AGENDA

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

Mayor Peggy Dunn

Councilmembers

<table>
<thead>
<tr>
<th>Ward One</th>
<th>Ward Two</th>
<th>Ward Three</th>
<th>Ward Four</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Filla</td>
<td>Jim Rawlings</td>
<td>Chuck Sipple</td>
<td>Julie Cain</td>
</tr>
<tr>
<td>Andrew Osman</td>
<td>Mary Larson</td>
<td>Lisa Harrison</td>
<td>James Azeltine</td>
</tr>
</tbody>
</table>

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. 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.

5. PROCLAMATIONS

6. PRESENTATIONS/RECOGNITIONS

   Introduction of new Fire Marshal, Justin Ducey and Firefighter Thomas O’Malley

7. SPECIAL BUSINESS

   Resolution providing for a special call for a Special Governing Body Meeting for October 12, 2020, for the purpose of considering Planning Case Nos. 70-20 and 81-20, pertaining to the Villa De Fontana Development

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.
8. 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. 2020-34 and 2020-35
   B. Accept minutes of the September 8, 2020 Governing Body meeting
   C. Accept minutes of the July 14, 2020 Parks, Recreation & Cultural Arts Board meeting
   D. Approve 2022 Budget Calendar (F)
   E. Resolution approving and authorizing the Mayor to execute a Subscription Agreement between the City and Thomson Reuters pertaining to providing electronic legal research services (L)
   F. Resolution approving and authorizing the Mayor to execute an Interlocal Agreement between the City and the Board of County Commissioners of Johnson County pertaining to the provision of Emergency Medical Services (LFD)
   G. Resolution approving and authorizing the Mayor to execute a Professional Services Agreement between the City and BBN Architects, Inc. in the amount of $18,860 pertaining to improvements at Ironhorse Golf Course (PR)
   H. Resolution approving a Revised Final Plan for Town Center Plaza – Amenity Area – located south of Town Center Drive and west of Roe Avenue (Case 65-20) (PC)
   I. Resolution approving and authorizing the Mayor to execute Change Order No. 1 in the amount of $49,980.00 between the City and J.M. Fahey Construction Company, pertaining to the Mission Road Improvement Project from 119th Street to 127th Street [Project #72065] (PW)
   J. Resolution approving and authorizing the Mayor to execute an Independent Contractor Agreement in the amount of $19,527.00 between the City and Myers Brothers of Kansas City, Inc. pertaining to replacement of the underground lift located at 14303 Overbrook (PW)
   K. Resolution approving and authorizing the Mayor to execute a Sales Agreement in the amount of $22,750.00 between the City and CXTEC, for the sale of certain electronic equipment (IT)
   L. Police Department Monthly Report
   M. Fire Department Monthly Report
   N. Municipal Court Monthly Report

9. MAYOR’S REPORT

10. COUNCILMEMBERS’ REPORT

11. CITY ADMINISTRATOR REPORT
Scott Lambers: Discussion on the reopening of City Hall

12. STAFF REPORT
13. COMMITTEE RECOMMENDATIONS

[From the August 25, 2020 Planning Commission Meeting]

Ordinance approving a Revised Preliminary Plan and Revised Preliminary Plat for a Mixed Use and Medium Density Residential Development, located south of 135th Street and west of Kenneth Road (PC Case 04-20) [ROLL CALL VOTE]

14. OLD BUSINESS

15. OTHER BUSINESS

16. NEW BUSINESS

A. Schedule Work Session Monday, October 5, 2020 6:00 P.M.

B. Schedule Governing Body meeting Monday, October 5, at 7:30 P.M.

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]
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.
<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>SUBJECT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, Oct. 5, 2020</td>
<td>6:00 P.M.</td>
<td>Work Session</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Oct. 5, 2020</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Oct. 12, 2020</td>
<td>6:00 P.M.</td>
<td>Special Call Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Oct. 19, 2020</td>
<td>6:00 P.M.</td>
<td>Work Session</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Oct. 19, 2020</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Nov. 2, 2020</td>
<td>6:00 P.M.</td>
<td>Work Session</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Nov. 2, 2020</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Nov. 16, 2020</td>
<td>6:00 P.M.</td>
<td>Work Session</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Nov. 16, 2020</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Dec. 7, 2020</td>
<td>6:00 P.M.</td>
<td>Work Session</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Dec. 7, 2020</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Dec. 21, 2020</td>
<td>7:00 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Tuesday, Jan. 19, 2021</td>
<td>6:00 P.M.</td>
<td>Work Session - Review residential above ground swimming pools</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Jan. 25, 2021</td>
<td>6:00 P.M.</td>
<td>Governing Body Short, Near &amp; Long-Term Goals</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Feb. 15, 2021</td>
<td>6:00 P.M.</td>
<td>Work Session – Review Climate Action KC Review</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, March 1, 2021</td>
<td>6:00 P.M.</td>
<td>Work Session – Review proposed design of the new Fire Station No. 1</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, March 1, 2021</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, April 5, 2021</td>
<td>6:00 P.M.</td>
<td>Work Session – C.I.P Presentation 2022-2026 Budget Model Assumptions</td>
<td>Council Chamber</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION PROVIDING FOR A SPECIAL CALL FOR A SPECIAL GOVERNING BODY MEETING FOR OCTOBER 12, 2020, FOR THE PURPOSE OF CONSIDERING PLANNING CASE NOS. 70-20 AND 81-20, PERTAINING TO THE VILLA DE FONTANA DEVELOPMENT

WHEREAS, Section 1-203 of the Leawood City Code provides that special sessions may be called by the Mayor in accordance with Kansas Statute, by specifying the object and purpose of the meeting, which request shall be read at the meeting and entered at length on the journal;

WHEREAS, K.S.A. 13-510 allows the Mayor to call a special meeting, the object of which is to be submitted to the council in writing;

WHEREAS, Case No. 70-20 was scheduled to be heard by the Planning Commission on August 25, 2020, but was continued to the September 9, 2020, Planning Commission meeting and then continued to September 22, 2020 meeting due to the length of the Planning Commission agendas;

WHEREAS, Case No. 81-20 pertaining to the Villa De Fontana Final Plan and Plat is also scheduled to be heard on September 22, 2020;

WHEREAS, the fourteen day protest period must lapse before the Planning Commission recommendation on the rezoning and preliminary plan can be heard by the Governing Body;

WHEREAS, the Applicant for Case Nos. 70-20 and 81-20 has requested an expedited hearing by the Governing Body; and

WHEREAS, the Mayor desires to call a special meeting to consider items of regular business in order to limit the delay in consideration of these cases as much as possible.

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

SECTION ONE: The Governing Body of the City of Leawood, Kansas hereby calls a special meeting to be held at 6:00 p.m. on October 12, 2020, at Leawood City Hall, 4800 Town Center Drive, for the express purpose of considering the Planning Commission recommendations on Planning Case Nos. 70-20 and 81-20, and no other business shall be transacted.

SECTION TWO: That this Resolution shall take effect from and after its passage and approval by the Mayor.
PASSED by the City Council this 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL]

______________________________
Peggy J. Dunn, Mayor

ATTEST:

______________________________
Kelly Varner, City Clerk

APPROVED AS TO FORM:

______________________________
Patricia A. Bennett, City Attorney
<table>
<thead>
<tr>
<th>Check #</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>108372</td>
<td>A M LEONARD INC</td>
<td>MESH VINYL ROLLS</td>
<td>120.75</td>
<td>120.75</td>
</tr>
<tr>
<td>108373</td>
<td>ACUSHNET CO - FOOTJOY</td>
<td>PROSHOP MERCHANDISE</td>
<td>97.57</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>82.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>82.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>82.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>33.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>-30.00</td>
<td></td>
</tr>
<tr>
<td>108374</td>
<td>ACUSHNET CO - TITLEIST</td>
<td>PROSHOP MERCHANDISE</td>
<td>533.75</td>
<td>349.26</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>266.87</td>
<td></td>
</tr>
<tr>
<td>108375</td>
<td>ALLIED FENCE SECURITY OF KS</td>
<td>GATE REPAIRS</td>
<td>160.00</td>
<td>160.00</td>
</tr>
<tr>
<td>108376</td>
<td>APPLIED CONCEPTS INC</td>
<td>DSR 2 ANTENNA RADAR</td>
<td>2,895.00</td>
<td>2,895.00</td>
</tr>
<tr>
<td>108377</td>
<td>ATTORNEY GENERAL'S OFFICE</td>
<td>ATTORNEY GENERAL FEES, 2020-1</td>
<td>375.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ATTORNEY GENERAL FEES, 2020-A</td>
<td>225.00</td>
<td></td>
</tr>
<tr>
<td>108378</td>
<td>BOB D CAMPBELL &amp; COMPANY</td>
<td>PROF SERVICES AUGUST</td>
<td>630.00</td>
<td>630.00</td>
</tr>
<tr>
<td>108379</td>
<td>BRIGGS TURF FARM</td>
<td>SOD</td>
<td>39.75</td>
<td>39.75</td>
</tr>
<tr>
<td>108380</td>
<td>BURNS &amp; MCDONNELL ENGINEERING</td>
<td>2020 ENGINEERING ON MISSION RD. 133RD-14</td>
<td>31,618.85</td>
<td>31,618.85</td>
</tr>
<tr>
<td>108381</td>
<td>C &amp; C GROUP DIVISIONS</td>
<td>BUILDING MAINTENANCE REPAIRS</td>
<td>295.00</td>
<td>295.00</td>
</tr>
<tr>
<td>108382</td>
<td>CALLAWAY GOLF CO</td>
<td>PROSHOP MERCHANDISE</td>
<td>426.33</td>
<td>426.33</td>
</tr>
<tr>
<td>108383</td>
<td>CAPITAL SAND COMPANY INC</td>
<td>COURSE TOP DRESSING</td>
<td>612.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COURSE TOP DRESSING</td>
<td>565.00</td>
<td></td>
</tr>
<tr>
<td>108384</td>
<td>CENTRAL LINKS GOLF</td>
<td>GHIN FEES</td>
<td>562.00</td>
<td>562.00</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108385</td>
<td>COMMERCIAL AQUATIC SERVICES</td>
<td>TEST KITS</td>
<td>60.00</td>
<td>107.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LOCK TABS, SHIPPING</td>
<td>47.25</td>
<td></td>
</tr>
<tr>
<td>108386</td>
<td>CORPORATE HEALTH KU MEDWEST</td>
<td>KU MEDWEST - MEDICAL SCREENING (POST)</td>
<td>1,760.00</td>
<td>1,760.00</td>
</tr>
<tr>
<td>108387</td>
<td>CRITICAL SITE PRODUCTS, BIOCON</td>
<td>STRAW WATTLE, STAKES</td>
<td>120.00</td>
<td>120.00</td>
</tr>
<tr>
<td>108388</td>
<td>DISCOUNT TIRE</td>
<td>TIRE MOUNT</td>
<td>46.00</td>
<td>46.00</td>
</tr>
<tr>
<td>108389</td>
<td>DOG WASTE DEPOT</td>
<td>34 CASES DOG WASTE BAGS</td>
<td>1,480.67</td>
<td>1,480.67</td>
</tr>
<tr>
<td>108390</td>
<td>DREXEL TECHNOLOGIES</td>
<td>CONTRACT</td>
<td>74.95</td>
<td>74.95</td>
</tr>
<tr>
<td>108391</td>
<td>ECKROAT, RYAN</td>
<td>VERIZON WIRELESS</td>
<td>69.75</td>
<td>69.75</td>
</tr>
<tr>
<td>108392</td>
<td>EXCEL LINEN SUPPLY</td>
<td>LINEN CLEANING</td>
<td>151.81</td>
<td>151.81</td>
</tr>
<tr>
<td>108393</td>
<td>CALLS LLC</td>
<td>UNIFORM SHIRTS</td>
<td>156.54</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNIFORM SHIRTS</td>
<td>156.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNIFORM RAINJACKET</td>
<td>149.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CROWD CONTROL GEAR</td>
<td>149.85</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNIFORM PANTS</td>
<td>145.90</td>
<td></td>
</tr>
<tr>
<td>108394</td>
<td>GOLFLOGIX INC</td>
<td>GREEN AND YARDAGE BOOKS</td>
<td>300.00</td>
<td>300.00</td>
</tr>
<tr>
<td>108395</td>
<td>GPSI LEASING II - ACCORD LLC</td>
<td>REPAIR GPS UNITS (2)</td>
<td>430.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>REPAIR GPS UNIT (1)</td>
<td>215.00</td>
<td></td>
</tr>
<tr>
<td>108396</td>
<td>GRAINGER INC</td>
<td>FACILITY SIGNS, SIGN POSTS</td>
<td>129.24</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SIGN POSTS</td>
<td>103.40</td>
<td></td>
</tr>
<tr>
<td>108397</td>
<td>GT DISTRIBUTORS INC</td>
<td>DUTY GEAR</td>
<td>98.99</td>
<td>98.99</td>
</tr>
<tr>
<td>100390</td>
<td>GUNTER PEST MANAGEMENT INC</td>
<td>PEST MANAGEMENT</td>
<td>110.00</td>
<td>110.00</td>
</tr>
<tr>
<td>108399</td>
<td>F-20 WINDOW CLEANING LLC</td>
<td>WINDOW CLEANING</td>
<td>137.00</td>
<td>137.00</td>
</tr>
<tr>
<td>108400</td>
<td>F-DR ENGINEERING INC</td>
<td>2020 ENGINEERING ON MISSION RD. LIGHTING</td>
<td>5,816.50</td>
<td>5,816.50</td>
</tr>
<tr>
<td>108401</td>
<td>HUNTER BROTHERS LANDSCAPE LLC</td>
<td>MOW-133RD ROE</td>
<td>260.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRIM WEEDS-95TH LEE</td>
<td>130.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>390.00</td>
<td></td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108402</td>
<td>IMAGEMASTER LLC</td>
<td>ELECTRONIC POS COSTS, 2020-A,1 ISSUES</td>
<td>750.00</td>
<td>750.00</td>
</tr>
<tr>
<td>108403</td>
<td>KANSAS BUREAU OF INVESTIGATION</td>
<td>LAB CASE #K18-00970</td>
<td>400.00</td>
<td>400.00</td>
</tr>
<tr>
<td>108404</td>
<td>KIMBALL MIDWEST</td>
<td>CAPSCREW</td>
<td>77.00</td>
<td>77.00</td>
</tr>
<tr>
<td>108405</td>
<td>KITCHEN SOLUTIONS, FILTA ENVIRONMEMT</td>
<td>FILTAFARY SERVICE</td>
<td>45.00</td>
<td>45.00</td>
</tr>
<tr>
<td>108406</td>
<td>KNIFE MAN, THE</td>
<td>KNIFE SERVICE</td>
<td>45.00</td>
<td>45.00</td>
</tr>
<tr>
<td>108407</td>
<td>LEGAL RECORD</td>
<td>HEARING NOTICE</td>
<td>13.44</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEARING NOTICE</td>
<td>11.48</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEARING NOTICE</td>
<td>11.48</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEARING NOTICE</td>
<td>9.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEARING NOTICE</td>
<td>9.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEARING NOTICE</td>
<td>9.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEARING NOTICE</td>
<td>9.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEARING NOTICE</td>
<td>9.51</td>
<td>74.44</td>
</tr>
<tr>
<td>108408</td>
<td>LOWES</td>
<td>HARDWARE SUPPLIES</td>
<td>4,120.05</td>
<td>4,120.05</td>
</tr>
<tr>
<td>108409</td>
<td>MAHER OIL CO</td>
<td>UNLEADED FUEL</td>
<td>621.15</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DIESEL FUEL</td>
<td>440.33</td>
<td>1,061.48</td>
</tr>
<tr>
<td>108410</td>
<td>MAIL IT</td>
<td>PACK&amp;SHIP MUSIC LIBRARY</td>
<td>82.40</td>
<td>82.40</td>
</tr>
<tr>
<td>108411</td>
<td>MICRO CENTER AR</td>
<td>LAPTOP</td>
<td>1,099.99</td>
<td>1,099.99</td>
</tr>
<tr>
<td>108412</td>
<td>MOST DEPENDABLE FOUNTAINS</td>
<td>PARTS, HOSES</td>
<td>488.00</td>
<td>488.00</td>
</tr>
<tr>
<td>108413</td>
<td>MULTIPLE SERVICES EQUIPMENT CO</td>
<td>POST BASE, SHIPPING</td>
<td>135.30</td>
<td>135.30</td>
</tr>
<tr>
<td>108414</td>
<td>NAACP #4039</td>
<td>OLATHE BRANCH #4039</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>108415</td>
<td>NAVIA BENEFIT SOLUTIONS</td>
<td>AUGUST 125 FEES</td>
<td>148.75</td>
<td>148.75</td>
</tr>
<tr>
<td>108416</td>
<td>NEXT TO NATURE LANDSCAPE LLC</td>
<td>AUGUST/LANDSCAPE BED MAINTENANCE</td>
<td>1,341.11</td>
<td>1,341.11</td>
</tr>
<tr>
<td>108417</td>
<td>OBIJI, MISHEA</td>
<td>CLEANING</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108418</td>
<td>O'REILLY AUTO PARTS</td>
<td>VEHICLE SUPPLIES</td>
<td>52.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BATTERY</td>
<td>47.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LINK KIT, SOCKET</td>
<td>42.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE SUPPLIES</td>
<td>19.99</td>
<td></td>
</tr>
<tr>
<td>108419</td>
<td>PEPSI BEVERAGES COMPANY</td>
<td>BEVERAGES</td>
<td>334.78</td>
<td>334.78</td>
</tr>
<tr>
<td>108420</td>
<td>PHILLIPS 66-CONOCO-76</td>
<td>TRAINING TRAVEL</td>
<td>37.29</td>
<td>37.29</td>
</tr>
<tr>
<td>108421</td>
<td>PING</td>
<td>IRONS SET</td>
<td>916.46</td>
<td>916.46</td>
</tr>
<tr>
<td>108422</td>
<td>PRO DECK &amp; PATIO INC</td>
<td>IRONWOODS DEKPRO</td>
<td>13.44</td>
<td>13.44</td>
</tr>
<tr>
<td>108423</td>
<td>PROFESSIONAL TURF PRODUCTS</td>
<td>VENTRAC MOWER W/ATTACHMENTS</td>
<td>54,259.56</td>
<td>54,410.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EQUIPMENT PARTS</td>
<td>75.18</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOLT, NUT, SENSOR</td>
<td>71.09</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOLT</td>
<td>4.64</td>
<td></td>
</tr>
<tr>
<td>108424</td>
<td>Q4 INDUSTRIES LLC</td>
<td>DUSTERS, EXTENSIONS</td>
<td>154.59</td>
<td>154.59</td>
</tr>
<tr>
<td>108425</td>
<td>REINDERS INC</td>
<td>HOLE PAINTER</td>
<td>138.69</td>
<td>138.69</td>
</tr>
<tr>
<td>108426</td>
<td>REINHART FOODSERVICE</td>
<td>PREPARED FOOD</td>
<td>895.09</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PREPARED FOOD</td>
<td>-44.17</td>
<td>850.92</td>
</tr>
<tr>
<td>108427</td>
<td>SHRED-IT USA LLC</td>
<td>SHREDDING SERVICE</td>
<td>488.12</td>
<td>488.12</td>
</tr>
<tr>
<td>108428</td>
<td>SITEONE LANDSCAPE SUPPLY LLC</td>
<td>BIO STARTERS</td>
<td>585.72</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FERTILIZER</td>
<td>175.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VALVE BOX</td>
<td>67.04</td>
<td>827.96</td>
</tr>
<tr>
<td>108429</td>
<td>SKAJA, CAROL</td>
<td>COVID REFUND CHAIR YOGA</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>108430</td>
<td>STAPLES BUSINESS ADVANTAGE</td>
<td>COVID SUPPLIES</td>
<td>52.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WHITE PADS</td>
<td>29.01</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>25.02</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HANDSANITIZER</td>
<td>18.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLOROX WIPES</td>
<td>18.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>KNIFE</td>
<td>10.41</td>
<td>154.26</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108431</td>
<td>STIFEL NICOLAUS &amp; CO INC</td>
<td>MUNICIPAL ADVISORY SVCS</td>
<td>30,000.00</td>
<td>30,000.00</td>
</tr>
<tr>
<td>108432</td>
<td>STOP STICK LTD</td>
<td>STOP STICK</td>
<td>62.00</td>
<td>62.00</td>
</tr>
<tr>
<td>108433</td>
<td>SUBURBAN LAWN &amp; GARDEN INC</td>
<td>YARD WASTE TIP FEE</td>
<td>40.00</td>
<td>40.00</td>
</tr>
<tr>
<td>108434</td>
<td>SUNSET LAW ENFORCEMENT LLC</td>
<td>AMMUNITION</td>
<td>472.80</td>
<td>472.80</td>
</tr>
<tr>
<td>108435</td>
<td>TEES PLEASE INC</td>
<td>BAMBOO TEES</td>
<td>207.35</td>
<td>207.35</td>
</tr>
<tr>
<td>108436</td>
<td>TIME WARNER CABLE</td>
<td>BUSINESS TV-PW</td>
<td>36.79</td>
<td>36.79</td>
</tr>
<tr>
<td>108437</td>
<td>TOWN &amp; COUNTRY BLDG SERVICES</td>
<td>FLOOR WORK</td>
<td>330.00</td>
<td>330.00</td>
</tr>
<tr>
<td>108438</td>
<td>TRANSUNION RISK &amp; ALTERNATIVE</td>
<td>PROFESSIONAL INVESTIGATIVE SERVICES</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>108439</td>
<td>TROON GOLF LLC</td>
<td>MANAGEMENT FEES - TROON 2020 PLAYERS 1ST SUBSCRIPTION</td>
<td>12,265.95</td>
<td>12,444.23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>178.28</td>
<td></td>
</tr>
<tr>
<td>108440</td>
<td>UNIFIRST CORPORATION</td>
<td>MAT CLEANING</td>
<td>110.78</td>
<td>110.78</td>
</tr>
<tr>
<td>108441</td>
<td>VAN DIEST SUPPLY COMPANY</td>
<td>SUPPLIES</td>
<td>554.00</td>
<td>554.00</td>
</tr>
<tr>
<td>108442</td>
<td>VARNER, KELLY</td>
<td>MILEAGE REIMB</td>
<td>25.30</td>
<td>25.30</td>
</tr>
<tr>
<td>108443</td>
<td>WASTE MANAGEMENT OF KANSAS INC</td>
<td>TRASH DISPOSAL</td>
<td>333.68</td>
<td>842.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRASH DISPOSAL</td>
<td>312.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRASH DISPOSAL</td>
<td>195.92</td>
<td></td>
</tr>
<tr>
<td>108444</td>
<td>WATER DISTRICT 1 JO CO</td>
<td>WATER SERVICE</td>
<td>1,181.35</td>
<td>1,871.56</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WATER SERVICE</td>
<td>459.52</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WATER SERVICE</td>
<td>129.97</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WATER SERVICE</td>
<td>100.74</td>
<td></td>
</tr>
<tr>
<td>108445</td>
<td>WEX BANK</td>
<td>MOTORCYCLE FUEL</td>
<td>161.74</td>
<td>161.74</td>
</tr>
<tr>
<td>2600920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>33.75</td>
<td>33.75</td>
</tr>
<tr>
<td>3140920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>37.14</td>
<td>37.14</td>
</tr>
<tr>
<td>3360920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>181.16</td>
<td>181.16</td>
</tr>
</tbody>
</table>
## Final Check List

<table>
<thead>
<tr>
<th>Check #</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5090920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>143.74</td>
<td>143.74</td>
</tr>
<tr>
<td>6040920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>59.65</td>
<td>59.65</td>
</tr>
<tr>
<td>16240920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>26.64</td>
<td>26.64</td>
</tr>
<tr>
<td>16400920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>154.69</td>
<td>154.69</td>
</tr>
<tr>
<td>16540920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>35.90</td>
<td>35.90</td>
</tr>
<tr>
<td>18380920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>401.27</td>
<td>401.27</td>
</tr>
<tr>
<td>24100920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>125.96</td>
<td>125.96</td>
</tr>
<tr>
<td>26170920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>65.90</td>
<td>65.90</td>
</tr>
<tr>
<td>42030920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>32.53</td>
<td>32.53</td>
</tr>
<tr>
<td>50420920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>20.95</td>
<td>20.95</td>
</tr>
<tr>
<td>58830920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>71.53</td>
<td>71.53</td>
</tr>
<tr>
<td>59120920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>32.62</td>
<td>32.62</td>
</tr>
<tr>
<td>64340920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>140.14</td>
<td>140.14</td>
</tr>
<tr>
<td>65430920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>35.80</td>
<td>35.80</td>
</tr>
<tr>
<td>75520920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>19.80</td>
<td>19.80</td>
</tr>
<tr>
<td>81180920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>44.46</td>
<td>44.46</td>
</tr>
<tr>
<td>83130920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>157.61</td>
<td>157.61</td>
</tr>
<tr>
<td>94100920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>30.79</td>
<td>30.79</td>
</tr>
<tr>
<td>96510920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>47.84</td>
<td>47.84</td>
</tr>
</tbody>
</table>

96 checks in this report.

