



**CITY OF LEAWOOD
GOVERNING BODY
MEETING AGENDA**

Tuesday, September 8, 2020
Council Chamber
4800 Town Center Drive
Leawood, KS 66211
7:30 P.M.

SEPTEMBER 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

***** AMENDED AGENDA**

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

Mayor Peggy Dunn	Councilmembers			
	<u>Ward One</u>	<u>Ward Two</u>	<u>Ward Three</u>	<u>Ward Four</u>
	Debra Filla Andrew Osman	Jim Rawlings Mary Larson	Chuck Sipple Lisa Harrison	Julie Cain James Azeltine

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. CITY CLERK STATEMENT

To reduce the likelihood of the spread of COVID-19 and to comply with social distancing recommendations, this meeting of the Leawood Governing Body is being conducted remotely using the Zoom media format and some of the members of the Governing Body are appearing remotely. The meeting is being livestreamed on [YouTube] and the public can access the livestream by going to www.leawood.org/.

Public comments on non-agenda items will not be accepted during this meeting. Public comment on agenda items not requiring a public hearing may not be accepted. As always, public comment on any agenda item can be submitted in advance. Written public comments received at least 24 hours prior to the meeting have been distributed to members of the Governing Body prior to the meeting. Public comments should be directed to LeawoodPublicCommentGB@leawood.org.

4. PROCLAMATIONS

**National Suicide Prevention + Action Month
September 2020**

Constitution Week, September 17-23, 2020

5. PRESENTATIONS/RECOGNITION

6. SPECIAL BUSINESS

7. CONSENT AGENDA

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

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. 2020-31, 2020-32 and 2020-33
- B. Accept minutes of the August 3, 2020 Governing Body Work Session
- C. Accept minutes of the August 17, 2020 Governing Body Work Session
- D. Accept minutes of the August 17, 2020 Governing Body Meeting
- E. Resolution approving and authorizing the Mayor to execute an Architectural Agreement not to exceed \$994,520.00 between the City and PGAV pertaining to the design of a new maintenance facility for Parks and Recreation [Project #80173] (PR)
- F. Resolution approving and authorizing the Mayor to execute an agreement in the amount not to exceed \$30,000.00 between the City and Camden Woods Homes Association, Inc. pertaining to the replacement of landscaping to the 143rd Street Improvement Project, Windsor to Overbook [Project #80129] (PW)
- G. Resolution approving and authorizing the Mayor to execute an agreement in the amount of \$8,425.06 between the City and Phoenix Concrete & Underground, LLC pertaining to the construction of an island at Ironhorse Circle and Bell Drive [Project #70028] (PW)

8. MAYOR'S REPORT

9. COUNCILMEMBERS' REPORT

- A. **Councilmember Osman** – Referral to Public Works Committee, request to select a Design Engineer for Mission Road Improvements, 127th to 133rd Street
- B. **Councilmember Osman** – Referral to Public Works Committee, request to select a Design Engineer for Lee Boulevard Improvements, Somerset to 83rd Street
- C. **Councilmember Filla** – Discuss consideration of paperless meeting packets

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

- A. **Update:** Regarding Leawood Development Ordinance Home Occupations Regulations
- B. **Director of Finance Dawn Long** 2020 Sales Tax Report

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

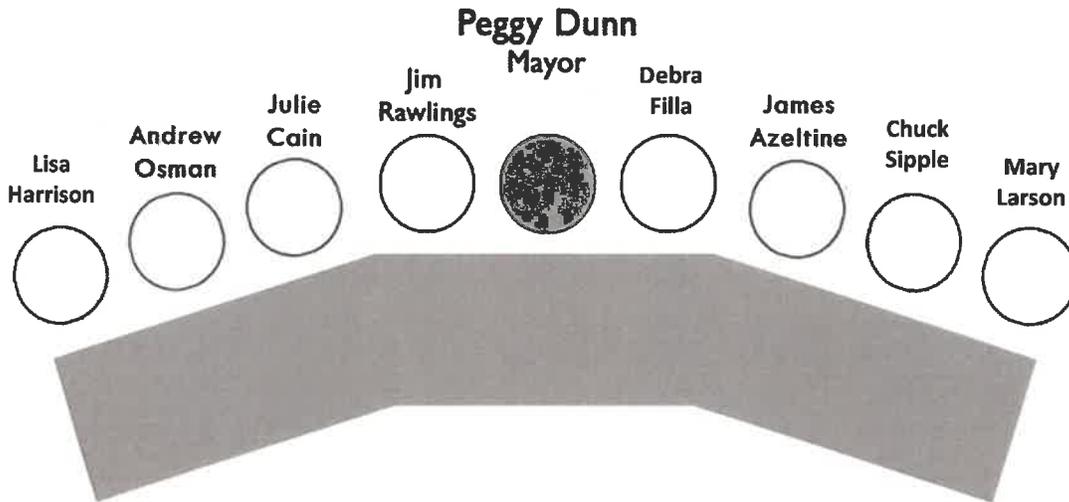
13. OLD BUSINESS

14. OTHER BUSINESS

15. NEW BUSINESS

ADJOURN

Mayor and City Council



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

Number of Votes Required:

Non-zoning Ordinances: Majority of the members-elect of the City Council [5]

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

Zoning Ordinances and other Planning Commission Recommendations:

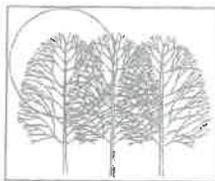
- **Passage of Ordinances Subject to Protest Petition:** ¾ majority of members of Governing Body [7]
- **Approving Planning Commission Recommendation:** Majority of the members-elect of the City Council [5]
- **Remanding to Planning Commission:** Majority of the members-elect of the City Council [5]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

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

DATE	TIME	SUBJECT	LOCATION
Monday, Sept. 21, 2020	6:00 P.M.	Work Session – Review the City’s Economic Development Policies	Council Chamber
Monday, Sept. 21, 2020	7:30 P.M.	Governing Body Meeting	Council Chamber
Monday, Oct. 5, 2020	6:00 P.M.	Work Session	Council Chamber
Monday, Oct. 5, 2020	7:30 P.M.	Governing Body Meeting	Council Chamber
Monday, Oct. 19, 2020	6:00 P.M.	Work Session	Council Chamber
Monday, Oct. 19, 2020	7:30 P.M.	Governing Body Meeting	Council Chamber
Monday, Nov. 2, 2020	6:00 P.M.	Work Session	Council Chamber
Monday, Nov. 2, 2020	7:30 P.M.	Governing Body Meeting	Council Chamber
Monday, Nov. 16, 2020	6:00 P.M.	Work Session	Council Chamber
Monday, Nov. 16, 2020	7:30 P.M.	Governing Body Meeting	Council Chamber
Monday, Dec. 7, 2020	6:00 P.M.	Work Session	Council Chamber

Monday, Dec. 7, 2020	7:30 P.M.	Governing Body Meeting	Council Chamber
Monday, Dec. 21, 2020	7:00 P.M.	Governing Body Meeting	Council Chamber
Tuesday, Jan. 19, 2021	6:00 P.M.	Work Session - Review residential above ground swimming Pools	Council Chamber
Monday, Jan. 25, 2021	6:00 P.M.	Governing Body Short, Near & Long-Term Goals	Council Chamber
Monday, Feb. 15, 2021	6:00 P.M.	Work Session – Review Climate Action KC Review	Council Chamber
Monday, March 1, 2021	6:00 P.M.	Work Session – Review proposed design of the new Fire Station No. 1	Council Chamber
Monday, March 1, 2021	7:30 P.M.	Governing Body Meeting	Council Chamber
Monday, April 5, 2021	6:00 P.M.	Work Session – C.I.P Presentation 2022-2026 Budget Model Assumptions	Council Chamber

Office of the Mayor



City of Leawood, Kansas

Proclamation

WHEREAS, September is known around the United States as National Suicide Prevention Awareness Month. National Suicide Prevention + Action Month is intended to help promote and give attention to the Suicide Prevention resources available to us and our community. The goal is to speak openly about the topic of suicide to help erase the stigma surrounding it, and to direct those in need to the appropriate support services; and

WHEREAS, Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, According to the American Foundation for Suicide Prevention [AFSP], more than 47,000 people died by suicide in 2017; and

WHEREAS, Suicide is the 10th leading cause of death among adults in the US, and nearly 20% of all suicides were completed by people ages 45-54; and

WHEREAS, Leawood is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS, local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) and international groups like Hope For The Day [HFTD] are on the front lines of a battle that many still refuse to discuss, as suicide and mental illness remain too uncomfortable of a topic to talk about; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors on a regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, I, Peggy J. Dunn, Mayor of the City of Leawood, Kansas, do hereby proclaim September 2020 as

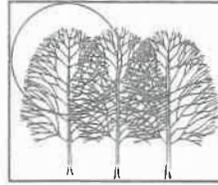
NATIONAL SUICIDE PREVENTION + ACTION MONTH

in the City of Leawood, and urge Kansans to learn how they can help because Suicide Prevention Is Everyone's Business.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 8th day of September, 2020.

Peggy J. Dunn, Mayor

Office of the Mayor

*City of Leawood, Kansas***Proclamation**

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

WHEREAS, September 17, 2020, marks the two hundred and thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd, 2020 as Constitution Week.

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

CONSTITUTION WEEK

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 8th day of September, 2020.

Peggy J. Dunn, Mayor

7A.

CITY OF LEAWOOD
Check Date 08/19/2020
Ordinance 2020-31

Final Check List

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108034	3M COMPANY	ELECTROCUT FILM	251.25	251.25
108035	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	105.35	105.35
108036	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE	912.69	
		PROSHOP MERCHANDISE	281.80	
		PROSHOP MERCHANDISE	132.30	
		PROSHOP MERCHANDISE	225.33	
		PROSHOP MERCHANDISE	406.89	
		PROSHOP MERCHANDISE	285.04	
		PROSHOP MERCHANDISE	191.40	2,435.45
108037	AMERICAN EQUIPMENT COMPANY	ROTARY VALVE ASSEMBLY	332.56	332.56
108038	AT&T INTERNET	CABLE	190.44	190.44
108039	BERNIE ELECTRIC WHOLESALE INC	LAMPS	270.97	
		ELECTRICAL SUPPLIES	323.70	594.67
108040	BLACK & MCDONALD	LIGHT REPAIR AT CITY HALL	1,055.77	
		2020 STREET LIGHT AND TRAFFIC SIGNAL	18,224.34	19,280.11
108041	BLUE VALLEY SCHOOL DISTRICT	2020 ALCOHOL TAX FUND ALLOCATION	1,752.75	1,752.75
108042	BROWN, MONICA	PLANNING COMMISSION TRANSCRIPTION	150.00	150.00
108043	BRUNGARDT HONOMICHL & CO PA	2019 ENGINEERING-LEE BLVD.-83RD ST. TO 9	3,691.50	3,691.50
108044	CARQUEST AUTO PARTS	OXYGEN SENSOR	34.97	
		FUEL INJECTOR	25.74	
		VEHICLE MAINT	34.31	
		VEHICLE MAINT.	16.18	111.20

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<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108045	CE WATER MANAGEMENT INC	QUARTERLY WATER MANAGEMENT	250.00	250.00
108046	CLARKS TOOL	UV DETECTOR	63.00	63.00
108047	COL-CO LLC, CLEAN SWEEP SERVICES	DUCTWORK CLEANING AT LODGE AT IRONWOODS	3,050.00	3,050.00
108048	COMMERCIAL AQUATIC SERVICES	POOL CHEMICALS	3,170.88	
		POOL CHEMICALS	3,549.56	
		POOL CHEMICALS	3,398.09	10,118.53
108049	CONSOLIDATED COMMUNICATION	PHONE SERVICE	574.43	574.43
108050	CORPORATE HEALTH KU MEDWEST	SEASONAL POST-OFFER TESTS/COVID	621.00	621.00
108051	ECOLAB PEST ELIMINATION	PEST CONTROL	106.00	106.00
108052	FACTORY MOTOR PARTS CO	VEHICLE SUPPLIES	267.68	
		ANTI-FREEZE	41.16	308.84
108053	FELD FIRE	EQUIP. MAINT.	1,906.60	1,906.60
108054	GAILS HARLEY DAVIDSON	MOTORCYCLE REPAIRS - PARTS	1,397.61	1,397.61
108055	GALLS LLC	ACADEMY UNIFORMS	267.00	
		DUTY GEAR	435.71	
		UNIFORMS	806.78	
		UNIFORMS	172.24	
		UNIFORMS	150.00	1,831.73
108056	GALLS LLC	UNIFORMS	119.97	119.97
108057	GAY, CAMILLE	COURT REFUND	35.00	35.00
108058	GUNTER PEST MANAGEMENT INC	PEST SERVICES	50.00	
		QUARTERLY PEST SERVICE	55.00	
		QUARTERLY PEST SERVICE	50.00	
		QUARTERLY PEST SERVICE	45.00	200.00

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108059	HOLLIDAY SAND & GRAVEL CO	TANDEM TRUCK	440.00	
		TANDEM TRUCK	176.00	
		TANDEM TRUCK	352.00	968.00
108060	HUNTER BROTHERS LANDSCAPE LLC	INVOICE # 6147 - MOWING 6/27~	260.00	
		INVOICE # 6147 - MOWING 6/27/20	2,400.00	
		MOW 8904 PAWNEE LANE	130.00	
		MOW 10500 ENSLEY LANE LEAWOOD	130.00	2,920.00
108061	ICE-MASTERS, LLC	SUBSCRIPTION FEE	90.00	
		MISC SERVICE EXP.	114.00	204.00
108062	INDUSTRIAL SALES CO INC	PGA VALVE	86.26	86.26
108063	INTERSTATE ELECTRICAL SUPPLY	MATERIAL & SUPPLIES	1,441.62	1,441.62
108064	IPROMOTEU INC	POPCORN GIVE-AWAYS	660.88	
		DavidsonPromo	1,005.00	
		Davidson Promo - hand sanitizer	2,441.75	4,107.63
108065	J M FAHEY CONSTRUCTION CO	ASPHALT	261.20	
		2020 BLANKET PO FOR ASPHALT -	1,040.40	1,301.60
108066	JO CO WASTEWATER	WASTEWATER SERVICE	17.25	
		WASTEWATER SERVICE	58.68	
		WASTEWATER SERVICE	1,159.84	
		WASTEWATER SERVICE	2,374.87	
		WASTEWATER SERVICE	106.94	
		WASTEWATER SERVICE	17.32	3,734.90
108067	KA COMM INC	2018 FORD UTILITY TRANSFER OF EQUIPMENT	507.25	
		PUBLIC SAFETY	59,756.04	60,263.29
108068	KANSAS CITY MAGAZINE	KANSAS CITY MAGAZINE SPRING CAMPS AD	1,650.00	1,650.00
108069	KANSAS DEPT OF REVENUE	MALT BEVERAGE STAMPS	25.00	25.00
108070	KANSAS GOLF & TURF INC	SEAL KIT	63.08	63.08

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108082	MILES EXCAVATING INC	2019 143RD ST. PROJECT: WINDSOR TO OVERB	957,580.62	957,580.62
108083	MINUTEMAN PRESS OF OP	PRINTING & BINDING	49.00	49.00
108084	MO KAN COURIER SERVICE INC	COURIER SERVICE	54.14	54.14
108085	NEXBELT, LLC	PROSHOP MERCHANDISE	293.33	293.33
108086	NIX, CATHERINE	OAK ROOM RENTAL REFUND	275.00	275.00
108087	OADES BROTHERS TIRE & AUTO	TIRES	177.64	177.64
108088	O'REILLY AUTO PARTS	VEHICLE PARTS~	13.59	
		OIL FILTER~	4.30	
		AIR FILTER~	31.85	
		BATTERY SUPPLIES~	96.43	
		LIGHTS~	13.58	
		MOTOR OIL	12.98	
		VEHICLE MAINTENANCE SUPPLIES	22.87	
		VEHICLE MAINT.	79.60	
		VEHICLE MAINT.	95.55	370.75
108089	PET CREMATION SERVICES	ANIMAL CREMATIONS	365.00	365.00
108090	PETTY CASH - CITY OF LEAWOOD	REIMBURSEMENTS	32.11	32.11
108091	PRIDE CLEANERS MJV-A LLC	UNIFORM CLEANING	36.00	36.00
108092	PROFESSIONAL TURF PRODUCTS	HUB & BEARING	300.76	300.76
108093	PROGRESSIVE ELECTRONICS INC	FIRE ALARM MONITORING 3RD QTR	84.00	
		FIRE ALARM MONITORING 3RD QTR	84.00	168.00
108094	Q4 INDUSTRIES LLC	SUPPLIES	194.31	
		SUPPPLIES	722.24	
		MATERIALS & SUPPLIES	22.36	
		COPY PAPER	374.08	
		FACILITY SUPPLIES	58.20	
		PLASTIC GLOVES, MASKS, MISC ITEMS	3,022.62	4,393.81

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108095	RAMAIR INC	HVAC FILTERS	24.28	
		HVAC FILTERS	41.51	
		HVAC FILTERS	118.20	
		HVAC FILTERS	331.02	
		HVAC FILTERS	11.60	
		HVAC FILTERS	5.65	
		HVAC FILTERS	295.46	
		HVAC FILTERS	27.10	854.82
108096	RANGE SERVANT AMERICA INC	RANGE SUPPLIES	110.43	110.43
108097	REINDERS INC	CHECMICAL SUPPLIES	356.76	
		BLDG/GROUND SUPPLIES	893.64	1,250.40
108098	REINHART FOODSERVICE	PREPARED FOOD	614.51	614.51
108099	ROMA BAKERY	PREPARED FOOD	35.52	
		PREPARED FOOD	22.32	
		PREPARED FOOD	29.04	86.88
108100	SANTA FE TOW SERVICE	TRAINING	150.00	
		TRAINING	150.00	300.00
108101	SHERWIN WILLIAMS CO	PAINT	122.09	
		PAINT SUPPLIES	287.70	409.79
108102	SHRED-IT USA LLC	SHREDDING SERVICE	340.36	340.36
108103	SIGNCO INC	UNIFORMS	120.00	120.00
108104	SKILLPATH	BILL BILLINGS STAR12 ALL ACCESS PASS	499.00	
		TONY LINZ STAR12 ALL ACCESS PASS	499.00	998.00
108105	SPECTRUM REACH	ADVERTISING	700.00	
		ADVERTISING	300.00	1,000.00

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108106	SPEEDPRO IMAGING	VEHICLE DECALS~	647.13	
		VEHICLE DECALS~	647.13	
		VEHICLE DECALS~	647.13	
		VEHICLE NUMBER DECALS~	25.79	1,967.18
108107	STANION WHOLESALE ELECTRIC CO	LED BULLET WITH HOOD	245.63	245.63
108108	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	26.68	
		OFFICE SUPPLIES	176.98	
		OFFICE SUPPLIES	33.56	
		OFFICE SUPPLIES	40.80	
		OFFICE SUPPLIES	50.44	
		OFFICE SUPPLIES	177.42	
		OFFICE SUPPLIES	89.38	
		OFFICE SUPPLIES	17.92	
		OFFICE SUPPLIES	23.74	
		OFFICE SUPPLIES	23.74	
		OFFICE SUPPLIES	23.62	
		OFFICE SUPPLIES	24.67	708.95

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108109	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE	35.00	
		FLOWERS	69.86	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	20.00	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	12.00	
		FLOWERS AND FOUNTAIN	449.71	
		SUPPLIES	141.79	
		FLOWERS	197.08	
		YARD WASTE TIP FEE	20.00	
		YARD WASTE TIP FEE	6.00	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	40.00	
		YARD WASTE TIP FEE	40.00	
		LANDSCAPE SUPPLIES	157.02	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	54.00	
		YARD WASTE TIP FEE	35.00	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	35.00	
		YARD WASTE TIP FEE	36.00	
		FLOWERS	64.92	
		TOPSOIL	71.98	1,695.36
108110	SYSCO FOOD SERVICE OF KC INC	PREPARED FOOD	539.01	539.01
108111	TANN ELECTRIC	CANCELLED PERMIT REFUND	84.80	84.80
108112	TRAFFIC SAFETY STORE, THE	TRAFFIC CONES: 25 ORANGE AND 25 LIME	1,286.81	1,286.81
108113	UNIFIRST CORPORATION	MAT CLEANING	110.78	110.78
108114	US KIDS GOLF LLC	PROSHOP MERCHANDISE	158.11	158.11

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108115	VALIDITY SCREENING SOLUTIONS	POST-OFFER BACKGROUNDS ANNUAL EE MVRS (JULY/AUGUST)	289.66 378.00	667.66
108116	VANCE BROS INC	ASPHALT 2020 BLANKET PO FOR ASPHALT - ASPHALT	695.36 2,346.73 260.00	3,302.09
108117	VERIZON WIRELESS	MAYOR DUNN	4,171.06	4,171.06
108118	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL	49.00	49.00
108119	WORK ZONE INC, THE	BLANK SIGNS	270.00	270.00
108120	WW NORTH AMERICA HOLDINGS INC	DIGITAL WORKSHOP JULY WW	456.00	456.00
310820	EVERGY	POWER SERVICE	72.35	72.35
620820	EVERGY	POWER SERVICE	191.39	191.39
1690820	EVERGY	POWER SERVICE	29.05	29.05
1820820	EVERGY	POWER SERVICE	124.78	124.78
5230820	EVERGY	POWER SERVICE	106.08	106.08
5650820	EVERGY	POWER SERVICE	160.12	160.12
7190820	EVERGY	POWER SERVICE	80.45	80.45
7280820	EVERGY	POWER SERVICE	227.39	227.39
8192020	KANSAS GAS SERVICE	GAS SERVICE	1,357.63	1,357.63
9060820	EVERGY	POWER SERVICE	70.65	70.65
9990820	EVERGY	POWER SERVICE	2,264.19	2,264.19
10670820	EVERGY	POWER SERVICE	125.89	125.89
11510820	EVERGY	POWER SERVICE	162.59	162.59
12170820	EVERGY	POWER SERVICE	239.72	239.72

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
15280820	EVERGY	POWER SERVICE	82.73	82.73
16610820	EVERGY	POWER SERVICE	145.70	145.70
16800820	EVERGY	POWER SERVICE	100.82	100.82
17060820	EVERGY	POWER SERVICE	241.12	241.12
17130820	EVERGY	POWER SERVICE	76.57	76.57
18030820	EVERGY	POWER SERVICE	227.44	227.44
18190820	EVERGY	POWER SERVICE	91.69	91.69
20060820	EVERGY	POWER SERVICE	64.35	64.35
20170820	EVERGY	POWER SERVICE	56.07	56.07
20400820	EVERGY	POWER SERVICE	2,554.89	2,554.89
20470820	EVERGY	POWER SERVICE	44.17	44.17
20840820	EVERGY	POWER SERVICE	126.72	126.72
21150820	EVERGY	POWER SERVICE	86.91	86.91
22110820	EVERGY	POWER SERVICE	20.24	20.24
22680820	EVERGY	POWER SERVICE	62.00	62.00
23010820	EVERGY	POWER SERVICE	86.57	86.57
25640820	EVERGY	POWER SERVICE	45.25	45.25
25750820	EVERGY	POWER SERVICE	119.75	119.75
26330820	EVERGY	POWER SERVICE	205.18	205.18
26440820	EVERGY	POWER SERVICE	61.65	61.65
26700820	EVERGY	POWER SERVICE	65.24	65.24
26790820	EVERGY	POWER SERVICE	74.48	74.48

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
26870820	EVERGY	POWER SERVICE	201.28	201.28
29170820	EVERGY	POWER SERVICE	120.45	120.45
30330820	EVERGY	POWER SERVICE	47.30	47.30
30810820	EVERGY	POWER SERVICE	81.77	81.77
31660820	EVERGY	POWER SERVICE	83.41	83.41
32220820	EVERGY	POWER SERVICE	56.62	56.62
33740820	EVERGY	POWER SERVICE	55.14	55.14
34670820	EVERGY	POWER SERVICE	1,751.71	1,751.71
35720820	EVERGY	POWER SERVICE	65.92	65.92
36960820	EVERGY	POWER SERVICE	49.19	49.19
37140820	EVERGY	POWER SERVICE	276.21	276.21
37760820	EVERGY	POWER SERVICE	5,453.27	5,453.27
39110820	EVERGY	POWER SERVICE	74.18	74.18
39350820	EVERGY	POWER SERVICE	399.95	399.95
41480820	EVERGY	POWER SERVICE	43.75	43.75
41560820	EVERGY	POWER SERVICE	64.35	64.35
43240820	EVERGY	POWER SERVICE	142.69	142.69
43510820	EVERGY	POWER SERVICE	1,515.04	1,515.04
43650820	EVERGY	POWER SERVICE	2,290.55	2,290.55
44830820	EVERGY	POWER SERVICE	4,826.50	4,826.50
45420820	EVERGY	POWER SERVICE	30.19	30.19
46160820	EVERGY	POWER SERVICE	63.50	63.50

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
47610820	EVERGY	POWER SERVICE	46.91	46.91
50870820	EVERGY	POWER SERVICE	169.08	169.08
50970820	EVERGY	POWER SERVICE	489.53	489.53
51720820	EVERGY	POWER SERVICE	45.42	45.42
52440820	EVERGY	POWER SERVICE	70.23	70.23
52720820	EVERGY	POWER SERVICE	66.59	66.59
52760820	EVERGY	POWER SERVICE	93.19	93.19
53130820	EVERGY	POWER SERVICE	41.70	41.70
53810820	EVERGY	POWER SERVICE	5,891.21	5,891.21
54120820	EVERGY	POWER SERVICE	18.14	18.14
55270820	EVERGY	POWER SERVICE	242.51	242.51
55550820	EVERGY	POWER SERVICE	128.85	128.85
57230820	EVERGY	POWER SERVICE	82.01	82.01
59580820	EVERGY	POWER SERVICE	189.08	189.08
60700820	EVERGY	POWER SERVICE	119.80	119.80
61670820	EVERGY	POWER SERVICE	87.42	87.42
62070820	EVERGY	POWER SERVICE	150.16	150.16
62940820	EVERGY	POWER SERVICE	91.66	91.66
62960820	EVERGY	POWER SERVICE	191.83	191.83
63100820	EVERGY	POWER SERVICE	190.60	190.60
64140820	EVERGY	POWER SERVICE	92.68	92.68
65300820	EVERGY	POWER SERVICE	114.49	114.49

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
65390820	EVERGY	POWER SERVICE	277.50	277.50
65720820	EVERGY	POWER SERVICE	210.24	210.24
67500820	EVERGY	POWER SERVICE	67.87	67.87
67600820	EVERGY	POWER SERVICE	62.49	62.49
69630820	EVERGY	POWER SERVICE	61.82	61.82
70800820	EVERGY	POWER SERVICE	57.56	57.56
73400820	EVERGY	POWER SERVICE	154.27	154.27
75300820	EVERGY	POWER SERVICE	152.38	152.38
77660820	EVERGY	POWER SERVICE	183.46	183.46
78300820	EVERGY	POWER SERVICE	200.06	200.06
78420820	EVERGY	POWER SERVICE	139.27	139.27
79980820	EVERGY	POWER SERVICE	243.58	243.58
83410820	EVERGY	POWER SERVICE	147.59	147.59
84480820	EVERGY	POWER SERVICE	90.72	90.72
85030820	EVERGY	POWER SERVICE	183.10	183.10
86420820	EVERGY	POWER SERVICE	123.65	123.65
86760820	EVERGY	POWER SERVICE	163.59	163.59
89350820	EVERGY	POWER SERVICE	170.91	170.91
89590820	EVERGY	POWER SERVICE	67.47	67.47
89990820	EVERGY	POWER SERVICE	114.13	114.13
93940820	EVERGY	POWER SERVICE	25.85	25.85
95690820	EVERGY	POWER SERVICE	371.57	371.57

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
97130820	EVERGY	POWER SERVICE	21.14	21.14
97540820	EVERGY	POWER SERVICE	415.32	415.32
98740820	EVERGY	POWER SERVICE	75.19	75.19
99380820	EVERGY	POWER SERVICE	117.01	117.01
99500820	EVERGY	POWER SERVICE	209.62	209.62
99910820	EVERGY	POWER SERVICE	347.76	347.76

195 checks in this report.

Grand Total All Checks: 1,160,561.60

7A.

