) (Ord. 1887C; 06-19-00)

5-512 Massage Therapy: Educational Requirements

(a) To qualify for a Massage Therapist license, an applicant must demonstrate that they have satisfied one of the following educational requirements:

(1) Successful completion of a course of instruction consisting of not less than 500 hours in the theory, method, or practice of massage from one or more approved schools (as defined in 5-501). All practical and/or modeling instruction must be completed as in-classroom/hands-on instruction, while theory instruction can be completed online. Proof of completion must be made by certified transcript(s) signed by the school registrar, either presented with a raised seal or faxed or emailed directly to the Clerk by the school or

(2) Proof of successful passage of the Board Certification exam administered by the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB).

(b) The following categories and educational requirements shall be applicable to all Massage Therapists as specifically provided hereafter. Proof of completion of education and training requirements required by this ordinance must be by certified transcripts. The education and training may be received from more than one school.

(c) Education

(d) Massage Therapist

(2) (1) To be eligible for a Massage Therapist License, the applicant must provide proof of the following:

(g) (c) (1) That the applicant has successfully completed a course of instruction, consisting of not less than five hundred (500) hours, in the theory, method, or practice of massage (an hour of instruction is defined as fifty minutes of actual instructional time). The curriculum shall include at a minimum:

(h) (a) Two hundred and fifty (250) hours of theory and practice of Massage Therapy, to include deep tissue techniques, remedial gymnastics, body mechanics, the practitioner, and medical treatment. A maximum of fifty (50) of these hours may include time spent in a student clinic.

(i) (b) One hundred thirty-five (135) hours of anatomy, physiology and kinesiology, including palpation, range of motion, and physics of joint function. There must be a minimum of forty (40) hours of kinesiology.

(j) (c) Fifty-five (55) hours of clinical/business practices, to include hygiene, record-keeping, medical terminology, professionalism, ethics, business management, human behavior, patron interaction, state and local laws, and three hours of communicable disease.

(k) (d) Fifty (50) hours of pathology including indications and contraindications to Massage Therapy and palpation.
(b) In addition to meeting the requirements of either subsection (a)(1) or subsection (a)(2), the applicant must also have successfully completed certification in American Red Cross first aid and American Heart Association CPR or the equivalent, and provide current certification.

(p) Immediately preceding

(d) Eligibility. A Licensed Massage Therapist may perform and provide Massage Therapy at a Massage Establishment. A Licensed Massage Therapist may also perform and provide Out Calls only when prescribed by a licensed health care practitioner.

(3) Student Massage Therapy. Student Massage Therapy is prohibited within the City unless an individual meets the qualifications of provision 5-515 of this ordinance.

5-513 Massage Therapy: Identification Cards.

(a) Upon approval and issuance of a Massage Therapist License, the City shall issue the therapist an identification card.

(b) Each Identification Card shall bear the massage therapist’s name, license number, classification, physical description, and a photograph, and shall be laminated to prevent alteration.

(c) All Massage Therapists issued a License or Permit pursuant to the provisions of this ordinance shall at all times have the City-issued Identification Card in their possession a valid Identification Card when working in a Massage Establishment or performing and providing Out Calls. Such Identification Card shall be conspicuously worn on the Massage Therapist’s clothing, or be posted on the wall of the massage room in a conspicuous location.

(d) Such Identification Card shall bear the Massage Therapist’s name, license number, classification, physical description, and a photograph, and shall be laminated to prevent alteration. Additionally, all Massage Therapists shall keep their License and Permits available for inspection at all times upon request of any person who by law may inspect the same.

(Ord. 1867C; 06-19-00)
5-514 Massage Therapy: Patron Registers.
All Massage Therapists issued a License or Permit pursuant to the provisions of this ordinance shall keep a daily register of all Patrons in a form approved by the License Clerk. Such register shall list the Patrons' names, addresses, hours of arrival, and, if applicable, the rooms or cubicles assigned. Said register shall at all times during business hours be subject to inspection by City inspectors and police officers, and shall be kept on file for one year. Such register may be kept and supervised by the Massage Establishment as provided for hereafter.
(Ord. 1887C; 06-19-00)

5-515 Massage Therapy: Applicability to Existing Massage Providers.
(a) An individual licensed to providing or performing Massage Therapy within the City at the time this ordinance is enacted, and who does not meet the education requirements described above, may be exempted by the City from such education requirements for thirty-six (36) months past the date of enactment as long as such individual meets the following conditions:

   (1) At the time of the date of license renewal, such individual is currently practicing and has practiced Massage Therapy within the City during the previous twenty-four (24) months pursuant to a valid and current license;

   (2) Proof of receiving a Leawood Massage Therapist business license to provide Massage Therapy within the City during the past twenty-four (24) months;

   (3) Proof that the individual declared income on the individual's tax return for the previous year;

(b) Such individual will provide all future Massage Therapy in conjunction with a Licensed Massage Establishment, and has applied for and meets all other licensing requirements for a Massage Therapist, and

(c) Such individual is actively enrolled in and currently attending classes in a course of instruction in the theory, method or practice of Massage, in order to meet the City's educational requirements, or is signed up to take the National Certification Examination for Therapeutic Massage and Bodywork, as authorized above.

(Ord. 1887C; 06-19-00)

5-516 Massage Therapy: Revocation or Suspension of License or Permit.
(a) A Massage Therapist License or Permit issued by the City may be revoked or suspended by the License Clerk where it is found that after a public hearing before the License Clerk, or his designated representative, and a determination that,
The provisions for the issuance of a Massage Therapist License or Permit are violated if the Massage Therapist refused to permit, or hindered, a duly authorized police officer or City representative from conducting any lawful investigation or inspection pursuant to this Article; or

The Massage Therapist has been convicted of, or entered diversion pursuant to, any offense described in Section 5-516(a) of this ordinance, which is any sex offense as described in the Kansas Statutes, Chapter 21, Article 56 (Sex-Offenses) or comparable offenses, or any violent felony; or

Any of the provisions of this ordinance have been violated, including, but not limited to, providing false information on the application or failure to meet the application standards.

A Massage Therapist License or Permit issued by the City may be suspended by the License Clerk/City, where it is found that the Massage Therapist has been charged with any offense listed in Section 5-516(a). The suspension shall remain in effect until a court of competent jurisdiction rules on the criminal offense, unless the massage therapist files an appeal in accordance with Section 5-516(c).

Before revoking or suspending the Massage Therapist License or Permit, the License Clerk/City shall give the Massage Therapist at least ten (10) days written notice of the charges and the opportunity for review by the City Administrator or their designee, to be publically heard by the License Clerk, or their designated representative, at which time the Licensee may present evidence in response to the charges, and the relevant facts regarding the occurrence of the violation or offense shall be determined. If the Therapist requests the review, the revocation or suspension shall be stayed pending the review, but in no event more than fourteen (14) days from the original effective date of the suspension or revocation. The City Administrator or their designee may uphold the revocation or suspension or may reopen the revocation or suspension, and if applicable, specify certain conditions and stipulations therewith. The determination of the City Administrator or their designee is final. All revocations or suspensions by the License Clerk are appealable to the Governing Body, provided said appeal must be in writing and delivered to the License Clerk within ten (10) days of the revocation or suspension, and further provided that such appeal shall be reviewed by the Governing Body within thirty (30) days from the date the appeal is submitted. If the Governing Body upholds the revocation or suspension, an appeal may then be made to the Johnson County District Court as provided by law within thirty (30) days after the review of the Governing Body.

(Ord. 1877C; 06-19-00)

5-517 Massage Therapy: Change of Employment

A Massage Therapist shall notify the City of any change in employment within ten (10) days of the change. This shall include a change in the therapist's employer, or the addition or reduction of location types. The therapist shall be required to get a new identification card from the City and pay any applicable fees.

5-547518-519 Reserved.

(Ord. 1877C; 06-19-00)
Massage Establishment: License.

(a) Generally. No person shall operate and conduct a Massage Establishment within the City without first obtaining a valid Massage Establishment License issued by the City pursuant to the provisions of this article. To receive a License for operating and conducting a Massage Establishment, the applicant must meet the requirements as provided for hereafter. A Massage Establishment License specifically does not authorize the Licensee to perform and provide Massage Therapy without first obtaining a separate Massage Therapy License. A Massage Establishment License shall be required to operate and conduct a business to perform and provide Out Calls.

(b) Application. Applicants for a License to operate and conduct a Massage Establishment within the City shall file a written application with the License City Clerk and pay a nonrefundable annual filing fee. The application shall provide the following information for each stockholder holding more than 10% of the stock, each director, officer, partner, limited partner, member, and any manager or other person principally in charge of the business operations of the proposed establishment, hereinafter referred to as "applicant." The fee shall cover the cost of processing the application, not including the current FBI and KBI fingerprint fees. If the applicant is an entity and not an individual, a personal representative of the applicant must be identified. The application to operate a Massage Establishment shall contain the following:

1. The full legal name, address and telephone number of the person, applicant or entity applying for licensure. If the applicant is an entity, proof it is properly registered with the Kansas Secretary of State must be provided, and a personal representative must be identified hereinafter referred to as the applicant applicant.

2. Written evidence that the applicant is at least 18 years old by providing a copy of a current driver or federal identification;

3. The applicant’s weight, height, color of hair and eyes, and fingerprints (applicant will not be required to resubmit fingerprints on subsequent renewal applications);

4. Two (2) portrait photographs of the applicant (at least two inches by two inches);

5. The nature or function of the applicant is being hired to or will perform within such establishment, and the exact nature of the services to be provided under the requested License and the proposed place of business and facilities thereof (as applicable);

6. Operation of an establishment in a private residence or noncommercial business establishment is prohibited;

7. Operation of an establishment in a hotel or motel is prohibited;

8. The business, occupation, or employment history of each applicant for the three years immediately preceding the date of application;
Disclosure of any adult or juvenile criminal charges for each applicant, fully disclosing the jurisdiction in which charged, the offense date, the final disposition date, and the final disposition (i.e., convicted, diverted, dismissed). Whether the applicant has ever been convicted of any crime (except minor traffic violations). If so, a statement must be made giving the place and court in which convicted, the offense, and the sentence imposed or as a result of such conviction.

The Massage Therapy and Massage Establishment License history of each applicant, including any other similar license or permit issued by any licensing jurisdiction, history of the applicant, including whether the applicant has ever had in this or any other city or state previously had an unlawful license, permit, or similar authorization revoked or suspended by the City or any other state, city, or local agency, or has voluntarily surrendered a permit or license in lieu of revocation or suspension. In such event, the applicant will provide the reason therefor, and the business activity or occupation subsequent to such action of suspension, or revocation, or surrender.

The proposed place of business and facilities thereof.

A list of all Massage Therapists working in the Massage Establishment (if known at the time of application) and proof that such Massage Therapists are properly licensed (to be updated as necessary).

Authorization for the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the License; and

Any other information deemed necessary by the City to review and process the application.

Renewals. An applicant seeking the renewal of an existing License on behalf needs to submit a renewal application and provide the City with that information or documentation necessary to update the applicants' former application.
(d) **Application Process of Application.** Applications for a Massage Establishment License shall be submitted to the Licensing City Clerk, who shall transmit copies of completed applications to the Chief of Police and the Community Development Director for review. The Neighborhood Services Administrator and the Building Official shall determine whether the information contained in the application is accurate and whether the applicant is qualified to be issued (or reissued) the requested License. Such determination shall be made within thirty days of receipt of the completed application unless good cause exists to extend this period of time. The Neighborhood Services Administrator and the Building Official shall determine whether the structure of the proposed Massage Establishment complies with the requirements and standards of all applicable health, zoning, building, fire, and property maintenance ordinances, and all other applicable codes, standards, and zoning requirements. Provided the premises need not be designed or set up for the requirements of a Massage Establishment on the date of application, provided further that such requirements for a Massage Establishment are met prior to the first day of business. The Neighborhood Services Administrator and the Building Official shall report their findings to the Licensing City Clerk within ten (10) working days from the date the application is submitted. Upon the determination of the qualifications of the applicant and the receipt of the reports of the Neighborhood Services Administrator and the Building Official, the Licensing City Clerk shall schedule the application for review by the Governing Board at the earliest date possible with consideration for notice requirements established by law. Provided that the application shall be approved or disapproved within forty-five (45) days from the date the application is submitted. The applicant shall be notified in writing of the date of the review by the Governing Board, and will be afforded an opportunity to be heard at such time. If inspection items related to structural design of the premises cannot be verified prior to the review by the Governing Board, the application may be approved contingent upon a final inspection prior to the issuance of the license.

(e) **Inspections.** As part of the application process, the Massage Establishment shall be subject to inspections as provided by Section 5.522.

(f) **Issuance of License.** The Licensing City Clerk and the Governing Board shall review the application and shall approve the issuance of a License for a Massage Establishment, unless it is found that:

1. Any person, agent, contractor, or establishment representative, any stockholder holding more than 10% of the stock or any director or officer of any corporation, any partner or limited partner, or any manager or other person principally in charge of the operation of the business, has been convicted of, or diverted on, or in any similar disposition, any of the following:
   (i) A felony;
   (ii) An offense involving sexual misconduct;
   (iii) An offense involving obscenity;
   (iv) Promoting prostitution;
   (v) An offense involving a lewd or lascivious act;
   (vi) Prostitution;
   (vii) Patronizing a prostitute;
   (viii) An offense involving breach of privacy;
(vi) any sex offense as described in the Kansas Statutes Chapter 21, Article 55 (Sex Offenses) or comparable offense; or
(ix) any offense involving massage or Massage Therapy, or arising out of the application's prior massage establishment(s) or individual therapist license(s) in the ten (10) years immediately preceding the date of the application; or
(a) any offense involving sexual misconduct with children; or
(b) any offense involving prostitution as defined by Kansas statute; or
(c) solicitation of a lewd or unlawful act; or
(d) prostitution; or
(e) pandering or other sexually-related offense; or

The applicant has knowingly made any false, misleading, or fraudulent statement of fact in the application or in any document required by the City in conjunction therewith; or

The applicant has had a Massage Establishment License, a Massage Therapy License or any other similar license, permit or other authorization denied, revoked, or suspended by the City or any other state, city or local agency, or has voluntarily surrendered the permit or license in lieu of revocation or suspension, within ten (10) years prior to the date of the application; or

The applicant has previously been issued a license, permit or other authorization for an adult entertainment business (as defined by the Leavenworth Development Ordinance) or escort service, or has been employed by any such establishment; or

The correct license fee has not been tendered to the City, and, in the case of a check or bank draft, honored with payment upon presentation; or

The operation as proposed by the applicant would not comply with all applicable laws including, but not limited to, the City's code or building, zoning, and health ordinances and regulations; or

The manager or other person principally in charge of the operation of the business, any applicant would be ineligible to receive a License under the provisions of this Article; or

The applicant has failed to successfully complete any applicable health, safety, building, and/or fire inspection; or

There are facts present related to a familial, personal, or professional relationship between any applicant or Establishment Representative and any individual who has previously been denied a license or has had a license revoked, suspended, non-renewed, or voluntarily surrendered in lieu of suspension or revocation, and is unable to maintain an establishment license under this Article, which reasonably indicate that the establishment's operation would be influenced by such individuals; or

Any other application requirement has not been met.

(6) Upon approval of the application by the Governing Body, the License City Clerk shall issue the Massage Establishment License that shall be nontransferable and nonassignable. If the application is disapproved/denied, the applicant shall be immediately notified by certified mail, return receipt requested, mailed to the last known mailing address as provided on the application of the applicant. The notice shall state the basis for the disapproval/denial and the opportunity for review by the City Administrator or their designee. The determination of the City Administrator, or their designee, is final. Any applicant aggrieved by the
Massage Establishment: Display of Licenses.
A Massage Establishment shall at all times display in an open and conspicuous place its Massage Establishment License. It shall also display in an open and conspicuous place either a copy of the Identification Card of all Massage Therapists working at the Massage Establishment or an identified color picture (at least 4 inches by 4 inches) of each Massage Therapist that provides the same information.

(a) Inspections of Proposed Massage Establishment. No business shall be operated or conducted at any proposed Massage Establishment, nor shall any Massage Establishment License be issued until an inspection by the Neighborhood Services Administrator, or the Building Official, or his/her authorized representative has been completed. The Neighborhood Services Administrator, or the Building Official, or his/her authorized representative shall certify that the proposed Massage Establishment complies with all of the requirements of this ordinance and shall give such certification to the License Clerk; provided, however, that nothing contained herein shall be construed to eliminate other requirements of statute or ordinance concerning the maintenance of the premises, nor to preclude authorized inspection thereof.
(b) Supplemental Inspections. The License Clerk, the Police Department, the Neighborhood Services Administrator, the Building Official or his/her authorized representative, may, from time to time, make an inspection of each Licensed Massage Establishment in this City for the purpose of determining that the provisions of this ordinance are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any Licensee to fail to allow such inspector immediate access to the premises or to hinder such inspector in any manner. Any failure on the part of a Licensee or employee to grant immediate access to such inspector shall be grounds for the revocation or suspension of any business or employee License.

(Ord. 1857C; 06-19-00)

5-522 Massage Establishment: Inspection.

(a) Inspection of Proposed Massage Establishment. No business shall be operated or conducted at any proposed Massage Establishment, nor shall any Massage Establishment License be issued until an inspection by the Community Development Director, Neighborhood Services Administrator, or the Building Official, or his/her authorized representative has been completed. The Community Development Director, Neighborhood Services Administrator, or the Building Official, or his/her authorized representative, shall certify that the proposed Massage Establishment complies with all of the requirements of City Code, the Leawood Development Ordinance, and this ordinance Article and shall give such certification to the License City Clerk; provided, however, that nothing contained herein shall be construed to eliminate other requirements of statute or ordinance concerning the maintenance of the premises, nor to preclude authorized inspection thereof.

(b) Supplemental Inspections. The License Clerk, the Police Department, the Community Development Director, Neighborhood Services Administrator, or the Building Official, or his/her authorized representative, may, from time to time, make an inspection of each Licensed Massage Establishment in this City for the purpose of determining that the provisions of this ordinance are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any Licensee or Establishment Representative to fail to allow such inspector immediate access to the premises or to hinder such inspector in any manner. Any failure on the part of a Licensee or Establishment Representative to grant immediate access to such inspector shall be grounds for the revocation or suspension of any Massage Establishment or Massage Therapist business or employee License and Massage Therapist License, as applicable.

(Ord. 1857C; 06-19-00)

5-523 Massage Establishment: Facilities. The operation of a Massage Establishment and the provision and performance of Massage Therapy shall be subject to the following regulations: No business shall be operated or conducted at any Massage Establishment without first complying with the following minimum requirements:

(a) Massage Rooms. Rooms in which Massage Therapy is to be practiced or administered shall:

1. Have at least fifty (50) square feet of clear floor area; and
2. Maintain a light level of not less than two (2) foot-candles as measured three (3) feet above the floor. Such rooms shall
(3) Contain a door incapable of being locked from the exterior or interior.
   and such rooms or rooms immediately adjacent thereto shall
   be equipped with cabinets for the storage of clean linen and chemicals
   and approved receptacles for the storage of soiled linen.

(b) Dressing Rooms. Provisions for a separate dressing room for each sex must be available within all Massage Establishments, with individual lockers for each employee. Doors to such dressing rooms shall open inward and shall be self-closing. The dressing room can be the therapy room, provided that no Establishment Representative is present during dress or undressing.

(c) Toilet Facilities. Toilet facilities shall be provided in convenient locations. When five or more employees and Patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. Urinals may be substituted for water closets after one water closet has been provided. The separate toilet facilities shall be designated as to the sex accommodated therein.

(d) Lavatories or Wash Basins. Lavatories or wash basins shall be provided in either the toilet room or a vestibule with both hot and cold running water. Soap in a dispenser and sanitary towels shall also be provided. Tub or showers and bathtubs are prohibited.

(e) Cleanliness of Establishment. Every portion of a Massage Establishment, including appliances, shall be kept clean and operated in a sanitary condition.
   (1) The walls shall be clean, and the walls shall be painted with washable,
       mold-resistant paint in all rooms where steam is used; water or steam
       baths are given.
   (2) Floors shall be free from any accumulation of dust, dirt, or refuse.
   (3) All equipment used in the business's operation shall be maintained in a
       clean and sanitary condition.
   (4) Wet and dry heat rooms, shower-compartments and toilet rooms shall be
       thoroughly cleaned each day the business is in operation. Bathtubs shall
       be thoroughly cleaned after each use.

(f) Towels and Linen. Clean, laundered sheets and towels shall be provided to
    Patrons for use. Such items shall be laundered after each use and stored in a
    sanitary manner. When applicable, all Massage Establishments shall provide
    clean, laundered sheets and towels in sufficient quantity, and such items shall be
    laundered after each use thereof and stored in a sanitary manner. Towels, linen,
    and items for the personal use of employees and Patrons shall be clean and
    freshly laundered. Towels, clothes and sheets shall not be used for or by more
    than one Patron.

5-524 Massage Establishment: Operation Regulations. The operation of a Massage Establishment and the provision and performance of Massage Therapy shall be subject to the following regulations:

(a) Hours. Such business shall be closed and operations shall cease between the
    hours of 10:00 p.m. and 6:00 a.m. each day. Out Calls provided by a licensed
    Therapist shall be supervised by one person and shall not be permitted between the hours of 9:00
    p.m. and 8:00 a.m. each day.

(b) Supervision. The Massage Establishment Licensee or a manager shall
    personally supervise the premises, premises shall be supervised at all times
    when open for business. The Licensee or a person employed as a Massage
    Therapist shall personally supervise the business, and shall not violate or permit
others to violate any applicable provision of this Article. Any violation of any provision of this Article by any agent or employee, Establishment Representative of the Licensee, shall constitute a violation by the Licensee.

(c) Conduct of Business. Conduct of Business. The Massapequa Establishment Licensee: All Licenses licensed under the provisions of this ordinance shall at all times be responsible for the conduct of business at their Massage Establishment and for any act or conduct of their employees or Establishment Representatives which constitutes a violation of the provisions of this Article, regardless of whether or not the licensee is physically present at the time of violation. Any violation of the city, state, or federal laws enforced on the premises by any licensed or Establishment Representative, such Licensee or employees, affecting the eligibility or suitability of such person or entity to hold a license may be grounds for suspension or revocation of same.

(d) Patron Attire. No Establishment Representative, owner, manager, Massage Therapist or employee, while performing any task or service associated with the Massage Therapy shall be present in any room or area with a Patron, or allow any other person to be present in a room or area with a Patron except as may be required by the provisions of the Americans with Disabilities Act (excluding bathrooms, dressing rooms, or any room utilized for dressing purposes), unless the Patron’s Specified Anatomical Areas are fully covered by opaque towels, cloths, or undergarments.

(e) Illegal Contact. Any contact by a Licensee or Establishment Representative with a Patron’s pubic region, genital area, perineum, anal region, or any area of the female breast that includes the areola and nipple is strictly prohibited.

(f) Employee Attire. While performing or available to perform Massage Therapy or related services, all employees and Massage Therapists shall be fully clothed and covered, modestly attired, clean, and wearing clean outer garments. For purposes of this subsection, fully clothed and covered means a state of dress in which the covering shall be of an opaque material that covers the chest, buttocks, and genital area at all times. Disparanous or transparent clothing is prohibited. Additionally, the clothing must cover the employees and the Massage Therapists’ chests at all times, and extend from a point not to exceed four (4) inches above the center of the knee cap to the base of the neck. Finally, the clothing shall be maintained in a clean and sanitary condition.

(g) Identification Card. All Massage Therapists shall at all times have the City-Issued Identification Card in their possession when working in a Massage Establishment or performing and providing Out Calls. Such Identification Card shall be conspicuously worn on the Massage Therapist’s clothing, or be posted on the wall of the massage room in a conspicuous location. All Massage Therapists shall be required to conspicuously display their valid Identification Card as required above.

(h) Danger to Safety or Health. No service shall be given which is clearly dangerous or harmful to the safety or health of any person, in the opinion of the Chief of Police, the Building Official, the Building Inspector, the Building Official, or to the safety or health of any person, and such notice-in-writing that has been delivered to the Licensee from such director or officer.

(i) Alcoholic Beverages. No alcoholic beverage or cereal malt beverages, nor the consumption thereof, shall be allowed, permitted, or suffered to be done in or upon any Licensed Massage Establishment, or during any Out Call; provided this
restriction shall not apply to businesses where the Licensed Massage Therapy is
necessary to the predominant business purpose of the establishment; provided
further that no alcohol is permitted on that portion of the premises where the
Massage Therapy occurs.

(a) Overnight Sleeping Prohibited. No individual shall sleep, reside, or Inhabit a
Massage Establishment between the hours of 10:00 p.m. and 6:00 a.m. Prima
facie evidence of violating this provision includes, but is not limited to, the
presence of a cot, sleeping bag, air mattress, bed mat, or bed.

(b) Minors. No establishment Massage Therapist or Employee Representative shall
perform or permit any Massage Therapy to be provided to a person under the
age of 18, unless that person is accompanied by the establishment by a parent or
legal guardian, the parent or legal guardian remains at the establishment during
the massage, and the parent or legal guardian has authorized such therapy in
writing.

(2) Conduct of Business. All Licenses issued under the provisions of this
ordinance shall at all times be responsible for the conduct of business of their
Massage Establishment and for any acts or conduct of their employees which
constitute a violation of the provisions of this ordinance. Any violation of the city,
state, or federal laws committed on the premises by any such Licensee or
employee affecting the eligibility or suitability of such person to hold a License
may be grounds for suspension or revocation of same.

(Ord. 2391C; 04-20-09)
(Ord. 1867C; 05-19-00)

5-525 Massage Establishment: Employee and Patron Registrars.

(a) Employees. A Massage Establishment shall keep and maintain on the premises
a current register of all Establishment Representatives employees showing such
employee's individual's full name, home address, position, and will include a
copy of a Government-Issued photo identification and a copy of each Massage
Therapy license and license number (if applicable). Such register shall be open
to inspection at all reasonable times by any city inspector, representative or police
officer, and shall be kept on file for one year.

(b) Patrons. A Massage Establishment shall keep and maintain on the premises a
daily register of all Patrons in a form approved by the City License Clerk. Such
register shall list the each Patron's first and last name, home or email
address, phone number, and time of arrival. The Massage Establishment shall make every effort to verify the Patron's name by viewing a
government issued photo ID. If no photo ID is produced, the log shall so
indicate. The Patron register is required to include: the service(s) received and the first and last name of the Establishment
Representative that performed the service(s). If applicable, the room or suite(s) assigned. Said register shall at all times during business hours be
subject to inspection by City Inspectors and police officers at all times during
business hours, and shall be kept on file for one year.

(Ord. 1867C; 05-19-00)

5-526 Massage Establishment: Restrictions on Place of Business. (Repealed)

(a) Operation of Massage Establishment. Any commercial premises meeting the
requirements herein may be licensed as a Massage Establishment to perform
and provide Massage Therapy. Operation of such an establishment in a private
residence or noncommercial-business establishment is prohibited.
5-527  

Massage Establishment: Revocation or Suspension of License.

(a) A Massage Establishment License may be revoked or suspended by the City Governing Body after a public hearing before the Governing Body, if it is found after a determination that:

1. Any Establishment Representative refused to permit, or hindered, a duly authorized police officer or City representative from conducting any lawful investigation or inspection pursuant to this Article;

2. A provision for the issuance of a Massage Establishment License has been violated; or

(b) The Licensee or any applicant required to be disclosed per Section 5-520o, has been convicted of or entered diversion on any offense listed in Section 5-520k, discussed in this ordinance or a violation of any local, state, or federal law, and the Licensee has actual or constructive knowledge of the violation or conviction; or

(c) The Licensee refused to permit a duly authorized police officer or City employee to inspect the premises or the operations of the Licensee; or

(d) Any of the provisions of this ordinance or Article have been violated, including, but not limited to providing false information on the license application, or failure to meet the application standards.

(b) A Massage Establishment License issued by the City shall be suspended by the City where it is found that the Licensee, or any applicant required to be disclosed per Section 5-520o, has been charged with any offense listed in Section 5-520k. The suspension shall remain in effect until a court of competent jurisdiction rules on the criminal offense, unless the massage therapist files an appeal in accordance with Section 5-516c.

(c) Before revoking or suspending the Massage Establishment License, the City shall give the Massage Establishment at least ten (10) days written notice of the charges and the opportunity for review by the City Administrator or their designee. If the Establishment requests review, the revocation or suspension will be stayed pending the review, but in no event more than fourteen (14) days from the effective date of the suspension or revocation. The City Administrator, or their designee, may uphold the revocation or suspension or may rescind the revocation or suspension, and if applicable, specify certain conditions and stipulations therewith. The decision of the City Administrator, or their designee, is final.

Before revoking or suspending a Massage Establishment License, the Governing Body shall give the Licensee at least ten (10) days written notice of the charges and the opportunity to be heard by the Governing Body, at which time the Licensee may present evidence in response to the charges. A Licensee aggrieved by the decision of the Governing Body may appeal the decision to the Johnson County District Court as provided by law within thirty (30) days after the date of the revocation or suspension.

(Ord. 1867C; 06-19-00)

5-528  

Penalty

Any person convicted of violating any of the provisions of this Article shall, upon conviction thereof, be punished by a fine of not less than One Hundred dollars.
($100.00) nor more than One Thousand dollars ($1,000.00), or by imprisonment not exceeding 180 days, or by both such fine and imprisonment.
ORDINANCE NO. ______

ORDINANCE AMENDING CHAPTER 5, ARTICLE 5 OF THE CODE OF THE CITY OF LEAWOOD, 2000, PERTAINING TO MASSAGE ESTABLISHMENTS AND MASSAGE THERAPISTS AND REPEALING EXISTING ARTICLE 5, AND OTHER SECTIONS IN CONFLICT HEREWITH.

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

SECTION ONE: That Article 5 of Chapter 5 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

5-501. Definitions.

(a) **Applicant.** A person who has applied to the City for a Massage Establishment License or a Massage Therapy License as authorized by this Article. A Massage Establishment Applicant also includes each stockholder holding more than 10% of the stock, and each director, officer, partner, limited partner, member, and any manager or other person principally in charge of the business operations of the proposed establishment.

(b) **Approved School.** Any school or institute of higher learning which is accredited by a state board of education or equivalent and approved by any state massage-specific licensing organization(s) or approved by the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB).

(c) **Establishment Representative.** An employee, manager, independent contractor, unpaid volunteer, or anyone else holding themselves out as working at, or on behalf of, a massage establishment.

(d) **License.** An authorization as provided for in this Article for a person to:
   (1) Operate and conduct a Massage Establishment; or
   (2) Perform and provide Massage Therapy

(e) **Licensee.** A person who has been granted a Massage Therapist and/or Massage Establishment License as provided for by this Article.

(f) **Massage.** Any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in this practice.

(g) **Massage Establishment.** A fixed place of business within the City where Massage Therapy is administered for compensation, including, massage salons, sauna baths, steam baths, and health clubs. Such place of business shall be only upon authorized commercial premises as specifically provided for hereafter. For the provisions and requirements of this Article, this definition shall not be construed to include hospitals, nursing homes, medical clinics or the commercial offices of: (1) a licensed physician, surgeon, chiropractor, osteopath or physical therapist when such duly licensed person is directly supervising or administering Massage to his or her patient; (2) a licensed operator of electrolysis equipment (only with regards to the provision of electrolysis treatment); or (3) barbershops or beauty salon which perform Massage only to the scalp, the face, the neck, or shoulders.
(h) "Massage Therapy." The application of Massage for consideration of any kind, including discounts and other goodwill offers. For the provisions and requirements of this ordinance, this definition shall not be construed to include: (1) any continuing instruction in martial arts, performing arts or organized athletic activities; (2) any Massage directly supervised or administered by a licensed physician, surgeon, chiropractor, osteopath or physical therapist in his or her commercial offices; (3) any provision of electrolysis by a licensed operator of electrolysis equipment; or (4) any Massage to the scalp, face, neck or shoulders by a licensed barber or cosmetologist.

(i) **Massage Therapist.** A person who, for consideration, engages in the practice of Massage as defined herein.

(j) **Out Call.** Massage Therapy that is conducted upon the business or residential premises of a Patron as specifically provided for hereafter.

(k) **Patron.** A person who utilizes or receives the services of Massage Therapy.

(l) **Person.** Any natural or corporate person, business association or business entity including, but not limited to, a firm, a partnership, an association, a sole proprietorship a successor or assign of any of the foregoing, or any other legal entity.

(m) **Specified Anatomical Areas.** The human genitals, pubic region, buttocks, or female breast.

(Ord. 1867C; 06-19-00)

**5-502 Massage Licenses in General: License Required.**

(a) No person shall perform and provide Massage Therapy within the City without a valid Massage Therapist License issued by the City.

(b) No person, firm, partnership, association, or corporation shall operate a Massage Establishment within the City without a valid Massage Establishment License issued by the City.

(c) Such Licenses shall be issued by the City pursuant to the provisions of this Article, and must be current, unrevoke and not suspended.

(d) Licenses granted pursuant to this Article shall be valid for a period of twelve months from the date of issuance.

(Ord. 1867C; 06-19-00)

**5-503 Massage Licenses in General: Multiple Licenses.**

Applicants seeking to operate and conduct multiple Massage Establishments must obtain a separate Massage Establishment License for each location.

(Ord. 1867C; 06-19-00)

**5-504 Massage Licenses in General: License Fees.**

(a) The annual filing fee for a Massage Establishment License and a Massage Therapy License shall be set by the City's annual fee schedule, and shall be nonrefundable and nontransferable.

(b) Any applications made, fees paid, and Licenses obtained under the provisions of this Article shall be in addition to, and not in lieu of any other fees, taxes, permits, or licenses required to be paid or obtained under any other Articles of this City.

(Ord. 1867C; 06-19-00)

**5-505 Massage Licenses in General: Transfer of Licenses.**

No Massage Establishment License or Massage Therapy License is transferable or assignable.

(Ord. 1867C; 06-19-00)
5-506 Massage Licenses in General: Advertising.
No Licensee shall place, publish or distribute or cause to be placed, published or distributed any advertisement that would reasonably suggest to prospective Patrons that any service is available other than those services lawfully permitted by this Article, or that employees or Massage Therapists may be dressed in any manner other than allowed for herein.  
(Ord. 1867C; 06-19-00)

5-507 Massage Licenses in General: Other Provisions. (Repealed)
(Ord. 1867C; 06-19-00)

5-508 Student Massage Therapy
An individual actively enrolled in and currently attending classes in a course of instruction, consisting of not less than 500 hours, in the theory, method, or practice of massage, may conduct massage therapy as a practicum component of the training program under the direct supervision of the massage school instructor, provided the following conditions are met:

(a) All advertisements for massage therapy that will be performed by a student will clearly inform the customer that the massage therapy will be performed by a student under the supervision of the massage school instructor.

(b) Prior to conducting any massage therapy, the student massage therapist will require the Patron sign and acknowledge he/she has been informed the massage therapy will be conducted by a student under the supervision of the massage school instructor. These acknowledgement documents will be maintained by the school for a period of one year and will be produced at the request of any law enforcement officer or City official.

5-509 Reserved.  
(Ord. 1867C; 06-19-00)

5-510 Massage Therapy: License.
(a) Generally. No person shall perform and provide Massage Therapy within the City without first obtaining a valid Massage Therapist License issued by the City pursuant to the provisions of this Article. To receive a License and to perform and provide Massage Therapy, the applicant must operate or be currently employed by a licensed Massage Establishment, and meet the requirements of a Massage Therapist as provided for hereafter.

(b) Application. Applicants for a License to perform and provide Massage Therapy within the City shall file a written application with the City Clerk and pay a nonrefundable annual fee. This fee shall cover the cost of processing the application, not including the current FBI and KBI fingerprint fees. The application for a Massage Therapist License shall contain the following:

1. The name, address and telephone number of the applicant;
2. Written evidence that the applicant is at least 18 years old by providing a copy of a current state or federally issued form of identification;
3. The applicant’s weight, height, color of hair and eyes, and fingerprints (applicant will not be required to resubmit fingerprints on subsequent renewal applications);
4. Two portrait photographs of the applicant (at least two inches by two inches);
(5) The position or function the applicant is being hired to perform within such establishment, and the exact nature of the services to be provided under the requested License;

(6) The business, occupation, or employment of the applicant for the three years immediately preceding the date of application;

(7) Disclosure of any adult or juvenile criminal charges, including the jurisdiction in which charged, the offense date, the final disposition date, and the final disposition (i.e. convicted, diverted, dismissed);

(8) The Massage Therapy license history of the applicant, including any other similar license or permit issued by any licensing jurisdiction, and whether the applicant has had any such license or similar authorization revoked or suspended or voluntarily surrendered in lieu of revocation or suspension. In such event, the applicant will provide the reason therefor, and the business activity or occupation subsequent to such action of suspension, revocation, or surrender;

(9) The proposed Massage Establishment for which they will work, and whether it has a current or pending Massage Establishment License with the City;

(10) Proof of the education and experience requirements as provided by this Article;

(11) Authorization for the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the License; and

(12) Any other information deemed necessary by the City to review and process the application.

(c) **Renewals.** An applicant seeking the renewal of an existing License shall submit a renewal application and provide the City with that information or documentation necessary to update the applicants' former application.

(d) **Application Process.** Applications for a Massage Therapy License shall be submitted to the City Clerk, who shall transmit copies of completed applications to the Chief of Police and the Community Development Director for review. With the aid and input of the Chief of Police, the Community Development Directors, or their designees, the City shall determine whether the information contained in the application is accurate and whether the applicant is qualified to be issued (or reissued) the requested License. Such determination shall be made within twenty-one (21) days from receipt of the completed application is submitted, unless good cause exists to extend this period of time.