Grand Total All Checks: 169,740.11
<table>
<thead>
<tr>
<th>Check #</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>108446</td>
<td>A M LEONARD INC</td>
<td>EQUIPMENT</td>
<td>124.71</td>
<td>124.71</td>
</tr>
<tr>
<td>108447</td>
<td>ACUSHNET CO - FOOTJOY</td>
<td>PROSHOP MERCHANDISE</td>
<td>159.39</td>
<td>124.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>82.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>1,015.22</td>
<td>1,256.80</td>
</tr>
<tr>
<td>108448</td>
<td>ACUSHNET CO - TITLEIST</td>
<td>PROSHOP MERCHANDISE</td>
<td>892.05</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>2,016.58</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>527.18</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>245.91</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROSHOP MERCHANDISE</td>
<td>266.87</td>
<td></td>
</tr>
<tr>
<td>108449</td>
<td>AIRGAS MIDSOUTH</td>
<td>SUPPLIES</td>
<td>128.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FACE MASKS</td>
<td>71.10</td>
<td></td>
</tr>
<tr>
<td>108450</td>
<td>ALTEC INDUSTRIES INC</td>
<td>ANNUAL INSPECTION OF AERIAL LIFT</td>
<td>1,157.54</td>
<td>1,157.54</td>
</tr>
<tr>
<td>108451</td>
<td>AMERICAN EQUIPMENT COMPANY</td>
<td>PIN WELDMENT</td>
<td>74.34</td>
<td></td>
</tr>
<tr>
<td>108452</td>
<td>AMTEC</td>
<td>SERVICE</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>108453</td>
<td>AMTEC</td>
<td>TEMPORARY NOTES SERIES 2019-1</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>108454</td>
<td>AT&amp;T</td>
<td>PHONE SERVICE</td>
<td>327.94</td>
<td></td>
</tr>
<tr>
<td>108455</td>
<td>AT&amp;T</td>
<td>PHONE SERVICE</td>
<td>281.67</td>
<td></td>
</tr>
<tr>
<td>108456</td>
<td>AT&amp;T INTERNET</td>
<td>INTERNET SERVICE</td>
<td>190.44</td>
<td></td>
</tr>
<tr>
<td>108457</td>
<td>AT&amp;T INTERNET</td>
<td>CABLE</td>
<td>106.46</td>
<td></td>
</tr>
<tr>
<td>108458</td>
<td>BARKER, BRANDON</td>
<td>CDL REIMBURSEMENT</td>
<td>79.15</td>
<td></td>
</tr>
<tr>
<td>108459</td>
<td>BETSY ROSS FLAG GIRL INC</td>
<td>NEW FLAGS FOR VARIOUS LOCATIONS AROUND</td>
<td>1,923.60</td>
<td></td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108460</td>
<td>BLACK &amp; MCDONALD</td>
<td>2020 STREET LIGHT AND TRAFFIC SIGNAL</td>
<td>18,224.34</td>
<td>18,224.34</td>
</tr>
<tr>
<td>108461</td>
<td>BLUE VALLEY LABORATORIES INC</td>
<td>GOLF HOLE POND MAINTENANCE</td>
<td>450.00</td>
<td>675.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GOLF HOLE POND MAINTENANCE</td>
<td>225.00</td>
<td></td>
</tr>
<tr>
<td>108462</td>
<td>BRUNGERDT HONOMICHL &amp; CO PA</td>
<td>2019 ENGINEERING-LEE BLVD.-63RD ST. TO 9</td>
<td>2,229.00</td>
<td>2,229.00</td>
</tr>
<tr>
<td>108463</td>
<td>BURNS &amp; MCDONIHELL ENGINEERING</td>
<td>2016 ENGINEERING SERVICES ON 143RD ST. E</td>
<td>68,645.28</td>
<td>68,645.28</td>
</tr>
<tr>
<td>108464</td>
<td>CAMDEN WOODS HOMES ASSN INC</td>
<td>REPLACEMENT LANDSCAPING AT 143 &amp;</td>
<td>30,000.00</td>
<td>30,000.00</td>
</tr>
<tr>
<td>108465</td>
<td>CARQUEST AUTO PARTS</td>
<td>WRENCH SPRAY</td>
<td>60.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE MAINT.</td>
<td>12.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LAMP</td>
<td>5.34</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LAMP</td>
<td>7.04</td>
<td></td>
</tr>
<tr>
<td>108466</td>
<td>CARTER WATERS LLC, THE</td>
<td>SWEEPING COMPOUND</td>
<td>85.71</td>
<td>85.71</td>
</tr>
<tr>
<td>108467</td>
<td>CC BRIDAL TAILORS &amp; TUXEDOS</td>
<td>UNIFORMS</td>
<td>193.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNIFORMS</td>
<td>19.00</td>
<td></td>
</tr>
<tr>
<td>108468</td>
<td>CENTRAL SALT</td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>5,217.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>2,547.57</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>2,672.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>1,252.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>2,565.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNTREATED WINTER ROCK SALT</td>
<td>2,550.94</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNTREATED WINTER ROCK SALT</td>
<td>2,536.98</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>6,336.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>2,534.57</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>5,200.56</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNTREATED WINTER ROCK SALT</td>
<td>5,320.44</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>5,124.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>6,509.01</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNTREATED WINTER ROCK SALT</td>
<td>1,277.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500 TONS OF UNTREATED WINTER ROCK SALT</td>
<td>5,253.04</td>
<td>56,900.54</td>
</tr>
<tr>
<td>108469</td>
<td>CERTIFIED LABORATORIES</td>
<td>STD OIL</td>
<td>217.29</td>
<td>217.29</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------</td>
<td>---------------------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108470</td>
<td>CHARLESWORTH CONSULTING LLC</td>
<td>AUGUST 2020 CONSULTING SERVICES</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>108471</td>
<td>CHETS LOCK &amp; KEY</td>
<td>KEY TAG &amp; QUICK RELEASE</td>
<td>11.26</td>
<td>44.98</td>
</tr>
<tr>
<td>108472</td>
<td>CINTAS CORPORATION NO 2</td>
<td>FIRST AID SUPPLIES</td>
<td>198.56</td>
<td>198.56</td>
</tr>
<tr>
<td>108473</td>
<td>COMMERCIAL AQUATIC SERVICES</td>
<td>POOL CHEMICALS</td>
<td>1,364.14</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>POOL CHEMICALS SUPPLIES</td>
<td>135.70</td>
<td></td>
</tr>
<tr>
<td>108474</td>
<td>CONRAD FIRE EQUIPMENT INC</td>
<td>UNIFORMS</td>
<td>47.50</td>
<td>47.50</td>
</tr>
<tr>
<td>108475</td>
<td>CONSOLIDATED COMMUNICATION</td>
<td>PHONE SERVICE</td>
<td>563.51</td>
<td>563.51</td>
</tr>
<tr>
<td>108476</td>
<td>DESIGN MECHANICAL INC</td>
<td>BUILDING MAINTENANCE REPAIRS</td>
<td>251.25</td>
<td>251.25</td>
</tr>
<tr>
<td>108477</td>
<td>DISCOUNT TIRE</td>
<td>TIRE MOUNTING</td>
<td>20.00</td>
<td>20.00</td>
</tr>
<tr>
<td>108478</td>
<td>DREXEL TECHNOLOGIES</td>
<td>ANNUAL SERVICE FOR CUTTER- PLOTTER,</td>
<td>79.13</td>
<td>79.13</td>
</tr>
<tr>
<td>108479</td>
<td>DYKSTRA, MICHAELA</td>
<td>REFUND DUE TO COVID 19</td>
<td>275.00</td>
<td>275.00</td>
</tr>
<tr>
<td>108480</td>
<td>E EDWARDS WORK WEAR INC</td>
<td>SUPPLIES</td>
<td>202.46</td>
<td>202.46</td>
</tr>
<tr>
<td>108481</td>
<td>EMPLOYERS RESOURCE LLC</td>
<td>LEADERSHIP TRAINING</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>108482</td>
<td>ENTEMANN-ROVIN CO</td>
<td>BADGES</td>
<td>362.50</td>
<td>362.50</td>
</tr>
<tr>
<td>108483</td>
<td>EXCEL LINEN SUPPLY</td>
<td>LINEN CLEANING</td>
<td>164.51</td>
<td>164.51</td>
</tr>
<tr>
<td>108484</td>
<td>FACTORY MOTOR PARTS CO</td>
<td>VEHICLE PARTS</td>
<td>261.69</td>
<td>261.69</td>
</tr>
<tr>
<td>108485</td>
<td>FLEX KLEEN</td>
<td>GRILL HOOD CLEANING</td>
<td>385.00</td>
<td>385.00</td>
</tr>
<tr>
<td>108486</td>
<td>FOLDS OF HONOR</td>
<td>PATRIOT DAY DONATIONS</td>
<td>939.76</td>
<td>939.76</td>
</tr>
<tr>
<td>108487</td>
<td>FOLEY INDUSTRIES</td>
<td>VEHICLE PARTS</td>
<td>135.13</td>
<td>135.13</td>
</tr>
<tr>
<td>108488</td>
<td>FORCE AMERICA LLC</td>
<td>FLAT DATA PLAN</td>
<td>225.00</td>
<td>225.00</td>
</tr>
<tr>
<td>108489</td>
<td>FORESTRY SUPPLIERS INC</td>
<td>SUPPLIES</td>
<td>312.57</td>
<td>312.57</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------</td>
<td>-------------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108490</td>
<td>FOSTER BROS WOOD PRODUCTS INC</td>
<td>MULCH $14.95/YD</td>
<td>1,121.25</td>
<td>1,121.25</td>
</tr>
<tr>
<td>108491</td>
<td>GALLS LLC</td>
<td>UNIFORMS</td>
<td>248.25</td>
<td>248.25</td>
</tr>
<tr>
<td>108492</td>
<td>GEORGE BUTLER ASSOCIATES INC</td>
<td>2020 BRIDGE INSPECTIONS 26 + 1 CULVERT,</td>
<td>36,900.00</td>
<td>36,900.00</td>
</tr>
<tr>
<td>108493</td>
<td>GEVEKO MARKINGS INC</td>
<td>MATERIALS &amp; SUPPLIES</td>
<td>497.07</td>
<td>824.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MATERIALS &amp; SUPPLIES</td>
<td>327.05</td>
<td></td>
</tr>
<tr>
<td>108494</td>
<td>GOLFWOW LLC</td>
<td>ONLINE TEE TIMES</td>
<td>985.00</td>
<td>985.00</td>
</tr>
<tr>
<td>108495</td>
<td>GOVERNMENT SOLUTIONS LLC, MCKESS</td>
<td>FACE MASK</td>
<td>608.07</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MAYOR MASKS</td>
<td>1,215.75</td>
<td>1,823.82</td>
</tr>
<tr>
<td>108496</td>
<td>GRAINGER INC</td>
<td>COMPARTMENT BOX</td>
<td>242.48</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CELL PHONE CASE</td>
<td>50.31</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>AIR REGULATOR</td>
<td>178.94</td>
<td></td>
</tr>
<tr>
<td>108497</td>
<td>GUNTER PEST MANAGEMENT INC</td>
<td>PEST CONTROL</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PEST CONTROL SERVICE</td>
<td>55.00</td>
<td></td>
</tr>
<tr>
<td>108498</td>
<td>HAYDEN GROUP INC, THE</td>
<td>25.25 TONS OF PREMIER PLAY BUNKER SAND</td>
<td>2,502.72</td>
<td>2,502.72</td>
</tr>
<tr>
<td>108499</td>
<td>HEATHWOOD OIL CO INC</td>
<td>WIPER WASH &amp; DRUM</td>
<td>95.24</td>
<td></td>
</tr>
<tr>
<td>108500</td>
<td>HEN HOUSE BALLS FOOD STORES</td>
<td>TRAINING ROOM SUPPLIES</td>
<td>136.56</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMMUNITY EVENT SUPPLIES</td>
<td>37.94</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMMUNITY EVENT SUPPLIES</td>
<td>62.04</td>
<td></td>
</tr>
<tr>
<td>108501</td>
<td>HINCKLEY SPRINGS</td>
<td>BOTTLED WATER</td>
<td>11.25</td>
<td></td>
</tr>
<tr>
<td>108502</td>
<td>HOLLIDAY SAND &amp; GRAVEL CO</td>
<td>TANDEM TRUCK</td>
<td>176.00</td>
<td>176.00</td>
</tr>
<tr>
<td>108503</td>
<td>HP TOOLS</td>
<td>SUPPLIES</td>
<td>260.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUPPLIES</td>
<td>294.99</td>
<td></td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108504</td>
<td>ICE-MASTERS, LLC</td>
<td>SUBSCRIPTION FEE</td>
<td>157.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUBSCRIPTION FEE</td>
<td>90.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 Month Seasonal Rental for Comfort</td>
<td>3,456.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADMIN CONT. EXPENSE</td>
<td>114.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MONTHLY FEE-SEP20</td>
<td>172.00</td>
<td></td>
</tr>
<tr>
<td>108505</td>
<td>INGRAM / FIRE &amp; RESCUE, JERRY</td>
<td>UNIFORMS</td>
<td>1,705.20</td>
<td>1,705.20</td>
</tr>
<tr>
<td>108506</td>
<td>INTERNATIONAL CODE COUNCIL</td>
<td>MATERIAL &amp; SUPPLIES</td>
<td>49.90</td>
<td>49.90</td>
</tr>
<tr>
<td>108507</td>
<td>J M FAHEY CONSTRUCTION CO</td>
<td>2020 BLANKET PO FOR ASPHALT -</td>
<td>3,120.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 BLANKET PO FOR ASPHALT -</td>
<td>12,279.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 BLANKET PO FOR ASPHALT -</td>
<td>1,831.60</td>
<td></td>
</tr>
<tr>
<td>108508</td>
<td>JO CO EQUIPMENT &amp; PARTY RENTAL</td>
<td>CHAIR RENTAL</td>
<td>595.00</td>
<td>595.00</td>
</tr>
<tr>
<td>108509</td>
<td>JO CO GOVERNMENT</td>
<td>3RD QTR ONLINE SUBSCRIPTION FEE</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>108510</td>
<td>JO WYANDOTTE CO COUNCIL-MAYORS</td>
<td>ANNUAL MEMBERSHIP 2020-2021</td>
<td>365.00</td>
<td>365.00</td>
</tr>
<tr>
<td>108511</td>
<td>KANSAS STATE TREASURER</td>
<td>BATCH 54625</td>
<td>7,984.00</td>
<td>7,984.00</td>
</tr>
<tr>
<td>108512</td>
<td>KAT NURSERIES</td>
<td>LANDSCAPE PLANTS</td>
<td>849.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LANDSCAPE SUPPLIES</td>
<td>945.00</td>
<td></td>
</tr>
<tr>
<td>108513</td>
<td>KC COLORS AUTO BODY</td>
<td>UNIT 181 REPAIRS</td>
<td>4,048.69</td>
<td>4,048.69</td>
</tr>
<tr>
<td>108514</td>
<td>KONICA MINOLTA BUSINESS SOL</td>
<td>2020 KONICA COPIER MAINTENANCE</td>
<td>2,149.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 KONICA COPIER MAINTENANCE</td>
<td>65.01</td>
<td></td>
</tr>
<tr>
<td>108515</td>
<td>LANDMARK DODGE</td>
<td>2020 POLICE VEHICLES</td>
<td>28,639.00</td>
<td>28,639.00</td>
</tr>
<tr>
<td>108516</td>
<td>M &amp; M GOLF CARS LLC</td>
<td>CART SUPPLIES</td>
<td>107.30</td>
<td>107.30</td>
</tr>
<tr>
<td>108517</td>
<td>MAHER OIL CO</td>
<td>UNLEADED FUEL</td>
<td>607.28</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DIESEL FUEL</td>
<td>415.83</td>
<td></td>
</tr>
<tr>
<td>108518</td>
<td>MCKEEVERS PRICE CHOPPER</td>
<td>WATER AND DRINKS</td>
<td>71.90</td>
<td>71.90</td>
</tr>
<tr>
<td>108519</td>
<td>MICRO CENTER AR</td>
<td>HARDWARE</td>
<td>68.97</td>
<td>68.97</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------</td>
<td>-------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108520</td>
<td>MID AMERICAN SIGNAL INC</td>
<td>ANNUAL PO FOR ON-CALL SERVICES OF</td>
<td>625.00</td>
<td>625.00</td>
</tr>
<tr>
<td>108521</td>
<td>MINUTEMAN PRESS OF OP</td>
<td>PRINTING &amp; BINDING</td>
<td>242.00</td>
<td>242.00</td>
</tr>
<tr>
<td>108522</td>
<td>MYERS BROTHERS OF KANSAS CITY</td>
<td>SERVICE CALL</td>
<td>555.00</td>
<td>555.00</td>
</tr>
<tr>
<td>108523</td>
<td>OBIJI, MISHEA</td>
<td>CLEANING</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLEANING</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLEANING</td>
<td>150.00</td>
<td>350.00</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------</td>
<td>---------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108524</td>
<td>O'REILLY AUTO PARTS</td>
<td>OIL FILTER</td>
<td>4.22</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>EQUIPMENT PARTS</td>
<td>63.42</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>40.49</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>6.12</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>47.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>85.84</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>137.97</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CORE RETURN</td>
<td>-10.52</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>7.98</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>19.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>RETURN SEMI=MET PAD</td>
<td>-73.71</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>73.71</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>14.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>47.88</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>153.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE PARTS AND SUPPLIES</td>
<td>85.47</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOOLS</td>
<td>19.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OIL FILTER</td>
<td>4.35</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VEHICLE SUPPLIES</td>
<td>14.97</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ANTIFREEZE AND CREDIT FOR 5362-154291 &amp;</td>
<td>-4.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WIPER FLUID</td>
<td>11.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MINI LAMP</td>
<td>5.43</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADHESIVE</td>
<td>9.54</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OIL FILTER</td>
<td>23.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SENSOR</td>
<td>48.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OIL FILTER</td>
<td>4.35</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OIL FILTER AND CERAMIC PADS</td>
<td>50.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>893.97</td>
</tr>
<tr>
<td>108525</td>
<td>PARAMOUNT PONY</td>
<td>PETTING ZOO 10/9/2020</td>
<td>549.00</td>
<td>549.00</td>
</tr>
<tr>
<td>108526</td>
<td>PB HOIDALE CO INC</td>
<td>FUEL MASTER TUTORIAL</td>
<td>386.00</td>
<td>386.00</td>
</tr>
<tr>
<td>108527</td>
<td>PEERFIT INC</td>
<td>Peerfit - August fees</td>
<td>1,371.00</td>
<td>1,371.00</td>
</tr>
<tr>
<td>108528</td>
<td>PEPSI BEVERAGES COMPANY</td>
<td>BEVERAGES</td>
<td>597.18</td>
<td>597.18</td>
</tr>
<tr>
<td>108529</td>
<td>PET CREMATION SERVICES</td>
<td>ANIMAL CREMATIONS</td>
<td>365.00</td>
<td>365.00</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108530</td>
<td>POP CULTURE SCULPTURES</td>
<td>BALLOON ARTIST ENTERTAINMENT-</td>
<td>700.00</td>
<td>700.00</td>
</tr>
<tr>
<td>108531</td>
<td>PRAXAIR DISTRIBUTION INC 493</td>
<td>INDUSTRIAL ACETYLENE</td>
<td>387.91</td>
<td>387.91</td>
</tr>
<tr>
<td>108532</td>
<td>PRO TOW LLC</td>
<td>TOWING SERVICES</td>
<td>134.00</td>
<td>134.00</td>
</tr>
<tr>
<td>108533</td>
<td>PROFESSIONAL TURF PRODUCTS</td>
<td>EQUIPMENT PARTS</td>
<td>410.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BEDKNIFE-EDGEMAX</td>
<td>226.58</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BATTERY</td>
<td>231.58</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUSPENSION SEAT</td>
<td>197.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BELT</td>
<td>225.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUPPLIES</td>
<td>5.74</td>
<td></td>
</tr>
<tr>
<td>108534</td>
<td>PROGRESSIVE ELECTRONICS INC</td>
<td>JUSTICE CENTER FIRE INSPECT, SERVICES ON ALARM SERVICE</td>
<td>1,992.00</td>
<td>2,422.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>430.00</td>
<td></td>
</tr>
<tr>
<td>108535</td>
<td>Q4 INDUSTRIES LLC</td>
<td>SUPPLIES</td>
<td>239.85</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUPPLIES</td>
<td>94.08</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUPPLIES</td>
<td>58.97</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOWELS ETC</td>
<td>1,200.72</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FACILITY SUPPLIES</td>
<td>345.38</td>
<td></td>
</tr>
<tr>
<td>108536</td>
<td>R M I GOLF CARTS</td>
<td>TIR-30 RHQX BLIZZARD</td>
<td>320.00</td>
<td>320.00</td>
</tr>
<tr>
<td>108537</td>
<td>RAMAIR INC</td>
<td>HVAC FILTERS</td>
<td>-208.26</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HVAC FILTERS</td>
<td>248.96</td>
<td>40.70</td>
</tr>
<tr>
<td>108538</td>
<td>RANCH MART ACE HARDWARE</td>
<td>MATERIAL &amp; SUPPLIES</td>
<td>4.63</td>
<td>4.63</td>
</tr>
<tr>
<td>108539</td>
<td>RAYTOWN SCREEN PRINTING</td>
<td>CLOTHING</td>
<td>195.00</td>
<td>195.00</td>
</tr>
<tr>
<td>108540</td>
<td>REEVES WEDMAN COMPANY</td>
<td>BUILDING &amp; GROUNDS</td>
<td>77.97</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLADES</td>
<td>216.20</td>
<td></td>
</tr>
<tr>
<td>108541</td>
<td>ROBOTRONICS INC</td>
<td>EXPENDABLE EQUIP.</td>
<td>11,479.00</td>
<td>11,479.00</td>
</tr>
<tr>
<td>108542</td>
<td>ROMA BAKERY</td>
<td>PREPARED FOOD</td>
<td>41.10</td>
<td>41.10</td>
</tr>
<tr>
<td>108543</td>
<td>SFS ARCHITECTURE INC</td>
<td>2020 AQUATIC CENTER POOL HOUSE DESIGN</td>
<td>7,820.01</td>
<td>7,820.01</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108544</td>
<td>SHERWIN WILLIAMS CO</td>
<td>SUPPLIES</td>
<td>448.27</td>
<td>448.27</td>
</tr>
<tr>
<td>108545</td>
<td>SIMPLOT PARTNERS</td>
<td>SYRINGE U1 TRA</td>
<td>116.58</td>
<td>116.58</td>
</tr>
<tr>
<td>108546</td>
<td>SNAP-ON BUSINESS SOLUTIONS, NEXIQ</td>
<td>SOFTWARE FOR THE PUBLIC WORKS FLEET</td>
<td>1,491.43</td>
<td>1,491.43</td>
</tr>
<tr>
<td>108547</td>
<td>SPECTRUM</td>
<td>CABLE</td>
<td>39.62</td>
<td>39.62</td>
</tr>
<tr>
<td>108548</td>
<td>STAPLES BUSINESS ADVANTAGE</td>
<td>OFFICE SUPPLIES</td>
<td>57.88</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>54.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>36.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>24.48</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>96.06</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>30.06</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>50.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>12.34</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>36.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OFFICE SUPPLIES</td>
<td>5.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MATERIALS &amp; SUPPLIES</td>
<td>32.53</td>
<td>437.57</td>
</tr>
<tr>
<td>108549</td>
<td>STONELION PUPPET THEATRE</td>
<td>INDEPENDENT CONTRACTOR</td>
<td>475.00</td>
<td>475.00</td>
</tr>
<tr>
<td>108550</td>
<td>STREETWISE INC</td>
<td>TYPE 2 BEADS</td>
<td>760.00</td>
<td>760.00</td>
</tr>
<tr>
<td>108551</td>
<td>SUBURBAN LAWN &amp; GARDEN INC</td>
<td>YARD WASTE TIP FEE</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>YARD WASTE TIP FEE</td>
<td>18.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VIBURNUM</td>
<td>32.72</td>
<td>62.72</td>
</tr>
<tr>
<td>108552</td>
<td>SUPERIOR SIGNALS INC</td>
<td>SIGNS</td>
<td>946.34</td>
<td>1,892.58</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SIGNS</td>
<td>946.34</td>
<td></td>
</tr>
<tr>
<td>108553</td>
<td>SURETY ASSOCIATION OF KC</td>
<td>EVENT CANCELLATION REFUND</td>
<td>400.00</td>
<td>400.00</td>
</tr>
<tr>
<td>108554</td>
<td>SYSCO FOOD SERVICE OF KC INC</td>
<td>SUPPLIES</td>
<td>90.02</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PREPARED FOOD</td>
<td>717.77</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUPPLIES</td>
<td>65.78</td>
<td>873.57</td>
</tr>
<tr>
<td>108555</td>
<td>TIME WARNER CABLE</td>
<td>SPECTRUM BUSINESS INTERNET</td>
<td>126.98</td>
<td>126.98</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>108556</td>
<td>TOWN &amp; COUNTRY BLDG SERVICES</td>
<td>WINDOW WASHING</td>
<td>85.00</td>
<td>85.00</td>
</tr>
<tr>
<td>108557</td>
<td>ULINE INC</td>
<td>EQUIPMENT PARTS</td>
<td>220.88</td>
<td>220.88</td>
</tr>
<tr>
<td>108558</td>
<td>UNIFIRST CORPORATION</td>
<td>MAT CLEANING</td>
<td>87.89</td>
<td>225.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MAT CLEANING</td>
<td>137.96</td>
<td></td>
</tr>
<tr>
<td>108559</td>
<td>UNITED STATES TREASURY</td>
<td>ARBITRAGE REBATE-2019-1 TEMP NOTES</td>
<td>17,187.00</td>
<td>17,187.00</td>
</tr>
<tr>
<td>108560</td>
<td>VANCE BROS INC</td>
<td>ASPHALT</td>
<td>556.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ASPHALT</td>
<td>280.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 BLANKET PO FOR ASPHALT -</td>
<td>1,528.31</td>
<td>2,365.61</td>
</tr>
<tr>
<td>108561</td>
<td>WASTE MANAGEMENT OF KANSAS INC</td>
<td>TRASH DISPOSAL</td>
<td>236.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRASH DISPOSAL</td>
<td>110.14</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRASH DISPOSAL</td>
<td>363.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRASH DISPOSAL</td>
<td>49.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRASH DISPOSAL</td>
<td>159.17</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRASH DISPOSAL</td>
<td>245.72</td>
<td>1,163.80</td>
</tr>
<tr>
<td>108562</td>
<td>WATER DISTRICT 1 JO CO</td>
<td>WATER SERVICE</td>
<td>77.28</td>
<td>77.28</td>
</tr>
<tr>
<td>108563</td>
<td>WEST PUBLISHING CORP, A, THOMSON RI</td>
<td>WEST INFORMATION CHARGES</td>
<td>666.30</td>
<td>666.30</td>
</tr>
<tr>
<td>108564</td>
<td>WESTPORT GLASS INC</td>
<td>INSULATED GLASS</td>
<td>105.00</td>
<td>105.00</td>
</tr>
<tr>
<td>108565</td>
<td>WINFIELD SOLUTIONS LLC</td>
<td>COURSE SUPPLIES</td>
<td>62.00</td>
<td>62.00</td>
</tr>
<tr>
<td>310920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>75.87</td>
<td>75.87</td>
</tr>
<tr>
<td>620920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>208.34</td>
<td>208.34</td>
</tr>
<tr>
<td>1690920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>29.46</td>
<td>29.46</td>
</tr>
<tr>
<td>1820920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>136.27</td>
<td>136.27</td>
</tr>
<tr>
<td>5230920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>114.06</td>
<td>114.06</td>
</tr>
<tr>
<td>5650920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>175.24</td>
<td>175.24</td>
</tr>
<tr>
<td>7190920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>83.09</td>
<td>83.09</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>7280920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>223.07</td>
<td>223.07</td>
</tr>
<tr>
<td>9060920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>69.76</td>
<td>69.76</td>
</tr>
<tr>
<td>9172020</td>
<td>KANSAS GAS SERVICE</td>
<td>GAS SERVICE</td>
<td>1,342.93</td>
<td>1,342.93</td>
</tr>
<tr>
<td>9990920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>2,463.65</td>
<td>2,463.65</td>
</tr>
<tr>
<td>10670920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>130.80</td>
<td>130.80</td>
</tr>
<tr>
<td>11510920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>175.73</td>
<td>175.73</td>
</tr>
<tr>
<td>12170920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>200.42</td>
<td>200.42</td>
</tr>
<tr>
<td>15280920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>84.85</td>
<td>84.85</td>
</tr>
<tr>
<td>16610920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>154.77</td>
<td>154.77</td>
</tr>
<tr>
<td>16800920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>107.31</td>
<td>107.31</td>
</tr>
<tr>
<td>17060920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>264.90</td>
<td>264.90</td>
</tr>
<tr>
<td>17130920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>80.99</td>
<td>80.99</td>
</tr>
<tr>
<td>18030920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>242.94</td>
<td>242.94</td>
</tr>
<tr>
<td>18190920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>79.98</td>
<td>79.98</td>
</tr>
<tr>
<td>20060920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>69.30</td>
<td>69.30</td>
</tr>
<tr>
<td>20170920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>58.13</td>
<td>58.13</td>
</tr>
<tr>
<td>20400920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>2,135.47</td>
<td>2,135.47</td>
</tr>
<tr>
<td>20470920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>48.58</td>
<td>48.58</td>
</tr>
<tr>
<td>20840920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>139.19</td>
<td>139.19</td>
</tr>
<tr>
<td>21150920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>97.29</td>
<td>97.29</td>
</tr>
<tr>
<td>22110920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>20.24</td>
<td>20.24</td>
</tr>
<tr>
<td>22680920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>66.16</td>
<td>66.16</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>-----------</td>
<td>---------</td>
<td>------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>23010920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>91.89</td>
<td>91.89</td>
</tr>
<tr>
<td>25640920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>47.29</td>
<td>47.29</td>
</tr>
<tr>
<td>25750920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>129.11</td>
<td>129.11</td>
</tr>
<tr>
<td>26330920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>221.88</td>
<td>221.88</td>
</tr>
<tr>
<td>26440920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>59.38</td>
<td>59.38</td>
</tr>
<tr>
<td>26700920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>69.08</td>
<td>69.08</td>
</tr>
<tr>
<td>26760920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>18.14</td>
<td>18.14</td>
</tr>
<tr>
<td>26790920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>76.06</td>
<td>76.06</td>
</tr>
<tr>
<td>26870920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>217.80</td>
<td>217.80</td>
</tr>
<tr>
<td>29170920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>129.71</td>
<td>129.71</td>
</tr>
<tr>
<td>30330920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>50.02</td>
<td>50.02</td>
</tr>
<tr>
<td>30810920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>98.17</td>
<td>98.17</td>
</tr>
<tr>
<td>31660920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>96.72</td>
<td>96.72</td>
</tr>
<tr>
<td>32220920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>59.80</td>
<td>59.80</td>
</tr>
<tr>
<td>33740920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>57.98</td>
<td>57.98</td>
</tr>
<tr>
<td>34670920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>1,564.63</td>
<td>1,564.63</td>
</tr>
<tr>
<td>35720920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>70.66</td>
<td>70.66</td>
</tr>
<tr>
<td>36960920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>49.04</td>
<td>49.04</td>
</tr>
<tr>
<td>37140920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>270.20</td>
<td>270.20</td>
</tr>
<tr>
<td>37760920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>5,448.00</td>
<td>5,448.00</td>
</tr>
<tr>
<td>39110920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>82.49</td>
<td>82.49</td>
</tr>
<tr>
<td>39350920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>523.44</td>
<td>523.44</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>----------</td>
<td>---------</td>
<td>------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>41410920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>176.05</td>
<td>176.05</td>
</tr>
<tr>
<td>41480920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>43.17</td>
<td>43.17</td>
</tr>
<tr>
<td>41560920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>64.55</td>
<td>64.55</td>
</tr>
<tr>
<td>43240920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>154.79</td>
<td>154.79</td>
</tr>
<tr>
<td>43510920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>1,550.06</td>
<td>1,550.06</td>
</tr>
<tr>
<td>43650920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>2,156.78</td>
<td>2,156.78</td>
</tr>
<tr>
<td>44330920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>4,463.70</td>
<td>4,463.70</td>
</tr>
<tr>
<td>45420920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>30.36</td>
<td>30.36</td>
</tr>
<tr>
<td>46160920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>67.83</td>
<td>67.83</td>
</tr>
<tr>
<td>47610920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>49.14</td>
<td>49.14</td>
</tr>
<tr>
<td>50870920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>192.13</td>
<td>192.13</td>
</tr>
<tr>
<td>50970920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>524.95</td>
<td>524.95</td>
</tr>
<tr>
<td>51720920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>46.95</td>
<td>46.95</td>
</tr>
<tr>
<td>52440920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>73.50</td>
<td>73.50</td>
</tr>
<tr>
<td>52720920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>71.11</td>
<td>71.11</td>
</tr>
<tr>
<td>52760920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>100.15</td>
<td>100.15</td>
</tr>
<tr>
<td>53130920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>41.80</td>
<td>41.80</td>
</tr>
<tr>
<td>53810920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>5,662.40</td>
<td>5,662.40</td>
</tr>
<tr>
<td>54120920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>18.14</td>
<td>18.14</td>
</tr>
<tr>
<td>55270920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>272.57</td>
<td>272.57</td>
</tr>
<tr>
<td>55550920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>138.29</td>
<td>138.29</td>
</tr>
<tr>
<td>57230920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>88.04</td>
<td>88.04</td>
</tr>
<tr>
<td>Check #</td>
<td>Vendor</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>----------</td>
<td>--------</td>
<td>---------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>59560920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>208.14</td>
<td>208.14</td>
</tr>
<tr>
<td>6070920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>132.71</td>
<td>132.71</td>
</tr>
<tr>
<td>61670920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>88.80</td>
<td>88.80</td>
</tr>
<tr>
<td>62070920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>163.40</td>
<td>163.40</td>
</tr>
<tr>
<td>62940920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>96.37</td>
<td>96.37</td>
</tr>
<tr>
<td>62960920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>203.86</td>
<td>203.86</td>
</tr>
<tr>
<td>6310920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>195.07</td>
<td>195.07</td>
</tr>
<tr>
<td>64140920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>99.63</td>
<td>99.63</td>
</tr>
<tr>
<td>6530920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>129.65</td>
<td>129.65</td>
</tr>
<tr>
<td>65360920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>298.18</td>
<td>298.18</td>
</tr>
<tr>
<td>65720920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>218.95</td>
<td>218.95</td>
</tr>
<tr>
<td>6750920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>75.91</td>
<td>75.91</td>
</tr>
<tr>
<td>6760920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>65.97</td>
<td>65.97</td>
</tr>
<tr>
<td>69630920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>66.58</td>
<td>66.58</td>
</tr>
<tr>
<td>7080920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>63.59</td>
<td>63.59</td>
</tr>
<tr>
<td>7340920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>178.48</td>
<td>178.48</td>
</tr>
<tr>
<td>7530920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>164.82</td>
<td>164.82</td>
</tr>
<tr>
<td>77680920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>202.45</td>
<td>202.45</td>
</tr>
<tr>
<td>7830920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>216.27</td>
<td>216.27</td>
</tr>
<tr>
<td>78420920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>150.33</td>
<td>150.33</td>
</tr>
<tr>
<td>79580920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>33.17</td>
<td>33.17</td>
</tr>
<tr>
<td>79980920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>261.40</td>
<td>261.40</td>
</tr>
</tbody>
</table>
## Final Check List

<table>
<thead>
<tr>
<th>Check #</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>83410920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>159.15</td>
<td>159.15</td>
</tr>
<tr>
<td>84480920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>87.95</td>
<td>87.95</td>
</tr>
<tr>
<td>85030920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>190.42</td>
<td>190.42</td>
</tr>
<tr>
<td>86420920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>130.78</td>
<td>130.78</td>
</tr>
<tr>
<td>86760920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>177.39</td>
<td>177.39</td>
</tr>
<tr>
<td>89350920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>184.59</td>
<td>184.59</td>
</tr>
<tr>
<td>89590920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>72.94</td>
<td>72.94</td>
</tr>
<tr>
<td>89990920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>123.26</td>
<td>123.26</td>
</tr>
<tr>
<td>93940920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>26.69</td>
<td>26.69</td>
</tr>
<tr>
<td>95690920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>226.53</td>
<td>226.53</td>
</tr>
<tr>
<td>97130920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>21.20</td>
<td>21.20</td>
</tr>
<tr>
<td>97540920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>401.79</td>
<td>401.79</td>
</tr>
<tr>
<td>98740920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>80.94</td>
<td>80.94</td>
</tr>
<tr>
<td>99380920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>121.57</td>
<td>121.57</td>
</tr>
<tr>
<td>99500920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>223.17</td>
<td>223.17</td>
</tr>
<tr>
<td>99910920</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>398.66</td>
<td>398.66</td>
</tr>
<tr>
<td>41009201</td>
<td>EVERGY</td>
<td>POWER SERVICE</td>
<td>97.59</td>
<td>97.59</td>
</tr>
</tbody>
</table>

232 checks in this report.