CITY OF LEAWOOD
Check Date 08/26/2020
Ordinance 2020-32

Final Check List

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108123	3M COMPANY	GRAPHIC FILM, MASKING TAPE REFLECTIVE STREET MARKING TRANSFER TRANSFER TAPES	233.76 1,617.34 75.00	1,926.10
108124	AA WHEEL AND TRUCK SUPPLY INC	PARTS CREDIT REFUND UBOLT KIT	208.80 -25.78	183.02
108125	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE	670.76	670.76
108126	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE PROSHOP MERCHANDISE PROSHOP MERCHANDISE PROSHOP MERCHANDISE PROSHOP MERCHANDISE	282.25 176.40 345.74 176.00 258.19	1,238.58
108127	AIRGAS MIDSOUTH	GLV MCHC'S GLV MCHC	99.09 9.90	108.99
108128	ARROW GATES AND SECURITY LLC	JUSTICE CENTER GATE REPAIR	1,956.41	1,956.41
108129	AT&T	PHONE SERVICE	329.80	329.80
108130	AT&T	PHONE SERVICE	282.61	282.61
108131	AT&T	PHONE SERVICES	4,428.83	4,428.83
108132	AT&T	PHONE SERVICE	819.83	819.83
108133	AT&T	INTERNET SERVICE	1,151.07	1,151.07
108134	AT&T	INTERNET SERVICE	1,138.08	1,138.08
108135	AW LOGIC LLC	LASER GRADE 12 BLACK TEE AND 13 BLUE TEE	2,850.00	2,850.00

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108136	BLACK & MCDONALD	2020 STREET LIGHT AND TRAFFIC SIGNAL	337.54	337.54
108137	BLUE CROSS BLUE SHIELD OF KC	AUGUST 2020 HEALTH PREMIUM	322,712.13	322,712.13
108138	BLUE VALLEY LABORATORIES INC	GOLF HOLE POND MAINTENANCE GOLF HOLE POND MAINTENANCE GOLF HOLE POND MAINTENANCE~	450.00 225.00 445.00	1,120.00
108139	BRIGGS TURF FARM	SOD SOD SOD SOD	5.30 132.50 26.50 132.50	296.80
108140	BURNS & MCDONNELL ENGINEERING	2016 ENGINEERING SERVICES ON 143RD ST: E	89,434.11	89,434.11
108141	C & C GROUP DIVISIONS	TECH LABOR	945.00	945.00
108142	CAPITAL SAND COMPANY INC	COURSE TOP DRESSING	592.20	592.20
108143	CAR WASH 103 INC	VEHICLE MAINTENANCE	210.00	210.00
108144	CC BRIDAL TAILORS & TUXEDOS	UNIFORMS UNIFORMS	6.50 143.00	149.50
108145	CDW GOVERNMENT INC	ADO CC	395.00	395.00
108146	CERTIFIED LABORATORIES	AEROSOL, KITS SPECTRAS, KITS JUSTRITE RAMP	941.62 890.63 419.10	2,251.35
108147	CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	84.45	84.45
108148	CONRAD FIRE EQUIPMENT INC	VEHICLE MAINT.	937.67	937.67
108149	CONTINENTAL CONSULTING ENGNRS	2019 DESIGN OF TRAIL EXTENSION: ROE & TO 2019 INSPIRATION ART	4,060.40 895.00	4,955.40
108150	CSTK INC	VEHICLE MAINT.~	141.88	141.88

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108151	DELL MARKETING LP DELL USA LP	PLANNING DEPARTMENT COMPUTER LAPTOP FOR MOBILE COMMAND UNIT	1,571.85 583.42	2,155.27
108152	DELTA DENTAL PLAN OF KANSAS	AUGUST 2020 DENTAL PREMIUM	19,069.50	19,069.50
108153	DESIGN MECHANICAL INC	INSTALL AIR COMPRESSOR LINES AT BUILDING MAINTENANCE REPAIRS~ REPAIR OF HEAT PUMP #HP0-16 FOR JAIL HEAT PUMP REPAIR AT JC-ELECTRICAL ROOM	2,792.92 909.08 1,025.25 1,116.44	5,843.69
108154	E EDWARDS WORK WEAR INC	UNIFORM/CLOTHING	512.96	512.96
108155	ELECTRONIC TECHNOLOGY INC	AXIS P3717-PLE CAMERAS	2,294.00	2,294.00
108156	EMERY SAPP & SONS INC	UPM COLD PATCH	743.40	743.40
108157	EXCEL LINEN SUPPLY	LINEN CLEANING LINEN CLEANING LINEN CLEANING	166.11 39.36 36.79	242.26
108158	FASTENAL COMPANY	AIR COMPRESSOR INSTALL. SAW BLADES, HEXNUTS	111.40 30.34	141.74
108159	FEDEX	SHIPPING	60.12	60.12
108160	FELD FIRE	EQUIPMENT MAINT. EQUIPMENT MAINT.	24.75 483.80	508.55
108161	FIRST INSURANCE FUNDING CORP	INSURANCE INSTALLMENT	646.27	646.27
108162	GAILS HARLEY DAVIDSON	MOTORCYCLE MAINTENANCE~	832.64	832.64
108163	GALLS LLC	UNIFORMS UNIFORMS UNIFORMS	403.24 82.75 424.90	910.89
108164	GALLS LLC	ACADEMY UNIFORM	15.00	15.00
108165	GENESIS HEALTH CLUBS	PAYMENT FOR 2020 TENNIS INSTRUCTION	7,096.05	7,096.05

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108166	GILMORE & BELL	2020-A,1 LEGAL SERVICES	26,616.50	26,616.50
108167	GPSI LEASING II - ACCORD LLC	GOLF CAR GPS SERVICES FOR 2020	1,628.00	1,628.00
108168	GREAT PLAINS SPCA	ANIMAL BOARDING	585.00	585.00
108169	GUNTER PEST MANAGEMENT INC	BLDG & GROUNDS	45.00	
		BLDG & GROUNDS	55.00	
		BUILDING & GROUNDS	50.00	
		PEST CONTROL	60.00	
		QTRLY PEST CONTROL	190.00	
		QTRLY PEST	80.00	
		PEST QTRLY	40.00	520.00
108170	HP TOOLS	AC MACHINE FOR FLEET USEAGE.	4,895.00	4,895.00
108171	ICE-MASTERS, LLC	SUBSCRIPTION FEE	172.00	172.00
108172	INSIGHT PUBLIC SAFETY	SAFEGUARDING, WELLNESS	320.00	320.00
108173	J & A TRAFFIC PRODUCTS	BOLTS, NUTS, BLADES	205.00	205.00
108174	J M FAHEY CONSTRUCTION CO	2020 BLANKET PO FOR ASPHALT -	2,042.00	2,042.00
108175	JO CO MED ACT	MATERIAL & SUPPLIES	835.40	835.40
108176	JO CO WASTEWATER	WASTEWATER SERVICE	426.72	
		WASTEWATER SERVICE	357.95	
		WASTEWATER SERVICE	693.25	
		WASTEWATER SERVICE	327.30	
		WASTEWATER SERVICE	100.03	
		WASTEWATER SERVICE	140.67	
		WASTEWATER SERVICE	83.80	2,129.72
108177	JOCO TOPSOIL LANDSCAPE	TOPSOIL	900.00	
		TOPSOIL	450.00	1,350.00
108178	JOHN KING, JOHN KING ARTS	PURCHASE OF ART ON LOAN "SKYWRITING"	37,500.00	37,500.00
108179	KELLER FIRE & SAFETY	EQUIPMENT MAINT.	101.85	101.85

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108180	KITCHEN SOLUTIONS, FILTA ENVIRONMEN	FILTAFRY SERVICE	45.00	45.00
108181	KONICA MINOLTA PREMIER FINANCE	2020 KONICA COPIER LEASE	4,582.77	4,582.77
108182	LASER CYCLE INC	COMP TONER	94.99	94.99
108183	LATHROP & GAGE LLP	PERSONNEL MATTER	7,665.00	7,665.00
108184	LAWN-CORPS, INC	BRUSH DROP OFF BRUSH DROP OFF YARD WASTE DROP OFF TOPSOIL	15.00 15.00 15.00 27.00	72.00
108185	LEVEL 3 COMMUNICATIONS LLC	INTERNET SERVICE	2,747.31	2,747.31
108186	LINCOLN NATIONAL LIFE INSUR	AUGUST 2020 LIFE, LTD, VSTD PREMIUM	11,429.92	11,429.92
108187	LOREN, ROB	INDEP CONTRACT	250.00	250.00
108188	LOWES	HARDWARE SUPPLIES	1,929.40	1,929.40
108189	LOWES	HARDWARE SUPPLIES	626.53	626.53
108190	LSC COMMUNICATIONS US	2020 FALL PROGRAM GUIDE	4,957.28	4,957.28
108191	M & M GOLF CARS LLC	FUSE	28.44	28.44
108192	MAKI, MICHAEL	REIMB. PGA DUES	230.68	230.68
108193	MALISZEWSKI, JAMES	IRRIGATION STARTUP	770.00	770.00
108194	MAYO, SUSAN E.	INDEP CONTRACT	250.00	250.00
108195	MCKEEVERS PRICE CHOPPER	HEAT HYDRATION	61.91	61.91
108196	MINUTEMAN PRESS OF OP	PRINTING & BINDING	122.00	122.00
108197	MITCHELL 1	PRODEMAND	864.00	864.00
108198	MYSIDEWALK INC	MISC. SERVICE	500.00	500.00
108199	OBIJI, MISHEA	CLEANING	150.00	150.00

Final Check List

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108200	OFFICE PRODUCTS ALLIANCE	SANITIZER WIPES 2ND FLOOR WEST	149.99	149.99
108201	OLSSON INC	ON CALL PLAN REVIEW, AND OTHER	974.36	974.36
108202	O'REILLY AUTO PARTS	BRAKE CLEAN	35.88	
		PWR RTD BELT	59.76	
		BATTERY	47.74	
		WIPER BLADE/OIL FILTER	60.90	
		OIL FILTERS	38.46	
		OIL FILTER	6.66	249.40
108203	PB HOIDALE CO INC	SERVICE CALL	120.00	120.00
108204	PEPSI BEVERAGES COMPANY	BEVERAGES	644.39	
		BEVERAGES	413.17	1,057.56
108205	PHELPS ENGINEERING INC	2020 ENGINEERING-LOT RE-PLAT ON LEE BLVD	9,466.40	9,466.40
108206	PRAXAIR DISTRIBUTION INC 493	INDUSTRIAL ACETYLENE	376.25	376.25
108207	PRECISION SMALL ENGINE CO INC	EQUIPMENT PARTS	686.89	686.89
108208	PROFESSIONAL TURF PRODUCTS	EQUIPMENT PARTS	257.38	
		EQUIPMENT PARTS	186.70	
		FLEX 34	1,850.94	
		EQUIPMENT SUPPLIES	292.99	2,588.01
108209	PROGRESSIVE ELECTRONICS INC	FIRE ALARM MONITOR	84.00	84.00
108210	Q4 INDUSTRIES LLC	PAPER TOWELS	89.76	
		COPY PAPER	304.72	
		BIG FOLD TOWELS	388.62	
		POOL JANITORIAL SUPPLIES	1,062.73	1,845.83
108211	RAMAIR INC	HVAC FILTERS	7.41	
		HVAC FILTERS	118.53	
		HVAC FILTERS	12.98	
		HVAC FILTERS	7.45	146.37

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108212	RANCH MART ACE HARDWARE	PLUMBING SUPPLIES	8.98	
		SHOVEL, DRAIN WOOD	55.98	64.96
108213	REEVES WIEDEMAN COMPANY	BUILDING SUPPLIES	13.90	13.90
108214	REINHART FOODSERVICE	PREPARED FOOD	916.08	916.08
108215	ROB SIGHT FORD	KEY CUT, PROGRAM	264.92	264.92
108216	ROMA BAKERY	PREPARED FOOD	64.68	64.68
108217	SAMS CLUB DIRECT	MATERIALS & SUPPLIES	325.36	325.36
108218	SAMS CLUB DIRECT	MEMBERSHIP DUES	180.00	180.00
108219	SCNS SPORTS FOOD INC	PREPARED FOOD	206.60	206.60
108220	SELECTURF INC	5000 SQ FEET OF ZOYSIA	4,267.20	4,267.20
108221	SHERWIN WILLIAMS CO	HOSE, SUPPLIES	87.48	87.48
108222	SITEONE LANDSCAPE SUPPLY LLC	SEGWAY FUNGICIDE FOR PYTHIUM CONTROL ON GROUNDS SUPPLIES	1,660.00 535.99	2,195.99
108223	SKILLPATH	ANDY RADCLIFF STAR12 ACCESS PASS	499.00	499.00
108224	SPEEDPRO IMAGING	VEHICLE DECALS~	692.50	692.50
108225	SPRINT	PHONE SERVICES	5,446.54	5,446.54
108226	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	43.08	
		SUPPLIES	45.35	
		PURELL ORGNL HAND SANITIZER	37.92	
		PURELL HAND SANITIZER	37.92	
		GLOVES	6.12	
		CANDY, FOLDERS, POST ITS	28.73	
		STEVIA, RULER, PENS	31.55	
		MATERIAL & SUPPLIES	73.23	
		PHONEKLEENS	49.85	
		HAND SANITIZERS	17.04	370.79

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108227	SUBURBAN LAWN & GARDEN INC	TOPSOIL	65.44	65.44
108228	SUMMIT TRUCK GROUP	CREDIT REFUND CLAMP HEAT CLAMP EXH, SLACK KIT HOSE, CLAMP, NUT WHEEL CREDIT MEMO	-106.91 183.98 193.79 -98.10	172.76
108229	SUPERIOR BOWEN	2020 RESIDENTIAL MILL & OVERLAY PROJECT	756,831.25	756,831.25
108230	SUPERIOR VISION SERVICES INC	AUGUST 2020 VISION PREMIUM	2,127.34	2,127.34
108231	SYSCO FOOD SERVICE OF KC INC	FACE MASKS	299.50	299.50
108232	TEES PLEASE INC	COURSE SUPPLIES	368.57	368.57
108233	TIME WARNER CABLE	BUSINESS INTERNET	279.48	279.48
108234	TIME WARNER CABLE	BUSINESS INTERNET	126.98	126.98
108235	ULINE INC	TRASH CANS	118.05	118.05
108236	UNIFIRST CORPORATION	NYLON MATS	87.89	87.89
108237	UNUM LIFE INSURANCE CO	AUGUST 2020 LTC PREMIUM	619.00	619.00
108238	US KIDS GOLF LLC	PROSHOP MERCHANDISE	179.36	179.36
108239	VANCE BROS INC	2020 BLANKET PO FOR ASPHALT - ASPHALT	1,254.51 527.80	1,782.31
108240	VAN-WALL EQUIPMENT INC	EQUIPMENT SUPPLIES EQUIPMENT SUPPLIES	79.77 13.96	93.73
108241	WAL-MART COMMUNITY BRC	MATERIALS & SUPPLIES	27.59	27.59
108242	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL	649.31	649.31

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108243	WATER DISTRICT 1 JO CO	WATER SERVICE	212.77	
		WATER SERVICE	62.12	
		WATER SERVICE	92.93	
		WATER SERVICE	80.05	
		WATER SERVICE	103.66	
		WATER SERVICE	97.68	649.21
108244	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	106.48	106.48
108245	WERTS, KELLY	INDEP CONTRACT	250.00	250.00
108246	WESTLAKE HARDWARE	HARDWARE SUPPLIES	9.58	
		HARDWARE SUPPLIES	30.30	39.88
108247	WINDTRAX INC	SUPPLIES	557.32	557.32
108248	WINFIELD SOLUTIONS LLC	AQUASWEEP	120.00	120.00
610820	EVERGY	POWER SERVICE	37.28	37.28
1070820	EVERGY	POWER SERVICE	206.35	206.35
1300820	EVERGY	POWER SERVICE	892.93	892.93
3300820	EVERGY	POWER SERVICE	97.14	97.14
4650820	EVERGY	POWER SERVICE	106.83	106.83
4910820	EVERGY	POWER SERVICE	133.53	133.53
6770820	EVERGY	POWER SERVICE	59.38	59.38
6910820	EVERGY	POWER SERVICE	183.40	183.40
7360820	EVERGY	POWER SERVICE	106.06	106.06
8810820	EVERGY	POWER SERVICE	128.93	128.93
9400820	EVERGY	POWER SERVICE	115.12	115.12
10350820	EVERGY	POWER SERVICE	60.98	60.98

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
13110820	EVERGY	POWER SERVICE	25.95	25.95
13260820	EVERGY	POWER SERVICE	36.17	36.17
14680820	EVERGY	POWER SERVICE	72.07	72.07
17270820	EVERGY	POWER SERVICE	59.50	59.50
18840820	EVERGY	POWER SERVICE	153.40	153.40
18970820	EVERGY	POWER SERVICE	118.30	118.30
19750820	EVERGY	POWER SERVICE	190.31	190.31
20660820	EVERGY	POWER SERVICE	24.77	24.77
20820820	EVERGY	POWER SERVICE	185.30	185.30
20860820	EVERGY	POWER SERVICE	48.30	48.30
23160820	EVERGY	POWER SERVICE	151.26	151.26
23850820	EVERGY	POWER SERVICE	19.03	19.03
25850820	EVERGY	POWER SERVICE	96.71	96.71
26450820	EVERGY	POWER SERVICE	110.50	110.50
26760820	EVERGY	POWER SERVICE	18.14	18.14
28590820	EVERGY	POWER SERVICE	33.69	33.69
28800820	EVERGY	POWER SERVICE	48.42	48.42
30360820	EVERGY	POWER SERVICE	91.11	91.11
31460820	EVERGY	POWER SERVICE	237.12	237.12
32040820	EVERGY	POWER SERVICE	240.90	240.90
32870820	EVERGY	POWER SERVICE	151.23	151.23
34030820	EVERGY	POWER SERVICE	154.32	154.32

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
34680820	EVERGY	POWER SERVICE	88.63	88.63
35180820	EVERGY	POWER SERVICE	129.09	129.09
35640820	EVERGY	POWER SERVICE	143.34	143.34
35650820	EVERGY	POWER SERVICE	123.35	123.35
36120820	EVERGY	POWER SERVICE	41.47	41.47
36720820	EVERGY	POWER SERVICE	61.91	61.91
38570820	EVERGY	POWER SERVICE	45.86	45.86
38730820	EVERGY	POWER SERVICE	248.92	248.92
38960820	EVERGY	POWER SERVICE	135.56	135.56
39070820	EVERGY	POWER SERVICE	48.44	48.44
39290820	EVERGY	POWER SERVICE	61.22	61.22
39770820	EVERGY	POWER SERVICE	99.49	99.49
39780820	EVERGY	POWER SERVICE	51.79	51.79
40320820	EVERGY	POWER SERVICE	183.00	183.00
40980820	EVERGY	POWER SERVICE	68.06	68.06
41410820	EVERGY	POWER SERVICE	72.05	72.05
41550820	EVERGY	POWER SERVICE	254.00	254.00
45720820	EVERGY	POWER SERVICE	30.00	30.00
47130820	EVERGY	POWER SERVICE	62.01	62.01
48010820	EVERGY	POWER SERVICE	82.72	82.72
50650820	EVERGY	POWER SERVICE	150.61	150.61
51660820	EVERGY	POWER SERVICE	45.99	45.99

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
53720820	EVERGY	POWER SERVICE	51.58	51.58
54940820	EVERGY	POWER SERVICE	44.29	44.29
55020820	EVERGY	POWER SERVICE	7,420.58	7,420.58
55990820	EVERGY	POWER SERVICE	93.45	93.45
56450820	EVERGY	POWER SERVICE	56.24	56.24
57210820	EVERGY	POWER SERVICE	105.70	105.70
57550820	EVERGY	POWER SERVICE	931.15	931.15
58310820	EVERGY	POWER SERVICE	43.09	43.09
58540820	EVERGY	POWER SERVICE	276.96	276.96
59110820	EVERGY	POWER SERVICE	236.67	236.67
59510820	EVERGY	POWER SERVICE	330.20	330.20
59740820	EVERGY	POWER SERVICE	188.77	188.77
62610820	EVERGY	POWER SERVICE	157.90	157.90
62640820	EVERGY	POWER SERVICE	306.22	306.22
63500820	EVERGY	POWER SERVICE	63.70	63.70
63590820	EVERGY	POWER SERVICE	45.30	45.30
63870820	EVERGY	POWER SERVICE	190.63	190.63
64980820	EVERGY	POWER SERVICE	30.93	30.93
66270820	EVERGY	POWER SERVICE	41.35	41.35
66290820	EVERGY	POWER SERVICE	136.50	136.50
66720820	EVERGY	POWER SERVICE	66.57	66.57
68840820	EVERGY	POWER SERVICE	46.65	46.65

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
69340820	EVERGY	POWER SERVICE	65.38	65.38
69770820	EVERGY	POWER SERVICE	120.82	120.82
70490820	EVERGY	POWER SERVICE	34.35	34.35
72500820	EVERGY	POWER SERVICE	115.99	115.99
73730820	EVERGY	POWER SERVICE	97.25	97.25
75370820	EVERGY	POWER SERVICE	82.08	82.08
77650820	EVERGY	POWER SERVICE	33.94	33.94
78940820	EVERGY	POWER SERVICE	73.40	73.40
79560820	EVERGY	POWER SERVICE	33.06	33.06
80370820	EVERGY	POWER SERVICE	77.68	77.68
80800820	EVERGY	POWER SERVICE	76.25	76.25
80920820	EVERGY	POWER SERVICE	113.19	113.19
82440820	EVERGY	POWER SERVICE	44.26	44.26
83170820	EVERGY	POWER SERVICE	20.21	20.21
85880820	EVERGY	POWER SERVICE	94.83	94.83
85950820	EVERGY	POWER SERVICE	75.09	75.09
86160820	EVERGY	POWER SERVICE	4,832.88	4,832.88
89740820	EVERGY	POWER SERVICE	63.05	63.05
92020820	EVERGY	POWER SERVICE	540.55	540.55
93710820	EVERGY	POWER SERVICE	61.38	61.38
94310820	EVERGY	POWER SERVICE	132.90	132.90
96470820	EVERGY	POWER SERVICE	45.40	45.40

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
97790820	EVERGY	POWER SERVICE	17,073.66	17,073.66
98900820	EVERGY	POWER SERVICE	104.47	104.47
99780820	EVERGY	POWER SERVICE	49.13	49.13
41008200	EVERGY	POWER SERVICE	178.99	178.99
20708201	EVERGY	POWER SERVICE	77.43	77.43

231 checks in this report.

Grand Total All Checks: 1,439,693.65

CITY OF LEAWOOD
Check Date 09/02/2020
Ordinance 2020-33

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108249	ABOGADOS PARKER & PARKER PA	PUBLIC DEFENDER	309.50	309.50
108250	ACCU-SCREEN INC	POST ACCIDENT TESTING	233.58	233.58
108251	ACUSHNET CO - FOOTJOY	PROSHOP MERCHANDISE PROSHOP MERCHANDISE	71.38 483.03	554.41
108252	ACUSHNET CO - TITLEIST	PROSHOP MERCHANDISE PROSHOP MERCHANDISE PROSHOP MERCHANDISE	219.29 671.38 712.00	1,602.67
108253	AMERICAN SENTRY ELECTRONIC SYS	ESTIMATE #20004922 TO ADD LOCKS TO	3,563.80	3,563.80
108254	ANGERMULLER, CHRIS	MISC. SERVICE~	510.00	510.00
108255	APPLIED CONCEPTS INC	EQUIPMENT REPAIRS	320.00	320.00
108256	AT&T INTERNET	INTERNET & TV	209.58	209.58
108257	AT&T INTERNET	U-VERSE INTERNET AND TV	199.91	199.91
108258	AT&T INTERNET	INTERNET SERVICE	199.91	199.91
108259	BERNIE ELECTRIC WHOLESALE INC	BUILDING MAINTENANCE SUPPLIES	445.77	445.77
108260	BEST APPROACH PUBLICATIONS	TEMPORARY SCORECARDS	526.24	526.24
108261	B'NAI JEHUDAH, THE TEMPLE CONGREGA	REFUND DUE TO COVID-19	179.00	179.00
108262	BOGGS, DEREK	2020 Tuition Reimbursement - Derek Boggs	1,016.75	1,016.75
108263	BOULDER BLIMP COMPANY INC	EXPENDABLE EQUIP.	6,785.00	6,785.00
108264	BOUND TREE MEDICAL LLC	MATERIAL & SUPPLIES	206.16	206.16

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108265	BROWN, MONICA	TRANSCRIPTION	150.00	
		TRANSCRIPTION	75.00	225.00
108266	C & C GROUP DIVISIONS	BACKUP GENERATOR REPAIRS AT THE JUSTICE	1,036.01	1,036.01
108267	CALLAWAY GOLF CO	CREDIT MEMO	-360.80	
		RANGE BALLS	2,625.00	
		PROSHOP MERCHANDISE	881.76	
		PROSHOP MERCHANDISE	1,171.50	4,317.46
108268	CARQUEST AUTO PARTS	TIRE GUAGE DUAL	24.74	24.74
108269	CC BRIDAL TAILORS & TUXEDOS	UNIFORMS	86.50	86.50
108270	CENTRAL SALT	UNTREATED WINTER ROCK SALT	5,223.19	
		2,500 TONS OF UNTREATED WINTER ROCK SALT	5,225.60	
		2,500 TONS OF UNTREATED WINTER ROCK SALT	3,951.33	14,400.12
108271	CITY OF OVERLAND PARK	KCMMB-WEB SITE OPERATIONAL COSTS	2,851.49	2,851.49
108272	CONTINENTAL RESEARCH CORP	SUPPLIES	542.26	542.26
108273	CORPORATE ARMOR TECH LLC	BARRACUDA RENEWAL	2,560.30	2,560.30
108274	CORPORATE HEALTH KU MEDWEST	POST OFFER FF TESTS	653.00	653.00
108275	CROFT TRAILER SUPPLY INC	SAFETY PIN	9.84	9.84
108276	CUMMINS SALES AND SERVICE INC	INSITE PRO REGISTRATION	770.00	770.00
108277	DAGADILLO, JOSE	REFUND DUE TO COVID-19 CONCERNS	500.00	500.00
108278	DELL MARKETING LP DELL USA LP	COMPUTER FOR MOBILE COMMAND UNIT	1,609.27	1,609.27
108279	DOWELL, JAMIE	REFUND DUE TO COVID-19 CONCERNS	550.00	550.00
108280	E EDWARDS WORK WEAR INC	UNIFORM/CLOTHING	2,692.46	
		UNIFORM/CLOTHING	561.80	3,254.26
108281	EVERLASTING SIGN ART	NAME PLATE	22.60	22.60

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108282	EXCEL LINEN SUPPLY	LINEN CLEANING	154.36	154.36
108283	FACTORY MOTOR PARTS CO	VEHICLE SUPPLIES	18.99	
		GLOVES	21.65	
		VEHICLE PARTS	284.97	325.61
108284	FELD FIRE	EQUIPMENT MAINT.	55.00	55.00
108285	FORESTRY SUPPLIERS INC	SUPPLIES	464.95	464.95
108286	FRENCH, STACY	MISC. SERVICES~	360.00	360.00
108287	GALLS LLC	UNIFORMS	149.98	
		UNIFORMS	149.98	
		UNIFORMS	119.97	
		CROWD CONTROL GEAR	180.00	
		CROWD CONTROL GEAR	1,184.85	
		UNIFORMS	165.50	1,950.28
108288	GANNON, KIRSTEN	REFUND DUE TO COVID-19 CONCERNS	1,715.00	1,715.00
108289	GJO HOLDINGS, DBA PRO ELECTRIC	ELECTRICAL SERVICE	200.00	200.00
108290	GRAINGER INC	AIR COMPRESSOR	2,876.11	
		CREDIT FOR AIR COMPRESSOR	-2,876.11	
		ARCHITECTURAL BOLTS	278.40	
		SUPPLIES	27.71	306.11
108291	GUIER FENCE CO	POST AND RAILS	574.62	
		SPLIT POSTS	190.75	765.37
108292	GUNTER PEST MANAGEMENT INC	PEST CONTROL	40.00	40.00
108293	HARRELL, MARIE	MISC. SERVICE~	360.00	360.00
108294	HOLLIDAY SAND & GRAVEL CO	TANDEM TRUCK	176.00	176.00
108295	HORN, KEN	MISC. SERVICES~	360.00	360.00
108296	HUMPHREY, MALLORY	REFUND DUE TO COVID-19	275.00	275.00

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108297	INDUSTRIAL SALES CO INC	PVC SUPPLIES	15.40	
		GEAR ROTOR PART	776.38	
		PVC AND ECONO BOX	26.63	
		PVC GOODS	70.90	
		SUPPLIES	48.41	
		SUPPLIES	292.32	1,230.04
108298	INLAND TRUCK PARTS COMPANY	DUST SHIELD	119.30	119.30
108299	INSIGHT PUBLIC SAFETY	SAFEGUARDING	160.00	160.00
108300	JO CO SHERIFFS OFFICE	CASE# 19-001806	400.00	
		CASE# 19-003793	400.00	800.00
108301	JO CO WASTEWATER	WASTEWATER SERVICE	510.27	
		WASTEWATER SERVICE	49.48	559.75
108302	K JETT SERVICES LLC	GREASE INTERCEPTOR MAINTENANCE	215.00	215.00
108303	KA COMM INC	VEHICLE EQUIPMENT TRANSFER	57.30	
		2018 FORD UTILITY TRANSFER OF EQUIPMENT	4,246.12	4,303.42
108304	KASTLE GRINDING LLC	CHIPPER KNIFE SHARPENED	40.00	40.00
108305	KAT NURSERIES	TARP	75.00	75.00
108306	KONIGMACHER, ERIC	REFUND DUE TO COVID-19	275.00	275.00
108307	LANDMARK DODGE	2020 POLICE VEHICLES	27,649.00	
		2020 POLICE VEHICLES	28,639.00	56,288.00
108308	LAWSON PRODUCTS INC	GLOVES	264.40	264.40
108309	LEAGUE OF NE MUNICIPALITIES	CLASSIFIED AD - FIRE MARSHAL	145.75	
		CLASSIFIED AD- ENGINEER SUPERVISOR	141.35	287.10
108310	LEAWOOD LIONS CLUB	REFUND DUE TO COVID-19	215.70	215.70
108311	LEWIS, ROBIN A	PUBLIC DEFENDER	660.00	
		PUBLIC DEFENDER	660.00	1,320.00

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108312	LOWES	HARDWARE SUPPLIES	142.02	142.02
108313	LOWES	HARDWARE SUPPLIES	89.63	89.63
108314	LOWES	HARDWARE SUPPLIES	7.66	7.66
108315	M & M GOLF CARS LLC	GOLF CART PARTS	32.76	32.76
108316	MATHEWS, CAROL	REFUND DUE TO COVID-19	275.00	275.00
108317	MICRO CENTER AR	BATTERIES	17.99	
		COMPUTER HARDWARE	354.98	
		COMPUTER HARDWARE	379.97	
		COMPUTER HARDWARE	97.98	850.92
108318	MOBILFONE WIRELESS	COMMUNICATION	155.71	155.71
108319	NATIONAL PEN COMPANY LLC	CITIZEN EVENT-GIVEAWAYS	226.94	226.94
108320	NORTHERN TOOL & EQUIP, BLUE TARP FII	DRILL PRESS	1,599.99	1,599.99
108321	OBIJI, MISHEA	CLEANING	150.00	
		CLEANING	50.00	200.00
108322	OLSSON INC	2020 MISSION RD. TRAFFIC STUDY(BETWEEN 1	611.82	611.82
108323	O'REILLY AUTO PARTS	VEHICLE SUPPLIES	73.71	
		OIL FILTERS	24.72	
		OIL AND FILTER	49.71	
		VEHICLE SUPPLIES	24.91	
		OIL FILTER	9.31	
		ANTIFREEZE	19.99	202.35
108324	PARTSMASTER	SUPPLIES	143.24	143.24
108325	PB HOIDALE CO INC	SERVICE CALL	46.00	46.00
108326	PEPSI BEVERAGES COMPANY	BEVERAGES	685.88	685.88
108327	PETTY CASH - CITY OF LEAWOOD	START-UP CASH - SOCCER	130.00	130.00

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108328	PIONEER MANUFACTURING COMPANY, PI	SUPPLIES	466.89	466.89
108329	PROFESSIONAL TURF PRODUCTS	PARTS~	205.52	205.52
108330	PROGRESSIVE ELECTRONICS INC	FIRE ALARM SERVICE CALL	130.00	130.00
108331	Q4 INDUSTRIES LLC	GLOVES	218.00	218.00
108332	RANCH MART ACE HARDWARE	MATERIAL & SUPPLIES	624.50	624.50
108333	RANGE SERVANT AMERICA INC	RANGE PICKER FRONT END	3,749.00	3,749.00
108334	REEVES WIEDEMAN COMPANY	CALCIUM SOLVE SCALE REMOVER	32.50	32.50
108335	REGIONAL JUSTICE INFORMATION	SUBSCRIPTION FEE	78.31	
		WEB SUBSCRIPTION FEES	2,303.01	2,381.32
108336	REINDERS INC	SUPPLIES	161.03	
		CHECMICAL SUPPLIES	619.43	
		CHECMICAL SUPPLIES	550.95	
		SUPPLIES	738.00	2,069.41
108337	REINHART FOODSERVICE	PREPARED FOOD	757.18	
		PREPARED FOOD	44.17	801.35
108338	ROMA BAKERY	PREPARED FOOD	35.10	
		PREPARED FOOD	63.30	98.40
108339	SAMS CLUB DIRECT	FOOD	2,530.83	2,530.83
108340	SCHUTTE LUMBER CO	SUPPLIES	278.35	
		SUPPLIES	470.02	
		LUMBER SUPPLIES	266.50	1,014.87
108341	SIGNATURE MEDICAL GROUP OF KC	REFUND DUE TO COVID-19	275.00	275.00
108342	SITEONE LANDSCAPE SUPPLY LLC	SUPPLIES	985.27	985.27
108343	SPECTRUM	CABLE SERVICE	57.86	57.86

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
108344	STAPLES BUSINESS ADVANTAGE	MATERIAL & SUPPLIES	72.18	
		OFFICE SUPPLIES	62.06	
		OFFICE SUPPLIES	79.42	
		DISPATCH HEADSETS	131.68	
		PATROL SUPPLIES	4.50	
		OFFICE SUPPLIES	40.44	
		OFFICE SUPPLIES	17.57	
		OFFICE SUPPLIES	67.40	475.25
108345	STROMBERG, STACIE	MILEAGE REIMBURSEMENT	14.95	14.95
108346	SUBURBAN LAWN & GARDEN INC	YARD WASTE TIP FEE	40.00	
		YARD WASTE TIP FEE	20.00	
		YARD WASTE TIP FEE	12.00	
		YARD WASTE TIP FEE	18.00	
		YARD WASTE TIP FEE	30.00	
		YARD WASTE TIP FEE	30.00	
		GRAVEL	17.46	
		YARD WASTE TIP FEE	24.00	
		YARD WASTE TIP FEE	24.00	
		TOPSOIL	8.36	223.82
108347	SUMMIT TRUCK GROUP	PARTS	29.32	29.32
108348	SUMNERONE	FAX MACHINE MAINTENANCE CONTRACT	61.75	61.75
108349	SUN LIFE FINANCIAL	AUGUST 2020 SUN LIFE PREMIUM	2,489.84	2,489.84
108350	SYSCO FOOD SERVICE OF KC INC	PREPARED FOOD	650.98	650.98
108351	TAULBEE, CARLA	REFUND DUE TO COVID-19 CONCERNS	275.00	275.00
108352	THE WOODS HOMES ASSOCIATION, FIRS	REFUND DUE TO COVID-19	50.00	50.00
108353	TIME WARNER CABLE	BUSINESS INTERNET	294.98	294.98
108354	TIME WARNER CABLE	INTERNET SERVICE	224.98	224.98
108355	TIME WARNER CABLE	SPECTRUM BUSINESS TV	179.37	179.37

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108356	TOMPKINS INDUSTRIES INC	HOSE ASSEMBLY	36.04	36.04
108357	TRANSIMPEX TRANSLATORS INC	INTERPRETATION SERVICE	257.00	257.00
108358	TURN KEY MOBILE INC	SLIDING TOP OFFSET PLATFORM FIRE MDT	115.00 2,925.00	3,040.00
108359	UNIFIRST CORPORATION	MAT CLEANING	131.43	131.43
108360	UNITED ROTARY BRUSH CORP	41-PATELP	981.12	981.12
108361	US KIDS GOLF LLC	PROSHOP MERCHANDISE	625.05	625.05
108362	VANLERBERG, JILL	REFUND DUE TO COVID-19 CONCERNS	275.00	275.00
108363	VERMEER SALES & SERVICE INC	TOOL SUPPLIES TOOLS SUPPLIES	41.18 524.51	565.69
108364	VERMONT SYSTEMS INC	SAAS POS INVENTORY TICKETS	526.25	526.25
108365	WARREN MOORE PAINTING LLC	PAINTING IN CITY HALL LOWER LEVEL	3,120.00	3,120.00
108366	WASTE MANAGEMENT OF KANSAS INC	TRASH DISPOSAL	345.96	345.96