(e) **Issuance of License.** The City Clerk shall approve the issuance of a Massage Therapist License, unless it is found that:

(1) The applicant has been convicted of or diverted on (or any similar disposition) any of the following:
   (i) a felony;
   (ii) an offense involving sexual misconduct;
   (iii) an offense involving obscenity;
   (iv) promoting prostitution;
   (v) an offense involving a lewd or lascivious act;
   (vi) prostitution;
   (vii) patronizing a prostitute;
   (viii) an offense involving a breach of privacy;
   (ix) any sex offense as described in the Kansas Statutes Chapter 21, Article 55 (Sex Offenses) or comparable offense; or
(ix) any offense involving massage or Massage Therapy, or arising out of the individual's prior massage establishment(s) or individual therapist license(s) in the ten (10) years immediately preceding the date of the application;

(2) The applicant has knowingly made any false, misleading, or fraudulent statement of fact in the application or in any document required by the city in conjunction therewith;

(3) The applicant has had a Massage Establishment License, a Massage Therapy License or any other similar license, permit or other authorization denied, revoked, or suspended by the City or any other state, city or local agency, or has voluntarily surrendered the permit or license in lieu of revocation or suspension, within ten (10) years prior to the date of the application;

(4) The applicant has previously been issued a license, permit or other authorization for an adult entertainment business (as defined by the Leawood Development Ordinance) or escort service, or has been employed by any such establishment;

(5) The correct license fee has not been tendered to the City, and, in the case of a check or bank draft, honored with payment upon presentation;

(6) That the applicant has not successfully completed the education standards required under the provisions of this Article;

(7) The application is for work to be performed at a Massage Establishment that is unlicensed, or whose License has been suspended or revoked; or Any other application requirement has not been met.

(f) Upon approval of the application, the License Clerk shall issue the Massage Therapy License that shall be nontransferable and nonrefundable. If the application is denied, the applicant shall be immediately notified by certified mail, return receipt requested, mailed to the last known mailing address of the applicant. The notice shall state the basis for the denial and the opportunity for review by the City Administrator or their designee. The determination of the City Administrator, or their designee, is final.

(g) Upon denial, the applicant shall be ineligible to reapply for any license under this Article for a period of one year from the date of denial. A denied applicant can seek waiver of the one year ineligibility from the City Clerk, in writing, upon a showing of good cause.

(Ord. 1867C; 06-19-00)
(Ord. 2758C; 11-02-16)

5-511

Massage Therapy: Out Calls. Outcalls on residential or business premises of a Patron within the City are prohibited, unless performed or provided pursuant to this section. In no event is a massage therapist allowed to conduct Massage Therapy in a hotel or motel room, or similar setting.

(a) Residential Premises. Out Calls may only be conducted at a private residence at the direction of a licensed healing arts practitioner. In such event, the Massage Therapist shall provide to the License Clerk the name and address of the Patron, a copy of the licensed healing arts practitioner’s authorization, the date and time of the service, a description of the service, and the fees charged. Prior to any service being done at a private residence, the Massage Therapist must clearly state that he or she is a Licensed Massage Therapist, and the Patron must sign a form requesting the service. All such written requests shall be kept by the
Massage Therapist for a period of one year, and shall be produced for inspection when requested by any city officer.

(b) **Business Premises.** Out calls may only be conducted at a business when the following criteria are met.

1. The business hosting the Massage Therapist is currently licensed in the City of Leawood, or is exempt from licensure;
2. The massage is conducted by a Therapist currently licensed by the City of Leawood;
3. The massage is performed in a public setting (i.e. not in an office with a door capable of being locked), and the Patron is fully clothed; and
4. A sign-in log or register must be kept by the Licensed Massage Therapist and Massage Establishment for a period of one (1) year.

(Ord. 2561C; 08-06-12)
(Ord. 1867C; 06-19-00)

5-512 **Massage Therapy: Educational Requirements.**

(a) To qualify for a Massage Therapist license, an applicant must demonstrate that they have satisfied one of the following educational requirements:

1. Successful completion of a course of instruction, consisting of not less than 500 hours, in the theory, method, or practice of massage, from one or more approved schools (as defined in 5-501). All practical and/or modality instruction must be completed as in-classroom/hands-on instruction, while theory instruction can be completed online. Proof of completion must be made by certified transcript(s) signed by the school registrar, either presented with a raised seal or faxed or emailed directly to the City Clerk by the school; or

2. Proof of successful passage of the Board Certification exam administered by the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB).

(b) In addition to meeting the requirements of either subsection (a)(1) or subsection (a)(2), the applicant must have successfully completed certification in American Red Cross first aid and American Heart Association CPR or the equivalent, and provide current certification.

(Ord. 1867C; 06-19-00)

5-513 **Massage Therapy: Identification Cards.**

(a) Upon approval and issuance of a Massage Therapist License, the City shall issue the therapist an identification card.

(b) Such Identification Card shall bear the Massage Therapist’s name, license number, classification, physical description, and a photograph, and shall be laminated to prevent alteration.

(c) All Massage Therapists shall at all times have the City-issued Identification Card in their possession when working in a Massage Establishment or providing Out Calls. Such Identification Card shall be conspicuously worn on the Massage Therapist’s clothing, or be posted on the wall of the massage room in a conspicuous location.

(d) All Massage Therapists shall keep their License available for inspection at all times upon request of any person who by law may inspect the same.

(Ord. 1867C; 06-19-00)
5-514  Massage Therapy: Patron Registers.
All Massage Therapists issued a License pursuant to the provisions of this ordinance shall keep a daily register of all Patrons in a form approved by the License Clerk. Such register shall list the Patrons' names, addresses, hours of arrival, and, if applicable, the rooms or cubicles assigned. Said register shall at all times during business hours be subject to inspection by City inspectors and police officers, and shall be kept on file for one year. Such register may be kept and supervised by the Massage Establishment as provided for hereafter.
(Ord. 1867C; 06-19-00)

5-515  Massage Therapy: Applicability to Existing Massage Providers.
(a) An individual licensed to perform Massage Therapy within the City at the time this ordinance is enacted, and who does not meet the education requirements described above, may be exempted by the City from such education requirements for thirty-six (36) months past the date of enactment as long as such individual meets the following conditions:

(1) At the time of their license renewal, such individual is currently practicing and has practiced Massage Therapy within the City during the previous twenty-four (24) months pursuant to a valid Leawood Massage Therapist license; and

(2) Such individual will provide all future Massage Therapy in conjunction with a Licensed Massage Establishment, and has applied for and meets all other licensing requirements for a Massage Therapist; and

(3) Such individual is actively enrolled in and currently attending classes in a course of instruction in the theory, method or practice of Massage, in order to meet the City's educational requirements, or is signed up to take the National Certification Examination for Therapeutic Massage and Bodywork, as authorized above.

(b) Individuals licensed with the City as a Massage Therapist for at least five (5) consecutive years immediately preceding the effective date of this ordinance may renew that license notwithstanding their inability or failure to satisfy the minimum education requirements set forth in this Article, and may continue to renew such license so long as there are no lapses in active licensure and the individual continues to satisfy all other requirements of this Article.

(Ord. 1867C; 06-19-00)

5-516  Massage Therapy: Revocation or Suspension of License.
(a) A Massage Therapist License issued by the City may be revoked by the City Clerk where it is found that:

(1) The Massage Therapist refused to permit, or hindered, a duly authorized police officer or City representative from conducting any lawful investigation or inspection pursuant to this Article;

(2) The Massage Therapist has been convicted of or entered diversion on any offense listed in Section 5-510(e); or

(3) Any of the provisions of this Article have been violated, including, but not limited to providing false information on the application or failure to meet application standards.

(b) A Massage Therapist License issued by the City may be suspended by the City where it is found that the Massage Therapist has been charged with any offense listed in Section 5-510(e). The suspension shall remain in effect until a court of
competent jurisdiction rules on the criminal offense, unless the massage
therapist files an appeal in accordance with Section 5-516(c).

(c) Before revoking or suspending the Massage Therapist License, the City shall
give the Massage Therapist at least ten (10) days written notice and the
opportunity for review by the City Administrator or their designee. If the Therapist
requests review, the revocation or suspension will be stayed pending the review,
but in no event more than fourteen (14) days from the original effective date of
the suspension or revocation. The City Administrator, or their designee, may
uphold the revocation or suspension or may rescind the revocation or
suspension, and if applicable, specify certain conditions and stipulations
therewith. The decision of the City Administrator, or their designee, is final.

(Ord. 1867C; 06-19-00)

5-517 Massage Therapy: Change of Employment.
A Massage Therapist shall notify the City of any change in employment within ten
(10) days of the change. This shall include a change in the therapist’s employer,
or the addition or reduction of location types. The therapist will be required to get
a new identification card from the City and pay any applicable fees.

5-518-519 Reserved.

(Ord. 1887C; 06-19-00)

5-520 Massage Establishment: License.
(a) Generally. No person shall operate a Massage Establishment within the City
without first obtaining a valid Massage Establishment License issued by the City
pursuant to the provisions of this Article. To receive a License for operating and
conducting a Massage Establishment, the applicant must meet the requirements
as provided for hereafter. A Massage Establishment License does not authorize
the Licensee to perform and provide Massage Therapy. A Massage
Establishment License shall be required to operate a business to provide Out
Calls.

(b) Application. Applicants for a License to operate a Massage Establishment within
the City shall file a written application with the City Clerk and pay a
nonrefundable annual fee. The application shall provide the following information
for each stockholder holding more than 10% of the stock, each director, officer,
partner, limited partner, member, and any manager or other person principally in
charge of the business operations of the proposed establishment, hereinafter
referred to as "applicant":

(1) The full legal name, address and telephone number of the applicant or
entity applying for licensure. If the applicant is an entity, proof it is
properly registered with the Kansas Secretary of State;

(2) Written evidence that the applicant is at least 18 years old by providing a
copy of a current state or federally issued form of identification;

(3) The exact nature of the services to be provided under the requested
License and the proposed place of business and facilities therefor;

(i) Operation of an establishment in a private residence or
noncommercial business establishment is prohibited.

(ii) Operation of an establishment in a hotel or motel is prohibited.

(4) The business, occupation, or employment history of each applicant for the
three years immediately preceding the date of application;
(5) Disclosure of any adult or juvenile criminal charges for each applicant, fully disclosing the jurisdiction in which charged, the offense date, the final disposition date, and the final disposition (i.e. convicted, diverted, dismissed);

(6) The Massage Therapy and Massage Establishment License history of each applicant, including any other similar license or permit issued by any licensing jurisdiction, including whether any applicant has ever had any license, permit, or similar authorization revoked or suspended by the City or any other state, city, or local agency, or has voluntarily surrendered a permit or license in lieu of revocation or suspension. In such event, the applicant will provide the reason therefor, and the business activity or occupation subsequent to such action of suspension, revocation, or surrender;

(7) A list of all Massage Therapists working in the Massage Establishment (if known at the time of application) and proof that such Massage Therapists are properly licensed (to be updated as necessary);

(8) Authorization for the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the License; and

(9) Any other information deemed necessary by the City to review and process the application.

(c) Renewals. An applicant seeking the renewal of an existing License shall submit a renewal application and provide the City with that information or documentation necessary to update the applicants’ former application.
(d) **Application Process.** Applications for a Massage Establishment License shall be submitted to the City Clerk, who shall transmit copies of completed applications to the Chief of Police and the Community Development Director for review. With the aid and input of the Chief of Police, the Community Development Director, the Building Official, or their designees, the City shall determine whether the information contained in the application is accurate and whether the applicant is qualified to be issued (or reissued) the requested License. Such determination shall be made within twenty-one (21) days from receipt of the completed application, unless good cause exists to extend this period of time.

(e) **Inspections.** As part of the application process, the Massage Establishment shall be subject to inspections as provided by Section 5-522.

(f) **Issuance of License.** The City Clerk shall approve the issuance of a License for a Massage Establishment, unless it is found that:

1. Any applicant has been convicted of, or diverted on (or any similar disposition) any of the following:
   - (i) a felony;
   - (ii) an offense involving sexual misconduct;
   - (iii) an offense involving obscenity;
   - (iv) promoting prostitution;
   - (v) an offense involving a lewd or lascivious act;
   - (vi) prostitution;
   - (vii) patronizing a prostitute;
   - (viii) an offense involving breach of privacy;
   - (ix) any sex offense as described in the Kansas Statutes Chapter 21, Article 55 (Sex Offenses) or comparable offense; or
   - (x) any offense involving massage or Massage Therapy, or arising out of the applicant's prior massage establishment(s) or individual therapist license(s) in the ten (10) years immediately preceding the date of the application;

2. Any applicant has knowingly made any false, misleading, or fraudulent statement of fact in the application or in any document required by the City in conjunction therewith;

3. Any applicant has had a Massage Establishment License, a Massage Therapy License or any other similar license, permit or other authorization denied, revoked, or suspended by the City or any other state, city or local agency, or has voluntarily surrendered the permit or license in lieu of revocation or suspension, within ten (10) years prior to the date of the application;

4. Any applicant has previously been issued a license, permit or other authorization for an adult entertainment business (as defined by the Leawood Development Ordinance) or escort service, or has been employed by any such establishment;

5. The correct license fee has not been tendered to the City, and, in the case of a check or bank draft, honored with payment upon presentation;

6. The operation as proposed by the applicant would not comply with all applicable laws including, but not limited to, the City's code or building, zoning, and health ordinances and regulations;

7. Any applicant would be ineligible to receive a License under the provisions of this Article;
(8) The applicant has failed to successfully complete any applicable health, safety, building, and/or fire inspections; or
(9) There are facts present related to a familial, personal, or professional relationship between any applicant or Establishment Representative and any individual who has previously been denied a license or had a license revoked, suspended, non-renewed, or voluntarily surrendered in lieu of suspension or revocation, and is unable to maintain an establishment license under this Article, which reasonably indicate that the establishment’s operations would be influenced by that/those individual(s); or
(10) Any other application requirement has not been met.

(g) Upon approval of the application, the City shall issue the Massage Establishment License that shall be nontransferable. If the application is denied, the applicant shall be immediately notified by certified mail, return receipt requested, mailed to address as provided on the application. The notice shall state the basis for the denial and the opportunity for review by the City Administrator or their designee. The determination of the City Administrator, or their designee, is final.

(h) Upon denial, the applicant shall be ineligible to reapply for any license under this Article for a period of one year from the date of denial. A denied applicant can seek waiver of the one year ineligibility from the City Clerk, in writing, upon a showing of good cause.

(Ord. 1867C; 06-19-00)
(Ord. 2758C; 11-02-15)

5-521 Massage Establishment: Display of Licenses.
A Massage Establishment shall at all times display in an open and conspicuous place its Massage Establishment License.

(Ord. 1867C; 06-19-00)

5-522 Massage Establishment: Inspection.
(a) Inspection of Proposed Massage Establishment. No business shall be operated or conducted at any proposed Massage Establishment, nor shall any Massage Establishment License be issued until an inspection by the Community Development Director, Building Official, or their designees, has been completed. The Community Development Director, Building Official, or their designees, shall certify that the proposed Massage Establishment complies with all of the requirements of the Leawood City Code, the Leawood Development Ordinance, and this Article and shall give such certification to the City Clerk; provided, however, that nothing contained herein shall be construed to eliminate other requirements of law concerning the maintenance of the premises, nor to preclude authorized inspections thereof.

(b) Supplemental Inspections. The Police Department, the Community Development Director, the Building Official, or their designees, may from time to time make an inspection of each Licensed Massage Establishment in this City for the purposes of determining that the provisions of this Article are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any Licensee or Establishment Representative to fail to allow such inspector immediate access to the premises or to hinder such inspector in any manner. Any failure on the part of a Licensee or Establishment Representative to grant immediate access to such inspector shall be grounds for
the revocation of the Massage Establishment License and Massage Therapist License, as applicable.

(Ord. 1867C; 06-19-00)

5-523 Massage Establishment: Facilities. The operation of a Massage Establishment and the provision and performance of Massage Therapy shall be subject to the following regulations:

(a) Massage Rooms. Rooms in which Massage Therapy is to be practiced or administered shall:
(1) Have at least fifty (50) square feet of clear floor area;
(2) Maintain a light level of not less than two (2) foot-candles as measured three (3) feet above the floor;
(3) Contain a door incapable of being locked from the exterior or interior; and
(4) Be equipped with approved receptacles for the storage of soiled linen.

(b) Dressing Rooms. Provisions for a separate dressing room for each sex must be available within all Massage Establishments. Doors to such dressing rooms shall open inward and shall be self-closing. The dressing room can be the therapy room, provided that no Establishment Representative is present during dress or undressing.

(c) Toilet Facilities. Toilet facilities shall be provided in convenient locations. When five or more employees and Patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. Urinals may be substituted for water closets after one water closet has been provided. The separate toilet facilities shall be designated as to the sex accommodated therein.

(d) Lavatories or Wash Basins. Lavatories or wash basins shall be provided in either the toilet room or a vestibule with both hot and cold running water. Soap in a dispenser and sanitary towels shall also be provided. Table showers and bathtubs are prohibited.

(e) Cleanliness of Establishment. Every portion of a Massage Establishment, including appliances, shall be kept clean and operated in a sanitary condition.
(1) The walls shall be clean, and the walls shall be painted with washable, mold-resistant paint in all rooms where steam is used.
(2) Floors shall be free from any accumulation of dust, dirt, or refuse.
(3) All equipment used in the business's operation shall be maintained in a clean and sanitary condition.
(4) Wet and dry heat rooms, showers and toilet rooms shall be thoroughly cleaned each day the business is in operation.

(f) Towels and Linen. Clean, laundered sheets and towels shall be provided to Patrons for use. Such items shall be laundered after each use and stored in a sanitary manner. Towels, cloths and sheets shall not be used for or by more than one Patron.

(Ord. 2548C; 07-02-12)
(Ord. 1867C; 06-19-00)

5-524 Massage Establishment: Operation Regulations.

(a) Hours. Such business shall be closed and operations shall cease between the hours of 10:00 p.m. and 6:00 a.m. each day. Out Calls are not permitted between the hours of 9:00 p.m. and 8:00 a.m. each day.

(b) Supervision. The Massage Establishment Licensee or a manager shall personally supervise the premises all times when open for business and shall not violate or permit others to violate any applicable provision of this Article. Any
violation of any provision of this Article by any Establishment Representative shall constitute a violation by the Licensee.

(c) **Conduct of Business.** The Massage Establishment Licensee shall at all times be responsible for the conduct of business at their Massage Establishment and for any act or conduct of their Establishment Representatives which constitutes a violation of the provisions of this Article, regardless of whether or not the Licensee is physically present at the time of violation. Any violation of city, state, or federal laws committed on the premises by any licensee or Establishment Representative affecting the eligibility or suitability of such person or entity to hold a License may be grounds for suspension or revocation of same.

(d) **Patron Attire.** No Establishment Representative shall be present in any room or area with a Patron, or allow any other person to be present in a room or area with a Patron (except as may be required under the provisions of the Americans with Disabilities Act) unless the Patron’s Specified Anatomical Areas are fully covered by opaque towels, clothes, or undergarments.

(e) **Illegal Contact.** Any contact by a Licensee or Establishment Representative with a Patron’s pubic region, genital area, perineum, anal region, or the area of the female breast that includes the areola and nipple is strictly prohibited.

(f) **Employee Attire.** All Establishment Representatives shall be fully clothed and covered, modestly attired, clean, and wearing clean outer garments. For purposes of this subsection, fully clothed and covered means a state of dress in which the covering shall be of an opaque material that covers the chest, buttocks, and genital area at all times. Diaphanous or transparent clothing is prohibited.

(g) **Identification Card.** All Massage Therapists shall at all times have the City-issued Identification Card in their possession when working in a Massage Establishment or performing and providing Out Calls. Such Identification Card shall be conspicuously worn on the Massage Therapist’s clothing, or be posted on the wall of the massage room in a conspicuous location.

(h) **Danger to Safety or Health.** No service shall be given which is clearly dangerous or harmful to the safety or health of any person.

(i) **Alcoholic Beverages.** No alcoholic beverages or cereal malt beverages, nor the consumption thereof, shall be allowed in or upon any Licensed Massage Establishment, or during any Out Call; provided this restriction shall not apply to businesses where the Licensed Massage Therapy is accessory to the predominant business purpose of the establishment; provided further that no alcohol is permitted on that portion of the premises where the Massage Therapy occurs.

(j) **Overnight Sleeping Prohibited.** No individual shall sleep, reside, or inhabit a Massage Establishment between the hours of 10:00 p.m. and 6:00 a.m. Prima facie evidence of violating this provision includes, but is not limited to, the presence of a cot, sleeping bag, air mattress, bed mat, or bed.

(k) **Minors.** No Massage Therapist or Employee Representative shall perform or permit any Massage Therapy to be provided to a person under the age of 18, unless that person is accompanied to the establishment by a parent or legal guardian, the parent or legal guardian remains at the establishment during the massage, and the parent or legal guardian has authorized such therapy in writing.

(Ord. 2391C; 04-20-09)

(Ord. 1867C; 06-19-00)
5-525 Massage Establishment: Employee and Patron Registers.

(a) Employees. A Massage Establishment shall keep and maintain on the premises a current register of all Establishment Representatives showing such individual's full name, home address, position, and will include a copy of a government-issued photo identification and a copy of each Massage Therapy License (if applicable). Such register shall be open to inspection at all reasonable times by any city representative or police officer, and shall be kept on file for one year.

(b) Patrons. A Massage Establishment shall keep and maintain on the premises a daily register of all Patrons in a form approved by the City. Such register shall list each Patron's first and last name, home address, phone number, and time of arrival. The Massage Establishment shall make every effort to verify the Patron's name by viewing a government issued photo ID. If no photo ID is produced, the log shall so indicate. The Patron register shall also include the service(s) received, and the full name of the Establishment Representative who performed the service(s). Said register shall be subject to inspection by City inspectors and police officers at all times during business hours, and shall be kept on file for one year.

(Ord. 1867C; 06-19-00)

5-526 Massage Establishment: Restrictions on Place of Business. (Repealed)

(Ord. 1867C; 06-19-00)

5-527 Massage Establishment: Revocation or Suspension of License.

(a) A Massage Establishment License may be revoked by the City where it is found that:

1. Any Establishment Representative refused to permit, or hindered, a duly authorized police officer or City representative from conducting any lawful investigation or inspection pursuant to this Article;

2. The Licensee, or any applicant required to be disclosed per Section 5-520, has been convicted of or entered diversion on any offense listed in Section 5-520(f); or

3. Any of the provisions of this Article have been violated, including, but not limited to providing false information on the license application, or failure to meet application standards.

(b) A Massage Establishment License issued by the City may be suspended by the City where it is found that the Licensee, or any applicant required to be disclosed per Section 5-520, has been charged with any offense listed in Section 5-520(f). The suspension shall remain in effect until a court of competent jurisdiction rules on the criminal offense, unless the massage therapist files an appeal in accordance with Section 5-516(c).

(c) Before revoking or suspending the Massage Establishment License, the City shall give the Massage Establishment at least ten (10) days written notice of the charges and the opportunity for review by the City Administrator or their designee. If the Establishment requests review, the revocation or suspension will be stayed pending the review, but in no event more than fourteen (14) days from the original effective date of the suspension or revocation. The City Administrator, or their designee, may uphold the revocation or suspension or may rescind the revocation or suspension, and if applicable, specify certain conditions and stipulations therewith. The decision of the City Administrator, or their designee, is final.
5-528 Penalty

Any person convicted of violating any of the provisions of this Article shall, upon conviction thereof, be punished by a fine of not less than One Hundred dollars ($100.00) nor more than One Thousand dollars ($1,000.00), or by imprisonment not exceeding 180 days, or by both such fine and imprisonment.

SECTION TWO: This ordinance shall be construed as follows:

A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

B. Savings Clause. The repeal of articles and sections, as provided herein below shall not affect any rights acquired, fees, fines, penalties, forfeitures or liabilities incurred there under, or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fees, fines, penalties, forfeitures, liabilities and actions therefore.

C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Code or other Ordinances.

SECTION THREE: That existing Article 5 of Chapter 5 and any provisions in conflict herewith are hereby repealed.

SECTION FOUR: This ordinance shall take effect and be in force from and after its publication in accordance with law.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
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199 checks in this report.

Grand Total All Checks: 506,537.53
Minutes

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

Councilmembers Absent: James Azeitine and Andrew Osman

Staff Present: Scott Lambers, City Administrator
Mark Tepesch, Info. Services Specialist III
Chris Claxton, Parks and Rec Director
David Ley, Public Works Director

Patty Bennett, City Attorney
Chief Troy Rettig, Police Department
Kelly Varner, City Clerk

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

1. PLEDGE OF ALLEGIANCE – Scouts from Troop 395 presented the colors and led the Pledge of Alliance.

2. APPROVAL OF AGENDA

Mayor Dunn stated that Councilmember Filla will make a comment under Item No. 9.

A motion to approve the modified agenda was made by Councilmember Rawlings, seconded by Councilmember Larson. Motion was approved with a unanimous vote of 6-0.

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 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 – National Engineers Week, February 16-22, 2020

Mayor Dunn read the proclamation into the record to recognize National Engineers Week. David Ley received the proclamation.

5. PRESENTATIONS/RECOGNITIONS - None

6. SPECIAL BUSINESS - None

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

A. Accept Appropriation Ordinance No. 2019-54; 2020-2, 2020-3 and 2020-4
C. Accept minutes of the November 21, 2019 Tree Committee
E. Resolution No. 5302, approving and authorizing the Mayor to execute a contract change order in the amount of $30,819.50, between the City and J. Warren Co., Inc. pertaining to the Mission Road Street Lights Project [Project #82074] (PW)
F. Request to approve 1st and Final payment to EVERGY [f/k/a Kansas City Power & Light Company] dated January 7, 2019, pertaining to undergrounding utilities on Mission Road, for a total amount not to exceed $552,432.02 [#82074] (PW)
G. Resolution No. 5303, approving and authorizing the Mayor to execute an Interlocal Agreement between the City of Leawood and the Board of County Commissioners of Johnson County pertaining to the Public Improvement Project of Lee Boulevard from 83rd Street to 95th Street. [# 72054] (PW)
H. Resolution No. 5304, accepting new GASB-34 Public Infrastructure in accordance with GASB-34 Guidelines of Reporting Inventory of Assets for property located on Catalina in Cherry Creek, Condolea and Overbrook Road in Leawood South, and Pembroke Circle in Leawood South pertaining to the 2018 CMP Replacement Project [#80255] (PW)
I. Resolution No. 5305, accepting new GASB-34 Public Infrastructure in accordance with GASB-34 Guidelines of Reporting Inventory of Assets for property located along Wenongla from 93rd to 95th Street, and in the 2800 and 2900 blocks of 92nd Street, and the 9200 block of Manor pertaining to the 2019 Residential Reconstruction Project, Phase 2 [#80219] (PW)
J. Resolution No. 5306, accepting new GASB-34 Public Infrastructure in accordance with GASB-34 Guidelines of Reporting Inventory of Assets for property located along Mission Road between 95th and 92nd Street pertaining to the Mission Road Street Lights Project (Ranch Mart to 92nd Street) [#82074] (PW) - Approved
K. Approve 3rd and final pay request in the amount of $46,451.38 to J. Warren Company, Inc., pertaining to the Mission Road Street Lights project, Ranch Mart to 92nd Street [#82074] (PW)
L. Approve 10th and final pay request in the amount of $21,300 to Kissick Construction Co, Inc. pertaining to the 2018 CMP Replacement Project [# 80255] (PW)
M. Approve 4th and final pay request in the amount of $5,689.50 to G-B Construction LLC, pertaining to the 2019 Residential Reconstruction Project, Phase 2 [#80219] (PW)
N. Resolution No. 5307, approving and authorizing the Mayor to execute contract change order No. 3 in the amount of $6,920.00, between the City and Bruner Contracting Company LLC, pertaining to the design/build of a two bay addition to the Public Works Maintenance Facility [Project #76050] (PW)
O. Resolution No. 5308, approving and authorizing the Mayor to execute an Interlocal Agreement and letter of understanding by and between Leawood and the cities of Prairie Village, Mission, Merriam, Fairway, and Roeland Park pertaining to the 2020 SuperPass Program at the Aquatic Center, located at 10601 Lee Boulevard (PR)

Mayor Dunn pulled Item Nos. 7B and 7D.
A motion to approve the remainder of the Consent Agenda was made by Councilmember Harrison, seconded by Councilmember Sipple. Motion was approved with a unanimous vote of 6-0.

B. Accept minutes of the January 21, 2020 Governing Body meeting

Mayor Dunn noted that Chamber President gave an edit to the City Clerk.

A motion to approve Item No. 7B was made by Councilmember Cain, seconded by Councilmember Sipple. Motion was approved with a unanimous vote of 6-0.

D. Approve Mayoral Appointments of Council Liaisons and Volunteers for Committees, Commissions, and Boards [Effective March 1, 2020]

Mayor Dunn stated that none of the new appointees were present but wanted to express appreciation to all volunteers who serve and also to those at the dais because of their service as councilmembers but also as liaisons to various groups.

A motion to approve Item No. 7D was made by Councilmember Filla, seconded by Councilmember Larson. Motion was approved with a unanimous vote of 6-0.

8. MAYOR’S REPORT
A. Congratulations to our Kansas City Chiefs for winning the 2020 Super Bowl LIV. We are thrilled for the team, the coaches, the fans, and all of us. Hope all goes well for Wednesday parade.

B. Congratulations and appreciation to Chairman Bette Monson and the I-Lan Sister Committee and Staff Liaison Julie Berger for orchestrating a great celebration ringing in the year of the Rat. There was a very nice crowd in attendance at Vista 154, including nearly all City Councilmembers and City Administrator, Scott Lambers.

C. Mayor Dunn also thanked City Administrator, Scott Lambers, Director of Parks and Recreation, Chris Claxton, Information Services Director Ross Kurz, City Attorney, Patty Bennett and City Clerk, Kelly Varner and additional department heads who assisted with planning for the State of the City event. Nearly all Councilmembers attended to hear the many achievements that took place throughout 2019. Thank you all!

D. Congratulations to Fire Chief Dave Williams who published a terrific 2019 Annual Report. Of particular interest in the report was his announcement that he would be retiring in March 2020. No one is pleased to hear this news, but we understand his desire to move on while still in excellent health and able to enjoy another chapter in his life’s journey. Fire Chief Williams will be publicly and appropriately acknowledged at a future City Council meeting.

Mr. Lambers stated that the calendar calls for two internal candidates to replace him, which he will interview and make a recommendation at the March 2, 2020 meeting.

E. Congratulations to Police Chief Troy Rettig and his fine department on receiving another award for 2020. LendEDU just released their study, and Leawood was ranked 371st
safest city in the United States but No. 1 in the State of Kansas. They use the FBI’s crime database and rank the area’s violent crime rate as well as all other crimes.

F. Congratulations to Rick Robinson and Leawood Rotary Club, who will be celebrating 25 years of “Service Above Self” on February 22nd, 2020 at Vista 154. Councilmembers Lisa Harrison, Jim Rawlings and Chuck Sipple, as well as Information Services Director Ross Kruz, are proud Rotarians. I am also honored to be an honorary member.

G. Mayor Dunn shared that the February 2020 issue of 435 Kansas City magazine, has a four page feature of Leawood’s Paros Estiatorio Restaurant in Mission Farms. I have dined there a couple of time and it is very delicious.

9. COUNCILMEMBERS’ REPORT

Councilmember Filla pointed out that the bamboo shoots are from the City of I-Lan as a thanks for support. They are available for the members to take home. She pointed out that next year’s Lunar New Year will be celebrated on February 28th, which is the Year of the Ox.

Mayor Dunn asked if Vista 154 would be available that evening.

Councilmember Filla confirmed that it is and stated that the event this year had great attendance and positive feedback.

10. CITY ADMINISTRATOR REPORT

Mr. Lambers stated that the parade on Wednesday is expected to have 2-3 times the attendance of the Royals and that the department heads will be hosting parade watch parties in their respective buildings.

11. STAFF REPORT - None

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION - None

13. OLD BUSINESS - None

14. OTHER BUSINESS - None

15. NEW BUSINESS

A. Ordinance amending Chapter 5, Article 5 of the Code of the City of Leawood, 2000, pertaining to Massage Establishments and Massage Therapists and repealing existing Article 5, and other sections in conflict herewith - CONTINUED TO MARCH 2, 2020 GOVERNING BODY MEETING.

B. Cancel the Governing Body meeting scheduled for February 17, 2020

A motion to approve Item 15B was made by Councilmember Filla, seconded by Councilmember Harrison. Motion was approved with a unanimous vote of 6-0.

The next regular meeting of the Leawood Governing Body will be
Monday, March 2, 2020
C. Schedule Governing Body meeting on March 2, 2020 at 7:00 P.M.

A motion to approve Item 15C was made by Councilmember Harrison, seconded by Councilmember Larson. Motion was approved with a unanimous vote of 6-0.

ADJOURN

*Meeting was adjourned at 7:17 PM*
Welcome, Introductions, and News
- Members greet. Guests are welcomed and introduced.

The SAB meeting came to order
- Bill Schutte makes a motion to approve the amended agenda, Alicia Jennings second. The motion passed unanimously.
- Alicia Jennings makes a motion to approve the October 10, 2019 minutes, Bill Schutte second. The motion passed unanimously.

Metro KC Climate Action Coalition – Alicia Jennings
- Members received a copy of the book “Drawdown” by Paul Hawken who was a speaker at the environmental climate change conference in Johnson County last September.
- Alicia Jennings opined 2 red flags about climate change. One, climate change is the largest threat to our national security, as per Chris King, a retired Brigadier General from Leavenworth. She shared several examples to support that theory. Two, according to Paul Hawken, climate change is like a car speeding to a cliff. The faster you go, the faster you are going over the cliff. If you slow down, you are still going over the cliff, it will just take longer to get there, but it’s still going to happen. In his opinion, there is no time to waste and things must be done now.
- Members discuss other conference issues including composting, free bus rides, parking subsidies, recycling questions and minimizing commercial trash from businesses and construction sites, an issue that was brought up at the last meeting by County Commissioner Becky Fast. Chair Sipple suggests scheduling WM or WCA to a discussion at a future meeting. Bob Pierson agreed to coordinate.

Update on Elimination of Plastic Bags – Alicia Jennings
- Alicia Jennings and Kathy Corbin are proposing to form a task force of 5-7 people (3 for, 3 against and 1 environmental expert) to study the environmental problems of single use plastics and design a plan to see what works, what’s realistic, and how long it may take to see some reduction. Alicia Jennings and Kathy Corbin would like to see significant work in 2020. They want to include Mimi Moffit, the head of a similar task force formed last October in Wichita. Kathy Corbin has been in contact with Lori Lawrence, also of Wichita and involved with the single-use plastic issue.
- Chair Sipple is interested in Hawaii’s progress on the elimination / reduction in single-use plastics.
- Bill Schutte suggests more language in the proposal to form a task force. He would like it to be more definitive and not just a concept when it is presented to Council. He is suggesting a council report. Council Member Debra Filla and Mark Claramidaro provided their input of what should be included, objectives and expected recommendations. The more this board prepares for the better the outcome.
  - To be more helpful to the Council is for the committee to answer these questions:
    - What is the magnitude of this problem?
    - Why is this committee pursuing it?
    - Why limiting and / or prohibiting single-use plastic makes sense to our streets and parks.
- Suggested contact is Craig Wood of Johnson County Environmental. He does the landfill analysis and would be able to provide the stats of how much plastic there is in the landfill. Food waste is the number 1 waste in the landfill.
- Alicia Jennings, Kathy Corbin and Bill Schutte will work on their proposal to present at the next meeting. Dr. Shelley Bhattacharya would like to have focus groups to engage the community, to learn what is important
and what has value. Also suggested are surveys or questionnaires for the HOA meeting. This is not a precursor to the meeting but rather a building block as to additional input.

**Metro KC Climate Coalition – Council Member Debra Filla**
- Debra Filla reviews how this coalition came to be. This was initiated at a regional level by Roeland Park Mayor Mike Kelly and Shawnee Councilwoman Lindsey Constance.
- Kansas City is 5th in terms of cities that will be impacted by global change.
- Brian Anderson in Parks & Recreation and Dave Roberts in Public Works attended the Academy for Climate Change for Professionals recently. They may be able to give a brief report for the January meeting. Others have attended too.
- Debra Filla shared news of an award presented to Kansas City is part of the European Commission’s International Urban Cooperation of Regional and Metro Scale Climate Leaders to support and help with a climate action plan. Kansas City is one of four U.S. regions selected by the Global Covenant of Mayors for Climate & Energy to receive technical assistance to develop a regional Climate Action Plan. Other regions selected are Chicago, Denver and Washington D.C.
- **Goals:**
  - Draft a regional Climate Action Plan
  - Develop State legislative platforms for climate action
  - Create a policy playbook of solutions that can be implemented by municipal elected leaders
  - Facilitate an annual Climate Action Summit
- Debra Filla can send out the link of the conference. She is asking for support, participating in every level of sustainability as a City and work towards mitigation of climate change. She will make the recommendation to Council. When the plan comes out she would like a work session to see which one they can tackle first. For example, chemical lawns are an issue for water as well as children and pets. Three inches of turf doesn’t absorb water and it runs off, impacting native plants. She shares what she would like to do for her yard. Members discuss this further along with other concerns such as lake algae blooms.
- Debra Filla requests a motion to ask City Council to support and participate in this Climate Action Plan that is coming out. A brief discussion on native plantings and city ordinances follows. She reiterates that the core of this board is to support sustainability and this is simply saying that we think climate change needs to be addressed and support solutions for it. That’s all that recommendation is saying. Members discuss it further. She will forward the recommendation to participate and support the Metro Kansas City Climate Action Coalition.
- Vice-Chair Harrison and Erin Chacey have been and are currently participating with Metro Kansas City Climate Action Coalition.
- Debra Filla reiterates that in the beginning, this (SAB) board was citizen education based. This Climate Action Plan is a much broader action plan for the city to embark upon. It is not the charter of this group to say how the City is run, to look at ordinances, or to determine what the Planning Commission is going to do but simply working with HOAs. Recommendations from this (CA) committee goes beyond the scope of this committee. The committee will not be involved. The staff will be looking at implementing a change in the ordinance to allow for native grasses to be done, etc. This committee does not have the skillset to manage the building, etc. All the board can do is support.

- **Jim Potter makes a motion to recommend to City Council to support and participate in this Climate Action Plan that is coming out. Erin Chacey second the motion. The motion passes unanimously.**

- A brief discussion concerning the motion request.

- **Bill Schulte makes an amended motion to recommend to City Council that this committee supports participation in the Metro Kansas City Climate Action Coalition. Mark Ciaramitaro second the motion. The motion passes unanimously.**

**Theme of HOA Sustainability Summit – April 16, 2020**
- Guest Dennis Patton, Jo Co Extension Agent, is unable to speak at the HOA Sustainability Summit as he will be out of town that day (in Liberal, Kansas). Members discuss options for speakers (Deep Roots Organization, etc.), topics, goals and moving dates.
Theme is: Practical Lawns and Sustainable Landscaping for Residential and Common Areas. The audience is: HOAs.