Grand Total All Checks: $415,907.67
Minutes

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

Councilmembers present via Zoom: Andrew Osman

Councilmembers Absent: None

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
Brian Anderson, Parks Superintendent
Stacie Stromberg, Assistant City Clerk
Patty Bennett, City Attorney
Ross Kurz, Information Services Director
Chief Colin Fitzgerald, Fire Department
Nic Sanders, HR Director
Mark Tepesch, Info. Services Specialist III
Kelly Varner, City Clerk

Staff present via Zoom: Richard Coleman, Community Development Director

Others present via Zoom: Mike Schaadt and Jennifer Goeke, PGAV Architects

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

A motion to approve the agenda as amended was made by Councilmember Harrison, seconded by Councilmember Cain. Motion was approved with a unanimous roll-call vote of 8-0.

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

National Suicide Prevention + Action Month
September 2020

Constitution Week, September 17-23, 2020
Mayor Dunn read selections of each proclamation into record. She stated the proclamations will be mailed to the requestors.

5. PRESENTATIONS/RECOGNITIONS - None

6. SPECIAL BUSINESS - None

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

A. Accept Appropriation Ordinance 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)

Councilmember Cain requested to pull Item 7G.

Councilmember Harrison requested to pull Item 7E.

A motion to approve the remainder of the Consent Agenda was made by Councilmember Sipple, seconded by Councilmember Cain. Motion was approved with a unanimous roll-call vote of 8-0.

Councilmember Harrison stated her concern for an item on the consent agenda of nearly $1M in planning costs and asked if staff anticipated this amount in the budget. She also mentioned she thought the area on the new maintenance facility was in a flood plain.

Brian Anderson, Parks Superintendent, addressed the Governing Body. He stated the project is where the Parks Maintenance employees will be staffed and he will be the lead staff person in the building. Mr. Anderson stated the amount of the agreement is within their budget and less than what they anticipated. It also has some additional services that are not always included in a project like this, such as the survey and geotechnical report, which normally the City oversees.

Councilmember Harrison stated she believes the Park Maintenance staff deserves the best, but cautioned about unexpected costs.
Mayor Dunn indicated the new Parks Maintenance Facility will not be in a flood plain. Mr. Anderson confirmed it will not, but there is a portion of the land in the flood plain that will be reviewed. He stated the process for choosing a design firm started with over 20 firms that were then narrowed down to 3. Mr. Anderson stated his communication with PGAV has been positive, they seem very organized, and he is looking forward to working with them.

Councilmember Rawlings asked what the City’s goal is for a move in date. Mr. Anderson stated the goal is October 2022.

Councilmember Sipple asked since PGAV recently designed the City of Lenexa’s maintenance facility, will Leawood realize any benefits or ideas that can be incorporated into the design. Mr. Anderson stated part of the PGAV team includes a consultant who specializes in maintenance facility buildings, such as public works and park maintenance. Mr. Anderson stated in initial discussions he was pleased with how the PGAV expert mentioned working for efficiency and usage of the new space. He stated PGAV not only designed the renovation of the Lenexa Public Works Facility, but they also designed that City’s new Recreation Center. Councilmember Sipple stated in his experience firms with substantial experience do not always have to start from scratch to solve any problems or “re-invent the wheel” and can start working quickly.

A motion to approve Item 7E was made by Councilmember Harrison, seconded by Councilmember Filla. Motion was approved with a unanimous roll-call vote of 8-0.

Councilmember Cain asked for a clarification of Item 7G to help refresh her memory of the project. Councilmember Sipple replied he believed a mechanical gate will be added along the driveway going into the Ironhorse parking lot for safety and security.

David Ley, Public Works Director, addressed the Governing Body. He stated Councilmember Sipple is correct that it is for construction of a future gate – pricing to come later this year to the Council. He stated after meeting with the gate company, it was found that the roadway is too wide of a span, so an island is needed for the double-gate system.

A motion to approve Item 7G was made by Councilmember Cain, seconded by Councilmember Filla. Motion was approved with a roll-call vote of 8-0.

Councilmember Osman asked if a gate will be installed around the entire perimeter of the clubhouse. Mr. Ley stated the gate will not go around the entire clubhouse but across Bell Drive and approximately 25 feet on either side. There will be a fence that will block the roadway so no one can drive around the gate. Councilmember Osman stated there would be nothing to prevent a person from driving on the sidewalk or through the grass on the left side. Mr. Ley explained when they met with the gate contractor the company will offer a price to install a fence between the curb and sidewalk and another fence between the sidewalk and existing fence that surrounds the putting green. On the west side, a fence will be installed up the berm and landscape area of the subdivision.

A. My sincere sympathies to the family and friends of Mayor Michael Copeland who passed away unexpectantly on August 19th at the age of 58. Mike joined the Olathe City Council in 1993 and was elected Mayor in 2001. Under his leadership Olathe has been
consistently recognized as one of the safest cities and best cities in which to live. Mike was engaged in Olathe and throughout the region with numerous philanthropic groups and activities. He leaves behind his wife Maria and three children, Olivia, Abigail and Joshua.

B. I would also like to offer sympathies for the Leawood Baptist pastor, Adam Carter, for the recent passing of his wife, Marilane Carter. She left behind three children. I ask for a moment of silence for both of these untimely deaths.

C. I attended a virtual annual meeting for the United Community Services of Johnson County. They hired RDG Consultants for a 6-month study on Seniors Housing Preference. They found nearly 50% had listed owner/occupied homes with shared maintenance as their preference. Johnson County has approximately 600,000 residents and by 2030 there will be an additional 90,000 people. There will be 36,000 more homes needed in the next 10 years. There was discussion at the meeting of the importance of not spending more than 30% of income for a home. Affordable housing was discussed at length and defined for Johnson County as being between $150,000 - $180,000. There are not too many in that price range, usually are older homes, and nothing new can be built for that. Affordable apartment living is no more than $500/month, per the study.

D. Councilmember Chuck Sipple joined me at the Leawood Chamber ribbon cutting for Engel & Volkers KC, who recently opened in Park Place. Their advisors specialize in high-end residential, commercial, aviation, etc. and are located in 30 countries on four continents with 12,000 employees. They have 800 shops. We are thrilled to have them in Park Place.

E. The September 2020 issue of the Leawood Lifestyle magazine has an excellent feature on Park Place. The story mentions there were no closures during COVID and they are expanding and adding businesses.

F. I would like to offer congratulations to Rotarians Chuck Sipple and our former Police Chief John Meier for co-chairing a most successful Rotary 5K Labor Day Run. Rotarians Jim Rawlings and Lisa Harrison worked the event while Councilmember Mary Larson ran in the race. The fundraiser had proceeds of nearly $35,000 and 350 participants. It may be an all-time record for the seven years that Rotary has hosted the event.

G. Councilmembers Jim Rawlings, Mary Larson, Lisa Harrison and Chuck Sipple joined Kevin Jeffries and myself on a tour today of the new Element Hotel at Cornerstone Shopping Center in Leawood. Everyone enjoyed the tour and the hotel is beautiful. Congratulations and best wishes for great success was offered.

H. Leawood was voted by BarBend.com as the 4th Most Fit City in Kansas. We were ranked on 11 pieces of data: physical activity, obesity, smoking, health days taken, drinking, exercise opportunities, access to healthy food, air pollution, drinking water, mental distress, and physical distress days. Congratulations to our City for that honor.

I. A second award was given to the City of Leawood from 247wallstreet.com. They ranked the best city to live in for each state and Leawood was ranked #1 for Kansas in home values, low unemployment rate, and one of the safest in the state (1/5 of the comparable national crime rate.) In the past 5 years the City’s population has grown by 7.1%.

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

Councilmember Osman started by stating there is a street improvement project south of 135th but the City is also going to do road improvements in the second phase of the same project. Mr. Ley stated the first phase of the project, from 127th to 133rd, includes metal pipe replacement, mill and overlay of the roadway, and undergrounding of the power lines. It also includes an extension of the storm sewer into Gezer Park. He stated the project is scheduled for construction in 2022 and they would like to begin the design process in early 2021.

Councilmember Harrison asked if 127th to 133rd Street will be completed before the start of south of 133rd Street. Mr. Ley stated there will be two different contractors working in the area and City staff will work with scheduling for good movement along Mission Road. He stated they will be concurrent but that the City will provide good access for the neighborhood residents.

Mayor Dunn asked if this project is anticipated to go quicker than the project to the north. Mr. Ley replied this is the reason he would like to select the engineer a year in advance so work on the power lines can begin prior to the construction.

Councilmember Sipple asked if the roadway will be widened. Mr. Ley stated it will not, but at the intersections the roads may flair out a little for left turn lanes. Councilmember Sipple asked if there will be bike lanes, in which Mr. Ley affirmed they will be striped.

A motion to approve referral to the Public Works Committee by Councilmember Osman, seconded by Councilmember Filla. Motion was approved with a unanimous roll-call vote of 8-0.

B. **Councilmember Osman** – Referral to Public Works Committee, request to select a Design Engineer for Lee Boulevard Improvements, Somerset to 83rd Street

Councilmember Osman stated this is the 3rd phase of the Lee Blvd. project. The first phase, 103rd to 95th Street, occurred a year and a half ago. The project was put on hold due to COVID-19. The next phase will be 95th to 83rd Street. Councilmember Osman stated 83rd St to Somerset on Lee Blvd. still needs to be designed.

Mr. Ley stated the intersection at Somerset and Lee Blvd will be reviewed for the access into the retail and office buildings.

Councilmember Sipple asked if the speed limit will be increased in that area. Mr. Ley stated there is currently on-street parking, but that he would like a hire a traffic engineer to review the area. Councilmember Sipple stated it would be nice if Lee Blvd. speed limits were consistent throughout the City. Mr. Ley stated the speed limit is 30 mph until it goes to Somerset then is reduced to 25 mph as it enters the City of Prairie Village.

A motion to approve referral to the Public Works Committee was made by Councilmember Osman, seconded by Councilmember Harrison. Motion was approved with a unanimous roll-call vote of 8-0.
C. Councilmember Filla – Discuss consideration of paperless meeting packets

Councilmember Filla addressed the Governing Body from the podium for a presentation. She stated some years back a citizen inquired about paperless packets and software, and although there had been some discussion with the Council, most Governing Body members preferred to receive paper copies. Councilmember Filla explained she wanted the Council to be aware that there are features already available with the online packet if anyone wanted to choose paperless.

She demonstrated using a .pdf document of the current agenda and explained how the bookmarks and links work, in which a person can move from item to item within the entire packet. She pointed out another feature she appreciated is how one can digitally enlarge data or print size to comfortably read the information that cannot be done on a paper copy. Councilmember Filla stated this capability is so much easier for constituents to find items on the agenda pertaining to their interests. She stated she would like a brief tutorial be available on the City’s website explaining how the public can use and maneuver through the online packet. Councilmember Filla stated this can be of good use during the pandemic and to help save paper.

Councilmember Harrison asked if the Council would be emailed either the packet or a link for it. Kelly Varner, City Clerk, confirmed yes. Councilmember Harrison stated she likes to make notes on her paper copy, but stated she understood she would be able to download and save the packet onto her computer, use the program’s tools for making comments and highlights, and then bring her computer to the meetings. She thanked Councilmember Filla for her explanation and said she changed her mind.

Councilmember Filla stated she does not want to be the last Council to go paperless, because the next generation will be familiar with this technology. She also mentioned she hoped the Stainability Advisory Board was made aware of her efforts going forward. Finally, Councilmember Filla mentioned it allows the City Clerk staff to put together a packet with the most up-to-date information, such as an amended agenda. She stated this technology allows them to be more responsive.

Mayor Dunn thanked Councilmember Filla and asked if any members of the Council wished to go this route to contact Ms. Varner or Ross Kurz, IS Director. She stated paper packets will still be provided for those who wish to keep them.

10. CITY ADMINISTRATOR REPORT - None

11. STAFF REPORT

A. Update: Regarding Leawood Development Ordinance Home Occupations Regulations

Richard Coleman, Community Development Director, addressed the Governing Body via Zoom. He stated City staff did research in neighboring cities to compare regulations. He stated Lenexa is more restrictive but Overland Park, Olathe, and Prairie Village are very similar to Leawood. He stated there was a work session with the Planning Commission on
August 11, 2020, in which two important items came up. One, in reviewing the prohibited list, counseling in the home, as long as it followed all the rules and regulations as far as not creating a traffic nuisance in the neighborhood, would be allowed. Secondly, it was discussed at the work session that it is important to differentiate between employees working from home versus someone who is operating a business out of their home. A business license is required for a home-based business. Mr. Coleman mentioned Cerner as an example, as their business model is now that much of their staff will be expected to continue to work from home, thus their employees would not be required to have a business license in the City of Leawood.

Mayor Dunn stated she understood there was some discussion about Special Use Permits (SUP) and she asked if the Planning Commission will bring anything to the Council about traffic in regards to SUPs. Mr. Coleman stated they will work on clarifying some items in the ordinance, but any changes will be minor.

Councilmember Cain thanked the Planning Commission for their review, but she wonders how it will be regulated and how the public is aware of the regulations. She asked if the Council is being asked to clarify the ordinance, because she does not feel there is a real problem with it currently. She stated she does not want the Council to over-legislate it. Mr. Coleman stated there are very few complaints regarding the City’s home occupation regulations.

Councilmember Filla reiterated that Ms. Divine, the resident who requested licensing for her home-based marriage and family counseling business, has most of her appointment done remotely and very few family sessions in person. She desires to be legitimate because she plans to give up office space as she moves into retirement.

Mayor Dunn asked if the current Leawood Development Ordinance (LDO) list allows counseling. Mr. Coleman stated currently there is no allowance list; there is only a prohibited list. Councilmember Filla asked if home-based counseling would not be put on the list. Mr. Coleman stated it would not be added to the prohibited list.

Councilmember Osman stated he appreciated the intent, but he is not in favor of changing the ordinance. He stated that there are a number of small office suites within the City that property owners rely on for professional business leases. He also pointed out the consideration from a safety standpoint of working in a professional office building with a community versus a private home. He is not comfortable expanding home-based businesses. Councilmember Osman suggested having a SUP requirement, so that if anything gets out of hand, the City has the right to review the license on an annual or biannual basis.

Mayor Dunn mentioned there was a lot of discussion about Special Use Permits at the work session that centered on traffic and the number of cars coming to a particular home, and stated Councilmember Osman made some very good points.

Councilmember Filla asked which cities allow counseling in the home as a business and mentioned Ms. Divine is considering making improvements to her home for visitors both in person and via Zoom. Councilmember Filla explained Ms. Divine wished to reduce her working hours, which was why she wanted to reduce the overhead on an office lease. Mr.
Coleman stated Prairie Village and Overland Park parameters are basically that they do not create a nuisance or traffic. Lenexa requires a SUP for the business.

Councilmember Harrison asked if a resident would need extra home owners insurance that the City would need to verify as a protection. Mr. Coleman said he believed most people would want to have additional insurance, and mentioned one of the cities, depending on the business, requires their Fire Department to do a home inspection.

Scott Lambers, City Administrator, addressed the Governing Body. He said this issue is a sensitive situation, but feels the intent is to protect the integrity of the residential aspect of the neighborhood, and an SUP is not accomplishing that. He stated it is good that there needs to be a distinction that an employee working from home is not a business and does not need a license or any regulation. If there is a business, he suggested, the line of demarcation is if people are coming to the house or not.

Councilmember Osman asked if the intent tonight is to approve or not approve, or to direct staff to come up with guidelines with a policy to come back to the Council. Mayor Dunn stated she thought it was the latter, as was the reason for the work session. Patty Bennett, City Attorney, stated the LDO does allow counseling, teaching music, tutoring students, etc.; however, it does have a provision to not exceed above-normal traffic. She said counseling is currently not prohibited, as long as the business does not cause a nuisance or violate any other provisions of the LDO. Mayor Dunn stated the nuisance is a broad definition. Ms. Bennett replied nuisance is difficult to define. She stated a license is defined in the City Code because it is a business license; the LDO covers permitted uses. Ms. Bennett stated a business license would be required to run a business from a home, as opposed to working from home as an employee.

Councilmember Sipple asked how a neighbor would lodge a complaint to the City. Ms. Bennett stated they would contact the Neighborhood Services Department. Upon a complaint staff would check for a business license and contact the person with the complaint. Councilmember Sipple asked how many of those type of complaints does the City receive in a year. Mr. Coleman stated there is an action line for concerns and complaints, but the number of home occupation complaints is approximately 3-4 a year, at the most, and deals mostly with rental homes.

Councilmember Cain asked if a business license is an annual requirement. Mr. Coleman confirmed yes and there is a fee.

Mayor Dunn stated there is no action required from the Council at this time, but more education may be needed. She asked how licensing information is available to the public. Mr. Coleman stated there is information on the City’s website regarding a business license, but that it does not specify the type of business.

Mayor Dunn thanked Mr. Coleman for the work session and research on this issue.

B. Director of Finance Dawn Long

2020 Sales Tax Report
Dawn Long, Finance Director, addressed the Governing Body. She stated the Council has been provided a report in the packet of the sales tax revenue in an effort to keep them informed of the latest revenues. The last report was provided to the Council in April.

Ms. Long reported that City Sales Tax has gone up but it is lower than this time last year. She stated the City Use Tax is 45% above last year. She explained this is the tax paid for purchases made outside the City of Leawood, such as online. The total for June is almost the same as last year. For the year, the City’s revenue is approximately 12% below this time last year.

Mayor Dunn stated she felt this is a very optimistic report.

Councilmember Sipple asked what percentage of tax collected outside of the City is received. Ms. Long stated she is unsure of the actual percentage but she will find out.

Councilmember Azeltine asked if any budget amendments will be coming for the remainder of the year. Ms. Long stated there has been an amendment already to lower the revenue expectation for sales tax. She stated it is reviewed monthly and indicated it may need to be lowered again. Mayor Dunn confirmed the Council voted on the amendment recently. Ms. Long stated there will be amendments coming to the Council for expenditures in the next couple of months. Those amendments will need to go to the State.

Councilmember Osman thanked Ms. Long for the report and stated it is exactly the type of information the Council needs. He mentioned an article in the Kansas City Star recently regarding major retailers and restaurants just now coming into defaults. He encouraged everyone to support local restaurants and businesses and make a cognizant effort to do so. Mayor Dunn agreed and pointed out the malls mentioned in the Star article included no Leawood stores. Councilmember Osman requested that a updated report be provided to the Council each month. Ms. Long stated she will do that.

Councilmember Harrison asked if the Finance Department gets a breakdown of alcohol tax, and if staff has noticed if there has been a huge decline in alcohol sales. Ms. Long stated it is a separate account and is distributed quarterly. Councilmember Harrison asked if the City receives tax from alcohol by the drink and not through retail stores. Ms. Long confirmed and stated there has not been a significant decline in alcohol tax.

Mayor Dunn thanked Ms. Long for her report.

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION - None

13. OLD BUSINESS - None

14. OTHER BUSINESS

Mayor Dunn reminded the Council there is a Work Session at the next meeting at 6:00 P.M. to continue reviewing the City’s Economic Policies. The Council Meeting will then start at 7:30 P.M., she stated.
15.  NEW BUSINESS – None

ADJOURN

Meeting was adjourned at 9:01 PM
ADVISORY BOARD
Meeting Minutes – July 14, 2020 - 5:30 p.m.

To reduce the likelihood of the spread of COVID-19 and to comply with social distancing recommendations, this meeting of the Parks and Recreation Advisory Board was conducted remotely using the Zoom media format. The meeting was livestreamed on [YouTube] and the public could access the livestream by going to www.leewood.org/.

Board members in attendance: Kim Galbraith, Greg Williams, Gary Swanson, Bob Wright, and Amy Vlasic.

Board members absent: Chair Karen Ward-Reimer and JoLynn Hobbs.

Council liaisons present: Chuck Sipple and Julie Cain.

Staff members present: Holly York, Chris Claxton, Kim Curran, Brian Anderson, and Camille Sumrall.

Amy Vlasic called the meeting to order at 5:40 p.m.

Kim Galbraith made a motion to approve the minutes from June 9th, 2020 meeting. Greg Williams seconded the motion. A roll call vote was taken to approve the minutes. The minutes were approved unanimously by all members except Bob Wright who abstained from voting.

I. Old Business

A. Update on Pool Operations

Kim stated that since opening the pool on June 15th, operations have been running smoothly with limited capacity and advanced registration. The most popular session is 2:30 pm. Concession and swim lesson sales are down considerably due to the COVID-19 pandemic.

Council Liaison Sipple asked if there has been any resident pushback.

Kim stated the biggest issue was the 24 hour registration deadline, which has now been shortened to 2 hours for more flexibility. Kim added that most people are very kind and thankful we have opened the pool this summer.

Council Liaison Cain asked if we have considered waiving the two hour registration rule.

Kim stated that we need two hours to clean the facility and print the roster of participants. Kim stated they do not want to create a congregation of people at the front desk and pre-registration helps avoid that issue.
B. Update on Footings for Art Pieces

Chris stated we have a bid opening on July 30th and they hope to get better pricing. Holly York, Cultural Arts Supervisor, has spoken with the man who is working on repairing “Women of The World” and it should be done with refurbishing soon. Chris stated she hoped to have both pieces in by the end of 2020.

C. Update on Trail Design from City Hall to Parkway

Brian stated that Continental Engineering is still working on the design. They are working on a solution for drainage near the new bridge. They are also working on lighting fixtures for the tunnel and options for a crosswalk at Tomahawk Creek Parkway. Brian stated that there will be an online bid process for this project due to the COVID-19 pandemic.

Council Liaison Cain asked if there will be a camera in the tunnel for safety.

Brian replied that it would be a good idea to have a camera.

Council Liaison Sipple asked if we will need to get an easement from the condos east of Roe Boulevard to build the bridge.

Brian stated that we have the land we need via an already established easement.

D. Update on RFQ for Design of Pool House Replacement

Chris stated we hope to have an agreement with SFS architecture for the August 3rd City Council meeting. The initial fees they sent were high based on a discrepancy in the RFQ. SFS has sent revised estimated totals for the project that fall more closely in line with our budget.

Brian added that we will have a survey done on the site, and SFS will conduct interviews with employees to parse out any current problems with the structure. SFS will then send over options for the initial design. Brian added it is a complicated process to integrate current elements like the pumps and filters, which will remain intact while the new building is built.

Chris added that there may be additional elements of the projects like a party room or changing the drop off area in front of the pool.

E. Update on RFQ for Design of New Parks Maintenance Facility

Brian stated that they have completed their interviews with three firms, Dake Wells, PGAV Architects, and SFS Architects. They have chosen PGAV as the firm they would like to recommend for the project. PGAV has stated they believe the budget will be adequate to complete the project.

Brian stated he believes they will do an excellent job. He will send the architecture engineering agreement to them shortly, then they will send their fees to design the project.

Council Liaison Cain asked if the funds for the project were included in the Capital Improvement Plan.
Brian responded that the funds were outside of the Park Capital Improvement Plan but they are budgeted.

Council Liaison Cain asked how much the total budget is and when the project will begin.

Brian responded the project construction will begin in summer of 2021 and the total budget is approximately 12 million.

Chris responded that she believed construction will begin in 2022. Chris added that she hopes the project does not get delayed past 2022 because currently the Parks Department’s expensive and large machinery does not have a place to be stored. Several pieces have been stolen and the equipment sitting out in the elements may reduce useful life.

Council Liaison Sipple requested that the new facility share assets when possible with the Public Works facility due to their close proximity.

Brian responded that they will make sharing assets a priority. They will not be adding a fuel station and other amenities that the Public Works facility already has. Brian added that the new Parks Maintenance facility will be a storm shelter for the Public Works and Parks Maintenance staff.

F. Discuss CIP for Parks and Recreation 2020-2025

Chris stated that she has been working with finance to reallocate capital improvement projects through 2025 to fall in line with the reduced annual budget of $600,000. By comparison, the standard annual budget is $1 million. For the year 2020 they still have the full budget funds and additional funds for the construction of the pool house and the trail as these funds were carried over from 2019. 2020 projects include the completion of the pool house design and construction of the trail from City Hall to Tomahawk Creek Parkway.

Council Liaison Sipple asked how many people use the trail now from City Hall to Tomahawk Creek Parkway and is there a projection of how many would use it after completion.

Chris stated that she often sees many people using the trail as it is visible from her office. She added that new apartments in the surrounding area will likely add more foot traffic. There are also safety issues for those who choose to cross the intersection of Roe and Town Center Drive. It is not only very busy, but traffic comes from all directions and turn lanes. The trail connection will also allow more foot and bicycle traffic to the library and shopping center without having to cross the intersection.

Brian added that he could put up a trail counter to get accurate numbers if desired.

Chris added that our trails are our most used amenity, especially now during COVID-19. This trail connection would solve one of the “gaps” we currently have.

Council Liaison Cain asked that if any committee members would like to reprioritize any projects now would be the time to speak.

Amy stated that she agrees the trails are important.
Chris added that the annual budget may go back to 1 million annually before 2025 but that is yet to be seen. She added that they have moved several projects to the unfunded list to accommodate the reduced budget.

*Please see attached for the CIP document.*

II. **Miscellaneous**

The next meeting will be held August 11, via Zoom format.

Bob Wright made a motion to table the rest of the agenda. Kim Galbraith seconded the motion. The motion was approved unanimously via roll call vote.

Kim Galbraith made a motion adjourn the meeting. Bob Wright seconded the motion. The motion was approved unanimously via roll call vote.

The meeting adjourned at 7:00 pm.