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108367	WATER DISTRICT 1 JO CO	WATER SERVICE	654.22	
		WATER SERVICE	14.49	
		WATER SERVICE	2,691.35	
		WATER SERVICE	55.88	
		WATER SERVICE	19.71	
		WATER SERVICE	65.80	
		WATER SERVICE	952.80	
		WATER SERVICE	3,285.71	
		WATER SERVICE	1,869.18	
		WATER SERVICE	1,235.91	
		WATER SERVICE	65.45	
		WATER SERVICE	813.68	
		WATER SERVICE	113.48	
		WATER SERVICE	209.87	
		WATER SERVICE	3,429.11	
		WATER SERVICE	1,225.76	
		WATER SERVICE	111.97	
		WATER SERVICE	69.21	
		WATER SERVICE	2,776.64	
		WATER SERVICE	783.39	
		WATER SERVICE	803.47	
		WATER SERVICE	25.50	21,272.58
108368	WCA WASTE SYSTEMS INC	RECYCLING SERVICE	105.84	
		RECYCLING SERVICE	46.82	152.66
108369	WHITE, ADAM	REFUND DUE TO COVID-19 ISSUES	1,690.00	1,690.00
108370	WORLD FUEL SERVICES INC	BLANKET PO FOR 2020 FUEL EXPENSES -	12,837.43	12,837.43
380820	EVERGY	POWER SERVICE	257.41	257.41

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9112020	COMMERCE BANK			
	ACROSS THE STREET PRODUCTIONS, BL	TRAINING/HARPER	385.00	
	ALASKA AIR	AIRFARE/K.HORN	352.10	
	ALOFT	CONFERENCE ROOM FOR MEETINGS	183.00	
	ALOFT	CONFERENCE ROOM FOR MEETINGS	366.00	
	AMAZON.COM	UPS BATTERIES FOR STATION	1,615.95	
	AMAZON.COM	OTTER BOX	53.96	
	AMAZON.COM	CORDLESS FOGGER/MISTER COVID	249.98	
	AMAZON.COM	KINDLE-BOOK ACCESS	9.99	
	AMAZON.COM	MISC	67.86	
	AMAZON.COM	CLEANING SUPPLIES-COVID19	88.68	
	AMAZON.COM	MULTIFOLD TOWELS	60.08	
	AMAZON.COM	CREDIT-NON RECEIPT OF ORDERED ITEMS	-228.62	
	AMAZON.COM	USB 2.0 BLACK WEBCAM	92.90	
	AMAZON.COM	WIRELESS WAVE 2AP DUAL RADIO	226.00	
	AMAZON.COM	WIRELESS WAVE 2AP DUAL RADIO WITH	221.00	
	AMAZON.COM	USB 2.0 BLACK WEBCAM	185.80	
	AMAZON.COM	5.11 TACTICAL SEARCH GLOVE (4)	43.16	
	AMAZON.COM	OREGON AERO RETRO-FIT T&E FOR BALLISTIC	147.00	
	AMAZON.COM	DANNER TECHYON PATROL BOOTS	149.95	
	AMAZON.COM	INTERNAL SSD (3)	149.97	
	AMAZON.COM	OFFICE AIR PURIFIER	84.99	
	AMAZON.COM	WIRELESS BLUETHOOOTH MOUSE	21.98	
	AMAZON.COM	STETHOSCOPE(2)	175.58	
	AMAZON.COM	DUAL MATERIAL CUTTING PLIERS(4)	56.36	
	AMAZON.COM	MULTIFOLD TOWELS	84.32	
	AMAZON.COM	LITHUIM BATTERIES	34.97	
	AMAZON.COM	BATTERIES & HAND TOWELS	90.96	
	AMAZON.COM	DUPLEX DOCUMENT SCANNER	399.99	
	AMAZON.COM	MULTIFOLD TOWELS	113.36	
	AMAZON.COM	SWITCHING CABLE, PS WALL HOME CHARGER	45.26	
	AMAZON.COM	INTERNAL SSD(3), SWITCHING CABLES (2)	183.89	
	AMAZON.COM	LOGITECH HD PRO WEBCAM(4)	496.00	
	AMAZON.COM	LOGITECH WIRLESS MOUSE(10)	148.90	
	AMAZON.COM	ADJ MINITROPD STAND	27.99	

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	AMAZON.COM	HDMI CABLE BRAIDED CORD, HDMI CABLE	49.96	
	AMAZON.COM	LOGITECH USB 2.0 BLACK WEBCAM	97.98	
	AMAZON.COM	DURACELL BATTERIES	49.98	
	AMAZON.COM	CHARGER CABLE AMALE-MICRO B	35.00	
	AMAZON.COM	MOUNTING PLATE/MOUNT	26.36	
	AMAZON.COM	IPHONE SCREEN PROTECTORS(6)	71.70	
	AMERICAN FLAG & BANNER, NEED W9 IF	WINDSOCK	262.20	
	AMERICAN SOCIETY OF CONSULTING, AR	MEMBERSHIP RENEWAL/ANDERSON	392.00	
	APPLE/ITUNES	CLOUD STORAGE	0.99	
	APPLE/ITUNES	CLOUD STORAGE	2.99	
	APPLE/ITUNES	CLOUD STORAGE	0.99	
	ASCE	VIRTUAL CONFERENCE	245.00	
	AUBREY ANIM CLINIC-USE P-CARD	K9 VET SERVICES	236.00	
	AXON ENTERPRISES INC	TASER TRAINING/BABALOLA, GOULD	990.00	
	BLUE BEAM, INC.	STD END USER LICENSE, STD ANNUAL MAINT.	373.75	
	BLUE CHIP COOKIES AT TC	DESSERT/TOWN CENTER COMMUNITY EVENT	79.99	
	BROWN PAPER TICKETS	VIRTUAL CONFERENCE/DUNN	27.24	
	CACTUS GRILL INC	SCAVENGER HUNT PRIZE	50.00	
	CHEWY.COM	K9 SUPPLIES	104.20	
	CHIPOTLE	LUNCH FOR MAINTENANCE STAFF	219.02	
	CISCO WEBEX	CISCO WEBEX STARTER	44.85	
	CORNER BAKERY	BREAKFAST/PUBLIC WORKS COMMITTEE MEETING	71.47	
	CORNER BAKERY	LEAWOOD FOUNDATION BOXED LUNCH	1,385.00	
	CORNER BAKERY	DINNER GB WORK SESSION	277.20	
	COSENTINOS PRICE CHOPPER	SHIFT MEAL-PROTEST MARCH	99.92	
	COSTCO	SPOONS/KITCHEN SUPPLIES	19.38	
	COSTCO	SUPPLIES/CITY HALL BREAK ROOM	285.31	
	CUDDEBACK CAMERAS, W9 NEEDED FOR	CAMERA PARTS	49.00	
	CUSIP SERVICE BUREAU	ANNUAL CUSIP MAINTENANCE FEE	91.00	
	CUSTOM EARTH PROMOS, W9 NEEDED F	CUSTOM MASKS	654.37	
	CUSTOM EARTH PROMOS, W9 NEEDED F	REFUND-SALES TAX	-48.33	
	CYCLE GEAR	RAIN GEAR-SHIELDS	89.96	
	CYCLE GEAR	RAIN GEAR/CHUDIK, SCHROEDER	179.92	
	DAIGLE LAW GROUP, W9 NEEDED IF USIN	TRAINING/ROBBINS	595.00	
	DELTA AIRLINES	AIRFARE/S.FRENCH	517.20	

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	DELTA AIRLINES	AIRFARE/J.HARRELL	311.20	
	DICK'S SPORTING GOODS	GAME FOR COMMUNITY EVENT	79.99	
	DIRECTV NEED W9 FOR A/P	MONTHLY SUBSCRIPTION	34.07	
	DREAMSTIME	GRAPHICS FOR LUNAR NEW YEAR	38.00	
	DREAMSTIME	GRAPHICS FOR LUNAR NEW YEAR	1.00	
	DREAMSTIME	GRAPHIC IMAGES PURCHASE(5)	25.00	
	DROPBOX NEED W9 FOR A/P	MONTHLY FEE	11.99	
	DUNKIN' DONUTS	DONUTS - TRAINING	15.98	
	FBI - KANSAS CITY	TRAINING CONFERENCE/FINGER	75.00	
	FLUKER FARMS	CRICKETS FOR NATURE CENTER	31.56	
	FLUKER FARMS	CRICKETS FOR NATURE CENTER	31.56	
	GFOA	BUDGET & BEYOND WEBINAR	110.00	
	GOLF COURSE SPRTNDT ASSN AMER	MEMBERSHIP RENEWAL	605.00	
	HERITAGE LEAGUE OF GREATER KC	MEMBERSHIP RENEWAL	45.00	
	HOME DEPOT, THE	RING ALARM 8 PC KIT	249.99	
	HOME DEPOT, THE	RING QUICK RELEASE BATTERY PACK	59.98	
	HOME DEPOT, THE	RING FLD CAM	249.99	
	HOME DEPOT, THE	RING QUICK RELEASE BATTERY PACK	29.99	
	HOME DEPOT, THE	RING BATTERY, SPOT LIGHT	199.99	
	HOME DEPOT, THE	RING BATTERY SPOT LIGHT	199.99	
	HOME DEPOT, THE	RING FLD CAMERA, RING ALARM	499.98	
	IMLA	TELECOMMUNICATIONS WEBINAR	74.00	
	INTL CODE COUNCIL	CODE BOOK-2017 LEGAL ASPECTS OF CODE	35.95	
	INTL INSTITUTE-MUNICIPAL CLERK	MMC CERTIFICATION PROGRAM/VARNER	50.00	
	IPMA KC CHAPTER	MEMBERSHIP/MCDONALD	100.00	
	IPMA KC CHAPTER	MEMBERSHIP/MOORE	100.00	
	ISA	ARBORISTS CERTIFICATION STUDY GUIDE	184.06	
	JO CO BAR ASSOCIATION	MUNICIPAL COURT JOB POSTING	449.10	
	JO CO COMMUNITY COLLEGE	CONTINUING EDUCATION/VARNER	324.00	
	JO CO COMMUNITY COLLEGE	CONTINUING EDUCATION-SOCIAL MEDIA	399.00	
	JOE'S KANSAS CITY BBQ	GOLF ADVISORY BOARD MEETING	183.78	
	JOE'S KANSAS CITY BBQ	ORAL BOARD LUNCH	62.71	
	JOE'S KANSAS CITY BBQ	STAFF MEETING LUNCH	81.37	
	JOHN A MARSHALL CO	CUBICAL INVENTORY	293.55	
	JOHNSON COUNTY MOTOR VEHICLE	VEHICLE REGISTRATION	33.75	

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	JOHNSON COUNTY MOTOR VEHICLE	SERVICE FEE	0.81	
	KANSAS BAR ASSOCIATION	MUNICIPAL COURT JOB POSTING	499.00	
	KANSAS TURNPIKE AUTHORITY	TOLL CHARGES	5.90	
	KS EMERGENCY MANAGEMENT ASSN	ANNUAL MEMBERSHIP RENEWAL	78.00	
	KU ENDOWMENT, GIFT PROCESSING DEP	DONATION/SENATOR BOND-ALZHEIMER'S	250.00	
	LEADERCAST	LEADERSHIP TRAINING	136.23	
	LEAGUE OF KS MUNICIPALITIES	UPOC BOOKS FOR LEGAL AND ADMIN (3)	31.30	
	LEAWOOD FINE ART	FRAME ARTWORK	242.22	
	LEAWOOD FINE ART	REFUND-SALES TAX	-22.22	
	LEGAL RECORD	PUBLICATION-ORD #3009	146.57	
	LEGAL RECORD	PUBLICATION RES#5390	72.55	
	LEGAL RECORD	PUBLICATION ORD #3008	167.88	
	LEGAL RECORD	PUBLICATION-ORD #3006	100.34	
	LEGAL RECORD	PUBLICATION ORD#3007	67.55	
	LEGAL RECORD	PUBLICATION- ORD #3004	150.51	
	LOOPY CASES	PHONE CASE, SCREEN AND CHARGER	77.00	
	MADSENS SHOP & SUPPLY	CHAINSAW PARTS	249.50	
	MAILCHIMP	E-MAIL MARKETING SERVICE	14.99	
	MAILCHIMP	E-MAIL MARKETING SERVICE	14.99	
	MAILCHIMP	STANDARD PLAN-MAILINGS	14.99	
	MCKEEVERS PRICE CHOPPER	WATER/GATORADE- FOR CREW	76.32	
	MI RANCHITO	STAFF LUNCH	100.88	
	MICHAELS STORES	ART SUPPLIES FOR LITTLE ARTISTS	34.41	
	MICRO CENTER AR	CHARGER FOR MAC BOOK	137.95	
	MIDWEST HYDRO TESTING	TANK EQUIP MAINT	129.93	
	MINSKYS PIZZA	STAFF LUNCH	80.47	
	MINSKYS PIZZA	MEETING EXPENSE(INTERVIEWS)	223.83	
	OLATHE PET SHOP	SUPPLIES FOR NATURE CENTER	25.73	
	PELLA PRODUCTS OF KANSAS CITY	RAIN SEAL FOR CABIN WINDOWS	71.00	
	PETLAND	SUPPLIES FOR NATURE CENTER	164.96	
	PPG ARCHITECTURAL COATINGS	TOUCH UP PAINT FOR V154	35.89	
	RAY ALLEN MANUFACTURING LLC	NARCOTIC BAGS	32.99	
	RAY ALLEN MANUFACTURING LLC	LONG LEAD AND BITE SUITTUGS-K9 SUPPLIES	136.96	
	RECREATION & PARK ASSOCIATION, KANSAS	WOMEN'S LEADERSHIP SUMMIT	15.00	
	REVOCUP TOWNCENTER, W9 NEEDED IF	COFFEE/COMMUNITY EVENT-TOWN CENTER	64.50	

<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	SARIS CYCLING GROUP	REPAIR PARTS	36.89	
	SCHOOL SPECIALTY, NEED W9 FOR A/P	SUPPLY CADDIES	39.93	
	SHAWNEE MISSION POST	ANNUAL SUBSCRIPTION	65.00	
	SHAWNEE MISSION POST	ANNUAL SUBSCRIPTION	65.00	
	SIGNS.COM	SAMPLE CUSTOM MASK & GAITER	47.65	
	SILVER STATE CONSULTING	CANCELLED TRAINING CLASS/FRAGER	-95.00	
	SKILLPATH	TRAINING/P.DUNN	499.00	
	SPOTIFY, NEED W9 FOR AP	MUSIC SUBSCRIPTION FOR BUILDING	9.99	
	STORAGEMART 0130	2020 STORAGE	239.99	
	STORAGEMART 0130	STORAGE RENTAL	399.99	
	SURVEYMONKEY INC	ANNUAL RENEWAL FEE	276.00	
	TARGET NEED W9 FOR A/P	CLEANING SUPPLIES/STORAGE TUB	14.98	
	TRAFFIC SAFETY STORE, THE	25 TRAFFIC CONES	600.60	
	TRANSPORTATION SUPPLY, W9 NEEDED F	REFLECTIVE TRAFFIC BARRICADES	723.70	
	TRIMBLE INC	SKETCH UP PRO ANNUAL SUBSCRIPTION	299.00	
	UNIVERSITY OF KS	TRAINING-RETTIG	35.00	
	UNIVERSITY OF MO	SOIL SAMPLES FOR DISEASE	200.00	
	UPS STORE, THE	SHIPPING FOR SOIL SAMPLE	13.79	
	US FLEET TRACKING	MONTHLY CHARGES	39.95	
	US POSTMASTER	CERTIFIED LETTER TO LODGE CLIENT	4.10	
	US POSTMASTER	POSTAGE/OIL TO LAB FOR TESTING	4.60	
	VARGAS, LIZETT	PROGRAM GUIDE COVER ART + PAINTING	220.00	
	WALMART W9 NEEDED FOR A/P	SYMPATHY CARDS & SUPPLIES	10.53	
	WALMART W9 NEEDED FOR A/P	CLOROX BLEACH FOR SANITIZING	16.78	
	WALMART W9 NEEDED FOR A/P	COMMUNITY EVENT SUPPLIES	89.68	
	ZOOM US, NEED W9 FOR AP	ZOOM MONTHLY FEES	305.50	27,079.02
20710820	EVERGY	POWER SERVICE	18.55	18.55
50350820	EVERGY	POWER SERVICE	30.46	30.46
85340820	EVERGY	POWER SERVICE	18.19	18.19

127 checks in this report.

Grand Total All Checks: 223,206.24

Work Session**THE LEAWOOD CITY COUNCIL****August 3, 2020****Minutes**

The City Council of the City of Leawood, Kansas, met for a Special Call Meeting, 4800 Town Center Drive, at 6:00 P.M. on Monday, August 3, 2020. Mayor Peggy Dunn presided.

Councilmembers Present: James Azeltine, Jim Rawlings, Mary Larson, Lisa Harrison, and Chuck Sipple

Councilmembers Present via Zoom: Julie Cain, Andrew Osman, and Debra Filla

Councilmembers Absent: None

Staff Present: Patty Bennett, City Attorney
Stacie Stromberg, Assistant City Clerk

Staff Present via Zoom: Scott Lambers, City Administrator
Kelly Varner, City Clerk
Ross Kurz, Information Services Director

Others Present: None

Review the City's Economic Development Policies

Mayor Dunn opened the work session. Stacie Stromberg read the City Clerk statement into record:

To reduce the likelihood of the spread of COVID-19 the Leawood Governing Body Work Session is being conducted remotely using the Zoom media format and some of the members of the Governing Body may appear remotely. Public comments will not be accepted during this meeting. City Hall is closed to public access during this meeting, however, the meeting will be livestreamed on YouTube and the public can access the livestream by clicking on www.leawood.org.

Mayor Dunn introduced Scott Lambers to begin his presentation. Mr. Lambers addressed the Governing Body remotely via Zoom. He stated his goal is to review the current policies and what they are attempting to accomplish. He suggested the Governing Body select individual policies at the conclusion of his presentation to be reviewed at future work sessions.

Mr. Lambers stated the benefit to this process is that the Council will be able to adopt policy updates for the current year and Mayor.

Industrial Revenue Bonds – Resolution No. 598

Mr. Lambers began stating that the Industrial Revenue Bonds (IRB) are intended to facilitate cities and counties promotion of economic development with industrial and commercial warehousing activities. They provide benefits to an employer and tax abatements (property and sales tax) with the hope they will create jobs to stimulate the economy. The return to the community is secondary income that is generated. It is intended as a business park or industrial park activity.

Mr. Lambers explained Section 2b of the resolution is unique to the City of Leawood, as it is used for institutional or corporate headquarters and regional offices for major local, regional, and national firms. Mr. Lambers stated this makes Leawood more liberal in its utilization of an IRB.

Councilmember Harrison asked if AMC Theatres would be an example of a corporate headquarters and if they had requested an IRB. Mr. Lambers said AMC would have been eligible for consideration, but they did not request one.

Councilmember Sipple asked if Leawood has ever issued an IRB. Patty Bennett, City Attorney, replied it has been used once before for Leawood Fountain Plaza in 1982, prior to the current policy.

Mr. Lambers stated in Section 3a, this does create an unfair advantage because it reduces the cost of a business to the community, when other businesses in the same area may not have received an IRB. He stated this is boilerplate language in the policy. Councilmember Azeltine asked if the phrasing of Section 3a should be changed. Mr. Lambers recommended to delete it.

Mr. Lambers stated Section 3b covers entire developments, not an individual store. He suggested a future discussion regarding if it should cover new construction, old construction, redevelopment, but not individual development.

He stated Section 3e explains the financial aspect of the business, that it requires bonds to be public or private, and if they are viable. He explained the City is simply a conduit in the process, as the bonds are the responsibility of the owner who takes 100% of the risk. He stated there had been concern having bonds with the City's name on them without control, but emphasized that in case a payment has not been made, the City will not make the payment under an IRB. He suggested this section be revised to make it clearer in the statement.

Councilmember Filla asked if there is an overlap with Section 3b because of a CID (Community Improvement District) policy. Mr. Lambers stated there is an overlap, but these policies provide two different benefits, so it is possible an entity could request both.

Mr. Lambers stated the City is unique in that it does not provide tax abatement during the terms of the bonds. As stated in the current language the City becomes the owner of the property during the term of the IRB, which is how the entity receives the tax abatement and sales tax exemption. He stated it is considered a public improvement. Once the bonds are paid off, it reverts back to the entity.

Mr. Lambers stated there is a statute in Kansas allowing school districts to have a say in the tax abatements, but they have not utilized it. Mr. Lambers gave an example from the City of Ottawa, Kansas, of a payment in lieu of taxes to a school district under an IRB.

Mr. Lambers stated since the current IRB policy is from the 1980s, he will check with neighboring cities' provisions of their IRBs. He said the limits are not many, but IRBs cannot be used for personal property.

Councilmember Sipple asked about the administrative fee and if the money flows through a trustee. Mr. Lambers confirmed it goes through a trustee who then distributes the money, but the City still has auditing responsibilities.

Mr. Lambers stated Section 4d outlines a single-ownership structure. He stated he would check with other cities on this item, as well. Section 4e explains it is not to be used to refinance existing debt, which Mr. Lambers stated is a good policy to keep.

He stated in Section 4f the occupant must have 80% occupancy, unless otherwise approved. He stated this language should be more specific.

He stated the current policy regarding the Sales Tax Exemption Certificate in Section 4i allows the purchase of materials for the project to be sales tax exempt, but it could mean the City would lose 20 cents on the dollar. He suggested a payment in lieu of taxes to make the City whole, but it should be discussed further. Mr. Lambers suggested the Resolution of Intent mentioned in Section 4j be extended to 2 years.

Councilmember Azeltine asked if there have been any statute changes since the current IRB policy was adopted. Ms. Bennett said no. He asked to have several examples of how IRBs are used throughout Johnson County available at a future policy discussion. Mr. Lambers stated the Johnson County Appraiser's Office has an annual list of cities who have issued IRBs.

Mr. Lambers recommended this policy receive a review and some modifications.

Mayor Dunn stated a former councilmember had concerns about having the City's name on a bond for payments and recommended private placement. Mr. Lambers replied that it can be limited to private placement, but that the City has both.

Mayor Dunn stated there will be a future work session to discuss changes to the current IRB policy. Mr. Lambers stated he would like to have the review of the chosen policies scheduled by the end of the year.

Commercial Tax Increment Financed Projects – Resolution No. 1317

Mr. Lambers stated this is a redevelopment tool, unlike the IRB which is typically for new construction. The intent is an underlying base of property taxes being paid to all the entities and is a good tool for downtown reinvestment. He stated this is where the payment in lieu of taxes, also referred to as a PILOT, comes into play.

Councilmember Azeltine asked to verify that the City would not be required to have a PILOT agreement, but that it is an option. Mr. Lambers replied yes, it is at the discretion of the City.

Councilmember Sipple asked if in a Tax Increment Financing (TIF) Agreement the school districts would be involved in any discussion. Mr. Lambers stated yes, and if the Council would like to revisit this policy, he recommended the example of what is used in the City of Ottawa. Councilmember Sipple stated he did not believe there were any areas within the City of Leawood that would qualify for this type of redevelopment tool. Mayor Dunn stated when the TIF policy was put in place, there had been two anticipated locations.

Councilmember Azeltine stated he would like to have the option of a TIF for new development, as other communities have done. Mr. Lambers stated that for new projects a tax abatement, a policy the City does not have, would come into play. Councilmember Azeltine stated the statute does not prohibit using a tax abatement for new property in conjunction with a TIF. Ms. Bennett stated the statute has some limits on what it can be used for.

Mr. Lambers stated Section 2c states the intent of the policy for retail sales activity as opposed to a property tax generating activity. He stated it is a good objective to include in the policy statement. In Section 2d "revitalize" implies this policy will be used to tear down an existing structure and replace it with a bigger, better one, but the options are limited, he stated. Mr. Lambers stated the City will not need to be revitalized for a long time to come.

Mr. Lambers stated Section 3b is important for the policy to exist for the Council's consideration of financial assistance, especially in cases of local, regional, and national firms to come to the City. In Section 3e, the current zoning will need to be revised to reflect the current LDO (Leawood Development Ordinance.)

Mr. Lambers stated Section 4b should be revised to specifically set out a timetable. Councilmember Filla asked if the schedule is all or nothing or a decreasing schedule. Mr. Lambers answered that it is not uncommon for a city to wean the developer off the benefits over several years.

Councilmember Sipple asked about Section 4d that explains the issuance of special bonds and if the City would hire a consultant to figure property tax collections. Mr. Lambers stated the Council would accept the applicant's information, but an outside consultant may be brought in depending on the complexity. Councilmember Sipple asked if those bonds would have the City's name on them. Mr. Lambers stated the bonds would not have the City's name on them. He stated the policy's inconsistency is whether or not the City issues full-faith bonds or special bonds. It is not clear in the current policy what those special bonds had intended to be. Councilmember Sipple asked since the bonds are not to be used for the construction of buildings or other structures of the remodel, what could they be used for. Mr. Lambers stated public improvements such as parking and street improvements. He stated an SBD (Special Benefit District) would not be uncommon, but it is likely a new project would already have the infrastructure in place and would be limited on how it is used.

Mr. Lambers stated to issue bonds for an SBD, he recommended the Council be very cautious because of the issuance of debt.

He stated the Leawood Economic Development Council (EDC) receives a percentage for the tax increment as stated in Section 4g. Mayor Dunn stated she is not certain this is needed, as the City already pays the EDC from the City's General Fund. Mr. Lambers stated he is not sure if this is separate or if the City Council acts as the EDC.

Councilmember Sipple asked since the applicant is responsible for the debt service out of incremental tax increases, what guarantees are on the bonds. Mr. Lambers stated it is up to the developer and bond holders.

Mr. Lambers asked if he should plan to schedule future work sessions at this time. Mayor Dunn stated there are enough questions to warrant it. Councilmember Cain suggested the TIF policy be further down the list for discussion. Mayor Dunn stated the goal is to review them one at a time and be finished by the end of this year. Councilmember Azeltine stated this is an educational meeting on all the policies and felt more time should be concentrated on the policies the City has not reviewed in a couple of decades. He felt it was important to know what all the financial options are as allowed by the statute. Councilmember Osman agreed with Councilmember Azeltine to review IRB and TIF financing policies first, especially in terms of tax incentives. Mr. Lambers asked which policy to schedule for the second meeting in September or first meeting in October. Councilmember Osman suggested an IRB review first. Councilmember Filla agreed.

Special Benefit District Assessment Policy

Mr. Lambers stated the Special Benefit District Assessment Policy (SBD) is one that many cities do not use. He stated the City of Leawood is unique in providing financing of public improvements while giving the developer the ability to capture the City's low interest rate for a general obligation bond. If the payments are not made, the City will make the payment and place a lien on the property.

Councilmember Filla asked how often the City has used this policy. Mr. Lambers stated he will arrange a list of Special Benefit Districts to provide to the Council. Councilmember Cain asked Mr. Lambers' opinion on why the SBD is used more often than a CID (Community Improvement District) or TDD (Transportation Development District) and if it was a good decision looking back. Mr. Lambers stated it was the only statute available at the time. He stated the way the City has the policies currently structured, the TDD is for new projects and the CID is for existing, older projects. The benefit of a TDD and CID is they are sales tax driven. For an SBD there is an annual property tax that is to be paid by the developer. Councilmember Filla asked if SBDs can be used by citizens for sidewalks or traffic calming. Mr. Lambers stated the cost of issuing bonds is very expensive and should be used for projects no less than \$1 million. He stated that in issuing bonds, if the City had to foreclose, a lien would be placed for possible eviction, which the City would want to avoid doing to residents. Councilmember Filla asked if an SBD had been used in the City before but without being bonded. Mr. Lambers stated a benefit district could be established without being bonded and paid through assessments.

Mr. Lambers stated in the policy provisions the City requires a certified Letter of Credit (LOC) outlining the payments for the new development. Mr. Lambers explained the importance of the timeline of the financing and timing of assessments. He noted if the developer is unable or unwilling to make payment the City then has the LOC as a financial guarantee. It would be reviewed by Bond Counsel and financial advisors.

Mr. Lambers stated SBD improvements must be public improvements that the City would own and cannot be used for private improvements. Mr. Lambers stated assessment financing would not be approved if the petitioner has financial interest in property that is delinquent.

Mr. Lambers suggested changing the debt finance amortization term limit to 15 years, instead of the 10-15 year range. Improvements usually have a life expectancy of more than 15 years so he felt that is not unreasonable.

Mr. Lambers recommended there be a discussion regarding developers requests to fund the projects themselves and deeding them back to the City. His stated his concerns are where cost cutting measures are taken and administration of the project. He suggested adding language to the policy to reflect the City retaining administration of the project.

Mayor Dunn stated she believes that historically SBDs have been paid on time. Mr. Lambers confirmed that generally that has been true. He stated if a developer is delinquent, the delinquent fee goes to the county.

Mr. Lambers concluded by stating he will schedule the first work session in September for CID and TDD policy reviews. Mayor Dunn stated it should be planned for the second meeting in September or when dates are available. She thanked Mr. Lambers for his work on this presentation.

ADJOURN

The meeting adjourned at 7:18 p.m.

/s/ Stacie Stromberg
Assistant City Clerk

Work Session

THE LEAWOOD CITY COUNCIL

August 17, 2020

Minutes

The City Council of the City of Leawood, Kansas, met for a Special Call Meeting, 4800 Town Center Drive, at 6:00 P.M. on Monday, August 17, 2020. Mayor Peggy Dunn presided.

Councilmembers Present: Lisa Harrison, Julie Cain, Jim Rawlings, James Azeltine, and Mary Larson

Councilmembers Present via Zoom: Andrew Osman and Chuck Sipple

Councilmembers Absent: Debra Filla

Staff Present: Scott Lambers, City Administrator; Patty Bennett, City Attorney; Dawn Long, Director of Finance; Ross Kurz, Information Services Director; Mark Tepesch, IS Senior Specialist; Kelly Varner, City Clerk; and Stacie Stromberg, Assistant City Clerk

Staff Present via Zoom: Richard Coleman, Director of Community Development

Others Present: John Peterson, Polsinelli PC and Mark Simpson, Fontana Land Company, LLC

Discussion of refinancing of the Special Benefit District Debt for Villaggio

Mayor Dunn opened the work session. Stacie Stromberg read the City Clerk statement into record:

To reduce the likelihood of the spread of COVID-19 the Leawood Governing Body Work Session is being conducted remotely using the Zoom media format and some of the members of the Governing Body may appear remotely. Public comments will not be accepted during this meeting. City Hall is closed to public access during this meeting, however, the meeting will be livestreamed on YouTube and the public can access the livestream by clicking on www.leawood.org.

City Administrator Scott Lambers began with a brief summary of the current situation. He stated the original project was approved by the Council to provide Special Benefit District (SBD) financing for public improvements that would ultimately become the property of the City. Over time, the project floundered, and in 2015, it was sold. The new property owners made the decision to not make any payments for general property tax payments or SBD payments and are now in arrears for \$3.5M, most of which is owed to the City. Mr. Lambers stated if the property is foreclosed upon, the general property taxes would be paid first, and the City's SBD amount due would be paid second.

Mr. Lambers explained that the financing to be discussed tonight is separate and apart from the planning process, and the Council's decision will have no impact on the approval of the developer's plan.

Councilmember Azeltine asked if the developers have started their process with the Planning Commission. Mr. Lambers stated it is scheduled to go before the Planning Commission but not likely until September.

Councilmember Harrison asked to confirm if the current property owners have made no payments since 2015 and are now asking for a new financing plan. Mr. Lambers stated the refinancing would be made with a new entity who would take over the responsibility of the financing.

John Peterson with Polsinelli PC, 900 W 48th St., addressed the Governing Body via Zoom. He introduced Mark Simpson who also appeared via Zoom on behalf of the Fontana Land Company, LLC. Mr. Peterson began to outline some of the financial history of the Villaggio project. He stated the initial concept was a mixture of commercial uses, but believes the problem was the phasing plan in doing all the infrastructure at once. It was found that the financing plan was highly leveraged. Mr. Peterson stated an SBD is a good tool, but it is still borrowing money. In the case of the Villaggio project, three separate SBDs were created: Storm water, internal streets, and external streets. General Operating (GO) bonds were issued so assessments were placed on the property. In addition, Mr. Peterson stated TDD (Transportation Development District) bonds will also issued. Mr. Peterson explained over the first 12 years, only 4 pad sites were sold.

Mr. Peterson stated the Fontana Land Company is not the original owner or the second owner. The original owner lost the property to the bank. That bank owned the property for a period of time and tried to market it. The bank paid some assessments and some ad valorem property taxes. The bank finally found a buyer and sold to the second owners. The second owners took out a mortgage to buy the property, subject to the assessments and outstanding ad valorem property taxes. That developer lost the property in 2019 to their bank. Currently, the second bank holds the property.