Speaking to the committee, Dennis Patton shares other options to consider. He speaks highly of Deep Roots Organization, Grow Native, and more. He suggests the board consider speakers that best matches Leawood within the theme. His root systems slides are fabulous but they maybe at a higher level than what is expected at the meeting. There’s a lot of people who do not understand what is being suggested so Leawood may need to start off with basic ideas and grow from there with enlightenment, encouragement and education. For many residents, this theme is new to them. He suggests speaker William Roth Gibson of Down to Earth Services.

From an HOA standpoint, residents want to know how to choose and nurture successful perennials, cheaper native plants, save money on common areas, lawns that look good, pesticides, and abide by the rules of Leawood. More practical applications at this time. Dennis Patton feels that William Roth Gibson is the speaker for Leawood. He is practical, works with rain gardens and native plants. He can also have his staff be there to educate residents. Scott Gamed like the staff idea and suggested they have “I’m a Master Gardener, Ask Me a Question” sticker. Then they could float around the room. Great idea! Members discuss other ideas for the meeting such as native grasses like a blue grass rescue lawn and lawn alternatives.

Mark Ciaramitaro suggests that Chair Sipple secure William Roth Gibson ASAP. Marica Putman reminds Chair Sipple of the upcoming Parks & Recreation Program Guide deadline for the HOA Sustainability Summit Ad. Chair Sipple sums up tasks to select a new speaker, provide a vendor table for Dennis Patton’s group with Master Gardner stickers, and more. At the last meeting, Erin Chacey volunteered to come up with some vendor prospects that are related to the present topic.

Community Gardens Update – Council Member Debra Filla

Task force was extended to November.

The task force made a recommendation to get a permanent site for a community garden. With help from Chris Claxton, David Levy, and Brian Anderson, space was found at Ironwoods Park underneath the KCP&L utility lines next to the maintenance building. Tasks left to do is adding 3 parking slots and teeing off the water. After the updates she will update the recommendation for a permanent garden at the council meeting on Monday.

Chair Sipple asked whether this Community Garden community should be under Parks & Recreation Board rather than SAB. One of the recommendation is to determine if the task force could continue for another year, help with implementation plans for the permanent garden, and come up with a structure for it like the tree board as a subcommittee or a subcommittee to Parks & Recreation Board. Mark Ciaramitaro volunteers to help with contracts, by-laws, etc. He has had a lot of experience with community gardens.

Mission Trail Elementary Grant Request

In the past, this committee has provided grants to schools that did various sustainability projects.

Mission Trail Elementary School has made an application to enable them to continue composting food waste from their cafeteria.

The grant award is $500. The principal is Mrs. Debra Bond and is 100% behind this.

Chair Sipple makes a recommendation to approve this grant for Mission Trail Elementary. Mark Ciaramitaro makes a motion. Dr. Shelley Bhattacharya second the motion. The motion passes unanimously.

Mark Ciaramitardo asks that at the end of the year, the school provide a note of their success or not that is measurable.

The Blue Valley School District is not 100% in favor of food waste composting. It may be discontinued due to the high costs of the program. Chair Sipple and Chris Claxton shared their previous visit at the school. The committee has grant money to give out but the schools are not interested. Jim Potter had a similar application from Prairie Star. It was successful but they have not submitted another application. Dr. Shelley Bhattacharya described what she has seen in the schools with sealed milk being tossed into trash, After talking with the Blue Valley head nutritionist, they went with one milk instead of two. Chair Sipple requested that Erin Chacey and Dr. Shelley Bhattacharya work together to approach Leawood Elementary and Prairie Star principals about applying for grants in January. Members discuss this further. Shawnee Mission School District has made this waste composting part of their program.
Erin Chacev shares that Mrs. Debra Bond has been supportive but that this is not an out of sight, out of mind issue but rather a budgetary one at Mission Trail Elementary. She almost cancelled the composting program this year and going forward. The $500 grant does not cover all the expenses. It is more like $2,000. Mrs. Debra Bond has even paid for bags out of her own pocket. Blue Valley School District does not realize they should be participating and supporting this composting program. It is because of the parents at Mission Trail Elementary that it was brought back. She suggests talking to the Blue Valley School District to encourage the other Blue Valley schools in mass to apply for these grants for food composting and make progress moving forward. Members discuss raising the grant money to $1,000 or a big scholarship grant to help cover the cost. The HOA Sustainability Summit is open to everyone. Perhaps these school districts could attend.

Additional Notes
- Bob Pierson has provided trash totals from the Extravaganza in October.
- Meetings will continue on Friday.

Adjourn
- Upcoming Meetings
  - Next potential SAB meeting is January 10th, 2020.
  - Tentative future meeting dates in 2020: February 14th, March 13th, and April 10th, June 12th, September 11th, November 13th.
  - HOA Sustainability Summit April 16th.
Welcome, Introductions, and News
- Members greet. Guests are welcomed and introduced.

The SAB meeting came to order
- Vice-Chair Harrison makes a motion to approve the amended Agenda. Bill Schutte second. The motion passed unanimously.
- Vice-Chair Harrison makes a motion to approve the amended November 15, 2019 minutes. Bill Schutte second. The motion passed unanimously.

Master Calendar – Meeting Frequency & Fridays?
- Upcoming meetings: February 14 (with WCA Representative), March 13 (with Will Gibson), April 10, June 12, September 11, November 13
- HOA Sustainability Summit: April 16

HOA Sustainability Summit – April 16 – The Lodge at Ironwoods Park
- Target audience is the HOA officers.
- There are 105 HOAs. Approximately 60-70 of them are active.
- Theme: Practical Lawns and Sustainable Landscaping for Residential and Common Areas.
- Speaker: Will Gibson, Down to Earth KC Services.
- Mark Ciaramita and Chair Sipple met with Will Gibson to discuss speaker style, content, focus, and timing. He has a lot of experience with native plants, sustainable landscaping, lawns and common areas, along with visuals of before and after. He appears to be a good fit with our theme. He would like a vendor table.
- Mark Ciaramita will invite him to come to the next meeting and do a dry run for the committee.
- Incentives for people who practice sustainability and shout outs during the presentation were discussed.
- Recycling Extravaganza is April 18th at Black & Veatch.
- Members discussed:
  - Vendors and City departments to invite (Alicia, Erin)
  - Landscaping plans, revisions, and filing
  - Door prizes, other incentives
  - Grant to schools on behalf of SAB
  - Master Gardener buttons (Dennis Patton’s group and Tree Committee members) (Shelley)
  - SAB Members to have a button ID
  - Cultural art flyers displayed at a random table
  - Pasta, bread/bread sticks, salad, organic beef are suggested. Bravo’s is an option. (Truss)
  - Invitations to include HOA landscape officers
  - Utilize next door app
  - Save the Date/Invitations/Database (Marica, Chuck, Mark)
  - Call committee and master list

Trash Haulers to Meet with SAB to discuss Waste Stream
- Moved to February 14th.
- Members to come up with questions.
  - What is the percentage of recycling is diverted to the landfill? And Why?
  - Recycling education programs.
- QR scanners to scan trash to see if it’s recyclable.
- KC Compost lids show what can be compostable.
Food Waste Composting at Schools
- This 5 member committee include: SAB members Chair Sipple, Shelley Bhattacharyya, and Erin Chacey and Gareth Matthews and Heather Lancaster.
- Gareth Matthews started a composting program at Mission Trail Elementary. His kids has moved on to Leawood Middle School, whom he now represents. Heather Lancaster has taken his place at Mission Trail Elementary.
- They plan to meet this Friday at 11:30 am.
- Chair Sipple and Erin Chacey delivered a $500 grant to the Principal at Mission Trail Elementary last month. There is more grant money available and can be increased for the next one. Mission Trail Elementary and Leawood Middle School are currently involved in a composting program. This committee is trying to get Blue Valley School District involved in composting.

Climate Action Coalition for Municipalities – Council Member Debra Filla
- Debra Filla reviews the website to show this organization’s information.
- Vice-Chair Harrison briefly explains the organization’s history about how this coalition came to be. Initiated at a regional level by Roeland Park Mayor Mike Kelly and Shawnee Councilwoman Lindsey Constance.
- Deb Filla briefly reviews the summit information from the website. She notes that summit presentations are available to watch online. This was the best run conference she has attended.
- Brian Anderson attended the Climate KC Resiliency Workshop on December 17th, 2019 for a certification class. He reviewed the Climate Action Playbook that featured recommended strategies for local governments to reverse current climate trends. He wrote up the City’s progress in a memo which was handed out in this meeting. David Roberts, Public Works, also attended the conference.
  - Parks & Recreation in partnership with other departments have worked in 2 sectors: Land Use and Transportation.
    - Earn Recognition for Urban Forest Stewardship with a Tree City USA Growth Award
    - Protect and Increase Urban and Suburban Forests
    - Harvest and Utilize High-Value Wood Products from Trees that Must be Removed
    - Remove Invasive Species in Parks and Along Greenways
    - Complete Streets
    - Earn Bicycle-Friendly Community Designation
    - Create Cycling Networks
- Members received a brief summary of the Climate Action Playbook, which has a link at the bottom of the page. She and Vice-Chair Harrison met with Mayor Peggy Dunn and Scott Lambers about this playbook. Five playbooks will be shared to the council at the next meeting. Many are reviewing this book and are deciding what the City can do to make an impact. Currently, the focus has been on recycling. Recommendations can be made to the council.
  - China has taken this leadership role because they had a nuclear winter. If this continues, China cannot grow crops and it would be the demise of a nation. Cannot feed the people without crops.

Major SAB Initiative - Plastic Bags – Alicia Jennings, Kathy Corbin
- Alicia Jennings announced that there was a proposal written which was put aside when they recently learned that Prairie Village is interested in joining forces.
- Petroleum/plastic bag lobby representatives have attended Lawrence’s meetings and have put a ban on banning plastic bags. Colorado has the same issue. She has worked with Jessica Fuller from Breckinridge on this issue. They have a state law that supersedes each cities’ ordinances prohibiting the banning of plastic bags. Breckinridge has raised their cost per bag from 10 cents to 25 cents.
- Becky Fast, Johnson County Commissioner is interested.
- The Proposal:
  - The SAB is asking the City Council for permission to appoint a task force to reduce the impact of single use plastic, specifically beginning with plastic bags. Two million plastic bags are used every minute across the globe. Reducing plastic bag waste has become a world-wide endeavor with many countries, states and cities implementing measures to reduce the environmental impact of plastic bags. In Kansas the cities of Wichita, Lawrence, and Prairie Village are currently pursuing a plastic bag ban or fee and are happy to connect with us to share ideas. We would like the City of
Leawood to lead on this issue to reduce the number of bags littering the community and ending up in landfills.

- Alicia Jennings will share the proposal to members. Chair Sipple would like additional research to learn what neighboring cities are doing. Alicia Jennings will talk to Stephanie Clayton to learn what the state laws are because a different approach may be needed. The next step is to meet with Prairie Village.
- Kathy Corbin shared that cities who charge for bags saw a significant reduction of plastic bag usage. The higher the fee the more effective it is.

Bike/Walk Leawood – Brian Anderson
- Parks Maintenance is currently working in-house with their own resources to build a trail head for City Park. It will advertise, be a meeting point for the start and ending of the North and South Loops. It will have a bottle water filler, made of stone, have a patio, bike repair station, misting post and more.
- Signing of the South Loop has been delayed due to a large project on Mission Road. It features the same length of the North Loop with an out and back route to Ironwoods Park.
- There will be an enhanced rapid fire beacon on the route.
- Mid-American Regional Council and the Kansas City Transportation Authority are working on a project to create a masterplan for regional wayfinding signage to look the same across the 8 county region.
- The kiosk will be completed this summer.
- Trail link app is mentioned. The Johnson County Trail Map and MARC will have updated versions this year and will include the North Loop.

Adjourn
- Upcoming Meetings
  - Next potential SAB meeting is February 14th, 2020.
  - Tentative future meeting dates in 2020: March 13th, and April 10th, June 12th, September 11th, November 13th.
  - HOA Sustainability Summit April 16th.
Welcome
- Guests are greeted with introductions.

Approve Agenda
- Bill Blessing made a motion to approve the agenda. David Harwood seconded the motion. The motion passed unanimously.

Approve August 21st Minutes
- Bill Blessing made a motion to approve the August 21st, 2019 minutes. David Harwood seconded the motion. The motion passed unanimously.

City Council Referral: Citizen Request for Crosswalk at Lee Boulevard and 89th
- Several residents in attendance are requesting a crosswalk at 89th and Lee Boulevard due to safety concerns.
  - Mark Larsen has a first grader.
  - Nick Even has a second grader and kindergartner.
  - Peter Lang has a first grader.
  - Jaclyn Penn has an almost 5 and 7 year-olds.
- There are eight families in their group that are actively walking and biking approximately 1.7 miles to Corinth school. They struggle to cross Lee Boulevard with the heavy morning traffic. Often a kind soul will stop traffic on both sides and wave them across. They do not let the kids cross by themselves. However, as the kids get older and are allowed to ride to school by themselves, the parents worry about their safety trying to cross Lee Boulevard. They have seen accidents in that area. There is a hill looking south from 89th street that limits visibility for crossing Lee.
- Marc Larsen emailed Councilmembers Debra Filla and Chuck Sipple about another area of concern along the way to school. The sidewalk from 89th and Mission north towards 83rd. The sidewalk is narrow with several bumps and cracks with no crosswalks at all. Cars come down the street and then block the intersection waiting to turn. It was noted that the section in question is actually in Prairie Village and the staff will communicate these concerns to them. The last concern is the overgrown landscaping that is impeding the sidewalk width. Evergreens and pines have overgrown on the east side of the sidewalk on 89th and on Mission, making those areas not usable. Staff will review the landscaping and notify the resident if there are clearance issues. Sidewalk clearance is 10 feet overhead clearance and nothing extending over the sidewalk.
- The citizens pointed out that there are no crosswalks striped at street intersections. David Ley informed that the city does not stripe a crosswalk at every residential intersection as standard practice. They will review citizen requests to improve walking routes to school when recommended.
- When asked about meeting the criteria of putting in crosswalks in that area it was noted that there are two different issues. One being at 89th and Lee. If there are issues with vehicles parking in the crosswalk or where the crosswalk should be, Public Works can striped a crosswalk there so Police can issue citations or move people onward. They will verify the intersection location.
- David Ley shares that Lee Boulevard from 95th to 103rd is under construction, widening and adding a ribbon curve that is 6" wide to hold the asphalt inside. It will be striped with bike lanes. They will do the same next year from 95th to 83rd. What he needs to know from the committee is if they want to proceed forward with having a crosswalk study completed at 89th and Lee. If so, Bike/Walk Leawood needs to make a recommendation to the Public Works
Committee, probably in December. They will review it and will make a recommendation to the governing body. Public Works can then adjust their contract with their engineer and review the intersection.

- Kids and a large influx of corporate personnel, encouraged by walking meetings, are using the sidewalk frequently along with electric scooters thus changing the dynamics of who’s using it.

- This may be more of a Public Works issue than a Bike/Walk Leawood one. An issue that these residents are facing are people entering their street, thinking 89th will take them to State Line Road and when it doesn’t, they drive the circle frustrated, driving at a higher rate of speed as they leave. They would like to have some signs that say ‘not a thru street’. One resident puts out 2 ‘slow – children playing’ plastic signs and 2 carpet wet floor signs to curb the speeders. Other residents have some form of this issue whether it’s lost drivers or the construction traffic. They are worried for everyone’s safety. David Ley will look into the signage such as ‘no outlet’ sign to put on top of the street name sign.

- Karry Rood asked about having a signal at the intersection of 89th and Lee Boulevard. Peter Lang ask about options beyond striping a designated path. David Ley responded that they have hired a consultant who is designing Lee Boulevard. That person will do a traffic study and the options are either put signage with crosswalks in some areas or a push button rapid fire beacons for visual effect.

- A narrowing of a section at 89th that butts into Lee Boulevard with a 20’ planter was brought up. The HOA maintain the planters to the north and are often hit. Making it smaller may cause entering and leaving problems. They would have to review it and see if 89th is allowed in the Traffic Calming Policy. If so, then neighbors would have to sign a petition and pay 75% up front for the roadway. Then they will look at calming traffic devices – speed cables, humps, etc. David Ley will email the Traffic Calming Policy to the residents if it’s not available online. David Harwood suggests that if it is a speed issue, Police can be contacted for selective enforcement. They discuss the danger of that intersection.

- Peter Lang mentions that there are no paintings on the roadway crossings along 89th. Several kids join up at 89th and go on to school. If the people driving the cars don’t see the kids, they pull into the crosswalk zone while waiting for a safe turn. Brian Anderson shared the plan of what Gareth Matthews did for Mission Trail. He will email the Mission Trail plan to the residents too.

- David Harwood suggests googling Safe Routes to School website for more information. He states that the value is huge, maintains property values and encourages families to partake in the routes. This group enjoys the walkability of the neighborhood brought on by the bike masterplan and its continuous movement forward. There is an area of vegetation issues along Mission between 84th Terr and 89th that needs to be taken care of. It’s encroaching on the sidewalk and is possibly a code violation. It may be on the Prairie Village side.

- The Bike/Walk Leawood committee will make a recommendation to the Public Works Committee. Julie Stasi, Administrative Services Manager, will send these residents a notice of the meeting. The Public Works Committee will review the issues and if approved, they will make a recommendation to the governing body and the residents will be notified of the council meeting date. The Public Works Committee meets the first Wednesday each month at 7:30 am and breakfast is served.

- David Harwood makes a motion to recommend to the Public Works Committee that a warrant study be performed for a pedestrian crossing at 89th Street and Lee Boulevard for consideration in next summer’s Capital Improvement Program. Bill Blessing seconded the motion. The motion passed unanimously.

Mayor’s Referral: Recent New Items Regarding the KCMO Bicycle Plan

- Chair Corbett received an email from Chuck Sipple via the mayor with news articles forwarded and a suggestion to look at the discussion going on in Kansas City. When Ron Schikevitz responded that he could not attend the meeting, his email shared his comments about this issue. Bill Blessing replied back with some of his comments, which he shared at the meeting. David Harwood reminded all that this group is subject to the Open Meeting Standards in Kansas. An Item must be put on the agenda individually and cannot be discussed through chain emails. No communication or pre-discussion on topics that would be on the agenda with enough people that would constitute a quorum. Staff will research group emailing further and advice at the next meeting.

- Bill Blessing asked if the mayor expected a response from our observations as he did have several talking points which are not relevant if there’s no plan to respond. Chuck Sipple thinks she wanted everyone to be advised of the commotion in Kansas City because they may have to answer to constitutes about what they are doing and how much they are spending. Chair Corbett felt that she was saying ‘please pass it on’. Brian Anderson made copies of the emails in question for those in attendance at the meeting.
Trail Use Etiquette/Trail Speed Limits –

- Some members share the cities and states that have trail speed limits. Seattle, Denver, Colorado, California are a few and are areas to research the reason for the speed limit, how is it enforced and how it is working.
- Leawood currently does not have the police resources to provide bicycle officers to monitor trails. Speed limits would also need to be posted.
- In the last meeting of the Kansas City Metro Directors Association, they recommended for cities that trails permit e-bikes of Class 1 and Class 3 (must be pedaling to get assistance). Scooters were talked about and are not recommended by KCMDA at this time. They wanted to first address e-bikes before taking on scooters. Many counties such as Jackson County, Overland Park, and Johnson County did not want Class 2 e-bikes and felt that the trails are intended for exercise and you should be pedaling the bicycle. The Class 2 can move by battery power alone without pedaling. Currently, Johnson County is in their testing period for e-bikes. They are surveying people, making traffic counts to gathering data to take back to their board. Kansas Dept. of Wildlife and Parks recently adjusted their regulations to allow pedal assist e-bikes on their trails and state parks. Because trail systems are becoming more and more interconnected, it is important to try to have unity regarding the types of conveyances allowed on trails.
- The committee recommends not posting speed limits at this time, continue to monitor the issue. It is courteous trail use by pedestrians, pedestrians with dogs and cyclists that is the problem. Discussion about installing signs intermittently along the trails that illustrated the walking/riding on the right side of the trail with the dog on leash on the right side of the person and passing on the left was an idea offered to reinforce better trail use.

City Department Reports

- **Mark Klein, Planning.**
  - Ranchmart got approved for their final for their CIV.
  - Received an application from Cure ARS for an expansion; 3 phases. They want to build a new gym, tear down the old gym, create a building that connects the two, change the rectory and combine it with the church.
  - McDonalds got approved for their improvements. They want to get started and not wait on Ranchmart.

- **Kary Rood, Police.**
  - Bike/Walk to School at Brookwood was successful. They have only 2 bike rack and will purchase more e bike racks. Bikes were everywhere! This is continuous and not just on Bike/Walk to School event.
  - The traffic is crazy fast. A teacher’s bumper was clipped. School speed limit warnings are leased through KCPL but Leawood designates the timing. It is 30 minutes before and after school. They have a walking school bus on Wednesday with their teacher volunteers.

- **David Levy, Public Works.**
  - In the last meeting, the South Loop reroutes were discussed for Roe, Tomahawk as Mission Road is under construction and eventually go to 133rd. He is hoping the project will be signed in late fall. Mission Road will open up to two lanes by mid-November. Lee Boulevard should finish early November. Members discuss developing a plan to Ironwoods Park via Pawnee and Windsor, showing it as a future loop along with budget items.

- **Brian Anderson, Parks & Recreation**
  - Any leftover funds from the signage will be applied toward purchasing materials for the trail kiosk. The mason on staff really likes the natural stone look but the cost is higher than first estimated. David Harwood suggested a naming rights sponsorship to help pay for materials.
  - Finishing up pool closing.
  - Move and install the art piece Point Defiance to Ironwoods Park.

- **Chuck Single, Council**
  - A lady called on the Action Line. She was injured on her bike on 133rd Street on the sidewalk. He feels that this committee should be informed of any bike involved accidents to talk about and to prevent them. David Levy responded that this issue went to Codes Enforcement. They took pictures and he reviewed it. It was actually a storm sewer next to it and there was some settlement offset. It will be repaired.
  - Bill Blessing suggests that we make bike accidents or incidents from Public Works or Police from the last meeting becomes a part of our minutes. It’s good to be aware should the mayor be notified.
- **Kevin Corbett**, Chair
  - Dan Schaeffer resigned.
  - Brian Anderson shares that the by-laws state the committee shall be at least 5 members. He will contact Mayor Dunn about Dan Schaeffer's resignation and the committee recommending a total of 7 members.
  - Marc Larsen and Jaclyn Penn are interested. Bill Blessing also knew of a potential person interested. The committee members would prefer to have 7 members as an odd number of members is easier to get a quorum and there would be a cushion if members resign.

**Other**
- Next meeting date will be December 4th.

**Adjourn**
- Meeting adjourned.
Leawood / I-Lan Sister City Committee
Minutes from Feb. 3, 2020 Meeting (event wrap-up)

Meeting convened at 4:05 p.m. in Community Room of Leawood’s Justice Center.
Attending members: Jean Asbury, Julie Berger, Annie Best, Debra Filla, Tom Hammonds, Bette Monson, Jim Rochel,
Excused: Debbie Azeltine, Diana Sun.
Absent: Patty Hattaway, Jim Rawlings, Cindy Siemers.

Welcome and appreciation for successful work on the Lunar New Year dinner was expressed by Chair Bette Monson.
Bette asked all committee members to let her know if the position they presently chair is the one they wish to
remain on. Notify Bette by week’s end via email.
Motion to approve the Minutes of the Jan. 7, 2020 meeting were unanimously accepted. Julie Berger will file them
with the City Clerk.
Chairman read thank you note from Mayor Dunn re: Lunar New Year event; gift calendars from TECO were offered
to committee members.

Committee reports:
- **Invitations:** Annie Best filed her report.
  - Mid-June deadline for Parks/Rec Program ad; worked w Marica Putman for design.
  - “Save the Date” cards were designed by Marica Putman; placed order for 250 cards at cost of $183.
  - All 250 cards were stamped / labeled / mailed by Sept. 9th; only 3 cards returned.
  - Postage for “Save the Date” cards totaled $86.80.
  - Formal invites designed in collaboration with Marica; 275 invites ordered at cost of $330.55.
  - 250 gold metallic envelopes ordered (extra envelopes from past events used to balance the needs of
    the invite totals).
  - Specialty Lunar stamps ordered by Bette Monson ($154).
  - Total of 261 hand-addressed invites mailed on Dec. 5th; only 3 returned (not resent due to non-
    residents).
  - Complimentary tickets enclosed in formal invites to specific guests invited by Mayor Dunn.

- **Publicity / Marketing:** Diana Sun (excused) / Cindy Siemers (absent) - Report filed in early Jan.
  - Listing of publicity contacts filed.
  - Flyers were placed in Leawood library and City Hall; suggested placing them in locations no sooner
    than opening of reservation date (usually mid-Dec) and to include the reservation deadline on the
    flyer.
  - Additional contacts with the Taiwanese Association and The Chinese School of Greater KC
    successfully attracted reservations for the event.
  - New retirement community near Ironhorse Golf Club added to contacts for publicity sites.
  - Bette/Julie will handle sending event photos taken by Marica Putman (photographer) to local
    publication (Leawood Lifestyles).

- **Reservations:** Julie Berger filed her report.
  - 108 reservations with 7 guests absent that evening.
  - 18 comp tickets with 90 paid guests.
  - Expenses for event were lower than in past years due to economical food costs by Sichuan Dynasty.
  - Reservation table at event was manned by Julie to accommodate all changes to guests’ attendance.
  - All guests had nametags and table assignments.
  - New attendees will be added to the Master Mailing list for 2021.
  - Credit card reservations through the City finance department worked well. Julie accepted payment
    by checks.
  - Bette recognized the great work done by Julie; she is a great asset to the committee.
  - Public Works did not put out directional signs for Ironhorse location, as done in two previous years.
• **Decorations: **Jean Asbury filed her report.
  - 8 large lanterns were hung by Ironhorse staff plus 2 tiered-globe lanterns and 4 parasols.
  - Table linens changed to red w gold napkins creating dramatic effect.
  - Bamboo (purchased from Lowes in the fall) centerpieces in red velvet pouches offered height and effect on tables. Zodiac runners, gold doilies, favors of coins and a tasseled charm, candies, two acrylic menu displays were also on each table.
  - Chopsticks provided by Sichuan Dynasty (caterer).
  - 12 tables were set up; 10 guests per table.
  - Previous room layout provided ample space in room center for entertainers.
  - Set up at Ironhorse available on event day only due to use of ballroom night before. Work started by 10 am w completion by 2 pm. Five committee members present and appreciated.
  - Front entrance doors had cultural décor on them, welcoming guests.
  - Cindy Siemers was to purchase 2021 party favors during her recent visit to Taiwan.

• **Entertainment: **Debbie Azeltine (excused).
  - As previously mentioned, Lion Dance group cancelled in mid-Dec.
  - HK Folk Dance Group secured for entertainment ($200 donation); W-9 form secured for payment by City.
  - Committee expressed enjoyment of dance performers; change from traditional Lion Dance.
  - Asian music (i-pod) was used throughout the evening as background music during social hour and dinner hours. Exterior speakers at Ironhorse allowed music to welcome guests as they entered the club. Monson has i-Pod with music downloaded.
  - **Video Montage:** Tom Hammonds has additional photos from past events that he will provide to Bette for possible additions to the power point.

• **Venue/Menu: **Jean Asbury and Bette Monson each filed their report.
  - **Venue:**
    - Ironhorse venue was perfect for 2020 event; Ironhorse staff fabulous to work with; committee agreed in May to use the venue for 2020 event. Larger, roomier setting very acceptable by attendees.
    - Due to caterer providing only food order, Ironhorse staff was agreeable to provide servicing for event ($300 fee). Their team of staff is qualified and so willing to help make the event very successful.
    - 12 tables were dressed for the 2020 event with no extra table set. 10 persons per table is very comfortable (108 guests expected leaving 12 seats available, if necessary).
    - Bar was set up in preferred area by Ironhorse; six bar top tables.
    - Room layout worked very well with a center aisle being used for entertainers and better usage by caterer for food delivery. Schematic in file.
    - Good sound system for music and audio announcements.
    - Ironhorse staff hangs ceiling decorations; linen needs all handled by Ironhorse staff. Input from committee chairs was expressed to Ironhorse staff in 2-3 on-site meetings.
    - Recommendation to use Ironhorse for 2021 event.
    - Two serving carts were secured by Julie Berger for use at the event; delivered on Thursday.
  - **Menu:**
    - Lunar committee unanimously agreed to use Sichuan Dynasty as caterer in August (report previously filed).
    - Menu was chosen in July with several committee members in attendance at restaurant: Asbury, Rochel, Siemers, Monson.
    - Family-style service agreeable to full committee; food is charged by portions, not by individual servings.
    - Menu: Appetizers of Sichuan Cold Noodles, Black Fungus Salad, Sam-Sun Dumplings w dipping sauce; Entrees of Yu-Xiang Pork, House Fried Rice, Cashew Chicken and Sautéed Sichuan Green Beans; Dessert of Sweet Donuts; Hot Tea Service (provided by committee).
• Hot Tea Service was very well accepted; table hosts/hostesses from Lunar committee were used for servicing of tea; additional tea amounts recommended for 2021.
• Numerous positive comments by guests / committee members as to the quality and quantity of food from Sichuan Dynasty. Recommended unanimously to use for 2021 event.
• Jean handled all details for rental of serving dishes (not provided by Sichuan); AAA Rental was source of rentals. Delivery/service was very good; recommended to use again.

• **Set up/take down:** Tom Hammonds / Jim Rochel (comments filed).

• **Discussion from Committee re: event details**
  
  o Quantity of food provided was very filling; quality of food was well-received; numerous comments that food was wonderful; best meal ever; Sichuan was a big hit; use caterer again.
  o Food could still be warmer; menu well-received.
  o Ironhorse staff was excellent; staff was timely and helpful.
  o Change of entertainment was well-received; Lion Dance was missed; suggest alternating entertainment each year.
  o Consider having greeter at front door to welcome guests; inform of where to hang winter coats, location of restrooms, etc.
  o Offer children’s rate; prefer adult evening; offer meal to performers; beverage/snack adequate for short-term of performers.
  o Tea Service was very acceptable; ran out of tea; table hosts for tea service was great idea; everyone enjoyed the traditional tea cups.
  o Purchase plate settings of china dishes for tables; storage is very limiting; cost factor.
  o 2021 “Save the Date” cards suggested to be mailed in late summer; formal invite in January, 2021.

**New Business**

• Motion to approve Sunday, Feb. 28 221 as Lunar New Year event – unanimously accepted.
• Monson to host event at Ironhorse Golf Club for Feb. 28, 2021 – unanimously accepted.
• Motion to keep reservation fee for event: $35 per person. - unanimously accepted.
• Motion to invite Sichuan Dynasty as caterer for 2021 event - unanimously accepted.

**Next Meeting date:** May, 2020 date pending - notification by email.

Meeting adjourned at 4:53 PM.

*Submitted by Bette Monson*
TO : MAYOR PEGGY DUNN
     CITY COUNCILMEMBERS

FROM : SCOTT LAMBERS, CITY ADMINISTRATOR

RE  : 2020 GOVERNING BODY GOALS AND OBJECTIVES

DATE : MARCH 2, 2020

SHORT-TERM GOALS  [1 YEAR]

1. Continue 135th Street Community Plan including:
   a. Updated development assumptions [2016]
   b. Best management practices regarding sustainable landscaping into
      LDO and City property [2016]
   c. Cultural amenities [2016]
   d. Be open to changes in market conditions [2020]

2. Continue evaluation of usage of City-owned property at 96th Street and
   Lee Boulevard [2015]

3. Parks Maintenance Facilities relocation Implementation Plan and
   Construction Plan [2018]

4. Evaluate temporary low-impact uses [e.g., community gardens,
   horseshoes, etc.] for undeveloped land at Ironwoods Park [2020]

5. Place Community Center in CIP as an Unfunded Project/Voter approval
   required [2020]

6. Provide expanded coverage of the 2020 Census on City’s web page
   [2020]

7. Monitor “dark store” property tax developments [2020]

8. Initiate planning for the City’s 75th anniversary in conjunction with the
   Leawood Foundation [2020]
9. Review and possibly revise the City's commercial solar regulations [2020]

10. Monitor vaping regulations [2020]

**NEAR-TERM GOALS [1-2 YEARS]**

1. Integrate upgrades and new improvements to City's Trail System from Roe Avenue to Tomahawk Creek Parkway and pedestrian crossing through median [2018]

2. Feasibility of installing signage at City entrances at Nall Avenue & 135th Street [2020]

3. Evaluate new home building codes with other Johnson County cities [2017]

4. Review fence permit procedures with area cities [2017]

5. Plan MLK recognition [2019]

6. Increase visibility of QR for art and how City's art pieces are acquired [2019]

7. Explore possible public use of former Parks Facility before sale of property [2019]

8. Review BZA approved-exemptions for placement of 6' fences [2020]

9. Encourage native plantings and removal of invasive species by City residents [2020]

10. Encourage home associations to place deed restrictions on City's web page. Compare Wallet. Hub criteria from past two years [2020]

11. Expand diversity of tree plantings along 143rd street [2020]

12. Establish subscriber requested citywide e-newsletter through Human Resources Department [2020]

13. Add to annual Arbor Day events the promotion of planting flowering trees and shrubs [2020]

14. Expand City's tree planting program by $25,000 [2020]

15. Expand all bike/hike trails to 10' as feasible [2020]
16. Evaluate/plan for bike way station along 143rd street on property purchased by City [2020]

17. Add more Pickleball courts to City's inventory at the Justice Center site [2020]

18. Establish annual Gezer Sister City event [2020]

19. Place natural barrier on west side of south lake on Tomahawk Creek Parkway to discourage geese population from accessing lake [2020]

20. Work with Leawood chamber of Commerce to improve recycling efforts of City's businesses. [2020]

**LONG-TERM GOALS [2-5 YEARS]**

1. Evaluate land-use options for remaining undeveloped portion of City-owned property at 117th and Tomahawk Creek Parkway [2013]

2. Evaluate feasibility/scope of Activity Center at Town Center Drive and Roe Avenue [2015]

3. Evaluate Incentives for private sector development for sustainability and energy efficiency [2020]
MEMORANDUM

TO: MAYOR AND CITY COUNCILMEMBERS
SCOTT LAMBERS, CITY ADMINISTRATOR

FROM: KELLY L. VARNER, CITY CLERK

RE: CEREAL MALT BEVERAGES [CMB] LICENSE RENEWALS

CVS/PHARMACY #8237     CVS/PHARMACY #8588
5001 w 135TH STREET     11729 ROE AVE.

BLADE & TIMBER, LLC
5203 W 117TH ST.

DATE: MARCH 2, 2020

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

Please feel free to contact the City Clerk’s Office, should you have any questions.
Memo

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

From: Dawn Long, Finance Director

Date: March 2, 2020

Re: Pre-Budget Public Input Hearing on the 2021 Budget

Attached is a resolution calling for a pre-budget public input hearing to be conducted at the April 6, 2020 Governing Body meeting and directing the City Clerk to publish the same. This hearing gives the public the opportunity to ask questions, make statements, etc., on the 2021 Budget. Preparation on the operating budget began in February and departmental budget submissions will be reviewed this month.

Please contact me if you should have any questions.
NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE 2021 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a pre-budget public hearing in the City Council Chambers at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas, at 7:30 P.M., or as soon thereafter as may be heard, on Monday, April 6, 2020 on the 2021 Fiscal Budget for the City of Leawood, Kansas.

The hearing may be adjourned from time to time, as deemed necessary by the Governing Body. All persons desiring to be heard with reference to the 2021 Fiscal Budget will be heard at said time.

KELLY L. VARNER, CMC
CITY CLERK
RESOLUTION NO. ________________

RESOLUTION CALLING FOR A PRE-BUDGET PUBLIC HEARING TO BE HEARD ON MONDAY, APRIL 6, 2020, AT 7:30 P.M., OR AS SOON THEREAFTER AS MAY BE HEARD, ON THE 2021 FISCAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS

WHEREAS, the City of Leawood, Kansas desires to conduct a Pre-Budget Public Hearing on the 2021 Fiscal Budget for the City of Leawood, Kansas; and

WHEREAS, the City directs a public hearing to be held on Monday, April 6, 2020, at 7:30 P.M., and publish notice of same in the official city newspaper.

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

SECTION ONE: That a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood, Kansas, on Monday, April 6, 2020, at 7:30 P.M., or as soon thereafter as may be heard, at the Leawood City Hall, 4800 Town Center Drive, Leawood, Johnson County, Kansas, for the purpose of considering the proposed 2021 Fiscal Budget.

SECTION TWO: That the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City newspaper, in accordance with K.S.A. § 75-2929, et seq., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

______________________________
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Kelly L. Varner, CMC, City Clerk

APPROVED AS TO FORM:

______________________________
Patricia A. Bennett, City Attorney
City of Leawood Governing Body Staff Report

MEETING DATE: March 2, 2020
REPORT WRITTEN: January 31, 2020

LEAWOOD ESTATES – LOT 9 & PARTIAL LOT 8 – RESIDENTIAL EMERGENCY GENERATOR – REQUEST FOR APPROVAL OF A FINAL LANDSCAPE PLAN – Located north of 95th Street and east of High Drive – Case 02-20

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (8-0) of Case 02-02, Leawood Estates, Lots 9 & Partial Lot 8 – Residential Emergency Generator – request for approval of Final Landscape Plan, with the stipulations listed below:

1. The project shall be limited to the installation of a 36.8 cubic foot, 38 KW, emergency residential generator with landscaping for a single-family residence within the Leawood Estates Subdivision – Lot 9 and Partial Lot 8, zoned R-1.

2. Per Section 16-4-1.3(A)(7)(g) of the Leawood Development Ordinance, noise from the generator shall be a maximum of 60 db 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 db 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 feet taller than the generator at the time of planting.

4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.

5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

PLANNING COMMISSION CHANGES TO STIPULATIONS:

• None

APPLICANT:

• The applicant is Jim Kiely with Larson Building Company.

• The property is owned by Priti Verma Singh.

REQUEST:

• The applicant is requesting approval for a 36.8 cubic foot residential generator to be placed at the rear southeast corner of the house.