Respectfully submitted,

[Signature]

Chris Claxton, Parks and Recreation Director
**LEAWOOD PARKS, RECREATION & CULTURAL ARTS**
**CIP FOR PARKS PROJECTS STAFF RECOMMENDED REVISIONS 07/14/20**

<table>
<thead>
<tr>
<th>2020</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Fees, Pool House</td>
<td>$95,500</td>
</tr>
<tr>
<td>Trail, from City Hall (Roe) to TCPKWy Trail “latest estimate”</td>
<td>$850,000</td>
</tr>
<tr>
<td>City Park, Pool House Renovations/Replace Filters/Replace Whale Slide</td>
<td>$1,600,000</td>
</tr>
<tr>
<td></td>
<td>$2,545,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2021</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Fees, Pool House (Remaining)</td>
<td>$100,000</td>
</tr>
<tr>
<td>City Park, Pool House Renovations – Possible increase due to design changes.</td>
<td>$100,000</td>
</tr>
<tr>
<td>Trail, from City Hall (Roe) to TCPKWy Trail – Possible increase due to design changes per PW</td>
<td>$150,000</td>
</tr>
<tr>
<td>Tomahawk Park, Replace Playground – Add PIP Surface (installed in 1999)</td>
<td>$150,000</td>
</tr>
<tr>
<td>All Parks, Strategic/Masterplan</td>
<td>$175,000</td>
</tr>
<tr>
<td></td>
<td>$675,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2022</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Park, Replace Lion’s Shelter/Restroom</td>
<td>$600,000</td>
</tr>
<tr>
<td></td>
<td>$600,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2023</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nature Center, Engineering - address hillside drainage/design</td>
<td>$25,000</td>
</tr>
<tr>
<td>City Park, Replace shelters A &amp; B - Add Restroom (Phase I)</td>
<td>$575,000</td>
</tr>
<tr>
<td></td>
<td>$600,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2024</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-Lan Park, Add Irrigation</td>
<td>$75,000</td>
</tr>
<tr>
<td>City Park, Replace Shelters A &amp; B - Add Restroom (Phase II)</td>
<td>$150,000</td>
</tr>
<tr>
<td>Ironwoods, Nature Center Hillside Improvements (MP)</td>
<td>$375,000</td>
</tr>
<tr>
<td></td>
<td>$600,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2025</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-Lan Park, Replace Playground-Add PIP Surfacing</td>
<td>$300,000</td>
</tr>
<tr>
<td>96th &amp; Lee, Park Development (MP) – (Does not include any $ for restoration of former City Hall or potential renovation of former FS #1)</td>
<td>$350,000</td>
</tr>
<tr>
<td></td>
<td>$650,000</td>
</tr>
</tbody>
</table>

**UNFUNDED (No Priority Order)**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000</td>
</tr>
<tr>
<td>$70,000</td>
</tr>
<tr>
<td>$160,000</td>
</tr>
<tr>
<td>$165,000</td>
</tr>
<tr>
<td>$175,000</td>
</tr>
</tbody>
</table>

TCPKWy Middle Lake, PES Study for future improvements
All Parks, Replace Signage
Park, 143rd & Windsor – Benches, Landscaping and Art *** (MP)
I-Lan Park – Bridge to 3 Acres to the South (MP)
Location TBD, Pickleball Courts (MP)
$220,000  Ironwoods, Community Gardens (MP)
$275,000  Ironwoods, Amphitheater – Add Roof/Trusses to Stage**
$300,000  City Park, Replace Sprayground at Aquatic Center
$300,000  Tomahawk Park, Restroom/Drinking Fountain
$300,000  Ironhorse, Replace all Irrigation Sprinkler Heads
$300,000  City Park, Restrooms – Fields 11 & 12
$400,000  Ironwoods, Pond Outfall Renovation
$500,000  City Park, Indian Creek Bank Stabilization
$2,000,000  Ironwoods, Improvements (MP)
$5,215,000

$40,000,000  Recreation/Wellness Center (MP)

MP = Discussion during development of Masterplan
** = Possible Joint Project – Leawood Stage Company and Leawood Foundation
*** = Possible New Park, Passive with Benches and Art Piece/Fountain

IN QUESTION
$  96th & Lee, Former City Hall Renovation
$375,000  96th & Lee, Former Fire Station (Original Bays) Renovation (per 10/2018 DeGasperi Study)
$10,500,000  143rd & Overbrook, New Parks Facility

★ = Carryover from previous year(s)
Memo

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

From: Dawn Long, Finance Director

Date: September 21, 2020

Re: 2022 Budget Calendar

Attached are the 2022 Budget Governing Body and Planning Commission calendars. Several
work sessions have been scheduled to discuss the 2021 Operating and Capital budgets. Upon your
review and approval, this calendar will be adopted at the September 21, 2020 meeting.

Please contact me should you have any questions.
# Governing Body
## 2022 Budget/Financial Calendar

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation/Adoption of Budget Calendar by GB</td>
<td>September 21, 2020</td>
<td></td>
</tr>
<tr>
<td>Discuss GB Short, Near &amp; Long-Term Goals</td>
<td>January 25, 2021</td>
<td>6:00 WSS</td>
</tr>
<tr>
<td>GB Submittal of 2022 Budget Topics to City Admin</td>
<td>March 15, 2021</td>
<td></td>
</tr>
<tr>
<td>Distribution of 2022 - 2026 C.I.P.</td>
<td>March 19, 2021</td>
<td></td>
</tr>
<tr>
<td>Pre-2022 Budget Public Input</td>
<td>April 5, 2021</td>
<td></td>
</tr>
<tr>
<td>Presentation of C.I.P. to Governing Body</td>
<td>April 5, 2021</td>
<td>6:00 WSS</td>
</tr>
<tr>
<td>Discuss 2022 – 2026 Budget Model Assumptions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022 Budget Books Distributed</td>
<td>May 28, 2021</td>
<td></td>
</tr>
<tr>
<td>Public Hearing on 2022 - 2026 C.I.P.</td>
<td>June 7, 2021</td>
<td></td>
</tr>
<tr>
<td>Approval of 2022 - 2026 C.I.P.</td>
<td>June 7, 2021</td>
<td></td>
</tr>
<tr>
<td>Budget &amp; Finance Committee Work Sessions</td>
<td>June 14-15, 2021</td>
<td>6:00 WSS</td>
</tr>
<tr>
<td><strong>(15th is tentative)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Hearing on 2022 Operating Budget</td>
<td>August 2, 2021</td>
<td></td>
</tr>
<tr>
<td>Council Approve 2022 Operating Budget</td>
<td>August 2, 2021</td>
<td></td>
</tr>
<tr>
<td>Certified Assessments &amp; 2022 Budget Due to the County Clerk</td>
<td>August 25, 2021</td>
<td></td>
</tr>
</tbody>
</table>

## Calendar

<table>
<thead>
<tr>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
</tr>
</thead>
<tbody>
<tr>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
</tr>
<tr>
<td>1 2</td>
<td>1 2 3 4 5 6 7</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6 7</td>
</tr>
<tr>
<td>3 4 5 6 7 8 9</td>
<td>7 8 9 10 11 12 13</td>
<td>7 8 9 10 11 12 13</td>
<td>4 5 6 7 8 9 10</td>
</tr>
<tr>
<td>10 11 12 13 14 15 16</td>
<td>14 15 16 17 18 19 20</td>
<td>14 15 16 17 18 19 20</td>
<td>11 12 13 14 15 16 17</td>
</tr>
<tr>
<td>17 18 19 20 21 22 23</td>
<td>21 22 23 24 25 26 27</td>
<td>21 22 23 24 25 26 27</td>
<td>18 19 20 21 22 23 24</td>
</tr>
<tr>
<td>24 25 26 27 28 29 30</td>
<td>28</td>
<td>28</td>
<td>25 26 27 28 29 30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
</tr>
</thead>
<tbody>
<tr>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
</tr>
<tr>
<td>1</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6 7</td>
</tr>
<tr>
<td>2 3 4 5 6 7 8</td>
<td>6 7 8 9 10 11 12</td>
<td>6 7 8 9 10 11 12</td>
<td>8 9 10 11 12 13 14</td>
</tr>
<tr>
<td>9 10 11 12 13 14 15</td>
<td>13 14 15 16 17 18 19</td>
<td>13 14 15 16 17 18 19</td>
<td>15 16 17 18 19 20 21</td>
</tr>
<tr>
<td>23 24 25 26 27 28 29</td>
<td>27 28 29 30</td>
<td>27 28 29 30</td>
<td>29 30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
</tr>
<tr>
<td>1 2 3 4</td>
<td>1 2</td>
<td>1 2 3 4 5 6 7</td>
<td>1 2 3 4 5 6 7</td>
</tr>
<tr>
<td>5 6 7 8 9 10 11</td>
<td>8 9 10 11 12 13 14</td>
<td>8 9 10 11 12 13 14</td>
<td>6 7 8 9 10 11 12</td>
</tr>
<tr>
<td>12 13 14 15 16 17 18</td>
<td>15 16 17 18 19 20 21</td>
<td>15 16 17 18 19 20 21</td>
<td>13 14 15 16 17 18 19</td>
</tr>
<tr>
<td>26 27 28 29 30</td>
<td>29 30</td>
<td>29 30</td>
<td>27 28 29 30 31</td>
</tr>
</tbody>
</table>
# 2022 - 2026

## CAPITAL IMPROVEMENT PROGRAM (C.I.P.) CALENDAR

### INTERNAL STAFF

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of Materials</td>
<td>January 15, 2021</td>
</tr>
<tr>
<td>DUE to Finance</td>
<td>February 5, 2021</td>
</tr>
<tr>
<td>First Draft of CIP Distributed</td>
<td>February 26, 2021</td>
</tr>
</tbody>
</table>

### GOVERNING BODY

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution to Governing Body</td>
<td>March 19, 2021</td>
</tr>
<tr>
<td>Work Study Session</td>
<td>April 5, 2021</td>
</tr>
<tr>
<td>Public Hearing on 2022 - 2026 C.I.P.</td>
<td>June 7, 2021</td>
</tr>
<tr>
<td>Approval of 2022 - 2026 C.I.P.</td>
<td>June 7, 2021</td>
</tr>
</tbody>
</table>

### PLANNING COMMISSION

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Commission receives 2022 - 2026 C.I.P.</td>
<td>March 19, 2021</td>
</tr>
<tr>
<td>Planning Commission Work Study Session</td>
<td>April 12, 2021</td>
</tr>
<tr>
<td>Planning Commission Meeting/Approval of CIP</td>
<td>April 26, 2021</td>
</tr>
<tr>
<td>Recommendations to the Governing Body</td>
<td></td>
</tr>
</tbody>
</table>
Memo

To: Mayor Dunn and City Council Members
From: Ashlee Tomasic, Assistant City Attorney
Cc: Scott Lambers, Patty Bennett
Date: September 11, 2020
Re: Thomson Reuters (Westlaw) Subscription

The City's current subscription with Thomson Reuters for Westlaw, a legal research service utilized by the legal and court departments, is set to expire. This contract will renew the Westlaw subscription for 3 years. The current Westlaw subscription rate is $666.30 per month. The new rate will be a 3% increase over the current rate to $686.81 per month. After the first year, the rate will increase 3% each year.

Please feel free to contact me with any questions at 913-663-3182 or atomasic@leawood.org
RESOLUTION NO._______

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBSCRIPTION AGREEMENT BETWEEN THE CITY AND THOMSON REUTERS, PERTAINING TO PROVIDING ELECTRONIC LEGAL RESEARCH SERVICES

WHEREAS, the City's legal, court and police departments require the ability to conduct electronic legal research; and

WHEREAS, Thomson Reuters, via Westlaw, provides such an electronic legal research service; and

WHEREAS, the parties desire to execute a subscription agreement to allow Thomson Reuters to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a subscriber agreement between the City and Thomson Reuters, 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 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Ashlee Tomaesic, Assistant City Attorney
Order Form

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products

<table>
<thead>
<tr>
<th>Service Material</th>
<th>Product</th>
<th>Monthly Charges</th>
<th>Minimum Term (Months)</th>
<th>Year Over Year Increase During Minimum Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>40757482</td>
<td>WEST PROFLEX</td>
<td>$686.81</td>
<td>36</td>
<td>3%</td>
</tr>
</tbody>
</table>

Minimum Terms

Online/Practice Solution/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increase for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice. To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software/ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term: Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes: You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact: All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.
Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the same, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, eBook, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWSS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Banded Product Subscriptions. You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.


Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing.

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

• Campus Research
• Contract Express
• Hosted Practice Solutions
• ProView eBooks
• Time and Billing
• West km Software
• West LegalEdcenter
• Westlaw
• Westlaw Doc & Form Builder
• Westlaw Paralegal
• Westlaw Patron Access
• Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: 1-00867644

Signature of Authorized Representative for order

Printed Name

Title

Date

© 2020 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 10/20/2020.
Order ID: Q-00867644
Contact your representative kevin.megilljicuddy@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

**Payment Information:**
Order Confirmation Contact (#28)
Contact Name: Tomasic, Ashlee
Email: atomasic@leawood.org

**Shipping Information:**
Shipping Method: Ground Shipping - U.S. Only
eBilling Contact
Contact Name: Ashlee Tomasic
Email: atomasic@leawood.org

---

### ProFlex Multi-ple Location Details

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Account Address</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000091678</td>
<td>LEAWOOD CITY ATTORNEY</td>
<td>4800 TOWN CENTER DR LEAWOOD KS 66211-2038 US</td>
<td>New</td>
</tr>
</tbody>
</table>

---

### ProFlex Product Details

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Service Material #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Attorneys</td>
<td>42077751</td>
<td>Gvt - National Primary Core</td>
</tr>
<tr>
<td>5</td>
<td>Attorneys</td>
<td>42077755</td>
<td>Gvt - Analytical Plus for Government</td>
</tr>
</tbody>
</table>

---

### Account Contacts

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Email Address</th>
<th>Customer Type Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patricia</td>
<td>Bennett</td>
<td><a href="mailto:jan.b@leawood.org">jan.b@leawood.org</a></td>
<td>EML PSWD CONTACT</td>
</tr>
</tbody>
</table>

---

### Lapsed Products

<table>
<thead>
<tr>
<th>Sub Material</th>
<th>Active Subscription to be Lapsed</th>
<th>Government Select Level 2 States (WestlawNext&lt;sup&gt;TM&lt;/sup&gt;)</th>
</tr>
</thead>
</table>
TO: Peggy Dunn, Mayor  
City Councilmembers  

CC: Scott Lambers, City Administrator  

FROM: Colin Fitzgerald, Fire Chief  

DATE: 21 September 2020  

SUBJECT: Leawood / Med-Act Agreement  

The existing agreement between the City of Leawood and Johnson County regarding the partnership in place for the provision of EMS services expires on September 30, 2020. This agreement was entered into in 2005 and then renewed in 2010 for ten years. A copy of the 2010 agreement is attached.  

Amendments to the agreement bring language and concepts up to current standards. The City's current requirement to provide housing for an ambulance and up to three Med-Act responders remains unchanged other than removing the specific requirement for only using Leawood Fire Station #2. Amendments also allow the County to alter staffing from two paramedics minimum per ambulance to one paramedic and one EMT. This is the national standard for an advanced life support ambulance. A performance statement for response time was also added for Med-Act which helps the Fire Department with accreditation requirements.  

The proposed agreement is for five years (October 1, 2020 to September 30, 2025) and has terms allowing successive five year renewal(s) or cancellation with proper notice. Fire Department staff recommends approval of this agreement.
RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY PERTAINING TO THE PROVISION OF EMERGENCY MEDICAL SERVICES

WHEREAS, the City is in need of the services pertaining to the coordinated delivery of emergency medical services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Interlocal Agreement between the City and the Board of County Commissioners of Johnson County, 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 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____________, 20___, by and between the CITY OF LEAWOOD, KANSAS (hereinafter the "City") and the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS (hereinafter the "County") as the governing board of Johnson County Emergency Medical Services (hereinafter "MED-ACT").

WITNESSETH:

WHEREAS, the County, through MED-ACT, provides Advanced Life Support Emergency Medical and Ambulance Services, [“ALS Services”]; and

WHEREAS, the City, through Leawood Fire Department, provides at minimum, Basic Life Support Services, more commonly known as EMS First Response; and

WHEREAS, the City and the County, through the Leawood Fire Department and MED-ACT have formed a high-functioning partnership to provide emergency medical services including emergency response, training and education, and other collaborative services; and

WHEREAS, the City and the County are committed to providing such service to the community and are committed to the partnership, with both entities focused on timely response and excellent patient care subject; and

WHEREAS, the parties entered into an agreement pertaining to the provision of such services in 2005 and renewed the relationship by an agreement approved in 2010; and

WHEREAS, the parties desire to continue this relationship.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:
I. PURPOSE OF AGREEMENT

It is the purpose and intent of the parties to this Agreement that in consideration of the County providing ALS Services in the City, the City shall provide building space to house MED-ACT personnel and equipment necessary to maintain, operate and administer the ALS Services as set forth herein.

II. TERM OF AGREEMENT

The initial term of this Agreement shall be for a period of five (5) years commencing on October 1, 2020 and ending September 30, 2025 subject to the terms and conditions hereinafter contained. This Agreement may be renewed for like successive terms of five (5) years each; provided, however, either party may terminate this Agreement upon ninety (90) days written notice, given prior to December 31 of any year the Agreement is in effect, to the other party by United States certified or registered Mail with a copy by regular mail or email, stating such party’s intention to terminate this Agreement.

III. BUILDING SPACE

A. The City shall provide and maintain such building space to be determined by the City of Leawood Fire Chief and the MED-ACT Chief to be the most operationally efficient (hereinafter the "Premises"), for MED-ACT to operate, maintain and administer the ALS Services.

B. The City shall make available, within the Premises at each location, sleeping accommodations for three (3) MED-ACT employees, and shall provide for the inside storage of one (1) ambulance.

IV. USE AND OCCUPANCY

A. MED-ACT shall occupy and have possession of that portion of Premises that is
necessary to carry out the functions of MED-ACT as described in this Agreement, and any renewals or extensions thereof, unless this Agreement is otherwise terminated, and shall have the lawful use, occupancy and possession of the Premises, and the City shall defend and protect, by whatever actions may be reasonably necessary, that use and enjoyment. The parties shall mutually agree as to the areas to be used by MED-ACT.

B. The City hereby expressly agrees that the use and occupancy of the Premises by MED-ACT requires secured access to the Premises and the ability to respond in emergency situations, and the City hereby expressly agrees to cooperate with MED-ACT to provide security and protect the Premises, and to ensure that emergency equipment and access is not hindered nor prevented.

C. The County and MED-ACT hereby agree to peaceably surrender the Premises at the end of the initial term of this Agreement, or any renewals or extensions thereof, or upon termination of this Agreement, in the same condition as when MED-ACT took possession, allowing for reasonable use and wear, acts of God, and other causes beyond the control of the County or MED-ACT.

V. CARE AND MAINTENANCE

A. The County and MED-ACT hereby agree to use the Premises only for the purposes intended and shall use reasonable diligence in the care and use of the Premises, and shall not allow the Premises to suffer deterioration or waste, normal wear and tear excepted, and shall not hinder nor unreasonably interfere with the use and occupancy of the City in those portions of the Premises occupied by the City.

B. The County and MED-ACT shall not erect or make any alterations or improvements
in or upon the structural operations of the Premises without the express, prior written consent of the City.

C. The City shall be responsible for and shall make any and all structural repairs and maintenance necessary for the intended use and occupancy of the Premises by MED-ACT. Said repairs and maintenance shall be completed by the City in a timely manner.

VI. UTILITIES AND INSURANCE

A. Utilities. The City shall provide for all reasonable utility services to the Premises as may be necessary for the intended use and occupancy of the Premises by MED-ACT.

B. Insurance. The City shall provide either by appropriate reserve funding or by conventional or pooled insurance, adequate fire and extended coverage insurance for the Premises, but shall not be required to maintain coverage for the contents belonging to the County or MED-ACT. The County shall provide appropriate insurance for any and all MED-ACT vehicles and related equipment and supplies housed on the Premises.

VII. EQUIPMENT AND OPERATIONS

A. The County shall provide all necessary personnel, supplies and equipment required for the operation of the ALS Services. The County agrees to provide oxygen and re-stock disposable EMS medical supplies utilized by the City, at no cost, for all emergency medical responses.

B. The City shall respond to medical incidents within the City and shall also assist in providing response under the following conditions:

1. During peak demand periods, that is, those times when MED-ACT personnel are already en route to, or at the scene of, an emergency situation and the City is the closest available emergency unit.
2. MED-ACT personnel request manpower assistance within the City and/or automatic/mutual aid jurisdiction including providing a driver for transport to the hospital for critical patients.

3. The City shall continue to provide necessary personnel, supplies and equipment for purposes of removing people from entanglements or entrapments (extrication) at the scene of an emergency and/or accident.

C. In all situations described under Paragraphs B (1) and (2) hereinabove, the Johnson County Emergency Communications Center shall be the responsible party to dispatch the City as required.

D. The City shall use its own personnel, supplies, equipment and vehicles when responding to an emergency situation under Paragraphs B (1) and (2) hereinabove.

E. The County agrees to use its best efforts to provide the standard staffing pattern of two (2) paramedics per 24 hour shift, but in no event will staffing be less than one (1) paramedic and (1) EMT per twenty-four (24) hour shift. The parties agree that the staffing pattern may vary for a number of reasons, including the type of emergency situations, illness, or other unforeseen contingencies.

F. The County will use its best efforts to provide a total response time (from call pickup at dispatch until scene arrival) for an ambulance to arrive on scene for emergency incidents in the City of nine (9) minutes, ninety (90) percent of the time. The parties understand that response time may vary due to a number of factors, including the type and number of emergency situations, mechanical failure, or other unforeseen contingencies.

G. It is agreed between the parties that MED-ACT employees shall remain employees of
the County and City employees shall remain employees of the City. Salaries and all employee benefits, if any, shall be provided by each separate party, to their respective employees.

H. Both the County and the City further agree, any operational problems in the ALS Services herein will be discussed between the Fire Chief of the City and the Chief of MED-ACT. Should operational problems remain after said discussion, the problems shall be referred to the Board of County Commissioners of Johnson County, Kansas, and the Governing Body of the City of Leawood, Kansas, for further discussion and resolution.

VIII. CLAIMS

A. The County agrees to investigate, handle, respond to, provide defense for, and defend any and all claims, costs, damages, expenses, suits, judgments, losses, penalties, settlements, charges, professional fees, or other expenses or liabilities, of every kind and character arising out of, or relating to, the omission or negligence of the County under this Agreement at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

B. The City agrees to investigate, handle, respond to, provide defense for, and defend any and all claims, costs, damages, expenses, suits, judgments, losses, penalties, settlements, charges, professional fees, or other expenses or liabilities, of every kind and character arising out of, or relating to, the omission or negligence of the City under this Agreement at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

IX. NOTICES

Any notices or demands required by this Agreement shall be sufficient if sent by the parties
hereto by United States certified or registered mail, postage paid, to the addresses noted below:

**COUNTY:**
Board of Johnson County Commissioners  
c/o Chairman of the Board  
Johnson County Square  
111 South Cherry Street, Suite 3300  
Olathe, Kansas 66061-3441

With a copy by email to [PDavis@jocoems.org]

**CITY:**
City of Leawood  
c/o City Administrator  
4800 Town Center Drive  
Leawood, Kansas 66211

With a copy by email to [colinf@leawood.org]

**X. ASSIGNMENT**

It is understood and agreed that all the rights and privileges of each party arising out of this Agreement shall not be transferred, assigned, or conveyed without the written consent of the other party.

**XI. AMENDMENT**

Any and all provisions of this Agreement may be amended by written Addendum mutually agreed upon and signed by the parties hereto.

**XII. GOVERNING LAW**

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

**XIII. TERMINATION**

Unless otherwise stated in this Agreement, this Agreement shall terminate upon the
expiration of the initial term of this Agreement, or upon the expiration of any renewal or extension term thereof.

XIV. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have executed and made this Agreement effective on the day and year first above written.

CITY OF LEAWOOD, KANSAS

By ____________________________
Mayor Peggy Dunn

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

By ____________________________
Ed Eilert, Chairman

ATTEST:

______________________________
Kelly Varner
City Clerk

______________________________
Lynda Sader
Deputy County Clerk

APPROVED AS TO FORM:

______________________________
Patricia A. Bennett
City Attorney

______________________________
Nicholas Saldan
Assistant County Counselor
AGREEMENT

This Agreement, made and entered into this 26th day of August, 2010, by and between the CITY OF LEAWOOD, KANSAS (hereinafter the "City") and the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS (hereinafter the "County") as the governing board of Johnson County Emergency Medical Services (hereinafter "Med-Act").

WITNESSETH:

WHEREAS, the City is desirous of having the County maintain and operate on its behalf an emergency medical service, more commonly described as a Type II basic life support program (hereinafter the "Type II Program"); and

WHEREAS, the County is willing and able to maintain and operate the Type II Program for the City subject to terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

I. PURPOSE OF AGREEMENT

It is the purpose and intent of the parties to this Agreement that in consideration of the County providing a Type II Program for the City that in exchange the City shall provide such building space to house Med-Act personnel and equipment necessary to maintain, operate and administer the Type II Program.

II. TERM OF AGREEMENT

The initial term of this Agreement shall be for a period of ten [10] years commencing on October 1, 2010 and ending September 30, 2020 subject to the terms and conditions hereinafter
contained. This Agreement may be renewed for like successive terms of ten [10] years each; provided, however, either party may terminate this Agreement upon ninety (90) days written notice, prior to December 31 of any year the Agreement is in effect, to the other party by United States certified or registered mail, stating such party’s intention to terminate this Agreement.

III. BUILDING SPACE

A. The City shall provide and maintain such building space located at 12701 Mission Road, generally described and designated as Leawood, Station No. 2 (hereinafter the "Premises"), satisfactory to Med-Act and as would reasonably be required for the County to operate, maintain and administer the Type II Program.

B. The City shall make available, within the Premises at each location, sleeping accommodations for three (3) Med-Act employees, and shall provide for the inside storage of one (1) Type I ambulance.

IV. USE AND OCCUPANCY

A. Med-Act shall occupy and have possession of that portion of Premises that is necessary to carry out the functions of Med-Act as described in this Agreement, and any renewals or extensions thereof, unless this Agreement is otherwise terminated, and shall have the lawful use, occupancy and possession of the Premises, and the City shall defend and protect, by whatever actions may be reasonably necessary, that use and enjoyment. The parties shall mutually agree as to the areas to be used by Med-Act.

B. The City hereby expressly agrees that the use and occupancy of the Premises by Med-Act requires secured access to the Premises and the ability to respond in emergency situations, and the City hereby expressly agrees to cooperate with Med-Act to provide security and protect the Premises, and to ensure that emergency equipment and access is not hindered nor
C. The County and Med-Act hereby agree to peaceably surrender the Premises at the end of the initial term of this Agreement, or any renewals or extensions thereof, or upon termination of this Agreement, in the same condition as when Med-Act took possession, allowing for reasonable use and wear, acts of God, and other causes beyond the control of the County or Med-Act.

V. CARE AND MAINTENANCE

A. The County and Med-Act hereby agree to use the Premises only for the purposes intended and shall use reasonable diligence in the care and use of the Premises, and shall not allow the Premises to suffer deterioration or waste, normal wear and tear excepted, and shall not hinder nor unreasonably interfere with the use and occupancy of the City in those portions of the Premises occupied by the City.

B. The County and Med-Act shall not erect or make any alterations or improvements in or upon the structural operations of the Premises without the express, prior written consent of the City.

C. The City shall be responsible for and shall make any and all structural repairs and maintenance necessary for the intended use and occupancy of the Premises by Med-Act. Said repairs and maintenance shall be completed by the City in a timely manner.

VI. UTILITIES AND INSURANCE

A. Utilities. The City shall provide for all reasonable utility services to the Premises as may be necessary for the intended use and occupancy of the Premises by Med-Act.

B. Insurance. The City shall provide either by appropriate reserve funding or by conventional or pooled insurance, adequate fire and extended coverage insurance for the
Premises, but shall not be required to maintain coverage for the contents belonging to the County or Med-Act. The County shall provide appropriate insurance for any and all Med-Act vehicles and related equipment and supplies housed on the Premises.

VII. EQUIPMENT AND OPERATIONS

A. The County shall provide all necessary personnel, supplies and equipment required for the operation of the Type II Program. The County agrees to re-stock disposable EMS medical supplies utilized by the City for all emergency responses.

B. The City shall assist in providing emergency response to life threatening calls under the following conditions:

1. During peak demand periods, that is, those times when Med-Act personnel are already en route to, or at the scene of, an emergency situation and the City is the closest available emergency unit.

2 Med-Act personnel request manpower assistance within the City and/or mutual aid jurisdiction including providing a driver for transport to the hospital for Red triage patients

The City shall continue to provide necessary personnel, supplies and equipment for purposes of removing people from entanglements or entrapments (extrication) at the scene of an emergency and/or accident.

C. In all situations described under Paragraphs B(1) and (2) hereinabove, the Emergency Communications Center shall be the responsible party to dispatch the City as required.

D. The City shall use its own personnel, supplies, equipment and vehicles when responding to an emergency situation under Paragraphs B(1) and (2) hereinabove.
E. The County agrees to provide the standard staffing pattern of two (2) mobile intensive care technicians (MICT) per twenty-four (24) hour shift whenever possible; with said pattern being subject, but not limited, to variance by reason of emergency situations, illness, or other unforeseen contingencies that may temporarily vary the standard staffing pattern.

F. It is agreed between the parties that Med-Act employees shall remain employees of the County and City employees shall remain employees of the City. Salaries and all employee benefits, if any, shall be provided by each separate party, to their respective employees.

G. Both the County and the City further agree, any operational problems in the Type II Program herein will be discussed between the Fire Chief of the City and the Chief of Med-Act. Should operational problems remain after said discussion, the problems shall be referred to the Board of County Commissioners of Johnson County, Kansas, and the Governing Body of the City of Leawood, Kansas, for further discussion and resolution.

VIII. CLAIMS

A. The County agrees to investigate, handle, respond to, provide defense for, and defend any and all claims, costs, damages, expenses, suits, judgments, losses, penalties, settlements, charges, professional fees, or other expenses or liabilities, of every kind and character arising out of, or relating to, the omission or negligence of the County under this Agreement at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

B. The City agrees to investigate, handle, respond to, provide defense for, and defend any and all claims, costs, damages, expenses, suits, judgments, losses, penalties, settlements, charges, professional fees, or other expenses or liabilities, of every kind and character arising out of, or relating to, the omission or negligence of the City under this Agreement at its sole expense,
and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

IX. NOTICES

Any notices or demands required by this Agreement shall be sufficient if sent by the parties hereto by United States certified or registered mail, postage paid, to the addresses noted below:

COUNTY: Board of Johnson County Commissioners
c/o Chairman of the Board
Johnson County Square
111 South Cherry Street, Suite 3300
Olathe, Kansas 66061-3441

CITY: City of Leawood
c/o City Administrator
4800 Town Center Drive
Leawood, Kansas 66211

X. ASSIGNMENT

It is understood and agreed that all the rights and privileges of each party arising out of this Agreement shall not be transferred, assigned, or conveyed without the written consent of the other party.