Mr. Peterson stated he has worked with Mr. Lambers on the current situation. He explained the original owners and the first bank did make some payments toward the SBD bonds. Under the GO provisions the City began making payments equaling \$1,660,000.00 to date. Eventually, the payments were no longer being paid on the TDD bonds and are in default status. The outstanding amount is \$536,504.00. On future obligations to retire the SBD bonds, the City would have to pay out approximately \$2,098,665.00. To retire the TDD bonds, the obligation is \$536,504.00. Mr. Peterson stated that no property taxes have been paid for nearly 5 years. As of October 31, 2020, \$954,214.00 is owed.

Mr. Peterson explained the developers, Fontana Land Company, proposes to take responsibility for the first mortgage. The developers would pay and bring current the amount of past due property taxes. The developer proposes to pay off the outstanding TDD bonds. In terms of the SBD bonds, the developer would pay the City \$1,660,000.00 to protect the General Obligation nature of the bond. Their proposal would defease the bonds and take over the future payments.

Mr. Peterson stated if the developers take over all the payments, they would request to utilize a new SBD in a lesser amount that lay assessments over the entire property in a normal, balanced course and smaller percentage of debt.

Mayor Dunn asked if the proposal is requesting a 10 or 15-year time frame for the SBDs. Mr. Peterson indicated they would like 20 years, but they will commit to less. Mr. Lambers stated the original SBD have been on the books for a while. His recommendation would be for 15 years, but there will need to be a development agreement first, at a later date.

Councilmember Larson asked if the City has any other project in arears. Mr. Lambers replied there are many in arears for property taxes, but none for any SBDs. Mr. Lambers reminded the Council these are public improvements that someone else pays for. The property is the collateral for the debt and with these improvements, the property value increases significantly.

Councilmember Sipple asked if the Council followed this recommendation would the City has to write off any amount as a bad debt. Mr. Lambers stated no and that the developer would make all the taxing entities whole and the only thing that is outstanding is the new debt that they are requesting the City to issue in the form of an SBD.

Councilmember Azeltine asked if the SBD ordinance is a max of 20 years. Mr. Lambers stated the City's max is 15 years by policy, but the State's statue is 20 years. Councilmember Azeltine asked if Mr. Lambers had a general understanding of what the developers are proposing. Mr. Lambers stated he has not seen the plan but does have an understanding. Councilmember Azeltine commented that if the developers believe this plan is feasible yet the Council does not move forward, the property is likely to continue to stay dormant. Mr. Lambers explained the next step is for the County or the City to foreclose on the property.

Councilmember Osman asked what is the total amount due on property taxes. Mr. Lambers stated it is approximately \$1M. Councilmember Osman stated he believed the taxes owed were over \$3M. Mr. Peterson explained the \$3M figure, as listed on the Johnson County AIMS website, is the combination of ad valorem taxes and the assessments.

Councilmember Cain asked what the developers are bringing to the table that would be considered above and beyond compared to anyone else's proposal. Mr. Peterson stated he believes the uniqueness is this is the right people at the right time, to not have to go through any foreclosures or reposition of the property's use, and the ad valorem taxes. He pointed out the property is not worth the debt on it right now, but the developers are ready and excited to move forward. Mr. Lambers explained the purpose of this work session is to have a consensus of the Council to be favorable to the proposed financial plan and the developers need that in order to proceed. Mr. Peterson stated if their zoning and preliminary plans were acceptable by the Council in early October, he would also like to have a development agreement outlining the financial details before the developers incur any expenses of the final plan.

Mayor Dunn asked if the developer is presenting a preliminary and final plan together to the Planning Commission. Mr. Lambers stated it is a preliminary plan and rezoning. Mayor Dunn clarified that any indication tonight with consensus is not prejudicing the Council to approve a plan that has not been

seen. Mr. Lambers replied that was the purpose of the work session to make it clear to the Council and applicant.

Councilmember Azeltine stated one of the reasons he ran for Council 14 years ago was how the Villaggio was handled. He stated he is open to moving forward with this developer.

Mayor Dunn indicated no one on the Council as giving dissent to see a preliminary plan and rezoning go before the Planning Commission. Mayor Dunn expressed her concern on the length of time regarding the SBD when a TDD under State statute is limited to 22 years. Mr. Peterson explained upon approval, the developer would retire all the assessments on the property.

Councilmember Osman expressed an opinion that he believes the development plan will be residential. He stated his concern going through the City's process if there is time to allow for any objections of a plan within a tight deadline. Mr. Peterson stated the developer has had an INTERACT meeting already but do understand the timeline. He stated the Planning Commission agreed to hold a special meeting on September 8th.

Councilmember Azeltine inquired if the developer taking responsibility for making the financing whole would be part of the development agreement. Mr. Lambers affirmed yes. Mayor Dunn asked if 3 weeks is needed between the Planning Commission and Governing Body meetings in order to allow for a protest petition. Mr. Lambers replied yes. City Attorney Patty Bennett stated the correct date of the Planning Commission meeting is September 9th.

In closing, Mr. Lambers stated he supported the request being made because, if in fact the plan does not go forward, there would at least be a financial model in place for any future developer.

Mayor Dunn indicated the length of time in the SBDs would be a future discussion point. Mr. Lambers agreed that would be a decision for the Council in a development agreement.

Mayor Dunn thanked Mr. Peterson and Mr. Simpson for their presentation.

The meeting adjourned at 7:01 p.m.

/s/ Stacie Stromberg
Assistant City Clerk

<p>Regular Meeting</p> <p style="text-align: center;">THE LEAWOOD CITY COUNCIL</p> <p style="text-align: right;">August 17, 2020</p>

Minutes

Councilmembers present: Lisa Harrison, Jim Rawlings, Julie Cain, James Azeltine and Mary Larson

Councilmembers present via Zoom: Andrew Osman and Chuck Sipple

Councilmembers Absent: Debra Filla

<p>Staff present: Scott Lambers, City Administrator Dawn Long, Finance Director Chief Troy Rettig, Police Department Chris Claxton, Parks and Rec Director David Ley, Public Works Director Kelly Varner, City Clerk Holly York, Cultural Arts Coordinator</p>	<p>Patty Bennett, City Attorney Ross Kurz, Information Services Director Chief Colin Fitzgerald, Fire Department Nic Sanders, HR Director Mark Tepesch, Info. Services Specialist III Stacie Stromberg, Assistant City Clerk</p>
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Staff present via Zoom: Richard Coleman, Planning Director; Renee Gurney, Municipal Court Judge

Others present via Zoom: Howard Lubliner, Burns & McDonald; Judd Claussen, Phelps Engineering

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

A motion to approve the agenda was made by Councilmember Rawlings, seconded by Councilmember Cain. Motion was approved with a unanimous roll-call vote of 7-0.

3. **CITY CLERK STATEMENT**

To reduce the likelihood of the spread of COVID-19 and to comply with social distancing recommendations, this meeting of the Leawood Governing Body is being conducted remotely using the Zoom media format and some of the members of the Governing Body are appearing remotely. The meeting is being livestreamed on YouTube and the public can access the livestream by going to www.leawood.org/.

Public comments on non-agenda items will not be accepted during this meeting. Public comment on agenda items not requiring a public hearing may not be accepted. As always, public comment on any agenda item can be submitted in advance. Written public comments received at least 24 hours prior to the meeting have been distributed to members of the Governing Body prior to the meeting. Public comments should be directed to LeawoodPublicCommentGB@leawood.org.

4. **PROCLAMATIONS**

Diaper Need Awareness Week September 21 st - 27 th , 2020
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Mayor Dunn read selections of the proclamation into record. She stated the proclamation will be mailed to the requestor.

5. PRESENTATIONS/RECOGNITIONS

Renee Gurney, Leawood Municipal Court Judge, retiring after 23 years of service

Mayor Dunn presented a crystal award of appreciation to Renee Gurney in recognition of her dedicated service as the Leawood Municipal Court Judge from June 1, 1997 to August 27, 2020. She thanked Judge Gurney with much gratitude for her spectacular job. Mayor Dunn stated she will be sorely missed.

Judge Gurney addressed the Governing Body via Zoom. She especially thanked her husband and four children; Ross Kurz, Mike Pelger and the IS Department; the Leawood Police Department; Marcy Knight, City Prosecutor; the Municipal Court Staff; Linda Gonzalez and Vicki Dominguez, Senior Clerks; Shelley Sawyer, Court Administrator; and Mayor Dunn for all her support. Mayor Dunn stated she hoped she will not be a stranger and to visit often.

Councilmember Cain stated Judge Gurney and she were both moms at Mission Trail School and watched one another's children grow. She thanked her for being a wonderful role model as a woman, a mother, and strong professional person.

6. SPECIAL BUSINESS - None

7. CONSENT AGENDA

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

- A. Accept Appropriation Ordinance Nos. 2020-29 and 2020-30
- B. Accept minutes of the August 3, 2020 Governing Body meeting
- C. Accept minutes of the March 4, 2020 Bike/Walk Committee meeting
- D. Accept minutes of the February 14, 2020 Sustainability Advisory Board meeting
- E. Accept minutes of the June 23, 2020 Ironhorse Advisory Board meeting
- F. Accept minutes of the December 4, 2019 Public Works Committee meeting
- G. Resolution accepting a Sidewalk/Trail Easement from Grantor Steeplechase Home Association, pertaining to Steeplechase Phase 4 "Tract J" 4th Plat a subdivision of record in the City of Leawood, Johnson County, Kansas (PW)
- H. Resolution approving a Final Sign Plan for Euronet Worldwide, located south of 114th Street and west of Tomahawk Creek Parkway (Case 58-20) (PC)
- I. Resolution approving and authorizing the Mayor to execute a Construction Agreement in the amount of \$94,475.00 between the City and MegaKC pertaining to the installation of footings for the "Inspiration" and "Women of the World" art pieces (PR)
- J. Resolution approving an eligible facilities request for the addition and replacement of ground level equipment and replacement of antennae and the replacement and addition of associated equipment at the Ira Stein cell tower for T-Mobile, located north of 135th Street and east of Nall Avenue (PC Case 76-20) (PC)
- K. Approve an expenditure in the amount of \$16,500.00 to Feld Fire for the purchase of 15 replacement self-contained breathing apparatus air cylinders (SCBA) (FD)
- L. Approve an expenditure in the amount of \$26,272.00 to Conrad Fire Equipment for the installation and purchase of a replacement fire hose (FD)

- M. Approve an expenditure in the amount of \$6,785.00 to Boulder Blimp Company for the purchase of an inflatable fire safety house (FD)
- N. Approve an expenditure in the amount of \$11,479.00 to Robotronics, Inc. for the purchase of a Patches and Pumper Package which contains: a remote control robot with voice transmission, water squirter and supporting public education material (FD)
- O. Police Department Monthly Report
- P. Fire Department Monthly Report
- Q. Municipal Court Monthly Report

Councilmember Sipple requested to pull Items 7K and 7L.

A motion to approve the remainder of the Consent Agenda was made by Councilmember Harrison, seconded by Councilmember Azeltine. Motion was approved with a unanimous roll-call vote of 7-0.

Councilmember Sipple asked since the City can receive quantity discounts, such as vehicles when combining efforts with neighboring Johnson County cities, if the Fire Department participated with other agencies for these items in a group purchasing effort.

Fire Chief Colin Fitzgerald addressed the Governing Body and stated that the purchases on Items 7K and 7L are relatively small, but that the Fire Department does very often take advantage to partner with other agencies, or with pre-existing bids through government purchasing agencies or cooperative bids with other county departments.

Councilmember Sipple asked what the average life of a fire hose is. Chief Fitzgerald stated it is typically 10 years, but does depend on many factors: if run over, exposed to fire, drug through something sharp, and annual pressure tests. He stated all the department's hoses meet the National Fire Protection Association standards.

A motion to approve Item 7K was made by Councilmember Sipple, seconded by Councilmember Larson. Motion was approved with a unanimous roll-call vote of 7-0.

A motion to approve Item 7L was made by Councilmember Sipple, seconded by Councilmember Harrison. Motion was approved with a unanimous roll-call vote of 7-0.

8. MAYOR'S REPORT

Mayor Dunn reported receiving a gift of 10,000 face masks from four groups from the City of Leawood's Sister City, I-Lan, Taiwan as donated by I-Lan Mayor Chiang; Taipei Economic and Cultural Office in Denver Director General Jerry Chang; National Lan-Yang Girls' Senior High School Principal Tseng; and Wei lun hung and family. Some of these masks are made with nanotechnology and others are surgical. The donation was out of their love and concern for our health and well-being during these trying times. With help from the Leawood Fire Department, masks will be distributed to students and staff of eleven Leawood schools.

9. COUNCILMEMBERS' REPORT - None

10. CITY ADMINISTRATOR REPORT - None

11. STAFF REPORT

Patty Bennett

Discuss potential revision to City Code and Leawood Development Ordinance to allow beekeeping in Leawood

City Attorney Patty Bennett addressed the Governing Body. She stated that over the past several years there have been inquiries on whether residents could keep bees in their backyards. The City does not allow it currently as an accessory use and lists no stipulations as to what is required, if it were allowed. She stated there are surrounding cities that do allow beekeeping and staff has been researching the prospect. Ms. Bennett stated staff would be interesting if the Council would like to continue to proceed to draft an ordinance and on through the proper steps.

Mayor Dunn asked if neighbors surrounding the property would need to give their agreement. Ms. Bennett stated neighbors do not have to give their consent mainly because neighbors can change or move, but if the bees become a nuisance the hive could no longer be allowed.

Ms. Bennett stated in her research she has learned there are different ways to provide safety for the bees and humans. Mayor Dunn stated her concern for individuals who may be allergic to bee stings and if the ordinance could make provision to ensure that is not a problem. Ms. Bennett stated in other cities' ordinances, she found that has not been taken into consideration.

Councilmember Azeltine asked if the code allows it and if there was a recent catalyst for this topic. Ms. Bennett stated the code does not speak to it, and although the Leawood Development Ordinance has accessory uses, beekeeping is not one of them. She stated there have been some recent inquiries for beekeeping from different residents.

Councilmember Cain stated one of her family members collects bees and that they are an endangered, integral part of the ecosystem. She stated she is in support of beekeeping, as long as there are some limits.

Councilmember Larson asked which cities currently allow beekeeping. Ms. Bennett stated she believes they are Prairie Village, Lenexa, and Overland Park with certain restrictions. Councilmember Cain added that Olathe also allows it.

Councilmember Sipple stated he is the chair of the Leawood Sustainability Committee and believes the members would be very interested in learning more about it. He stated he would like to know more about the pros and cons in other cities.

Mayor Dunn asked if an ordinance would have value going to the Sustainability Advisory Board. Ms. Bennett replied yes, but that it still needs to go through the Planning Commission because it is an LDO amendment. Mayor Dunn asked Councilmember Sipple if he would like it discussed with the SAB before the Planning Commission, and he stated they have not had a meeting since March. He added he could schedule a Zoom meeting but needs background material before presenting it to his committee.

A motion to approve moving forward was made by Councilmember Cain, seconded by Councilmember Harrison. Motion was approved with a unanimous roll-call vote of 7-0.

COMMITTEE RECOMMENDATIONS

12. PUBLIC WORKS

[from the July 29, 2020 Public Works Committee meeting]

Review the traffic configuration on Mission from 133rd to 143rd Street

Recommendation: Accept the Burns & McDonnell and Staff recommendation of a two lane, divided roadway in the segment running from 137th to 142nd Street (PW)

Councilmember Cain stated she and Councilmembers Sipple and Rawlings attended the most recent Public Works Committee meeting. She stated the meeting had a lot of discussion and ended in a split vote. She stated the Committee ultimately decided to follow the recommendations of city staff and the consultants, but said there were other options available.

Public Works Director David Ley addressed the Governing Body. He stated Mission Road is on the 2020-2024 CIP for reconstruction between 133rd and 143rd Streets. He explained there will be two different sections: 133rd to 137th Street will be constructed as a 4-lane divided roadway, but because traffic changes significantly south of 137th Street, Burns & McDonnell was hired to do a traffic study.

Howard Lubliner, Project Manager with Burns & McDonnell, addressed the Governing Body via Zoom. Mr. Lubliner presented a map of the project location. He stated their projections in the study does account for full development of the currently undeveloped property around 135th and 137th Streets, as well as background growth from adjacent properties and some baseline growth in and around the project.

He stated they are recommending two options for the section of road south of 137th Street. The first is a 2-lane divided section, with a bicycle lane and multi-use path and grass median to provide turn lanes. The turn lanes in the design is within the City's standards, but they are working with the City staff and a traffic consultant to trim down the turn lanes, using more site-specific traffic data. The second option also has the bike lanes and a multi-use path, but is a 4-lane undivided section with no center turn lanes. Mr. Lubliner mentioned the total width of both options is 58 feet across from curb to curb. The reason Burns & McDonnell have recommended the 2-lane section is it allows the City to add lanes in the future, leaving the curbs and storm drains and removing only the medians.

Mr. Lubliner presented new information since the last Planning Commission meeting that shows the number of vehicles today versus a 20-year design with full traffic growth. The number of vehicles that currently drive on Mission Road is approximately 5,900 a day. The future prediction of vehicles is 16,000 a day. Mr. Lubliner indicated there are some safety considerations in the 4-lane option with left turning vehicles and their view of oncoming traffic.

He pointed out that Mission Road north of 132nd Street is 2 lanes, north of 133rd Street is 2 lanes, between 133rd and 137th Streets will be 4-lanes and south of 143rd is 2 lanes, so there is a predominance of 2 lanes throughout the general area.

Mayor Dunn asked what the level service is at 135th and Mission Road during peak travel time. David Ley stated he believed it will be a Level of Service F in the future, which is similar to Roe Ave. and Nall Ave. He stated with this project the City will be constructing dual lefts for

eastbound, northbound and southbound at 135th and Mission, but the Level of Service will be F in the future. Mayor Dunn asked about the current Level of Service. Mr. Ley responded that he did not know what it was at that intersection.

Councilmember Azeltine asked if the Council is being asked to approve the engineering. Mr. Ley stated staff is requesting to move forward with the final design. Councilmember Azeltine asked how many members of the committee voted against this project. Mr. Ley responded that there were 5 in favor, 2 who were opposed, and 2 abstained because they wanted more information. Councilmember Azeltine asked what the timeline for the project was and the vote count. Mr. Ley stated the 2 members who abstained wished to know more about costs associated with the medians, such as irrigation, mowing, and landscaping. Mr. Ley went on to say by keeping the roads in that area designed as more residential, the driving speeds would be lower.

He said the next Public Works Committee meeting is planned for the end of September. Councilmember Azeltine commented if there is value in seeing the draft minutes, in which Mr. Ley responded that he has the list of concerns from that meeting. He stated they were:

- Bikers will take up an entire lane. Mr. Ley stated this has been addressed by designing the roadway 19 feet in width and having the bike lane is 5 foot wide with a 3 foot buffer.
- Maintenance costs of the medians.
- Islands are between 137th and 143rd Streets but seeminly nowhere else. Mr. Ley stated there actually will be islands constructed between 133rd to 137th St.
- Emergency vehicles. Mr. Ley stated they have discussed this plan with the Fire Department who had no concerns with the proposed width.

Councilmember Cain stated the concerns at the meeting where taken into consideration but ultimately what helped make the decision is the overall width, whether 2 or 4 lanes, did not need changed for future traffic needs. She also stated that the experts agreed 4 lanes would generate higher driving speeds from 135th to 143rd Streets.

Councilmember Azeltine inquired about discussions with the Prairie Star School in that area. Mr. Ley stated they will work with the schools for drop-off and pick-up and plan to have 4 lanes along the frontage for their school zone.

Councilmember Sipple commented that the abstentions and no votes where from members of the Committee who live south of 135th Street who have a high level of frustration with bike riders not following etiquette or rules of the road. Councilmember Sipple stated he is in support of the plan and believes it will be much better. He stated the 4-lane option may be overkill.

Councilmember Rawlings stated he is in favor of the recommendation of the plan. He stated in the Public Work Committee meeting that there were residents who were against some of the elements, but others were extremely excited about the walkability. He stated bicycling is an issue throughout the City, but he feels this is the best plan.

Councilmember Harrison stated she believes some bikers ride 2 and 3 abreast for safety along that stretch of road. She stated what she likes about this plan is that the bike lane has a buffer and a wider bike lane than other areas in the City. She suggested using social media to explain the planned improvements to the biking communities. Councilmember Harrison stated she appreciates the opportunity for growth and the green space.

Councilmember Larson stated she supports the plan and how the 2-lane option fits well with the residential communities and school.

A motion to approve the recommendation was made by Councilmember Cain, seconded by Councilmember Larson. Motion was approved with a unanimous roll-call vote of 7-0.

Mayor Dunn thanked Councilmember Cain for her leadership at the Public Works Committee meeting when Councilmember Osman was temporarily unavailable.

13. PARKS AND RECREATION

[from the June 9, 2020 Parks and Recreation meeting]

Recommendation: To name 89th and Sagamore Green Space – “Old Leawood Crossing”

City Administrator does not support this recommendation as it further exacerbates the division of the City between Old and New Leawood.

Parks and Recreation Director Chris Claxton addressed the Governing Body. She stated there were several names suggested and “Crossing” was a popular option. Mayor Dunn commented she thought the name “Country Club Crossing” would have been received well. Councilmember Rawlings stated he has always opposed the designation of “old” Leawood for the areas north of I-435. He agreed with Mr. Lambers regarding his recommendation. Councilmember Larson also agreed the word “old” gives a negative connotation, although she has no strong preference to any of the other names.

Mayor Dunn stated the City’s planning documents delineate the City as north, central and south. She stated she uses those terms for better designation of the City and feels it is more palatable. Councilmember Azeltine asked how close the green space is to the former country club. It was stated it is the same site. Councilmember Azeltine indicated he liked “Country Club Crossing” as it is part of the City’s history. Mayor Dunn commented that the name “Country Club” may sound elitist. Councilmember Harrison agreed that historically some country clubs were discriminatory. She added that there are many people who would have never known that area was ever a country club.

Mayor Dunn asked how “Clover Crossing” came about as a suggestion. Ms. Claxton stated she was not sure. Councilmember Cain said members of the Parks & Rec Advisory Board made their suggestions, then those were voted on by email.

Councilmember Rawlings states if people are using the trail to and from Leawood and Kansas City, Missouri, then it is a crossing. He stated he is in favor of calling it “Leawood Crossing”. Mayor Dunn was in favor of Councilmember Rawlings’ suggestion. Councilmember Sipple stated he is in favor, as well. Ms. Claxton stated the next Board meeting is scheduled for tomorrow night via Zoom and requested it be remanded back to the Park Board. Mayor Dunn thought the Council was asked to make a recommendation tonight and suggested it would be confusing to remand. Councilmember Rawlings stated the discussion could go on forever but that “Leawood Crossing” should satisfy most everyone.

A motion to approve renaming to “Leawood Crossing” was made by Councilmember Rawlings, seconded by Councilmember Azeltine. Motion was approved with a unanimous roll-call vote of 7-0.

Councilmember Larson thanked Ms. Claxton and her staff for opening the pool this summer. She heard from many residents who were thankful to have the city pool open. Mayor Dunn asked when the pool would be closing for the season. Ms. Claxton stated the fall hours started today, primarily because of their college-aged staff returning to school. She stated the attendance is starting to dwindle as school approaches. Mayor Dunn thanked her and her staff for their organization.

14. PLANNING COMMISSION

[from the July 28, 2020 Planning Commission meeting]

Resolution approving a Preliminary Plat and Final Plat for the Leawood Fire Station #1 and Park, located south of 96th Street and east of Lee Boulevard (Case 56-20) (PC)

Mr. Lambers stated the item before the Council is a continuation of the process towards redeveloping the property at 96th and Lee. He reminded the Council the City purchased the property to the south in order to maximize the use of the property it already owns. This resolution would allow the City to move the proposed fire station to the south, closer to the tree line. Approval would also allow the City to move forward in the planning process for a new fire station and preclude moving the former City Hall as part of the construction project. At this time the Council is being asked to act upon removing the internal property lines.

Judd Claussen, Engineer with Phelps Engineering, addressed the Governing Body via Zoom. Mr. Claussen shared his presentation and explained it is a final preliminary plat. The purpose of the final plat is to re-plat the five lots into one lot. The reason for this is interior plot lines have required setbacks and building code consequences. No site plans are a part of this item but would be part of a future consideration and public hearings. It does not propose to change zoning or exterior setbacks.

Mr. Claussen stated a neighborhood information meeting was held on July 15th. The majority of concerns voiced were that the homeowners in that area wanted to see a plan at this point. Mr. Claussen stated that a plan is part of a future application to be considered at a later date.

Councilmember Larson stated this step makes perfect sense to make use of the property. She stated it is important to have good communication with residents on the process. Councilmember Larson stated she supports the re-platting.

Councilmember Cain stated she is on the Parks & Rec Advisory Board and has been involved in this process for years. She stated in the INTERACT meetings it was spelled out explicitly how many public notices and future INTERACT meetings there will be so that the public is aware of the process long before any construction takes place.

Mr. Claussen stated this action is the last of the plat process. Community Development Director Richard Coleman stated after the final plat is approved there would be a preliminary plan process started. Mr. Lambers stated there is no timetable since the Council still needs to decide on the design of the fire station at a work session. He stated there is no work session scheduled now or

in the near future. Councilmember Cain asked to confirm that nothing will happen to the green space until the fire station is complete. Mr. Lambers replied yes and that the preliminary plan will show the space as is, except for the fire station portion. Mayor Dunn explained there will be INTERACT meetings, public hearings, citizen comments, and ample opportunities for the public to speak, as there has been already.

Mayor Dunn stated she will recognize individual citizens who made earlier requests to comment on this item. She reminded speakers to keep within the 3-4 minute time frame.

Cary Shaw, 9618 High Dr., addressed the Governing Body via Zoom. Mr. Shaw stated he has reviewed years of Council meeting minutes, but stated no one has talked to any of the homeowners directly whose properties abut, align, or adjoin the site. He thanked the City Council members Mr. Lambers; Brian Scovill, City Engineer; Grant Lang, City Planner; and Judd Claussen for listening to the homeowners. He stated neighbors are meeting as a group and are not opposed to a fire station, except for the plan they have seen. He stated the name of the re-plat description includes "and Park". Mr. Shaw stated no one whose property abuts to the property wants a park for various reasons. He claimed a lot of money has been spent on a plat that has no plan. Mr. Shaw states what he is requesting to the Council is to reject this plat and to have a preliminary, comprehensive site plan prepared. He said removing the lots lines changes the approved uses of this property and setbacks, even though the zoning does not change. He stated the Kroh Brothers sold the land to the City for the use of a fire station and a city hall. Mr. Shaw continued stating he had read in City Council minutes that some of the ideas for a park are a splash park, a sprinkler park, a fountain park, and a train park. He stated his concern for privacy in the backyards.

Mayor Dunn called on Charlotte Shaw to speak. Cary Shaw stated she lives with him and is unavailable to address the Council at this time.

Mayor Dunn called on JoLynn Hobbs to address the Council. Ms. Hobbs did not respond. Mayor Dunn mentioned Ms. Hobbs is a volunteer member of the Parks & Rec Advisory Board.

Mayor Dunn called on Mike Faulconer to speak. Mr. Faulconer did not respond.

Mayor Dunn recognized John McElroy. Mr. McElroy, 2327 W. 96th St., addressed the Governing Body via Zoom. He stated he supports Mr. Shaw's comments and suggested that an active children's water park next to an active fire station does not make a lot of sense for the safety of the children.

Mayor Dunn called on Kathryn Geller to speak. Ms. Geller did not respond.

Mayor Dunn called on Jessica and Tim Fisher to speak. Ms. Fisher, 9641 Lee Blvd., addressed the Governing Body via Zoom and introduced her husband. Ms. Fisher stated they did watch the Planning Commission meeting about 2 weeks ago. She said someone at the meeting stated, "Anytime green space becomes available in north Leawood, we like to try and put a park on it." She stated other parks are just as close and walkable. She stated as architects, they feel this process is not the order in which it is done and feels it is getting pushed through. Ms. Fisher stated her and her husband have stayed informed, but still ask themselves what and why. She also expressed her feelings that members of the Planning Commission seemed dismissive and did not

answer questions from her neighbors when pressed. She stated she felt it was an insult and disappointing to all the neighbors.

Mayor Dunn called on Ellen Brown to speak. Ms. Brown did not respond.

Mayor Dunn again called on Mike or Jo Faulconer to speak. Ms. Faulconer, 9612 High Dr., addressed the Governing Body via Zoom. She apologized that they did not sign up to speak at this meeting. She stated her and her husband agree with everything Mr. Shaw and Ms. Fisher stated.

Mayor Dunn pointed out she hears the concerns from residents about the words “and Park.” She reiterated what the Council will be doing tonight is voting to re-plat five lots into one to remove the setback issues. Mayor Dunn stated from the beginning she has heard from many residents who are in favor of a park. She explained the elements of a park were never discussed because it was important to start first with a fire station. She said the Leawood Historic Commission has been very involved, but the plan is to leave the former City Hall building somewhere on this property.

Councilmember Azeltine stated it is important to note the Council is not rezoning the area, approving a fire station tonight, and is nowhere near approving a park. He stated when the Council reaches that point, the public will be properly noticed and given an opportunity for input.

Councilmember Rawlings stated the mention of a water park or train park at tonight’s meeting are not on the radar at all. He stated if the area does become a park, the intent is to be a passive green space. Mayor Dunn commented that some of those ideas had come up in a brainstorming session long ago.

Councilmember Cain clarified there are no site plans, no zoning changes, no setbacks of the exterior. She stated this is a necessary step to change the design and widen the footprint of the fire station, to potentially reduce it from a 2-story to 1-story structure. This would be exactly in response to the neighbors, she stated. Councilmember Cain stated she takes exception when she hears homeowners say the Committee members are not listening to residents, and after years of volunteering on the committee, she feels that is far from the truth and procedurally not what happens in the City.

Councilmember Harrison commented the word “park” has many definitions, and while ideas had been thrown out, nothing has been decided. She stated the City invests in the integrity of a project and has no intention of doing something without a good plan.

A motion to approve Item 14 was made by Councilmember Azeltine, seconded by Councilmember Larson. Motion was approved with a unanimous roll-call vote of 7-0.

Mayor Dunn thanked Mr. Claussen and the homeowners who voiced an opinion of this item. She encouraged the residents to stay involved, as their input is welcomed.

15. OLD BUSINESS - None

16. OTHER BUSINESS - None

17. NEW BUSINESS

A. Schedule Executive Session: Personnel - Tuesday, September 8, 2020 at 6:00 P.M.

A motion to approve was made by Councilmember Cain, seconded by Councilmember Larson. Motion was approved with a unanimous roll-call vote of 7-0.

B. Schedule Governing Body meeting Tuesday, September 8, 2020 at 7:30 P.M.

A motion to approve was made by Councilmember Rawlings, seconded by Councilmember Azeltine. Motion was approved with a unanimous roll-call vote of 7-0.

ADJOURN

Meeting was adjourned at 9:23 PM

Staff Review

T.E.

Fact Sheet

**SUBJECT: APPROVE ARCHITECTURAL SERVICES AGREEMENT FOR
DESIGN OF THE PARK MAINTENANCE FACILITY
PGAV Architects**

September 8th, 2020

DISCUSSION

Staff received twenty responses to the Request for Qualifications for this project. Chris Claxton, David Ley and I reviewed the statements, investigated projects listed in our area and narrowed the field to three finalists as follows:

- Dake + Wells Architecture
- PGAV Architects
- SFS Architecture

While all three did an excellent job, the interview panel came to consensus to recommend PGAV Architects be awarded the project.

Recently completed projects include the Park Maintenance Facility and the Public Works Maintenance Facility for Lenexa, as well as a new Recreation Center for Lenexa and the Sykes Lady Clubhouse for Overland Park. References were positive as well.

The design fee is \$965,820.00 plus estimated reimbursable expenses of an amount NTE \$28,700.00.

The total fee is for basic design services, and additional services such as the site survey, geotechnical services, FEMA flood map revisions, telecommunication/data, electronic security, audio/visual, site monument sign design and FFE service. This fee includes the design of solar/photovoltaic for \$10,000, which would only be spent if pre-construction estimates indicate it is within the budget and the return on investment is feasible.

Staff is requesting approval of the agreement for an amount NTE \$994,520.00



Brian Anderson, CPRP
Superintendent of Parks

SPONSOR

Parks & Recreation Department

COUNCIL ACTION TO BE TAKEN

Approve Architectural Agreement for Parks Maintenance Facility.

STAFF RECOMMENDATION

- For
 Against
 No position

COMMITTEE RECOMMENDATION

- For
 Against
 No position No Assignment

POLICY OR PROGRAM CHANGE

- No
 Yes

OPERATIONAL IMPACT

COSTS

Not to Exceed \$994,520.00

FUND SOURCES

Capital Projects Fund #13290
Project #80173

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ARCHITECTURAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$994,520.00 BETWEEN THE CITY AND PGAV, PERTAINING TO THE DESIGN OF A NEW MAINTENANCE FACILITY FOR PARKS AND RECREATION

WHEREAS, the City is in need of architectural services pertaining to the design of a new maintenance facility for Parks and Recreation;

WHEREAS, PGAV provides such services; and

WHEREAS, the parties desire to execute the Architectural Services Agreement to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Architectural Services Agreement between the City and PGAV, 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 8th day of September, 2020.