• All residential emergency generators must be approved as part of a Final Landscape Plan if the generator exceeds 22 KW or 48 Cubic Feet.

ZONING:

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

COMPREHENSIVE PLAN:

• The Comprehensive Plan designates this property as Low Density Residential.
LOCATION:

SURROUNDING ZONING:
- North, East, South and West Surrounding all sides of the property are single-family homes within the Leawood Estates subdivision, zoned R-1 (Planned Single Family Low-Density Residential District).

SITE PLAN:
- Permanently installed generators for residential dwellings larger than 20 KW or 48 cubic feet shall be required to be reviewed as part of the final landscape plan to address location, screening, and design subject to approval by the Governing Body after recommendation of the Planning Commission.
- A 38 KW generator for residential use is proposed at 9301 High Drive (Leawood Estates – Lot 9 and Partial Lot 8), north of 95th Street and east of High Drive.
- The generator is proposed to be 35" in width, 73.1" in length, and 46.1" in height, for a total of approximately 36.8 cubic feet.
- The generator shall be located in the rear yard of the home, adjacent to the dwelling. The generator will be no more than 5' away from the main structure of the home.
- The manufacturer has stated the generator shall be a maximum of 64 dBs. at 7 meters (approximately 23') from the generator. The generator is setback 26' from the side property line. Landscaping is proposed to be 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).

<table>
<thead>
<tr>
<th>Criteria Required</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Only in Rear Yard</td>
<td>Complies</td>
</tr>
<tr>
<td>Only powered by Propane or Natural Gas</td>
<td>Complies</td>
</tr>
<tr>
<td>Screened by either a fence not exceeding 4' in height or evergreen plantings</td>
<td>Complies</td>
</tr>
</tbody>
</table>
LANDSCAPING:
- The applicant proposes to plant six 6' tall Emerald Green Arborvitae around the generator.
- Existing evergreen and deciduous trees are located on the property near the southern property line.
- Per the Leawood Development Ordinance Section 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.
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: March 2, 2020
Date of Memo: February 4, 2020
Re: Planning Commission Minutes

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

RESOLUTION APPROVING A FINAL LANDSCAPE PLAN FOR LEAWOOD ESTATES – LOT 9 & PARTIAL LOT 8 – RESIDENTIAL EMERGENCY GENERATOR, LOCATED NORTH OF 95TH STREET AND EAST OF HIGH DRIVE. (PC CASE 02-20)

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 January 28, 2020; 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 36.8 cubic foot, 38 KW, emergency residential generator with landscaping for a single-family residence within the Leawood Estates Subdivision – Lot 9 and Partial Lot 8, zoned R-1.

2. Per Section 16-4-1.3(A)(7)(g) of the Leawood Development Ordinance, noise from the generator shall be a maximum of 60 dbs at the property line, which shall be checked and verified at the time of final inspection of the generator. If it is determined that the noise from the permanently installed generator is greater than 60 dbs at the property line, noise mitigation shall be required to meet this requirement.

3. The landscaping screening the generator shall be installed and maintained in a manner that meets the requirements of the Leawood Development Ordinance, including being a minimum of 6" taller than the generator at the time of planting.

4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.

5. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through five.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.
[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney
City of Leawood Governing Body Staff Report

MEETING DATE: March 2, 2020
REPORT WRITTEN: February 4, 2020

HALLBROOK EAST VILLAGE, LOTS 1, 2, & 3 – REQUEST FOR APPROVAL OF A REVISED FINAL PLAT – Located south of 112th Terrace and west of State Line Road – Case 03-20

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends the approval unanimously (8-0) of Case 03-20, Hallbrook East Village, Lots 1, 2 & 3 – Request for approval of a Revised Final Plat, subject to the stipulations listed below:
1. This approval is limited to a Revised Final Plat for Hallbrook East Village to replat Lots 1, 2 & 3 of Hallbrook East Village First Plat into Lots 1 & 2 of Hallbrook East Village Second Plat, containing 0.41 and 0.36 acres respectively.
2. The applicant shall obtain all approvals and permits from the Public Works Department, per the Public Works memo on file with the City of Leawood Planning and Development Department, prior to recording the plat.
3. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
4. In addition to the stipulations listed in the report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledgement in writing that they agree to stipulations one through four.

PLANNING COMMISSION CHANGES TO STIPULATIONS:
• None

APPLICANT:
• The applicant and engineer is Brett Haugland with Continental Consulting Engineers.
• The properties are owned by Hallbrook Villas III, LLC.

REQUEST:
• The applicant is requesting approval of a Revised Final Plat to combine three lots within Hallbrook East Village into two lots.
• The Hallbrook East subdivision was originally approved with 33 lots on 8.62 acres with Case 32-17 on April 17, 2017.

ZONING:
• The property is currently zoned RP-2 (Planned Cluster Detached Residential District).

COMPREHENSIVE PLAN:
• The Comprehensive Plan designates this property as Medium Density Residential.
LOCATION:

SURROUNDING ZONING:
- North  To the north is undeveloped property zoned AG (Agricultural) and SD-CR (Planned General Retail).
- South  To the south is Hallbrook Farms, a single family residential subdivision zoned RP-1 (Planned Single Family Residential District).
- East  Directly to the east is State Line Road and single family residential located in Kansas City, Missouri.
- West  To the west, across Overbrook Road, is the Patio Homes at Hallbrook, a single family residential subdivision zoned RP-4 (Planned Cluster Residential under a previous Leawood Development Ordinance).

SITE PLAN COMMENTS:
- Hallbrook East Village is located west of State Line Road and south of 112th Terrace. The subdivision is bordered on the west by Overbrook Road.
- Two entries into the subdivision are located off of Overbrook Road, one at W. 114th Street and one at W. 116th Street.
- Lots 1, 2, and 3 are located at the northern end of the subdivision, adjacent to the primary entrance at 114th Street. The applicant proposes to replat the three lots into two lots, numbering the new lots as Lot 1 and Lot 2.

FINAL PLAT:
- The Final Plat for Lots 1, and 2 contain the following:

<table>
<thead>
<tr>
<th></th>
<th>Acres</th>
<th>Sq.ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1</td>
<td>0.41</td>
<td>17,979</td>
</tr>
<tr>
<td>Lot 2</td>
<td>0.36</td>
<td>15,821</td>
</tr>
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</table>

Easements

<table>
<thead>
<tr>
<th>Easement Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10’ Utility Easement</td>
<td>Front yards along Cambridge Road, rear yards of both lots, interior side yard, side yard of Lot 2</td>
</tr>
<tr>
<td>Sanitary Sewer Easement</td>
<td>Front yards along Cambridge Road, side yard of Lot 1</td>
</tr>
</tbody>
</table>
Access and Utility Easement  Front yards of Lots 1 and 2
BMP Easement  Western corner of Lot 1
10' Landscape and Entry Monument Easement  Western corner of Lot 1
Site Triangle Easement  Western corner of Lot 1
7' Sidewalk Easement  Side yard of Lot 1
16' Drainage Easement  Side yard of Lot 1

BULK REGULATIONS:
• The following table outlines the required and provided regulations for the project:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Required</th>
<th>Provided</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback</td>
<td>30'</td>
<td>22'5</td>
<td>Deviation Granted*</td>
</tr>
<tr>
<td>Side Setback</td>
<td>10'</td>
<td>7.5'</td>
<td>Deviation Granted*</td>
</tr>
<tr>
<td>Rear Setback</td>
<td>20'</td>
<td>20'</td>
<td>Deviation Granted*</td>
</tr>
<tr>
<td>Corner Lot Setback</td>
<td>20'</td>
<td>15'</td>
<td>Deviation Granted*</td>
</tr>
</tbody>
</table>

*Deviations were granted for the Development at the time the Preliminary Plan was approved by the Governing Body on January 3, 2017 (Case 112-16, Ordinance No. 2817).

SIGNAGE:
• No signage is proposed with this application

LANDSCAPING:
• No changes to landscaping are proposed with this application.

LIGHTING:
• No lighting is proposed with this application.
Front (South) Elevation
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: March 2, 2020
Date of Memo: February 4, 2020
Re: Planning Commission Minutes

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

RESOLUTION APPROVING A REVISED FINAL PLAT FOR HALLBROOK EAST VILLAGE, SECOND PLAT, LOCATED SOUTH OF 112TH STREET AND WEST OF STATE LINE ROAD. (PC CASE 03-20)

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 January 28, 2020; 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 approval is limited to a Revised Final Plat for Hallbrook East Village to replat Lots 1, 2 & 3 of Hallbrook East Village First Plat into Lots 1 & 2 of Hallbrook East Village Second Plat, containing 0.41 and 0.36 acres respectively.

2. The applicant shall obtain all approvals and permits from the Public Works Department, per the Public Works memo on file with the City of Leawood Planning and Development Department, prior to recording the plat.

3. Development rights under this approval shall vest in accordance with K.S.A. 12-764.

4. In addition to the stipulations listed in the report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledgement in writing that they agree to stipulations one through four.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk
APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney
City of Leawood Governing Body Staff Report

MEETING DATE: March 2, 2020
REPORT WRITTEN: February 4, 2020

STONE LEDGE SUBDIVISION – SECOND PLAT – REQUEST FOR APPROVAL OF A REVISED FINAL PLAT – Located south of 154th Street and east of Nall Avenue – Case 05-20

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (8-0) of Case 05-20, Stone Ledge, Lot 18 – request for approval of a Revised Final Plat, with the following stipulations:
1. The project is limited to a Revised Final Plat for Lot 18 of the Stone Ledge residential subdivision, a 0.161 acre lot, zoned RP-4 under a previous Leawood Development Ordinance.
2. The applicant shall obtain all approvals and permits from the Public Works Department, per the Public Works memo on file with the City of Leawood Planning and Development Department, prior to recording the plat.
3. 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 three.

PLANNING COMMISSION CHANGES TO STIPULATIONS:
• None

APPLICANT:
• The owner of the property is Richard A. Hines
• The architect is David Joiner with Integral Design Architecture
• The engineer/surveyor is Mark Christian with Accu-Survey

REQUEST:
• The applicant is requesting approval of a Revised Final Plat for Lot 18 of the Stone Ledge residential subdivision, to allow the corner lot street-side setback to conform to the current zoning regulations of the RP-2 (Planned Cluster Detached Residential District) zoning district.
• No other changes are proposed with this application.

ZONING:
• The property is currently zoned RP-4 (Planned Cluster Residential, from a previous Leawood Development Ordinance zoning).

COMPREHENSIVE PLAN:
• The Comprehensive Plan designates this property as Medium Density Residential.
LOCATION:

SURROUNDING ZONING:

- **North**: Directly north the Stone Ledge development is the residential subdivision of The Woods at Ironhorse, zoned RP-1 (Planned Single Family Residential District).
- **South**: Directly south of the subject property, across 154th Street, are three homes within the Stone Ledge subdivision zoned RP-4 (Planned Cluster Residential). Directly to the south of Stone Ledge is an unplatted single family residence within the City of Overland Park, KS.
- **East**: Directly east of the Stone Ledge development is The Woods at Ironhorse residential development zoned RP-1.
- **West**: Directly West of the property is a single family residential development within the City of Overland Park, KS.

FINAL PLAT COMMENTS:

- The original plat was recorded in 1996, containing 18 single family lots.
- Lot 18 contains 0.161 acres.
- The applicant is proposing to conform to the setbacks of the RP-2 zoning district of the current Leawood Development Ordinance.
- The previous plat showed a corner lot street-side setback of 22.5', which was zoned as RP-4 under a previous Leawood Development Ordinance. Since this lot is being replatted, the lot will now comply with the current Leawood Development Ordinance for a corner lot street-side setback of 20'.
- The proposed lots meets the bulk regulations for its current zoning.

<table>
<thead>
<tr>
<th>Easements</th>
<th>Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>10' Landscape Easement</td>
<td>Located at the west property line of lot 18</td>
</tr>
<tr>
<td>5' KCP&amp;L Easement</td>
<td>Located at the south property line of lot 18</td>
</tr>
<tr>
<td>7' Utility Easement</td>
<td>Located at the north and west property lines of lot 18</td>
</tr>
<tr>
<td>10' Monument Easement</td>
<td>Located at the west property line up to the northwest corner of lot 18</td>
</tr>
</tbody>
</table>
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: March 2, 2020
Date of Memo: February 4, 2020
Re: Planning Commission Minutes

Due to this item being on the Planning Commission Consent Agenda, there is no Planning Commission minutes available for this case.
RESOLUTION NO. __________

RESOLUTION APPROVING A REVISED FINAL PLAT FOR STONE LEDGE SUBDIVISION, SECOND PLAT, LOCATED SOUTH OF 154TH STREET AND EAST OF NALL AVENUE. (PC CASE 05-20)

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 January 28, 2020; and

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

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

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

1. The project is limited to a Revised Final Plat for Lot 18 of the Stone Ledge residential subdivision, a 0.161 acre lot, zoned RP-4 under a previous Leawood Development Ordinance.
2. The applicant shall obtain all approvals and permits from the Public Works Department, per the Public Works memo on file with the City of Leawood Planning and Development Department, prior to recording the plat.
3. 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 three.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST: 

Kelly L. Varner, City Clerk
APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney
City of Leawood Governing Body Staff Report

MEETING DATE: March 2, 2020
REPORT WRITTEN: February 4, 2020

PARK PLACE – ENGEL & VOLKERS – REQUEST FOR APPROVAL OF A FINAL PLAN FOR CHANGES TO THE FAÇADE OF A TENANT SPACE – Located north of 117th Street and east of Nall Avenue – Case 07-20

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval unanimously (8-0) of Case 07-20, Park Place – Engel & Volkers – request for approval of a Final Plan for Changes to the Façade of a Tenant Space, with the stipulations listed below:
1. The project is limited to changes to the exterior of the tenant space located at 5261 W. 116th Place, within the Park Place development, zoned MXD.
2. The project shall comply with the design guidelines for Park Place.
3. The existing colonnade shall not be altered with this application.
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 Angie Ripley with Engle & Volkers
• The property is owned by KBSIII Park Place Village LLC
• The architect is David L. Anderson, AIA with AMAI Architecture

REQUEST:
• The applicant is requesting approval of a Final Plan to alter the entry façade of the tenant space located at 5261 W 116th Place, including the removal of a round awning and the addition of two columns (one on either side of the entrance).

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

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

SURROUNDING ZONING:

- **North**: The tenant space is located within building G of the Park Place development. To the north is another retail building within the Park Place development, zoned MXD. North of the Park Place Development is Town Center Drive, followed by Edgewood, a medium density residential subdivision, zoned RP-4 (Planned Cluster Residential) and Leawood Commons, zoned SD-O (Planned Office) and SD-NCR (Planned Neighborhood Retail).

- **South**: Directly south of building G is Parking Garage B within the Park Place development zoned MXD. South of the Park Place development is 117th Street and Town Center Plaza, a regional shopping center, zoned SD-CR (Planned General Retail).

- **East**: East of building G are multi-family apartments within the Park Place development. East of the Park Place development is Town Center Drive, followed by the single-family residential subdivision of Edgewood; and Leawood City Hall and library zoned RP-4.

- **West**: West of building G is building I, which contains the Aloft Hotel along with retail and office space within the Park Place development. West of the Park Place development, across Nall Avenue, is the Sprint Campus located within the City of Overland Park, KS.

ELEVATIONS:

*North Facade*

- The applicant proposes to alter the northern storefront by removing the existing sheet metal canopy with recessed lighting.
- New wood trim work columns are proposed on both sides of the existing northern entrance into the tenant space. The wood trim is proposed to be painted Sherwin Williams Extra White.
- The existing door handles will be removed and replaced with a Semi-Circular Pull from Assa Abloy and will be black anodized aluminum in color.
- No changes to exterior lighting are proposed.
• New Sunbrella fabric awnings are proposed on the north tenant façade. The awnings will be white in color to match the new façade of the tenant space.
• The existing sheet metal panels on the tenant façade will also be painted Sherwin Williams Extra White.
• All other existing storefront elements are to remain as existing.

Eastern Facade
• The applicant is also proposing changes to the eastern façade, which faces an interior pedestrian walkway.
• The applicant is proposing to paint the existing sheet metal panels on the tenant facades Sherwin Williams Extra White.
• The existing window system will remain.

SIGNAGE:
• Park Place has sign criteria recommended by the Planning Commission and approved by the Governing Body.
• Signage for Engel & Volkers will be approved administratively through a separate application.

LANDSCAPING
• The applicant is proposing two Blox Large Square Galvanized Charcoal Planter boxes at the tenant space entrance.
• The boxes will be 15.25" x 15.25" x 16".
• The applicant is proposing to plant Dwarf English Boxwoods within the planter boxes.

LIGHTING:
• The applicant stated that no changes or additional lighting fixtures will be added to the façade of the tenant space.
Architectural Door Accessories

Rockwood RM4420 - CenTrex - Solid 1" Diameter Semi-Circular Pull

Specifications:

**MATERIAL:**
Aluminum, Bronze, Stainless Steel

Available Finishes:
- US3/605
- US8/605
- US10/612
- US14/619
- US18B/613F
- US26/625
- US32D/626
- US32/628
- US32R/629
- US320/630
- US30/710
- US30/711

MATERIAL SIZE:
CTC: 91
Diameter: 1
Projection: 3"
Quick Ship/Allow Extra Time

Quick Ship/Allow Extra Time 11.4" D x 24" H

15.5" D x 24" H

16.25" D x 18" H

SHIP

In stock and ready for delivery to ZIP code 60601

FREE PICKUP

SQUARED OFF. Charcoal planter squares up sleek and modern. Protected for indoor and outdoor settings, matte-finished galvanized steel plays up refined industrial to dramatic effect.

Learn how to transform these planters into a spooky Halloween display on Idea Central. By using our site, you consent to cookies, which we use to improve services. For details about the information we collect and how we use it, LEARN MORE.
Blox Large Square Galvanized Charcoal Planter. 15.25"W x 15.25"D x 16"H

- Powdercoated galvanized steel
- Drainage holes
- Wipe with soft dry or slightly damp cloth
- Plastic liner recommended for indoor use
- Made in Vietnam

Overall Dimensions
Width: 15.25" (inches)
Depth: 15.25" (inches)
Height: 16" (inches)

Interior Dimensions
Width: 15.4" (inches)
Depth: 15.4" (inches)
Height: 16" (inches)

Opening
Width: 13" (inches)

RETURN/EXCHANGE POLICY

At CB2, we stand behind the quality of our products and want every purchase to be a positive experience. We will do our best to make things right if you are not satisfied.

Non-Furniture Items
We will accept returns and exchanges of non-furniture items if they are returned within 90 days of customer receipt, a valid proof of purchase is provided, and the items are returned in good condition (unused and unwashed). Select wallpaper is not eligible for return; see product details.

Stock Furniture, Rugs and Rug Pads
If you are not satisfied with your Stock furniture, rug or rug pad purchase, you must contact us within 7 days of delivery or pickup to arrange a return. The item must be returned within 30 days of delivery or pickup. The item will be inspected upon return, and the refund amount will be determined based on its condition. For mattresses, Helix Sleep and Brentwood Home offer a 56-day return. For furniture orders placed online, please call us at 800.606.6252. For orders placed through a store, please contact the store where the sale originated.

Custom Order Upholstery
We require a 50% deposit for all Custom Order upholstery. This deposit is nonrefundable after a 72-hour change/cancellation window. These items are made to your specifications and cannot be returned or exchanged.

More about returns and exchanges

KNOW WHAT’S UP, SIGN UP FOR EMAILS.

Enter your email address

CONTACT US
CUSTOMER SERVICE
STORES
EMAIL
800.606.6252

CB2 CREDIT CARD
APPLY NOW
MANAGE ACCOUNT

ORDER TRACKING & SCHEDULE DELIVERY
TRACK YOUR ORDER
SCHEDULE DELIVERY

OUR COMPANY
ABOUT US
CAREERS

RESOURCES
NY ACCOUNT
CATALOGS
GIFT REGISTRY
GIFT CARDS

Crate&Barrel
Crate&kids
Hudson Grace

SHIP TO:

Do Not Sell My Info

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OK
Dwarf English Boxwood

*Buxus sempervirens 'Suffruticosa'*

Sku #1398

A small, rounded evergreen shrub that forms tufts of growth resembling a cloud if left unpruned. The slow growing, dwarf form is ideal for edging and borders along pathways or around flower beds. Well-suited for topiary and containers. Considered to be the most resistant to the boxwood leaf miner.

**Light Needs**  
Partially to full sun

**Water Needs**  
Water regularly - weekly, or more often in extreme heat or containers.

**USDA Zone**  
5 - 8  
Grows in your zone: 6

**SHIPS FREE, PICKUP IN STORE**
Your plant(s) will ship to the garden center you chose by 2020-03-13. Your plants are actively growing and we will only deliver them once they meet our rigorous quality standards.

Price: $44.99

Qty 1

*Size  
#2 - 1.6 Gallon - $44.99

ADD TO CART

Share Add to Wishlist

**DETAIL**  
**CARE**  
**HISTORY & LORE**  
**REVIEWS**

**Key Feature**  
\[ \star \] Low Hedge Plant

**Light Needs**  
\[ \odot \] Partial to full sun

**Landscape Uses**
- Border, Container
- Edging, Hedge
- Mass Planting
- Topiary, Urban Garden

This Plant's Growing Zones: 5 - 8
(Hardy down to 0°F)
Watering Needs: Water regularly - weekly, or more often in extreme heat or containers.

Plant type: Boxwood, Shrub

Deciduous/evergreen: Evergreen

Growth habit: Compact, Rounded

Growth rate: Slow

Average landscape size: Slowly reaches 1 to 2 ft. tall and wide.

Special features: Compact Form, Easy Care, Year-round Interest

Foliage color: Green

Blooms: Inconspicuous; prized for foliage.

Garden style: Contemporary, Cottage, Mediterranean

Companion Plants: Spirea (Spiraea); Weigela (Weigela); Lilac (Syringa); Maiden Grass (Miscanthus); Coneflower (Echinacea); Gayfeather (Liatris)

Companion Plants

Shop All Plants ➤

Monterey Bay Brush Cherry
Eugenia myrtifolia 'Monterey Bay'
From: $70.00

Chollipo Euonymus
Euonymus japonicus 'Chollipo'
From: $19.99

Eichholz Cotoneaster
Cotoneaster dammeri 'Eichholz'
From: $19.99

Dwarf Euryop:
Euryops pectinatus
From: $16.99
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: March 2, 2020

Date of Memo: February 4, 2020

Re: Planning Commission Minutes

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

RESOLUTION APPROVING A FINAL PLAN FOR PARK PLACE PERTAINING TO
CHANGES TO THE FACADE OF A TENANT SPACE - ENGEL & VOLKERS,
LOCATED NORTH OF 117TH STREET AND EAST OF NALL AVENUE. (PC CASE 07-
20)

WHEREAS, the applicant submitted a request for approval of a Final Plan for changes to
the facade of a tenant space for Park Place;

WHEREAS, such request for approval was presented to the Planning Commission on
January 28, 2020; 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 located at 5261 W.
   116th Place, within the Park Place development, zoned MXD.
2. The project shall comply with the design guidelines for Park Place.
3. The existing colonnade shall not be altered with this application.
4. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
5. In addition to the stipulations listed in this report, the developer/property owner agrees to
   abide by all ordinances of the City of Leawood including the Leawood Development
   Ordinance, unless a deviation has been granted, and to execute a statement
   acknowledging in writing that they agree to stipulations one through five.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]  

__________________________
Peggy J. Dunn, Mayor
ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney
*NOTE: MULTIPLE ELEVATION DESIGNS TO BE CONSIDERED*
**Staff Review**

**Fact Sheet**

**SUBJECT:** RESOLUTION APPROVING A USE OF RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY AND HEARTLAND CUSTOMER SOLUTIONS LLC.

**MARCH 2, 2020**

**DISCUSSION**

Attached is a Resolution and Use of Right-of-Way Agreement between the City and Heartland Customer Solutions, LLC for the installation of fiber optic cable in the right of way near 14206 Overbrook Road.

The Agreement would allow Heartland Customer Solutions, LLC to install fiber optic cable under the right of way to connect its two buildings from 14206 Overbrook Road, Leawood Kansas to 13940 Madison Avenue in Kansas City, Missouri.

The agreement requires Heartland to be a member of Kansas One-Call and Heartland to be responsible to relocate their facilities at Heartland’s cost if those facilities are in conflict with future public improvements.

It is the recommendation of the Public Works Department that the Governing Body approve the Use of Right-of-Way Agreement and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

**COUNCIL ACTION TO BE TAKEN**

Approve Agreement and Resolution for same

**STAFF RECOMMENDATION**

☑ For
☐ Against
☐ No position

**COMMITTEE RECOMMENDATION**

☐ For
☐ Against
☐ No position ☑ No Assignment

**POLICY OR PROGRAM CHANGE**

☑ No
☐ Yes

**OPERATIONAL IMPACT**

**COSTS**
Recording Fees

**FUND SOURCES**
USE OF RIGHT-OF-WAY AGREEMENT

THIS USE OF RIGHT-OF-WAY AGREEMENT (this “Agreement”) is entered into this _____ day of ____________, 2020, by and between the CITY OF LEAWOOD, KANSAS (the “City”) and HEARTLAND CUSTOMER SOLUTIONS, LLC, (“Grantee”).

WHEREAS, Grantee is seeking the right to run a fiber optic cable under the Right-of-way in order to connect its facilities at 14206 Overbrook Road, Leawood, KS 66224 to its facilities at 13940 Madison Avenue, Kansas City, MO 64145; and

WHEREAS, Grantee does not intend to lease or sell service to other entities but only to use the fiber optic cable for its own company purposes.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. GRANT

Subject to the terms and conditions hereafter, the City grants Grantee a nonexclusive license to construct, maintain and operate fiber optic cable and related facilities under the Right-of-way in order to connect Grantee’s facilities at 14206 Overbrook Road, Leawood, KS 66224 to its facilities at 13940 Madison Avenue, Kansas City, MO 64145 as shown on Exhibit A, attached and incorporated herein by reference. This grant shall not convey title, equitable or legal, in the Right-of-way, and shall only give Grantee the right to occupy the Right-of-way for the purposes and period stated in this Agreement. Grantee shall not expand its facilities in the Right-of-way or provide services to a third party without first amending this Agreement or obtaining a separate franchise.

SECTION 2. USE OF RIGHT-OF-WAY

a. Grantee’s use of the Right-of-way shall comply with all applicable laws, statutes and/or city regulations and shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Right-of-way, including, but not limited to the City’s ordinances regarding the use and occupancy of the Right-of-way, Section 13-301 et. seq. of the Code of the City of Leawood, 2000, and amendments thereto.

b. Grantee’s fiber facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on the Right-of-way or obstruct the legal use by the City other entities authorized to occupy the Right-of-way. Grantee acknowledges that it shall be solely responsible for the maintenance and upkeep of its fiber and related facilities.

c. Grantee shall be a member of Kansas 811 [also known as Kansas One-call] and pay associated fees to Kansas 811 for ticket requests.

d. Grantee shall contract with a locating company approved by Kansas 811 and Grantee shall pay associated costs for each locate required.

e. Grantee shall remove or relocate its facilities, at no cost to the City, in the event the City determines, in its sole discretion, that such removal or relocation is necessary for the purposes of any public improvement, including but not limited to, the construction, expansion, maintenance or repair of any road, sidewalk, trail, drainage facility or other city facility.
SECTION 3. COMPENSATION TO THE CITY

Grantee shall pay to the City a one-time fee of One Thousand Dollars ($1,000.00).

SECTION 4. TERM

This Agreement shall be effective for a term of ten (10) years. In the event the parties are actively negotiating in good faith a new agreement or an amendment to this Agreement upon the termination date of this Agreement, the parties by written mutual agreement may extend the termination date of this Agreement to allow for further negotiations. Such extension period shall be deemed a continuation of this Agreement.

SECTION 5. INDEMNITY AND HOLD HARMLESS

It shall be the responsibility of Grantee to take adequate measures to protect and defend its facilities in the Right-of-way from harm or damage. If Grantee fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee’s facilities.

Grantee shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm, which they or others may now have or which may hereafter have arising out of the placement, construction, maintenance, operation or repair of the aforesaid facilities in or on Right-of-way, including but not limited to, damage from public or private vehicles, City maintenance work, or damage or required relocation as a result of work of the City or its agent in the Right-of-way or other public property. This section is solely for the benefit of the City and does not create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 6. INSURANCE

a. During the term of this Agreement, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

   (l) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The “City of Leawood, Kansas” shall be included as an additional insured with respect to liability arising from Grantee’s operations under this Agreement.

b. Grantee shall, as a material condition of this Agreement, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

SECTION 7. TERMINATION

a. Termination for Cause - If either party is violating any of the conditions of this Agreement, the
other party may serve written notice of its intention to terminate this Agreement. Unless within thirty (30) days after the serving of the notice a satisfactory arrangement has been made to remedy the breach, this Agreement shall terminate.

b. Termination for Convenience - Notwithstanding the provisions of Section 7a, the City may, at any time, terminate this Agreement in whole or in part for the convenience of the City. In the event the City elects to terminate this Agreement pursuant to this provision, it shall provide Grantee with written notice at least ninety (90) days prior to the termination date.

SECTION 8. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain a point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency, and shall provide the City the contact information for the same. Emergency notice to the City may be made to the City’s Right-of-way Coordinator. All other notices shall be in writing and made by personal delivery, U.S. Mail, Certified Mail, facsimile or email. Notice by U.S. or Certified Mail shall be deemed delivered five calendar days after the date of mailing. Notice by facsimile or email is deemed received the next business day. “Business day” means Monday through Friday, City and/or Grantee observed holidays excepted.

The City:
The City of Leawood
4800 Town Center Drive
Leawood, Kansas 66211
Attn: City Clerk 913-339-6700

Grantee:
Heartland Customer Solutions, LLC
14206 Overbrook
Leawood, KS 66224
Bryan Stoffel 913-938-4389

With a copy to:
The City of Leawood Attn:
City Attorney
4201 Town Center Drive
Leawood, Kansas 66221

or to replacement addresses that may be later designated in writing.

SECTION 9. TRANSFER AND ASSIGNMENT

This Agreement is granted solely to Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Agreement or Grantee’s business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee’s obligations under this Agreement with regard to indemnity and insurance shall continue until the transferee/assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

SECTION 10. GENERAL PROVISIONS

a. This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement except such representations as are specifically set forth in this document and each of the parties acknowledges
that it has relied on its own judgment in entering into this Agreement.

b. Any modification of this Agreement or additional obligation assumed by either party in connection herewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

c. The failure of either party to insist upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by both parties.

d. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect; provided, however, either party may elect to declare the entire Agreement is invalidated if the portion declared invalid is, in the judgment of said party, an essential part of the Agreement.

e. In granting this license, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas, its Home Rule powers and other authority established pursuant to the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

f. Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee’s or the City’s control.

g. It is the intention of the parties that this Agreement and the performance hereunder, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Kansas.

h. The titles to sections are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF LEAWOOD, KANSAS

By: __________________________
Peggy J. Dunn, Mayor

HEARTLAND CUSTOMER SOLUTIONS, LLC

By: __________________________
Print: JAYSON CUMMINS
Title: PRESIDENT

ATTEST:

_____________________________
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____________________________
Patricia A. Bennett, City Attorney
STATE OF KANSAS

) s.

COUNTY OF JOHNSON

) s.

BE IT REMEMBERED that on this 23 day of January 20, 20 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came [Position] of [KS] [state] Limited Liability Company duly formed under the provisions of the [KS] [state] Limited Liability Company Act, who is personally known to me to be such [Position] and who is personally known to me to be the same person who executed as such the within instrument on behalf of said company, and such persons duly acknowledged the execution of the same to be the free act and deed of said company, Heartland Customer Solutions.

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

[Signature]
Notary Public

My appointment expires 8/28/2022.
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND HEARTLAND CUSTOMER SOLUTIONS, LLC, FOR THE INSTALLATION OF FIBER OPTIC CABLE IN THE RIGHT OF WAY NEAR 14206 OVERBROOK ROAD IN LEAWOOD, KANSAS.

WHEREAS, Heartland Customer Solutions, LLC is seeking to run fiber optic cable under the right of way to connect its facilities; and

WHEREAS, the parties desire to execute an Agreement pertaining to such use of the right of way.

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 Heartland Customer Solutions, LLC, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/5/2020

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
250 Park Avenue
5th Floor
New York NY 10177

CONTACT NAME: Tim Grant
PHONE: 212-994-7047
FAX: 212-981-3364
NAC #: 10945
EMAIL: Tim.Grant@gjg.com

INSURED
Heartland Customer Solutions, LLC
A Subsidiary of Panasonic Corporation of North America
Two Riverfront Plaza, 11th Floor
Newark NJ 07102

INSURER A: Tokio Marine America Insurance Company
INSURER B: Trans Pacific Insurance Company

COVERAGES
CERTIFICATE NUMBER: 215074206

REVISION NUMBER:

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

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<td>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</td>
<td>Y/N</td>
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<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED (Mandatory In NH)</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Leawood and Leawood Public Works Department are included as Additional Insured as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, and exclusions.

CERTIFICATE HOLDER
City of Leawood
4800 Town Center Drive, 2nd Floor West Wing
Leawood KS 66211

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Existing building
Homestead Custom Solutions
14206 Overbrook Rd.

NOTE:
All conduit and handholes to be placed at least 3' behind the curb. Actual location will be documented or asbuilt maps after construction based on existing utility locations.
NOTE:
All conduit and handholes to be placed at least 3' behind the curb. Actual location will be documented on asbuilt maps after construction based on existing utility locations.
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NOTE:
All conduit and handholes to be placed at least 3' behind the curb. Actual location will be documented on as-built maps after construction based on existing utility locations.
Staff Review
Fact Sheet

SUBJECT: RESOLUTION ACCEPTING KANSAS SPECIAL WARRANTY DEED FROM LEAWOOD COUNTRY CLUB PARTNERS, LLC
MARCH 2, 2020

DISCUSSION

Attached is a Resolution to accept a Kansas Special Warranty Deed from Leawood Country Club Partners, LLC pertaining to the dedication of Tract A of Village of Leawood for park purposes. The property is located on the east side of the Village of Leawood formerly known as Estates of Old Leawood.

The Tract A Deed contains 7.7055 acres, more or less. This dedication of deed was part of the Village of Leawood project approval.

It is the recommendation of the Public Works Department that the City Council accepts the Kansas Special Warranty Deed and approves the Resolution for acceptance by the City.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Kansas Special Warranty Deed and Approve Resolution for same

STAFF RECOMMENDATION

☑ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS

Recording Fees only

FUND SOURCES
No sales validation questionnaire is required due to the exemption at K.S.A. 79-1437e(4)

KANSAS
SPECIAL WARRANTY DEED
(with use restrictions)

THIS DEED is made this ___ day of ________________, 2019, between LEAWOOD COUNTRY CLUB PARTNERS, L.L.C., a Kansas limited liability company ("Grantor"), and CITY OF LEAWOOD, KANSAS, a Kansas municipal corporation ("Grantee"), whose mailing address is 4800 Town Center Drive, Leawood, Kansas 66211.

WITNESSETH, that Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00), the receipt and sufficiency of which are hereby acknowledged, by these presents does S WARRANT AND CONVEY to Grantee all of the right, title and interest in and to the following described real property situated in the County of Johnson and State of Kansas (and all improvements located on such real property as of the date of acceptance of this deed, including, without limitation, the entire pedestrian bridge serving such real property), to wit (the "Property"):

See Exhibit A attached hereto.

Subject to: (a) easements, restrictions, declarations, reservations and other matters of record, if any (other than mortgages, mechanic's liens, judgment liens and similar monetary liens); and (b) the use restrictions set forth below in this Deed.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

And Grantor, for itself and its successors, does hereby covenant, promise and agree to and with said Grantee, that the above granted and described Property, with the appurtenances are free, clear, discharged and unencumbered of and from all grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever done or suffered by, through, or under Grantor, except as provided above, and that Grantor will warrant and forever defend said interest unto
Grantee, its successors and assigns, against Grantor, its successors, and all and every person or persons whomsoever lawfully claiming or to claim the same by, through or under Grantor, except as provided above.

This conveyance is being made by Grantor to Grantee as a donation/contribution from Grantor to Grantee.

Use Restrictions:

The Property conveyed by this Deed is being conveyed subject to the following perpetual use restrictions that shall run with the land and be binding upon all subsequent owners of such real property:

1. The Property and all now existing improvements thereon and all future improvements thereon that are authorized below shall be used and maintained solely as a public park.

2. The only improvements that may be erected or maintained on the Property are pedestrian walkways, a pedestrian bridge over the streamway (already existing), benches, signage, waste cans, canine waste stations, and similar items, trees, bushes, and other landscaping. Grantee shall be responsible for insuring, maintaining and controlling the Property and all improvements thereon, including, without limitation, the entire existing pedestrian bridge, in accordance with Grantee’s standard practices for its public parks.

3. No buildings, shelters, gazebos, fences, ball fields, sport courts, parking lots, playground equipment, or other aboveground structures not mentioned in paragraph 2 shall be permitted on the Property at any time.

4. Sidewalk or trail access to the Property by the public shall be limited solely from the public street(s) that are adjacent to the Property and the existing pedestrian bridge (except that owners of lots adjacent to the Property may access the Property from their respective lots).

The above use restrictions are for the benefit of and may be enforced by each of (i) Grantor, (ii) Village of Leawood Homes Association, Inc., (iii) their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed the day and year first above written.

LEAWOOD COUNTRY CLUB
PARTNERS, L.L.C.

By: ________________________
Name: Richard F. Jones
Title: Manager
STATE OF) Missouri ) ss.

COUNTY OF) Jackson )

This instrument was acknowledged before me on November 27, 2019 by Richard F. Jones, as Manager of LEAWOOD COUNTRY CLUB PARTNERS, L.L.C., a Kansas limited liability company.

My Commission Expires: 12-01-2021
(SEAL)

[SEAL]

Margaret K. Mason
Notary Public in and for said County and State

Print Name: Margaret K. Mason

MARGARET K. MASON
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Sept. 1, 2021
Commission # 13863536
RESOLUTION NO. __________

RESOLUTION ACCEPTING KANSAS SPECIAL WARRANTY DEED FROM LEAWOOD COUNTY CLUB PARTNERS, L.L.C., PERTAINING TO DEDICATION OF PROPERTY FOR PARK PURPOSES LOCATED NEAR THE ESTATES OF OLD LEAWOOD [VILLAGE OF LEAWOOD].