XI. AMENDMENT

Any and all provisions of this Agreement may be amended by written Addendum mutually agreed upon and signed by the parties hereto.

XII. GOVERNING LAW

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

XIII. TERMINATION
Unless otherwise stated in this Agreement, this Agreement shall terminate upon the expiration of the initial term of this Agreement, or upon the expiration of any renewal or extension term thereof.

XIV. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have executed and made this Agreement effective on the day and year first above written.

CITY OF LEAWOOD, KANSAS

By
Mayor Peggy Dunn 8-2-2010

BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS

By
Annabeth Surbaugh, Chairman

ATTEST:

Deb Harper
City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney

ATTEST:

Don Jarrett
Clerk of the Board

APPROVED AS TO FORM:

Nicholas Saldan
Assistant County Counselor
## Fire Department
### Staff Review Fact Sheet

**SUBJECT**
City of Leawood/Johnson Co. Med-Act Agreement

**DISCUSSION**

August 2, 2010

Find attached a renewal contract for the City of Leawood and Johnson County Med-Act. This contract covers the “Type II Ambulance Transport Program” that Med-Act has provided the city for the last 5 years. The only significant change in this new contract is an extension from a 5 year to a 10 year contract. The new contract has been reviewed as to form by the City Attorney, Patty Bennett. The Fire Department is requesting approval of this contract.

Respectfully submitted,

[Signature]

Ben C. Florance, Fire Chief

<table>
<thead>
<tr>
<th>SPONSOR</th>
<th>Fire Department</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ For</td>
</tr>
<tr>
<td>☐ Against</td>
</tr>
<tr>
<td>☐ No position</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNCIL ACTION TO BE TAKEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY OR PROGRAM CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ No</td>
</tr>
<tr>
<td>☐ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONAL IMPACT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COSTS - $0</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FUND SOURCES -</th>
</tr>
</thead>
</table>
RESOLUTION NO. 3435

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO RENEW AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY ["BOCC"], [COLLECTIVELY THE "PARTIES"], PERTAINING TO THE TYPE II BASIC LIFE SUPPORT PROGRAM [MED-ACT].

WHEREAS, the City is in need of the services pertaining to the Type II Basic Life Support Program [Med-Act]; and

WHEREAS, the parties desire to renew an Interlocal 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 renew an Interlocal Agreement between the City and the Board of County Commissioners of Johnson County, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 2nd day of August, 2010

APPROVED by the Mayor this 2nd day of August, 2010.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Staff Review
Fact Sheet

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT FOR NEEDS ASSESSMENT STUDY OF IRONHORSE GOLF COURSE CLUBHOUSE BBN Architects, Inc.

September 21, 2020

DISCUSSION

Staff is requesting approval of a Professional Services Agreement with BBN Architects to provide a Needs Assessment Study of the Ironhorse Clubhouse. Specifically, the Entry Foyer, Vista154 Hall corridor, Grill Dining, Grill Kitchen, Pro Shop, Men’s and Women’s Restrooms, West Balcony Conversion and Storage.

The Vista154 event space is beautiful and functions well for golf and rentals. However, the older spaces of the original clubhouse are in need of updates to bring all the spaces up to date aesthetically and most importantly in terms of functionality. Details of the work to be done are outlined in “Exhibit A” as part of the agreement attached.

This “study” will give us the ability to budget for improvements beyond what is already available in 2020 and 2021.

If approved, the architect will begin the project on September 28, 2020 and conclude the work on or before November 23, 2020. This will give staff time to consider options for the 2022 budget preparation, pending comments from the Governing Body.

Staff is recommending approval of the agreement in the amount of $18,860.00.

Chris Claxton, CPRP
Director of Parks and Recreation

SPONSOR

Parks & Recreation Department

COUNCIL ACTION TO BE TAKEN

Approve Professional Services Agreement for Assessment of Ironhorse Clubhouse.

STAFF RECOMMENDATION

✔️ For

☐ Against

☐ No position

COMMITTEE RECOMMENDATION

☐ For

☐ Against

☐ No position

✔️ No Assignment

POLICY OR PROGRAM CHANGE

✔️ No

☐ Yes

OPERATIONAL IMPACT

Project will provide opportunity to improve functionality of original clubhouse operations.

COSTS

$18,860.00

FUND SOURCES

General Fund - Golf
46600.600.612000.612010
RESOLUTION NO. ____________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BBN ARCHITECTS, INC. IN THE AMOUNT OF $18,860.00 PERTAINING TO IMPROVEMENTS AT IRONHORSE GOLF COURSE

WHEREAS, the City is in need of services pertaining to improvements at Ironhorse Golf Course;

WHEREAS, BBN Architects, Inc. provides such services; and

WHEREAS, the parties desire to execute a Professional Services Agreement regarding such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Professional Services Agreement between the City and BBN Architects, Inc., in the amount of $18,860.00, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____ day of ____________, 20__, in Johnson County, Kansas, by and between the City of Leawood, Kansas ("City"), and BBN Architects, Inc. "Professional"

SECTION 1 – PROFESSIONAL’S DUTIES

Professional shall provide the following services:

Professional understands that time is of the essence in this work and shall submit such reports in a timely fashion and shall, at a minimum, abide by the following schedule:

To provide a Needs Assessment Study of the Ironhorse Golf Course Clubhouse to determine phasing, scope and funding of future renovation projects, including areas such as the Entry foyer, Banquet Hall Corridor, Grill Dining Grill Kitchen, Pro Shop, Men’s and Women’s Restrooms, Balcony and Furniture Storage Area, all as more further set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION II – TERM OF AGREEMENT

The term of this Agreement shall commence on the 28th day of September, 2020, and shall conclude on or before the 23rd day of November, 2020.

SECTION III – TERM OF PAYMENT

The City shall pay Professional, EIGHTEEN THOUSAND, EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS ($18,860.00) City agrees to remit such payment to Professional within 30 days of receipt of invoice, billed monthly.

SECTION IV – TERMINATION

Either party may terminate this Agreement for its convenience upon seven (7) days written notice to the other party, provided, however, that Professional may not terminate the Agreement without completing any project delivered to it prior to said notice of termination. Upon termination, Professional shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Professional, pay Professional for sums for work incurred prior to the date of termination.

SECTION V – INSURANCE

Professional shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is licensed to do business in Kansas; carries a Best’s Policyholder rating of A-:VII or better or otherwise approved by the City. The Professional is required to carry insurance while performing the proposed work for the City. The Professional will furnish a Certificate of
Insurance to the City as part of their proposal. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. With the exception of professional liability, the Professional shall name the City as an additional insured in the amount of $500,000 for all claims determined to be subject to the Kansas Tort Claims Act. With the exception of professional liability, the Professional shall name the City as an additional insured for all other claims set forth below:

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

2. Commercial General Liability
(a) General Aggregate.................................................. $2,000,000.00
(b) Personal and Advertising Injury (Each Person).......................... $1,000,000.00
(c) Each Occurrence.................................................. $1,000,000.00

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

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

Umbrella policy may be used to meet coverage limits.

Policy shall protect the Professional against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the Commercial General Liability section.

4. Workers Compensation (includes “all states” insurance)
(a) Workers Compensation..................................................Statutory
(b) Professional shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.
(c) Employer’s Liability:
   Bodily Injury by Accident .................................................. $500,000 each accident
   Bodily Injury by Disease .................................................. $500,000 policy limit
   Bodily Injury by Disease .................................................. $500,000 each employee

5. Sub-consultant’s Insurance. If any part of this Agreement is to be sublet, the Professional shall either:
   (a) Cover all sub-Professionals under its insurance policies; or
(b) Require each sub-Professional not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

6. Notice of Claim Reduction of Policy Limits
The Professional, 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 Professional shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate in excess of $100,000.00, whether or not such impairment came about as a result of this Contract.

SECTION VI - INDEMNITY

The Professional 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 Professional, its employees, agents, or sub-consultants, or others for whom the Professional is legally liable.

SECTION VII – ASSIGNMENT

The parties hereto agree that neither shall assign, sublet, delegate or transfer their interest or duties in this Agreement without the written consent of the other party and further agree that this Agreement binds the parties, and their heirs and successors.

SECTION VIII – PRIOR STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior written or verbal statements of any representative of the parties hereto and such statements form no part of this Agreement. The parties acknowledge that this Agreement may not be amended or modified except in writing signed by both parties hereto.

SECTION IX – INDEPENDENT PROFESSIONAL

Professional is an independent Professional and as such is not an employee of City. Professional is responsible for any and all federal, state and local taxes.

SECTION X – EQUAL OPPORTUNITY

Professional shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry; in all solicitations Professional shall include the phrase, "equal opportunity employer"; if Professional fails to comply with the manner in
which Professional reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; if Professional 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, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; and Professional shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

SECTION XI – LIEN WAIVERS

The Professional will provide the City with a list of any subcontractors or others performing work on this project and the Professional will not use any other subcontractors or others on the project. The Professional 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 Professional.

SECTION XII– APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Kansas.

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

City of Leawood:

By: ____________________________
    Peggy J. Dunn, Mayor

ATTEST:

Kelly J. Varner, City Clerk, MSM

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Professional:

**BBN Architects, Inc.**

Print Name: Joyce Doolittle Bowman

By: Joyce Doolittle Bowman

Title: President, Principal Architect

Address: 111 North 3rd St, Suite 200

Email: jdo@bbnarchitects.com
Our proposed scope of service would include the following tasks:

Task 1: Obtain and review drawings of original construction and subsequent additions to the clubhouse.

Task 2: Meeting at the site to review the present conditions and discuss shortcomings and the goals for improvements.

Task 3: Prepare computer-generated base sheet drawings of the clubhouse, noting information collected during field verification.

Task 4: Develop conceptual plans that describe the scope and design intent for each component of the renovation.

Task 5: Meet with client group to review the preliminary concepts, and update conceptual plans per input received. Summarize in Needs Assessment report.

Task 6: Prepare an estimation of probable construction cost for preferred concepts.

Task 7: Meet with client group to review final recommendations of Needs Assessment.

The scope of service described above will include the following areas of need and are shown in the approximate priority order discussed with the client group:

**General interior finish updates: Entry Foyer, Banquet Hall Corridor, Grill Dining, Pro Shop**

1. Replace carpet tile and porcelain tile areas with alternative flooring that is easier to keep clean.
2. Coordinate new paint and/or wall coverings.
3. Possibly replace suspended acoustical ceiling and lighting (with LED fixtures).
4. New dining chairs, tables and possibly booths in the Grill Dining Room.
5. Possibly replace Grill menu board with a changeable format unit.

**Kitchen and Grill - Explore ways to improve efficiency of the existing food service operation:**

1. Increase refrigeration and dry storage
2. Improve dishwashing area
3. Explore options to provide circular access around center wall.
4. Add a 3-compartment sink
5. Add pizza capability
6. Revise some built-ins in the Dining Room
7. All of the above to be studied under two conditions: A. staying within the existing interior space, and B. a possible addition to the south that may or may not reside under the existing deep soffit.

August 27, 2020
Exhibit A – BBN Architects, Inc. Scope of Service for Ironhorse
Golf Course Clubhouse Needs Assessment

8. Possibly move common wall between kitchen and dining further into the dining area (maximum 18”).
9. Explore modifications to the common wall between Kitchen and Dining to prohibit views into the kitchen and allow kitchen staff to see the dining area.

**Golf Pro Shop** - Reorganize merchandising displays to create space for more retail offerings

1. Remove display bay windows at Golf Shop and patch wall opening.
2. Consider smaller cashier station – but maintain two POS stations.
3. Consolidate/organize storage in adjacent built-in cabinetry and possibly reduce cabinetry.
4. Explore options for actual display types (hanging racks, slat wall, etc.) to update look and achieve more efficient space usage.

**Men’s and Women’s Restrooms**

1. Update finishes
   - Replace floor tile with an option that complements existing wall tile.
   - Possibly replace suspended acoustical ceiling and lighting (with LED fixtures).
   - Coordinate new paint and/or wall coverings
   - Replace partitions
   - Possibly remove lockers in Men’s Room and patch walls as required

2. Replace plumbing fixtures
   - Replace toilets in non-ADA stalls with high efficiency comfort height models
   - Replace entire lavatory zone (countertops, sinks, faucets).

**Balcony Furniture Storage Area** - Create additional furniture storage area in last bay of west balcony.

1. Assume this will be a non-conditioned space.
2. Modify balcony railing and incorporate two full-height decorative screen walls and door on the two open sides of the space. Existing deck could be covered with indoor/outdoor carpet or artificial turf – but could also remain as wood decking.

**Design Fees**
Fees for professional services will be provided on an hourly not-to-exceed basis with a guaranteed maximum of $18,860. This fee includes both BBN Architects and Santee Becker Associates. Structural, mechanical, electrical and plumbing engineering services are not included in this phase. Should the need arise for engineering assistance we will notify you of the necessary fee increase.

August 27, 2020

PLANNING COMMISSION RECOMMENDATION:
Planning Commission recommends unanimous approval (8-0) of Case 65-20 Town Center Plaza – Amenity Area – request for a Revised Final Plan, with the following stipulations:

1. The project is limited to the construction of the Town Center Plaza - Amenity Area
2. The project shall comply with the design guidelines for Town Center Plaza.
3. Per the Leawood Development Ordinance, where pedestrian routes intersect vehicular access routes, the material of the pedestrian route shall be enhanced and differentiated from the vehicular paving material to match existing crosswalks within the Town Center Plaza development.
4. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.
5. All decorative features not specifically identified on the plan, including lighting on the buildings, paving patterns, paving colors, plantings within the planter areas, benches, planters, decorative details on the building, signs, etc. shall be reviewed and approved by the Planning Staff prior to building permit.
6. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.
7. The approved final landscape plan shall contain the following statements:
   a) All hedges shall be trimmed to maintain a solid hedge appearance.
   b) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
   c) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.
   d) A letter, signed and sealed by a Kansas Registered Landscape Architect, shall be submitted prior to final occupancy that states that all landscaping has been installed per the approved landscape plan and all plant material used is to the highest standards of the nursery industry.
8. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.
9. Development rights under this approval shall vest in accordance with K.S.A. 12-764.
10. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.
11. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all ordinances of the City of Leawood including the Leawood Development Ordinance, unless a deviation has been granted, and to execute a statement acknowledging in writing that they agree to stipulations one through eleven.

PLANNING COMMISSION CHANGES TO STIPULATIONS:
- None.
**APPLICANT:**
- The applicant is John Petersen with Polsinelli.
- The property is owned by Leawood TCP, LLC.
- The engineer is Judd Claussen with Phelps Engineering

**REQUEST:**
- The applicant is requesting approval of a Revised Final Plan to alter the existing amenity area, including removal of the fountain, on the eastern end of the main retail center of Town Center Plaza, in the SD-CR zoning district.

**ZONING:**
- The property is currently zoned SD-CR (Planned General Retail).

**COMPREHENSIVE PLAN:**
- The Comprehensive Plan designates this property as Retail.

**LOCATION:**

**SURROUNDING ZONING:**
- North: Directly north of 117th Street is Park Place, zoned MXD (Mixed Use District), Directly north of Town Center Drive is the City of Leawood City Hall and the Johnson County Public Library, zoned RP-4 (Planned Apartment Residential District, previous LDO)
- South: Directly south of 119th Street are multiple developments within the City of Overland Park
- East: Directly east of Roe Avenue is Camelot Court, zoned SD-CR (Planned General Retail).
- West: Directly west of Nall Avenue is the T-Mobile Campus, located within City of Overland Park
SITE PLAN COMMENTS:

- Amenity area is the current location of the Town Center Plaza fountain.
- The applicant proposes to alter the location by removal of the fountain, while adding a gathering space that will include a fire-pit, seating, and games.

SIGNAGE:

- Town Center Plaza has sign criteria approved by the Governing Body.
- There are no proposed changes to signage with this application.

LIGHTING:

- There are no proposed changes to lighting with this application.

LANDSCAPING

- Existing maple trees on the east side of the project to remain.
- Additional planters to be installed along the northern and southern edges of the project.
- Any existing landscaping removed will be replaced within the site.
Memorandum

TO:     Grant Lang
FROM:   Jarrett Hawley
DATE:   August 20, 2020
SUBJECT: Town Center Plaza Amenity Area

The Leawood Fire Department has no objections or recommendations on Case 65-20 at this time.

Jarrett Hawley
Deputy Chief
Leawood Fire Department
Know what's below. Call before you dig.
Know what's below before you dig. Call 811.
TOWN CENTER PLAZA | GREENSPACE ACTIVATION

OUTDOOR ACTIVATION | EXTERIOR RENDERING
For conceptual purposes only
TOWN CENTER PLAZA | GREENSPACE ACTIVATION

loll designs

lollygagger lounge

QUANTITY: 8

296 reclaimed milk jugs

loll designs.com

It's good to be recycled
<table>
<thead>
<tr>
<th>QUANTITY: 2</th>
<th>QUANTITY: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ET-CT002-4-30-RED-GG</strong></td>
<td><strong>ET-CT002-4-30-YL-GG</strong></td>
</tr>
</tbody>
</table>

**SKU:** ET-CT002-4-30-RED-GG

Commercial Grade 31.5" Square Red Metal Indoor-Outdoor Table Set with 4 Stack Chairs

**SKU:** ET-CT002-4-30-YL-GG

Commercial Grade 31.5" Square Yellow Metal Indoor-Outdoor Table Set with 4 Stack Chairs

---

**Details**

Contemporary Style Table and Stack Chair Set
Red Powder Coat Finish
Square Metal Cafe Table has smooth top with 1" thick edge
Ergonomically curved slat back
Plastic Caps protect finish when stacked
Drain hole in seat prevent water from pooling
Floor Protector Rubber Glides on table and chairs
Designed for Commercial and Residential Use

**Dimensions**

Table Size: 31.5"W x 31.5"D x 29.5"H; Base Size: 26"W
Chair Size: 18"W x 20"D x 33"H; Back Size: 18"W x 17"H; Seat Size: 12-14"W x 14"D x 17.5"H

**Specs**

Contemporary Style Table and Stack Chair Set
Yellow Powder Coat Finish
Square Metal Cafe Table has smooth top with 1" thick edge
Ergonomically curved slat back
Plastic Caps protect finish when stacked
Drain hole in seat prevent water from pooling
Floor Protector Rubber Glides on table and chairs
Designed for Commercial and Residential Use

**Dimensions**

Table Size: 31.5"W x 31.5"D x 29.5"H; Base Size: 26"W
Chair Size: 18"W x 20"D x 33"H; Back Size: 18"W x 17"H; Seat Size: 12-14"W x 14"D x 17.5"H
<table>
<thead>
<tr>
<th>Details</th>
<th>Product Info</th>
<th>Dimensions</th>
<th>Specs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contemporary Style Table and Stack Chair Set</td>
<td>Commercial Grade 31.5&quot; Square Blue Metal Indoor-Outdoor Table Set with 4 Stack Chairs</td>
<td>Table Size: 31.5&quot;W x 31.5&quot;D x 29.5&quot;H; Base Size: 26&quot;W</td>
<td></td>
</tr>
<tr>
<td>Blue Powder Coat Finish</td>
<td></td>
<td>Chair Size: 18&quot;W x 20&quot;D x 33&quot;H; Back Size: 18&quot;W x 17&quot;H; Seat Size: 12-14&quot;W x 14&quot;D x 17.5&quot;H</td>
<td></td>
</tr>
<tr>
<td>Square Metal Cafe Table has smooth top with 1&quot; thick edge</td>
<td>Ergonomically curved slat back</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ergonomically curved slat back</td>
<td>Plastic Caps protect finish when stacked</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic Caps protect finish when stacked</td>
<td>Drain hole in seat prevent water from pooling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drain hole in seat prevent water from pooling</td>
<td>Floor Protector Rubber Glides on table and chairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Protector Rubber Glides on table and chairs</td>
<td>Designed for Commercial and Residential Use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designed for Commercial and Residential Use</td>
<td></td>
<td>Table Size: 31.5&quot;W x 31.5&quot;D x 29.5&quot;H; Base Size: 26&quot;W</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crystal Teal-Blue Powder Coat Finish</td>
<td>Chair Size: 18&quot;W x 20&quot;D x 33&quot;H; Back Size: 18&quot;W x 17&quot;H; Seat Size: 12-14&quot;W x 14&quot;D x 17.5&quot;H</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Square Metal Cafe Table has smooth top with 1&quot; thick edge</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ergonomically curved slat back</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plastic Caps protect finish when stacked</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drain hole in seat prevent water from pooling</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Floor Protector Rubber Glides on table and chairs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Memo

To: Mayor Peggy Dunn & Leawood City Council
From: Mark A. Klein, Planning Official
cc: Scott Lambers, City Administrator
    Richard Coleman, Director of Community Development

Date: 26 August 2020
PC Date: 25 August 2020
Re: Planning Commission Minutes

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

RESOLUTION APPROVING A REVISED FINAL PLAN FOR TOWN CENTER PLAZA – AMENITY AREA – LOCATED SOUTH OF TOWN CENTER DRIVE AND WEST OF ROE AVENUE. (PC CASE 65-20)

WHEREAS, the applicant submitted a request for approval of a Revised Final Plan for Town Center Plaza – Amenity Area;

WHEREAS, such request for approval was presented to the Planning Commission on August 25, 2020; and

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

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

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

1. The project is limited to the construction for the Town Center Plaza - Amenity Area
2. The project shall comply with the design guidelines for Town Center Plaza.
3. Per the Leawood Development Ordinance, where pedestrian routes intersect vehicular access routes, the material of the pedestrian route shall be enhanced and differentiated from the vehicular paving material to match existing crosswalks within the Town Center Plaza development.
4. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, meter banks and air conditioning units, shall be painted to blend with the building and screened from public view with landscaping or with an architectural treatment compatible with the building structure.
5. All decorative features not specifically identified on the plan, including lighting on the buildings, paving patterns, paving colors, plantings within the planter areas, benches, planters, decorative details on the building, signs, etc. shall be reviewed and approved by the Planning Staff prior to installation.
6. Per the Leawood Development Ordinance, all landscaped areas shall be irrigated.
7. The approved final landscape plan shall contain the following statements:
   a) All hedges shall be trimmed to maintain a solid hedge appearance.
   b) All plant identification tags shall remain until issuance of a Final Certificate of Occupancy.
   c) Any deviation to the approved final landscape plan shall require the written approval of the landscape architect and the City of Leawood, prior to installation.
d) A letter, signed and sealed by a Kansas Registered Landscape Architect, shall be submitted prior to final occupancy that states that all landscaping has been installed per the approved landscape plan and all plant material used is to the highest standards of the nursery industry.

8. No construction shall be allowed between the hours of 9:00 p.m. to 7:00 a.m. and not on Sundays.

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

10. The conditions and stipulations of the preliminary plan approval remain in full force and effect except to the extent expressly modified herein.

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

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL] 

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

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

SUBJECT: REQUEST TO APPROVE CHANGE ORDER #1
MISSION ROAD, 119TH TO 127TH STREET IMPROVEMENTS
September 21, 2020

DISCUSSION
The Public Works Department is requesting approval of Change Order No. 1 (attached) to the Construction Agreement between the City and JM Fahey Construction Company for work on the Mission Road, 119th to 127th Street Improvements. The City approved the contract with JM Fahey Construction Company on March 18, 2019 at a construction cost of $3,219,842.85.

The improvements to Mission Road included pavement removal, curb removal, curb replacement, paving, storm sewer removal and replacement, pavement markings, sodding, street light removal and replacement, traffic signal modifications, and striped bike lanes along with a center left turn lane to improve safety.

During the course of the project the scope increased slightly and there was additional work performed to improve the ride quality of the pavement. With this change, the contract will be revised to $3,269,822.85.

It is the recommendation of the Public Works Department that the City Council approves Change Order No. 1 to the contract with JM Fahey Construction Company for a price of $49,980.00 and authorizes the Mayor to sign.

COUNCIL ACTION TO BE TAKEN
Approve Change Order No. 1

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$49,980.00

FUND SOURCES
72065

David Ley, P.E.
Director of Public Works
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 IN THE AMOUNT OF $49,980.00 BETWEEN THE CITY AND J.M. FAHEY CONSTRUCTION COMPANY, PERTAINING TO THE MISSION ROAD IMPROVEMENT PROJECT FROM 119th STREET TO 127th STREET [PROJECT #72065]

WHEREAS, J.M. Fahey Construction Company was selected by the City for services pertaining to the Mission Road Improvement Project; and

WHEREAS, the parties desire to execute Change Order No. 1 to the agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute Change Order No. 1 between the City and J.M. Fahey Construction Company, in the amount of $49,980.00, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set forth herein.

PASSED by the Governing Body this 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL] 

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
CITY OF LEAWOOD

CONTRACT CHANGE ORDER

Project Name: Mission Road (127th to 119th)
Contractor: JM Fahey
Eden Contract No.: 19.025
City Project No.: 72065
Fund No.: 
Change Order No.: 1

The following changes are hereby authorized in the subject agreement dated: March 18, 2019

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO1.1</td>
<td>Overrun Asphalt Tonnage on Wedging</td>
<td>TONS</td>
<td>714</td>
<td>$70.00</td>
<td>49,880.00</td>
</tr>
</tbody>
</table>

TOTAL: $49,880.00

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

- Contract price before this change order: $3,219,842.85
- Total increase/Decrease of this change order: $49,880.00
- Contract price after this change order: $3,269,722.85
CITY OF LEAWOOD

CONTRACT CHANGE ORDER

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

Contract time before this change order: 150 calendar/working days
Total increase/decrease in time for this change order: 125 calendar/working days
Contract suspended days (6/17/19 - 9/16/19 and 12/14/20 - 3/16/20) 184 calendar/working days
Contract time after this change order: 459 calendar/working days

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

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

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

SUBMITTED BY THE CONTRACTOR

J.M. Fahey
Date: __________________________

ACCEPTED BY THE CITY OF LEAWOOD

City Engineer
Date: __________________________

ATTEST:

Kelly L. Varner, City Clerk, MSM
Date: __________________________

APPROVED BY THE CITY OF LEAWOOD

Mayor Peggy J Dunn
Date: __________________________

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Date: __________________________
**DISCUSSION**

Attached is a Resolution approving and authorizing the Mayor to execute an Independent Contractor Agreement with Myers Brothers of Kansas City for $19,527.00. The Agreement is to remove an existing underground lift and install a new 12,000 lb capacity twin post in-ground cassette style lift at the Public Works Facility.

The current lift is the original lift placed when the PW Facility was built and it no longer works and is unrepairable. The lift is used by the Fleet Division to work on fleet and equipment of all City Departments.

Myers Brothers is the only quote we were able to secure. The existing lift will need to be removed and hauled off and then the new one placed. The old lift lasted about twenty (20) years. Staff has asked that this be added to our regular maintenance items and also add it to the replacement schedule for future planned budgets.

It is the recommendation of the Public Works Department that the City Council approve the Agreement with Myers Brothers of Kansas City for $19,527.00 and authorize the Mayor to sign same.

David Ley, P.E.
Director of Public Works

### COUNCIL ACTION TO BE TAKEN

Approve Resolution and Independent Contractor Agreement

### STAFF RECOMMENDATION

- **For**
- **Against**
- **No position**

### COMMITTEE RECOMMENDATION

- **For**
- **Against**
- **No position**

### POLICY OR PROGRAM CHANGE

- **No**
- **Yes**

### OPERATIONAL IMPACT

### COSTS

$19,527.00

### FUND SOURCES

11110.33800.623200
Facility General Fund Budget Building/Ground Maintenance Service
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT IN THE AMOUNT OF $19,527.00 BETWEEN THE CITY AND MYERS BROTHERS OF KANSAS CITY, INC. PERTAINING TO REPLACEMENT OF THE UNDERGROUND LIFT LOCATED AT 14303 OVERBROOK

WHEREAS, the City is in need of services pertaining to replacement of the underground lift at the Public Works Facility;

WHEREAS, Myers Brothers of Kansas City, Inc. provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement between the City and Myers Brothers of Kansas City, Inc., in the amount of $19,527.00, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL]  
Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
CITY OF LEAWOOD

Independent Contractor Agreement

AGreement between the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Myers Brothers of Kansas City, Inc. ("Independent Contractor"), dated ________________.

The Independent Contractor is a (n):

___ Individual
___ Sole proprietorship
___ Partnership
___ Corporation

The Independent Contractor is located at:

Address: 1210 West 28th Street
City/State/ZIP: Kansas City, Mo. 64108
Phone: (816) 931-5501
Email: mundy@myersbrotherskc.com

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

____________________________ or ON FILE

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

A. Work to Be Performed
City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:
Removal of the existing underground lift, haul off of existing underground lift and installation of a new underground 12,000 lb. capacity twin post in-ground cassette style lift with truck and stack adapters, including labor to install, round adapter and dumpster fees as listed on the attached "Exhibit A" (work being done at the Leawood Public Works Maintenance Facility, 14303 Overbrook, Leawood, Ks. 66224)

B. Term of Agreement
The services called for under this Agreement shall commence on September 22, 2020, and shall be concluded on or before ____________________.