APPROVED by the Mayor this 8th day of September, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Leawood, Kansas (hereinafter, "City") and PGAV Architects, (hereinafter, the Architect"). City intends to construct an improvement project (hereinafter, the "Project") in Leawood, Kansas, described as follows: Park Maintenance Facility.

The Park Maintenance Facility Project will consist of an approximately 40,000 square feet facility (to be confirmed during Pre-Design Phase) that will facilitate the park maintenance division human resources, equipment fleet and material storage needs to provide the ongoing services of maintaining parks, public buildings, playgrounds, trails, athletic facilities and events.

The Project will be constructed on City property located within the City at 1901 W. 143rd Street, Leawood, Kansas.

City hereby contracts with Architect for the furnishing of professional Architectural/Engineering Services, as defined herein, in connection with the Project in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Architect represents to City that Architect is professionally qualified to do this Project and is licensed to practice Architecture Services by all public entities having jurisdiction over Architect and the Project.

SECTION I - DEFINITIONS

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

"City" means the City of Leawood, Kansas.

"Construction Cost" means and includes the total cost of the entire construction of the

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

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

"Contractor" means the individual or corporation contracted by the City to perform the construction of the Project,

"Architect" means the individual or corporation identified above who will perform all architectural design services to include preparation of plans, specifications and contract documents. Architect shall retain the services of certain engineers, architects, landscape architects and consultants appropriately licensed in the State of Kansas as necessary to provide a complete turn key design, except as noted in this agreement and the term "Architect" includes the architect and all of its subconsultants and subcontractors.

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

“Architectural/Engineering Services” means the professional services, labor, materials, supplies, testing, surveying, construction administration, if applicable, and all other acts, duties, and services required of Architect under this Agreement together with such other services as City may require pursuant to the terms of this Agreement. The term “Architectural Services” or “Architect’s Services” shall have the same meaning as “Architectural/Engineering Services.”

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

“Project” is as above described.

“Project Coordinator” means the person employed by City and designated to act as the City’s representative for the Project. The City’s Project Coordinator is Brian Anderson, Superintendent of Parks.

“Owner’s Representative” means the person or entity designated by the City to act on the City’s behalf for this project.

“Reimbursable Expenses” means the expense of: Record Drawings, transportation beyond fifty (50) miles of location of Project, reproduction of drawings and specifications. Expenses including documents needed for general contractor bidding, postage shipping and handling of drawings, specifications and other project documents including contract documents, renderings, models and make ups and other costs as authorized by City, provided, however, if Architect is required to provide more than the number of copies set forth herein, then Architect will be entitled to seek an equitable adjustment of the Reimbursable Expense allowance.

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

“Scope of Architectural/Engineering Services” means the work as defined and identified

with a time schedule in Schedule “C” – Schedule for Architect/Engineering Services (hereinafter “Schedule “C”) and scope of services in Schedule “A” – Scope of Services (hereinafter, “Schedule A”), attached hereto and incorporated by reference herein.

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

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

SECTION II - COMPENSATION

Total Fee: City agrees to pay Architect a fixed amount of **NINE HUNDRED SIXTY-FIVE THOUSAND, EIGHT HUNDRED TWENTY DOLLARS AND NO/CENTS (\$965,820.00)** (hereinafter, the “Total Fee”). The Total Fee is based on the performance of the scope of services specified in this Agreement. The parties agree that the Agreement contemplates submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals on or before June 30, 2021.

In addition to the Total Fee is a maximum allowance of **Twenty Eight Thousand, Seven Hundred Dollars (\$28,700.00)** for Reimbursable Expenses (herein, the “Allowance Amount”) provided that Architect shall reserve a minimum of \$10,300.00 of this amount to prepare and submit Record Drawings.

Payment to Architect of the Total Fee shall not exceed the following percentages in each phase of the Project without prior written consent of City:

Pre-Design Services (5 %)

Schematic Design Phase	(15 %)
Design Development Phase	(20 %)
Construction Documents	(35%)
Bidding Phase	(5%)
Construction Phase	(15%)
Project Close-out	(5%)
TOTAL	100 %

2. Additional Services: Architect shall provide, with City's concurrence, services in addition to those listed in Section III when such services are authorized in writing by City. Prior to commencing any additional services, Architect must submit a proposal outlining the additional services to be provided and the fixed lump sum fee therefore. City shall pay Architect for such services in accordance with the fees based on Schedule B, ADDITIONAL SERVICES FEE SCHEDULE (hereinafter, "Schedule B"), attached hereto and incorporated by reference herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City after construction has commenced, providing services necessitated in the event the Architect's Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Architect, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

Reimbursable Expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost but not to

exceed the stated Allowance Amount. Records of Reimbursable Expenses and expenses pertaining to additional services shall accompany request for payment. The Allowance Amount may be increased by written amendment to cover Reimbursable Expenses associated with Additional Services.

3. Special Services: Architect and Architect's Consultants may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Architect and Architect's Consultants shall not be compensated by City if its appearance is to defend its own professional services. Architect shall not be compensated by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-ways for the Project. If Architect is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee Schedule B.
4. Sales Tax: Compensation as provided for herein is exclusive of any sales, use, or similar tax imposed by taxing jurisdictions on the amount of compensation, fees, or services.
5. Billing: Architect shall bill City monthly for all services performed to date and based on Percent of Services Completed shown on project progress report submitted to City with such billing. City agrees to pay Architect within thirty (30) days of receipt of invoice or, when necessary, approval by the Governing Body. Payment by the City may be made by automated clearing house ("ACH") or wire transfer or by check. When utilizing the check option, all checks will be mailed to Architect's place of business, without exception and may not be picked up in person by Architect. When utilizing the ACH or

wire transfer option, the transaction will occur within the timeframe provided herein with no advance or subsequent notice to the Architect. Architect agrees to submit herewith such financial information as shall be required by City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

The invoice shall indicate the total amount paid to date under this agreement and the balance remaining to be paid.

6. City's Right to Withhold Payment: In the event City becomes informed that any representations of Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Architect immediately. Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Architect in accordance with the contract payment procedures in Section II.
7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of services completed to date. This report shall contain detail of items completed and will serve as support for payment to Architect and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.
8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Architect, the Architect shall be

compensated for time and expense based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in Total Fee or Contract Time must be approved through a written Supplemental Agreement. Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Architect's negligent acts, errors, or omissions. If not solely Architect's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide for additions, deletions and revisions in the Architectural Services or to modify the terms and conditions thereof by written Supplemental Agreement.

The Total Fee and Contract Time may only be changed by a written Supplemental Agreement approved by City, unless it is the result of an emergency situation in which case the City may give written approval to be followed by a written and approved change in Scope of Services. If notice of any change affecting the general scope of the Architectural Services or provisions of this Agreement, including but not limited to, Total Fee or Contract Time, is a requirement of any insurance policy held by Architect as a requirement of this Agreement, the giving of such notice shall be the Architect's responsibility.

9. Time is of the Essence: Architect will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of Architect, protracted delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays.

SECTION III - RESPONSIBILITIES OF ARCHITECT

Architect shall furnish and perform expeditiously the various professional duties and services in all phases of the Project to which this Agreement applies in accordance with the schedule as herein provided and which are required for the construction of the Project which services shall include:

A. PRE- DESIGN PHASE

1. Services: The services to be provided during this phase and time of performance are set out in Schedule A.
2. Preliminary Cost Estimate: Architect/Engineer shall furnish City a preliminary estimate of Construction Cost based on the pre-design. Architect's preliminary estimate of Construction Cost is to be made on the basis of Architect's experience and qualifications and represents Architect's best judgment as an experienced and qualified design professional; familiar with the current construction industry's pricing structure.

B. SCHEMATIC DESIGN PHASE

1. Services: The services to be provided during this phase and time of performance are set out in Schedule A.
2. Pre- Design Documents: Architect shall furnish the City, eight (8) copies of the above schematic design documents, unless otherwise noted in Schedule A attached hereto and incorporated herein. Architect shall furnish the City electronic copies of the schematic design documents in a manner consistent with Section V (M) of this Agreement.
3. Preliminary Cost Estimate: Architect/Engineer shall furnish City a preliminary estimate of Construction Cost based on the schematic design. Architect's preliminary estimate of

Construction Cost is to be made on the basis of Architect's experience and qualifications and represents Architect's best judgment as an experienced and qualified design professional; familiar with the current construction industry's pricing structure.

4. Presentation: Design Team will make a public presentation of the schematic design to the City's Governing Body.

C. DESIGN DEVELOPMENT PHASE

1. Services: The services to be provided during this phase and time of performance are set out in Schedule A.
2. Design Development Documents: Architect shall furnish the City, eight (8) copies of the above design development documents, unless otherwise noted in Schedule A attached hereto and incorporated herein. Architect shall furnish the City electronic copies of the design development documents in a manner consistent with Section V(M) of this Agreement.
3. Presentation: Design Team will make a public presentation of the schematic design to the City's Governing Body.
4. Preliminary Cost Estimate: Architect/Engineer shall furnish City a preliminary estimate of Construction Cost based on the design development documents. Architect's preliminary estimate of Construction Cost is to be made on the basis of Architect's experience and qualifications and represents Architect's best judgment as an experienced and qualified design professional; familiar with the current construction industry's pricing structure. Architect cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Architect. However, this section shall not impact or invalidate Architect's obligations

under Section III(C)(2) of this Agreement.

5. Budget: Architect shall promptly advise City if, in its opinion, the amount budgeted for design and construction is not sufficient to adequately design and construct the improvement as requested.

D. CONSTRUCTION DOCUMENT PHASE

1. Services: The services to be provided during this phase and time of performance are set out in Schedule A.
2. Construction Documents: Architect shall furnish City fifteen (15) copies unless otherwise noted in Schedule "A," of the construction design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project. Such permits include permits for storm water runoff, building permits, demolition permits and similar permits. Architect shall not be responsible for payment of any required fee for any required permits. Additionally, Architect shall furnish the City electronic copies of the final design documents in a manner consistent with Section V(M) of this Agreement.
3. Presentation: Design Team will make a public presentation of the final design to the City's Governing Body.
4. Preliminary Cost Estimate: Architect/Engineer shall furnish City a preliminary estimate of Construction Cost based on the final construction documents. Architect's estimate of Construction Cost is to be made on the basis of Architect's experience and qualifications and represents Architect's best judgment as an experienced and qualified design professional; familiar with the current construction industry's pricing structure. Architect

cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Architect. However, this section shall not impact or invalidate Architect's obligations under Section III(C)(2) of this Agreement.

5. Budget: Architect shall promptly advise City if, in its opinion, the amount budgeted for design and construction is not sufficient to adequately design and construct the improvement as requested.

E. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in Schedule A attached hereto and incorporated herein.
2. Bids Exceeding Cost Estimate: If all bids exceed Architect's Estimate, Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Architect's Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the "Architect's Estimate".

F. CONSTRUCTION ADMINISTRATION PHASE

1. Observation: Architect will provide routine observations and submit timely reports documenting contractor's compliance with the construction documents and specifications.

2. Services: The services provided during this phase are set out in Schedule A.
3. Supplemental Drawings: If during construction, situations arise which require supplemental drawings or details, Architect agrees to timely provide such supplemental drawings or details at no cost to City when the supplemental drawings or details, are required to correct Architect's negligent errors or omissions or clarify Architect's intent in the original design and preparation of Contract Documents. If such situations occur through no fault of Architect, or are beyond its control, both parties agree to negotiate an equitable payment to Architect for services rendered, which shall be accomplished through a Supplemental Agreement.
4. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the Contractor.
5. Notice of Defects: If, based on Architect's involvement during the construction phase, Architect observes or otherwise becomes aware of any design or construction defect in the work, it shall give prompt written notice to City of such defects and their approximate location on the Project. However, Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by Contractor and programs in connection with the construction work, since these are solely the Contractor's responsibility under the contract for construction. Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Architect shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.
5. Shop Drawings: If required by Schedule A, Architect shall review and take appropriate

action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each Contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto, unless an obvious deficiency exists wherein Architect should advise City of such defect or deficiency so the same can be prevented.

6. Record Drawings: The Architect, as a Reimbursable Expense, shall prepare final revised Contract Documents which reflect all change orders, minor design changes including changes made in the field and which are marked on the Contractor's plan set. The Contractor will provide the City a marked up set of record drawings. Because some of the data contained on the "Record Drawings" may be based on unverified information provided by others, the Architect does not warrant the accuracy of information provided by others.

G. PROJECT CLOSE-OUT SERVICES

1. The Architect shall provide Project Close-out Services in accordance with the terms set forth in Schedule A.

H. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, Architect agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Architect, provided that the General Conditions shall be in a form mutually agreeable between the City and Architect and shall be consistent with the

intent and requirements of the Agreement.

2. Personnel: Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that **Mike Schaadt, AIA, NCARB** will perform as the principal and shall be the primary contact with the City's Owner's Representative and Project Coordinator and shall have authority to bind Architect. So long as the individual named above remains actively employed or retained by Architect, he/she shall perform the function of principal on this Project. An unauthorized change of the principal shall constitute a material breach of this Agreement. Additionally, at City's request, Architect shall remove and replace the principal with a person approved by City, which approval shall not be unreasonably withheld.

Additionally, **Jennifer Goeke** will serve as the Architect's Project Manager and both parties agree that for so long as the individual named above remains actively employed or retained by Architect, he/she shall perform the function of Project Manager for the Architect on this project unless at City's request Architect shall remove and replace the Architect's Project Manager with a person approved by the City, which approval shall not be unreasonably withheld.

3. Subsurface Borings & Material Testing: Will be included in the subsurface boring and material testing independent of the Architect/Engineering services.
4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Architect or its Consultants in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include

necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Architect which is not defined within the scope of Architectural Services of Architect. The payment for such additional services shall be subject to negotiation between City and the third party and shall be approved prior to the execution of any additional services. Although Architect may assist City in procuring such services of third parties, Architect shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Service: Architect shall not subcontract or assign any of the Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Architectural Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work by such third party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V.D herein.
6. Endorsement: Architect shall sign and affix licensing seal to all final plans, specifications, and engineering data prepared by Architect and shall cause all Consultants to sign and seal their final documents where required by law. Such signatures and seals shall thereby certify that said documents were prepared in conformity with the generally

recognized and prevailing standards in existence at the time and that the Project design conforms and complies with applicable Federal, State and local laws and building code requirements in effect during the Construction Document phase. Any defect, deficiency or failure of the Project to conform or comply with applicable Federal, State or local laws or building codes in effect during the Construction Document phase regarding the Project design or any other act completed pursuant to the Scope of Services of this Agreement shall be the liability of the Architect, and the City shall have the right to pursue redress in accordance with Section V(E)(2) of this Agreement or through any other remedies available by law to the City. *The Architect is expected to make its own professional determination regarding compliance with laws, the City's ordinances and codes and may not solely rely upon City staff for determinations of compliance.* Design changes made necessary by newly enacted laws, codes and regulations after the conclusion of the Contract Document Phases may entitle the Architect to seek an amendment to this Agreement to provide for a reasonable adjustment in the schedule and additional compensation.

Any review or approval by City of any documents prepared by the Architect and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Architect of its responsibility for the accuracy, adequacy, fitness, suitability, compliance with law and coordination of its work product.

7. Inspection of Documents: Architect shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and

shall notify the City prior to their disposal.

8. Professional Responsibility: Architect will exercise the degree of skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a professional Architect in the same community under similar circumstances. If Architect fails to meet the foregoing standard, Architect will perform at its own cost, and without reimbursement from City the professional Architectural services necessary to correct errors and omissions which are caused by Architect's failure to meet this degree of skill or negligence.

SECTION IV - CITY OF LEAWOOD'S RESPONSIBILITIES

1. Communication: City shall provide to Architect applicable Program criteria; examine and timely respond to Architect submissions; and give written notice to Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Architectural Services.
2. Access: City will provide access for Architect to enter public property necessary to the completion of the project provided adequate notice of such need is provided to the City. Architect shall have sole responsibility and will use all reasonable measures to gain access to private property. City will reasonably cooperate with Architect's efforts to obtain access to private property.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Schedule A as City's responsibility.
4. Program Criteria: City shall provide full information, and will assist the Architect in developing a buildings' and site program in the Pre-design phase which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable

- contingencies, and other necessary design criteria.
5. Project Representative: City has designated **Brian Anderson, Superintendent of Parks** as its Project Coordinator to represent City in coordinating this Project with Architect, with authority to transmit instructions and decisions of City.
 6. Consultants: City may, at City's sole discretion, contract with others for the services of other consultants when such services are requested by Architect or required by the City.
 7. Audit: City may, at City's sole cost and discretion, require an audit be performed to verify the Architect's payment requests or to ascertain how or for what purpose the Architect has used the money paid by City.
 8. Bond Forms: City shall furnish all bond forms required for the Project.
 9. General: The foregoing services, information, and reports shall be furnished at City's expense, and Architect shall be entitled to rely upon the accuracy and completeness thereof.
 10. Commissioning Agent: The City may acquire the services of commissioning agent for this project to oversee the performance of the Mechanical, Electrical and Plumbing systems. The Architect will facilitate activities between the commissioning agent and the Architect's engineers and consultants during design and final commissioning. The cost associated with the services of the commissioning agent shall be paid by the City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement either for cause or for its convenience and without cause or default on the part of Architect, by providing ten (10) days' written notice of such termination to Architect. Upon receipt of such notice from

City, Architect shall, at City's option as contained in the notice: (1) immediately cease all Architectural Services; or (2) meet with City and, subject to City's approval, determine what Architectural Services shall be required of Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Architect shall also provide to City copies of all "Architectural/Engineering Documents" completed or partially completed at the date of termination and, provided that City has paid Architect for services rendered to the date of termination pursuant to the terms of this Agreement, then the City and any successor architect may make use of such documents as they may deem necessary.

If City defaults on a material obligation under this Agreement, Architect is entitled to terminate this Agreement by providing ten (10) days written notice.

2. Termination for Cause: If this Agreement is terminated for cause or default on the part of the Architect, after notice to Architect, and a period of ten (10) days for the Architect to remedy the cause for termination, City may take over Architectural Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Architect, and the Architect shall be liable to the City for damages sustained by the City due to the Architect's termination. When Architect services have been so terminated, such termination shall not affect any rights or remedies of the City against Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Architect shall not release Architect from liability.
3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided; City shall compensate Architect for all Architectural Services completed to date of its receipt of the termination notice pursuant to Section II and any

additional Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Architect, City shall compensate Architect for the reasonable cost of Architectural Services completed to date of its receipt of the termination notice pursuant to Section II. Upon terminating this Agreement for cause or default, City may select the services of another architect (“Successor Architect”) to complete the Project. In such case, the benefit received by City under this Agreement shall be the difference between the maximum fee set forth in Section II of this Agreement and the reasonable fee charged by the Successor Architect to finish the Project. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Architect including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: Neither Architect nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and Architect agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any

such dispute, Architect shall proceed with the Architectural Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Architect's completed services unless Architect gives notice of termination as provided in Paragraph A.1 above; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ARCHITECTURAL DOCUMENTS

1. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Architect the copies of such materials as necessary for Architect to perform the Architectural Services.

2. All drawings, specifications, test reports, and other materials and work products or other instruments of service, including computer aided drawings, designs, and other data filed on electronic media prepared or furnished by Architect (and Architect's independent professional associates and Consultants) under this Agreement shall become the sole property of the City. At the conclusion of the Project, or at any other time requested by City, Architect shall give City all materials obtained or produced in the course of performing the Architectural/Engineering Services, provided however, that the City has made all progress payments then due and/or final payment to the Architect for services rendered. The City shall have the right to make copies or otherwise and reproduce, and use for its benefit, any and all drawings, plans, specifications, test reports, and other materials and work products or instruments of service, including computer aided drawings, designs, and other data filed on electronic media prepared or furnished

by Architect. The City shall not use the documents to build an identical building on another site.

3. The reuse or modification of any document prepared or furnished by Architect with written verification or adaptation by Architect for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Architect.

D. INSURANCE

The Architect shall maintain throughout the term of this Agreement, insurance in, at a minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by City. With the exception of professional liability, the Architect shall name the City as an additional insured for all claims as set forth below:

1. Professional Liability: Architect shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance for the services rendered under the terms of this Agreement, in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. Commercial General Liability:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations	
Aggregate	\$2,000,000
General Aggregate	\$2,000,000

3. Automobile Liability Insurance: Policy shall protect the Architect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- A) Any Auto
- OR**
- B) All Owned Autos;
Hired Autos; and
Non-Owned Autos

Limits

Each Accident, Combined Single
Limits, Bodily Injury and
Property Damage: \$1,000,000

Policy shall insure the contractual liability assumed by Architect under this Agreement.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Architect against all claims under applicable state Workers' Compensation laws. The Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

5. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that the carrier:

- A) Is licensed to do business in the State of Kansas;
- B) Carries a Best's Policyholder rating of A-:VII or better or is otherwise approved by the City

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the City's Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate form provided by the Architect's insurance carrier. This insurance shall be required only on City-funded projects where the state or federal government does not establish separate guidelines.

6. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Architect shall

either:

a) Cover all subcontractors under its insurance policies;

or

b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

7. Notice of reduction of policy limits as a result of claim(s)-

The Architect shall promptly notify the City, upon receipt of notice of any claim in connection with this Agreement, or any other contract in which the Architect may be involved providing full details of the claim, including an estimate of the loss or liability.

The Architect shall promptly notify the City of any reduction in limits (exceeding \$100,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Agreement.

Insurance coverage shall remain in effect during the term of this agreement and coverage afforded under the policies shall not be canceled or materially changed during the term of this Agreement. Conforming with KSA 40-955(b), notice will be delivered in accordance with the policy provisions to the City and the Architect prior to any renewal or expiration date of any insurance policy.

E. INDEMNITY

1. Indemnification for General Liability/Non-Professional Negligence. For purposes of this Agreement, Architect shall defend, indemnify, and hold harmless the City and any of its

agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Architect, its employees, agents, subcontractors, subconsultants, or others for whom the Architect is legally liable, provided that such damage, liability, loss, cost, or expense is:

- a. Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person, firm or corporation including loss of use resulting therefrom; or
 - b. Not the result of professional negligence; or
 - c. In addition, the Architect's obligations hereunder shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of its agencies, officials, officers, or employees in those instances in which the City is named as an additional insured under the Architect's Commercial General Liability insurance policy, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Agreement, then the Architect's obligations hereunder shall apply as though the insurance was in place.
2. Indemnification for Professional Negligence. The Architect shall indemnify and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, of any nature whatsoever,

whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Architect, its employees, agents, subcontractors, subconsultants, or others for whom the Architect is legally liable, in the performance of professional services under this Agreement. The Architect is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

3. Additional provision regarding the indemnification provided hereunder It is agreed as a specific element of consideration of this Agreement that the indemnification provided hereunder shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Architect's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Architect/ is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Architect, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Architect, its affiliates,

subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

F. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The Architect shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The City shall provide Architect with its rules and regulations.
2. The Architect shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, gender identity, sexual orientation, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the Architect shall include the phrase "equal opportunity employer," or similar phrase approved by the City.
4. If the Architect fails to comply with the manner in which the Architect reports to the City in accordance with the provisions of K.S.A. 44-1031, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City.
5. If the Architect is found guilty of a violation of the Kansas Act Against Discrimination

under a decision or order of the City which has become final, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the City.

6. The Architect shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. SEXUAL HARASSMENT

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the present Contract and it may be canceled, terminated or suspended, in whole or in part, by City.

H. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

I. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

J. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Architect without the written consent of the City.

K. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

L. INDEPENDENT CONTRACTOR

The Architect is an independent contractor and as such is not an agent or employee of the City.

M. WORK PRODUCT FORMAT

1. Project text and data which are developed by Architect or its subconsultants shall be made available to City by providing a flash drive or an external hard drive. All text and data shall be properly formatted and completed in Office 2010 or newer and in Adobe Acrobat Portable Document Format (PDF).
2. Project drawings which are developed by Architect or its subconsultants through the use of a Computer Aided Drafting (CAD) System shall be made using Revit 2020 and copied into Auto-CAD and shall be given to the City by providing a flash drive or an external hard drive.
3. The Architect shall provide the City with Record Drawings using Revit 2020 and copied into Auto-CAD.
4. Architect or its subconsultants shall also utilize a BIM System made on the most recent version and shall provide Owner a copy by providing a CD-ROM, a DVD, a flash drive or an external hard drive.

5. Architect shall use design tools that support the creation of a BIM according to the data models and information exchange classes described in the National Building Information Model Standard (NBIMS) manual.

The goal of NBIMS is to establish an approach to collecting data as part of the business process of creating the facility and being able to then use that information throughout the facility lifecycle. A BIM application should support International Alliance for Interoperability (IAI) Industry Foundation Classes (IFC) and information Delivery Manuals (IDM) to facilitate a seamless exchange of information between architect, builder, contractors, engineers, owners, and O & M organizations. All modeling or analysis that is required throughout the design process, if practical, should draw its data from the BIM and then contribute the results back into the BIM. The BIM should detect interferences (clash detection) between its major components.

Minimally, the BIM application should provide enough interoperability to make it possible to export data to the Integrated Building Management System (IBMS), computerized Maintenance and Management Systems (CMMS), Computer-Aided Facilities Management (CAFM), and other applications used in the daily operation of the building. This follows the NBIMS concept of maintaining data once it has been collected. The Architect will prepare drawings to BIM level LOD 200.

6. Documents that are scanned shall be black and white (1 bit per pixel) at 400 DPI into the industry standard file format. The files shall be processed to the final searchable PDF file format using Adobe's Acrobat program.
7. Drawings that are converted into PDF format shall be imaged at 400 DPI and processed into an industry standard searchable PDF file format. The searchable PDF file shall be a multi-page file with bookmarks set for each drawing contained within that project. The bookmarks shall be created using the Cover Page Index as a guideline. The sheets

contained in the PDF file shall be scalable on 30"x42" paper using the landscape orientation.

8. The PDF files shall not be locked or created in such a way that renders them un-editable.
9. Due to the potential that the information set forth on the electronic media (flash drive or external hard drive) can be modified by City, or City consultants, unintentionally or otherwise, Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City shall require the electronic media to be returned to City upon completion of such use. City recognizes that use of electronic media in which City has modified any information contained therein will be at City's sole risk and without any liability risk or legal exposure by Architect, whatsoever.
10. "Record" Drawings: Following construction, construction contractor will provide copies of changes and alterations made in the field during construction to Architect to provide Record Drawings. Architect has the right to rely on the information provided by the construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

N. COVENANT AGAINST CONTINGENT FEES

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working for Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee,

commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Architectural Services or the Project at the time services are rendered and shall ensure that its work product is in compliance with such laws, including the Americans with Disabilities Act. Architect shall secure all occupational and professional licenses necessary to implement the Project and permits from public and private sources necessary for the fulfillment of its obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

R. EVALUATION

It is understood and agreed that the Architectural services shall be evaluated in accordance with Resolution 2898 of the City of Leawood, Kansas, dated October 15, 2007, attached hereto as Schedule D and incorporated by reference herein.

S. TERM OF AGREEMENT

This Agreement shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

Approximate design and construction phase durations are as follows:

Predesign	60-90 days
Design & Documentation	150-180 days
Bidding and Negotiation	60-90 days
Construction Phase	270-300 days

If construction extends past 30 months (or 900 days) after project start date, the Architect shall be able to negotiate with City for additional services.

T. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of _____ 2020

CITY OF LEAWOOD, KANSAS

By: _____
Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

NAME OF COMPANY

PGAV Inc

By: Whiff Schmitt

Authorized Signatory

Principal
Title

1900 W. 47th Place
Address

Westwood, KS 66205
City, State, Zip Code

913-762-6500
Telephone Number

SCHEDULE "A"

SCOPE OF ARCHITECT/ENGINEER ["A/E"] SERVICES

Provide customary architectural services to include all civil, landscaping, structural, mechanical, electrical, and plumbing engineering services to prepare existing condition baseline drawings, schematic design drawings, design development drawings, and construction drawings: final construction documents: and bid documents and specifications in compliance with current local Building Codes, other applicable ordinances, and municipal, state and federal regulatory requirements. Additional disciplines may also be required, such as security, lighting, sound, and information technology consultants and furniture, fixture and equipment planning, coordination and recommendations, and any other disciplines required to provide complete A/E design services for a ready to occupy Park Maintenance Facility. These services shall be included in the A/E Team's scope by either in-house specialists or consultants.

The Architect shall record and submit meeting minutes to all designated City personnel and their agents for all design related meetings in a timely manner.

The Design Team should be prepared to make a public presentation to the Governing Body at each major phase of the design process so as to provide information and accept input and guidance. The firm shall prepare budget estimates for each major design phase certifying that the design is within budget.

The Architect and its subcontractors shall utilize Building Information Model (BIM) technology at a minimum to illustrate space planning and building flow to the City staff and department end users, during presentations to the Governing Body at each major phase of design, and used in collaboration between the Architects team to include all the Architects Engineers and consultants in an effort to coordinate design activities, identify and resolve conflicts between building infrastructure, building systems and building components.

The Design Team will file the appropriate applications with the City's Planning department for the preliminary and final plats and plans and will attend and present the plans and plats to the Planning Commission and Governing Body as required by the Leawood Development Ordinance.

The project will consist of seven phases. The exact scope for each phase includes, but is not limited to the following:

A. PRE-DESIGN SERVICES

1. Architect is required to attend all design meetings and ensure that consultants attend any and all meetings in which consultants discipline will be discussed.
2. Conduct a pre-design Charrette with designated City personnel and their agents to establish a mutual understanding of the project requirements.
3. Establish a schedule for Pre-design, Schematic, Design Development and Construction Document design phases to include percent complete durations for Design Development and Construction phases. Work with the designated City personnel and their agents to establish a schedule for the Bidding Phase. Schedules for the Construction and Project Closeout phases will be determined once a General Contractor has been selected.
4. A/E Team is to conduct a thorough visual survey of the Site and prepare documents to demonstrate as-built conditions to be used as a base line for the project.

B. SCHEMATIC DESIGN SERVICES

1. Develop schematic space plan for the facility and schematic site plans identifying, but not limited to:
 - (a) Building footprint and alternative building design
 - (b) Space planning, furnishings and finishes
 - (c) Parking areas
 - (d) Traffic flow
 - (e) Landscaping
 - (f) Utility infrastructures and proposed easements
 - (g) Property boundaries
 - (h) Topographical surveys
 - (i) Storm water detention and/or treatment
 - (j) Site lighting photometric
 - (k) Roadway improvements
2. Provide outline specifications.
3. Design Team will make a public presentation of the schematic design to the City's Governing Body.

C. DESIGN DEVELOPMENT SERVICES

1. Architect is required to attend all design meetings and ensure that consultants attend any and all meetings in which consultants discipline will be discussed.
2. Continue development of schematic phase documents and base drawings to design development level documents for submittal to designated City personnel and their agents for review.
3. A/E shall prepare budget estimates for this phase [to include construction and furnishings] certifying that the design is within budget.
4. Develop alternates as required to allow options to keep project within budget.
5. Provide value engineering recommendations and solutions if budget constraints are exceeded.
6. Design Team will make a public presentation of the completed design development design to the City's Governing Body.

D. CONSTRUCTION DOCUMENT SERVICES

1. Architect is required to attend all design meetings and ensure that consultants attend any and all meetings in which consultants discipline will be discussed.
2. Coordinate with designated personnel of the City and their consultants to integrate all security and information technology systems.
3. Design Team will make a public presentation of the completed construction documents to the City's Governing Body.
4. Make final revisions to construction documents incorporating any input from City's Governing Body.
5. Provide documents that are fully coordinated with each design discipline including information provided by contractors and consultants under direct contract with the City for the City of Leawood to advertise for construction bids and permit submission.
6. Provide final construction estimate.
7. Provide value engineering recommendations and solutions if budget constraints are exceeded.
8. All drawings and specifications shall be signed by Kansas licensed Architect and Engineer and submitted to the City's Codes and Permits Department.
9. A/E Team shall coordinate and respond to City Codes Department comments in such a manner that produces the required project permits.

E. BIDDING ADMINISTRATION SERVICES

1. Conduct Pre-bid meeting with General Contractors and Subcontractors.
2. Respond to Contractor's questions with written Addendum.