WHEREAS, Leawood Country Club Partners, L.L.C. have executed a Special Warranty Deed pertaining to dedication of property for park purposes; and

WHEREAS, the City of Leawood desires to accept such deed.

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

SECTION ONE: That the Governing Body hereby accepts the deed, a copy of which is attached hereto as Exhibit "A."

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
EXHIBIT "A"
DEED TRANSFER EXHIBIT
ALL OF TRACT A, VILLAGE OF LEAWOOD,
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

DESCRIPTION:

ALL OF TRACT A, VILLAGE OF LEAWOOD, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

335,649.99 SQUARE FEET, 7.7055 ACRES

I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

JOHNNY B. RAY
LICENSED
LAND SURVEYOR

SCALE: 1"=300'

PROJECT NO. 181009
DATE: 12/12/10

PHelps ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061 www.phelpsengineering.com

PLANNING ENGINEERING IMPLEMENTATION

CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING - LS-82
ENGINEERING - E-331
CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001123
ENGINEERING-2007006608

BY: MAN

Dec 12 2019
8:37am

\WELLS-PELX\Projects\Leawood\Leawood Village of Leawood\Leawood Village layout - Dec 12 2019 - 8:37am
Staff Review
Fact Sheet

SUBJECT: RESOLUTION APPROVING A LIMITED MAINTENANCE AGREEMENT BETWEEN THE CITY AND VILLAGE OF LEAWOOD HOMES ASSOCIATION PERTAINING TO TRACT A

MARCH 2, 2020

DISCUSSION

Attached is a Resolution and Limited Maintenance Agreement between the City and the Village of Leawood Homes Association pertaining to Tract A of the subdivision. The developer dedicated Tract A to the City for park area.

During construction of the 10 foot wide trail on the north side of Tract A the developer installed private drains under the trail to direct the roof and yard runoff to the north side of the trail. These were installed to reduce the amount of water sheet flowing over the trail to reduce the possibility of ice forming on the trail from the residential lots. The maintenance for these private drains is the responsibility of the HOA and this agreement provides the HOA access to enter Tract A to maintain the two (2) drain lines and/or erosion caused by the yard runoff and/or drain lines.

It is the recommendation of the Public Works Department that the City Council approves the Limited Maintenance Agreement and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Accept Kansas Special Warranty Deed and Approve Resolution for same

STAFF RECOMMENDATION

☐ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS

Recording Fees only

FUND SOURCES
LIMITED MAINTENANCE AGREEMENT

This Limited Maintenance Agreement is made as of __________, 2020 between VILLAGE OF LEAWOOD HOMES ASSOCIATION, INC., a Kansas not-for-profit corporation (the "Association"), and CITY OF LEAWOOD, KANSAS, a Kansas municipal corporation ("City").

WHEREAS, the Association is the owners association for the Village of Leawood residential subdivision in Leawood, Kansas legally described as:

Lots 1 through 24 and Tracts A, B and C, VILLAGE OF LEAWOOD, a subdivision in City of Leawood, Johnson County, Kansas; and

WHEREAS, a hike/bike path has been installed on Tract A of Village of Leawood, which Tract A is to be owned by the City; and

WHEREAS, stormwater from the subdivision has been flowing over the hike/bike path in a certain area shown on Exhibit A attached hereto, and to remedy this situation the developer has installed two (2) drainage pipes under the trail and directed certain residential sump pumps, roof drains and irrigation drainage to those pipes; and

WHEREAS, the City is requiring that the Association be responsible for maintaining those pipes and any damage or erosion caused by those pipes or the water from those pipes.

NOW, THEREFORE, the parties agree as follows:

1. The Association, at its expense, agrees to be responsible for maintaining in good condition the two (2) pipes that have been installed under the path in the area shown on Exhibit A, even after Tract A of Village of Leawood becomes City-owned property.

2. The Association, at its expense, agrees to repair any damage or erosion that may be caused to Tract A or to the path as a result of the placement of the pipes or from the water discharging from the pipes.
3. The City hereby grants to the Association a license to enter upon Tract A of Village of Leawood as may be necessary from time to time for the Association to maintain the two (2) pipes and/or to repair damage or erosion caused by the pipes or caused by the water coming from the pipes, as required above. The Association will repair any damage that may be caused to Tract A or to the path as a result of such maintenance activities and will restore the path and the grounds to the same or better condition after conclusion of such maintenance.

4. This Agreement shall be governed by the laws of Kansas and may be amended only in writing signed by both parties.

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

ASSOCIATION:

VILLAGE OF LEAWOOD HOMES ASSOCIATION, INC.

By: [Signature]

Saul B. Ellis, Vice President and Secretary

CITY OF LEAWOOD:

[Signature]

Peggy Dunn, Mayor

ATTEST:

[Signature]

Kelly Varner, City Clerk

APPROVED AS TO FORM:

[Signature]

Patricia A. Bennett, City Attorney
CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS

) ss.

COUNTY OF JOHNSON

BE IT REMEMBERED, That on this 2 day of January, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came SAUL B. ELLIS, as Vice President and Secretary of VILLAGE OF LEAWOOD HOMES ASSOCIATION, INC., a not-for-profit corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

My Commission Expires: 3-29-21

[SEAL]

Notary Public in and for said County and State

Print Name: Shellee Lyn Sanders-Baker

643242.DOCX;2
STATE OF KANSAS     ]
]     ss.
COUNTY OF JOHNSON     ]

BE IT REMEMBERED that on this _____ day of __________________, 2020,
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.

My Commission Expires: ____________________________

[SEAL]

Notary Public in and for said County and State

Print Name: ________________________________
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LIMITED MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE VILLAGE OF LEAWOOD HOMES ASSOCIATION PERTAINING TO MAINTENANCE OF CERTAIN IMPROVEMENTS LOCATED IN THE DEDICATED PARK AREA

WHEREAS, the City and the Village of Leawood Homes Association wish to enter into a limited maintenance agreement for property located in the dedicated park area.

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 Limited Maintenance Agreement with the Village of Leawood Homes Association, attached hereto as Exhibit "A", and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

SECTION THREE: The City Clerk is hereby directed to record the attached Limited Maintenance Agreement with the Register of Deeds Office.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
EXHIBIT "A"
DEED TRANSFER EXHIBIT
ALL OF TRACT A, VILLAGE OF LEAWOOD,
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

DESCRIPTION:

ALL OF TRACT A, VILLAGE OF LEAWOOD, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

335,649.99 SQUARE FEET, 7.7055 ACRES

I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

JOHNNY B. RAY
KANSAS LAND SURVEYOR
LS 616
12-7-19

SCALE: 1"=300'

PHelps ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
dwww.phelpsengineering.com
Staff Review

Fact Sheet

SUBJECT: REQUEST TO APPROVE RESOLUTION DECLARING IT NECESSARY FOR THE CITY TO APPROPRIATE PRIVATE PROPERTY THROUGH CONDEMNATION FOR THE LEAWOOD SOUTH STORMWATER PROJECT

March 2, 2020

DISCUSSION
This is a request for the Council to approve a Resolution declaring it necessary to appropriate private property through condemnation. This is needed to obtain the necessary right-of-way and construction easements for the improvements to the Leawood South Storm Sewer Improvement Project, SMAC TM-04-008, and Leawood Project #80256.

Staff has requested necessary easements from property owners along the project in order to construct the designed improvements.

Out of 19 properties, we have been unable to purchase the easements from six (6) property owners.

12602 Wenonga Ln
  Drainage Easement
  Temporary Easement

12611 Wenonga Ln
  Drainage Easement
  Temporary Easement

12700 Wenonga Ln
  Drainage Easement
  Temporary Easement

12702 Wenonga Ln
  Drainage Easement
  Temporary Easement

12716 Wenonga Ln
  Temporary Easement

12700 OVERBROOK RD
  Drainage Easement
  Temporary Easement

It is the recommendation of the Public Works Department that the City Council approve the Ordinance to begin condemnation in order to acquire the necessary property for this project.

David Ley, P.E., Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution for Condemnation Proceedings

STAFF RECOMMENDATION

☐ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position

POLICY OR PROGRAM CHANGE

☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
Court and easement costs

FUND SOURCES

Leawood Project #80256
SMAC TM-04-008
RESOLUTION NO. __________

RESOLUTION DECLARING IT NECESSARY TO APPROPRIATE PRIVATE PROPERTY FOR THE USE OF THE CITY OF LEAWOOD FOR THE LEAWOOD SOUTH STORMWATER PROJECT, LOCATED IN LEAWOOD, JOHNSON COUNTY, KANSAS, IN ACCORDANCE WITH K.S.A. § 26-201 [SMAC # TM-04-008] [PROJECT # 80256]

WHEREAS, the City of Leawood, Kansas desires to improve the stormwater system in and around the Leawood South Subdivision, including the Country Club of Leawood [collectively "Leawood South"]; and

WHEREAS, it is necessary to acquire private property for the construction of the improvements.

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

SECTION ONE: It is hereby declared necessary to acquire an interest in private property for the use of the City of Leawood, Kansas, for the construction, improvement and future maintenance of the stormwater system in and around Leawood South including grading, removing and replacing existing metal pipes, modifications and construction of curb inlets, installation of a concrete box culvert, and any other necessary modifications to minimize flooding in and around the areas along Wenonga Lane, Cherokee Lane, Sagamore Road, and Pawnee Lane within the Leawood South Subdivision.

SECTION TWO: The City hereby authorizes and directs that a survey and description of the land or interest to be condemned be made by a licensed land surveyor or a professional engineer who is competent to conduct a land survey and file the same with the City Clerk of the City of Leawood, Kansas.

SECTION THREE: This Resolution shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the Governing Body this 2nd day of March, 2020.

SIGNED by the Mayor this 2nd day of March, 2020.

Peggy J. Dunn, Mayor

[SEAL]
ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney
Staff Review
Fact Sheet

SUBJECT: ACCEPTANCE OF EASEMENT
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12617 Wenonga
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of an Easement required with the improvements of the Leawood South Stormwater Project – TM-04-008.

Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. A Resolution has been prepared to accept the easement from and for the following:

Grantor/s:
John D. Wininger, Co-Trustee of the John D. Wininger Trust and the Kathy F. Wininger Trust and Kathy F. Wininger Co-Trustee of the John D. Wininger Trust and the Katy F. Wininger Trust
12617 Wenonga Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 9, Block 22, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 40 square feet more or less- $72.00

Itemized Damages and/or Cost to Cure (Rounded): $28.00
TOTAL: $100.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement along with Cost to Cure of the property for a total amount of $100.00. The property owners are in agreement with this offer and have signed the above mentioned easement.

The Public Works Department requests the approval of the offer of $100.00 to John D. Wininger and Kathy F. Wininger and acceptance of the easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easement and Approve Resolution

STAFF RECOMMENDATION
☒ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☒ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$100.00

FUND SOURCES
Capital Improvement Project 80256

Temporary Easement = 80256.100.823000 = $72.00
Cost to Cure/rounded itemized damages = 80256.100.823000 = $28.00
$100.00
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that John D. Wininger, Co-Trustee of the John D. Wininger Trust and the Kathy F. Wininger Trust and Kathy F. Wininger Co-Trustee of the John D. Wininger Trust and the Kathy F. Wininger Trust ["Grantors"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the City of Leawood, Kansas, a Kansas municipal corporation ("Grantee"), with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT 'A' (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated N/A, prepared by N/A. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

Grantees:

John D. Wininge, Co-Trustee of the John D. Wininge Trust and the Kathy F. Wininge Trust

Kathy Wininge, Co-Trustee of the John D. Wininge Trust and the Kathy F. Wininge Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me by JOHN D. WININGER and KATHY F. WINGE, Trustee, to me personally known or produced AS DRIVERS LICENSE, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

Notary Public

My Appointment Expires:

10/24/2021
August 27th, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 14

LOT 9, BLOCK 22, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 9 of Block 22 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Commencing from the Southwest corner of said Lot 9; thence along the southwesterly line of said Lot 9 S51°16’00”E, 5.00 feet; thence departing said southwesterly line N38°44’00”E, 2.00 feet to the Point of Beginning; thence N38°44’00”E, 8.00 feet; thence S51°16’00”E, 5.00 feet; thence S38°44’00”W, 8.00 feet; thence N51°16’00”W, 5.00 feet to the Point of Beginning.

The above tract of land contains 40 square feet, more or less.
Let's let it ride and see if it is accepted.

Brian W. Scovill, P.E.
City Engineer
City of Leawood
(913) 663-9134

Also, they initialed the bottom of the page this is on, so we can't really exchange the front page now, as they will know that's not the one they signed.

Tract 14
Not sure if you want to let this one ride, they put "N/A" on both lines on the front page where the

Proposed improvement dated ______________, prepared by ______________
RESOLUTION NO. ____________


WHEREAS, John D. Wininger and Kathy F. Wininger as co-trustees of the John D. Wininger Trust and Kathy F. Wininger and John D. Wininger as co-trustees of the Kathy F. Wininger Trust have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
**Staff Review**

**Fact Sheet**

**SUBJECT:**

**ACCEPTANCE OF EASEMENTS**

**LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT**

12703 Wenonga Lane

March 2, 2020

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**DISCUSSION**

The Public Works Department is requesting the acceptance of Easements required with the improvements of the Leawood South Stormwater Project-TM-04-008.

Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. Resolutions have been prepared to accept the easements from and for the following:

Grantor/s:
Robert O. Schock and Carla J. Schock
12703 Wenonga Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 3, Block 21, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 626 square feet more or less-

− $1,300.00

Permanent Drainage Easement
Located in a portion of Lot 3, Block 21, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 351 square feet more or less-

− $3,027.00

Itemized Damages and/or Cost to Cure (Rounded):

− $373.00

**TOTAL:** $4,700.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, Permanent Drainage Easement along with Cost to Cure of the property for a total amount of $4,700.00. The property owners are in agreement with this offer and have signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $4,700.00 to Robert O. Schock and Carla J. Schock and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

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**COUNCIL ACTION TO BE TAKEN**

Accept easements and Approve Resolutions

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**STAFF RECOMMENDATION**

☑ For

☐ Against

☐ No position

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**COMMITTEE RECOMMENDATION**

☐ For

☐ Against

☐ No position ☑ No Assignment

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**POLICY OR PROGRAM CHANGE**

☑ No

☐ Yes

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**OPERATIONAL IMPACT**

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**COSTS**

$4,700.00

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**FUND SOURCES**

Capital Improvement Project 80256.100.823000

Temporary Easement = $1,300.00
Permanent Drainage Easement = $3,027.00
Cost to Cure/rounded itemized damages = $373.00

$4,700.00
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Robert O. Schock and Carla J. Schock, ("Grantors"), for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, do grant to the City of Leawood, Kansas, a Kansas municipal corporation ("Grantee"), with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 8/20/19, prepared by M. Clark. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.
Grantors do hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

GRANTORS:

[Signatures]

Robert O. Schock

Carla J. Schock

STATE OF KANSAS    )
Jackson ) SS.
COUNTY OF JOHNSON )

BE IT REMEMBERED that on this [27 day of January, 2020] before me, the undersigned, a Notary Public in and for the County and State, came Robert O. Schock and Carla J. Schock who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

[Signature]
NOTARY PUBLIC

My Appointment Expires:

10/17/2023

MARSHA A. KELLEY
NOTARY PUBLIC-NOARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: OCT. 17, 2023
COMMISSION # 15499550
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 20

LOT 3, BLOCK 21, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 3 in Block 21 of Leawood South Sixth Plat, City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing from the most westerly corner of said Lot 3; thence along the southerly line on a curve to the left, the tangent which bears S47°47'37"E, radius of said curve being 125.00 feet, with a central angle of 04°35'20", an arc length of 10.01 feet to the Point of Beginning; thence departing said southerly line N42°17'23"E, 70.02 feet; thence S47°42'37"E, 9.00 feet; thence S42°17'23"W, 68.95 feet to a point on said southerly line; thence along said southerly line on a curve to the right, the tangent which bears N56°32'15"W, radius of said curve being 125.00 feet, with a central angle of 04°09'18", an arc length of 9.06 feet to the Point of Beginning.

Described tract of land contains 626 square feet, more or less.
PERMANENT DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That this Permanent Drainage Easement is made on this 21st day of January, 20__ by Robert O. Schock and Carla J. Schock ["Grantors"] in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of a storm drainage facility, do hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a culvert, storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, drainage ditches and appurtenant work [collectively referred to as Drainage Facilities"] in any part of said easement, including the right to maintain, clean, repair, and/or replace for said facilities, together with the right of access to said easement and over and under said easement for said purposes, in the following described premises:

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

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

1. The Grantors, for themselves and for their heirs, executors, administrators, successors and assigns, hereby release the Grantee its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantors to a neat and presentable condition. Provided further, that this release does not include claims for damage occurring due to the willful misconduct or gross negligence of the Grantee or its contractors.

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

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

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

DATED this 27 day of JANUARY, 2020

GRANTORS:

Robert O. Schock

Carla J. Schock

STATE OF KANSAS )
JACKSON SS.
COUNTY OF JOHNSON )

BE IT REMEMBERED that on this 27 day of JANUARY, 2020, before me, the undersigned, a Notary Public in and for the County and State, came and acknowledged who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

NOTARY PUBLIC

My appointment expires:
15/17/2023

MARSHA A. KELLEY
NOTARY PUBLIC-NOARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: OCT. 17, 2023
COMMISSION # 15499550
August 27th, 2019

EXHIBIT A

PERMANENT DRAINAGE EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT -- TRACT 20

LOT 3, BLOCK 21, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A permanent drainage easement being a part of Lot 3, Block 21 of Leawood South Sixth Plat, City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the most westerly corner of said Lot 3; thence along the southerly line on a curve to the left, the tangent to which bears S47°47′37″E, radius of said curve being 125.00 feet, with a central angle of 02°17′33″, an arc distance of 5.00 feet to the Point of Beginning; thence continuing on a curve to the right along said southerly line, the tangent to which bears S50°05′10″E, radius of said curve being 125.00 feet, with a central angle of 02°17′47″, an arc distance of 5.01 feet; thence departing said southerly line N42°17′23″E, 70.02 feet; thence N47°42′37″W, 5.00 feet; thence S42°17′23″W, 70.33 feet to a point on said southerly line, also being the Point of Beginning.

Describe tract of land contains 351 square feet, more or less.
RESOLUTION NO. _________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS ROBERT O. SCHOCK AND CARLA J. SCHOCK, FOR PROPERTY LOCATED AT 12703 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Robert O. Schock and Carla J. Schock have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

___________________________
Peggy J. Dunn, Mayor

ATTEST:

___________________________
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

___________________________
Patricia A. Bennett, City Attorney
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM GRANTORS ROBERT O. SCHOCK AND CARLA J. SCHOCK, FOR PROPERTY LOCATED AT 12703 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Robert O. Schock and Carla J. Schock have executed a Permanent Drainage Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Drainage Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review

Fact Sheet

SUBJECT:
ACCEPTANCE OF EASEMENTS
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12704 Wenongla Lane
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of Easements required with the improvements of the Leawood South Stormwater Project-TM-04-008. Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. Resolutions have been prepared to accept the easements from and for the following:

Grantor/s:
Ryan J. Gildea and Courtney C. Gildea
12704 Wenongla Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 3, Block 20, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 296 square feet more or less—$561.00

Permanent Drainage Easement
Located in a portion of Lot 3, Block 20 LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 630 square feet more or less—$4,961.00

Itemized Damages and/or Cost to Cure (Rounded):
$2,528.00

TOTAL: $8,050.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, Permanent Drainage Easement along with Cost to Cure of the property for a total amount of $8,050. The property owners are in agreement with this offer and have signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $8,050.00 to Ryan J. Gildea and Courtney C. Gildea and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easements and Approve Resolutions

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$8,050.00

FUND SOURCES
Capital Improvement Project 80256.100.823000

Temporary Easement = $561.00
Permanent Drainage Easement = $4,961.00
Cost to Cure/rounded itemized damages = $2,528.00

TOTAL = $8,050.00
PERMANENT DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That this Permanent Drainage Easement is made on this 26th day of January, 2023 by Ryan J Gildea and Courtney C Gildea ["Grantors"] in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of a storm drainage facility, do hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a culvert, storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, drainage ditches and appurtenant work [collectively referred to as Drainage Facilities"] in any part of said easement, including the right to maintain, clean, repair, and/or replace for said facilities, together with the right of access to said easement and over and under said easement for said purposes, in the following described premises:

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

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

1. The Grantors, for themselves and for their heirs, executors, administrators, successors and assigns, hereby release the Grantee its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantors to a neat and presentable condition. Provided further, that this release does not include claims for damage occurring due to the willful misconduct or gross negligence of the Grantee or its contractors.

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

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

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

DATED this 11th day of January, 2020.

GRANTORS:

[Signatures]

Ryan J Gildea

[Signature]

Courtesy C Gildea

STATE OF KANSAS    )
                    ) SS.
COUNTY OF JOHNSON  )

BE IT REMEMBERED that on this 16th day of January, 2020, before me, the undersigned, a Notary Public in and for the County and State, came and appeared who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

[Signature]

ADELE REITER
Notary Public- State of Kansas
My Appt. Expires 7-27-22

NOTARY PUBLIC

My appointment expires: 7-27-22
EXHIBIT A

PERMANENT DRAINAGE EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT -- TRACT 28

LOT 3, BLOCK 20, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A permanent drainage easement being a part of Lot 3 in Block 20 of Leawood South Sixth Plat, City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing from the Northeast corner of said Lot 3; thence along the north line of said Lot 3 N70°52'19"W, 93.42 feet to the Point of Beginning; thence continuing along the north line, along a curve to the right, the tangent which bears N70°52'19"W, radius of said curve being 175.00 feet, with a central angle of 00°11'16", an arc distance of 0.57 feet; thence departing said north line S22°49'17"W, 116.45 feet; thence S76°44'26"E, 10.13 feet; thence N18°15'41"E, 115.18 feet to the Point of Beginning.

Described tract of land contains 630 square feet, more or less.
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Ryan J Gildea and Courtney C Gildea ("Grantors"), for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, do grant to the City of Leawood, Kansas, a Kansas municipal corporation ("Grantee"), with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 10-21-2019, prepared by McClure. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantors do hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

GRANTORS:

Ryan J Gildea

Courtney C Gildea

STATE OF KANSAS )
 ) SS.
COUNTY OF JOHNSON )

BE IT REMEMBERED that on this 11th day of January, 2020, before me, the undersigned, a Notary Public in and for the County and State, came and who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

ADELE REITER
Notary Public-State of Kansas
My Appt. Expires 7-27-23

My Appointment Expires: 7-27-23
October 21st, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT -- TRACT 28
LOT 3, BLOCK 20, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 3 in Block 20 of Leawood South Sixth Plat, City of Leawood, Johnson County, Kansas, being more particularly as follows:

Commencing from the Northeast corner of said Lot 3; thence along the north line of said Lot 3 N70°52'19"W, 93.41; thence S18°15'41"W, 62.98 feet to the Point of Beginning; thence S76°44'26"E, 3.06 feet; thence S18°57'14"W, 32.26 feet; thence S20°49'25"E, 24.02 feet; thence N76°44'26"W, 17.87 feet; thence N18°15'41"E, 52.20 feet to the Point of Beginning.

Described tract of land contains 296 square feet, more or less.
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM GRANTORS RYAN J. GILDEA AND COURTNEY C. GILDEA, FOR PROPERTY LOCATED AT 12704 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Ryan J. Gildea and Courtney C. Gildea have executed a Permanent Drainage Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Drainage Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
RESOLUTION NO. __________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS RYAN J. GILDEA AND COURTNEY C. GILDEA, FOR PROPERTY LOCATED AT 12704 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Ryan J. Gildea and Courtney C. Gildea have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
# Staff Review

## Fact Sheet

**SUBJECT:**

**ACCEPTANCE OF EASEMENTS**

**LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT**

**12714 Wenonga Lane**

**March 2, 2020**

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### DISCUSSION

The Public Works Department is requesting the acceptance of Easements required with the improvements of the Leawood South Stormwater Project-TM-04-008. Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. Resolutions have been prepared to accept the easements from and for the following:

*Grantor/s:*
Mark H. Holland and Merry Grace Holland as Trustees of the Holland Trust
12714 Wenonga Lane, Leawood, KS 66209

**Temporary Construction Easement**
Located in a portion of Lot 8, Block 20, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 130 square feet more or less-$247.00

**Permanent Drainage Easement**
Located in a portion of Lot 8, Block 20 LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 1,155 square feet more or less-$9,096.00

**Itemized Damages and/or Cost to Cure (Rounded):**

$7.00

**TOTAL:** $9,350.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, Permanent Drainage Easement along with Cost to Cure of the property for a total amount of $9,350.00. The property owners are in agreement with this offer and have signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $9,350.00 to Mark H. Holland and Merry Grace Holland and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

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### COUNCIL ACTION TO BE TAKEN

Accept easements and Approve Resolutions

### STAFF RECOMMENDATION

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

### COMMITTEE RECOMMENDATION

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

### POLICY OR PROGRAM CHANGE

- [ ] Yes
- [ ] No

### OPERATIONAL IMPACT

### COSTS

- Temporary Easement = $247.00
- Permanent Drainage Easement = $9,096.00
- Cost to Cure-rounded itemized damages = $7.00

**TOTAL:** $9,350.00

### FUND SOURCES

Capital Improvement Project 80256.100.823000
PERMANENT DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That this Permanent Drainage Easement is made on this 27th day of January, 2020 by Mark H. Holland and Merry Grace Holland, as Trustees of the Holland Trust, ["Grantor"], in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of a storm drainage facility, does hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a culvert, storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, drainage ditches and appurtenant work [collectively referred to as Drainage Facilities"] in any part of said easement, including the right to maintain, clean, repair, and/or replace for said facilities, together with the right of access to said easement and over and under said easement for said purposes, in the following described premises:

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

THIS EASEMENT is executed and delivered and is granted upon the following conditions, to wit:
1. The Grantor, for itself and for its heirs, executors, administrators, successors and assigns, hereby release the Grantee its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition. Provided further, that this release does not include claims for damage occurring due to the willful misconduct or gross negligence of the Grantee or its contractors.
2. It is understood by the Grantor that any Drainage Facilities, sewer or other drainage area, drainage improvements, sewer or other drainage area constructed or created hereunder shall, in every respect be a public drainage facility as if laid in one of the dedicated streets of the CITY OF LEAWOOD, KANSAS, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the CITY OF LEAWOOD, KANSAS, or any abutting property owners, upon permit from the Grantee herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs, renewals or replacements of said drainage improvements.
3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, or its heirs, executors, administrators, successors and assigns from the use of the premises as long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of drainage or other drainage improvements.

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

DATED this 27 day of January, 2020.

GRANTOR
Mark H. Holland
Mark H. Holland, Trustee of the Holland Trust
Merry Grace Holland, Trustee of the Holland Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF Kansas )
 ) SS.
COUNTY OF Johnson )

The foregoing instrument was acknowledged before me by Mark H. Holland, Merry Grace Holland, Trustee, to me personally known or produced Kansas Driver License , as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

Notary Public

My Appointment Expires

10-11-2022
October 3rd, 2019

EXHIBIT A

PERMANENT DRAINAGE EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 34

LOT 8, BLOCK 20, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A permanent drainage easement being a part of Lot 8 of Block 20 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Beginning at the southwest corner of said Lot 8; thence along the west line of said Lot 8 N00°14'45"W, 125.35 feet; thence S76°44'26"E, 7.55 feet; thence S02°03'11"E, 123.80 feet to a point on the south line of said Lot 8; thence along the south line, on a curve to the left, the tangent which bears S89°43'51"W, radius of said curve being 425.02 feet, with a central angle of 01°30'57", an arc distance of 11.24 feet to the Point of Beginning.

The above tract of land contains 1,155 square feet, more or less.
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Mark H. Holland and Merry Grace Holland, as Trustees of the Holland Trust, ["Grantor"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the ["Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 10-03-20[9], prepared by [MCW]. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

Grantor:

Mark H. Holland, Trustee of the Holland Trust

Merry Grace Holland, Trustee of the Holland Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF Kansas )
COUNTY OF Johnson ) SS.

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

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

Notary Public

My Appointment Expires:

10-11-2022
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 34

LOT 8, BLOCK 20, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 8 of Block 20 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Commencing from the southwest corner of said Lot 8; thence along the west line of said Lot 8 N00°14'45"W, 125.35 feet; thence departing said west line S76°44'26"E, 7.55 feet to the Point of Beginning; thence S76°44'26"E, 23.31 feet; thence S74°25'44"W, 23.12 feet; thence N02°03'11"W, 11.56 feet to the Point of Beginning.

The above tract of land contains 130 square feet, more or less.
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM GRANTORS MARK H. HOLLAND AND MERRY GRACE HOLLAND AS TRUSTEES OF THE HOLLAND TRUST, FOR PROPERTY LOCATED AT 12714 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #0256]

WHEREAS, Mark H. Holland and Merry Grace Holland as trustees of the Holland Trust have executed a Permanent Drainage Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Drainage Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
RESOLUTION NO. __________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS MARK H. HOLLAND AND MERRY GRACE HOLLAND AS TRUSTEES OF THE HOLLAND TRUST, FOR PROPERTY LOCATED AT 12714 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Mark H. Holland and Merry Grace Holland as trustees of the Holland Trust have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

__________________________________
Peggy J. Dunn, Mayor

ATTEST:

__________________________________
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

__________________________________
Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

ACCEPTANCE OF EASEMENT
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12600 WENONGA LANE
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of an Easement required with the improvements of the Leawood South Stormwater Project-TM-04-008. Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offer. A Resolution has been prepared to accept the easement from and for the following:

Grantor/s:
Harold T. Gauert, Trustee and Nancy J. Gauert, Trustee
12600 Wenonga Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 16, Block 29, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 299 square feet more or less—$607.00.

Itemized Damages and/or Cost to Cure (Rounded):
$293.00
TOTAL: $900.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, along with Cost to Cure/rounding offer of the property for a total amount of $900.00. The property owners are in agreement with this offer and have signed the above mentioned easement.

The Public Works Department requests the approval of the offer of $900.00 to Harold T. Gauert and Nancy J. Gauert and acceptance of the easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easement and Approve Resolution

STAFF RECOMMENDATION
☒ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☒ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$900.00

FUND SOURCES
Capital Improvement Project 80256.100.823000

Temporary Construction Easement = $607.00
Cost to Cure/rounded itemized damages = $293.00
TOTAL: $900.00
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Harold T. Gauert and Nancy J. Gauert, Co-Trustees of the Gauert Family Trust, ["Grantors"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated Nov. 2, 2019, prepared by McClure. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

Grantor:

Harold T Gauert, Trustee

Nancy J Gauert, Trustee

**TRUSTEE ACKNOWLEDGMENT**

STATE OF Kansas)

) SS.

COUNTY OF Johnson)

The foregoing instrument was acknowledged before me by Harold T Gauert and Nancy J Gauert, Trustee, to me personally known or produced as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

MICHELLE R. SHERRY
Notary Public

My Appointment Expires:

[Signature]

4/25/22
November 22, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT -- TRACT 55

LOT 16, BLOCK 29, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 16 in Block 29 of Leawood South Sixth Plat, City of Leawood, Johnson County, State of Kansas being more particularly described as follows:

Commencing from the southwest corner of said Lot 16; thence along the west line on a curve to the left of said Lot 16, the tangent which bears N06°29'10"W, radius of said curve being 705.00 feet, with a central angle of 03°29'36", an arc length of 42.98 feet to the Point of Beginning; thence continuing along said west line on a curve to the left, the tangent which bears N9°58'45"W, radius of said curve being 705.00 feet, with a central angle of 00°59'27", an arc length of 12.19 feet; thence departing said west line of curvature S83°31'57"E, 51.38 feet; thence S82°45'54"W, 49.23 feet to the Point of Beginning.

Described tract of land contains 299 square feet, more or less.
RESOLUTION NO. __________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM
GRANTORS HAROLD T. GAUERT AND NANCY J. GAUERT, CO-TRUSTEES OF
THE GAUERT FAMILY TRUST, FOR PROPERTY LOCATED AT 12600 WENOnga
LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT
[PROJECT #80256]

WHEREAS, Harold T. Gauert and Nancy J. Gauert, co-trustees of the Gauert Family
Trust have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

ACCEPTANCE OF EASEMENT
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12719 Sagamore Road
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of an Easement required with the improvements of the Leawood South Stormwater Project-TM-04-008.

Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offer. A Resolution has been prepared to accept the easement from and for the following:

Grantor/s:
Randy L. Brooks, Trustee of the Randy L. Brooks Trust
12719 Sagamore Road, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 4, Block 2, LEAWOOD SOUTH FIFTH PLAT, a subdivision in Leawood, Kansas, containing 16 square feet more or less- $34.00.

Itemized Damages and/or Cost to Cure (Rounded): $16.00
TOTAL: $50.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, along with Cost to Cure/rounding offer of the property for a total amount of $50.00. The property owner has agreed with this offer and has signed the above mentioned easement.

The Public Works Department requests the approval of the offer of $50.00 to Randy L. Brooks and acceptance of the easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easement and Approve Resolution

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$50.00

FUND SOURCES
Capital Improvement Project 80256.100.823000

Temporary Easement = $34.00
Cost to Cure/rounded itemized damages = $16.00
TOTAL = $50.00
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Randy L Brooks, Trustee of the Randy L Brooks Trust ["Grantor"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 08-27-2019 prepared by McCabe. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

Grantor

Randy L. Brooks, Trustee of the Randy L. Brooks Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF Kansas )
) SS.
COUNTY OF Johnson )

The foregoing instrument was acknowledged before me by Randy L. Brooks, Trustee, to me personally known or produced KSPC K00-19-1584, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

Bryant Roberts
Notary Public

My Appointment Expires:

3-6-2023
August 28th, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 59

LOT 4, BLOCK 2, LEAWOOD SOUTH FIFTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 4 of Block 2 in Leawood South Fifth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Beginning at the Southeast corner of said Lot 4; thence along the south line of said Lot 4, S87°35'01"W, 4.00 feet; thence departing said south line N02°24'52"W, 4.00 feet; thence N87°35'01"E, 4.00 feet to a point on the east line of said Lot 4; thence along said east line S02°24'52"E, 4.00 feet to the Point of Beginning.

The above tract of land contains 16 square feet, more or less.
RESOLUTION NO. ______________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTOR RANDY L. BROOKS, TRUSTEE OF THE RANDY L. BROOKS TRUST, FOR PROPERTY LOCATED AT 12719 SAGAMORE ROAD, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Randy L. Brooks, trustee of the Randy L. Brooks Trust has executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

_______________________________
Peggy J. Dunn, Mayor

ATTEST:

______________________________
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

______________________________
Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT:
ACCEPTANCE OF EASEMENT
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12721 Sagamore Road
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of an Easement required with the improvements of the Leawood South Stormwater Project-TM-04-008.
Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offer. A Resolution has been prepared to accept the easement from and for the following:

Grantor/s:
Patrick Clay Murray and Lindsey Rae Murray
12721 Sagamore Road, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 5, Block 2, LEAWOOD SOUTH FIFTH PLAT, a subdivision in Leawood, Kansas, containing 16 square feet more or less-$93.00.

Itemized Damages and/or Cost to Cure (Rounded): $7.00
TOTAL: $100.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, along with Cost to Cure/rounded offer of the property for a total amount of $100.00. The property owners have agreed with this offer and have signed the above mentioned easement.

The Public Works Department requests the approval of the offer of $100.00 to Patrick Clay Murray and Lindsey Rae Murray and acceptance of the easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easement and Approve Resolution

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$100.00

FUND SOURCES
Capital Improvement Project 80256.100.823000

Temporary Easement = $ 93.00
Cost to Cure/rounded itemized damages $ 7.00
$100.00
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Patrick Clay Murray and Lindsey Rae Murray ["Grantors"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, do grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 08-22-2021, prepared by McClure. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantors do hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

GRANTORS:

[Signature]
Patrick Clay Murray

[Signature]
Lindsay Rae Murray

STATE OF KANSAS
) SS.
COUNTY OF JOHNSON

BE IT REMEMBERED that on this 9th day of January, 2020
before me, the undersigned, a Notary Public in and for the County and State, came
[Signature]
Patrick Murray and [Signature] Lindsay Murray who are personally known to me to be the same
persons who executed the within instrument of writing, and duly acknowledged the execution
of the same.

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

[Signature]
DONNA G. KEMPER
Notary Public - State of Kansas
My Appt. Exp. 07/03/2021

My Appointment Expires:
07/03/2021
August 28th, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 60

LOT 5, BLOCK 2, LEAWOOD SOUTH FIFTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 5 of Block 2 in Leawood South Fifth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Beginning at the Southwest corner of said Lot 5; thence along the west line of said Lot 5, N02°24’52”W, 4.00 feet; thence departing said west line N87°35’01”E, 11.00 feet; thence S02°24’52”E, 4.00 feet to a point on the south line of said Lot 5; thence along said south line S87°35’01”W, 11.00 feet to the Point of Beginning.

The above tract of land contains 44 square feet, more or less.
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Harold T. Gauert and Nancy J. Gauert, Co-Trustees of the Gauert Family Trust, ["Grantors"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT 'A' (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated Nov. 2, 2019, prepared by McClellan. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

Grantor:

Harold T Gauert, Trustee

Nancy J Gauert, Trustee

TRUSTEE ACKNOWLEDGMENT

STATE OF Kansas )
COUNTY OF Johnson ) SS.

The foregoing instrument was acknowledged before me by Harold T Gauert and Nancy J Gauert, to me personally known or produced identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

MICHELLE R. SHERRY
My Appt. Exp. 4/25/22
Notary Public

My Appointment Expires:

4/25/22
November 22, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 55

LOT 16, BLOCK 29, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 16 in Block 29 of Leawood South Sixth Plat, City of Leawood, Johnson County, State of Kansas being more particularly described as follows:

Commencing from the southwest corner of said Lot 16; thence along the west line on a curve to the left of said Lot 16, the tangent which bears N06°29′10″W, radius of said curve being 705.00 feet, with a central angle of 03°29′36″, an arc length of 42.98 feet to the Point of Beginning; thence continuing along said west line on a curve to the left, the tangent which bears N9°58′45″W, radius of said curve being 705.00 feet, with a central angle of 00°59′27″, an arc length of 12.19 feet; thence departing said west line of curvature S83°31′57″E, 51.38 feet; thence S82°45′54″W, 49.23 feet to the Point of Beginning.