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, **NINETEEN THOUSAND, FIVE HUNRED TWENTY-SEVEN DOLLARS AND NO CENTS ($19,527.00)** 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, sexual orientation, gender identity, 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:

By: _____________________________
Peggy J. Dunn, Mayor

ATTEST:
Kelly L. Varner, City Clerk, MSM

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney

INDEPENDENT CONTRACTOR

Contractor: ____________________________

Print Name: __________________________

By: ________________________________

Date: ______________________________

Address: __________________________
MAINTENANCE BOND
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 __________________________, 200 ___.

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

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
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 ____________, 200___,

executed a written contract with the aforesaid City for furnishing all materials, equipment, tools,

superintendence, and other facilities and accessories, for _____________________________ 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

____________________________
Title

ATTEST:

____________________________
Secretary

SURETY COMPANY

____________________________
Address

____________________________
City, State, Zip

____________________________
Phone No.

____________________________
Facsimile No. (if available)

By __________________________
Attorney-in-Fact

By __________________________
Kansas Agent
<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rotary SL212U1110 12,000lb capacity twin post inground cassette style lift</td>
<td>11,202.00</td>
<td>11,202.00</td>
</tr>
<tr>
<td></td>
<td>with truck adapters and stacking height adapters.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor to install less electrical. Includes dumpster fees.</td>
<td>6,500.00</td>
<td>6,500.00</td>
</tr>
<tr>
<td></td>
<td>Option round adapter kit for picking up unibody vehicles.</td>
<td>350.00</td>
<td>350.00</td>
</tr>
<tr>
<td></td>
<td>Bond charge</td>
<td>750.00</td>
<td>750.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SubTotal</th>
<th>$18,802.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping &amp; Handling</td>
<td>$725.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Tax</th>
<th>add</th>
<th>additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Tax</td>
<td>add</td>
<td>additional</td>
</tr>
</tbody>
</table>

| Total     | $19,527.00 |

Proposed by **Kevin Mundy**  Accepted by ____________________________  Date ____________

QUALITY EQUIPMENT DISTRIBUTORS
Memo

To: Mayor Dunn and Members of the City Council
cc: Scott Lambers
From: Ross Kurz, Director of Information Services
Date: September 11, 2020
Re: Sale of surplus Cisco Firewalls and Switches

Item K on the consent agenda involves the sale of surplus Cisco firewalls and switches to Cxtec Incorporated in Syracuse, NY. These surplus Cisco firewalls and switches have been retired and replaced by newer Fortinet firewalls and switches, that utilize advanced intrusion protection and antivirus scanning.

The surplus equipment will be purchased by Cxtec for the amount of $22,750.00.

If you have any questions prior to the meeting, please feel free to contact me at 913-663-9195 or rkurz@leawood.org.
RESOLUTION NO. \___________\ 

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SALES AGREEMENT IN THE AMOUNT OF $22,750.00 BETWEEN THE CITY AND CXTEC, FOR THE SALE OF CERTAIN ELECTRONIC EQUIPMENT

WHEREAS, the City desires to sell certain electronic equipment; and

WHEREAS, CXTEC purchases such equipment; and

WHEREAS, the parties desire to execute a Sales Agreement to memorialize such purchase.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Sales Agreement, in the amount of $22,750.00, between the City and CXTEC, 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 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
PURCHASE AGREEMENT between CXtec (PURCHASER) and the SELLER:
City of Leawood
4800 Town Center Drive
Leawood KS 66211

<table>
<thead>
<tr>
<th>SELLER CONTACT</th>
<th>SELLER TELEPHONE</th>
<th>DATE/TIME OF ORDER</th>
<th>BUYER/SALES REP</th>
<th>PAYMENT TERMS/METHOD NET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ross Kurz</td>
<td>(913)339-6700</td>
<td>26-Mar20 11:38 AM</td>
<td>Mindy Stenger/Carr Monette</td>
<td>30</td>
</tr>
<tr>
<td>SHIP VIA/PRIORITY</td>
<td></td>
<td></td>
<td></td>
<td>UPS/GROUND</td>
</tr>
</tbody>
</table>

This Purchase Agreement Number must appear on all order acknowledgements, packing lists, cartons and correspondence.

Ship To: Receiving: D900961
621 East Brighton Avenue
Syracuse, NY 13210, US

*D900961*

Subject to the Terms and Conditions on this agreement, the SELLER agrees to sell and the PURCHASER agrees to purchase the equipment listed below (the equipment).

<table>
<thead>
<tr>
<th>CX Item #</th>
<th>Description</th>
<th>Mfg. Part #</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>285347</td>
<td>CISCO CATALYST 3850 48 PORT DATA IP SERVICES</td>
<td>WS-C3850-48T-E</td>
<td>2</td>
<td>EA</td>
<td>$800.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>285211</td>
<td>CISCO CAT2960-X 48 PORT POE 740W 4X1GBE SFP LAN BASE</td>
<td>WS-C2960X-48FPS-L</td>
<td>6</td>
<td>EA</td>
<td>$800.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>284992</td>
<td>CISCO CATALYST 2960-X 24 PORT POE+ 4 SFP LAN BASE 370W</td>
<td>WS-C2960X-24PS-L</td>
<td>6</td>
<td>EA</td>
<td>$250.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>269338</td>
<td>CISCO CATALYST 24 ETHERNET 10/100/1000 PORTS + 4 x SFP</td>
<td>WS-C2960S-24TS-L</td>
<td>1</td>
<td>EA</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>287508</td>
<td>CISCO ASA 6545-X WITH SW, 8GE Data, 1GE MGMT, AC, 3DES/AES</td>
<td>ASA5545-K9</td>
<td>1</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>265417</td>
<td>CISCO 2901 WITH 2 GE4 EHWIC 2 DSP 256MB CF 512MB DRAM IP BASE</td>
<td>CISCO2901-K9</td>
<td>4</td>
<td>EA</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>273510</td>
<td>CISCO 5508 SERIES CONTROLLER FOR UP TO 50 APS</td>
<td>AIR-CT5508-50-K9</td>
<td>1</td>
<td>EA</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>284798</td>
<td>CISCO CATALYST 3850 48 PORT FULL POE IP BASE</td>
<td>WS-C3850-48F-S</td>
<td>18</td>
<td>EA</td>
<td>$750.00</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>278410</td>
<td>PREOWNED CISCO NEXUS 5548 UP CHASSIS 32 10GbE PORTS 2 PS 2 FANS</td>
<td>N5K-C5548UP-FA</td>
<td>2</td>
<td>EA</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

Payment
Payment will be made upon Acceptance/Testing, 30 days after receipt for product listed above.

Terms and Conditions
All equipment is subject to test and inspection and must be in working condition. Any non-working, damaged, or unwanted equipment will be deducted from the total purchase price, and returned at Seller’s expense, or scrapped, at Seller’s discretion. Seller will have ten (10) business days to reply to CXtec’s inquiry re the disposal of unacceptable equipment. After that time, the equipment will be considered abandoned and will be disposed of at CXtec’s discretion. Seller guarantees that this is authentic, non-counterfeit Cisco product with unique serial numbers. Any Cisco equipment that does not conform to this term will be quarantined in accordance with ASCDINATD procedure. Delivery
UPS - GROUND
SELLER must use shipping label creation interface, print and affix shipping labels to all boxes shipping to CXtec. (UPS Acct. #116851). Seller is responsible for proper packaging for shipment to CXtec, Syracuse, New York.
PURCHASE AGREEMENT

Purchase Agreement D900961

This Purchase Agreement Number must appear on all order acknowledgements, packing lists, cartons and correspondence.

Ship To:
Receiving: D900961
621 East Brighton Avenue
Syracuse, NY 13210, US

* D900961 *

SELLER CONTACT
Ross Kurz

SELLER TELEPHONE
(913)339-6700

DATE/TIME OF ORDER 26-Mar20
11:38 AM

BUYER/SALES REP
Mindy Stenger/Carri Monette

PAYMENT TERMS/METHOD NET 30

SHIP VIA/PRIORITY UPS/GROUND

F.O.B. See Below

EXPECTED DATE 09/30/20

upon receipt and acceptance by Purchaser. Seller further warrants that all equipment is authentic and meets Original Equipment Manufacturers (OEM) specifications and has OEM unique serial numbers. Any product identified as counterfeit has no value and will be quarantined in accordance with ASCDINATO procedure.

Confidentiality Notice: This document, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original document.

Accepted By Seller

Company: ___________________________
By: _______________________________

Title: ______________________________

Accepted By Purchaser

CXtec
By: Frank Kobuszewski

Title: Vice President of T.S.G. Date 07-Jul-20 Date: ___________________________
August 2020 Monthly Report

<table>
<thead>
<tr>
<th>AREA OF CITY</th>
<th>CALLS FOR SERVICE</th>
<th>CODE 1 RESPONSE</th>
<th>NON-EMERGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Zone</td>
<td>1074</td>
<td>2:52</td>
<td>4:35</td>
</tr>
<tr>
<td>Center Zone</td>
<td>835</td>
<td>2:16</td>
<td>4:03</td>
</tr>
<tr>
<td>South Zone</td>
<td>970</td>
<td>2:29</td>
<td>4:50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPES OF CALLS FOR SERVICE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Stops</td>
<td>1107</td>
</tr>
<tr>
<td>Traffic Complaint Areas investigated</td>
<td>38</td>
</tr>
<tr>
<td>Medical Calls</td>
<td>140</td>
</tr>
<tr>
<td>Alarms</td>
<td>91</td>
</tr>
<tr>
<td>Arrests</td>
<td>58</td>
</tr>
<tr>
<td>Accidents (Injury)</td>
<td>37 (7)</td>
</tr>
<tr>
<td>Open Doors</td>
<td>141 (4.5/day)</td>
</tr>
<tr>
<td>Suspicious Activity calls</td>
<td>43</td>
</tr>
<tr>
<td>Check the Welfare</td>
<td>34</td>
</tr>
<tr>
<td>9-1-1 Calls Received</td>
<td>1,032 (Approx. 33 calls per day)</td>
</tr>
<tr>
<td>Administrative CallsReceived</td>
<td>2,456</td>
</tr>
</tbody>
</table>

**MONTHLY HIGHLIGHTS**

LPRs are netting arrests, solving crimes

The city's 5 automated license plate readers (LPRs) proved their worth again last month. Using live alerts, Leawood officers were able to make several warrant arrests on drivers with active warrants moving through the city. More importantly, the devices were able to assist detectives from Leawood and Overland Park in solving an aggravated battery case (identifying the fleeing truck at left) and a theft of lawn care equipment case. Last month the same readers helped identify suspects in a shots fired call in Overland Park.
### Frequent crash locations

<table>
<thead>
<tr>
<th>INTERSECTION</th>
<th>Aug</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-435 &amp; State Line Road</td>
<td>1</td>
<td>24</td>
</tr>
<tr>
<td>State Line Rd/135th St.</td>
<td>1</td>
<td>11</td>
</tr>
<tr>
<td>103rd/State Line Rd</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>Town Center Dr/Roe Ave</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>103 Terr./State Line Road</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>123rd / State Line</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>135th/Nall Ave.</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>College/Mission</td>
<td>0</td>
<td>3</td>
</tr>
</tbody>
</table>

### New faces at the Justice Center

Police Officer Josiah Mort (top) completed his training at the Johnson County Regional Police Academy on Aug. 14th. He has now started the department's 16-week on-the-job training program.

Jennifer Harbin (center) is the department's newest communications officer. She started on Aug. 10th and is now in the midst of her own training program in dispatch.

Finally, Officer Stephen Spencer (bottom) returned from three years of active duty with the Kansas Air National Guard, including three overseas deployments.

### CRIME REPORT

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>This month</th>
<th>Last month</th>
<th>Two months ago</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burglaries</td>
<td>13</td>
<td>9</td>
<td>3</td>
</tr>
<tr>
<td>Thefts from vehicles</td>
<td>30</td>
<td>16</td>
<td>7</td>
</tr>
<tr>
<td>Drug possession violations</td>
<td>12</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>Stolen autos</td>
<td>12</td>
<td>9</td>
<td>6</td>
</tr>
<tr>
<td>Agg. assault/batteries</td>
<td>10</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Crim. Damage to Property/Vandalism</td>
<td>21</td>
<td>14</td>
<td>4</td>
</tr>
<tr>
<td>DUI</td>
<td>9</td>
<td>9</td>
<td>14</td>
</tr>
<tr>
<td>Shoplifting</td>
<td>7</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Mental Health related calls</td>
<td>28</td>
<td>49</td>
<td>24</td>
</tr>
</tbody>
</table>

### TRAFFIC ENFORCEMENT REPORT

<table>
<thead>
<tr>
<th></th>
<th>April 2020</th>
<th>May 2020</th>
<th>June 2020</th>
<th>July 2020</th>
<th>August 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrests</td>
<td>44</td>
<td>51</td>
<td>57</td>
<td>34</td>
<td>58</td>
</tr>
<tr>
<td>Citations</td>
<td>196</td>
<td>362</td>
<td>560</td>
<td>541</td>
<td>900</td>
</tr>
<tr>
<td>Warnings</td>
<td>138</td>
<td>352</td>
<td>682</td>
<td>649</td>
<td>971</td>
</tr>
<tr>
<td>Crashes</td>
<td>10</td>
<td>23</td>
<td>29</td>
<td>29</td>
<td>37</td>
</tr>
</tbody>
</table>
August 2020 Report

Monthly Calls for Service

<table>
<thead>
<tr>
<th>Service</th>
<th>Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Responses</td>
<td>10</td>
</tr>
<tr>
<td>EMS Responses</td>
<td>175</td>
</tr>
<tr>
<td>HazMat Responses</td>
<td>9</td>
</tr>
<tr>
<td>Tech Rescue Responses</td>
<td>0</td>
</tr>
<tr>
<td>Other Calls for Service</td>
<td>68</td>
</tr>
<tr>
<td><strong>Total Calls This Month</strong></td>
<td><strong>262</strong></td>
</tr>
<tr>
<td><strong>YTD Total Calls</strong></td>
<td><strong>1,973</strong></td>
</tr>
</tbody>
</table>

Monthly Activity Hours

(Non-training - can include response, public education, public services, maintenance, etc)

Staff Activity Hours: 1,351

Monthly Training Hours

Training Hours: 2,116

Monthly Highlights

- 10 Public Education / Public Relations Events
- 3 Infant / Child Car Seat Installations
- 44 CPR / First Aid Students taught
- 6 Residential Smoke Detector Installations
- Countywide cooperative EMS training
- New Firefighter Thomas O’Malley started on August 17th
- Fire Marshal job offer made and accepted. Justin Ducey starts September 14th.

LFD Delivers Sister-City Masks to Schools for Mayor Dunn

Over the last few months, Leawood has been the recipient of multiple deliveries of donated masks from our Sister City: I-Lan, Taiwan. Some of those masks have been put to good use by city staff but a large number remained. Mayor Dunn realized that local area schools might have need of masks as students ventured back into the world of learning. Area schools were contacted and student and staff numbers were compiled by city administrative staff. LFD administration then sorted out masks based on those numbers. Each school received an assortment of disposable masks and reusable cloth microfiber masks. In total, 7,250 disposable and 340 microfiber masks were provided. Eleven deliveries were then made on August 24th to the schools by fire crews. Each assortment of masks was accompanied by a letter to the principal from Mayor Dunn.

Bags of masks awaiting delivery to area schools by LFD crews
Fire Department Incident Response Details

Monthly Fire Loss & Value Saved in Leawood

Number of incidents with fire related loss in Leawood for the month: 0

- Pre-Incident Estimated Value: N/A
- Content Value Loss Estimate: N/A
- Property Value Loss Estimate: N/A
- Total Fire Value Loss Estimate: N/A
- Total Value Saved Estimate: N/A

Incident Response Times

Emergency service performance standards are measured by 90-percentile performance to demonstrate credibility and reliability in service delivery. Percentile metrics demonstrate a better representation of response times than averages. Instead of displaying what the Department does half of the time, the Department observes what it does the majority of the time. Travel and total response times only include emergency responses within the City of Leawood and are included for both the first unit on scene as well as the Effective Response Force (ERF) which include all the units necessary to handle that risk type of emergency incident.

Summary of Monthly LFD Baseline Performance at the 90th Percentile

<table>
<thead>
<tr>
<th>LFD - Baseline Performance 90th Percentile</th>
<th>All Calls</th>
<th>Fire</th>
<th>EMS</th>
<th>Tech Rescue</th>
<th>HazMat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Incidents by Type</td>
<td>262</td>
<td>10</td>
<td>175</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>Alarm Handling</td>
<td>Call Pick-Up to Dispatch</td>
<td>2:30</td>
<td>2:00</td>
<td>2:33</td>
<td>N/A</td>
</tr>
<tr>
<td>Turnout Time</td>
<td>Dispatch to 1st Unit Enroute</td>
<td>1:15</td>
<td>1:12</td>
<td>1:14</td>
<td>N/A</td>
</tr>
<tr>
<td>Travel Time - 1st Unit</td>
<td>Enroute to Arrival Time 1st Unit on Scene Emergency Responses Only</td>
<td>5:00</td>
<td>3:43</td>
<td>5:00</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Response Time - 1st Unit</td>
<td>Enroute to Arrival 1st Unit on Scene Emergency Responses Only</td>
<td>8:00</td>
<td>5:19</td>
<td>8:05</td>
<td>N/A</td>
</tr>
<tr>
<td>Travel Time ERF</td>
<td>Enroute to Arrival Time Effective Response Force Emergency Responses Only</td>
<td>9:42</td>
<td>5:26</td>
<td>9:52</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Response Time - ERF</td>
<td>Enroute to Arrival Effective Response Force Emergency Responses Only</td>
<td>12:30</td>
<td>7:14</td>
<td>12:46</td>
<td>N/A</td>
</tr>
</tbody>
</table>
# Leawood Municipal Court Case Load

## Cumulative

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAN</td>
<td>1,246</td>
<td>890</td>
<td>820</td>
<td>785</td>
</tr>
<tr>
<td>FEB</td>
<td>2,201</td>
<td>1,537</td>
<td>1,559</td>
<td>1,763</td>
</tr>
<tr>
<td>MAR</td>
<td>3,253</td>
<td>2,280</td>
<td>2,595</td>
<td>2,759</td>
</tr>
<tr>
<td>APR</td>
<td>4,615</td>
<td>2,907</td>
<td>3,597</td>
<td>2,962</td>
</tr>
<tr>
<td>MAY</td>
<td>5,483</td>
<td>3,900</td>
<td>4,481</td>
<td>3,312</td>
</tr>
<tr>
<td>JUN</td>
<td>6,652</td>
<td>4,713</td>
<td>5,542</td>
<td>3,915</td>
</tr>
<tr>
<td>JUL</td>
<td>7,783</td>
<td>5,607</td>
<td>6,496</td>
<td>4,471</td>
</tr>
<tr>
<td>AUG</td>
<td>8,778</td>
<td>6,470</td>
<td>7,419</td>
<td>5,371</td>
</tr>
<tr>
<td>SEP</td>
<td>9,677</td>
<td>7,527</td>
<td>8,194</td>
<td></td>
</tr>
<tr>
<td>OCT</td>
<td>10,792</td>
<td>8,728</td>
<td>8,827</td>
<td></td>
</tr>
<tr>
<td>NOV</td>
<td>11,812</td>
<td>9,420</td>
<td>9,374</td>
<td></td>
</tr>
<tr>
<td>DEC</td>
<td>12,523</td>
<td>10,161</td>
<td>10,015</td>
<td></td>
</tr>
</tbody>
</table>

## Monthly

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAN</td>
<td>1,246</td>
<td>890</td>
<td>820</td>
<td>785</td>
</tr>
<tr>
<td>FEB</td>
<td>955</td>
<td>647</td>
<td>739</td>
<td>978</td>
</tr>
<tr>
<td>MAR</td>
<td>1,052</td>
<td>743</td>
<td>1,036</td>
<td>996</td>
</tr>
<tr>
<td>APR</td>
<td>912</td>
<td>627</td>
<td>1,002</td>
<td>203</td>
</tr>
<tr>
<td>MAY</td>
<td>1,318</td>
<td>993</td>
<td>884</td>
<td>350</td>
</tr>
<tr>
<td>JUN</td>
<td>1,169</td>
<td>813</td>
<td>1,061</td>
<td>603</td>
</tr>
<tr>
<td>JUL</td>
<td>1,131</td>
<td>894</td>
<td>954</td>
<td>556</td>
</tr>
<tr>
<td>AUG</td>
<td>995</td>
<td>863</td>
<td>923</td>
<td>900</td>
</tr>
<tr>
<td>SEP</td>
<td>899</td>
<td>1,057</td>
<td>775</td>
<td></td>
</tr>
<tr>
<td>OCT</td>
<td>1,115</td>
<td>1,201</td>
<td>633</td>
<td></td>
</tr>
<tr>
<td>NOV</td>
<td>1,020</td>
<td>692</td>
<td>547</td>
<td></td>
</tr>
<tr>
<td>DEC</td>
<td>711</td>
<td>741</td>
<td>641</td>
<td></td>
</tr>
</tbody>
</table>

Cumulative totals:
- 2017: 12,523
- 2018: 10,161
- 2019: 10,015
- 2020: 5,371
# Leawood Municipal Court Receipts Processed

## Cumulative

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>135,897.50</td>
<td>271,140.75</td>
<td>417,435.75</td>
<td>539,966.25</td>
<td>867,316.25</td>
<td>803,020.75</td>
<td>937,496.25</td>
<td>1,065,718.25</td>
<td>1,171,682.50</td>
<td>1,283,663.50</td>
<td>1,413,905.25</td>
<td>1,518,103.44</td>
</tr>
<tr>
<td>2018</td>
<td>124,209.00</td>
<td>226,773.06</td>
<td>328,422.81</td>
<td>430,749.06</td>
<td>532,916.01</td>
<td>632,601.01</td>
<td>740,497.51</td>
<td>853,735.81</td>
<td>939,594.81</td>
<td>1,078,242.81</td>
<td>1,193,133.81</td>
<td>1,281,212.81</td>
</tr>
<tr>
<td>2019</td>
<td>112,615.50</td>
<td>214,571.00</td>
<td>327,949.25</td>
<td>457,827.75</td>
<td>574,924.00</td>
<td>678,414.00</td>
<td>800,316.75</td>
<td>911,773.00</td>
<td>1,015,789.50</td>
<td>1,110,187.50</td>
<td>1,169,817.50</td>
<td>1,238,818.50</td>
</tr>
<tr>
<td>2020</td>
<td>105,119.33</td>
<td>202,472.50</td>
<td>291,744.00</td>
<td>329,641.00</td>
<td>371,190.00</td>
<td>425,770.50</td>
<td>511,709.25</td>
<td>611,794.25</td>
<td>701,179.50</td>
<td>850,168.00</td>
<td>950,280.00</td>
<td>1,040,165.00</td>
</tr>
</tbody>
</table>

## Monthly

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>135,897.50</td>
<td>135,243.25</td>
<td>146,295.00</td>
<td>122,530.50</td>
<td>127,350.00</td>
<td>135,704.50</td>
<td>134,475.50</td>
<td>128,222.00</td>
<td>105,964.25</td>
<td>121,981.00</td>
<td>120,241.75</td>
<td>104,198.19</td>
</tr>
<tr>
<td>2018</td>
<td>124,209.00</td>
<td>102,564.06</td>
<td>101,649.75</td>
<td>102,326.25</td>
<td>102,166.95</td>
<td>98,885.00</td>
<td>107,896.50</td>
<td>113,238.30</td>
<td>85,859.00</td>
<td>136,648.00</td>
<td>114,891.00</td>
<td>88,079.00</td>
</tr>
<tr>
<td>2019</td>
<td>112,615.50</td>
<td>101,955.50</td>
<td>113,378.25</td>
<td>129,678.50</td>
<td>117,296.25</td>
<td>103,490.00</td>
<td>121,902.75</td>
<td>111,456.25</td>
<td>104,016.50</td>
<td>95,028.00</td>
<td>58,800.00</td>
<td>69,201.00</td>
</tr>
<tr>
<td>2020</td>
<td>105,119.33</td>
<td>97,353.17</td>
<td>89,271.50</td>
<td>37,897.00</td>
<td>41,549.00</td>
<td>54,580.50</td>
<td>85,938.75</td>
<td>100,085.00</td>
<td>1,500,000.00</td>
<td>1,500,000.00</td>
<td>1,500,000.00</td>
<td>1,300,000.00</td>
</tr>
</tbody>
</table>

## Cumulative

<table>
<thead>
<tr>
<th>Year</th>
<th>Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$1,518,103.44</td>
</tr>
<tr>
<td>2018</td>
<td>$1,281,212.81</td>
</tr>
<tr>
<td>2019</td>
<td>$1,238,818.50</td>
</tr>
<tr>
<td>2020</td>
<td>$611,794.25</td>
</tr>
</tbody>
</table>

## Bar Graph

The bar graph shows the monthly receipts processed from January to December for the years 2017 to 2020.
135th STREET AND KENNETH ROAD – MIXED USE AND MEDIUM DENSITY RESIDENTIAL – REQUEST FOR APPROVAL OF A REVISED PRELIMINARY PLAN AND REVISED PRELIMINARY PLAT – Located south of 135th Street and west of Kenneth Road – Case 04-20

This application was previously denied by the Planning Commission on January 28, 2020, and was reviewed by the Governing Body on July 20, 2020. The Governing Body remanded the application back to the Planning Commission. However, the applicant made additional changes to the plan after the Governing Body meeting. As the changes were substantial, the Planning Commission reviewed this application as a new application. The Planning Commission recommended approval of this case at its August 25, 2020 meeting.

The substantial changes made included the increase in density of the RP-3 portion of the development by more than 5%, which is considered a substantial change within section 16-3-13 (D) of the Leawood Development Ordinance. Changes within the MXD portion of the development were also made to the project after it was originally heard by the Governing Body.

Due to changes within the RP-3 portion, located north of 137th Street, a change has also been made from the previously approved Preliminary Plat.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission recommends approval (6-2) of Case 04-20 135th Street and Kenneth Road – Mixed Use and Medium Density Residential – request for approval of a Revised Preliminary Plan and Revised Preliminary Plat, with the following stipulations:

1. The project shall be limited to the following:
   a. 410,200 sq. ft. of construction on 18.25 acres for an FAR of 0.43, with a 55% discount for residential within the MXD zoned portion of the development that shall meet all requirements of the Leawood Development Ordinance, including FAR density bonuses, and the City of Leawood’s Comprehensive Plan.
   b. 36 duplexes (72 units), 3 triplexes (9 units), and 15 townhomes (59 units) on 38.09 acres for a density of 3.68 dwelling units per acre.

2. At the time of Final Plan for each phase, the application shall provide revised elevation drawings for all buildings that meet the material requirements of the Leawood Development Ordinance, including roofing material.

3. The applicant/owner shall be responsible for the following impact fees:
   a) A 135th Street Impact Fee in the amount of $0.58 per square foot of office, $1.95 per square foot of retail, and $389.40 per residential unit for areas north of 137th Street. This amount is subject to change by Ordinance.
   b) A Public Art Impact Fee in the or a piece of public art is required prior to the issuance of a building permit in the amount of $0.15 per square foot of finished floor area for nonresidential development. This amount is subject to change by Ordinance.
c) A Park Impact Fee in the amount of $300 per residential unit is required prior to issuance of a building permit. This amount is subject to change by Ordinance.

d) A South Leawood Transportation Impact Fee, due prior to recording of the Final Plat. This amount is subject to change by Ordinance.

4. The right-of-way for 137th Street shall be shifted to the north, to provide a tract of open space to act as a buffer between the street and the existing residential development to the south, as it is extended to the west beyond the current dedicated right-of-way.

5. The applicant/owner shall be responsible for the construction of 137th Street, including the portion connecting the development to Chadwick Street, and within the proposed development.

6. The completion of the design and construction of all public streets for the full width of the property shall be under a single set of construction plans.

7. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.

8. Within the RP-3 portion of the development, all above ground facilities shall be placed in the rear yard wherever practical. If locating these facilities in the rear yard is not practical or appropriate, as determined by the City Engineer, then such facilities shall be at least 25’ behind the right-of-way.

9. No portions of this development shall be gated or shall restrict the entry of any vehicles or pedestrians.

10. All private streets proposed within this development shall meet the requirements for public streets per the Leawood Development Ordinance 16-8-3.2.

11. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Community Development as being in compliance with the Leawood Development Ordinance.

12. Within the MXD portion of the development, all utility boxes, not otherwise approved with the final development plan, with a height of 56 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body. The City may impose conditions on approval, including but not limited to duration or renewal requirements, where the circumstances are sufficiently unusual to warrant the conditions.

13. Within the RP-3 portion of the development, all new utility boxes with a height of 55 inches or greater, a footprint greater than 15 square feet in area, or a pad footprint greater than 15 square feet in area, shall be authorized only by approval of a special use permit prior to construction.