F. CONSTRUCTION ADMINISTRATION SERVICES

1. Attend bid openings, pre-bid meetings, pre-construction meetings and prepare agenda.
2. Participate in Teaming sessions during the course of the contract.
3. Respond to Requests for Information (RFI) and other inquiries from the field.
4. Prepare and issue Architectural Supplemental Instructions (ASI) as required.
5. Prepare design changes to the work initiated by the City of Leawood.
6. Review and approve submittals, shop drawings, substitutions and change orders.
7. Attend onsite construction meetings and weekly coordination meetings.
8. Conduct site observations as required to ensure materials and quality are compliant with the contract documents
9. Review and approve contractors pay applications and submit to city with recommendations to process payment.

G. PROJECT CLOSE-OUT SERVICES

1. Preparation of detailed punch list documenting on-site conditions and items of non-compliance.
2. Review of O&M manuals for compliancy with the contract specifications.
3. Obtain redline drawings from contractors and prepare final Record Drawings as a Reimbursable Expense.

SUPPLEMENTAL SCHEDULE "A"

SCOPE OF ADDITIONAL ENGINEERING AND SPECIALTY CONSULTANT SERVICES

In addition to the basic predesign, schematic design, design development, construction document, bidding administration and construction administration services included in Schedule A, PGAV will provide the following Additional Engineering and Specialty Consultant Services.

A. Site Surveying Services

- a. Minney Surveying Inc. will provide site survey services including;
 - i. Boundary Survey & Re-Plat for project limits described in attached proposal, reference aerial photo attached of approximately 6.4 acres.
 - ii. Topographic & Utility Survey of project limits above.
 - iii. Site survey work related to CLOMR-F and final LOMR-F applications refer to FEMA Flood Map Revision services below.
- b. PGAV will manage the site survey procurement process.
- c. Minney Surveying's scope of services is described in the attached August 17, 2020 letter proposal from Minney Surveying.

B. Geotechnical Investigation Services

- a. Terracon Consultants Inc. will perform site geotechnical investigation services including:
 - i. Field exploration of 24 borings at a planned boring depth of 20 feet or auger refusal.
 - ii. Laboratory testing services including project engineer's review of field data and laboratory tests.
 - iii. Preparation of written recommendations regarding the following items:
 1. Earthwork considerations including site preparation, fill materials and compaction requirements
 2. Design and construction considerations for shallow foundations; including allowable bearing pressure and minimum frost depth; estimated settlement will be based on index properties of the soil and published correlations with consolidation properties
 3. Lateral earth pressure parameters and drainage recommendations for below-grade walls and retaining walls
 4. Subgrade preparation considerations for grade supported floor slabs and pavements
 5. Opinions of minimum pavement thickness
 6. Seismic site class according to International Building Code (IBC)
- b. PGAV will manage the geotechnical investigation procurement process.
- c. Terracon Consultant's scope of services is described in the attached July 28, 2020 letter proposal from Terracon.

C. FEMA Flood Map Revision Services

- a. UHL Engineering will prepare modeling and documentation for modifications to FEMA designated floodplain pursuant to FEMA instructions. The application process shall include the Parks and Recreation site independently of the Public Works site which will be submitted under separate contract; an as-built survey shall be submitted at the completion of grading for the Parks and Recreation site. Placement of fill material for the Parks and Recreation Site will be included in the general contractor for construction.
- b. As noted above, Minney Surveying will perform survey work related to CLOMR-F and final LOMR-F applications and will prepare documentation to support CLOMR-F and LOMR-F applications.
- c. PGAV will manage the FEMA Floor Map Revision process

D. Irrigation Design

- a. Industrial Sales Company, Inc. will provide full design or irrigation system including the following g tasks:
 - i. Design Development Plans: We will identify the areas to be irrigated and discuss the irrigation method to be used in each of the areas. (turf rotors or sprays, drip, shrub sprays). We will make recommendations for the irrigation tap size, tap location and backflow prevention device. We will identify the type and model of the irrigation controller and all associated equipment needed to provide communication to the City's existing irrigation central control system.
 - ii. ISC will prepare completed irrigation construction documents to be included with PGAV bid documents to include irrigation design, plan notes, material schedules, valve schedules, details and written specifications. The irrigation design will provide all information needed for the irrigation contractor to install the equipment needed to connect with the City's irrigation central control software system. This proposal assumes potable City water will be used for the irrigation. These fees do not include the use or design of non-potable water sources, cisterns, or irrigation pump systems. The plans and details will be sealed by a licensed Landscape Architect.
 - iii. ISC will attend one in person project meeting.
 - iv. ISC will review and process shop drawings.
 - v. ISC will provide one CA site visit.

E. Telecommunication/Data Services

- a. Henderson Engineers will provide design, bidding administration and construction administration and close out services for building telecommunications systems including:
 - i. Inter-building cabling within the site, both conduit and pathways. (Fiber will connect to Public Works site.)
 - ii. VOIP phone system infrastructure. Phones and headend active components to be provided by the Owner.
 - iii. Structured cabling to support telecom, data, Wi-Fi, AV and Security Systems

- b. PGAV will manage and coordinate the integration of telecommunication/data systems.

F. Electronic Security Systems

- a. Henderson Engineers will provide design, bidding administration and construction administration and close out services for building and site electronic security systems including:
 - i. Video surveillance system design including camera placement and specification for both site and critical interior locations.
 - ii. Access control systems for buildings and secure areas including coordination of intercom systems for site gate(s) and access permissions.
 - iii. Coordination with existing Genetec system
 - iv. Coordination of cabling and pathways
 - v. Design excludes exterior perimeter site intrusion detection devices.
- b. PGAV will manage and coordinate the integration of electronic security systems.

G. Audio Visual Systems

- a. Henderson Engineers will provide design, procurement assistance and installation observation services for audio visual systems. AV systems procurement documents (drawing and specs) will be prepared for competitive bid and will be purchased by the Owner outside the general construction contract. AV Systems services will include:
 - i. Engaging the Owner in open AV discussion to determine needs and outline desired AV solutions. For the purpose of this proposal a baseline AV systems scope is anticipated to include: Visual projection and audio system for crew ready room/training room and conference rooms and informational display building entrance lobby.
 - ii. Preparation of recommendations for AV systems equipment and capabilities
 - iii. Preparation of an AV systems cost estimate
 - iv. Preparation of AV systems procurement documents
 - v. Assisting the City's procurement office with solicitation and award of competitive bids from qualified AV equipment and systems installers.
 - vi. Observation of AV systems installation to confirm general compliance with contract documents.
- b. PGAV will manage and coordinate the integration of audio-visual systems.

H. Site Monument Sign

- a. The PGAV team will provide design, bidding administration, construction administration and close out services for (1) site monument sign at the entrance to the Parks and Recreation/Public works campus.

- I. Furniture, Fixtures and Equipment (FFE) Specification and Procurement Services**
 - a. PGAV Architects will provide FFE design, documentation, procurement assistance, and installation observation services. FFE procurement documents (drawing and specs) will be prepared for competitive bid and will be purchased by the Owner outside the general construction contract.
 - i. The project scope includes furniture and equipment selections for the Parks Maintenance Facility, including the following space types:
 1. General Office and Support Spaces
 2. Conference and Meeting Spaces
 3. Show Up / Training Spaces
 4. Break Room
 - b. WRA will provide recommendation and procurement specifications for maintenance and storage equipment items to be procured by the City of Leawood.
 - i. The project scope includes equipment selections for the Parks Maintenance Facility, including the following space types:
 1. Shops and Work Shops (material shelving, work benches etc.)
 2. Wash station
 - c. Furnishings and equipment will be coordinated with the specified architectural finishes and the design intent established for each program element and will build on preliminary input received from the various user groups through the building programming and design process, providing design continuity to ensure the City's needs are addressed.
 - d. FF&E Scope excludes inventory and planning services for re-use/relocation of existing furniture.
 - e. Equipment to be relocated requiring utility coordination (i.e. power) will be inventoried during the pre-design phase and incorporated into the plans.
 - f. Furniture Budget
 - i. Per our understanding of the program requirements and recent experience with similar projects, we believe it is feasible for the City to furnish the building with an FF&E budget of \$175,000 to \$200,000. Throughout the furniture design process, we will assist the City in prioritizing selections in order to maximize value in alignment with available funding.
 - g. Furniture Scope of Work
 - i. Phase One – Program Validation / Design Phase
 1. Develop programmatic requirements for furniture based on City stakeholder input.
 2. Research available furniture within current negotiated contracts to identify project procurement methods.
 3. Identify Workstation and Office Types
 4. Prepare and present preliminary basis-of-design furniture options based on available budget, program requirements, and coordination with the architectural design.
 5. Prepare furniture placement floor plan and layouts.

6. Meet with City Parks staff to refine and confirm FF&E plan layouts.
 7. Prepare updated cost estimate
 8. Coordinate local showroom or installation site visits. (includes visits to three showrooms)
 9. Prepare and present furniture finishes coordinated with surrounding construction finishes for preferred vendor systems
 10. Verify power and data rough in requirements for selected furniture.
 11. Includes meetings and local site visits with City staff to coordinate requirements.
- ii. Phase Two – Documentation
 1. Finalize selection of FF&E options.
 2. Finalize plan location of furniture and coordinate equipment with power and data sources with the MEP engineers.
 3. Prepare FF&E procurement plans and specification narratives for vendor pricing.
 4. Submit documentation for City of Leawood review and approval.
 5. Includes meetings with City Parks staff to coordinate requirements.
 - iii. Phase Three – Procurement Assistance
 1. Assist City with clarifications and questions during bidding. Note that this proposal assumes that City of Leawood Purchasing will administer the bid and will forward requests for clarification to the design team for review and response.
 2. Assist City with bid evaluations and make recommendations for bid award.
 - iv. Phase Four – Contract Administration
 1. Review purchase orders and shop drawings from selected furniture vendor(s) to confirm design intent.
 2. Assist City with coordination of FF&E delivery and installation schedule.
 3. Coordinate punch list walk-through with vendor(s) and City Parks staff. Prepare FF&E punch list and follow up on punch list items to confirm resolution.

J. Solar/PV Design

- a. Henderson will coordinate and design a solar/photo voltaic system integrated into the roof of the final building design. Henderson will work with Owner to evaluate potential system options and rough order of magnitude costs in the pre-design phase.

K. Permanent Lube/Oil Equipment Design

- a. Henderson will design a fully integrated lube/oil system into the garage maintenance area including specification of reels, pumps, distribution piping, and tanks associated with the system.

End of Supplemental Schedule "A"

August 17, 2020

PGAV Architects
1900 W 47th Place, Suite 300
Westwood, KS 66205

RE: City of Leawood Parks & Recreation Facility
14301 Overbrook Road
Leawood, KS

I am pleased to provide you a surveying services proposal for the City of Leawood facility located at 14301 & 14303 Overbrook Road and 1901 West 143rd Street in Leawood, Kansas. It is my understanding that a new Parks & Recreation Facility is planned for the site.

Scope of Services

Limits of Survey: The limits of the topographic and utility survey includes the area outlined in red on the attached aerial photo, approximately 6.4 acres. The limits of the boundary survey and re-plot includes the Parks & Recreation sites (Lot 26 and 27 of Bi-State Business Park) and the Public Works site (Lot 1 of Leawood Public Works Facility).

- 1) Provide the following services for the project limits listed above:
 - a. Provide a boundary survey and Re-Plat for the project limits listed above:
 - i. Locate sufficient property corners to establish the location of the existing property lines.
 - ii. Prepare a plat to consolidate the three existing parcels into one parcel, process through agency approval. Costs for agency fees are not included in this proposal.
 - iii. Set property corner monuments at all angle points of the exterior boundary of the property.
 - b. Provide a topographic survey for the project limits listed above:
 - i. Locate cross sections of all streets at a maximum of 50 foot intervals.
 - ii. Locate existing buildings and measure finished floor elevations at each entrance to the building.
 - iii. Locate all fencing, bollards and retaining walls.
 - iv. Locate all trees over 12" in trunk diameter.
 - v. Locate the railroad tracks adjacent to the project site, identify low point.
 - vi. Locate spot elevations at a maximum of 50 feet intervals and at all grade breaks.
 - vii. Generate elevation contours at 1 foot intervals.
 - viii. Provide an AutoCAD drawing with the above information.
 - c. Provide a utility survey for the project limits listed above:
 - i. Locate all surface visible utilities and utility markings placed by Kansas One Call and Water One.

- ii. Location and structure elevations for sanitary sewer mains south and west of site.
 - iii. Locate the water line along the north and west lines of the site, and all fire hydrants within 100 feet of the site.
 - iv. Locate stormwater structure elevations for structures located along Overbrook Road and 143rd Street, and locate stormwater culverts discharging southeast of the project site.
 - v. Locate the overhead transmission lines and provide elevations of the lines.
 - vi. Locate the gas main along the east line of the project site.
 - vii. Locate the fiber main.
 - viii. Location, size, depth, and pressure of water and gas mains, central steam, and other similar utilities such as buried tanks and septic fields.
 - ix. Location of fire hydrants available to the Property and the size of the main serving each.
 - x. Location, elevation, and characteristics of power, cable television, fiber optics, street lighting, traffic control facilities, and communications systems above and below grade.
 - xi. Location, size, depth, and direction of flow of sanitary sewers, combination sewers, storm drains, culverts, and other drainage facilities; location of catch basins, cleanouts and manholes, and invert elevation of each.
 - xii. Name of the operating authority, including contact person and phone number, for each utility indicated above.
 - xiii. Source of information for each utility shown, such as existing survey or record documents from utility company, and whether the utility location has been verified.
- d. Provide documentation to support an application to remove a portion of the Parks & Recreation site from the existing flood zone:
- i. Plot existing flood zone boundaries based on topographic information.
 - ii. Provide all information required to support the CLOMR-F application, including a legal description and exhibit map of the portion of the property to be removed from the flood zone. The CLOMR-F is the initial application to gain approval for the proposed fill within the existing flood zone.
 - iii. Provide an As-Built survey to support the final LOMR-F application for the Parks project. The LOMR-F is the final application to remove a portion of the property from the flood zone, and is prepared when the grading has been completed according to the approved CLOMR-F.
- e. The project control will be based on the Johnson County Horizontal and Vertical Control datums, and will be in US Survey Feet (Imperial Units). The Johnson County Control datum and the FEMA mapping are on identical datums. The topographic survey will be drawn at a scale of 1 inch = 20 feet.

The above described services will be performed for a fixed fee of **\$13,200**. The total fee is broken down as follows:

- Boundary Survey & Plat-\$5,500
- Topographic & Utility Survey of Parks & Recreation Site-\$5,200
- Work related to removal of a portion of the Parks & Recreation site from the flood zone-\$2,500

Any additional work required will be charged at standard hourly rates, only with prior approval of client.

Invoices shall be submitted by Minney Surveying on a monthly basis, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the invoice date. If payment in full is not received by Minney Surveying within thirty (30) days of the invoice date, invoices shall be Subject to a late charge of one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice date. Minney Surveying may suspend services for lack of timely payment, and if the account remains unpaid for up to 90 days, Minney Surveying may cause a mechanics lien to be filed of the subject property on or around the 90th day of the unpaid account.

We appreciate the opportunity to provide this proposal. If you have any questions concerning this proposal, please do not hesitate to contact me at (913) 766-5141.

Respectfully submitted,



Anne M. Smoke, PLS
Principal Surveyor



July 28, 2020



PGAV Architects
1901 W 47th Pl, Suite 300
Westwood, Kansas 66205

Attn: Ms. Jennifer Goeke
P: (913) 362 6500
E: Jennifer.goeke@pgav.com

Re: Proposal for Geotechnical Engineering Services
Leawood Parks Maintenance Building
1901 W. 143rd Street
Leawood, Kansas
Terracon Proposal No. P02205217

Dear Ms. Goeke:

We appreciate the opportunity to submit this proposal for geotechnical engineering services to PGAV Architects (PGAV) for the referenced project. The following are exhibits to the attached Agreement for Services.

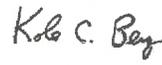
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

Terracon will perform the scope of services described in this proposal for a lump sum fee of **\$20,000**. Please refer to Exhibit C for more details of our fees and consideration of additional services.

To authorize us to proceed with the scope of services described in this proposal, please sign the attached Agreement for Services and return it via email (mohamad.ibrawish@terracon.com) or mail. If you have any questions about this proposal, please contact us. This proposal is valid only if authorized within sixty days from the listed proposal date.

Sincerely,
Terracon Consultants, Inc.


Mohamad (Mig) A. Ibrawish, P.E.
Geotechnical Department Manager


Kole C. Berg, P.E.
Senior Engineer

Terracon Consultants, Inc. 15620 W. 113th Street Lenexa, Kansas 66219
P (913) 492-7777 terracon.com

Environmental

Facilities

Geotechnical

Materials

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by PGAV and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team verify this information before we mobilize to perform our field exploration.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 1901 W. 143rd Street in Leawood, Kansas. Latitude/Longitude: 38.868° N, 94.608° W (approximate)
Existing Improvements	Lawn area
Current Ground Cover	Lightly-vegetated
Existing Topography	Relatively flat
Site Access	We expect the site, and all boring locations, are accessible with our track-mounted drilling equipment.
Expected Subsurface Conditions	Terracon has extensive experience in the project area. Based on our experience in this area, we expect subsurface conditions at the project site will consist of approximately 15 to 20 feet of clay soils underlain by bedrock strata.

Planned Construction

Item	Description
Proposed Structure	The project includes several single-story buildings with footprints of about 5,000 to 16,000 square feet. The buildings will be slab-on-grade (non-basement). The type of construction is not known at this time, but we expect the buildings will be steel-framed and/or load-bearing masonry. The total number and locations of these buildings are not known at this time, but we understand that a more comprehensive plan will be available within 60 to 70 days.
Finished Floor Elevation	The FFE's of the structures was not provided. We anticipate the FFE will be within ±3 feet of existing grades.

Item	Description
Maximum Loads	Anticipated structural loads for the new buildings were not provided. Based on our experience with similar structures, we have considered the following maximum loads: <ul style="list-style-type: none">■ Columns: 100 kips■ Walls: 5 kips per linear foot■ Slabs: 100 pounds per square foot
Grading/Slopes	A site grading plan was not provided. We have considered no more than 3 feet of cut and/or fill will be required to develop final grades.
Below-Grade Structures	Inspection pits and loading dock walls are anticipated
Pavements	No information regarding anticipated vehicle types, axle loads, or traffic volumes was provided. We anticipate the pavements will be utilized primarily by passenger vehicles (cars, pickup trucks, SUV's) with occasional panel delivery trucks and trash collection trucks and snow removal vehicles.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

PGAV requested the following boring locations and we suggested the depths based on our experience:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
24 ²	20 or auger refusal	Within the proposed building areas and pavement areas

1. Borings will be advanced to the proposed depths unless practical auger refusal occurs at shallower depths. No rock coring will be performed.
2. Final number and depths of borings may vary depending on the final number and locations of the buildings

Site Access and Utility Locates: Terracon must be granted access to the site by the City of Leawood (the City). If PGAV accepts this proposal, we will consider that PGAV has obtained authorization from the City for Terracon to access the property and conduct the field exploration. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Terracon will contact the Kansas One-Call System to locate utilities in public easements. Location of private utility lines is not included in the One-Call locate. The City should locate and mark all private utilities before we mobilize to perform the field exploration. Please provide the name and contact information for a City representative who can locate/mark private utilities, meet with our drill crew when we arrive at the site, and review/approve our planned boring locations before we begin drilling. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others. The detection of underground utilities is dependent upon the composition and construction of the line of interest. Utilities detectable with standard line location techniques include most continuously connected metal pipes, cables/wires or non-metallic utilities equipped with tracer wires. Utilities composed of non-electrically conductive materials such as polyvinyl chloride (PVC), fiberglass, vitrified clay, and metal pipes with insulated connection may not be readily detected. If the City is aware that such utilities are present, please notify us. The owner should also provide Terracon all available utility drawings for the site.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal precision of ±20 feet. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Proposal for Geotechnical Engineering Services

Leawood Parks Maintenance Building ■ Leawood, Kansas

July 28, 2020 ■ Terracon Proposal No. P02205217



Subsurface Exploration Procedures: We will advance the exploratory borings with a track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Soil samples will be obtained using thin-wall tube and/or split-barrel sampling procedures. Four samples will generally be obtained in the upper 10 feet of each boring, and samples will be obtained at depth intervals of approximately 5 feet thereafter. If we encounter bedrock or refusal-to-drilling conditions shallower than the planned depth, the borings will be terminated. We will transport the samples to our laboratory for observation, testing, and classification.

Our drill crew will prepare field boring logs, which will include sampling depths, visual classifications of materials encountered during drilling, and the drill crew's interpretation of subsurface conditions between samples. Ground water observations will also be recorded during drilling operations.

Our field crew will backfill the boreholes with auger cuttings after completion of drilling. Excess auger cuttings will be disposed of on the site by spreading in the area of each boring. Because backfill material often settles below the surface after a period of time, the site owner should observe the boreholes periodically and backfill them, if necessary. Terracon's scope of services does not include any responsibility for future maintenance or backfilling of the boreholes.

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our services, some disturbance, such as rutting of the ground surface, may occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

Safety

We have not been advised by our client of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope is based on standard OSHA Level D Personal Protection Equipment (PPE) (e.g., hard hats, safety glasses, gloves, and steel-toed boots). Our scope of services does not include any level of environmental site assessment services. If environmental PPE or special borehole backfilling/sealing procedures become necessary, we will terminate the exploration and discuss revisions to our scope and fee with you before we commence further drilling.

Laboratory Testing

The project engineer will review field data and assign laboratory tests. Based on our understanding of the project, assigned tests may include the following.

- Water content
- Dry unit weight

- Atterberg limits
- Unconfined compressive strength

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the material's texture and plasticity, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The report will contain a description of the project, a summary of the drilling, sampling, and testing procedures, boring logs, and laboratory test results. The report will provide geotechnical recommendations regarding the following items:

- Earthwork considerations including site preparation, fill materials, and compaction requirements
- Design and construction considerations for shallow foundations, including allowable bearing pressure and minimum frost depth; estimated settlement will be based on index properties of the soil and published correlations with consolidation properties; consolidation tests are not planned
- Lateral earth pressure parameters and drainage recommendations for below-grade inspection pit walls and loading dock walls
- Subgrade preparation considerations for grade-supported floor slabs and pavements
- Opinions of minimum pavement thicknesses
- Seismic site class according to the International Building Code (IBC)

Your project will be delivered using our **GeoReport®** system. Upon initiation, we will provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When our services are complete, we will upload a printable version of our completed geotechnical engineering report. The staged submittals, records of collaboration communications, and the report will be maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the scope of services described above, the following services are often associated with geotechnical engineering services. Fees for services described above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, earthwork, foundations, and pavements. Upon completion of our review, we will issue a letter that summarizes our opinions related to the consistency of the plans and specifications with respect to our geotechnical engineering recommendations.

Observation and Testing of Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced boring locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations and perform/document associated materials testing during site preparation, earthwork, and construction of foundations, slabs, and pavements. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, and Geotechnical Report	\$20,000¹
¹ Depending on the final number of buildings, final building locations, and final planned site layout, we will review this scope and fee and provide PGAV with an updated budget, if needed.	

Additional services not part of the lump sum fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	\$350/hour	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	
¹ If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are composed of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.		

If we encounter conditions that will require a revision of our scope of services or will result in substantially greater costs, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at \$140 per hour for a Project Engineer and \$190 per hour for a Senior Engineer.

Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	2 days
Drilling Completion	2 weeks
Geotechnical Engineering Report	4 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

SCHEDULE "B"
ADDITIONAL SERVICES FEE SCHEDULE
HOURLY BILLING RATES

* **Rate includes local travel and miscellaneous survey supplies.** Adjustments to these rates are made on a calendar year basis, are rounded to the nearest whole dollar and average about 5% per year or the increase in the CPI rate, whichever is greater.

SCHEDULE "B"

ADDITIONAL SERVICES FEE SCHEDULE

Additional Engineering & Specialty Consultant Services

The Addition Engineering & Specialty Consultant Services included in Supplemental Schedule "A" will be invoiced monthly as outlined below:

*A.	Site Survey	\$ 11,770
*B.	Site Geotechnical Investigation	\$ 22,000
*C.	FEMA Flood Plain Map Revision	\$ 27,270
**D.	Irrigation Design	\$ 4,500
**E.	Telecomm/Data Design	\$ 10,080
**F.	Electronic Security	\$ 11,760
**G.	Audio/Visual Systems	\$ 13,800
**H.	Site Monument Sign Design	\$ 5,400
***I.	FFE Design, Procurement & Install	\$ 33,740
**J.	Solar/PV Design	\$ 10,000
**K.	Permanent Lube/Oil Equipment Design	\$ 8,000
Additional Services Total		\$158,320

*These services shall be paid upon completion for each scope of work.

** These services shall follow the payment schedule outlined in Section II-Compensation of the Architectural Services Agreement and shall be in alignment with each phase of the project.

*** FFE services shall be paid upon completion for each phase of work. Refer to Schedule C for anticipated FFE schedule.

Standard Hourly Billing Rates Effective January 2020

Any additional services added to this agreement will be negotiated using the following hourly billing rates.

PECKHAM GUYTON ALBERS & VIETS, INC.

Principal	\$ 200.00
Vice President	\$ 175.00
Senior Project Manager/Designer	\$ 165.00
Project Manager	\$ 155.00
Project Architect/Designer	\$ 140.00
Architect/Designer I	\$ 125.00
Architect/Designer II	\$ 115.00
Intern/Draftsman	\$ 75.00
Administrative	\$ 65.00

WRA

Ron Hilton	\$ 200.00
Ryan Seymore	\$ 145.00
Tyler Sheldon	\$ 75.00

HENDERSON ENGINEERS

Principal	\$ 190.00
Department Director	\$ 170.00
Senior PM/Engineer/Designer	\$ 160.00
Lead PM/Engineer/Designer	\$ 140.00
Engineer/Designer III	\$ 130.00
Engineer/Designer II	\$ 115.00
Engineer/Designer I	\$ 105.00
Site Observation Specialist	\$ 105.00
BIM/CADD Technician	\$ 80.00
Administrative Specialist	\$ 80.00

KH ENGINEERING GROUP, PA

Principal	\$ 165.00
Sr. Structural Engineer	\$ 139.00
Structural Engineer	\$ 123.00
Engineer in Training	\$ 100.00
Senior CADD Technician	\$ 85.00
CADD Technician	\$ 72.00
Administrative Specialist	\$ 60.00

UHL ENGINEERING INC.

Principal	\$ 175.00
Professional Engineer	\$ 135.00
Design Engineer	\$ 125.00
CAD Technician	\$ 115.00
Construction Inspector	\$ 95.00
Administrative	\$ 65.00

INDUSTRIAL SALES COMPANY, INC.

Irrigation Designer/Landscape Architect	\$ 125.00
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MINNEY SURVEYING

Clerical/Support Staff	\$ 80.00
Drafter I	\$ 90.00
Survey Technician	\$ 120.00
Licensed Land Surveyor	\$ 143.00
Principal	\$ 245.00
Survey Crew – 1 Man*	\$ 184.00
Survey Crew – 2 Man*	\$ 205.00
Survey Crew - 3 Man*	\$ 220.00

* Rate includes local travel and miscellaneous survey supplies.

TERRACON

Professional Staff

Senior Engineering Consultant	\$ 190.00 /hr
Senior Engineer	\$ 165.00 /hr
Project Engineer	\$ 140.00 /hr
Staff Engineer	\$ 110.00 /hr
Field Engineer	\$ 80.00 /hr
Data reduction/stratification of boring logs	\$ 90.00 /hr

Terracon Field Exploration

Boring, Layout, utility coordination	\$ 140.00 /hr
Pavement Cores	\$ 75.00/each
Mobilization of pavement core rig	\$ 250.00
Mobilization of drill rig and crew	\$ 450.00
Soil drilling and sampling in soil	\$ 15/foot
Auger drilling in shale or hard rock (surcharge)	\$ 9.35/foot
Rig mileage	\$ 5/mile
Support Truck Mileage	\$ 1.25/mile
NX Core drilling in hard rock	\$ 45/foot

Terracon Laboratory Tests

Hydrometer	\$ 138/each
Moisture content	\$ 8/each
Atterberg limits	\$ 50/each
Unconfined compression – soil	\$ 45/each
Unconfined compression – rock	\$ 50/each
Dry unit weight	\$ 10/each
Swell	\$ 250/each
Proctor	\$ 150/each
Hydraulic Conductivity	\$ 270/each
Asphalt extraction/gradation	\$ 150/each
Marshall density	\$ 100/set (3)
Marshall stability	\$ 135/set (3)
3-point Marshall curve	\$ 750/set (3)

End of Schedule "B"

SCHEDULE "C"

SCHEDULE FOR ARCHITECT/ENGINEER SERVICES

Date:

Pre-design services

Schematic Design Services

Design Development

Plan Approval Process

Construction Documents

Bidding

Notice to Proceed

SCHEDULE "C"

SCHEDULE FOR ARCHITECT/ENGINEER SERVICES

Project Design & Construction Schedule

PGAV will work with the City to refine and finalize the project design, bidding and construction schedule in the Predesign Phase. The following preliminary milestone schedule identifies targeted design and construction completion dates.

Phase/ Task:	Target Date:
Pre-design Services	Complete by October 26, 2020
Schematic Design Services	Complete by December 7, 2020
Development Plan Approval Process	Complete by January 1, 2021
Design Development Services	Complete by February 1, 2021
Construction Documents	Complete by June 15, 2021
Bidding & Award	Complete by September 15, 2021
Construction Start/Mobilization	October 1, 2021
Substantial Completion	Complete by August 1, 2022
Close Out	Complete by October 1, 2022

FFE Design, Procurement & Installation Schedule

The following preliminary FFE schedule will be confirmed with the City and coordinated with the project construction completion schedule.

Phase/ Task:	Target Date:
FF&E Programming & Design Phase	April - July 2021
FF&E Documentation	Complete November 2021
FF&E Procurement	Complete February 2022
FF&E Installation	Complete September 1, 2022

End of Schedule "C"

SCHEDULE "E"

City of Leawood-Parks Maintenance Facility

Preliminary Site and Building Program

The following program summary represents PGAV's preliminary understanding of the programmatic requirements for the City's Parks Maintenance Facility. The scope of the site and building program will be confirmed and refined with the City in the Predesign Phase of the project to align with the available construction budget.

Park's Staff and Crew Organization:

- Parks Administration & Supervisors: (4) FTE (*relocating from City Hall*)
 - 1 Receptionist/Office Assistant + 1 Extra seasonal space for intern
- Building & Infrastructure Crew: (1) Supervisor + (6) FTE + 1 Full time Park Attendant + 2 PT Permanent Park attendants
- Forestry & Horticulture Crew: (1) Supervisor +(7) FTE + (1) Seasonal staff
- Turf & Sports Field Crew: (1) Supervisor + (6) FTE + (4) Seasonal staff

Site Program:

- Approximate 4 acre project site
- On-site parking for ~27 City employees, with additional accessible parking for (3-4) visitors
- Site perimeter security fence and security gate(s) to Parks Maintenance facility grounds
- Internal roads and drives to support on-site movement of Parks' vehicles and equipment, including connections to the existing Public Works site .
- Vehicular roadway connections to Overbrook Street and 143rd Street.
- Site utility extensions to support the site and building program including electrical, water, gas and sanitary sewer.
- On-site storm water management.
- Site lighting
- Landscaping
- Onsite horticulture nursery consisting of an open area for care and staging of landscape planting materials include trees, shrubs, perennials and annuals.
- The existing 24" sanitary sewer main which crosses the southern edge of the project site will remain in place.

Administrative Office and Support Building:

Estimated 11,000 SF administrative staff building including but not limited to Park's administrative offices, office support areas, health assessment office, supervisors' offices, crew meeting/training room, staff lunch/break room, crew locker rooms and toilet facilities.

Area of Refuge for Windstorm Protection: The City has expressed an interest in incorporating a structurally hardened area of refuge for increased protection for Park's Maintenance and Public Works staff (estimated 70 person capacity) in a windstorm event. This area of refuge is not envisioned as fully compliant ICC 500 community shelter but rather a hardened space with reinforced masonry wall construction, reinforced concrete roof construction and reinforced FEMA rated 3 point latching systems for entry doors.