Described tract of land contains 299 square feet, more or less.

[Signature]

STAN W. LLOYD
LICENSED
LS-827
11/25/2019
RESOLUTION NO. __________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS PATRICK CLAY MURRAY AND LINDSEY RAE MURRAY, FOR PROPERTY LOCATED AT 12721 SAGAMORE ROAD, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Patrick Clay Murray and Lindsey Rae Murray have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT:
ACCEPTANCE OF EASEMENT
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12725 SAGAMORE ROAD
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of an Easement required with the improvements of the Leawood South Stormwater Project-TM-04-008.
Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offer. A Resolution has been prepared to accept the easement from and for the following:

Grantor/s:
Marie B. Rakiec
12725 Sagamore Road, Leawood, KS 66209

Permanent Drainage Easement
Located in a portion of Lot 7, Block 2, LEAWOOD SOUTH FIFTH PLAT, a subdivision in Leawood, Kansas, containing 270 square feet more or less-$2,430.00.

Itemized Damages and/or Cost to Cure (Rounded):
$870.00
TOTAL: $3,300.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Permanent Drainage Easement, along with Cost to Cure/rounding offer of the property for a total amount of $3,300.00. The property owner is in agreement with this offer and has signed the above mentioned easement.

The Public Works Department requests the approval of the offer of $3,300.00 to Marie B. Rakiec and acceptance of the easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easement and Approve Resolution

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$3,300.00

FUND SOURCES
Capital Improvement Project 80256.100.823000
Permanent Drainage Easement = $2,430.00
Cost to Cure/rounded itemized damages $870.00
$3,300.00
PERMANENT DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That this Permanent Drainage Easement is made on this July 7, 2020 by Marie B Rakiec ["Grantor"], in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of a storm drainage facility, does hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a culvert, storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, drainage ditches and appurtenant work [collectively referred to as Drainage Facilities”] in any part of said easement, including the right to maintain, clean, repair, and/or replace for said facilities, together with the right of access to said easement and over and under said easement for said purposes, in the following described premises:

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

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

1. The Grantor, for themselves and for their heirs, executors, administrators, successors and assigns, hereby releases the Grantee its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition. Provided further, that this release does not include claims for damage occurring due to the willful misconduct or gross negligence of the Grantee or its contractors.

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

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

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

DATED this 10th day of January, 2020.

GRANTOR:

[Signature]

Marie B Rakiec

STATE OF KANSAS

) SS.

COUNTY OF JOHNSON

BE IT REMEMBERED that on this 10th day of January, 2020 before me, the undersigned, a Notary Public in and for the County and State, came Marie B Rakiec who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

NOTARY PUBLIC

[Signature]

STEPHEN DEPRISCO
Notary Public - State of Kansas
My Appointment Expires 08/03/22

My appointment expires: 08/03/2022
August 28th, 2019

EXHIBIT A

PERMANENT DRAINAGE EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 62

LOT 7, BLOCK 2, LEAWOOD SOUTH FIFTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A permanent drainage easement being a part of Lot 7 of Block 2 in Leawood South Fifth plat, Johnson County, Kansas being more particularly described as follows:

Beginning at the southeast corner of said Lot 7; thence along the south line of Lot 7 on a curve to the left, the tangent which bears N84°26'09"W, the radius of said curve being 300.26 feet, with a central angle of 05°09'33" , an arc distance of 27.04 feet; thence departing said south line N05°33'16"E, 10.04 feet; thence along a curve to the right, the tangent which bears S89°25'42"E, the radius of said curve being 310.26 feet, with a central angle of 04°59'33", an arc distance of 27.03 feet to a point on the east line of said Lot 7; thence along said east line S05°33'33"W, 10.00 feet to the Point of Beginning.

The above tract of land contains 270 square feet, more or less.
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM GRANTOR MARIE B. RAKIEC, FOR PROPERTY LOCATED AT 12725 SAGEMORE ROAD, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Marie B. Rakiec has executed a Permanent Drainage Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Drainage Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly I. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review

Fact Sheet

**SOUTH STORMWATER IMPROVEMENT PROJECT**

12613 Wenonga
March 2, 2020

**DISCUSSION**

The Public Works Department is requesting the acceptance of Easements required with the improvements of the Leawood South Stormwater Project – TM-04-008.

Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. Resolutions have been prepared to accept the easements from and for the following:

Grantor/s:
James Winfield Hansen and Amy M. Hansen
12613 Wenonga Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 7, Block 22, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 580 square feet more or less—$1,479.00

Permanent Drainage Easement
Located in part of Lot 7, Block 22, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas containing 536 square feet more or less—$10,109.00

Cost to Cure: $6,362.00
TOTAL: $17,950.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, Permanent Drainage Easement, and Cost to Cure of the property for a total amount of $17,950.00. The property owners are in agreement with this offer and have signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $17,950.00 to James Winfield Hansen and Amy M. Hansen and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

**COUNCIL ACTION TO BE TAKEN**

Accept easements and Approve Resolutions

**STAFF RECOMMENDATION**

☑ For
☐ Against
☐ No position

**COMMITTEE RECOMMENDATION**

☐ For
☐ Against
☐ No position ☑ No Assignment

**POLICY OR PROGRAM CHANGE**

☑ No
☐ Yes

**OPERATIONAL IMPACT**

**COSTS**

$17,950.00

**FUND SOURCES**

Capital Improvement Project 80256

Temporary Easement = 80256.100.823000 = $1,479.00
Permanent Drainage Easement =
80256.100.823000 = $10,109.00
Cost to Cure = 80256.100.823000 = $6,362.00
TOTAL = $17,950.00

7E,FF
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that James Winfield Hansen and Amy M Hansen, ["Grantors"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, do grant to the City of Leawood, Kansas, a Kansas municipal corporation ("Grantee"), with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 12/28/19, prepared by . This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantors do hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

GRANTORS:

James Winfield Hansen
Amy M Hansen

STATE OF KANSAS )
) SS.
COUNTY OF JOHNSON )

BE IT REMEMBERED that on this 25 day of January, 2020 before me, the undersigned, a Notary Public in and for the County and State, came James Hansen and Amy Hansen who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

TYLER GRAY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Oct. 17, 2020
Commission # 16521026

October 3rd, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 12

LOT 7, BLOCK 22, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 7 of Block 22 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Commencing from the southwest corner of said Lot 7; thence along the southerly line of said Lot 7, S51°16'00"E, 10.83 feet to the Point of Beginning; thence continuing along said southerly line S51°16'00"E, 7.17 feet; thence departing said southerly line N38°44'00"E, 64.31 feet; thence N16°14'00"E, 33.51 feet; thence N54°35'04"W, 3.18 feet; thence S16°14'00"W, 23.07 feet; thence S38°44'00"W, 73.77 feet to the Point of Beginning.

The above tract of land contains 580 square feet, more or less.
PERMANENT DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That this Permanent Drainage Easement is made on this 25 day of October 2020, by James Winfield Hansen and Amy M Hansen, ["Grantors"], in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of a storm drainage facility, do hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a culvert, storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, drainage ditches and appurtenant work [collectively referred to as Drainage Facilities"] in any part of said easement, including the right to maintain, clean, repair, and/or replace for said facilities, together with the right of access to said easement and over and under said easement for said purposes, in the following described premises:

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

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

1. The Grantors, for themselves and for their heirs, executors, administrators, successors and assigns, hereby release the Grantee its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantors to a neat and presentable condition. Provided further, that this release does not include claims for damage occurring due to the willful misconduct or gross negligence of the Grantee or its contractors.

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

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

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

DATED this 25 day of January, 2020.

GRANTORS:

[Signatures]

Missouri
STATE OF KANSAS ) SS.
JACKSON ) SS.
COUNTY OF JOHNSON )

BE IT REMEMBERED that on this 25th day of January, 2020, before me, the undersigned, a Notary Public in and for the County and State, came James Hansen and Amy M. Hansen who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

[Signature]
NOTARY PUBLIC

[Seal]

My appointment expires:
EXHIBIT A

PERMANENT DRAINAGE EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT -- TRACT 12

LOT 7, BLOCK 22, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A permanent drainage easement being a part of Lot 7 of Block 22 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Beginning at the southwest corner of said Lot 7; thence along the northwesterly line of said Lot 7 N38°44'00"E, 94.97 feet; thence departing said northwesterly line S54°35'04"E, 2.01 feet; thence S16°14'00"W, 23.07 feet; thence S38°44'00"W, 73.77 feet to a point on the southwesterly line of said Lot 7; thence along said southwesterly line N51°16'00"W, 10.83 feet to the point of beginning.

The above tract of land contains 936 square feet, more or less.
RESOLUTION NO. __________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS JAMES WINFIELD HANSEN AND AMY M. HANSEN, FOR PROPERTY LOCATED AT 12613 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, James Winfield Hansen and Amy M. Hansen have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM GRANTORS JAMES WINFIELD HANSEN AND AMY M. HANSEN, FOR PROPERTY LOCATED AT 12613 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, James Winfield Hansen and Amy M. Hansen have executed a Permanent Drainage Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Drainage Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review

Fact Sheet

SUBJECT:

ACCEPTANCE OF EASEMENTS
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12703 Cherokee Lane
March 2, 2020

DISCUSSION

The Public Works Department is requesting the acceptance of Easements required with the improvements of the Leawood South Stormwater Project-TM-04-008. Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. Resolutions have been prepared to accept the easements from and for the following:

Grantors:
Paul A. Orrick, Co-Trustee of Orrick Living Trust and Anne M. Orrick, Co-Trustee of Orrick Living Trust
12703 Cherokee Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 2, Block 21, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 571 square feet more or less-$1,083.00

Permanent Drainage Easement
Located in a portion of Lot 2, Block 21, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 58 square feet more or less-$457.00

Itemized Damages and/or Cost to Cure ( Rounded):
$610.00
TOTAL: $2,150.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, Permanent Drainage Easement along with Cost to Cure of the property for a total amount of $2,150.00. The property owners are in agreement with this offer and have signed the above mentioned easements.

The Public Works Department requests the approval of the offer of $2,150.00 to Paul A. Orrick and Anne M. Orrick and acceptance of the easements for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easements and Approve Resolutions

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$2,150.00

FUND SOURCES
Capital Improvement Project 80256.100.823000

Temporary Easement = $1,083.00
Permanent Drainage Easement = $457.00
Cost to Cure/rounded itemized damages = $610.00
$2,150.00
PERMANENT DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That this Permanent Drainage Easement is made on this 31st day of January 2020 by Paul A. Orrick, Co-Trustee of Orrick Living Trust, and Anne M. Orrick, Co-Trustee of Orrick Living Trust ["Grantor"], in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of a storm drainage facility, does hereby GRANT to the CITY OF LEAWOOD, KANSAS, ["Grantee"], a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of providing for drainage facilities, including, but not limited to, constructing, using, replacing, and maintaining a culvert, storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood’s Construction Standards), tributary connections, drainage ditches and appurtenant work [collectively referred to as Drainage Facilities"] in any part of said easement, including the right to maintain, clean, repair, and/or replace for said facilities, together with the right of access to said easement and over and under said easement for said purposes, in the following described premises:

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

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

1. The Grantor, for itself and for its heirs, executors, administrators, successors and assigns, hereby release the Grantee its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of this easement and the Drainage Facilities, provided that Grantee shall, as soon as practicable after construction or other work on the Easement Property and all subsequent alterations and repairs thereto or maintenance thereof, restore the property of Grantor to a neat and presentable condition. Provided further, that this release does not include claims for damage occurring due to the willful misconduct or gross negligence of the Grantee or its contractors.

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

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

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

DATED this $1st$ day of $January$, 2020.

GRANTORS

[Signature]
Paul A. Orrick, Co-Trustee of Orrick Living Trust

[Signature]
Anne M. Orrick, Co-Trustee of Orrick Living Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF $KANSAS$ )
COUNTY OF $JOHNSON$ ) SS.

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

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

[Signature]
Notary Public

$2/28/2021$
My Appointment Expires
TRUSTEE ACKNOWLEDGMENT

STATE OF KANSAS )
    ) SS.
COUNTY OF JOHNSON )

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

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

[Signature]
Notary Public

My Appointment Expires:
02/28/2021
EXHIBIT A

PERMANENT DRAINAGE EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 18

LOT 2, BLOCK 21, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A permanent drainage easement being a part of Lot 2 of Block 21 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Beginning at the West corner of said Lot 2; thence along the southwesterly line of said Lot 2 547°47'37"E, 10.98 feet; thence departing said southwesterly line N00°25'55"W, 14.18 feet to a point on the northwesterly line of said Lot 2; to a point of curvature; thence on a curve to the left, the tangent which bears S50°59'34"W, radius of said curve being 233.00 feet, with a central angle of 02°35'15", an arc length of 10.52 feet to the Point of Beginning.

The above tract of land contains 58 square feet, more or less.
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Paul A. Orrick, Co-Trustee of Orrick Living Trust, and Anne M. Orrick, Co-Trustee of Orrick Living Trust, ("Grantor"), for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the City of Leawood, Kansas, a Kansas municipal corporation ("Grantee"), with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 12/20/19, prepared by MCLINE. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

Grantor:

Paul A. Orrick, Co-Trustee of Orrick Living Trust

Anne M. Orrick, Co-Trustee of Orrick Living Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF KANSAS )
COUNTY OF JOHNSON ) SS.

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

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

SHELLY S. REXRODE
Notary Public

My Appointment Expires:

02/28/2024
TRUSTEE ACKNOWLEDGMENT

STATE OF KANSAS )
                    ) SS.
COUNTY OF JOHNSON )

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

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

[Signature]
Notary Public

My Appointment Expires:
02/28/2021
August 27th, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 18

LOT 2, BLOCK 21, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 2 of Block 21 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Commencing from the South corner of said Lot 2; thence along the southwesterly line of said Lot 2 N47°47'37"W, 5.00 feet; thence departing said southwesterly line N42°17'23"E, 32.23 feet to the Point of Beginning; thence N42°17'23"E, 35.66 feet; thence N36°38'35"W, 16.30 feet; thence S42°17'23"W, 35.66 feet; thence S36°38'35"E, 16.30 feet to the Point of Beginning.

The above tract of land contains 571 square feet, more or less.
RESOLUTION NO. __________

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM GRANTORS PAUL A. ORRICK AND ANNE M. ORRICK, CO-TRUSTEES OF ORRICK LIVING TRUST, FOR PROPERTY LOCATED AT 12703 CHEROKEE LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Paul A. Orrick and Anne M. Orrick, co-trustees of Orrick Living Trust have executed a Permanent Drainage Easement, necessary to meet improvement needs; and

WHEREAS, the City desires to accept such Permanent Drainage Easement.

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
RESOLUTION NO. ___________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS PAUL A. ORRIK AND ANNE M. ORRIK, CO-TRUSTEES OF ORRIK LIVING TRUST, FOR PROPERTY LOCATED AT 12703 CHEROKEE LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Paul A. Orrick and Anne M. Orrick, co-trustees of Orrick Living Trust have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT: ACCEPTANCE OF EASEMENT
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12706 Cherokee Lane
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of an Easement required with the improvements of the Leawood South Stormwater Project-TM-04-008.

Real estate review appraisals were completed in making the cost-to-cure and measurement of the damage offer. A Resolution has been prepared to accept the easement from and for the following:

Grantor/s:
Kristen Baehr and Justin Baehr
12706 Cherokee Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 5, Block 29, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 63 square feet more or less-$131.00.

Itemized Damages and/or Cost to Cure (Rounded):
$19.00
TOTAL: $150.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement, along with Cost to Cure/rounding offer of the property for a total amount of $150.00. The property owners are in agreement with this offer and have signed the above mentioned easement.

The Public Works Department requests the approval of the offer of $150.00 to Kristen Baehr and Justin Baehr and acceptance of the easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easement and Approve Resolution

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$150.00

FUND SOURCES
Capital Improvement Project 80256.100.823000

Temporary Easement = $131.00
Cost to Cure/rounded Itemized damages $19.00
$150.00
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Kristen Baehr and Justin Baehr ["Grantors"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, do grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT ‘A’ (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated [redacted], prepared by [redacted]. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantors do hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

GRANTORS:

[Signatures of Kristen Baehr and Justin Baehr]

STATE OF KANSAS

) SS.

COUNTY OF JOHNSON

BE IT REMEMBERED that on this 27th day of January, 2021, before me, the undersigned, a Notary Public in and for the County and State, came Kristen Baehr and Justin Baehr, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

[Signature of Shelly S. Rexrode, Notary Public]

My Appointment Expires: 02/28/2021
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 44

LOT 5, BLOCK 29, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 5 of Block 29 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Commencing from the Southeast corner of said Lot 5; thence along the east line of said Lot 5 N06°25'02"E, 3.36 feet to the Point of Beginning; thence continuing along said east line N06°25'02"E, 31.64 feet; thence departing said east line N83°34'59"W, 2.00 feet; thence S06°25'02"W, 31.71 feet thence S85°31'16"E, 2.00 feet to the Point of Beginning.

The above tract of land contains 63 square feet, more or less.
RESOLUTION NO._____

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS KRISTEN BAEHR AND JUSTIN BAEHR, FOR PROPERTY LOCATED AT 12706 CHEROKEE LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Kristen Baehr and Justin Baehr have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT: ACCEPTANCE OF EASEMENT
LEAWOOD SOUTH STORMWATER IMPROVEMENT PROJECT
12615 Wenonga
March 2, 2020

DISCUSSION
The Public Works Department is requesting the acceptance of an Easement required with the improvements of the Leawood South Stormwater Project – TM-04-008.

Real estate review appraisals were completed in making the cost-to-cure and measurement of damage offers. A Resolution has been prepared to accept the easement from and for the following:

Grantor/s:
Mary C. Nagy Trustee of Mary C. Nagy Trust and Richard J. Mundis Trustee of Richard J. Mundis Trust
12615 Wenonga Lane, Leawood, KS 66209

Temporary Construction Easement
Located in a portion of Lot 8, Block 22, LEAWOOD SOUTH SIXTH PLAT, a subdivision in Leawood, Kansas, containing 53 square feet more or less - $110.00

Cost to Cure: $490.00
TOTAL: $600.00

The Right-of-Way Agent working for the City has reviewed the property and has recommended the acquisition for the Temporary Construction Easement along with Cost to Cure of the property for a total amount of $600.00. The property owners are in agreement with this offer and have signed the above mentioned easement.

The Public Works Department requests the approval of the offer of $600.00 to Mary C. Nagy, Trustee and Richard J. Mundis Trustee and acceptance of the easement for the project.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Accept easement and Approve Resolution

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$600.00

FUND SOURCES
Capital Improvement Project 80256

Temporary Easement = 80256.100.823000 = $110.00
Cost to Cure = 80256.100.823000 = $490.00
Total = $600.00
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Mary C. Nagy Trustee of Mary C. Nagy Trust and Richard J. Mundis Trustee of Richard J. Mundis Trust, ["Grantors"], for the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the City of Leawood, Kansas, a Kansas municipal corporation ["Grantee"], with an address of 4800 Town Center Dr., Leawood, KS 66211, its successors and assigns, a Temporary Construction Easement over, under and through the following described real property:

SEE ATTACHMENT 'A' (the "Easement Property")

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing, and inspecting Leawood South Storm Sewer Improvements as shown by the plans of the proposed improvement dated 8/20/19, prepared by [Name]. This Temporary Construction Easement includes the right of ingress and egress over and through the Easement Property.

Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Easement Property may result in a grade change.

This Temporary Construction Easement shall commence upon the date listed below and shall expire Six (6) months after the completion and acceptance of construction, but in no event later than December 1, 2021.

Grantor does hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Easement Property for the purposes herein described.
This temporary construction easement is binding upon the heirs, executors, administrators, successors, and assigns of Grantor.

Grantors:

Mary C. Nagy, Trust
Richard J. Mundis, Trust

TRUSTEE ACKNOWLEDGMENT

STATE OF KANSAS )
) SS.
COUNTY OF JOHNSON )

The foregoing instrument was acknowledged before me by Mary C. Nagy and Richard J. Mundis, Trustee, to me personally known or produced Kansas Drivers Licenses as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

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

My Appointment Expires: 08-03-2023

Notary Public
August 27th, 2019

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
LEAWOOD SOUTH STORMWATER PROJECT – TRACT 13

LOT 8, BLOCK 22, LEAWOOD SOUTH SIXTH PLAT
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

A temporary construction easement being a part of Lot 8 of Block 22 in Leawood South Sixth plat, City of Leawood, Johnson County, Kansas being more particularly described as follows:

Commencing from the Southwest corner of said Lot 8; thence along the southwesterly line of said Lot 8 S51°16'00"E, 5.00 feet; thence departing said southwesterly line N38°44'00"E, 97.34 feet to the Point of Beginning; thence N38°44'00"E, 10.67 feet; thence S71°40'08"E, 5.33 feet; thence S38°44'00"W, 10.67 feet; thence N71°40'08"W, 5.33 feet to the Point of Beginning.

The above tract of land contains 53 square feet, more or less.
RESOLUTION NO. __________

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM GRANTORS MARY C. NAGY, TRUSTEE OF MARY C. NAGY TRUST AND RICHARD J. MUNDIS, TRUSTEE OF RICHARD J. MUNDIS TRUST, FOR PROPERTY LOCATED AT 12615 WENONGA LANE, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [PROJECT #80256]

WHEREAS, Mary C. Nagy, Trustee of Mary C. Nagy Trust, and Richard J. Mundis, Trustee of Richard J. Mundis Trust, have executed a Temporary Construction Easement, necessary to meet improvement needs; and

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

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

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review

Fact Sheet

SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 5 TO ENGINEERING SERVICES AGREEMENT WITH MCCLURE ENGINEERING FOR WORK ON LEAWOOD SOUTH STORMWATER PROJECT

March 2, 2020

DISCUSSION

The Public Works Department is requesting the approval of Amendment No. 5 to an Engineering Services Agreement with McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc. for work on Leawood South Stormwater Improvement Project in the amount of $10,689.35.

Amendment No. 5 is for additional tasks and fees and are primarily related to services for condemnation.

The original contract with McClure Engineering Company, (formerly Shafer Kline & Warren, Inc.) was approved April 3, 2017, at a cost of $342,930.00. Amendment No. 1 was approved May 7, 2018, for additional surveying and design and Amendment No. 2 was approved July 1, 2019, for additional sanitary sewer design. Amendment No. 3 was approved August 12, 2019, for appraisal services and easement staking. Amendment No. 4 was approved September 16, 2019, for re-design due to trees, the next phase, and the golf course. These amendments revised the total contract value to $527,455.00. With Amendment No. 5, the contract value will be revised to $538,144.35.

It is the recommendation of the Public Works Department the City Council approves Amendment No. 5 to the contract with McClure Engineering Company in the amount of $10,689.35 and authorizes the Mayor to sign same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution & Amendment to Contract

STAFF RECOMMENDATION

☑ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position

☑ No Assignment

POLICY OR PROGRAM CHANGE

☐ No

☐ Yes

OPERATIONAL IMPACT

COSTS

$10,689.35

FUND SOURCES

Leawood Project 80256
Johnson County SMAC TM-04-008
AMENDMENT NO 5

THIS AMENDMENT ("Amendment") is agreed to by and between the City of Leawood, Kansas ("City") and McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc. ("Consulting Engineer").

ARTICLE 1 - APPLICATION
This Amendment amends the Engineering Services Agreement for the Leawood South Stormwater Project #80255 (TM-04-008), dated April 3rd, 2017, as amended on May 7, 2018, and July 1st, 2019, and August 12, 2019, and September 16th, 2019, any work orders, work authorizations, purchase orders or documents of similar effect issued thereunder, between City and Consulting Engineer (the "Agreement").
The Project number as of this Amendment #5 is #80256.

ARTICLE 2 – AMENDMENT

The Agreement is hereby amended by adding the following Additional Services:

DESCRIPTION OF ADDITIONAL SERVICES
For the Valbridge Additional fees, Chicago Title Revised O&E Reports for 6 Tracts, Additional Survey to Re-Stake Easements, Additional Utility Coordination, Project Extension Coordination and other incidental work associated with the acquisition of easements on 6 tracts of land. "Exhibit A".

The Agreement is further amended to add the fixed, lump sum fee to be paid to the Consulting Engineer of $10,689.35 for these Additional Services.

ARTICLE 3 – EFFECT

The effective date of this Amendment is ______________. All other provisions of the Agreement, to the extent not inconsistent with this Amendment, remain in full force and effect. Any work performed prior to the effective date shall be treated as if performed under this Amendment.
The parties hereto have caused this Agreement to be executed in triplicate
this _____ day of __________________, 20____.

CITY OF LEAWOOD, KANSAS

By: _____________________________
Peggy J. Dunn, Mayor

ATTEST:

_____________________________
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

_____________________________
Patricia A. Bennett, City Attorney
McClure Engineering Company

By: [Signature]

Address: 11031 Strang Line Road

Lenexa, Kansas 66215

Phone: 913-307-2529

Email: pparks@mecresults.com
Addendum #5

**Supplemental Scope and Fees**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Valbridge Additional Fees</td>
<td>$3,500.00</td>
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<tr>
<td>Chicago Title Revised O &amp; E Reports for 12 Tracts</td>
<td>$1,100.00</td>
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<tr>
<td>Additional Survey to Re-Stake Easements</td>
<td>$1,600.00</td>
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<tr>
<td>Additional Utility Coordination</td>
<td>$889.35</td>
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<td>Project Extension Coordination</td>
<td>$3,600.00</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$10,689.35</strong></td>
</tr>
</tbody>
</table>
RESOLUTION NO. ____________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 5 TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY AND McCLURE ENGINEERING COMPANY, F/K/A SHAFER, KLINE & WARREN, INC., DATED APRIL 3, 2017, AS AMENDED ON MAY 7, 2018, JULY 1, 2019, AUGUST 12, 2019, AND SEPTEMBER 16, 2019 IN THE AMOUNT OF $10,689.35, PERTAINING TO THE LEAWOOD SOUTH STORMWATER PROJECT [SMAC# TM-04-008] [PROJECT #80256]

WHEREAS, the City entered into an Agreement with Shafer, Kline & Warren, Inc. on April 3, 2017 and amended such Agreement on May 7, 2018, July 1, 2019, August 12, 2019, and September 16, 2019;

WHEREAS, the parties desire to amend the Agreement for additional services; and

WHEREAS, the parties desire to execute Amendment No. 5 to the Professional Services Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute Amendment No. 5 to the Professional Services Agreement between the City and McClure Engineering Company, f/k/a Shafer, Kline & Warren, Inc. in the amount of $10,689.35, 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 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT: REQUEST TO APPROVE RESOLUTION AND ACCEPT NEW PUBLIC INFRASTRUCTURE
March 2, 2020

DISCUSSION
The following public infrastructure was installed/constructed with the 2019 Residential Reconstruction Project, Phase 1. The location of the improvements are in the 8900 block of Mohawk, 8900 block of Pawnee, 8900 block of Cherokee Lane, and the 3400 block of West 91st Street in the Leawood Subdivision.

Storm Sewer Value: $207,051.19
Street Lighting Value: $222,342.16
Street Value: $1,082,831.56

The infrastructure is installed and is requested to be accepted into operation/inventory.

The total value of new infrastructure was included in the 2019 GASB-34 Inventory (End-of-Year Reporting).

In keeping with Best Management Practices and as directed by the City’s Administrator; along with GASB-34 inventory of public infrastructure requirements, Public Works Staff is requesting the above identified public infrastructure be formally accepted by the City Council.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Acceptance of Resolution/Public Infrastructure

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT
New infrastructure/GASB-34 for 2019

COSTS

FUND SOURCES
### Contributions Tracking Form for City Infrastructure - New Developments and City Improvement Projects

#### NEW DEVELOPMENT PROJECTS

<table>
<thead>
<tr>
<th>Bridges (Pedestrian)</th>
<th>Bridges (Vehicle)</th>
<th>Right-of-Way</th>
<th>Storm Sewers</th>
<th>Street Lighting</th>
<th>Streets</th>
<th>Traffic Signals/Controllers</th>
<th>Fiber (Conduit)</th>
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<tbody>
<tr>
<td>Contractor Name</td>
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<td>Construction Cost</td>
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</tr>
</tbody>
</table>

Account Code Number:
1. Assign to City Council for Acceptance of New Contribution/New Asset. Agenda Date for Acceptance:
2. Date information entered into "Master Series Program":
   - Re-check that data agrees with (vouched to) the "Master Series" Program:
3. Date copied to Finance Department:
4. Date of Final Acceptance Letter sent to Permittee and Bonding Company:

#### CITY IMPROVEMENT PROJECTS

<table>
<thead>
<tr>
<th>Bridges (Pedestrian)</th>
<th>Bridges (Vehicle)</th>
<th>Fiber Optics (Conduit)</th>
<th>Right-of-Way</th>
<th>Storm Sewers</th>
<th>Street Lighting</th>
<th>Streets</th>
<th>Traffic Signals/Controllers</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Design Cost (Direct):</strong></td>
<td>CONTINENTAL CONSULTING ENGINEERS</td>
<td>$176,497.35</td>
<td>$189,577.51</td>
<td>$926,024.11</td>
<td>$1,292,098.97</td>
<td>$142,600.01</td>
<td>$77,525.94</td>
<td>$1,512,224.92</td>
</tr>
<tr>
<td>Design Cost (Indirect 8%)</td>
<td></td>
<td>$19,964.00</td>
<td>$21,390.00</td>
<td>$101,246.01</td>
<td>$131,260.01</td>
<td>$142,600.01</td>
<td>$77,525.94</td>
<td>$1,512,224.92</td>
</tr>
<tr>
<td>Inspection Cost (Direct)</td>
<td></td>
<td>$10,589.84</td>
<td>$11,374.65</td>
<td>$55,561.45</td>
<td>$57,545.94</td>
<td>$60,525.94</td>
<td>$57,545.94</td>
<td>$57,545.94</td>
</tr>
<tr>
<td>Inspection Cost (Indirect 6%)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Asset Cost:</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE VALUE HERE if project was administered by others and received Federal-State-County Aid.*

(Sum of all asset costs) Total Asset: $1,512,224.92

Account Code Number
1. Notice of Final Payments for City Improvement Projects: ________________
2. Date information entered into "Master Series Program":
   - Re-check that data agrees with (vouched to) the "Master Series" Program:
3. Date copied to Finance Department: ________________
4. Date of Final Acceptance Letter sent to Permittee and Bonding Company: ________________

---

**FINAL**
Director of Public Works or City Engineer

Date: 2/17/2020 JAS

Refer to process and instructions for completing this form listed on the back of this page.

TAB 9-PHASE 1 2019 Residential Street Recon JAS 02-17-2020.xur/Tracking Form (front side)
02-06-2003 Version
**CITY OF LEAWOOD**

**2019 RESIDENTIAL STREET RECONSTRUCTION PROGRAM**

**PHASE I**

**JOHNSON COUNTY, KANSAS**

**PROJECT #0219**

---

### Storm Sewer

<table>
<thead>
<tr>
<th>Size</th>
<th>Length (LF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18&quot; RCP</td>
<td>455</td>
</tr>
<tr>
<td>16&quot; RCP</td>
<td>28</td>
</tr>
<tr>
<td>24&quot; RCP</td>
<td>29</td>
</tr>
<tr>
<td>6&quot; x 8' Standard Curb Inlet</td>
<td>2 EA</td>
</tr>
<tr>
<td>6&quot; x 8' Special Use Curb Inlet</td>
<td>2 EA</td>
</tr>
<tr>
<td>6&quot; x 7.5' Special Use Curb Inlet</td>
<td>1 EA</td>
</tr>
<tr>
<td>6&quot; x 8' Special Use Curb Inlet</td>
<td>1 EA</td>
</tr>
</tbody>
</table>

Cost per LF: $193.95

### Streets

- 0,880 LF New Roadway
- **Cost per LF: $232.87**
TRAFFIC SIGNAL INVENTORY INFORMATION
(Once the signal is in place and on GASB Inventory, refer to Signal Drawer for continual update information-each signal will have it’s own folder)

Removed 12 street lights and poles.

Installed 22 new 28’ poles with 6’ mast arms and LED luminaires

Cost per Street Light: $8,617.15
BRIDGE (VEHICLE) INVENTORY SHEET
Leawood Public Works Department
Leawood, Kansas

PROJECT NAME:
East / West Street:
North / South Street:
Year Installed:

Description of Inventory: ACTUAL OR ESTIMATED

Date Completed:

Bridge Type: Precast Reinforced Concrete Box, double 12' x 7'
Prestressed Concrete
Steel without Truss
Multi Cell Box

<table>
<thead>
<tr>
<th>BRIDGE COST</th>
<th>DESIGN COST</th>
<th>INSPECTION COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#VALUE!</td>
</tr>
</tbody>
</table>

Other shared costs information (if applicable)...

Kansas Department of Transportation:
Johnson County C.A.R.S. Funding:
Johnson County Stormwater Management (SMAC) Funding:

Notes or Additional Comments:

sum
Leawood Public Works Department Contributions Tracking Form for City Infrastructure - New Developments and City Improvement Projects

**Instructions process on completing form:**

**For New Development Projects:**
For private developments, when the City is accepting public infrastructure improvements consisting of streets, storm sewer, street lights, or traffic signals the City will keep track of actual construction costs associated with each type of improvement.

The Public Works Department will contact the Planning Department to obtain the area and cost of right-of-way associated with new developments.

**For City Improvement Projects:**
Internal Projects: Those public improvements that are designed by staff, the cost for design and inspection will be a percentage of the construction cost. The percentage for design and inspection will be established using industry standards based on the type of construction. *(Currently 8% for indirect design and 6% for indirect inspection [2003 year])*

Consultant Design Projects: Those public improvements that are designed by an outside consultant, the Consultant will be required to allocate their actual cost for design and inspection for the portion of the improvement being claimed. These additional costs will be added to the cost of construction to obtain the true cost of the asset.

Right of Way area will be noted by Public Works Staff.

**Asset Categories of Contributions:**
- Bridges (Pedestrian)
- Bridges (Vehicle)
- Right-of-Way
- Storm Sewers: (Includes installation of pipe and structures associated with pipe system, and cross road culverts. Bank stabilization improvements are excluded).
- Street Lighting: (Includes poles and junction boxes).
- Streets: (Includes grading, curbs and paving).
- Traffic Signals / Controllers: (Includes all components for complete signal)

This "Contributions Tracking Form for City Infrastructure for New Developments and City Improvements Projects" form should be completed for all projects that add or delete assets of the above categories. Upon completion of construction and when ready for public use, all assets of these type are presented for City Acceptance.

Projects receiving Federal/State/County Aid that are administered by others, will be noted on the tracking form with amount of Leawood share described. Interlocal Agreements should be attached to the individual tracking form for the project.

After completion of the form, the form is given to Public Works Administration Services Division for approval signature and execution by the Governing Body. Information completed on these forms will be entered onto a "GASB Inventory Listing Sheet" form for the given year and kept in Public Works Files. A copy of the "END OF THE YEAR SUMMARY" along with the supporting Tracking Forms will be given to the Finance Department and the City Clerk by Public Works Administration Services.
RESOLUTION NO. _________

RESOLUTION ACCEPTING NEW GASB-34 PUBLIC INFRASTRUCTURE IN ACCORDANCE WITH GASB-34 GUIDELINES OF REPORTING INVENTORY OF ASSETS FOR PROPERTY LOCATED ON MOHAWK ROAD, PAWNEE LANE, AND CHEROKEE LANE, SOUTH OF 89TH STREET TO 91ST STREET AND EAST OF MISSION ROAD, AND ALONG 91ST STREET BETWEEN MOHAWK ROAD AND PAWNEE LANE IN THE LEAWOOD SUBDIVISION PERTAINING TO THE 2019 RESIDENTIAL RECONSTRUCTION PROJECT, PHASE 1 [#80219].

WHEREAS, the City wishes to accept public infrastructure improvements within the area listed above.

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

SECTION ONE: That the Governing Body hereby accepts the public infrastructure improvements as more fully described in Exhibit A, attached hereto 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 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]  

______________________________
Peggy J. Dunn, Mayor

ATTEST:

______________________________
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

______________________________
Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT: REQUEST TO APPROVE RESOLUTION AND ACCEPT NEW PUBLIC INFRASTRUCTURE
March 2, 2020

DISCUSSION
The following public infrastructure was installed/constructed with the 2019 Patrician Woods Stormwater Improvements. The location of the improvements are at 126th Terrace and Delmar in the Patrician Woods Subdivision.

Storm Sewer Value: $1,146,278.00

The infrastructure is installed and is requested to be accepted into operation/inventory.

The total value of new infrastructure was included in the 2019 GASB-34 Inventory (End-of-Year Reporting).