14. The following deviations are hereby granted:

   a) 15% increase in the applicable maximum FAR based on not less than a 1:1 ratio of increase floor area to increased open space being a benefit to the community as passive recreational potential for the public.

   b) 15% increase in the applicable maximum FAR based on a 1:1 ratio of additional open space to additional allowable floor area for incorporation underground parking.

   c) Allow a 30 foot building setback from 137th Street and High Drive within the MXD portion of the development based on compensating common open space (not less than 1:1 ratio) is provided elsewhere in the project.

   d) Subject to meeting the City’s adopted Building Code, allow a minimum side yard setback for the Villas of 15 feet from vertical wall to vertical wall within the RP-3 portion of the development.
15. Per the Leawood Development Ordinance, within the MXD portion of the development buildings shall be required to have a buffer a minimum of 10’ deep adjacent to buildings.
16. Where head-in parking overhangs sidewalks, sidewalks must provide for a minimum of 2’ of additional width to accommodate the overhang of cars.
17. Along all public streets, a minimum of a 10’ tree lawn shall be provided between back of curb and adjacent sidewalks.
18. Sidewalks shall be 6’ in width along 135th Street, both sides of High Drive, and on the north side of 137th Street. A 10’ asphalt hike/bike trail shall be required along the south side of 137th Street and west side of Kenneth Road. All other sidewalks shall be a minimum of 5’ in width.
19. Within the MXD portion of the development and per the Leawood Development Ordinance, where pedestrian routes intersect vehicular access routes, the material of the pedestrian route shall be enhanced and differentiated from the vehicular paving material.
20. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Governing Body at Final Plan.
21. All downspouts shall be enclosed.
22. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.
23. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The height of the screen must be at least as tall as the utilities being screened.
24. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18’ in height.
25. Lighting fixtures along 137th Street, High Drive, and Kenneth Road between 135th Street and 137th Street shall be of a special design that matches the existing light fixtures on 137th Street.
26. At the time of Final Plan a landscape plan shall be submitted that meets all requirements of the Leawood Development Ordinance.
27. Lighting plans, photometric studies that meet the Leawood Development Ordinance, along with specific light fixtures, shall be required at the time of Final Plan.
28. Materials boards shall be submitted at the time of Final Plan application.
29. A model shall be submitted at the time of final plan application.
30. Sign design and calculations shall be required at Final Plan.
31. The applicant shall obtain all approvals and permits from the Public Works Department, per the public works memo on file with the City of Leawood Planning and Development Department, prior to recording the final plat.
32. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal’s memo dated on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.
33. A statement shall be included on the final plat for the RP-3 portion of the development that states that there shall be no ingress or egress within the rear yard, or street-side side yard to 137th Street for those lots that are adjacent to 137th Street.
34. For all public streets within the RP-3 portion of the development, the developer or Homes Association will maintain any planting or statuary within the street right-of-way. The developer shall execute a right-of-way maintenance agreement with the Public Works Department for any planting or statuary improvements within the public right-of-way.
35. For the MXD portion of the development, a cross access/parking easement for the entire development shall be recorded with the final plat at the Johnson County Registrar of Deeds prior to issuance of a building permit.

36. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and storm water system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.

37. This preliminary plan approval shall lapse in two years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant one such extension for a maximum of 12 months for good cause shown by the developer.

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

PLANNING COMMISSION CHANGES TO STIPULATIONS:

- None

APPLICANT:

- The property is owned by Vic Regnier Builders, Inc.
- The developer is Rick Lashbrook with Leawood 135, LLC
- The engineer is Tim Tucker with Phelps Engineering.
- The landscape architect is Jason Meier with Meier Consulting.

HISTORY:

- A Preliminary Plat, Preliminary Plan, Special Use Permit, and Rezoning for the 135th and Kenneth Development was approved by the Governing Body with case 71-18 (Ordinance #2919) on December 3, 2018. The following was approved with that application.
  - Rezoning of 18.25 acres to MXD (Mixed Use Development District) and 38.09 acres to RP-3 (Planned Cluster Attached Residential). The MXD zoned land was located on the north side of future 137th Street, and the RP-3 zoned land was located both on the north and south sides of future 137th Street.
  - The mixed use portion of the development was approved for a total of 410,200 sq.ft. of construction on 18.25 acres for an FAR of 0.43, which included a 25% discount on residential space per the Leawood Development Ordinance. The MXD part of the development contained the following use percentages.
    - 41,000 sq.ft. of retail/restaurant space - (10.0%)
    - 82,000 sq.ft. of office space - (20.0%)
    - 287,200 sq.ft. of residential apartments (182 units for a density of 9.97 du/ac) – (70.0%)
    - 67,200 sq.ft. for an assisted living facility (84 beds)
The RP-3 portion (named Regents Park with this application) of the development consisted of 54 duplexes and 3 triplexes (117 units) on 38.28 acres for a residential density of 3.06 units/acre. Eighteen duplexes (36 units) were approved on the north side of future 137th Street and 36 duplexes and 3 triplexes (81 units) were approved on the south side.

A Final Plat and Final Plan for the Regents Park Multi-Family development was approved by the Governing Body with case 33-19 (Resolution #5245) on July 15, 2019 which consisted of public infrastructure and the RP-3 portion of the development.

A Revised Preliminary Plan was applied for and was recommended for denial by the Planning Commission on January 28, 2020. The application was then heard by the Governing Body on July 20, 2020, and was sent back to the Planning Commission to consider as a Revised Preliminary Plan due to major changes which were proposed within the RP-3 portion of the development.

REQUEST:
- The applicant is requesting approval of a Revised Preliminary Plan and Revised Preliminary Plat to alter the proposed phasing of the development and to propose changes to the residential area north of 137th Street zoned RP-3, and the west side of High Drive zoned MXD.

ZONING:
- The property is currently zoned RP-3 (Planned Cluster Attached Residential) and MXD (Mixed Use).

COMPREHENSIVE PLAN:
- The Comprehensive Plan designates the portion of property north of the future 137th Street as Mixed Use and Medium Density Residential, and the area south of the future 137th Street as Medium Density Residential.

LOCATION:

SURROUNDING ZONING:
- North Directly to the north of the property is 135th Street, an arterial roadway, and undeveloped property zoned AG, on the north side of 135th Street.
• South Directly to the south of the property is the Leawood Falls Subdivision, zoned RP-4 (Planned Cluster Residential District under a previous version of the Leawood Development Ordinance), and the Villas of Highlands Ranch, zoned RP-2 (Planned Cluster Detached Residential District).

• East Directly to the east of the property is Kenneth Road and undeveloped land, zoned SD-CR (Planned General Retail).

• West West of the property is undeveloped land, zoned AG, followed by Chadwick Place, a commercial development zoned SD-NCR (Planned Neighborhood Retail) and SD-O (Planned Office).

CHANGES FROM THE APPROVED PRELIMINARY PLAN AND PRELIMINARY PLAT:

• With this application, the applicant is proposing multiple changes to be made to the previously approved Preliminary Plan and Preliminary Plat for this project, including the following:

PROPOSED CHANGES TO THE PLAT:

• The previously approved plat showed a street which dead ended in a cul-de-sac in the middle of Tract A. The resubmitted plat now shows this as a privately own the street within Tract A, and the previously dedicated right-of-way is no longer to be dedicated to the city.

• Below shows the difference between the previously approved Tract A, and the proposed Tract A:

PROPOSED CHANGES TO RP-3:

• The duplex residential units on the north side of 137th Street included 18 duplex units (36 dwelling units) under the previously approved plan.

• The applicant is now proposing 15 townhouse style residential structures (59 dwelling units)
- A new private street would connect into 137th Street with private alleyways to be placed behind the residential units for access into the townhomes garages.
- A new park area will be located at the northern portion of the tract, at the end of the private street.
- On street parking areas are located along the private street by the entrance into the tract, and around the park.

PROPOSED CHANGES TO MXD:
- In addition to the changes made within the RP-3 zoned area north of 137th Street, changes have been made to the MXD zoned areas from the previously approved plan.

**MXD Area West of High Drive Entrance:**
- The previously approved plan consisted of 4 buildings (A-D)
  - Building A – 52,000 Sq. Ft. consisting of 42 residential units
  - Building B – 52,000 Sq. Ft. consisting of 42 residential units
  - Building C – 78,000 Sq. Ft. consisting of Retail/Office Space and 56 residential units
  - Building D – 63,000 Sq. Ft. consisting of Retail/Office Space and 42 residential units
- The proposed plan consists of 3 buildings (A-C)
  - Building A – 101,570 Sq. Ft. consisting of 89 residential units
  - Building B – 74,000 Sq. Ft. consisting of Retail/Office Space and 44 residential units
  - Building C – 59,430 Sq. Ft. consisting of Retail/Office Space and 50 residential units
- Building heights were increased from a mixture of 4 to 5 stories, to all 5 story buildings. The tallest building is now 75’ tall, 4’ taller than the previous tallest building.
- A covered parking area is now located in between building A and B, with a Pool Deck above.

**MXD Area East of High Drive Entrance:**
- No changes are being made to this portion of the development.

PROPOSED CHANGES TO PHASING:

**Currently Approved Phasing Plan:**
- The currently approved phasing plan includes all duplex and triplex residential buildings to be constructed within the first phase along with 137th Street from Kenneth Road to Chadwick Street.
- The amenity area at the intersection of 137th Street and High Drive would be included as part of the second phase.
- The third and fourth phases would include the Mixed Use portion of the development on the east and west sides of High Drive.

**Proposed Phasing Plan:**
- The first phase of the development would include the duplex and triplex residential buildings located south of 137th Street, including the construction of 137th Street from Kenneth Road to Chadwick Street.
- The second phase of the development would include the amenity area at the intersection of 137th Street and High Drive.
- The third phase would include the townhouse portion of the RP-3 zoned area.
- The fourth and fifth phases would include the Mixed Use portion of the development on the east and west sides of High Drive.
SITE PLAN COMMENTS:
- The Regents Park subdivision (duplex and triplex units, located south of 137th Street) include a total of 36 duplexes and 3 triplexes (81 units). This portion of the development is unchanged from the previous plan proposal.
- The duplex residential units which were located north of 137th Street have been replaced with a townhouse type development with a total of 15 buildings (59 units). This portion of the development will include a centrally located park for the townhomes, with private internal streets, along with a gated entrance.
- In total, the RP-3 portion of the development will now consist of 140 residential units on 38.09 acres for a density of 3.68 dwelling units per acre. This is an increase from the previously approved plan, which had a density of 3.07 dwelling units per acre.
- The mixed use portion of the development proposes a total of 410,200 sq.ft. of construction on 18.25 acres for an FAR of 0.43, which includes a 25% discount on residential space per the Leawood Development Ordinance. The MXD part of the development consists of the following uses:
  - 41,000 sq.ft. of retail/restaurant space - (10.0%)
  - 82,000 sq.ft. of office space - (20.0%)
  - 287,200 sq.ft. of residential apartments (183 units for a density of 9.97 du/ac) – (70.0%)
  - 67,200 sq.ft. for an assisted living facility (84 beds)
Although changes have been made to the site regarding buildings and site design, the calculations for uses and density has not changed from the previous plan.

BULK REGULATIONS:
- The following table outlines the required and provided regulations for the 135th Leawood Development:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Required</th>
<th>Provided</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Structure Setback</td>
<td>40'</td>
<td>30' - 137th Street and High Drive</td>
<td>Deviation Requested - adjacent to 137th Street and High Drive only</td>
</tr>
<tr>
<td>Interior Structure Setback</td>
<td>10'</td>
<td>10' Complies</td>
<td></td>
</tr>
<tr>
<td>Single Family Residential Structure Setback</td>
<td>75'</td>
<td>850' approx. Complies</td>
<td></td>
</tr>
<tr>
<td>Exterior Parking Setback</td>
<td>25'</td>
<td>25' Complies</td>
<td></td>
</tr>
<tr>
<td>Interior Parking Setback</td>
<td>10'</td>
<td>10' Complies</td>
<td></td>
</tr>
<tr>
<td>Minimum Open Space %</td>
<td>30%</td>
<td>45.8% Complies</td>
<td></td>
</tr>
<tr>
<td>Minimum Interior Open Space %</td>
<td>10%</td>
<td>15% Complies</td>
<td></td>
</tr>
<tr>
<td>Minimum Acres</td>
<td>10</td>
<td>18.25 Complies</td>
<td></td>
</tr>
<tr>
<td>Maximum Floor Area Ratio (F.A.R.)</td>
<td>0.25</td>
<td>0.43 F.A.R. Bonuses Granted</td>
<td></td>
</tr>
<tr>
<td>Required Use Ratios</td>
<td>≥ 20% - Residential 70.0% Complies</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>≥ 20% - Office 20.0% Complies</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>≥ 10% - Retail 10.0% Complies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Density</td>
<td>≤ 15 DU / acre 9.97 DU /acre Complies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Residential Unit Size</td>
<td>80% - ≥900 sq.ft. Not provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>20% - ≥750 sq.ft. Applicant acknowledged, but not provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height Limit</td>
<td>90'</td>
<td>75' Complies</td>
<td></td>
</tr>
</tbody>
</table>
Planned Cluster Attached Residential District (RP-3)

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Required</th>
<th>Provided</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback</td>
<td>30'</td>
<td>30'</td>
<td>Complies</td>
</tr>
<tr>
<td>Side Setback</td>
<td>30'</td>
<td>15'</td>
<td>Deviation Requested</td>
</tr>
<tr>
<td>Side Lot Corner Setback</td>
<td>30'</td>
<td>30'</td>
<td>Complies</td>
</tr>
<tr>
<td>Rear Setback</td>
<td>30'</td>
<td>30'</td>
<td>Complies</td>
</tr>
<tr>
<td>Density</td>
<td>7.26 du/ac</td>
<td>3.68 du/ac</td>
<td>Complies</td>
</tr>
<tr>
<td>Maximum No. of Attached Units</td>
<td>≤ 4 per building</td>
<td>4 per building</td>
<td>Complies</td>
</tr>
<tr>
<td>Open Space</td>
<td>30% of lot area</td>
<td>59.5%</td>
<td>Complies</td>
</tr>
</tbody>
</table>

* Measured from building lines and building clusters

ELEVATIONS:
- Although building elevations are not reviewed until the time of Final Plan, the applicant has provided preliminary elevations.
- The tallest building within the development is Building B within the west portion of the MXD zoned area. This building is 75’ tall. With the previous plan, the tallest building was 71’ tall.
- At the time of Final Plan, more detail regarding the building finish materials will be required and will have to meet the regulations within the Leawood Development Ordinance.

LANDSCAPING:
- No changes have been made to the previous landscaping plan that was approved with the Final Plan application.
- The applicant has made slight changes to the Mixed Use portion of the development and the townhouse development to reflect the changes made with this application.
- Landscaping will be reviewed at the time of Final Plan for the Townhome development, and the area zoned MXD.

TRAFFIC:
- The applicant provided a traffic study completed in March, 2019 and has been reviewed and approved by the Public Works Department.

SIGNAGE:
- No signage is proposed with this application. Signage will be reviewed under a separate Final Plan at a later date.

DEVIATIONS REQUESTED:
These requested deviations are the same as previously granted with Case 71-18:
- 15% increase in the applicable maximum FAR based on not less than a 1:1 ratio of increase floor area to increased open space being a benefit to the community as passive recreational potential for the public.
- 15% increase in the applicable maximum FAR based on a 1:1 ratio of additional open space to additional allowable floor area for incorporation underground parking.
- Allow a 30 foot building setback from 137th Street and High Drive within the MXD portion of the development based on compensating common open space (not less than 1:1 ratio) is provided elsewhere in the project.
- Subject to meeting the City’s Building Code, allow a minimum side yard setback of 15 feet from vertical wall to vertical wall within the RP-3 portion of the development.
INTERACT MEETING:
- An Interact Meeting was held on August 10, 2020. A sign-in sheet and summary of the meeting is attached.

IMPACT FEES:
- **135th STREET CORRIDOR IMPACT FEE:** The applicant/owner shall be responsible for the 135th Street Impact fee in the amount of $0.58 per square foot for office, $1.95 per square foot for retail, and $389.40 per residential unit for areas north of 137th Street, which is due prior to issuance of building permit. This amount is subject to change by Ordinance.
- **PUBLIC ART IMPACT FEE:** A public art impact fee or a piece of public art shall be required. Approval of the design and location of the art will need to go before the Arts Council, Planning Commission, and be approved by the Governing Body at a later date. In Lieu of that, the applicant may pay a public art impact fee in the amount of $0.15 per square foot of finished floor area for nonresidential development prior to issuance of a building permit. This amount is subject to change by Ordinance.
- **PARK IMPACT FEE:** The applicant/owner shall be responsible for a Park Impact Fee in the amount of $0.15 per square foot of finished floor area and $300 per residential unit is required prior to issuance of building permit. This amount is subject to change by Ordinance.
- **SOUTH LEAWOOD TRANSPORTATION IMPACT FEE:** The applicant shall be responsible for a South Leawood Transportation Impact Fee prior to recording of the Final Plat.

GOLDEN FACTORS:
The character of the neighborhood:
The area is characterized by an arterial street (135th Street) and undeveloped land zoned AG (Agricultural) and shown on the Comprehensive Plan as Mixed Use to the north; the residential neighborhoods of Leawood Falls and Villas of Highlands Ranch on the south; a collector street (Kenneth Road) and vacant land zoned SD-CR (Planned General Retail) and designated as Mixed Use by the Comprehensive Plan to the east; and undeveloped land zoned AG and designated as Mixed Use on the Comprehensive Plan to the west.

The zoning and uses of properties nearby:
- **North** Directly to the north of the property is 135th Street, an arterial roadway, and undeveloped property zoned AG, on the north side of 135th Street.
- **South** Directly to the south of the property is the Leawood Falls Subdivision, zoned RP-4 (Planned Cluster Residential District under a previous version of the Leawood Development Ordinance), and the Villas of Highlands Ranch, zoned RP-2 (Planned Cluster Detached Residential District).
- **East** Directly to the east of the property is Kenneth Road and undeveloped land, zoned SD-CR (Planned General Retail).
- **West** West of the property is undeveloped land, zoned AG, followed by Chadwick Place, a commercial development zoned SD-NCR (Planned Neighborhood Retail) and SD-O (Planned Office).

The suitability of the subject property for uses to which it has been restricted:
The property currently zoned MXD and RP-3, which allows for mixed use and medium density residential. Therefore the property is suitable for the uses proposed, but the plan still does not meet the intent of a Mixed Use development within the 135th Street Corridor. For example, MXD envisions planned developments that...
include a mixture of residential, retail, office and cultural uses in a single structure or multiple structures that incorporate a coordinated, consistent theme throughout the development in its pedestrian and vehicular access and way.

**The extent to which removal of the restrictions will detrimentally affect the nearby property:**
The site is suitable to the zoning districts which have been established in a previous application; however, the design of the development does not allow for the retention of existing natural areas and does not allow for good planning practices to be followed in the way of grid network of streets, nodes of activity, and vehicular and pedestrian connectivity.

An objective within the Comprehensive Plan states “Ensure that residential growth patterns result in neighborhoods that have their own sense of place, yet are closely linked to the community as a whole”, with a directive which states “additional gated communities will not be allowed within the City of Leawood in order to promote a sense of community.” The gated RP-3 portion of the development restricts the general public from creating vehicular connectivity from the rest of the project area.

**The time for which the property has been vacant:**
The site is currently undeveloped, but is being used for farming. It has been zoned Agriculture (AG) since the property’s incorporation into the City of Leawood. It was rezoned to MXD and RP-3 on December 3, 2018 with Case 71-18 (Ordinance #2919).

**The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of the denial of the application:**
The design of the development does not create a gridded street network, activity nodes, and vehicular connectivity which hinders the opportunity for multiple modes of transportation including public transit and the preservation of natural areas. Additionally, the plan does not meet the intent of the 135th Street Community Plan, as it does not offer a truly “mixed-use” development. Requiring these changes to the plan would not pose a hardship on the applicant, yet they would provide greater flexibility and a greater chance for an economically viable and sustainable development. The result will be a gain to the public health, safety, and welfare of the community if these standards are followed and the application denied.

**The recommendation of the permanent staff:**
City staff recommends denial of the application for the reasons outlined in the staff report and Golden Factors.

**Conformance of the request change to the adopted master plan of the City:**
The comprehensive plan designates this property as Mixed Use and Medium Density Residential. The zoning is MXD and RP-3, which conforms to the City of Leawood’s 2019 Update of the Comprehensive Plan. However, the comprehensive plan states that additional gated communities will not be allowed, as a way to promote a sense of community.

**STAFF COMMENTS:**
- Staff is not supportive of the RP-3 portion of the development to have a gated entryway. The 2019 Update to the Comprehensive Plan states that additional gated communities will not be allowed within the City as a way to promote a sense of community. (Stipulation #9)
- The stipulations regarding the improvements to public utilities and street construction continue to be placed within this staff report. (Stipulations #5, #7)
• The private street shall meet all requirements per the Leawood Development Ordinance 16-8-3.2 (Stipulation #10)
MEMO

DATE: January 23, 2020

TO: Richard Coleman, Director of Community Development

FROM: Brian Scovill, P.E., City Engineer
Department of Public Works

SUBJECT: 135th and Kenneth Road Revised Preliminary
Case Number: 4-20

The Department of Public Works has reviewed the aforementioned project. Based on the approved 135th Street Community Plan and past development requirements implemented along this corridor, the Public Works Department recommends carrying forward the previously approved preliminary plan stipulations with some modifications based on the previously approved final plan stipulations. The recommended stipulations are listed below with revisions and additional language from the previously approved preliminary stipulations highlighted with bold print:

1) Plat:
   a) Along 135th Street the developer shall provide eighty-five (85) feet of Right-of-Way from the section line and provide a ten (10) foot Utility Easement abutting the Right-of-Way.
   b) Along 137th Street provide eighty (80) feet of Right-of-Way, provide a five (5) foot Sidewalk Easement abutting the south Right-of-Way line and provide a ten (10) foot Utility Easement abutting both sides of the Right-of-Way.
   c) Along High Drive provide ninety (90) feet of Right-of-Way and provide a ten (10) foot Utility and Sidewalk Easement abutting both sides of the Right-of-Way.

2) Traffic Impact Analysis:
   a) The submitted Traffic Study was reviewed by Olsson. The developer modified their original plan and relocated the full access intersection at 135th St & High Drive approximately 170 feet west. This proposed location is 200 feet east of the ¼ mile spacing that staff had requested. After review of the developer’s traffic study it was determined that the proposed location 200 feet east of the section line does not increase queue lengths and/or delays along the 135th St corridor.
b) The Developer shall provide fifty (50) foot curb return radius at the intersections along 135th Street and at 137th Street and Kenneth Road. All other intersections and drive entrances shall have a thirty (30) foot curb return radius.

c) The Developer shall construct the following public improvements prior to issuance of Certificate of Occupancy:

i) Construct an additional lane for eastbound 135th Street along the frontage of this development. This section of roadway shall be constructed in accordance with the 135th Street construction plans dated 1995 AND the lane widening must be as smooth as the existing pavement section. This shall be determined by a Profilograph machine. If the new pavement section is not as smooth as the existing lanes, the developer shall diamond grind the new pavement to meet the smoothness of the existing lanes.

ii) The Developer shall construct the 135th Street eastbound right turn lanes at High Drive and at Kenneth Road. The future eastbound right turn serving Tract H will be constructed with the development of tract H. The length of the right turn lane at existing/proposed signalized intersections shall be two hundred fifty (250) feet long plus taper. The length of the right turn lane at the Right-In/Right-Out shall be one hundred fifty (150) feet long plus taper.

iii) The developer shall pay into escrow One Hundred Sixty-Five thousand ($165,000) dollars for traffic signals at 135th Street and High Drive. This amount is fifty (50) percent of the estimated cost for traffic signal design, construction and inspection. This fee shall be paid prior to the City releasing the plat.

iv) The pavement at the intersection of 136th St and High Drive between the crosswalks and within the Right-of-Way shall be concrete.

v) If 137th Street is not constructed to Chadwick with the first phase of this project the developer shall construct a temporary cul-de-sac on the west end of their project and provide escrow for future removal of the cul-de-sac and construction of the permanent 137th Street through their property. The temporary cul-de-sac can be constructed within the 80 feet of Right-of-Way.

3) Storm Water Study:

a) The Storm Water Study has been submitted and the developer will be required to detain their storm water runoff in accordance with current APWA Standards.

i) There are two bio-retention basin and a detention basin on the southwest corner of the development, four bio-retention basin and detention basin on the east side of the development south of 137th Street and additional BMPS to maintain the existing peak flow from this site and to meet the stormwater treatment requirement.
ii) The developer shall update the stormwater study if changes are made to the BMP or detention plans.

iii) The developer is providing a 100 foot stream buffer on the existing creek at the northeast corner of the larger development.

b) The location, size, plant material list, etc of the BMP’s will be verified on the engineering plan submittal.

c) Provide detailed worksheets sizing each bio-retention basin at final engineering plan stage.

4) The Developer shall make every effort to confine the construction of 137th Street to the right-of-way or existing easements. If this is not possible, the City will acquire temporary construction easements.

5) Prior to any construction permits, the Developer shall enter into a City right of way maintenance agreement to ensure any landscaping or irrigation within the right-of-way or crosswalks crossing public streets are properly maintained by the adjacent property owners.

6) The 10 foot wide shared use path shall be constructed on the south side of 137th Street and along the west side of Kenneth Road.

7) Developments shall have all utilities relocated underground. This includes private property and utilities in the Right-of-Way between the curb and property line.

8) Developments on or between 133rd Street to 137th Street shall have six (6) foot sidewalks within the Right-of-Way, except with residential areas and where the ten (10) foot bike/hike trail is located. The sidewalks and bike/hike trail shall be located within the Right of Way or a Sidewalk Easement.

9) Developments on or between 133rd Street to 137th Street shall use the City of Leawood’s Special Street Light for all public roadway lighting. To maintain a uniform look of the residential development, Norwood Road north of 137th shall use the City of Leawood standard street light.

10) The parking lot pavement shall be constructed in accordance to the Leawood Development Ordinance.

11) Permanent structures, including monument signs, shall not be placed within the Right-of-Way and Public Easements.

12) All public improvements shall be designed and constructed in accordance with the City of Leawood Public Improvement Construction Standards as developed by the Department of Public Works (latest revision).

13) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.

Sister City to I-Lan, Taiwan, R.O.C. • Sister City to Regional Council Gezer, Israel
14) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.

15) Construction vehicles, including vehicles of construction personnel, shall not be parked within the Right-of-Way. All staging and storage of equipment and/or materials for private improvements shall be contained on the proposed development unless an Access Easement has been granted by the adjacent property owner.

16) The Developer shall repair and restore all damaged areas between the back of curb and the Right-of-Way abutting this lot including any existing damage. This shall include but is not limited to street lighting equipment, traffic signal equipment, sidewalk, storm sewers, grass, etc.

17) The Developer shall provide documentation by a licensed professional engineer certifying on City forms the BMPs have been constructed in accordance with City standards and the approved plans.

18) The developer shall provide as-built storm sewer information in accordance with City standards. This includes, but is not limited to, vertical and horizontal coordinates of all structures constructed or modified, flow line information at each structure, pipe size information, downstream structure numbers and type of structure. This information shall be provided to us on the Johnson County AIMS coordinate system. The spreadsheet for the data will be provided to the developer after the storm sewer improvements have been completed.

19) The plat shall not be released for recording until all public permits have been obtained by the Contractor(s) and all other requirements have been met.

20) Certificates of Occupancy shall not be issued for any building until all public improvements, including payments to escrow accounts, have been completed.

If you have any questions, please call me at (913) 339-6700, extension 134.

Copy: Project File
This plan as reviewed provides adequate access for fire apparatus.

_Gene Hunter, Leawood Fire Marshal_
1. Location of all existing utilities needs to done before commencing work.

c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.

d. All shrubs shall be a minimum of 2' from paved edge.

4. Note: If plants are not labeled - they are existing and shall remain.

5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required.

Materials:

- Wood products and free of all other foreign substances.
- Pine bark compost mulch installed at planting bed areas to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 1000 square feet.

2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.

6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

- 3,200 SF Residential - 42 units, 52,000 SF
- 28,500 SF Retail/Office 1st Flr. 13,500 SF
- 2,680 SF Lawn Pedestrian Plaza & Patio - 850 sf
- 162 Surface Stalls
- 182 Sub-surface Stalls
- 2,680 SF Lawn Pedestrian Plaza & Patio - 1,400 sf

- 16 Additional trees required. 16 Additional trees provided.
- 21 Ornamental trees provided.
- 50 shrubs provided.

Interior Landscaping:

- 65% of site shall be landscaped (57,232sf) 60% of site is landscaped. (47,141 sf total)
- 24% of site shall be landscaped (22,157sf) 24% of site is landscaped. (22,157 sf total)
- 10% of site shall be landscaped (3,200sf) 10% of site is landscaped. (2,680 sf total)

- 12 Trees required. 12 Trees provided.
- 20 Trees required. 20 Trees provided.
- 45 Trees required. 45 Trees provided.

Landscape Schedule:

<table>
<thead>
<tr>
<th>Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trees</td>
<td>65</td>
</tr>
<tr>
<td>Shrubs</td>
<td>50</td>
</tr>
<tr>
<td>Perennials</td>
<td>30</td>
</tr>
</tbody>
</table>

Lawn and Ornamental Tree Plan:

- 12 Trees required. 12 Trees provided.
- 20 Trees required. 20 Trees provided.
- 45 Trees required. 45 Trees provided.

- 10% of site shall be landscaped (3,200sf) 10% of site is landscaped. (2,680 sf total)

- 12 Trees required. 12 Trees provided.
- 20 Trees required. 20 Trees provided.
- 45 Trees required. 45 Trees provided.

- 21 Ornamental trees provided.
- 50 shrubs provided.

Landscape Calculations - West Mixed-Use Area:

Perimeter Landscaping:

- One ornamental tree per 12 lineal feet (1 shade tree = 2 Ornamental trees) and one shrub per 5 lineal feet are required: 248 L.F. frontage on 137th Street (excludes areas of dense existing vegetation).

- 163 Parking spaces provided. 16 Trees required. 16 Trees provided.
- 16 Additional trees required. 16 Additional trees provided.

- 136,040 Sf of landscaped openspace provided.