Maintenance Materials Storage and Workshops:

Estimated 4,400 SF of combined Park's maintenance storage and maintenance and repair workshop areas including but not limited to:

- Conditioned space for the storage of the Building and Infrastructure Crew's parks' buildings custodial supplies, general supplies and hand-held equipment and swimming pool supplies and maintenance equipment.
- Heated and ventilated (target 50 Deg. F +/- 5 Deg) "Workshop" space and material storage for
 - Small tools and equipment .
 - Ventilated carpentry workshop (with dust control) equipped with shop equipment including table saw, miter saw, belt sander, planer, joiner and drill press and hand tools etc. Materials storage including lumber and hardware storage.
 - Ventilated "painting area" for limited body work on lawn mowers/tractors, patch, paint and repair of fiberglass pool features, staining and sealing of park benches etc.
 - Ventilated metals workshop area for repair and metal fabrication work including mower blade grinding, drill press and welding station.
 - Compressed air system for pneumatic tools and equipment servicing

Vehicle, Equipment and Implement Storage:

Estimated 18,000 GSF (combination) of covered- heated-ventilated parks maintenance vehicle, equipment and implement storage, and covered only (non-heated) storage for tractors, trucks, mowers, blades, and misc. equipment and implements. An inventory and assessment of vehicles, equipment and implements will be completed in the Predesign Phase to inform recommendations for heated-ventilated storage space versus covered only, non-heated space. Vehicle, equipment and implement storage structures are envisioned as pre-engineered building metal buildings with foundation design and prescriptive structural and architectural criteria provided by PGAV for competitive bidding by pre-engineered metal building manufacturers. Development of recommendations for equipment lube/oil systems will be included in the Predesign Phase. Parks staff will perform fleet maintenance and repair to powered equipment (lawn mowers, tractors, skid loaders, brush chipper), small engines (chain saw, string trimmer etc.) however vehicle maintenance will be carried out by fleet mechanics at the existing Public Works facility.

Bulk Material Storage:

Bulk material storage bins will be covered but open-air access and may be organized as part of a shared bulk material storage yard with Public Works. Parks Department storage needs include but are not limited to playground mulch, landscape mulch, topsoil and gravel.

Vehicle and Equipment Wash Bay:

Estimated 2,400 SF enclosed vehicle and equipment wash building with raised platforms for ease of truck bed washdown. Facility will include pressurized wash systems, wands and devices, water, power, exhaust and wastewater systems infrastructure including trench drains and catch basins. Facility will include exterior blow-down area for turf maintenance equipment. Wash bay to be a heated only space with a target minimum temperature of 40-degree F. The all-season wash bay facility is envisioned as a joint use facility for Parks and Public Works.

Horticulture Greenhouse:

Estimated 2,800 SF pre-engineered/package unit type greenhouse for use in rearing and holding plants for Park's landscaping. Green house will be procured via performance specification, with structural foundation design and utility connections provided by PGAV.

Emergency Generator:

Emergency generator to support selected emergency power loads within the Park's maintenance facility complex.

END of Schedule "E"

RESOLUTION NO. 1391

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO ESTABLISH CRITERIA FOR EVALUATION OF PROFESSIONALS FOR THE PURPOSE OF DETERMINING RESPONSIBLE APPLICANTS FOR PROFESSIONAL SERVICES ASSOCIATED WITH PROJECTS OF THE CITY;

Whereas, the City of Leawood regularly enters into Professional Services Agreements for various City Projects within the City;

Whereas, it is the policy of the Governing Body to award City Professional Services Agreements to the most qualified applicant;

Whereas it is the desire of the Governing Body to see that Engineers and Architects performing work for the City provide a full measure of value in exchange for funds expended by the City and that in furtherance of this objective, Professional Services Agreements of the City are awarded to and performed by responsible Professionals;

Whereas, the Governing Body has determined that all Professionals performing Professional Services under contract with the City should be evaluated at the conclusion of their work;

Whereas the Governing Body has determined that a procedure should be established to evaluate Professional Services so as to assist the Director of Public Works in determination of responsible applicants for City projects;

Whereas the Governing Body has determined that it will consider evaluations of prior work of Professionals in determining responsible applicants for City Projects and that Requests for Proposals will be made only to responsible Professional Service Providers as determined by the Director of Public Works based on review of evaluations of prior work for the City;

NOW, THEREFORE, be it resolved by the Governing Body of the City of Leawood:

Section 1. Evaluation of Professional Services Applicants authorized. That the Governing Body of the City of Leawood does hereby authorize the Director of Public Works of the City to prepare and provide to the Governing Body evaluations of the work of all Professional services performing work under contract with the City.

Section 2. Criteria for evaluation established. In the evaluation of Professionals Services, the Director of Public Works shall consider the following criteria:

- A. Completion of work within the allotted time and within Total Fee.
- B. Consistency of work effort of the Professional.
- C. Quality of work performed by the Professional.
- D. Ability of the Professional to communicate and work with residents of the City.
- E. Cooperation of the Professional with City Staff, including but not limited to, time period a Professional takes to respond to a request of the project manager, contract administrator, construction inspector or the Director of Public Works.
- F. Responsiveness to correction of "punch list" items.
- G. Responsiveness to a direct request from the Public Works Director in matters where the Professional is required to take action to insure the safety of the public.
- H. Fairness and appropriate use of requests for change orders during the course of construction.
- I. Thoroughness of Specifications and Drawings.
- J. Construction Administration.
- K. Budget Compliance.

Section 3. Notification of evaluation to be included in Professional Services Agreements. All Agreements prepared by the City for design professionals performing work for the City shall contain provisions notifying applicants that work performed by the Professional will be evaluated and that said evaluations will be considered by the City in determining responsible applicants for future City projects.

Section 4. Evaluation Procedure. During the course of performance of Professional Services, the Director of Public Works shall monitor the work and prepare interim evaluations of the Professional's compliance with this resolution. Interim evaluations shall be provided to the Professional. On completion of the Professional's work the Director of Public Works shall prepare a final evaluation of the Professional's compliance with this resolution. On completion of and prior to submitting the final evaluation to the Governing Body, the Director of Public Works shall provide a copy of the final evaluation to the Professional for review and comment. On receipt of the Professional's comments, the Director of Public Works may revise the final evaluation and shall provide a copy of the revised final evaluation to the Professional. Any Professional disputing the final evaluation may appeal the evaluation to the Governing Body within thirty (30) days of notification of the final evaluation. On review and after consideration of such information as the Governing Body shall determine to be necessary to a fair review of the final evaluation and consistent with the requirements of due process, the final evaluation may be modified in a manner consistent with the findings of the Governing Body.

Section 5. Final evaluations to be considered in connection with solicitation of applicants for Professional Services. It is hereby established as the policy of the City that the Director of Public Works, in soliciting applicants for Projects shall consider said evaluation of prior work performed by a Professional and shall not request applications from such Professional for a period of one (1) year from the date of such unsatisfactory evaluation.

Section 6. Director of Public Works authorized to prepare additional forms and written procedures. The Director of Public Works is authorized to prepare such additional written forms and procedures as in his or her judgment as is necessary to effectuate the intent of this resolution.

Section 7. Take effect. That this resolution shall take effect and be in force from the date of passage by the Governing Body and approved by the Mayor.

PASSED by the Council the 23rd day of March, 1998.

APPROVED by the Mayor the 23rd day of March, 1998.

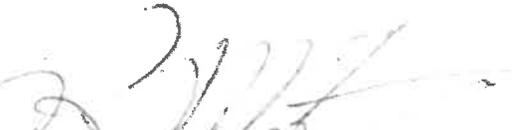
(SEAL)


PEGGY J. DUNN, Mayor

ATTEST:


MARTHA HEIZER, City Clerk

APPROVED AS TO FORM:


RICHARD S. WETZLER, City Attorney

Project: _____

Professional: _____

Evaluation Date								Average Final Score	Final Comments
A	Completion of Architectural drawings within allotted time and within total fee	0	0	0	0	0	0	0	
B	Consistency of work effort of the Professional	0	0	0	0	0	0	0	
C	Quality of work performed by the Professional	0	0	0	0	0	0	0	
D	Ability of Professional to communicate and work with residents of the City	0	0	0	0	0	0	0	
E	Cooperation of the Professional with City Staff including but not limited to time period a Professional takes to respond to a request of the project manager, contract administrator, construction Inspector or the Director of Public Works.	0	0	0	0	0	0	0	
F	Ability of the professional to navigate the planning and development process.	0	0	0	0	0	0	0	
G	Communication and cooperation of the architect and engineering team. (architect, civil engineer, mechanical/electrical/plumbing engineer, structural)	0	0	0	0	0	0	0	
H	Fairness and appropriate review of requests for change orders during the course of construction.	0	0	0	0	0	0	0	
I	Thoroughness of Specifications and Drawings.	0	0	0	0	0	0	0	
J	Construction Administration.	0	0	0	0	0	0	0	
K	Budget Compliance.	0	0	0	0	0	0	0	

Final Score 0

- *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 Professional to improve performance or correct deficiencies.
- 5 If evaluation shows acceptable performance, congratulate the Professional.

*For purposes of this Agreement: "Director of Parks and Recreation" is the designated Director

INSERT CERTIFICATES OF INSURANCE FORM AND ENDORSEMENT HERE



CERTIFICATE OF LIABILITY INSURANCE

10/18/2020	DATE (MM/DD/YYYY) 8/26/2020
------------	--------------------------------

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 OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

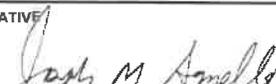
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Cincinnati Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER B: The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Cincinnati Casualty Company	28665	INSURER B: The Cincinnati Indemnity Company	23280	INSURER C: Lloyds of London		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED 1358040 Peckham Guyton Albers & Viets, Inc. 200 N. Broadway Suite 1000 St. Louis MO 63102															

COVERAGES PEGCU01 **CERTIFICATE NUMBER:** 16928130 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEVERABILITY CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y N	EPP0584708	7/24/2020	7/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y N	EPP0584708	7/24/2020	7/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	EWC0584709	7/24/2020	7/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Architects & Engr Professional	N N	LDUSA1900882	10/18/2019	10/18/2020	\$1,000,000 EACH CLAIM & IN THE ANNUAL AGG; \$75,000 DED. FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: EVIDENCE OF COVERAGE. THE CITY OF LEAWOOD IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 16928130 CITY OF LEAWOOD, KS 1901 W 143RD STREET 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 
---	---

August 20, 2020

Mr. Brian Anderson
Superintendent of Parks
City of Leawood, Kansas
4800 Town Center Drive
Leawood, KS 66211

Re: City of Leawood Parks Maintenance Facility
Architectural and Engineering Services Proposal

Dear Brian,

PGAV is pleased to provide this proposal for predesign, design, bidding and construction phase services and additional specialty consultant services for the City's new Parks Maintenance Facility. We look forward to working with you and the City of Leawood's project team.

1. PROJECT TEAM

- A. PGAV Architects Inc. – Programming /Design/Architect of Record/FFE/Signage
- B. WRA Inc. – Programming /Maintenance Facilities Specialty Consultants/FFE
- C. Henderson Engineers Inc. – Mechanical, Electrical, Plumbing, Fire Protection, Telecomm, Electronic Security and Audio-Visual Systems Consulting Engineers
- D. KH Engineers Inc. - Structural Engineering Consultants
- E. Uhl Engineering Inc. – Civil Engineering and Landscape Architecture Consultants
- F. Industrial Sales Company, Inc. – Irrigation Design
- G. Minney Surveying Inc. – Site Topographic and Utility Surveyors
- H. Terracon Consultants Inc. – Geotechnical Engineering Consultants

2. PROJECT OVERVIEW

The City intends to construct a new Parks Maintenance Facility on City owned property located at 1901 W. 143rd Street in Leawood. The ~ 4-acre project site is directly north of the City's existing Public Works facilities. A primary goal of the project is to provide modern facilities for the Parks Department while complimenting and enhancing the functionality and vehicular traffic flow for the Public Works facility. The City has established a total project budget of \$12,000,000. The estimated total construction budget is \$9,750,000. PGAV's understanding of the Parks Maintenance Facility site and building program requirements is described in **Schedule E - Preliminary Site and Building Program** of the Architectural Services Agreement. Detailed program requirements will be developed and confirmed in the Predesign Phase of the project. PGAV will assist the City in aligning the building and site development program with the available construction budget in the Predesign Phase.

FEMA Flood Map Revision

A portion of the proposed Park Maintenance Facility site and portions of the adjoining existing Public Works site lie in the 100 year flood plain. An existing floodway also bisects the existing Public Works site. As part of the Parks Maintenance Facility Project the City wishes to explore the feasibility of importing suitable fill to raise the topographic elevation of portions of the proposed project site above the 100 year FEMA flood plain elevation. The project includes application for a Conditional Letter of Map Revision Based on Fill (CLOMR-F) and application for a Letter of Map Revision Map Revision Based on Fill (LOMR-F)

3. OWNER ARCHITECT AGREEMENT

The services outlined in this proposal will be provided as per the terms and conditions of the City of Leawood's Architectural Services Agreement.

4. PROJECT DELIVERY

The project will be constructed using the traditional Design, Bid, Build construction delivery method. PGAV will assist the City in soliciting competitive cost proposals from qualified general contractors to construct the project.

5. SCOPE OF WORK

Basic Services:

The basic services scope of work is outlined in the Architectural Services Agreement and includes:

- A. Predesign services to confirm project scope, detailed program requirements and project scope/budget alignment.
- B. Basic architectural, structural, mechanical, plumbing, electrical, fire protection, civil engineering and landscape architecture; design, bidding administration, construction administration and close out services as outlined in the Architectural Services Agreement.
- C. Bidding & Construction Phase site visits including:
 - a. PGAV Architect's basic services scope includes a total of (25) site visits including (1) pre-bid conference, (20) site observation visits, (2) preconstruction conference visits, (1) punch list and (1) final inspection.
 - b. Henderson Engineer's basic services scope includes a total of (9) site visits including (1) pre-bid conference, (6) site observation visits (1) punch list and (1) final inspection.
 - c. Uhl Engineering's basic services scope include a total of (7) site visits including (1) pre-bid conference, (4) site observation visits, (1) punch list and (1) final inspection.

- d. KH Engineering 's basic services scope includes a total of (5) site visits including (1) pre-bid conference and (4) site observation visits
- e. WRA's basic scope of services includes (1) site observation visit prior to substantial completion.
- D. WRA's scope of services includes attendance at (2) programming meetings in Leawood in the Predesign Phase
- E. Preparation of one bid package for site and building construction.
- F. PGAV will assist the City with a method to pre-qualify general contractors and/or integration of pre-qualification requirements into the bidders' requirements.

Additional Services:

Refer to Supplemental Schedule "A" – Scope of Additional Engineering and Specialty Consultant Services for descriptions of the requested Additional Services listed below.

- A. Site Surveying Services
- B. Geotechnical Investigation Services
- C. FEMA Flood Map Revision Services
- D. Irrigation Design Services
- E. Telecommunications/Data Services
- F. Electronic Security Systems Services
- G. Audio Visual Systems Services
- H. Site Monument Signage Services
- I. Furniture Fixture and Equipment (FFE) Specification and Procurement Services
- J. Solar/PV Design
- K. Permanent Lube/Oil Equipment Design

6. PROJECT SCHEDULE

Refer to Schedule "C" – Schedule for Architect/Engineer Services for project delivery schedule. It is our understanding that September 1st, 2021 is the City's earliest construction start date based on project bond funding requirements.

7. COMPENSATION

A. Basic Services:

PGAV will provide the basic services outlined above including architectural, structural, mechanical, plumbing, electrical, fire protection, civil engineering and landscape architecture for a fixed fee of **\$807,500**. Basic service fees are allocated by discipline as follows:

PGAV Architects	\$ 432,180
WRA Facility Maintenance Consulting	\$ 55,940
Henderson Engineers - MEP& FP	\$ 143,750
KH Engineering- Structural	\$ 64,500
Uhl Engineering – Civil and Landscape Arch.	\$ 111,130
Total Fixed Fee – Basic Services:	\$ 807,500

Basic Services Billing Schedule:

PGAV will invoice for work completed each month on a percentage by phase basis as outlined in the Architectural Services Agreement.

B. Additional Services

PGAV will provide the additional services (A-H) as outlined above for a total fixed fee of **\$158,320**. Additional service fees are allocated as follows:

A. Site Surveying Services (Incl. Re-Plat)	\$ 11,770
B. Site Geotechnical Services	\$ 22,000
C. FEMA Flood Map Revision Services	\$ 27,270
D. Irrigation Design Services	\$ 4,500
E. Telecommunication/Data Services	\$ 10,080
F. Electronic Security Systems	\$ 11,760
G. Audio Visual Systems	\$ 13,800
H. Site Monument Sign Services	\$ 5,400
I. FFE Services	\$ 33,740
J. Solar/PV Design	\$ 10,000
K. <u>Permanent Lube/Oil Equipment Design</u>	<u>\$ 8,000</u>
Total Fixed Fee - Additional Services:	\$158,320

Additional Services Billing Schedule:

PGAV will invoice for additional services (A-G) work completed each month as outlined in **Schedule "B"** of the Architectural Services Agreement.

C. Total Combined Fixed Fee

PGAV will provide the basic and additional services outlined above for a total fixed fee of **\$965,820**. The total fixed fee is allocated as follows:

Basic Services	\$807,500
Additional Services	\$158,320
Total Combined Fixed Fee:	\$965,820

D. Other Additional Services:

Any supplemental additional services requested by the City will be added to this agreement by written amendment as outlined in the Architectural Services Agreement.

8. REIMBURSABLE EXPENSE ALLOWANCE

As outlined in the Architectural Services Agreement, reimbursable expenses including; Record Drawing preparation, transportation beyond fifty (50) miles of location of project, lodging for out of town travel, reproduction of contract documents for general contractor bidding, postage, shipping and handling of drawings, specifications and other project documents, and preparation of renderings, models and other costs authorized by the City are in addition to the fixed fees for basic and additional services and will be invoiced at cost. PGAV recommends a maximum allowance of **\$28,700** for reimbursable expenses. **\$10,300** of this allowance will be reserved for the preparation and submittal of Record Drawings.

9. ASSUMPTIONS AND CLARIFICATIONS

The following services are not included in PGAV's scope of services:

- A. Environmental studies and /or remediation
- B. Identification or abatement of any hazardous materials that may be present on site.
- C. LEED certification services
- D. Traffic studies
- E. Full time construction observation services
- F. Preparation of phased bid packages
- G. MEP systems commissioning services
- H. Preparation of professional presentation renderings or models
- I. Special inspections as required by the City of Leawood or the governing code authority
- J. MEP system third party peer review services
- K. Design of fully compliant ICC 500 community storm shelter. Basic services scope includes design of a storm hardened area of refuge room for a heightened level of windstorm protection.
- L. Relocation of the existing (deep- 24 inch) public sewer main which traverses the south edge of the Parks site.
- M. Relocation of public utilities
- N. Off-site utility improvements, including public improvements.
- O. Public street or road design
- P. Public street lighting or traffic signal design
- Q. Rezoning
- R. Project related application and permitting fees
- S. Construction staking
- T. Services made necessary due to default or insufficient work of the general contractor
- U. Solar hot water system design, wind power system design
- V. Extension of fiber optic service to the project site. It is our understanding that fiber will be extended to the Public Works site in advance of the construction start for the Parks Maintenance Facility.
- W. Survey and FEMA submission for public works site is not included in this proposal and will be covered under separate contract.

10. SUMMARY

Thank you for the opportunity to assist the City of Leewood with this important assignment. If you need additional information or have any questions, please don't hesitate to call.

Sincerely,

PGAV Architects, Inc.



Michael Schaadt, AIA LEED AP
Principal

cc: Jennifer Goeke, RA, Project Manager

Attachments:

1. Supplemental Schedule "A" – Scope of Additional Engineering and Specialty Consultant Services
 - a. Minney Surveying Inc. – August 17, 2020 Letter Proposal
 - b. Terracon Consultants Inc. - July 28, 2020 Letter Proposal
2. Schedule "B" – Additional Services Fee Schedule
3. Schedule "C" – Schedule for Architect /Engineers Services
4. Schedule "E" – Preliminary Site and Building Program

Staff Review

Fact Sheet

**SUBJECT: RESOLUTION APPROVING AND AUTHORIZING AGREEMENT WITH
CAMDEN WOODS HOMES ASSOCIATION
FOR THE 143rd STREET IMPROVEMENT PROJECT
WINDSOR TO OVERBROOK ROAD**

September 8, 2020

DISCUSSION

The Public Works Department is requesting the acceptance of a Resolution and Agreement between the City and Camden Woods Homes Association regarding the replacement of landscaping associated with the improvements of 143rd Street, between Windsor Street and Overbrook Road.

While in construction of the improvements, the areas of 143rd & Aberdeen and 144th & Kenneth had to be disturbed more than anticipated for the roadway construction. The City requested a cost analysis from our contractor and their price to restore what we felt was needed came to \$30,000.00. It was agreed to with the Camden Woods Homes Association through speaking with them to pay them directly and let them be in charge of the replacement landscaping. Previous payments in 2018 to Camden Woods were not for these areas.

The agreement outlines that Camden Woods will replace landscaping at the intersections of 143rd Street and Aberdeen and at 144th Street and Kenneth Road. The homes association will be responsible for on-going maintenance, repair and replacement of the improvements.

In this Agreement the City agrees to pay Camden Woods \$30,000 for the landscaping expenses.

The Public Works Department requests the approval of the Resolution and Agreement between the City and Camden Woods with a not to exceed payment to Camden Woods of \$30,000.00 for the landscape restoration.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Authorize Agreement

STAFF RECOMMENDATION

- For
 Against
 No position

COMMITTEE RECOMMENDATION

- For
 Against
 No position No Assignment

POLICY OR PROGRAM CHANGE

- No
 Yes

OPERATIONAL IMPACT

COSTS

\$30,000.00 (not to exceed)

FUND SOURCES

Capital Improvement Project 80129
80129

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$30,000.00 BETWEEN THE CITY AND CAMDEN WOODS HOMES ASSOCIATION, INC. REGARDING REPLACEMENT OF LANDSCAPING PERTAINING TO THE 143RD STREET IMPROVEMENT PROJECT, WINDSOR TO OVERBROOK [PROJECT # 80129]

WHEREAS, the City and Camden Woods Homes Association, Inc. wish to enter into an agreement to replace landscaping pertaining to the 143rd Street Improvement Project.

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 with the Camden Woods Homes Association, Inc., attached hereto as Exhibit "A", and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 8th day of September, 2020.

APPROVED by the Mayor this 8th day of September, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

AGREEMENT

This Agreement ("**Agreement**") is made and entered into effective as of _____, 2020 (the "**Effective Date**") by and between the City of Leawood, Kansas ("**City**") and Camden Woods ("**Camden Woods**").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Camden Woods will replace landscaping at the intersections of 143rd Street & Aberdeen and at 144th Street and Kenneth Road . After the Improvements are complete, CamdenWoods will:
 - a. Notify the City of the completion of the project; and
 - b. Be responsible for the ongoing maintenance, repair and replacement of the Improvements.
2. City will inspect the Improvements for compliance with City ordinances, requirements and regulations. If the Improvements do not meet the City's ordinances, requirements and regulations, then the City will work withCamden Woods and its contractor to reach compliance.
3. This Agreement shall not be transferred or assigned, in whole or in part, by either party without the prior written consent of the other party.
4. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Kansas.
5. This Agreement supersedes all prior agreements, if any, between the parties pertaining to the subject matter herein, and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally and may only be amended in writing.
6. The City shall not be liable for any costs or expenses regarding the Improvements not expressly stated herein.
7. Camden Wood's contractor shall obtain a R/W Permit at no cost. The contractor shall meet all R/W Permit requirements.
8. The City will pay Camden Woods Thirty-thousand Dollars (\$30,000) for replacement of landscaping outside of the areas identified for replacement on the 143rd Street (Windsor to Overbrook) Reconstruction Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF LEAWOOD

By: _____
Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

CAMDEN WOODS

By: Sonya G. Shore
SONYA G. SHORE
Its: Camden Woods Homes
Association President
Position
[Address/phone/email]
14300 Fairway Street
Leawood, KS 66224
913-681-5380

Staff Review

Fact Sheet

**SUBJECT: APPROVE RESOLUTION AND AGREEMENT WITH
PHOENIX CONCRETE & UNDERGROUND, LLC
FOR INSTALLATION OF A STREET ISLAND AT
BELL DRIVE AND IRONHORSE CIRCLE INTERSECTION
September 8, 2020**

DISCUSSION

The Public Works Department requests approval of a Resolution and Independent Contractor Agreement with Phoenix Concrete and Underground LLC for installation of a street island at Bell Drive and Ironhorse Circle intersection.

The contract price is \$8,425.06 and will be paid out of the 2020 Residential Mill and Overlay Budget. The location will be on Bell Drive at the north side of the intersection of Bell Drive and Ironhorse Drive (on the public street). Construction of a street island at this location will allow a Gate installation for the IRONHORSE GOLF CLUB which will occur in the Fall.

The Parks and Recreation Department is requesting the gate for security appointments to the Golf Club. Quotes were requested from two contractors and Phoenix Concrete gave the best price.

It is the recommendation of the Public Works Department that the City Council approves this agreement with Phoenix Concrete & Underground, L. L. C. and authorizes the Mayor to execute.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve Resolution and Agreement

STAFF RECOMMENDATION

- For
 Against
 No position

COMMITTEE RECOMMENDATION

- For
 Against
 No position No Assignment

POLICY OR PROGRAM CHANGE

- No
 Yes

OPERATIONAL IMPACT

N/A

COSTS

\$8,425.06

FUNDING SOURCE

Project 70028
2020 Residential Mill & Overlay Budget

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$8,425.06 BETWEEN THE CITY AND PHOENIX CONCRETE & UNDERGROUND LLC PERTAINING TO CONSTRUCTION OF AN ISLAND AT THE INTERSECTION OF IRONHORSE CIRCLE AND BELL DRIVE [PROJECT #70028]

WHEREAS, the City is in need of services pertaining to the construction of an island at the intersection of Ironhorse Circle and Bell Drive;

WHEREAS, Phoenix Concrete & Underground LLC provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Agreement between the City and Phoenix Concrete & Underground LLC, in the amount of \$8,425.06, 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 8th day of September, 2020.

APPROVED by the Mayor this 8th day of September, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney



PROPOSED GATE AND
ISLAND LOCATION

BELL DR

IRONHORSE DR

BELL DR



CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and **Phoenix Concrete & Underground, LLC** ("Independent Contractor"), dated _____.

The Independent Contractor is a (n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: **15452 S. Keeler St.**
City/State/ZIP: **Olathe, Ks. 66062**
Phone: **(913) 390-1700**
Email: **charles.phoenixconcrete@yahoo.com**

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

46-1466175 or ON FILE

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

A. Work to Be Performed

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work: **Construction of an island at Bell Dr and Ironhorse Circle intersection as listed on the attached "Exhibit A"**.

B. Term of Agreement

The services called for under this Agreement shall commence on **September 8th, 2020**, and shall be concluded on or before **November 30th, 2020**.

C. Terms of Payment

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

The City shall pay Independent Contractor, **EIGHT THOUSAND, FOUR HUNDRED TWENTY-FIVE DOLLARS AND SIX/CENTS (\$8,425.06)** City agrees to remit such payment to Independent Contractor within 30 days of receipt of invoice.

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

D. Reimbursement of Expenses

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

E. Federal, State, and Local Payroll Taxes

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

F. Responsibility for Workers' Compensation and other Insurance

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

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

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

1. Commercial General Liability

- (a) General Aggregate..... \$2,000,000.00
- (b) Products / Completed Operations Aggregate..... \$2,000,000.00

- (c) Personal and Advertising Injury (Each Person)..... \$1,000,000.00
- (d) Each Occurrence..... \$1,000,000.00

2. Automobile Liability

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

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

Umbrella policy may be used to meet coverage limits.

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

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

4. Subcontractor's Insurance.

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

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

5. Notice of Claim Reduction of Policy Limits

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

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

G. Bonds Required

The Independent Contractor is providing a Performance Bond to the City in an amount equal to one hundred percent (100%) of the amount of the Contract so awarded in each case.

In addition, the Independent Contractor shall furnish also a Statutory Bond in an amount equal to one hundred percent (100%) of the Contract amount. [*Required on projects totaling more than \$100,000*]

Upon completion and acceptance of the work, the Independent Contractor shall furnish the City of Leawood a 2-year Maintenance Bond, which shall remain in full force and effect for a period of two years, commencing on the date of final acceptance of the project, such date to be established by the City of Leawood.

Each bond shall be executed on the forms attached hereto, signed by a Surety Company authorized to do business in the State of Kansas, and acceptable as Surety to the City. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bond.

H. Termination of Agreement

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

I. Independent Contractor Status

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

J. Equal Opportunity

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

K. Assignability

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

L. Choice of Law

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

M. Agreement

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

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

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

O. Hold Harmless

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

P. Lien Waivers

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

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn, Mayor

Date: _____

ATTEST:

Kelly L. Varner, City Clerk

AS TO FORM

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: _____

Title: _____

Address: _____

Email _____

Date: _____

MAINTENANCE BOND

Bond No. _____

MAINTENANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, as Principal and _____, as Surety, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, are held and firmly bound unto The City of Leawood, Kansas of the Johnson County, Kansas, ["Owner"], in the full and just sum of _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we, and each of us, hereby bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this ____ day of _____, 20 ____.

The conditions of this obligation are such, that whereas upon completion of a contract for the description of improvements, and acceptance by the City of Leawood, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof, Principal has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of two (2) years beginning on the date the City so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Contract Documents including all documents incorporated therein, as entered into by Principal, and such work is completed to the satisfaction of the City of Leawood Kansas, and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of two [2] years from and after the completion and acceptance by Owner's Governing Body, and if said improvement shall actually endure without the need of repairs or maintenance for the period of two [2] years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

If the improvement requires repairs or maintenance within such two [2] year period then this obligation shall remain in full force and effect and Principal and the Surety shall be responsible for the prompt payment of full and just sum stated above to the Owner for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

Signed, sealed and delivered the day and year first above written.

[Contractor/Principal]

[SEAL]

[Title]

ATTEST:

[Secretary]

[Surety Company]

Address

[SEAL]

City, State, Zip

Phone No.

Facsimile No. (if available)

By: _____

[Attorney-in-fact]

By: _____

[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.)

PERFORMANCE BOND

Bond No. _____

CITY OF LEAWOOD, KANSAS

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned _____ of _____, hereinafter referred to as the "Contractor", and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the City of Leawood, Kansas, hereinafter referred to as "City", in the penal sum of _____ Dollars (\$ _____), lawful money of the United State of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20____, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for **NAME OF PROJECT** designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety shall pay to the City the cost of completion of the Work, including the costs of letting the bid proposal or bid proposals necessary for completion.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the Work, or to the specifications.

IN TESTIMONY WHEREOF, said Contractor has hereunto set hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____, 20__.

Contractor/Principal

[SEAL]

Title

ATTEST:

Secretary

SURETY COMPANY

[SEAL]

Address

City, State, Zip

Phone No.

Facsimile No. (if available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond. _

PHOENIX CONCRETE LLC.

15452 S. Keeler St. Olathe KS. 66062



Customer:
Tom Klotz
City of Leawood

"Exhibit A"

Proposal #: 3152
Revision #: 2
Revision Date: 8/24/2020

Phone Number:

913-390-1700

Fax Number:

913-390-1701

<i>Project:</i>	<i>Location:</i>	<i>Proposal Date</i>	<i>Plan Date</i>
Iron Horse Island Installation	Leawood, KS.	8/19/20	NA

<i>Item #:</i>	<i>Description:</i>	<i>Unit Type:</i>	<i>Units:</i>	<i>Unit Cost:</i>	<i>Total:</i>
1	Removals, PVC Sleeve, and Asphalt	LS	1.00	\$ 4,650.00	\$ 4,650.00
2	Median Curb & Gutter 18" (Reinforced)	LF	66.00	\$ 27.41	\$ 1,809.06
3	Island Noses (Non Reinforced)	EA	2.00	\$ 745.50	\$ 1,491.00
4	Traffic Control	EA	1.00	\$ 300.00	\$ 300.00
5	Bond Fee	LS	1.00	\$ 175.00	\$ 175.00
Total Proposal:					\$ 8,425.06

EXCLUSIONS:

- Staking, Inspection Fees, Testing.
- Certified Payroll
- Joint Sealant
- All Aggregate or Base Rock
- Concrete Additives or NCA's
- All cold weather protection is excluded from this proposal. If needed, covering curb will be invoiced at the rate of \$1.25 per foot and flatwork at \$.30 per square foot

INCLUSIONS/STIPULATIONS:

- All items in this proposal are tied.
- Final payment will be made from actual field measurements based on unit prices supplied above.
- Final payment and or progress payments are required to be paid no longer than 45 days from invoice date or 10 days after payment is issued to the general contractor or project owner, which ever comes first.
- Any and all items not listed specifically in the items above are considered to be excluded from the scope of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmans compensation insurance.

Authorized Signature: _____

(Phoenix Concrete LLC)

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. to perform work as specified. Payment will be made as outlined above.

Signature: _____

(Customer)

Date: _____

THANK YOU FOR YOUR BUSINESS!

Memo

To: City of Leawood City Council
From: Ricky Sanchez, Planner II
CC: Peggy Dunn, Mayor
Scott Lambers, City Administrator
Richard Coleman, Director of Community Development
Mark Klein, Planning Official

Date of Meeting: September 8, 2020
Date of Memo: August 27, 2020
Re: Home Occupation – Summary of Planning Commission Work Session

The Planning Commission held a Work Session on August 11, 2020, as directed by the Governing Body, to discuss the current home occupation regulations within and to review them and receive comments from the Planning Commission and City Staff to see if there are any additional changes which may need to be made to the existing regulations to find long term solutions to the Leawood Development Ordinance or systematic changes which may need to be made.