In keeping with Best Management Practices and as directed by the City’s Administrator; along with GASB-34 inventory of public infrastructure requirements, Public Works Staff is requesting the above identified public infrastructure be formally accepted by the City Council.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Acceptance of Resolution/Public Infrastructure

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT
New infrastructure/GASB-34 for 2019

COSTS

FUND SOURCES
# Contributions Tracking Form for City Infrastructure - New Developments and City Improvement Projects

## NEW DEVELOPMENT PROJECTS

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Bridges (Pedestrian)</th>
<th>Bridges (Vehicle)</th>
<th>Right-of-Way</th>
<th>Storm Sewers</th>
<th>Street Lighting</th>
<th>Streets</th>
<th>Traffic Signals/Controllers</th>
<th>Fiber (Conduit)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Account Code Number:**
1. Assign to City Council for Acceptance of New Contribution/New Asset. Agenda Date for Acceptance: ____________
2. Date information entered into "Master Series Program": Re-check that data agrees with (vouched to) the "Master Series" Program: ____________
3. Date copied to Finance Department: ____________
4. Date of Final Acceptance Letter sent to Permittee and Bonding Company: ____________

## CITY IMPROVEMENT PROJECTS

**Project Number:** EDEN CONTRACT NO. 16.001 & 19.030 PROJECT #77018 SMAC #TM-04-006

**Name of Development and Location:** 2019 Patrician Woods Stormwater Improvements

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Bridges (Pedestrian)</th>
<th>Bridges (Vehicle)</th>
<th>Fiber Optics (Conduit)</th>
<th>Right-of-Way</th>
<th>Storm Sewers</th>
<th>Street Lighting</th>
<th>Streets</th>
<th>Traffic Signals/Controllers</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wiedemann Inc. (19.030)</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>$882,595.38</td>
</tr>
<tr>
<td>Olsson Inc. (16.001)</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>$210,726.90</td>
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<td>0.00</td>
</tr>
<tr>
<td>Inspection Cost (Indirect 8%)</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>$52,955.72</td>
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<td>Finance Costs if applicable</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Asset Cost:</td>
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<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$1,146,278.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>$1,146,278.00</td>
</tr>
</tbody>
</table>

**Quantity:**

*NOTE VALUE HERE if project was administered by others and received Federal-State-County Aid.\(^{\text{a}}\)*

\(^{\text{a}}\) (Sum of all asset costs) Total Asset: **$1,146,278.00**

**Account Code Number:**
1. Notice of Final Payments for City Improvement Projects: ____________
2. Assign to City Council for Acceptance of New Contribution/New Asset. Agenda Date for Acceptance: 3/2/2020
3. Date information entered into "Master Series Program": Re-check that data agrees with (vouched to) the "Master Series" Program: ____________
4. Date copied to Finance Department: ____________
5. Date of Final Acceptance Letter sent to Permittee and Bonding Company: ____________

---

**Approved by:**

**Final for Wiedemann**

Director of Public Works or City Engineer

Date: 2/13/2020 Shawn Johnson/Julie Stasi

---

Refer to process and instructions for completing this form listed on the back of this page.
## Additional Information for: 2019 Patrician Woods Stormwater Improvements

### GASB Asset Quantity Report

**Storm Sewer Installed Q'tys.**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>TOTAL QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00</td>
<td>CULVERT AND STORM SEWER SYSTEM</td>
<td></td>
</tr>
<tr>
<td>2.01</td>
<td>Storm Sewer Pipe (18&quot; RCP)</td>
<td>LF</td>
</tr>
<tr>
<td>2.02</td>
<td>Storm Sewer Pipe (24&quot; RCP)</td>
<td>LF</td>
</tr>
<tr>
<td>2.03</td>
<td>Storm Sewer Pipe (30&quot; RCP)</td>
<td>LF</td>
</tr>
<tr>
<td>2.04</td>
<td>Reinforced Concrete Box (10'x6')</td>
<td>LF</td>
</tr>
<tr>
<td>2.05</td>
<td>KCMMB 5K (Structural) Concrete</td>
<td>CY</td>
</tr>
<tr>
<td>2.06</td>
<td>Seal Course</td>
<td>LS</td>
</tr>
<tr>
<td>2.07</td>
<td>8&quot;x4&quot; Curb Inlet</td>
<td>EA</td>
</tr>
<tr>
<td>2.08</td>
<td>8&quot;x3&quot; Curb Inlet</td>
<td>EA</td>
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<tr>
<td>2.09</td>
<td>6&quot;x4&quot; Curb Inlet</td>
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<td>2.10</td>
<td>6&quot;x3&quot; Curb Inlet</td>
<td>EA</td>
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<td>2.11</td>
<td>4&quot;x4&quot; Area Inlet</td>
<td>EA</td>
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<tr>
<td>2.12</td>
<td>Handrail</td>
<td>LF</td>
</tr>
<tr>
<td>2.13</td>
<td>Concrete Pipe Collar</td>
<td>EA</td>
</tr>
<tr>
<td>2.14</td>
<td>Private Drain Pipe Connection (Est.)</td>
<td>EA</td>
</tr>
<tr>
<td>2.15</td>
<td>Gabions</td>
<td>LF</td>
</tr>
<tr>
<td>2.16</td>
<td>Concrete Channel (6&quot;)</td>
<td>SY</td>
</tr>
<tr>
<td>2.17</td>
<td>PVC Pipe</td>
<td>LF</td>
</tr>
</tbody>
</table>

**Field Costs of Asset**

| 928 LF of Storm Sewer at $051.07/LF | $882,595.38 |

**Total Asset w/direct costs**

| 528 LF of Storm Sewer + Design + construction costs = $1,178.15/ LF |  |

* Storm Installation required portions of 12th Ave. and Delmar streets to be reconstructed, accounting for the high cost per linear foot of storm installation.

Roe Ave RCB Improvement QTY's were removed from the GASB portion as they are not included ($50,335.62).

**Total contract project cost** = $932,851.00 - $50,335.62 = $882,595.38

The HOA monument is a project cost that will be expensed.

**Expensed field items and amounts:**

| HOA monument (up to $20,000.00) | $20,000.00 |
| Roe Ave. RCB Improvements | $50,335.62 |
| Total Field Items Expensed | $70,335.62 |
Leawood Public Works Department Contributions Tracking Form for City Infrastructure - New Developments and City Improvement Projects

Instructions process on completing form:

For New Development Projects:
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The Public Works Department will contact the Planning Department to obtain the area and cost of right-of-way associated with new developments.

For City Improvement Projects:
Internal Projects: Those public improvements that are designed by staff, the cost for design and inspection will be a percentage of the construction cost. The percentage for design and inspection will be established using industry standards based on the type of construction.

(Currently 6% for indirect design and 6% for indirect inspection [2003 year])

Consultant Design Projects: Those public improvements that are designed by an outside consultant, the Consultant will be required to allocate their actual cost for design and inspection for the portion of the improvement being claimed. These additional costs will be added to the cost of construction to obtain the true cost of the asset.

Right of Way area will be noted by Public Works Staff.

Asset Categories of Contributions:

- Bridges (Pedestrian)
- Bridges (Vehicle)
- Right-of-Way
- Storm Sewers: (Includes installation of pipe and structures associated with pipe system, and cross road culverts. Bank stabilization improvements are excluded).
- Street Lighting: (Includes poles and junction boxes).
- Streets: (Includes grading, curbs and paving).
- Traffic Signals / Controllers: (Includes all components for complete signal)

This "Contributions Tracking Form for City Infrastructure for New Developments and City Improvements Projects" form should be completed for all projects that add or delete assets of the above categories. Upon completion of construction and when ready for public use, all assets of these types are presented for City Acceptance.

Projects receiving Federal/State/County Aid that are administered by others, will be noted on the tracking form with amount of Leawood share described. Interlocal Agreements should be attached to the individual tracking form for the project.

After completion of the form, the form is given to Public Works Administration Services Division for approval signature and execution by the Governing Body.

Information completed on these forms will be entered onto a "GASB Inventory Listing Sheet" form for the given year and kept in Public Works Files.

A copy of the "END OF THE YEAR SUMMARY" along with the supporting Tracking Forms will be given to the Finance Department and the City Clerk by Public Works Administration Services.
RESOLUTION NO. 

RESOLUTION ACCEPTING NEW GASB-34 PUBLIC INFRASTRUCTURE IN ACCORDANCE WITH GASB-34 GUIDELINES OF REPORTING INVENTORY OF ASSETS FOR PROPERTY LOCATED ON PORTIONS OF 126TH TERRACE AND DELMAR STREETS IN THE PATRICIAN WOODS SUBDIVISION PERTAINING TO THE 2019 PATRICIAN WOODS STORMWATER IMPROVEMENT PROJECT [#77018].

WHEREAS, the City wishes to accept public infrastructure improvements within the area listed above.

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

SECTION ONE: That the Governing Body hereby accepts the public infrastructure improvements as more fully described in Exhibit A, attached hereto 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 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL] 

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT: REQUEST TO APPROVE CHANGE ORDER #1
ROE AVENUE WALL REPLACEMENT
March 2, 2020

DISCUSSION
The Public Works Department is requesting approval of Change Order No. 1 to the Construction Agreement between the City and Dondlinger & Sons Construction Co., Inc. for work on the Roe Avenue Wall Replacement Project. The City approved the contract with Dondlinger & Sons Construction Co., Inc. on January 6, 2020, at a construction cost of $80,698.80.

The project is for a replacement of a section of wall that had begun to fail. During removal of the stone veneer it was determined the adjacent section of retaining wall had also rotated. The cost for removal and replacement of the adjacent wall is $37,589.00. With approval of this Change Order the contract will be revised to $118,287.80.

It is the recommendation of the Public Works Department that the City Council approves Change Order No. 1 to the contract with Dondlinger & Sons Construction Co., Inc. for a price of $37,589.00 and authorizes the Mayor to sign.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Approve Resolution and Change Order

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$37,589.00

FUND SOURCES
72088
CITY OF LEAWOOD, KANSAS

CONTRACT CHANGE ORDER

Project Name: Roe Avenue Wall Replacement
Contractor: Dondlinger and Sons Construction Company, Inc.
Eden Contract No.: 20.003
City Project No.: 72088
Fund No.: 
Change Order No.: 1

The following changes are hereby authorized in the subject agreement dated: January 6, 2020

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>L.S.</td>
<td>1</td>
<td>$3,400.00</td>
<td>3,400.00</td>
</tr>
<tr>
<td>2</td>
<td>Removals</td>
<td>L.S.</td>
<td>1</td>
<td>$7,200.00</td>
<td>7,200.00</td>
</tr>
<tr>
<td>3</td>
<td>Stone Veneer Removal and Installation</td>
<td>S.F.</td>
<td>200</td>
<td>$34.75</td>
<td>6,950.00</td>
</tr>
<tr>
<td>5</td>
<td>Retaining Wall</td>
<td>S.F.</td>
<td>177</td>
<td>$57.00</td>
<td>10,089.00</td>
</tr>
<tr>
<td>6</td>
<td>Strip Drain</td>
<td>S.Y.</td>
<td>17</td>
<td>$50.00</td>
<td>850.00</td>
</tr>
<tr>
<td>7</td>
<td>Granular Backfill</td>
<td>C.Y.</td>
<td>20.00</td>
<td>$215.00</td>
<td>4,300.00</td>
</tr>
<tr>
<td>9</td>
<td>Traffic Control</td>
<td>L.S.</td>
<td>1</td>
<td>$1,600.00</td>
<td>1,600.00</td>
</tr>
<tr>
<td>10</td>
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TOTAL: $37,589.00

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

Contract price before this change order: $80,698.80
Total Increase/Decrease of this change order: $37,589.00
Contract price after this change order: $118,287.80
CITY OF LEAWOOD, KANSAS

CONTRACT CHANGE ORDER

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

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

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

SUBMITTED BY THE CONTRACTOR

Dondlinger & Sons Construction Co., Inc.

Date: 2-17-20

ACCEPTED BY THE CITY OF LEAWOOD

Brian Scovill, City Engineer

Date: 2/10/2020

ATTEST:

Kelly L. Varner, City Clerk, MSM

Date: __________________________

APPROVED BY THE CITY OF LEAWOOD

Mayor Peggy J Dunn

Date: __________________________

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Date: __________________________
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT CHANGE ORDER IN THE AMOUNT OF $37,589.00 BETWEEN THE CITY AND DONDLINGER AND SONS CONSTRUCTION COMPANY FOR THE ROE AVENUE WALL REPLACEMENT PROJECT [PROJECT #72088]

WHEREAS, Dondlinger and Sons Construction Company was selected by the City for services pertaining to the Roe Avenue Wall Replacement Project; and

WHEREAS, the parties desire to execute a Contract Change Order to the Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Contract Change Order between the City and Dondlinger and Sons Construction, in the amount of $7,589.00, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set forth herein.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]  

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT: APPROVE SIXTH AND FINAL PAY REQUEST WITH WIEDENMANN INC FOR THE PATRICIAN WOODS STORMWATER IMPROVEMENT PROJECT
March 2, 2020

DISCUSSION
Attached, is the Sixth (6th) and Final Pay Request from Wiedenmann, Inc. for work on the Patrician Woods Stormwater Improvements Project. The final invoice is for $13,376.76. With this payment the total came to $933,675.00.

On March 26th, 2019, the City awarded the contract to Wiedenmann, Inc. at a price of $937,995.00. The Patrician Woods Stormwater Improvements Project pavement removal, curb removal, excavation and compaction, grading, curb replacement, paving, storm sewer removal and replacement, sodding, tree and shrub removal and replacement, and other construction.

On November 18, 2019 a Change Order was issued for the amount of $28,981.70 for added pavement. With this change, the contract was revised to $966,976.70

This project came in $33,301.70 under budget. A copy of the contractors Performance Evaluation is also attached to this report.

It is the recommendation of the Public Works Department that the City Council approves the final payment of $13,376.76 to Wiedenmann, Inc. and authorize the Mayor to sign same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Approve Sixth and Final Pay Request

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$13,376.76

FUND SOURCES
Leawood Eden Contract #19.030
Leawood Project No. 77018 $28,981.70
Johnson County SMAC Project TM-04-006
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Wiedemann, INC.

Shawn Johnson
Senior Construction Inspector

David Ley
Director of Public Works

Peggy J. Dunn
Mayor
## CONTRACTOR PERFORMANCE EVALUATION

### Project: Patrician Woods Stormwater Improvements

**Contractor:** Wiedenmann, Inc.

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<td>A</td>
<td>Completion of Construction within allotted time and budget</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Project is complete. Contractor missed completion date of Oct. 1st. Contract completed under original contract budget</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Consistency of work effort of the contractor or subs based on schedule</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Wiedenmann progressed steadily. Subcontractor work lagged slightly but consistent.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Quality of work performed by contractor or subcontractor</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Landscaper missed details that resulted in reworking areas that could’ve been avoided. Ultimately, work was satisfactory.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Damages and repairs of any damage to public or private property</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>Traffic control in work zone under construction by contractor</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>F</td>
<td>Ability of contractor or subcontractor to communicate and work with residents</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Residents were anxious for final restoration work which lagged behind with little to no communication from subcontractor. The work was completed with good results.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Coordination with Utility Companies</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>H</td>
<td>Cooperation of the contractor or subcontractor with City Staff</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Cooperation with City staff was exemplary. Contractor was very accommodating.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Maintenance of Construction Site During Construction</td>
<td>5</td>
<td>4</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>J</td>
<td>Responsiveness to a direct request from the Public Works Director</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Substitutions and extra work was completed with more than fair agreements and accommodations.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Fairness and appropriate use of requests for change orders during construction</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>L</td>
<td>Safety on the job-site during construction</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>M</td>
<td>Final restoration and clean-up by contractor and subcontractor</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Restoration is complete and very satisfactory. This aspect lagged behind due to landscaping.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Responsiveness to correction of &quot;punch list&quot; items</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Misc.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

* Each Category will be rated on a scale of 1 to 5 with 5 being the highest rating
* A score of 0 indicates not applicable for this review period
* The average score of all categories will be the final score
* Scores of 3 and above will be considered acceptable while scores less than 3 will be considered unsatisfactory

**COMPLETING THE FORM**

1. Record the number and nature of any valid complaints
2. List any instances of failure to meet the requirements of the contract performance evaluation.
3. Identify performance goals that have not been met during the reporting period.
4. Recommend actions to be taken by contractor to improve performance or correct deficiencies.
5. If evaluation shows acceptable performance, congratulate the contractor.

Final Project Score = **4.74**

2/14/2020
**Contract # 19.030**

| Date Received: | 2-13-20 |
| Vendor: Wiedenmann, Inc. |
| Project Account #: 77087.120.955066 |
| GL Account #: |
| Amount: $13,376.76 |

| PO #: 31149000921 | Partial Complete |
| Doc #: | 211920 |

**Dept. Head Signature**

**City Admin Signature**
Memo

To: Mayor Dunn and Members of the City Council
CC: Scott Lambers
From: Chief Troy Rettig
Date: March 2, 2020
Re: 2020 Payment for Maintenance Fees for Computer Aided Dispatch Software to Hexagon Safety & Infrastructure

We are requesting approval for the purchase of the annual maintenance agreement for our computer aided dispatch software as well as the accompanying software product used in our patrol cars.

The budget line for this is:

Police Admin Contractual Expense (11110.22110.611000)

Please let me know if you have any questions.
MAINTENANCE QUOTATION SUMMARY

Agreement: 1-22Z6SO5

Performance Period: 6/1/20 through 5/31/21
Currency: USD

Bill To:
Leawood KS City Of
Accounts Payable
4800 Town Center Drive
Leawood KS 66211
USA

Ship To:
Leawood KS City Of
Doug Brokaw
4201 Town Center Drive
Leawood KS 66211
USA

Quotation Summary:

<table>
<thead>
<tr>
<th>SW Maint</th>
<th>$15,635.52</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Services Cost*</td>
<td>$15,635.52</td>
</tr>
</tbody>
</table>

* Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.

This Quote for Maintenance Services is an Order made pursuant to and subject to those certain Master Agreement Terms and Conditions ("Master Terms") set forth at: https://www.hexagon safety infrastructure.com/-media/Legal/Hexagon/SI/Sales/US_MT/US_MT_09-2019.pdf. This Quote for Maintenance Services and the Master Terms shall only become binding and effective upon the written acceptance of both parties. This Quote for Maintenance Services expires on the first day of the Coverage Period identified herein.

THIS IS NOT AN INVOICE

Offered by: Intergraph Corporation

Accepted by:

Signature: Devin Jacobson
Name: Devin Jacobson
Title: Maintenance Contract Administrator
Date: 2/12/20
Email: devin.jacobson@hexagonsi.com
Telephone: 2567305851

Signature: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
Email: __________________________
Telephone: __________________________
Fax: __________________________

Please mark one of the following options when submitting your acceptance:

☐ A Purchase Order will not be issued. Customer signature above constitutes notice to proceed with this agreement.

☐ A Purchase Order will be issued for this Order for Maintenance Services. The PO shall note the Order Number above on the Purchase Order. Notwithstanding anything else to the contrary in the Purchase Order, the resulting Order is subject only to this Quote and the Master Terms.
# MAINTENANCE QUOTATION DETAIL

**Leawood KS City Of**  
**Account Nbr:** MDC-2140  
**Quote:** 1-2226SO5 Leawood KS City Of 20-21

## Bill To:
Leawood KS City Of  
Accounts Payable  
4800 Town Center Drive  
Leawood KS  66211  
USA

## Ship To:
Leawood KS City Of  
Doug Brokaw  
4201 Town Center Drive  
Leawood KS  66211  
USA

<table>
<thead>
<tr>
<th>Site Number: 00120418</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ln</strong></td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>

**Subtotal for Site Number 00120418**  
$15,635.52

**Grand Total Excluding Tax**  
$15,635.52

<table>
<thead>
<tr>
<th>AREA OF CITY</th>
<th>CALLS</th>
<th>CODE 1</th>
<th>NON-EMERGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Zone</td>
<td>701</td>
<td>2:20</td>
<td>5:36</td>
</tr>
<tr>
<td>Center Zone</td>
<td>807</td>
<td>3:02</td>
<td>4:44</td>
</tr>
<tr>
<td>South Zone</td>
<td>799</td>
<td>3:51</td>
<td>5:46</td>
</tr>
</tbody>
</table>

**Calls for Service**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Stops</td>
<td>1028</td>
</tr>
<tr>
<td>Traffic Complaint Areas investigated</td>
<td>90</td>
</tr>
<tr>
<td>Medical Calls</td>
<td>170</td>
</tr>
<tr>
<td>Alarms</td>
<td>116</td>
</tr>
<tr>
<td>Arrests</td>
<td>108</td>
</tr>
<tr>
<td>Accidents (Injury)</td>
<td>65 (2)</td>
</tr>
<tr>
<td>Open Doors</td>
<td>31</td>
</tr>
<tr>
<td>Suspicious Activity calls</td>
<td>27</td>
</tr>
<tr>
<td>Check the Welfare</td>
<td>28</td>
</tr>
<tr>
<td>9-1-1 Calls Received</td>
<td>874 (Approx. 28 calls per day)</td>
</tr>
<tr>
<td>Administrative Calls Received</td>
<td>2748</td>
</tr>
</tbody>
</table>

**Monthly Highlights**

**Department Employees Recognized**

Several Police Department employees received recognition in January. Detective Randy Rausch (left, picture at right) was recognized for 25 years of service in law enforcement, 23 in Leawood, while Officer Eric Gould was recognized for 20 years of service, all in Leawood. Detective Jesse Ryman received the department’s Lifesaving Award. Ryman was honored in recognition of his role performing CPR at the scene of a cardiac arrest while working off-duty at Church of the Resurrection. Finally, Chief Rettig thanked all the employees for their efforts in helping Leawood win the title as Lendedu.com’s safest city in Kansas for 2019.
# Frequent crash locations

<table>
<thead>
<tr>
<th>INTERSECTION</th>
<th>Jan</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-435 &amp; State Line Road</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Town Center Dr. &amp; Roe Avenue</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>College Blvd. &amp; State Line Road</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>135th St. &amp; State Line Road</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>103rd St. &amp; State Line Road</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>135th Street &amp; Kenneth Road</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>135th Street &amp; Mission Road</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>112th St. &amp; Nall Avenue</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

## CRIME REPORT

<table>
<thead>
<tr>
<th></th>
<th>This month*</th>
<th>Last month</th>
<th>A year ago</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burglaries</td>
<td>3</td>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>Thefts from vehicles</td>
<td>6</td>
<td>5</td>
<td>15</td>
</tr>
<tr>
<td>Drug possession violations</td>
<td>12</td>
<td>11</td>
<td>7</td>
</tr>
<tr>
<td>Stolen autos</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Agg. assault/batteries</td>
<td>1</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Crim. Damage to Property/Vandalism</td>
<td>10</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>DUI</td>
<td>6</td>
<td>16</td>
<td>2</td>
</tr>
<tr>
<td>Shoplifting</td>
<td>8</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Mental Health related calls</td>
<td>30</td>
<td>34</td>
<td>24</td>
</tr>
</tbody>
</table>

## ENFORCEMENT REPORT

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrests</td>
<td>77</td>
<td>88</td>
<td>82</td>
<td>90</td>
<td>108</td>
</tr>
<tr>
<td>Citations</td>
<td>712</td>
<td>636</td>
<td>643</td>
<td>604</td>
<td>835</td>
</tr>
<tr>
<td>Warnings</td>
<td>605</td>
<td>548</td>
<td>461</td>
<td>555</td>
<td>897</td>
</tr>
<tr>
<td>Crashes</td>
<td>45</td>
<td>77</td>
<td>70</td>
<td>68</td>
<td>34</td>
</tr>
</tbody>
</table>
Janurary 2020 Report

Monthly Calls for Service

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Responses</td>
<td>7</td>
</tr>
<tr>
<td>EMS Responses</td>
<td>203</td>
</tr>
<tr>
<td>HazMat Responses</td>
<td>6</td>
</tr>
<tr>
<td>Tech Rescue Responses</td>
<td>1</td>
</tr>
<tr>
<td>Other Calls for Service</td>
<td>52</td>
</tr>
<tr>
<td>Total Calls This Month</td>
<td>269</td>
</tr>
<tr>
<td>YTD Total Calls</td>
<td>269</td>
</tr>
</tbody>
</table>

Monthly Activity Hours
(Non-training - can include response, public education, public services, maintenance, etc)
Staff Activity Hours: 929

Monthly Training Hours
Training Hours: 2,028

Monthly Highlights

- 12 Infant or Child Car Seat Installations
- 9 Public Relations / Public Education Events
- 24 CPR / First Aid students taught
- 7 Residential Smoke Detector Assists (checks, batteries, installations)
- 1 HOA Meeting hosted
- Annual All-Hands Meeting

Annual LFD All-Hands Meeting

The Leawood Fire Department held its annual all-hands meeting on January 16th at Vista 154. All but four members of the department were in attendance thanks to response support from our neighbors. Attendees enjoyed a delicious breakfast from Two-Sisters Catering. An emotional and heartfelt voice-mail from a resident was shared with everyone to remind us why we do what we do. The department then presented annual awards such as time-in-service and for its new commendation program. Topics of discussion on the agenda included the new credentialing program, policy changes, records management, accreditation, and peer support. A question and answer session concluded the event.
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

<table>
<thead>
<tr>
<th>LFD - Baseline Performance 90th Percentile</th>
<th>All Calls</th>
<th>Fire</th>
<th>EMS</th>
<th>Tech Rescue</th>
<th>HazMat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Incidents by Type</td>
<td>269</td>
<td>7</td>
<td>203</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Alarm Handling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Pick-Up to Dispatch</td>
<td>1:43</td>
<td>1:53</td>
<td>1:10</td>
<td>2:05</td>
<td>1:42</td>
</tr>
<tr>
<td>Turnout Time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispatch to 1st Unit Enroute</td>
<td>1:17</td>
<td>1:57</td>
<td>1:15</td>
<td>0:44</td>
<td>0:29</td>
</tr>
<tr>
<td>Travel Time 1st Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enroute to Arrival Time 1st Unit on Scene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Responses Only</td>
<td>5:38</td>
<td>3:37</td>
<td>5:38</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Response Time - 1st Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enroute to Arrival Time 1st Unit on Scene</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Responses Only</td>
<td>7:21</td>
<td>5:12</td>
<td>7:21</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Travel Time ERF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enroute to Arrival Time Effective Response</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Force Emergency Responses Only</td>
<td>10:01</td>
<td>7:36</td>
<td>10:01</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Response Time - ERF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enroute to Arrival Effective Response</td>
<td>11:18</td>
<td>9:36</td>
<td>11:18</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
# Leawood Municipal Court CaseLoad

## Cumulative

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAN</td>
<td>1,246</td>
<td>890</td>
<td>820</td>
<td>785</td>
</tr>
<tr>
<td>FEB</td>
<td>2,201</td>
<td>1,537</td>
<td>1,559</td>
<td></td>
</tr>
<tr>
<td>MAR</td>
<td>3,253</td>
<td>2,280</td>
<td>2,595</td>
<td></td>
</tr>
<tr>
<td>APR</td>
<td>4,615</td>
<td>2,907</td>
<td>3,597</td>
<td></td>
</tr>
<tr>
<td>MAY</td>
<td>5,483</td>
<td>3,900</td>
<td>4,481</td>
<td></td>
</tr>
<tr>
<td>JUN</td>
<td>6,652</td>
<td>4,713</td>
<td>5,542</td>
<td></td>
</tr>
<tr>
<td>JUL</td>
<td>7,783</td>
<td>5,607</td>
<td>6,496</td>
<td></td>
</tr>
<tr>
<td>AUG</td>
<td>8,776</td>
<td>6,470</td>
<td>7,419</td>
<td></td>
</tr>
<tr>
<td>SEP</td>
<td>9,677</td>
<td>7,527</td>
<td>8,194</td>
<td></td>
</tr>
<tr>
<td>OCT</td>
<td>10,792</td>
<td>8,728</td>
<td>8,827</td>
<td></td>
</tr>
<tr>
<td>NOV</td>
<td>11,812</td>
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**Cumulative**

- 2017
- 2018
- 2019
- 2020
### LEAWOOD MUNICIPAL COURT
#### RECEIPTS PROCESSED

#### CUMULATIVE

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**CUMULATIVE**

- **Total Cumulative:**
  - **2017:** $1,518,103.44
  - **2018:** $1,281,212.81
  - **2019:** $1,236,386.50
  - **2020:** $105,119.33

- **Total:**
  - **2017:** $1,500,000.00
  - **2018:** $1,500,000.00
  - **2019:** $1,500,000.00
  - **2020:** $1,300,000.00

**Graph:**

- **2017**
- **2018**
- **2019**
- **2020**

**Legend:**

- JAN
- FEB
- MAR
- APR
- MAY
- JUN
- JUL
- AUG
- SEP
- OCT
- NOV
- DEC
Memo

To: Mayor Dunn and City Council Members  
From: Ashlee Tomasic, Assistant City Attorney  
Cc: Scott Lambers, Patty Bennett, Dawn Long  
Date: March 2, 2020  
Re: Evergy Company ("Evergy") Franchise Ordinance

Attached is an updated Franchise for Evergy (f/k/a Kansas City Power & Light). The Franchise previously granted to Kansas City Power & Light has expired.

This proposed Franchise Ordinance contains few substantive changes from the previous Franchise. The Franchise carries a term of 20 years and provides that Evergy will continue to pay a franchise fee of 5% of gross receipts charged and collected from the sale of electric energy used the City.

Please feel free to contact me with any questions at 913-663-9182 or atomasic@leawood.org.
ORDINANCE NO. ____________

ORDINANCE GRANTING EVERY COMPANY, ITS GRANTEES, SUCCESSORS AND ASSIGNS, A FRANCHISE, PRESCRIBING THE TERMS THEREOF AND RELATING THERETO AND REPEALING ORDINANCE NO. 1947C.

WHEREAS, Every Company (herein called the Company) is a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, the Company is operating a system for the production, transmission and distribution of electric current in the State of Kansas and has heretofore built, or proposes to build, its electric facilities within and through the City of Leawood, Kansas (herein called the City or Municipality); and

WHEREAS, the parties hereto desire that the Company furnish energy to consumers in said City located in the areas of the City in which the Company shall hold a Certificate of Convenience and Authority from the State Corporation Commission of the State of Kansas;

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

SECTION I. DEFINITIONS.

For the purpose of this Ordinance, the following words and phrases shall have the meaning given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this Section shall be given their common and ordinary meaning.

"City" means the City of Leawood, Johnson County, Kansas, and includes the territory as currently is or may in the future be included within the boundaries of the City of Leawood.

"Company" means the Every Company, and its successors and assigns.

"Facilities" means all facilities reasonably necessary to provide electricity into, within and through the City and includes but is not limited to plants, works, systems, lines, wires, poles, cables, conduits, anchors, equipment, pipes, mains, underground infrastructure, and meters.

"Governing Body" means the governing body of the City of Leawood.

"Kansas Corporation Commission" and/or "KCC" refer to and is the State Corporation Commission of the State of Kansas or other authority succeeding to the regulatory powers of the KCC.
"Public Right-of-Way" means only the area of real property in which the City has a dedicated or acquired Right-of-Way interest in the real property as they now exist or may thereafter be opened, widened, extended, laid out and established. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as Right-of-Way. The term for purposes of this Agreement includes public utility easements granted or dedicated to the City. The term does not include the airwaves above a Right-of-Way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by or granted to utilities, private easements in platted subdivisions or tracts or the private easements of the Company that predate the dedication of the Public Right of Way.

"Gross Receipts" means those amounts of money which the Company receives from its customers within the City for the sale of electricity under rates, temporary or permanent, authorized by the KCC and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Gross Receipts shall not include: (1) the electrical energy sold to the United States or the State of Kansas, or to any agency or political subdivision thereof, (2) the electrical energy sold for other use which cannot be classified as domestic, commercial or industrial such as electrical energy used by public utilities, telephone, telegraph and radio communication companies, railroads, pipe line companies, educational institutions not operating for profit, churches and charitable institutions, (3) the electrical energy sold for resale, and (4) the amount paid to the City pursuant to this Agreement.

SECTION II. USE OF THE RIGHT-OF-WAY.

In consideration of the benefits to be derived by the City and the inhabitants thereof from the construction, operation and maintenance of an electric light and power system and the supplying of electric energy to the public, there is hereby granted to the Company and to its successors and assigns, pursuant to the term set out below, a franchise and non-exclusive authority to construct, operate and maintain within the Public Right of Way of the existing and any future extended corporate limits of the City for which the Company now or shall hereafter hold a Certificate of Convenience and Authority from the State Corporation Commission of the State of Kansas all appropriate facilities and plants for carrying on a power and light business and all other operations connected therewith or incident thereto for the purpose of supplying within the City and outlying areas electric or other energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes and to produce and supply such energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead facilities or otherwise, and for any or all of said purposes it is authorized to (i) construct, install, replace and remove conduits, poles, lamp posts, guys, anchors, wires, cables, street lights and all other related facilities in, on, under, along, across and over Public Right-of-Way and any future Public Right-of-Way, (ii) construct, erect, maintain and remove all structures, machinery and attachments of any and every kind for any and all said purposes, (iii) enter upon Public Right-of-Way within the corporate limits of the City as it now exists or may hereafter be opened, widened, extended, laid out and established, including any other territory hereafter added thereto or coming under the City’s jurisdiction, and (iv) to trim trees upon and overhanging such places and make such excavations thereon as may be appropriate for the
construction, operation, maintenance, repair, renewal and removal of the Company’s overhead and underground facilities and plants.

Provided, that all such use of the Public Right-of-Way is subject to all lawful right-of-way management and other rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in its exercise of its police power. Notwithstanding the above grant of authority, the Company shall not locate, construct or erect any Facilities used in the production, distribution, manufacture or generation of electricity, or any storage buildings, sheds or other storage facilities that are inconsistent with or otherwise not permitted by City Ordinance, especially the City’s Right-of-Way Ordinance at Chapter 13, Article 3 of the Code of the City of Leawood, 2000, and including the Leawood Development Ordinance.

This Franchise Ordinance shall not convey title, equitable or legal, in the Public Right-of-Way, and gives only the right to occupy Public Right-of-Way for the purposes and for the period stated in this Franchise Ordinance and subject to the requirements herein. This Franchise Ordinance shall not grant the right to use property, other than Public Right-of-Way, or physical facilities owned or controlled by the City or a third-party, without the separate consent of such party, nor shall this Franchise Ordinance excuse Company from obtaining separate appropriate access or attachment agreements before locating its facilities on property other than Public Right-of-Way or facilities owned or controlled by the City or a third party. Nothing in this ordinance shall supersede any state law or regulation or tariff promulgated, adopted or approved by the Kansas Corporation Commission.

SECTION III. TERM AND TERMINATION OF FRANCHISE.

The term of this Franchise Ordinance shall be for an initial period of ten (10) years from the date of its final passage and approval; provided, this Franchise Ordinance and all rights and privileges herein provided shall be extended for two (2) successive periods of five (5) years unless either party terminates this Franchise Ordinance (a) as provided in this Section, (b) as set forth in Section V for failure to pay the franchise fee, or (c) as set forth in Section IX for changes in law.

At any time after a period of ten (10) years from the date of its final passage and approval, either party may terminate this Franchise Ordinance by providing written notice, one year prior to any such termination date, to the other party.

In case of failure on the part of Company to comply with any of the provisions of this Franchise Ordinance, or if Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the City shall serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City reasonably determines that the conditions have not been complied with, the City may take action to revoke and terminate this Franchise Ordinance by an affirmative vote of the Governing Body present at the meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford Company due process, Company shall first be provided reasonable notice of the date, time and location of the Governing Body’s consideration, and shall have the
right to address the Governing Body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, and the Governing Body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, Company shall be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law or under this Agreement. Upon any determination by the Governing Body to revoke and terminate this Franchise Ordinance, Company shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Franchise Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Company has instituted such an appeal. If Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the Court’s final judgment. Provided, however, that the failure of Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of Company is due to any cause or delay beyond the control of Company or to bona fide legal proceedings.

SECTION IV. DUTIES OF THE COMPANY.

The Company shall at all times during the term of this franchise supply to consumers of electric energy, residing in those portions of the City duly certificated to the Company by the State Corporation Commission of the State of Kansas, such electric energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and rules and regulations as filed from time to time with the State Corporation Commission of the State of Kansas. The City shall cooperate with the Company to provide a map of the City’s corporate limits (the “Map”). The Map shall be of sufficient detail to assist Company in determining whether their customers reside within the City’s corporate limits. The Map shall serve as a basis for determining Company’s obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the City’s corporate limits are changed by annexation or otherwise, it shall be the Municipality’s responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Company. Company’s obligation to collect and pay the fee from customers within an annexed area shall not commence until such time after Company’s receipt from the City of actual notice of the annexation along with an updated Map including such annexed area as is reasonably necessary for such Company to identify the customers in the annexed area obligated to pay the fee. Nothing contained herein shall be construed as a guarantee upon the part of the Company to furnish uninterrupted service, and interruptions due to Acts of God, fire, strikes, civil or military authority, orders of the court and other causes reasonably beyond the control of the Company are specifically exempted from the terms of this Section.

Company shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City. Company shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Franchise Ordinance does not provide Company the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Company agrees that this Contact Franchise Ordinance does not permit it to operate an open video system without payment of fees

SECTION V. CONSTRUCTION AND RELOCATION.

All poles and wires shall be erected in accordance with the rules and regulations of the State Corporation Commission of the State of Kansas as set out in Docket No. 1944 and any amendments thereto. All poles carrying said wires shall be placed in such manner as to interfere with and obstruct as little as reasonably possible, the ordinary use of the streets, alleys, sidewalks, bike paths, lanes and highways of said City, and shall not unreasonably interfere with any gas main, water main, storm sewer, sanitary sewer or other lawful uses now or hereafter lawfully laid out or constructed in or under the Public Right-of-Way of said City; provided, however, that nothing contained herein shall be construed as requiring Company to move its Facilities to accommodate future uses by other entities except to the extent otherwise expressly required in this Franchise or by law.

Any pavements, sidewalks or curbing taken up or any and all excavations made shall be done under the supervision and directions of the City under all necessary permits issued for the work, and shall be made and done in such manner as to give the least reasonable inconvenience to the inhabitants of the City and the public generally, and pavements, sidewalks, curbing and excavations shall be replaced and repaired in as good condition as before upon completion work done by the Company, by and at the expense of the Company.

If Company fails to make the repairs required by the City, the City may effect those repairs and charge Company the cost of those repairs. If the City incurs damages as a result of a violation of this Section, then the City shall have a cause of action against Company for violation of this Section and may recover its damages, including reasonable attorney fees, to the extent Company is found liable by a court of competent jurisdiction.

Company, its contractors and agents working in the Public Right-of-Way, shall comply with all provisions of the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., including but not limited to the Kansas One Call utility location program.

As a condition of this Franchise Ordinance, Company is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission (KCC). Company shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public Right-of-Way). In the event that this ordinance or any other city ordinance or home rule powers shall conflict with federal or state law, regulation, rule or tariff, such laws, regulations, rules and tariffs shall control over any city ordinance or home rule powers.

All Facilities of Company shall be installed and maintained in accordance with all applicable federal, State and local laws, rules, and regulations, including, but not limited to, the City’s applicable permit applications and construction requirements for attachments to City facilities, if applicable, the City’s adopted building and electrical codes, and the Code of the City of Leawood,
2000, City ordinances and regulations, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the “Codes”). Company shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Company shall replace, remove, reinforce or repair any defective Facilities.

The Company shall, at all times, in the construction, maintenance, and operation of its electric transmission, distribution and street lighting system, use all reasonable and proper precaution to avoid damage or injury to persons or property, and shall fully indemnify and hold harmless said City from any and all damage, injury and expense, including reasonable attorneys’ fees and expenses, caused by the sole negligence of the Company, its successors and assigns.

When the City reasonably believes there is an Emergency as defined below, written notice to Company is not required and the parties shall proceed in accordance with the emergency notice requirements set forth in Section XI. If Company fails to respond, the City may perform such work and/or take such action as is necessary to alleviate the immediate threat. As soon as practicable thereafter, the City will advise Company of the work performed or the action taken. Company shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph, and shall indemnify the City from liability for all such work except to the extent of the City’s negligence or willful misconduct in connection with such liability. An “Emergency” is a condition that, in the reasonable discretion of City, (i) poses an immediate threat to the safety of any person or the public; (ii) materially and adversely interferes with the performance of City’s necessary or essential utility service obligations or public travel; or (iii) poses an immediate threat to the integrity of City’s equipment or property.

If required by the City, for reasons of public safety or in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public and paid for with public funds, Company promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City. In all cases where the City requires Company to relocate from the Public Right-of-Way in accordance with this paragraph, City shall provide and make available adequate and suitable replacement Right-of-Way equivalent in type and size before Company shall be required to move. City shall notify Company in writing of any such required move. City shall use its best efforts to provide Company with a minimum of one hundred eighty (180) days advance notice to comply with any such relocation or adjustment. Company shall designate one (1) person within its organization by his/her employment position to whom relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Company’s various areas.

SECTION VI. COMPENSATION.

The franchise fee is compensation pursuant to K.S.A. 12-2001(b)(5) and shall in no way be deemed a tax of any kind.

The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by
the City. The Company shall monthly pay to the City a franchise fee in cash of five percent (5%) of its gross receipts charged and collected from the sale of electric energy used within the present or future boundaries of said City for domestic, commercial and industrial consumption. Such payments shall be made on or before the last day of each month, and shall be based upon said gross receipts charged and collected for the preceding month. Such payments shall be made to the City independent of any monies or credits due the Company from the City for street lighting and traffic signal service, for which service the Company shall bill the City and the City shall pay the same in cash to the Company.

No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is, in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City.

To verify the correctness of the franchise fees paid by Company and Company’s compliance with this Franchise Ordinance, the City shall have the right to examine, audit, inspect, review, and/or obtain copies of (collectively, “Audit”) at its sole cost and expense, except as set forth in this Section, the papers, books, accounts, documents, maps, plans and other records (collectively, the “Records”) of Company pertaining to all Gross Receipts derived by Company from the sale of electricity during any single year of this Franchise. Notice of Audit shall be provided by City to Company upon no fewer than sixty (60) days written notice and shall be performed no more often than once per calendar year. Company shall fully cooperate in making reasonably available its Records and otherwise assisting in these activities as is necessary for City to reasonably verify the correctness of the franchise fees paid by Company in the year subject to Audit. The City may extend the time for the provision of such Records upon a reasonable showing by Company that such extension is justified. In the event that such Audit discloses an underpayment by Company of more than five percent (5%) between the financial report submitted by the Company with a monthly payment and the actual Gross Receipts collected by Company that are subject to the franchise fees, as determined by the Audit, and unless Company challenges the findings of the Audit, the Company agrees to pay the City the costs of such Audit. In the event that such Audit results in a determination that additional franchise fees are due the City, Company shall be provided a copy of said Audit and provided thirty (30) days to pay or contest the results of the Audit. Company further agrees that, where it is required to remit additional franchise fees as a result of an Audit, it agrees to pay interest as required for late payment on such additional franchise fees computed from the date on which such additional franchise fees were due and payable. In the event that the Audit reveals an overpayment by Company, the City shall refund to Company all such overpayments.

The percentage of Gross Receipts charged and collected from the sale and distribution of electric energy hereunder shall be subject to revision at the option of the City at no less than two (2) year intervals during the term hereof. The City shall notify the Company in writing not later than sixty (60) days prior to the effective date of any such revision.

In the absence of a good faith dispute, the failure to pay the franchise fee when due shall entitle the City to terminate this Franchise Ordinance upon thirty (30) days written notice to the Company.
SECTION VII. RESERVATION OF RIGHTS.

The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Company’s rates and services to ensure the rendering of efficient services at reasonable rates, and the maintenance of Company’s property in good repair.

In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

Nothing herein shall be construed to waive or limit City’s immunities, limitation of liability, or defenses under the Kansas Tort Claim Act or other law.

In granting its consent hereunder, Company does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

SECTION VIII. INDEMNITY AND INSURANCE.

A. Indemnity. It shall be the responsibility of Company to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Company fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Company’s Facilities.

Company shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence or intentional conduct of Company, any agent, officer, director, representative, employee, affiliate or subcontractor of Company, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.

The indemnity provided by this Section does not apply to any damages resulting from the negligence of the City, its officers, employees, contractors or subcontractors or any third party. If Company and the City are found jointly liable by a court of competent jurisdiction,
liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Company and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Company or City shall promptly advise the other in writing of any known claim or demand against Company or the City related to or arising out of Company’s activities in the Public Right-of-Way.

B. Insurance and Bond. During the term of this Franchise Ordinance, Company shall obtain and maintain insurance coverage at its sole expense, with companies having and maintaining an A.M. Best rating of at least A-VII or better and that are licensed to do business in the State of Kansas. Should Company elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Company shall provide not less than the following insurance:

1. Workers’ compensation as provided for under any workers’ compensation or similar law in the jurisdiction where any work is performed with an employers’ liability limit equal to the amount required by law.

2. Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability and umbrella or excess liability insurance of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) aggregate. The City shall be included as an additional insured with respect to liability arising from Company’s operations under this Franchise Ordinance.

As an alternative to the requirements set forth above, Company may demonstrate to the satisfaction of the City that it is self-insured and as such Company has the ability to provide coverage in an amount not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Company, or alleged to so have been caused or occurred.

Company shall deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without Company first giving the City thirty (30) days prior written notice. Company shall make available to the City on request the policy declarations page.
Company shall, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of $5,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Right-of-Way. The required performance bond must be with good and sufficient sureties, issued by a surety authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance. Alternatively, if the Company anticipates that it will be engaged in the construction and/or maintenance of its Facilities in the Right-of-Way multiple times during the course of a year, the Company may choose to meet the bond requirements by providing a bond of $50,000 annually.

SECTION IX. RENEGOTIATION.

If during the term of this Franchise Ordinance, federal or state law is changed to permit competition between Company and others in the sale or distribution of electricity within the City, to permit retail wheeling of electricity in any form, to include the sale of unbundled services within the City or to eliminate or substantially modify the authority of the Kansas Corporation Commission has over the sale and distribution of electricity within the State then the City and the Company agree to enter into good faith negotiations for the purpose of revising and amending this Franchise Ordinance to address said change(s). Should the City and the Company fail after good faith negotiations to agree upon revised or amended Franchise terms, then the City and the Company shall each have the right to terminate this Franchise Ordinance upon 120 calendar days' written notice.

SECTION X. TRANSFER.

All provisions of this Ordinance shall be binding upon the Company and successors and assigns from and after the date of written acceptance hereof by the Company, and shall inure to the benefit of the Company, its grantees and its successors and assigns.

The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, this Franchise Ordinance or any of the rights or privileges granted by this Franchise Ordinance, without the prior written consent of the City, except that no such consent shall be required in connection with the sale of all or substantially all of the Kansas assets of the Company. Such consent shall not be unreasonably withheld. Except as otherwise may be provided by law, the Company shall not lease, sell or otherwise transfer possession or control of the Facilities, or any portion thereof, for any purpose to any person or entity that has not obtained a duly issued Franchise, or other grant by the City to use the Public Right-of-Way and which includes the authority to use or maintain such lease or transferred facilities. Company may allow attachment to its Facilities by those entities that are subject to a joint use agreement or pole attachment agreement with Company, provided that any such attaching entity must, as a condition of such authorization to attach, agree to comply and comply with all federal, state, or local laws, including but not limited to the Code of the City of Leawood, 2000 and the Leawood Development Ordinance.
SECTION XI. CONTACT AND NOTICE PROVISIONS.
Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by City to Company and by Company to the City may be made by telephone. In an emergency situation, City shall telephone the local point of contact designated by Company, and Company shall telephone the City Clerk, City Engineer, or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail.

The City:
The City of Leawood
4800 Town Center Drive
Leawood, Kansas 66211
Attn: City Clerk
913-339-6700

The Company:
Evergy
1200 Main
Kansas City, Missouri 64106
(816) 556-2200
Attn: Community Service Manager-Kansas, 1-888-LIGHT-KC (1-888-544-4852)

SECTION XII. SEVERABILITY.

If any clause, sentence, or section of this Ordinance, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Company may elect to declare the entire Ordinance is invalidated if the portion declared invalid is, in the judgment of the City or the Company, an essential part of the Ordinance.

Failure, by either the City or the Company, to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Company unless said waiver or relinquishment is in writing and signed by both the City and the Company.

SECTION XIII. DUTIES UPON EXPIRATION.

Upon expiration or termination of this Franchise Ordinance, whether by lapse of time, by agreement between the Company and the City, or by forfeiture thereof, the Company shall have the right to remove it Facilities within a reasonable time and after such expiration or termination, but in such event, it shall be the duty of the Company, immediately upon and during such removal
to restore the streets, avenues, alleys, and other public ways and grounds from which said Facilities have been removed, to the equivalent condition as the same were before said removal.

SECTION XIV. CONDITIONS OF FRANCHISE.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction, and each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other causes beyond City’s or Company’s control.

SECTION XV. FAILURE TO ENFORCE.

The failure of either the City or the Company to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Company unless said waiver or relinquishment is in writing and signed by both the City and the Company.

SECTION XVI. ACKNOWLEDGMENT AND EFFECTIVE DATE.

This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official city newspaper. Company shall have thirty (30) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and acceptance shall be deemed effective.

The City Clerk is hereby directed to publish this Ordinance once in an official newspaper. The cost of publication shall be the expense of the Company.

SECTION XVII. REPEAL. Ordinance 1947C is hereby repealed.

PASSED by the Governing Body this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

Peggy J. Dunn, Mayor

[SEAL]
ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM

Patricia A. Bennett, City Attorney
Memo

To: Mayor Dunn and City Council Members
From: Patricia Bennett
Date: February 14, 2020
Re: Ranch Mart North CID: Delay Tax Collection Date

On April 15, 2019, the Governing Body approved the creation of the Ranch Mart North [RMN] CID by approval of Ordinance 2942. That Ordinance provided that CID Sales Tax collections would commence on July 1, 2020, unless the Petition requested and the City approved a different date.

The RMN CID Petitioner has requested that the City delay the effective date of the sales tax until October 1, 2021.

Attached to this memo are the following documents:

- A draft ordinance approving the change in date
- A copy of the Petitioner’s Request to delay the date
- A copy of the CID Ordinance, Ordinance No. 2942

Please let me know if you have any questions.
ORDINANCE NO. __________

AN ORDINANCE DELAYING COLLECTION OF THE RANCH MART
NORTH COMMUNITY IMPROVEMENT DISTRICT SALES TAX FROM
JULY 1, 2020, AND PROVIDING FOR THE COLLECTION OF THAT
COMMUNITY IMPROVEMENT DISTRICT SALES TAX EFFECTIVE
OCTOBER 1, 2021 (RANCH MART NORTH CID).

WHEREAS, on April 15, 2019, the Governing Body of the City of Leawood, Kansas [the
"City"] passed Ordinance No. 2942 [the "CID Ordinance"] authorizing and creating a community
improvement district [the "CID"] at the northeast corner of 95th and Mission Road;; approving the
maximum cost of such CID; providing the method of financing; establishing the boundaries of the
CID; and authorizing the imposition of a community improvement district sales tax [the "CID
Sales Tax"];

WHEREAS, Section 4 of the CID Ordinance provides that the collection of the CID Sales
Tax would commence on July 1, 2020, "or any other effective date the City may approve by
ordinance if a change in the effective date ... is requested in writing by all owners of record,
exclusive of right of way, within the CID";

WHEREAS, on February 13, 2020, the City received a Request for Delay of the Effective
Date of the Collection of the Ranch Mart North Community Improvement District Sales Tax [the
"Request"] signed by all owners of record of the land area within the CID [the "District"],
requesting the effective date change from July 1, 2020 to October 1, 2021; and

WHEREAS, the Governing Body hereby finds that it is appropriate and in the public
interest to grant the request and delay the effective date of the collection of the CID Sales Tax
from July 1, 2020 to October 1, 2021.

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

Section 1. Effective Date of the Collection of the CID Sales Tax. Pursuant to the
authority granted by the CID Ordinance, the Governing Body of the City hereby delays the
effective date of the collection of the CID Sales Tax from July 1, 2020 to October 1, 2021.

Section 2. Provide Tenant Names to the Kansas Department of Revenue. The CID
Petitioner shall provide to the City and the Kansas Department of Revenue [the "DOR"] a list of
tenants within the District in the time frame required by the DOR, so that the DOR can notify
tenants within the District of the requirements of the tenants to collect a CID Sales Tax beginning
October 1, 2021. The CID Petitioner shall also provide ongoing information to the DOR and the
City regarding new tenants within the District.
Section 3. Reservation of Right to Future Change of the Effective Date of Collection of the CID Sales Tax. Under the same authority and subject to the same requirements as those stated herein and the requirements of the CID Ordinance, the CID Petitioner shall have the right to request a change of the effective date of the collection of the CID Sales tax to a date later or earlier than October 1, 2021, provided that notice can be timely give to the DOR.

Section 4. Effective Date. This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189.

PASSED by this City Council this 2nd day of March, 2020.

APPROVED by the Mayor this 2nd day of March, 2020.

CITY OF LEAWOOD, KANSAS

By: ____________________________
   Peggy Dunn, Mayor
(SEAL)

ATTEST:

By: ____________________________
   Kelly Varner, City Clerk

APPROVED AS TO FORM:

By: ____________________________
   Patricia Bennett, City Attorney
REQUEST FOR DELAY OF THE EFFECTIVE DATE OF THE COLLECTION OF THE RANCH MART NORTH COMMUNITY IMPROVEMENT DISTRICT SALES TAX

TO: The Governing Body of the City of Leawood, Kansas (the “Governing Body”)

The undersigned (hereinafter called “CID Petitioner”), being the owner of record of all of the land contained within a community improvement district (“CID”) located at the northeast corner of 95th Street and Mission Road (the “District”) within the City of Leawood, Kansas (the “City”), hereby requests that the Governing Body of the City delay the effective date of the collection of the CID Sales Tax, as herein defined, from July 1, 2020 to October 7, 2021. In furtherance of such request, the CID Petitioner states as follows:

WHEREAS, on April 15, 2019, the City approved the creation of the District through the passage of Ordinance No. 2942 (the “CID Ordinance”). As was contemplated in the CID Petition, the CID Ordinance imposed a CID sales tax within the District (the “CID Sales Tax”). The CID Ordinance specifies that the collection of the CID Sales Tax is to commence on July 1, 2020, or any other effective date the City may approve by ordinance if a change in the effective date is requested in writing by all owners of record in the District.

NOW, THEREFORE, the CID Petitioner does hereby request the following:

Section 1. Effective Date of the Collection of the CID Sales Tax. Pursuant to the authority granted by the CID Ordinance, the CID Petitioner requests that the Governing Body of the City delay the effective date of the collection of the CID Sales Tax from July 1, 2020 to October 7, 2021.

Section 2. Provide Tenant Names to the Kansas Department of Revenue. In the event the effective date of the collection of the CID Sales Tax is changed to October 7, 2021, the CID Petitioner agrees to provide to the City and the Kansas Department of Revenue (the “DOR”) a list of tenants within the District in the time frame required by the DOR, so that the DOR can notify tenants within the District of the requirements of the tenants to collect a CID Sales Tax beginning October 7, 2021. The CID Petitioner also agrees to provide ongoing information to the DOR and the City regarding new tenants within the District.

Section 3. Reservation of Right to Future Change of the Effective Date of Collection of the CID Sales Tax. Under the same authority and subject to the same requirements as those stated herein and the requirements of the CID Ordinance, the CID Petitioner reserves the right to request a change of the effective date of the collection of the CID Sales Tax to a date later or earlier than October 7, 2021, provided notice can be timely given to the DOR.

[Remainder of page left intentionally blank. The signature page follows.]
IN WITNESS WHEREOF, the CID Petitioner has duly executed this request pursuant to all requisite authorizations as of the date first above written.

Ranch Mart North, LLC
By: Regnier Family Limited Partnership II
Its: Sole Member
By: Robert D. Regnier
Its: General Partner
Date: 2-11-20

Leawood Post Office, LLC
By: Regnier Family Limited Partnership II
Its: Sole Member
By: Robert D. Regnier
Its: General Partner
Date: 2-11-20

Ranch Mart McDonald's, LLC
By: Regnier Family Limited Partnership II
Its: Sole Member
By: Robert D. Regnier
Its: General Partner
Date: 2-11-20

Linwood Pioneer Cemetery, LLC
By: Regnier Family Limited Partnership II
Its: Sole Member
By: Robert D. Regnier
Its: General Partner
Date: 2-11-20

ACKNOWLEDGMENT

STATE OF Kansas )
COUNTY OF Johnson ) ss.

BE IT REMEMBERED, that on this 11 day of February 2020 before me, the undersigned, a Notary Public in and for said County and State, came Robert D. Regnier, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

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

(Seal) Notary Public-State of Kansas
CHRISTINE R. HAYS
My Appt. Expires 5-23-2021

Notary Public in and for said County and State
My Commission Expires: 5-23-2021

72067136.1
ORDINANCE NO. 2942

AN ORDINANCE AUTHORIZING THE CREATION OF THE RANCH MART NORTH COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LEAWOOD, KANSAS; AUTHORIZING THE IMPOSITION OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX TO BE COLLECTED WITHIN SUCH DISTRICT; AND APPROVING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (RANCH MART NORTH CID).

WHEREAS, pursuant to K.S.A. 12-6a26 et seq., as amended (the "Act"), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended;

WHEREAS, the City of Leawood, Kansas (the "City") is a municipality within the meaning of the Act;

WHEREAS, on or about January 16, 2019, a petition (the "Petition") was filed with the City Clerk requesting (a) that the community improvement district described therein (the "CID") be created; (b) that the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer’s sales tax act, within the CID in the amount of one percent (1%) (the "CID Sales Tax"); and (c) that certain community improvement district project costs to be incurred with the CID be financed with pay-as-you-go financing, all in accordance with the Act; and;

WHEREAS, said Petition was signed by the owners of all of the land area within the proposed CID, exclusive of right of way;

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, a governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district project therein, and provide
for notice of the public hearing by publication at least once each week for two consecutive weeks in the official City newspaper, with the second publication occurring at least seven days prior to such hearing, and by certified mail to all property owners within the proposed community improvement district, with such certified mail sent at least ten days prior to such hearing;

WHEREAS, on March 4, 2019, the Governing Body of the City adopted Resolution No. 5141 scheduling a public hearing on the advisability of creating the CID as proposed in the Petition;

WHEREAS, on April 15, 2019, following proper notice as provided in the Act, the Governing Body of the City held a public hearing on the proposed CID as proposed in the Petition; and

WHEREAS, the Governing Body hereby finds and determines that it is in the best interests of the City and in furtherance of the purposes of the Act to create the CID and impose the CID Sales Tax within the CID.

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

Section 1. Creation of the District; Boundaries. The Governing Body of the City hereby creates the CID at the northeast corner of 95th and Mission Road, within the City, which shall be designated as the “Ranch Mart North CID”. The boundaries of the Ranch Mart North CID are legally described on Exhibit A attached hereto and are depicted on the map attached hereto as Exhibit B.

Section 2. Authorization of District Project; Estimated Costs. The Governing Body of the City hereby authorizes the project within the Ranch Mart North CID described in Exhibit C attached hereto (the “Project”) and approves the estimated cost of the Project set forth thereon, which may be financed with CID Sales Tax in an amount not to exceed $13,457,441.00. Notwithstanding the approval of the Project by this Ordinance, the Project and owner or owners of all property comprising the Project must comply with all applicable zoning, planning, permit and other laws and regulations applicable to the Project.

Section 3. Method of Financing. The Project within the CID will be financed on a Pay-as-you-go basis (as defined in the Act) and as set forth in the City’s CID Policy and by Redevelopment Agreement, payable from revenues received from the imposition of the CID Sales Tax. No special assessments shall be implemented under the Act to pay for the Project, and no special obligation notes or bonds will be issued for the Project.

Section 4. Levy of Sales Tax. In accordance with the Act and to provide funds to pay costs of the Project, the Governing Body of the City hereby levies a CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the
provisions of the Kansas retailer's sales tax act, within the CID in the amount of one percent (1%). The collection of the CID Sales Tax shall commence on July 1, 2020, or any other effective date the City may approve by ordinance if a change in the effective date outlined herein is requested in writing by all owners of record, exclusive of right of way, within the CID.

Section 5. Effective Date. This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189. The City Clerk is hereby further authorized to submit this Ordinance to the Register of Deeds, referred to in Johnson County as the Office of Records and Tax Administration, for recording.

PASSED by this City Council this 15th day of April, 2019.

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

CITY OF LEAWOOD, KANSAS

By: [Signature]

Peggy Burns, Mayor

(SEAL)

ATTES:

By: [Signature]

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

By: [Signature]

Patricia Bennett, City Attorney
EXHIBIT A

LEGAL DESCRIPTION – CID

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 34, Township 12, Range 25 in the City of Leawood, Johnson County, Kansas and being more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 34; thence North 01°43’21” West, along the West line thereof, a distance of 663.51 feet (measured, 663.60 feet, deed) to the Northwest corner of the South one-half of the West one-half of said Southwest Quarter of the Southwest Quarter of said Section 34; thence North 87°41’42” East, along the north line thereof, a distance of 661.88 feet (measured, 661.94 feet, deed) to the Northeast corner of the South one-half of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, said point being the Southwest corner of lot 1382, Leawood, Lots 1361 to 1404; thence North 87°36’50” East, parallel to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34 and along the South line of said Lot 1382, a distance of 330.73 feet (measured, 330.00 feet, deed) to the Southeast Corner thereof; thence South 01°43’21” East, parallel to the West line of the East one-half of the Southwest Quarter of the Southwest Quarter of said Section 34, and along the Westerly line of Lot 1369, Leawood, Lots 1361 to 1404, a distance of 85.49 feet (measured, 85.5 feet, deed) to the Southernmost corner thereof and Southwest corner of Lot 1368, said Leawood; thence North 87°32’59” East (measured, North 87°36’50” East, calculated from deed and plat) along the South line of said Lot 1368, a distance of 280.81 feet (measured, 281.28 feet, deed) to the Southeast corner thereof, said point being the Northwest corner of Lot 1352, Leawood Lots 1302-1360; thence South 01°45’33” East, along the Westerly line of said Leawood, Lots 1302-1360, a distance of 577.39 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 34; thence South 87°36’50” West, along said South line, a distance of 1273.80 feet to the POINT OF BEGINNING less and except the South 40 feet and West 30 feet thereof dedicated for roadway purposes and containing 750,478.47 square feet or 17.23 acres, more or less.
EXHIBIT B

BOUNDARY MAP - CID
## PROJECT BUDGET

<table>
<thead>
<tr>
<th>Description</th>
<th>Reimbursable per CB Policy Section</th>
<th>CID</th>
<th>Private Investment</th>
<th>Total Cost of Improvements</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Lots, Drives &amp; Lighting Improvements</td>
<td>(a) (2)</td>
<td>$</td>
<td>$</td>
<td>$ 1,516,000</td>
<td>Excavating, grading, curbs, gutter, paving, striping, etc.</td>
</tr>
<tr>
<td>Site lighting</td>
<td>(a) (4)</td>
<td>$</td>
<td>$</td>
<td>$ 268,000</td>
<td>Site lighting improvements (replace light pole bases, curbing, courtyard lighting, etc.)</td>
</tr>
<tr>
<td>Landscaping &amp; Irrigation</td>
<td>(a) (5)</td>
<td>$</td>
<td>$</td>
<td>$ 569,000</td>
<td>Perimeter, interior, parking lot, courtyard, etc.</td>
</tr>
<tr>
<td>Building Exterior Improvements</td>
<td>(a) (1)</td>
<td>$</td>
<td>$</td>
<td>$ 3,974,000</td>
<td></td>
</tr>
<tr>
<td>New 2-story Mixed Use Building (cold shell only)</td>
<td>(a) (1)</td>
<td>$</td>
<td>$</td>
<td>$ 3,597,200</td>
<td></td>
</tr>
<tr>
<td>New Courtyard Building (cold shell only)</td>
<td>(a) (1)</td>
<td>$</td>
<td>$</td>
<td>$ 240,000</td>
<td></td>
</tr>
<tr>
<td>Site Furniture and Accessories</td>
<td>(a) (4)</td>
<td>$</td>
<td>$</td>
<td>$ 577,500</td>
<td></td>
</tr>
<tr>
<td>Public Art</td>
<td>(a) (4)</td>
<td>$</td>
<td>$</td>
<td>$ 200,000</td>
<td></td>
</tr>
<tr>
<td>Safety &amp; Signage</td>
<td>(a) (4)</td>
<td></td>
<td></td>
<td>$ 577,500</td>
<td></td>
</tr>
<tr>
<td>Elevating &amp; Access</td>
<td>(a) (1)</td>
<td>$</td>
<td>$</td>
<td>$ 150,000</td>
<td></td>
</tr>
<tr>
<td>Infrastructure &amp; Equipment</td>
<td>(a) (1)</td>
<td>$</td>
<td>$</td>
<td>$ 150,000</td>
<td></td>
</tr>
<tr>
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<td>Roof repairs/iminpections</td>
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<td>Tenant Improvement Costs</td>
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<td>Tenant Space Improvement</td>
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<td>Architect/Engineer/Governmental/Environmental/Legal Fees</td>
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<td>Construction Interest / Related Financing Costs</td>
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**ESTIMATED TOTAL PROJECT COSTS**: $ 12,467,441 $ 32,499,755 $ 45,967,198
Memo

To: Mayor Dunn and City Council Members
From: Patricia Bennett
Date: February 18, 2020
Re: Private Property Towing

I received the attached request from an attorney who represents various towing companies, requesting the City revise its ordinances. K.S.A. 8-1103 allows tow companies to place liens on vehicles towed from private property so long as the vehicles were towed in accordance with a County resolution or City ordinance. However, the Leawood Code only discusses City-initiated tows and the attorney has requested that the City add a provision similar to our neighboring cities governing private property tows.

The attached draft ordinance would add a section to the City Code addressing non-City initiated tows on non-residential private property. This ordinance is similar to ordinances in Lenexa and Olathe. It contains provisions required by the statute pertaining to maximum fees, access to personal property in the vehicle and required reporting of the location of the towed vehicle. It also contains a provision requiring notice to the vehicle’s owner by signage on the property or by placing a notice on the vehicle.

Please let me know if you have any questions or if I can be of further assistance.
ORDINANCE NO. ________

ORDINANCE AMENDING CHAPTER 14, ARTICLE 5 OF THE CODE OF THE CITY OF LEAWOOD, 2000, BY ADDING A NEW SECTIONS 14-501A ENTITLED "TOWING OF VEHICLES FROM PRIVATE PROPERTY [NON-CITY INITIATED]" AND REPEALING PROVISIONS IN CONFLICT HEREWITH

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

SECTION 1. That a new Section 14-501A of the Code of the City of Leawood is hereby enacted to read as follows:

14-501A. TOWING OF VEHICLES FROM PRIVATE PROPERTY [NON-CITY INITIATED]

A. It is the intent of this Section to further the safety of the general public by ensuring that a private property owner or lessee has provided adequate authorization for the removal of a vehicle from their property, and to attempt to avoid towing mistakes and false vehicle theft reports, thereby promoting the safety of those persons involved in ordering the removal of the vehicle as well as those persons removing, towing, and storing the vehicle.

B. It shall be unlawful and a violation of this Section for any person to fail to comply with the following regulations when involved in the towing or request of towing of motor vehicles from private property at the request of third parties and without the consent of the owner or operator of the vehicle:

1. Notification: Prior to the person or tow company towing or removing a vehicle from private property, they shall notify the Leawood Police Department of their intent and of the following information concerning the tow or removal:
   a. Vehicle make, model, style, color and year;
   b. Vehicle Identification Number (VIN);
   c. License plate number and State of issuance;
   d. Ultimate destination where the vehicle is to be towed and stored, and a contact number for the owner to call for information regarding release of the vehicle;
   e. Reason for the tow; and
   f. Person ordering the tow.

2. Mandatory Disconnect: If the owner or other legally authorized person in control of the vehicle arrives at the scene prior to removal or towing of the vehicle, the vehicle shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle without interference upon the payment of a reasonable service fee of not more than one-half (1/2) of the posted rate for such towing or removal, for which a receipt shall be given unless that person refuses to remove the vehicle.
vehicle from the property where it is otherwise unlawfully parked. There shall be no charge if the vehicle has not been connected to the tow truck.

3. **Notice and Sign Requirements:** Except for property appurtenant to and obviously a part of a single-family residence, which shall include duplexes, townhomes, and residential planned unit developments, and except for instances when notice is personally given to a vehicle owner or operator that the area where the vehicle is parked is reserved or otherwise unavailable for unauthorized vehicles which are subject to being towed at the owner or operator's expense, any private property owner or other person in legal possession of the property, prior to towing or removing any vehicle from private property without the consent of the owner or operator, must provide notice by one of the following methods:
   a. Post a notice at each primary driveway access or curb cut allowing vehicular access to the property, which clearly indicates in not less than two inch (2") high, light-reflective letters on a contrasting background, that "Unauthorized Vehicles Will Be Towed". The sign structure containing the required notices shall not exceed three (3) square feet in area and must be permanently installed, with the bottom of the sign not less than four feet (4') and not more than five feet (5') above ground level and must be continuously maintained on the property for not less than twenty-four (24) hours prior to the towing or removal of vehicles; or
   b. At least twenty-four (24) hours prior to towing, place a conspicuous notice upon the vehicle indicating that the vehicle will be towed at the owner's expense unless it has been removed within twenty-four (24) hours of said notice. Any such notice shall state the date and time such notice was placed on the vehicle.

4. **Right to Enter Vehicle:** A tow company may enter a vehicle for the sole purpose of removing the vehicle, provided reasonable care is used in entering the vehicle, and the tow company or person entering the vehicle is responsible for the security of the vehicle and its contents. The right of entry is conditioned on the tow service having the keys or other legal non-damaging means of entering the vehicle.

5. **Owner Access:** Any owner of a vehicle towed pursuant to this Section shall have access to personal property in such vehicle for up to 48 hours after such vehicle has been towed, and such personal property shall be released to said owner unless it is being held or seized as evidence.

6. **Report of Location:** No later than two hours after the tow or removal of a vehicle, the tow company shall report the final location of the towed vehicle to the Leawood Police Department.

7. **Maximum Fees.** The maximum fee a person or tow company may charge for towing vehicles from private property at the request of a third party or for storage of a vehicle shall not exceed the rates as provided in Section 14-509.

8. **Violation.** Any person or tow company that violates the provisions of this Section shall be fined not less than five hundred dollars ($500.00) nor more than two thousand five hundred dollars ($2,500.00). In addition to such fine, the Court may sentence any person convicted hereunder to a period of confinement of up to six (6) months in jail.

**SECTION 2.** This ordinance shall be construed as follows:
A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

B. Saving Clause. The repeal of Ordinance sections, as provided herein below shall not affect any rights acquired, fees, fines, penalties, forfeitures or liabilities incurred there under, or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fees, fines, penalties, forfeitures, liabilities and actions therefore.

C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Code or other Ordinances.

SECTION 3. That any provisions in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after publication in accordance with law.

PASSED by the City Council this 2nd day of March, 2020

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett City Attorney
October 30, 2019

Via E-mail: cityattorney@leawood.org
Office of the City Attorney for Leawood, Kansas

Re: Request for Agenda Item

Dear Ladies and Gentlemen:

I’m writing on behalf of various tow truck companies (identified below) concerning a need to have a new ordinance adopted by the City of Leawood, Kansas to resolve an issue that has come up concerning non-consensual tows.

I am currently representing a group of tow truck companies that operate in the Leawood area, as follows:

Pro-Tow LLC,
Santa Fe Tow Service,
Johnson County Tow Service,
Dales Tow Service,
Prontow,
Midwest Tow Service,
Sunflower Tow Service,
Alandon Tow Service,
Towrifik,
Kidd's Tow,
Redline Tow,
All City Tow, and
Overland Tow Service.

The issue of non-consensual tows is contemplated by a state statute, K.S.A. 8-1103(c), which reads as follows:
(c) A city ordinance or county resolution authorizing the towing of vehicles from private property shall specify in such ordinance or resolution: (1) The maximum rate such wrecker or towing service may charge for such wrecker or towing service and storage fees; (2) that an owner of a vehicle towed shall have access to personal property in such vehicle for 48 hours after such vehicle has been towed and such personal property shall be released to the owner; and (3) that the wrecker or towing service shall report the location of such vehicle to local law enforcement within two hours of such tow.

Subsection (a) of this statute applies if law enforcement or the vehicle’s owner authorizes the tow. In that case, so long as the towing company complies with the requirements of subsection (a), the towing company can sell the vehicle and file a possessory lien affidavit (Form TR-85) to obtain a new title to the vehicle. The issue has come up regarding towing vehicles from private property without the vehicle owner’s consent and without direction from law enforcement. For example, if a person parks their car on private property and abandons the vehicle or parks the car on another’s property without the property owner’s consent, law enforcement typically does not direct the vehicle to be towed. Instead, the owner of the real property authorizes the towing of the vehicle. Tow truck companies then tow the vehicle and stores the vehicle. If the owner of the vehicle wants the vehicle back, the owner can pay the towing and storage charges to get the vehicle back. But if the owner of the vehicle does not want the vehicle back (for example, if the vehicle’s value is less than the towing and storage charges), then the towing company needs a mechanism to sell the vehicle to recoup the towing and storage charges and more importantly to remove the vehicle from the storage lot.

In these cases, the Kansas Department of Revenue is refusing to issue new titles using the possessory lien affidavit unless there is a city or county resolution as contemplated by K.S.A. 8-1103(c) in place. I understand that Leawood has an ordinance relating to towing of vehicles, found in Chapter XIV. However, Leawood’s ordinance only provides for towing authorized by law enforcement officers (Section 14-501) and does not include tows requested by private property owners as contemplated by K.S.A. 8-1103(c). Interestingly, Leawood’s ordinances includes provisions required by K.S.A. 8-1103(c) and that is that the tow company has to notify the police department within two hours (Section 14-503), the owner of the towed vehicle is entitled to access for 48 hours to retrieve personal property (Section 14-508.D.); and sets maximum towing charges (Section 14-509). The only thing missing is authorizing property owners to tow a vehicle from that property owner’s property. Thus, it would be a simple fix to amend Chapter XIV to allow tow truck companies to tow vehicles from private property at the request of the owner or tenant of that private property. Without an ordinance allowing private property owners to request a tow of an unauthorized vehicle, the towing companies cannot sell the vehicles held in storage. This has caused an immense problem for these companies, particularly involving vehicles with little or no value. In order to sell the vehicles, the only option is for the towing companies to file quiet title actions in the District Court, and the costs and time involved in doing that far exceed, in many cases, the value of the vehicles held in storage.
Leawood City Attorneys' Office
October 30, 2019
Page 3

I understand that Olathe, Shawnee, and Lenexa all have ordinances that appear to comply with K.S.A. 8-1103(c), and on behalf of my clients, we are seeking to have Leawood pass an amendment to Article 5 of Chapter XIV to allow owners or tenants of private property to tow unauthorized vehicles from their property so that vehicles towed from Leawood can be sold by the tow truck companies using the possessory lien affidavit in compliance with K.S.A. 8-1103(c).

We would appreciate your putting this matter on the next available agenda for the Leawood City Council and letting me know when that will be. If you have any questions or if I need to do something to get this matter in front of the Council, please do not hesitate to call me.

I look forward to working with you on this matter in the hopes of getting an ordinance passed in the near future.

Very truly yours,

Terence E. Leibold
Petefish, Immel, Hird, Johnson,
Leibold & Sloan, L.L.P.

cc: Clients (via email)
Memo

To: Mayor Dunn and City Council Members
From: Patty Bennett, City Attorney
Cc: Scott Lambers, Dawn Long
Date: March 2, 2020
Re: Ranch Mart North CID Special Revenue Fund

On January 21, 2020, the Governing Body approved the Ranch Mart North CID Special Revenue Fund ordinance. Unfortunately, the Code section numbers in that document were incorrect. A corrected ordinance is attached for your review and approval.

Please feel free to contact me with any questions at 913-683-9175 or pbennett@leawood.org.
ORDINANCE NO. ______

ORDINANCE AMENDING CHAPTER 1, ARTICLE 8 OF THE CODE OF THE CITY OF LEAWOOD, 2000, BY ADDING NEW SECTIONS 1-863 THROUGH 1-866, ESTABLISHING A NEW LEAWOOD RANCH MART NORTH COMMUNITY IMPROVEMENT DISTRICT SPECIAL REVENUE FUND AND REPEALING ORDINANCE NO. 2976

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

SECTION 1. That a new Section 1-863 of the Code of the City of Leawood is hereby enacted to read as follows:

1-863. RANCH MART COMMUNITY IMPROVEMENT DISTRICT FUND ESTABLISHED. There is hereby established a Special Revenue Fund of the City to be known as the Ranch Mart Community Improvement District Fund.

SECTION 2. That a new Section 1-864 of the Code of the City of Leawood is hereby enacted to read as follows:

1-864. PURPOSES OF FUND. The Ranch Mart Community Improvement District Fund is established to provide for the payment of costs associated with specific improvements located within the Ranch Mart Community Improvement District, as further set forth in the Ordinance providing for such Community Improvement District taxes.

SECTION 3. That a new Section 1-865 of the Code of the City of Leawood is hereby enacted to read as follows:

1-865. SOURCE OF FUNDS. Any monies received by the City from the implemented Ranch Mart Community Improvement District sales and use tax shall be deposited to the fund established by this Ordinance.

SECTION 4. That Section 1-866 of the Code of the City of Leawood is hereby amended to read as follows:

1-866. LIMITATION OF FUND. In making the budget of the City, the amounts credited to and the amount on hand in such Ranch Mart Community Improvement District Tax Fund, and the amount expended therefrom, shall be included in the annual budget for the information of the residents of the City.
SECTION 5. Ordinance No. 2976 is hereby repealed.

SECTION 6. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council this 2nd day of March, 2020

APPROVED by the Mayor this 2nd day of March, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett City Attorney