Meeting minutes were taken and is shown as "Exhibit A".

The presentation delivered by staff is shown as "Exhibit B"

In summary, a presentation was made to the Planning Commissioners regarding the current home occupation regulations within the Leawood Development Ordinance. The Planning Commissioners discussed the following:

- Current state of the city with regards to home occupations
- Types of businesses currently being conducted at home (people working from home vs. businesses being run out of the home)
- The current definition of a "nuisance" within the City Code
- The different amounts and types of activities which could be considered a "nuisance"

Solutions which were suggested include the following:

- Making changes to the definition of a nuisance within the City Code
- The restriction on parking/deliveries/ traffic for businesses being run from a person's home
- Creating a clear distinction between a person who is working from home and business being run out of an existing dwelling unit
- The types of activities which would provoke the need for a license

Exhibit A

**City of Leawood
Planning Commission Work Session
August 11, 2020**

Planning Commission Members in Attendance: Belzer, Elkins, Coleman, Block, McGurren, Hunter, Stevens, Peterson, Hoyt

Staff in Attendance: Ross Kurtz, IT; Ricky Sanchez, Planning; Grant Lang, Planning; Marcy Knight, Legal; Richard Coleman, Community Development

Chairman Elkins: I'll make a short recognition of the circumstances we find ourselves in today.

MEETING STATEMENT:

To reduce the likelihood of the spread of COVID-19 and to comply with social distancing recommendations, this meeting of the Leawood Planning Commission is being conducted using the Zoom media format, with some of the commissioners appearing remotely. The meeting is being livestreamed on YouTube and the public can access the livestream by going to www.leawood.org for the live link.

Electronic copies of tonight's agenda are available on the City's website at www.Leawood.org under Government / Planning Commission / Agendas and Minutes. Because this meeting is being live-streamed, all parties must state their name and title each time they speak. This will ensure an accurate record and make it clear for those listening only. This applies to all commissioners, staff, applicants and members of the public who may speak. All motions must be stated clearly. After each motion is made and seconded, a roll call vote will be taken. The Chair or staff will announce whether the motion carried and the count of the vote. Reminder, please mute all microphones when you are not speaking. Thank you.

Chairman Elkins: Is there a motion from the floor to suspend the rules so we can proceed with the work session by Zoom?

A motion to suspend the rules for the meeting was made by Coleman; seconded by Belzer. Motion carried with a unanimous roll-call vote of 8-0. For: McGurren, Peterson, Hoyt, Belzer, Hunter, Coleman, Block, and Stevens.

Chairman Elkins: We'll proceed to the business of the work session as presented in the agenda presented by staff.

Mr. Sanchez: Staff wants to clarify that an updated agenda was put on the website and sent to the commissioners today to add impact-resistant shingles. The topics of discussion are Home Occupancy, Regulations in Leawood as part of talks that have occurred with

Governing body with regard to LDO (Leawood Development Ordinance) requirements, Impact-Resistant Shingles, and possible LDO amendments.

Home Occupancy

Mr. Sanchez: With the COVID pandemic, Governing Body is requesting that staff and Planning Commission read the requirements for home occupancy and see if there are any changes that are deemed necessary. Beyond the effects of the pandemic, we want long-term solutions as well. Within the Home Occupancy section of the LDO, Section 16-4-10, there are many requirements. Appearance of the house cannot include signage. The use being allowed cannot generate additional traffic, parking, or sewage. The use cannot increase the nuisance to the neighbors. No outside storage is allowed. No persons other than self or family members may reside in the residence. Only 25% of the house can be used for a business. A license to operate is required, and no retail sales are allowed. We currently have a list of prohibited home occupations, including automotive repair, beauty shop services, printing, and anything using chemicals that could get into the normal sewage. City staff compared these regulations to those of surrounding cities, and for the most part, they are similar. Prairie Village requires the entire business to be contained within the home, no help other than family members, no exterior alterations, or retail sales. Overland Park has the same requirements as Leawood in terms of liquor sales, adult businesses, massage places, etc. We're finding a lot of similarities between what Leawood is currently doing and other cities. We looked at Lenexa as well, and they have to follow their zoning requirements, which means no commercial use within residential districts, no churches run out of homes. They require a Special Use Permit (SUP) in Lenexa. Olathe has to comply with all local, state, and federal regulations. The Fire Department may have to inspect the home, depending on the use. Governing Body asked that we look over this to find long-term solutions. We have been directed to speak to the current Home Occupancy regulations and review them to see if any changes can be made.

Comm. Hoyt: Is there a perceived problem?

Mr. Sanchez: I believe the issue is the city is getting requests for people wanting to do more Home Occupancies, and the LDO doesn't allow for a lot of them. Since we just have a list of non-allowed uses, it would mean that everything else is allowed, which may not be the best way to go about it.

Comm. Hoyt: Are the people asking to go against the current regulations, or are we just saying that people are asking and coming up with ideas that we think maybe should be included in regulations?

Mr. Coleman: Part of what prompted this is the pandemic and people working from home, but recently, we had a citizen contact City Council. It was a social worker with a counseling business who wanted to see about getting a license to be allowed to do counseling in the home. It is not on the prohibited list, but in general, unless it's more specific, we haven't allowed it. I wanted to look at some prohibited items, including

physicians, chiropractors, and dentists. Some medical professions are prohibited, and we wanted to get the Planning Commission's thoughts on other professional services.

Comm. Hoyt: Is there any current provision for emergency remedy or temporary allowance?

Mr. Coleman: Not really; we have a Temporary Use Permit, but that is geared toward festivals and farmers' markets. Some of the neighboring cities utilize Special Use Permits, so that was one consideration.

Comm McGurren: Would you prefer a scenario where the people needed to call in and request a specific permit or exception to be provided, or would that be overwhelming?

Mr. Coleman: Right now, Home Occupations require a license. That is how we check to see if they meet the requirements. I don't think any terms or requirements that require staff to do more are the issue. It is more the use in the residential neighborhoods.

Comm. Hoyt: If I'm a therapist and I'm restricted to the outside of my office, if I'm doing virtual therapy sessions, is that covered under this, or are you only talking about when people come into the home?

Mr. Coleman: We're only talking about coming into the home. That's a very good question because they would still technically need a license to do it virtually if they are operating their business out of their home, but no one is coming to their home. A lot of things have gone virtual, so that is a good question.

Comm. Hoyt: My daughter-in-law lives in Madison, Wisconsin, and she's a therapist. She's been doing virtual sessions with her clients for the last several months. Would somebody like that need to go through this, or should there be a different procedure for those folks versus the others? More and more people's businesses are pretty much invisibly operating. To what extent does the city want to get involved in that?

Chairman Elkins: That was my thought, too. I know dozens of people in Leawood who are conducting sales activities out of their homes, which technically is in violation of this. They're doing it over the Internet. I think, based on what I'm seeing at Cerner, larger parts of Cerner's population will be working from home permanently, even after the crisis has passed. I definitely think we need to do something about the online/virtual question versus somebody physically coming to a residential space because that seems to be what we should be regulating.

Comm. McGurren: I agree.

Comm. Block: What I heard from what we currently have and what I believe the intent to be, it is really about the nuisance. I understand this can be broad and general. It would make sense that the business could occur as long as it doesn't negatively impact the neighbors.

Comm. McGurren: In our neighborhood a few years ago, an individual was running for United States Congress. The nuisance that occurred as the campaign was being run out of the house was all the additional cars. It lasted for eight months to a year. To me, I can see why people were frustrated. The nuisance factor of all the cars coming and going and parking in front of people's houses. I think that is much more of a concern than it would be any of these local companies having people working out of their homes.

Chairman Elkins: What is the definition of a nuisance in the ordinance?

Comm. Hoyt: And what is the definition of an occupation? I wouldn't think running for political office would be considered an occupation; it seems more like an activity. A nuisance could be coming from a lot of different places.

Mr. Sanchez: Currently, there is no definition for nuisance in the LDO.

Mr. Coleman: It will be in the City Code under Property Laws.

Mr. Sanchez: A Home Occupation is defined as any occupation or activity conducted within a dwelling unit that is clearly incidental and secondary to the use of the premises for dwelling purposes. It refers back to Section 16-4-10.

Comm. Hoyt: If I had some sort of book group or Bible study group that was coming every week at 10:00 in the morning and the cars were all the way up and down the street because there were so many people, that could theoretically fall into this category.

Comm. Hunter: I agree. For an anniversary party, we call and get the signs to block off the street, but certainly, that might be a nuisance to people. It seems like the city may need to work on that definition. This is going to be novel for all the cities, dealing with a time when the majority of people have had to work from home over the last six months. Could you carve out some sort of exception for online work that doesn't have people coming into the home?

Comm. Hoyt: I would think there could be a different category for when no additional people are entering the premises because someone could be working completely in a solitary fashion, or someone could be working in the home with thousands of people via the Internet. As long as nobody was coming and going, it wouldn't have any adverse impact on the neighborhood; whereas, far fewer people could be physically coming and going and causing a nuisance.

Comm. Hunter: What section of the code has the definition of nuisance?

Mr. Sanchez: The LDO does not have one. Mr. Coleman stated that it is in the City Code.

Ms. Knight: It's in Section 11-204 of the City Code. It says it's a thing, condition, or use of some continuity as distinguished from a solitary act, which through offensive odors, noises, substances, disturbances, emanations, sights, or the like, works, hurts, annoys, inconvenience, or damage to the public or to another with respect to his/her comfort, health, repose, or safety or with respect to the comfortable enjoyment of his/her property. That's essentially it. It would have to be ongoing and persistent.

Comm. Hoyt: If you're looking for how to revise things, I would definitely go for a two-track system: one that involves offsetting the category of non-physical traffic-generating things as being exempt from this category and then deal with the ones that involve generation of physical traffic and whether or not you want people to apply for licenses, such as the Cerner employees and the freelance or not freelance, as the case may be, therapists. Whether you really want to keep track of those people or not is up to the city to decide. It doesn't seem like those people are creating a nuisance, so they wouldn't fall under the nuisance category.

Mr. Sanchez: To go to the next slide, we wanted to see what kind of solutions we could implement within the LDO. Staff has talked about creating a cleaner process, may consider administratively approved SUPs, or consider notifications for neighbors within a close proximity. They will still have to follow HOA and deed restrictions, and the city does not enforce that. We have also talked about creating a list of allowed uses rather than those that are not allowed. If there are other ideas from the Planning Commission, we would like to hear those as well.

Comm. Hunter: Are you talking about starting to have people who work from home apply for a Special Use Permit?

Mr. Sanchez: That could be a possibility. Right now, they have to get a license from the city to operate. It wouldn't be much different except that it would come through Planning.

Comm. Hoyt: I don't think it would ever occur to someone doing their job remotely for Cerner to go to the city and get a permit to do that. Does that fall into the category of things the city wants to be policing?

Mr. Coleman: I think that's a question we would bring up with Governing Body. I could see a scenario where someone has a business that is pretty much all online, such as Ebay or Etsy, and you have 30 deliveries a day by Prime.

Comm. Hoyt: I have 30 deliveries a day to my house.

Comm. Belzer: In COVID-era, I have 30 deliveries every day, too.

Mr. Coleman: That could create an issue if delivery trucks were there continuously all day, picking up and delivering. You might want to consider that somewhat.

Comm. Peterson: I've lived in Berkshire Leawood for 24 years now. What I find interesting is a very diverse group of professionals who live here and a large number who have literally worked out of their homes for decades. They never have someone from the business come into their home; yet, they are providing all kinds of technical support for various corporations. They also have numerous deliveries, but no one has perceived this as a nuisance or a problem. What would appear to be developing in this economy is companies are relying upon more and more of their workers to remain at home and work remotely, which I frankly see as a longer-term trend and will not go away. I do not see it as a nuisance. When I was in business, I functioned remotely for years because there were certain things I could do that way. No one knew business was being transacted from home. I would never have thought I would need a Special Use Permit. Are we looking for a problem, or is there a problem?

Mr. Sanchez: I don't believe we are looking for the professionals who are working at home with a home office. I think it's the type of profession that, instead of going into the office, they stay at home but still do the same types of things, which may not include being on the computer and taking phone calls; it may include additional people coming over. It is more the additional nuisance that we are considering.

Comm. Peterson: Again, you mention nuisance. Someone in the securities business could operate as a stockbroker from the home, and no one from the neighborhood would ever know it. That could go on for decades. I know people who have actually done that.

Mr. Coleman: Then it's not a nuisance.

Comm. Belzer: Maybe we should focus on nuisance and define what it may look like in the COVID era. We could tighten up the definition rather than come up with what is allowed and what needs to be permanent.

Comm. McGurren: I'd like to see us focused on the definition that was already read, ask the question Commissioner Belzer just asked, determine if there is something about traffic that is not included in the definition, and then ask if we are comfortable allowing the person who perceives the nuisance to call the city. Then, the city would handle it on a case-by-case basis.

Mr. Coleman: That's how it's handled right now.

Comm. McGurren: Is there a problem with that?

Mr. Coleman: Sometimes, one person's fun is another person's nuisance. We have different nuisances that one person might be able to tolerate and another might not. The situation I was getting at was more of a retail business being run out of the home with selling over the Internet.

Comm. Peterson: You mentioned that this is the way it's handled currently. Has there been a significant increase in the types of complaints or calls that come into the city?

Mr. Coleman: No; we've gotten a few people who have reached out to City Council. That prompted us to look at the ordinance. One of the good things to come out of this discussion is the virtual issue. Maybe there is nothing somebody virtually needs to do, but if the business includes in-home visitation, it may be different.

Comm. Hoyt: I would think it would be simplifying to put that in a different category. Then, you could really get down to focusing on situations where large amounts of physical traffic are involved. That seems to be the nuisance piece of it. You could have a fictitious meter of how much traffic causes the nuisance. Clearly, 1-2 cars are not a nuisance; 100 cars are a nuisance. Something between is a partial nuisance, perhaps. Just to get rid of the whole category of people who are doing things in their homes, not generating any additional traffic over what a normal lifestyle would tend to dictate seems inappropriate. Some people have multiple teenagers with a lot of cars and friends who visit. That is potentially a lot of people in vehicles, but we wouldn't regulate that. Just separate the non-traffic issues, which I assume we don't want to be the business of regulating, and focus on the things that could be troublesome to the neighbors.

Comm. Coleman: I think we're talking about a business, and the business either has cars for people going to the business, or it has deliveries. If we narrow it down to those specifics, I think we're safe. If someone is running an Ebay store out of their house, they're going to have a certain number of deliveries per day. If someone is doing therapy out of their house, that creates traffic. If we narrow our focus down to that, I think it would take care of it.

Mr. Coleman: Does everyone agree with that?

Chairman Elkins: I just wonder if we need to add the issue of license to the mix and what type of activity triggers the license requirement.

Mr. Coleman: That's a good point. Technically, if they have a business and it is where they receive their revenue, they should have a license. It's minimal. We can bring that up to Governing Body.

Comm. Hoyt: Should there be a difference between somebody who is a salaried employee of a bigger company working remotely versus someone who is operating as the proprietor of the business?

Mr. Coleman: That's different, I think. Someone working from home is not working a business out of their house.

Comm. Hoyt: If they produce a nuisance because they're having large department meetings, they're back into the mix in the nuisance category. They wouldn't have to have a license; they would just be a flat-out nuisance.

Mr. Coleman: Do we think we've discussed this enough? We can draft something up and come back.

Chairman Elkins: Yes, let's move on to the next topic.

Impact-Resistant Shingles

Mr. Coleman: You might recall in the earlier this year, we passed an ordinance that reduced the weight of shingles. Of course, apparently, we didn't reduce them enough. They went from 275 to 265, but it turns out there are some that are actually lighter at 250 pounds per square. We wanted to get your thoughts on that. They don't appear any different. They reason they're lighter is manufacturers have gotten stronger fiberglass layers in the shingles that would resist delamination of the shingle. It'll knock the granules off in a hailstorm, but the shingles are still good. We have some manufacturers who would like it to be lowered to 250.

Comm. McGurran: What is the Planning Department's opinion?

Mr. Coleman: Between 265 and 250, there is not really a visible difference. The shingles, especially impact-resistant ones, are all getting lighter due to improvement of materials that go into them. They would still be required to have the 3/16" at the edge of the shingle, so it would still have the definition that the other shingles have.

Chairman Elkins: What is the 250 a measure of?

Mr. Coleman: It's a measure of the weight of the shingle per square, so 100 square feet of shingles weigh 265 pounds. We had this request, and we wanted to bring it to you and see if you had any concerns. We'd like to hear any issues you have.

Comm. Block: Do we not allow three-tab shingles?

Mr. Coleman: That is correct.

Comm. Block: I don't know that we need to have the pounds in there in the first place. As long as it's an architectural shingle and has that shadow lines, I don't know that the weight matters that much. I think it's the look that we're after more than the weight.

Mr. Coleman: There are some shingles that are not three-tab that are pretty thin and lightweight. There's a real gradation between three-tab and the heavyweight shingles. I know that some leadership in the city wants to maintain the architectural and weight characteristics that were put in place a long time ago. We've been reducing the requirements to allow a greater variety. I can certainly bring that up with Governing Body.

Comm. Block: Does the impact-resistance distinction create a quality shingle? Is it a better quality? Will it last longer?

Mr. Coleman: The impact-resistant shingles are lighter because they have fiberglass reinforcement layers in them. They have more of an asphalt part. They would last about the same amount of time, but the non-impact-resistant shingles would have to weigh more. They're all subject to ultraviolet light, to some extent, and the weather.

Comm. Hunter: If Planning is okay with it, I don't have a problem with it.

Mr. Coleman: Any other comments?

Comm. Hoyt: I agree with Commissioner Hunter. If it seems like a good enhancement, I'm okay with it.

Comm. Stevens: It seems like there's enough performance criteria for the shingles as far as impact resistance, structural makeup, and degradation from weather. If all the criteria are equal to the 265, it seems that should be okay. The thicker weight is more architectural thickness that is visible in the shingle, and maybe that is the concern. As they get too thin, they don't meet the aesthetic standard. Is that the issue here?

Mr. Coleman: That is how it is falling out. Some of it is an aesthetic judgment call. They all have to meet the International Code Council (ICC) evaluation requirements.

Chairman Elkins: Okay, we can go on to the next topic.

LDO Amendments

Mr. Sanchez: The first amendment has to do with façade changes. Normally, the Planning Commission sees these every so often on the Consent Agenda. We've heard from multiple developments and new businesses that the current process to change the façade of a tenant space is hindering their process, especially during COVID. We still want to show that we still want the tenants to fill the retail spaces. What has been proposed is that all façade changes could be administratively approved. Staff counted nine façade changes in the last two years. They will normally go through the three-month planning process, and they also have to get permits as well. If they could be approved administratively, they could also be denied. At that time, they could go through the normal process that is currently in place. They'll still have to meet the requirements of the LDO and Design Guidelines. We've gotten a lot of interest from several developments to consider a quicker process. These tenants want to go in as fast as possible, and we want to allow that. We will also require a letter from the developer saying that they understand and approve of all the changes. You will probably see this at the next Planning Commission meeting.

Comm. Coleman: Is Leawood and outlier around this, or do the other cities have similar guidelines?

Mr. Sanchez: To my knowledge, Leawood is an outlier in that we check facades for every tenant that moves in.

Comm. Hunter: Would this have applied to Peloton?

Mr. Sanchez: Yes, that is a good example. They didn't meet the Design Guidelines, so if the administrative approval were in place at that time, their application would have been denied. They then would have challenged the denial and gone through Planning Commission.

Chairman Elkins: Can you explain the three-month planning process?

Mr. Sanchez: They bring in their application, and we review it for a month. It then goes to the Planning Commission. In that month, we are taking notes and working with the applicant. After Planning Commission, they have to wait another month to go to Governing Body. They then get their permit, which can take up to two weeks.

Comm. Hunter: I think it makes a ton of sense to provide administrative approval. If it gets denied, they still have the ability to go through the process, but in the interest of getting tenants into vacant spaces, this is a great step.

Comm. Block: Agreed.

Comm. McGurren: Agreed.

Comm. Belzer: Agreed.

Comm. Peterson: Agreed.

Chairman Elkins: I guess I'm the outlier. I'm troubled because I absolutely agree with Commissioner Hunter about the need to expedite the process and that we're regularly criticized for the length of time the planning process takes. On the other hand, I think nature and character of the façade is one of the fundamental things that, as a Planning Commission, we have an obligation to participate in. I guess I'll have to think about it some more, but I have some reservations.

Comm. McGurren: Isn't the good news that, if Richard and the Planning Department have the same concern, they'd kick it to us?

Chairman Elkins: Yes, but the flipside is if Richard's taste is different than the Commission's, then there is no check and balance on that approval.

Comm. McGurren: That's a fair point. Should there be very small committee within the department so it's not just one person?

Mr. Coleman: The entire staff looks at the designs. The big issue is the Design Guidelines that the façade needs to meet. If the guidelines are so broad that they allow anything, there is no reason to have administrative approval because everything fits.

Chairman Elkins: I think that's a fair point.

Mr. Sanchez: This administrative approval process would be similar to what we do with signage currently. All signage goes through the Planning Department, and we administratively approve them unless they do not meet Design Criteria. It would be very similar.

Chairman Elkins: That's what concerns me. I think signage is categorically different than the appearance of the façade.

Comm. Stevens: The text refers to new tenants, and there are examples of tenants in a development. Are there façade changes applicable to all building facades? In other words, it could be a whole development that is upgrading appearance, or it could be a building like US Toy moved out of. Are you saying this would apply to all façade updates?

Mr. Sanchez: This would not be for entire developments; this would be for small tenant spaces. The overall development has Design Guidelines, and those pinpoint what a tenant façade is. If the entire development wanted to change, it would have to come through as a Final Plan.

Comm. Coleman: I think it's a good idea to explore further and get something in front of us. I wanted to confirm if we are an outlier. We want to make Leawood friendly to business and invite them to come in. If this is a hindrance we can manage in the Planning Department, I would be in favor. I'd like to see the wording and situations this would cover. I think it's a good idea worth exploring further.

Mr. Sanchez: The next amendment we'll bring to you is an increase to maximum building height in SD-CR zoning. Currently, the maximum is 50 feet. Staff has been considering a height up to 65 feet, but the developer must provide an additional setback. For every 1 foot higher than the currently allowed maximum, an equal distance in setback would be required. Currently, the structure setback is 40 feet. This would be reviewed on a case-by-case basis. They would have to come through Planning Commission and Governing Body, but it would be something we would bring forward to the Planning Commission and make sure that everyone is aware that this would be happening. *Shows example.* We also explored a 2-for-1 tradeoff with 2 feet of setback for every 1 foot of height increase. Staff wants to bring this to Planning Commission at the next meeting and wanted your thoughts and/or ideas.

Chairman Elkins: You mentioned that staff wants it to come to the next meeting. The next meeting is going to be painful. Is there an application that you're considering that suggests we need to expedite this?

Mr. Sanchez: We will bring this forward as is in the agenda. We're not going to push it forward in front of anything else. There is no rush at that point.

Chairman Elkins: Can you identify a couple buildings in Overland Park to give a sense of what this height looks like?

Mr. Sanchez: I'll defer to Richard on that.

Mr. Coleman: Well, 50 feet is the maximum in SD-CR, but we have some buildings that are over 50 feet in the MX-D developments. For example, the top of the Aloft Hotel is 90 feet, I believe. AMC might be in the vicinity. The parking garages are maybe a little more than 50 feet.

Chairman Elkins: Would some of those buildings in Mission Farms be in that neighborhood?

Mr. Coleman: The new apartment building is in that neighborhood at 65 feet.

Comm. McGurren: Does the City of Leawood currently own a building that goes over 50 feet, and is your expectation that the new Fire Station would be 50 feet or less?

Mr. Coleman: We don't have any buildings that are over 50 feet. The Fire Station hasn't been designed yet, but it wouldn't be over 35 feet.

Comm. Coleman: Can you give a better definition of SD-CR?

Mr. Coleman: It is Special District Commercial Retail. It's General Retail and allows the most retail uses.

Comm. Coleman: How many stories are in 50 and 65 feet?

Mr. Coleman: It depends, but 50 feet would be around three stories with 10' ceilings and structural space.

Comm. Stevens: It would vary by building, but 15 feet per floor is a common height. Three stories would be 45 feet, but then a parapet on the top and roof structure would add to it.

Comm. Coleman: Then, 65 feet would be roughly four stories.

Comm. Block: I thought somewhere else within the LDO is a similar setback exchange for height increase. Was that cell phone towers?

Mr. Coleman: That is correct. Cell phone transmission towers have that setback.

Comm. Block: Is it a 1-for-1 or 2-for-1?

Mr. Coleman: I'd have to look it up.

Comm. Block: Is it just cell phone towers that have that requirement?

Mr. Coleman: Church steeples also have it. They're usually the tallest structure in a neighborhood.

Chairman Elkins: Didn't we have a sliding scale on setbacks for residential home heights at one time?

Mr. Coleman: On the teardown-rebuild residential ordinance, we have a sliding scale for houses that are torn down and rebuilt between ranch, story-and-a-half, and two-story homes. A 23'-at-the-eave envelope was developed, and then it goes 2-to-1 back to the side yard setback.

Chairman Elkins: It's one of the most complicated regulations we ever wrote. It took us three years to get there, so I know it's complicated.

Comm. Stevens: It does seem like this kind of tradeoff for setback and height increase is fairly common in other cities or other zoning districts. It seems like the 1-for-2 or greater makes the most sense. Anything less would allow a pretty tall structure. Have you seen it in other cities?

Mr. Coleman: It is common. One of the things we might look at is the adjacent zoning. In the example Ricky showed, it is SD-CR next to R-1, so that may require something different than SD-CR next to RP-4 or some other zoning classification.

Comm. Stevens: That's a great point.

Chairman Elkins: I think a fundamental question for us is how we feel about a 65' tall building in this zoning, and then we should consider the appropriateness of the setback formula.

Mr. Coleman: One way to look at this would be to put some criteria in place and require a Special Use Permit for any building over 50 feet in SD-CR.

Chairman Elkins: Can you give a couple examples off the top of your head of SD-CR areas in development right now?

Mr. Coleman: Ranch Mart and strip centers along State Line are SD-CR. The former Barstow School is SD-NCR, which is more restrictive.

Mr. Sanchez: Developments that could be affected by this include Town Center Plaza, Town Center Crossing, Ranch Mart, the area at State Line and 89th Street, and Nall Valley Shops.

Chairman Elkins: I guess this is my night to be a naysayer. As you go through that list, it's a little hard for me to contemplate 65' tall buildings in many of those spots. Maybe Richard's point of setting some conditions makes a lot of sense.

Comm. McGurran: Agreed.

Chairman Elkins: I think that height of building makes a lot of sense in MX-D; I'm just not sure I can imagine it in Town Center.

Comm. Hoyt: I would say ditto to what Marc said, and then maybe you write into the guidelines in the things that would be considered in the granting of the SUP that the nearby zoning would be relevant, too, as you said before.

Chairman Elkins: I think that makes a lot of sense.

Comm. Stevens: I know this is hypothetical, but in the Ranch Mart example, the office building to the left of the 65' building in a similar position must have been right under the 50' height. It is a three-story office building that has been approved, correct?

Mr. Coleman: It's two stories.

Mr. Sanchez: That is correct. It has tall floors, though.

Comm. Stevens: This tall of a building could have rock climbing in it. Just kidding.

Mr. Coleman: Any other comments?

Chairman Elkins: Ricky, do you have anything else to bring before us?

Mr. Sanchez: That's everything.

Chairman Elkins: I would just reiterate that staff look closely at the agenda for the next meeting. We have some work to be done in that next meeting, unless there have been changes since last time.

Mr. Sanchez: No changes; it is still very, very full.

Chairman Elkins: I think I've talked with Richard a little about this, but I think there's history for at least one of the cases. I would encourage staff to share as part of the packet the minutes from prior consideration of Planning Commission and Governing Body when we get to those.

Mr. Sanchez: We can do that.

Chairman Elkins: Any commissioners have anything else? If not, as always, we thank you for your service and your time and putting up with these COVID times. Looks like we'll be at it for the next meeting as well.

MEETING ADJOURNED

Exhibit B

PLANNING COMMISSION WORK SESSION

August 11th, 2020

Topics of Discussion

- Home Occupancy
- Impact Resistant Shingles
- Possible LDO Amendments
 - Allow Planning Staff to administratively approve changes to the façade of a store
 - Increase the maximum height of SD-CR (with provisions)

HOME OCCUPANCY

Home Occupancy (16-4-10)

- Current LDO requirements
 - Cannot change the exterior appearance of the house (signage not allowed)
 - Cannot generate traffic, parking, sewage, or water use that is outside of the norm for the residential area
 - Cannot be a nuisance to other residents
 - No outside storage
 - No persons other than self or family members residing on the premises can be employed or involved in the business
 - Only 25% of the home can be used for business (gross sq. ft.)
 - Have to be licensed to operate
 - No retail sales allowed

Prohibited Home Occupations

- Sales to the Public
- Equipment Rental
- Automobile Repair
- Small Appliance Repair
- Physicians, Dentists, Chiropractors
- Beauty and Barber Services
- Upholstery and Furniture Making
- Animal Grooming/Boarding
- Storage
- Printing
- Photographic Studio

City Comparison

Prairie Village

- Contained within interior of the home
- 20% of the dwelling unit
- No help from individuals/groups
- No external alterations (no signage)
- No retail sales
- No increases in traffic allowed
- Cannot create a nuisance

Overland Park

- Similar to Leawood in terms of liquor sales, adult businesses, massage places, etc.
- Allowed as long as they do not create additional traffic and do not create a nuisance

City Comparison

Lenexa

- Allowed as long as they follow zoning requirements
- Example :
 - No commercial use in residential district
 - No churches to be run out of a house
- Require a special use permit

Olathe

- Must comply with all other local, state, or federal regulations
- Some uses require for the fire department to inspect the home

LONG TERM SOLUTIONS

- Create a clearer process for approval/denial
- Administratively Approved Special Use Permits?
- Notifications to neighbors within X feet – return receipt requested
- Must follow HOA/Deed restrictions
- Create an “Allowed Uses” list?

Additional Ideas?

City SALES & USE Tax Compare (2020 vs 2019)

Item 11B.

City SALES Tax	2020	2019	Variance	%
January	635,544	610,237	25,307	4.1%
February	604,960	563,495	41,464	7.4%
March	472,350	734,977	(262,627)	-35.7%
April	429,301	635,747	(206,446)	-32.5%
May	465,362	650,818	(185,456)	-28.5%
June	641,520	734,627	(93,107)	-12.7%
July				
August				
September				
October				
November				
December				
Total	3,249,036	3,929,900	(680,864)	-17.3%

City USE Tax	2020	2019	Variance	%
January	216,016	181,803	34,213	18.8%
February	174,556	163,750	10,806	6.6%
March	185,928	208,873	(22,945)	-11.0%
April	173,318	181,298	(7,980)	-4.4%
May	200,622	250,093	(49,471)	-19.8%
June *	287,136	196,820	90,316	45.9%
July				
August				
September				
October				
November				
December				
Total	1,237,576	1,182,637	54,939	4.6%

COMBINED	2020	2019	Variance	%
January	851,560	792,040	59,520	7.5%
February	779,516	727,245	52,270	7.2%
March	658,278	943,850	(285,572)	-30.3%
April	602,619	817,045	(214,425)	-26.2%
May	665,984	900,911	(234,927)	-26.1%
June	928,656	931,447	(2,791)	-0.3%
July				
August				
September				
October				
November				
December				
Total	4,486,612	5,112,537	(625,925)	-12.2%

*The to-date JoCo Treas receipts total \$240,128 as compared to \$297,104 for the same period in 2019.

Mar-2020 City SALES (Chg from Mar-2019)	
Grocery Store Sales	32.2%
Retail Trade	-58.3%
Utilities	-54.9%
Restaurants/Bars	-46.1%
Entertainment/Fitness	-25.0%

Apr-2020 City SALES (Chg from Apr-2019)	
Grocery Store Sales	14.3%
Retail Trade	-69.1%
Utilities	42.6%
Restaurants/Bars	-38.4%
Entertainment/Fitness	12.4%

May-2020 City SALES (Chg from May-2019)	
Grocery Store Sales	18.8%
Retail Trade	-53.9%
Utilities	343.6%
Restaurants/Bars	-39.0%
Entertainment/Fitness	-45.5%

June-2020 City SALES (Chg from June-2019)	
Grocery Store Sales	16.2%
Retail Trade	-19.3%
Utilities	-26.2%
Restaurants/Bars	-19.7%
Entertainment/Fitness	11.2%