- 45 Additional trees required. 45 Additional trees provided. (25 existing trees)
*NOTE: MULTIPLE ELEVATION DESIGNS TO BE CONSIDERED

- CERTAINTEED PRESIDENTIAL SHAKE SHINGLES
- LP SMARTSIDE LAP SIDING (VARIOUS STYLES)
- CANYON STONE CANYON LEDGE ENGINEERED STONE VENEER
- CERTAINTEED PRESIDENTIAL SHAKE SHINGLES
- CERTAINTEED PRESIDENTIAL SHAKE SHINGLES
### MATERIALS PALETTE AND COLOR OPTIONS

<table>
<thead>
<tr>
<th>Color Option 1</th>
<th>Color Option 2</th>
<th>Color Option 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Body:</strong></td>
<td><strong>Main Body:</strong></td>
<td><strong>Main Body:</strong></td>
</tr>
<tr>
<td>LP® SmartSide® Lap Siding Double 8” Bold Profile Lap</td>
<td>SW 7648 Big Chill</td>
<td>SW 7019 Gauntlet Grey</td>
</tr>
<tr>
<td>SW 7006 Extra White</td>
<td>SW 7006 Extra White</td>
<td>SW 7006 Extra White</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trim Pieces:</th>
<th><strong>Trim Pieces:</strong></th>
<th><strong>Trim Pieces:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>LP - SmartSide Lap Siding 76 Series Smooth Finish Lap</td>
<td>SW 7648 Big Chill</td>
<td>SW 7019 Gauntlet Grey</td>
</tr>
<tr>
<td>SW 7006 Extra White</td>
<td>SW 7006 Extra White</td>
<td>SW 7006 Extra White</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Doors + Shutters:</th>
<th><strong>Doors + Shutters:</strong></th>
<th><strong>Doors + Shutters:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>LP - SmartSide Lap Siding 76 Series Cedar Texture</td>
<td>SW 7648 Big Chill</td>
<td>SW 7019 Gauntlet Grey</td>
</tr>
<tr>
<td>SW 7006 Extra White</td>
<td>SW 7006 Extra White</td>
<td>SW 7006 Extra White</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accent:</th>
<th><strong>Accent:</strong></th>
<th><strong>Accent:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Canyon Stone - Canyon Ledge Manufactured Stone Veneer</td>
<td>Midnight Slate</td>
<td>Morning Mist</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Roof:</th>
<th><strong>Roof:</strong></th>
<th><strong>Roof:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>CertainTeed - Presidential Shake Shingles</td>
<td>Charcoal Black</td>
<td>Autumn Blend</td>
</tr>
</tbody>
</table>

[Image of materials palette and color options]
MATERIALS PALETTE AND COLOR OPTIONS

Main Body + Trim Pieces:
LP® SmartSide® Lap Siding
Double 8” Bold Profile Lap

Doors + Shutters:
LP - SmartSide Lap Siding
76 Series Smooth Finish Lap

Accent:
Canyon Stone - Canyon
Ledge Manufactured Stone Veneer

Roof:
CertainTeed - Presidential
Shake Shingles

Color Option 4

Main Body:
LP® SmartSide® Lap Siding
Double 8” Bold Profile Lap

Trim + Doors + Shutters:
LP - SmartSide Lap Siding
76 Series Smooth Finish Lap

Accent:
Canyon Stone - Canyon
Ledge Manufactured Stone Veneer

Roof:
CertainTeed - Presidential
Shake Shingles

Color Option 5
October 31, 2018

Jessica Schuller
City of Leawood Department of Community Development
4800 Town Center Drive
Leawood, KS 66221

Re: 135th and Kenneth Road – Preliminary Plan
Deviation Requested

The following deviations are being requested for Case 71-18 135th Street and Kenneth Road – Preliminary Plan, Preliminary Plat, Special Use Permit and Rezoning:

1. We are requesting a deviation to allow for a minimum separation of 8-feet between buildings from the RP-3 Bulk requirements of 30-feet separation between buildings. The 8-feet separation is the distance measure between window wells, while a minimum of 15.5-feet separation is being provided between the outside vertical walls of the units.

The request is being made in accordance with the Leawood Development Ordinance, Article 3 Planned Development Procedures, Section 16-3-9 A.5.c. which states:

c. Side yards between buildings may be reduced to zero when the city approves adequate open space for the project and between buildings.

The required open space in the RP-3 Bulk requirements is 30% of the lot. We have 31.55 acres of RP-3 lot area; therefore requiring 9.46 acres of open space. The proposed open space being provided with this plan is 20.82 acres of open space, therefore an additional 11.36 acres of open space.

We are requesting this building separation deviation on 41 side yards with this plan. Exhibit “A” attached illustrated the worst-case scenario on this plan by using the adjacent units with the greatest building depths at the minimum requested separation. In our worst-case scenario we are encroaching 890.5 square feet in the side yard from the RP-3 bulk requirement of 30-feet. If we multiple the worst-case encroachment of 890.5 square feet by 42 side yards we come up with a maximum of 36,511 square feet (0.84 acres) encroachment. We have provided 11.36 acres additional opens space to provide better than 1:1 ratio compensation.

Sincerely,

Phelps Engineering, Inc.

Tim Tucker, P.E.

10/31/18
135TH AND KENNETH ROAD - RP-3

EXHIBIT A - WORST CASE ENCROACHMENT

SCALE: 1"=30'

MAXIMUM ENCROACHMENT AREA = 890.5 SQ. FT.
Preliminary Stormwater Study

135th & Kenneth
Mixed Use Development

135th Street and Kenneth Road
Leawood, Kansas

Prepared by:

PEI
PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, KS 66061
(913)393-1155

PEI #180350
July 24, 2018
July 24, 2018

Mr. David Ley, P.E.
City of Leawood, Kansas
4800 Town Center Drive
Leawood, KS 66211

Re: 135th and Kenneth Road – Mixed Use Development
Preliminary Stormwater Study
PEI #180350

Dear Mr. Ley:

Phelps Engineering, Inc. is pleased to submit this Preliminary Stormwater Management Study for the above referenced project. The Mixed Use project is located at the southwest of the intersection of 135th Street and Kenneth Road. The site is 56.33 net acres and is currently zoned as Agricultural (AG). The proposed plan will rezone the property to Mixed-Use (MXD). The Mix-Use will consist of 38.91 acres of Twin Villas and 17.43 acres of Neighborhood Business consisting of Apartments/Office/Retail.

Preliminary Onsite Drainage System
The existing site is contained in two watersheds draining to the southwest and northeast. The proposed storm sewer system will maintain the approximate existing drainage paths.

Stormwater runoff will be conveyed in an enclosed public storm sewer system sized to convey the 10-year storm in accordance with APWA Section 5600 and City of Leawood requirements.

The 100-year overflow will be conveyed in the street system in conjunction with engineered overflow swales. The lowest openings of any building adjacent to a 100-year overflow will be set a minimum of one-foot above the 100-year water surface elevation.

Existing Conditions
Soils data for the site watershed was determined using the NRCS Web Soil Survey for Johnson County. The site consists of 0.88 acres HSG “B” (Kennebec Soil), 25.19 acres HSG “C/D” (Grundy Soils), and 30.25 acres HSG “D” soils (Oska-Martín, and Chillicothe). Based on aerial imagery from previous years, the existing site is considered to be a combination of grass in good condition and
woods poor condition. See Appendix "F" of this report for aerial imagery exhibits and the NRCS Web Soil Survey.

**Drainage Computations**
The existing site is contained in three watersheds draining to the southwest, northeast, and to the south. Proposed conditions will maintain the same drainage paths. See the enclosed Existing Drainage Map and Proposed Drainage Map in Appendix "B & C".

Using HydroCAD V10 storm modeling software with SCS Type II 24-hr storm duration, the existing 1-year, 10-year and 100-year site peak discharges were determined for the site watersheds that will require detention. The calculated allowable release rates can be found in Table 1 below. See Appendix "D" of this report for the existing HydroCAD modeling results.

<table>
<thead>
<tr>
<th>Drainage Area</th>
<th>1-Year Peak Flow (cfs)</th>
<th>10-Year Peak Flow (cfs)</th>
<th>100-Year Peak Flow (cfs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwest</td>
<td>15.01</td>
<td>42.52</td>
<td>73.34</td>
</tr>
<tr>
<td>Northeast</td>
<td>69.93</td>
<td>193.75</td>
<td>331.33</td>
</tr>
<tr>
<td>South</td>
<td>0.85</td>
<td>2.24</td>
<td>3.76</td>
</tr>
</tbody>
</table>

**Downstream Analysis**

**Southwest Watershed**
The City of Leawood has been requiring detention in this watershed with past projects, due to downstream overtopping of 141st Street and flooding of a house at 14009 Canterbury Street. Detention will be provided in this watershed.

**Northeast Watershed**
The onsite drainage area contributing to the northeast watershed is 46.86 acres. The drainage system in this watershed was studied downstream to a point at which the onsite drainage area is less than 10% of the total contributing drainage area, or 46.86 acres. The northeast watershed discharged directly into the FEMA floodplain. The total drainage area to this point is 530 acres. No buildings or street flooding was identified within the drainage to the FEMA floodplain, but immediately downstream of the study area Kenneth Road over tops in the 100-year storm per the FEMA maps. Detention is required in this watershed.

**South Watershed**
The south watershed is 0.4 acres and the downstream drainage system was not analyzed, since the project is proposing to divert the south drainage into the northeast watershed where it can be detained. No discharge to the south is proposed.
Detention
A total of two detention basins are proposed for the 135th Street and Kenneth Road development, one located in the southwest watershed and one in the northeast watershed. All detention analyses were completed using HydroCAD V10 storm modeling software, using SCS Unit Hydrograph detention modeling with SCS Type II 24-hr storm duration. See Appendix “E” for the proposed HydroCAD modeling results.

Southwest Watershed
The southwest detention basin is a dry detention basin that will contain two bio-retention basins in the bottom of the detention basin. The outlet structure used in the routing analysis is a multi-stage structure to treat the water quality volume event to the basin and control peak runoff rates in the 1, 10 and 100-year storm event. The first stage is a 1.2 inch diameter orifice on the bio-retention outlet at an elevations of 969.0. The second stage is a 60 inch wide by 10 inch tall orifice with a flowline elevation of 972.24. The 100-year WSE in the basin is 974.45 with a storage volume of 1.114 ac-ft. The emergency spillway is 20 feet wide and set at an elevation of 977. The emergency spillway conveys the peak 100-year inflow of 60.13 cfs at an elevation of 978. The lowest top of berm elevation is set at 979.0 providing a minimum freeboard of one foot over the 100-year WSE. See Table 2 below for the southwest watershed proposed conditions.

<table>
<thead>
<tr>
<th>Storm</th>
<th>Discharge Pt.</th>
<th>Existing Condition</th>
<th>Proposed Condition</th>
<th>Allowable Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Release Rate, cfs</td>
<td>Inflow Rate, cfs</td>
<td>Outflow Rate, cfs</td>
</tr>
<tr>
<td>1-year</td>
<td>Pond</td>
<td>15.01</td>
<td>NA</td>
<td>10.83</td>
</tr>
<tr>
<td></td>
<td>Southwest Total Outfall</td>
<td>15.01</td>
<td>NA</td>
<td>10.83</td>
</tr>
<tr>
<td>10-year</td>
<td>Pond</td>
<td>NA</td>
<td>37.4</td>
<td>19.02</td>
</tr>
<tr>
<td></td>
<td>Southwest Total Outfall</td>
<td>42.52</td>
<td>NA</td>
<td>40.27</td>
</tr>
<tr>
<td>100-year</td>
<td>Pond</td>
<td>NA</td>
<td>60.13</td>
<td>26.87</td>
</tr>
<tr>
<td></td>
<td>Southwest Total Outfall</td>
<td>73.34</td>
<td>NA</td>
<td>62.03</td>
</tr>
</tbody>
</table>

Northeast Watershed
The northeast detention pond is a dry detention basin located adjacent to Kenneth Road near the mid-point of the east property line. The outlet structure used in the routing analysis is a multi-stage structure consisting of a 9” orifice set at an elevation of 918.00, a 8’ x 5’ riser box with a top elevation of 926.50, and a 48” wide x 16” tall weir orifice on a horizontal plan elevation of 923.4. The 100-
year WSE in the basin is 928.67 with a storage volume of 4.0 ac-ft. The emergency spillway is 200 feet wide and set at an elevation of 929.2. The emergency spillway conveys the peak 100-year inflow of 245.7 cfs at an elevation of 929.78. The lowest top of berm elevation is set at 930.8 providing a minimum freeboard of one foot over the 100-year WSE. See Table 3 below for the northeast watershed proposed conditions.

<table>
<thead>
<tr>
<th>Storm</th>
<th>Discharge Pt.</th>
<th>Existing Condition</th>
<th>Proposed Condition</th>
<th>Allowable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Release Rate, cfs</td>
<td>Inflow Rate, cfs</td>
<td>Outflow Rate, cfs</td>
</tr>
<tr>
<td>1-year</td>
<td>Pond</td>
<td>NA</td>
<td>42.28</td>
<td>4.55</td>
</tr>
<tr>
<td></td>
<td>NE Total Outfall</td>
<td>69.93</td>
<td>NA</td>
<td>66.47</td>
</tr>
<tr>
<td>10-year</td>
<td>Pond</td>
<td>NA</td>
<td>154.34</td>
<td>49.13</td>
</tr>
<tr>
<td></td>
<td>NE Total Outfall</td>
<td>193.75</td>
<td>NA</td>
<td>161.48</td>
</tr>
<tr>
<td>100-year</td>
<td>Pond</td>
<td>NA</td>
<td>245.7</td>
<td>144.04</td>
</tr>
<tr>
<td></td>
<td>NE Total Outfall</td>
<td>331.33</td>
<td>NA</td>
<td>308.19</td>
</tr>
</tbody>
</table>

**Stream Buffers**

Two stream channels are located on the project and both are located in the Northeast Watershed.

Blue River Tributary "A" enters the site at the northeast corner of the property from a culvert under 135th street and exits the property at the northeast corner of the site under Kenneth Road. The contributing drainage entering the site is approximately 530 acres and the drainage area exiting the site is approximately 550 acres. Blue River Tributary A will be contained in a 100-feet stream buffer measured from the ordinary highwater mark on each side of the stream channel.

An unnamed tributary of Blue River Tributary "A" is located onsite at the east edge of the property and exits the property at the east under Kenneth Road. The contributing drainage exiting the site is approximately 21 acres. This drainage will be improved into stormwater treatment facilities and a stormwater detention basin. No stream buffer setback is require for this drainage in accordance with APWA, since the drainage will not be remain undeveloped and be improved into ponds/basins.

**FEMA**

Blue River Tributary "A" located at the northeast corner of the site is a FEMA regulated floodplain and has been designated as Zone AE. The Zone AE
regulatory flood plain is contained entirely within a 100-feet stream buffer will not be disturbed. No permit is required by FEMA.

All other parts of the property have been designated as Zone X, per Map Panel 20091C0085G of the Flood Insurance Rate Map dated August 3, 2009. Zone X is defines areas outside the 0.2% annual chance flood plain. No permit is required since zone X properties are located outside the regulatory floodplain.

Department of Water Resources (DWR)
The DWR has jurisdiction over drainages with a contributing drainage area in excess of 640-acres. All drainages are less than 640-acres; therefore are not jurisdictional drainages of the DWR.

Corps of Engineers
Two stream channels are located on the property and no wetlands are anticipated based on aerial photography and topographic mapping. It is anticipated that a Corps of Engineers nationwide permit will be required for stream channel impacts to the small drainage that is tributary to Blue River Tributary “A”. A Corps of Engineers Permit will be provided prior construction plan approval.

Water Quality BMP Requirements
The site is 56.33 net acres and is being zoned as 38.91 acres of Twin Villa Residential Development (R-3) and 17.43 acres of Mix Use of Apartments/Office/Retail. The proposed twin villa plan has 120 units for a density of 3.08 units per acre.

Pre-development CN
The pre-developed CN was calculated by evaluating the site based on existing ground cover and soil type. The existing site consists of a combination of the majority as pasture in good condition and a small amount of woods in poor condition. The site consists of HSG Type “C/D” and “D” soils. See enclosed NRCS soil survey printouts in Appendix “F”. The predevelopment CN is calculated at 78.

The proposed CN was calculated by using a land type of ¼ acre residential lots for the Twin Villas and Neighborhood Business for the mixed use area. The proposed plan contains 1.67 acres of open tract green space, 38.51 ¼ acres residential lots, and the remaining 16.15 acres was analyzed as neighborhood business. The post development CN is calculated at 89.

The proposed development has increased the existing CN by 11, therefore requiring a level of service of 6.44 in accordance with APWA Best Management Practices for Water Quality and City of Leawood’s revised scale system for LOS, allowing use of tenths of points instead of whole numbers. See Level of Service Worksheets 1 & 2 in Appendix “H” for more details.
The proposed development BMP mitigation required to provide a minimum water quality level of service of 6.44 is provided by a combination of seven bio-retention basins, native vegetation, and three infiltration practices via Stormtech MC-4500 infiltration chambers. Areas being treated by infiltration trenches will be limited to a maximum of 5.00 acres per system per the MARC BMP Manual requirements.

The Level of Service provided is 6.46, meeting the requirements set forth in APWA. See Level of Service Worksheet 2 and the Post Development Mitigation Exhibit in Appendix "H" for more details.

The lowest openings of any building adjacent to a 100-year overflow will be set a minimum of one-foot above the 100-year EGL in accordance with APWA and City of Leawood requirements.

All maintenance of BMP’s will be the sole responsibility of the Homes Association.

All BMP’s are contained in a Stormwater Treatment Tract in accordance with City of Leawood requirements, providing access and the required setbacks.

**Conclusion**
This stormwater management plan and attached exhibits complete Phelps Engineering’s submittal of the Preliminary Stormwater Study for the 135th Street and Kenneth Mixed Use Project. Please feel free to contact PEI at (913) 393-1155 if you require additional information.

Sincerely,

Phelps Engineering, Inc.

Tim Tucker, P.E.

Enclosures
In accordance with your request, TranSystems has completed a shared parking analysis for the proposed mixed-use development at the southwest corner of 135th Street and Kenneth Road in Leawood, Kansas. The study included an analysis of parking demand for the proposed land uses. The concept of shared parking is described in a publication titled *Shared Parking*, published by the Urban Land Institute (ULI). Shared parking is defined as the use of a parking space to serve two or more individual land uses without conflict or encroachment. The key goal of a shared parking analysis is to find the balance between providing adequate parking, land area, and resources dedicated to parking.

**Proposed Development**

The proposed development includes a mixture of residential, office and retail land uses. The southern portion of the site, generally south of 137th Street, includes 120 twin villas. The northern portion of the site includes the mixture of land uses. Several buildings are proposed with apartments, commercial, and assisted living facilities. The main access driveway for the development will run north/south, bisecting the northern portion of the site. The main driveway creates two separate mixed-use areas, referred to in this analysis as the northeastern and northwestern portions of the site.

The parking areas for the two northern portions of the site were designed independently, to provide ample parking for each area. The northeastern portion includes a 100-space parking garage below the assisted living facility to be used by residents, employees, and visitors to the facility. The northeastern portion also includes a 169 surface parking spaces. The northwestern portion of the site includes 190 garage parking spaces for apartment residents. There will also be 231 surface parking spaces to be shared by the office and retail uses, as well as some apartment residents and visitors.

The proposed development is currently in the planning stages and the specific tenants of the commercial areas are not known at this time. Based on input from the developer’s design team, several assumptions were made about the types uses anticipated. The team anticipates the retail uses as being specialty retail and service needs with some small café, local coffee shop, deli, and small restaurants included for the needs of the residential. The sizes of these businesses would be 1,500 to 4,000 square feet. Based on this input, the table on the following page indicates the land uses and sizes assumed for the shared parking analysis.
Shared Parking Analysis

In general, methodologies outlined in *Shared Parking* were used to perform the analysis. The parking demand was estimated for each land use in the proposed development based on weekday base parking ratios from *Shared Parking*, average weekday peak parking demand from *Parking Generation* published by the Institute of Transportation Engineers (ITE), or from local data for similar land uses. These ratios indicate the peak accumulation of vehicles at the peak hour for a single land use.

Next the ratios for each land use were multiplied by a percentage for each hour of the day to indicate hourly variations in the demand for parking. Similarly, seasonal variations are accounted for by applying a different percentage for each month of the year. The ratios and variations used in the analysis were obtained from *Shared Parking*, and are included with the analysis files in the Appendix at the end of this memorandum. The percentages used for the hourly and seasonal variations in this analysis are a weighted average of the visitor/guest and employee percentages.

**Retail Rates**

According to *Shared Parking*, the Community Shopping Center is the smallest retail category available to estimate parking demand, with a base parking ratio of 3.6 spaces per 1,000 sf of leasable space. This category includes all retail that is less than 400,000 square feet. The retail portion of the proposed development is much smaller than this (roughly 79,000 sf), and is anticipated to be smaller specialty type stores. These types of specialty stores typically do not generate as much traffic as a drug store or grocery store, which is categorized in the same land use.

Given that the Community Shopping Center land use does not accurately describe the retail component of the proposed development, another source was used to determine an appropriate base ratio for parking demand. *Parking Generation* provides an average peak parking demand for a Shopping Center land use on a weekday of 2.55 spaces per 1,000 sf. This average ratio is likely higher than the demand for parking in the proposed development, however it provides for a conservative analysis of shared parking conditions.
Office Rates

The office land use would not be expected to be used as densely as other general office buildings. The types of offices anticipated are professional offices such as law firms or stock brokers. They would generally have small staff sizes, individual office work areas, and conference rooms. Due to these factors, the generic base parking ratio of 3.6 spaces per 1,000 sf from Shared Parking of was not utilized for the analysis. Instead the average peak parking demand for a suburban Office Building land use from Parking Generation was used. This ratio is 2.84 spaces per 1,000 sf of leasable space.

Apartment Rates

The base parking rate of 1.65 in Shared Parking does not differentiate between one bedroom and two bedroom units, which can have different parking demands. The base parking ratio used for apartment residents in this analysis is 1.3 spaces per unit. This rate indicates one space per unit for one bedroom units, and two spaces per unit for two bedroom units. This rate was provided by the development team based on data from several recent local projects. Data was collected by EPC Real Estate Group from their developments at 51 Main in Kansas City, Missouri, and from the Village at Mission Farms in Overland Park, Kansas. At 51 Main, a 1.3 spaces per unit ratio was provided and found to have a surplus of 10 percent at peak times. The Village at Mission Farms provided a 1.6 ratio, equating to one space per unit for one bedroom units and two spaces per unit for two bedroom units. This development was found to have a parking surplus of roughly 20 percent during peak times. The actual demand is closer to a 1.35 ratio, with more than half of the units having two bedrooms.

For this shared parking analysis, the base parking ratio was reduced from 1.3 to 0.2 spaces per unit, as 85 percent of the base parking ratio, or nearly all of the residents, will be accommodated in the 190 garage parking spaces, which will not be shared. A few residents and the residential visitors will share the surface parking spaces.

Captive Demand

Shared Parking states that some reduction of customer parking needs occurs in a mixed-use development due to patronage of multiple land uses. These patrons are referred to as “captive” since they are already present at the site for another land use. Residents of the proposed development who visit the restaurants or shops would be considered captive, as they do not add to the demand for parking. This is the same for office workers at who shop or go to restaurants in the development. There is also potential for nearby residents, especially in the twin villas to walk to the restaurants or shops. Given these considerations, a reduction of 12 percent was applied to the base ratios for the restaurant and retail land uses to account for captive demand. The 12 percent reduction matches the percentage of internally captured trips indicated in the traffic impact study for the proposed development.

Assumptions

Several factors in the analysis should be noted. First, the northeastern and northwestern portions of the site were analyzed separately as to not share parking across the main access drive. Second, the parking garage spaces are not included in the supply for the shared parking analysis as they will not be shared spaces. The Assisted
living land use is assumed to be fully parked in the garage. Since this land use will not require any shared parking, it was not included in the analysis.

**Results**

The results of the analysis indicate that the parking supplies for the northeastern and northwestern portions are projected to be sufficient for all times of the year. The most critical time periods are projected to be during the middle of the day in December. During those time periods, the parking will be close to 99 percent occupied. This analysis correlates with the fact that December is the peak month for most retail business because of holiday shopping.
July 24, 2018

Mr. Rick Lashbrook
Leawood 135, LLC
P.O. Box 26170
Overland Park, KS 66225

RE: 135th Street and Kenneth Road Traffic Impact Study
Leawood, Kansas

Dear Mr. Lashbrook:

In response to your request and authorization, TranSystems has completed a traffic impact study for the proposed mixed-use development to be located generally in the southwest corner of the 135th Street and Kenneth Road intersection in Leawood, Kansas. The purpose of this study was to assess the impact of the proposed development on the surrounding transportation system.

Included in this study is a discussion of the anticipated impacts of the proposed development on the adjacent street network for the following analysis scenarios:

- Existing Conditions
- Existing Development Conditions
- Future (Year 2040) Conditions

We trust that the enclosed information proves beneficial to you and the City of Leawood in this phase of the development process. We appreciate the opportunity to be of service to you and will be available to review this study at your convenience.

Sincerely,

TRANSYSTEMS

By: Jeffrey J. Wilke, PE, PTOE

Enclosure
**Introduction**

TranSystems has completed this traffic impact study for the proposed mixed-use development to be located generally in the southwest corner of the 135th Street and Kenneth Road intersection in Leawood, Kansas. The purpose of this study was to assess the impact of the proposed development on the surrounding transportation system. The location of the project relative to the major streets in the area is shown on Figure A-1 in Appendix A.

In addition to a description of the proposed development and the surrounding transportation infrastructure, this study includes trip generation estimates, trip distribution estimates, capacity analyses, and a summary of findings.

**Proposed Development Plan**

The proposed development includes a variety of residential, office and retail land uses. The southern portion of the site, generally south of 137th Street, includes 120 attached single-family residences called twin villas. The mixed-use component of the proposed development is north of 137th Street. Several buildings are proposed in the northern portion with apartments, offices, retail, and an assisted living facility. A copy of the proposed site plan for the development is included on Figure A-2 for reference.

There are two access points to the proposed development site. The main driveway to the site will be a new intersection that will extend south from 135th Street. The main driveway is located roughly 1,700 feet east of the signalized intersection of 135th Street and Pawnee Street, and 900 feet west of the signalized intersection of 135th Street and Kenneth Road. The other access point to the site will be 137th Street, which will be constructed west of Kenneth Road as a part of the proposed development plan. In the future, two more access points may become available on the west side of the site to Chadwick Street as future development occurs on adjacent parcels.

**Study Area**

To assess the impacts of the proposed development, the intersections listed below were identified for study during the A.M. and P.M. peak hours of a typical weekday.

- 135th Street and Kenneth Road
- Site Driveways

**Surrounding Street Network and Land Uses**

The major road system in Johnson County is primarily a grid pattern with one-mile spacings on section lines. One Hundred Thirty-Fifth (135th) Street is a four lane divided east/west thoroughfare that is part of the grid network. Adjacent to the development site, 135th Street has a posted speed limit of 45 m.p.h. Kenneth Road is a two-lane collector street with a posted speed limit of 35 m.p.h. Kenneth Road extends a short distance from 135th Street south to intersect Kenneth Parkway. North of 135th Street, the alignment of Kenneth Road becomes a long private driveway to a church. Currently, 137th Street does not extend to the development site. West of Chadwick Street, 137th Street is a two-lane collector street that parallels 135th Street.
The development site currently consists of undeveloped land with agricultural land uses. The land to the north of the site across 135th Street is also undeveloped with some agricultural uses. It is anticipated to develop in the future with land uses similar to the proposed development. South of the site are single-family villa type residences. To the west of the site there is a bank, a church, more villa type residences, and some undeveloped commercial lots. To the east of the site across Kenneth Road is undeveloped land that is anticipated to be commercial type development in the future.

Traffic Counts
Turning-movement traffic volume counts were collected at the study intersection on Tuesday, July 10, 2018, from 7:00 to 9:00 A.M. and from 4:00 to 6:00 P.M. Based on the data, the peak hours occur between 7:15 and 8:15 A.M., and between 4:45 and 5:45 P.M. The existing lane configurations, traffic control devices, and peak hour traffic volumes have been illustrated on Figure A-3.

Analysis
The scope of analysis for the assessment of the proposed development’s impact on the surrounding transportation system is based in large part on the recommended practices of the Institute of Transportation Engineers (ITE), as outlined in their Traffic Engineering Handbook. ITE is a nationally-recognized organization of transportation professionals with members from both private and public sectors. The analysis of the proposed development’s impact included development of trip generation and trip distribution estimates as well as a traffic operations assessment for each study scenario. Each of the analysis methodologies and findings are described in the subsequent sections.

Trip Generation
Trip generation estimates were prepared using the Institute of Transportation Engineer’s Trip Generation, 10th Edition. Table 1 on the next page shows the expected trips to be generated by the proposed development. Additional information related to trip generation is included in Appendix B.

The proposed development includes office, retail, and residential land uses. Therefore, it can be assumed that when the development is fully built out, some of the customers of the retail businesses in the development will also live in the residential portion or work in the office portion of the development. These trips are said to be internal trips, because the origin and destination of the trips are within the development site. The ITE internal capture methodology was used to determine the number of trips internal to the site. The internal trips were not applied to the external street system.
### Table 1

#### Proposed Development Trip Generation

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Intensity</th>
<th>ITE Code</th>
<th>Average Weekday</th>
<th>A.M. Peak Hour</th>
<th>P.M. Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In</td>
<td>Out</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In</td>
<td>Out</td>
</tr>
<tr>
<td>Single-Family Residential</td>
<td>120 du</td>
<td>210</td>
<td>1,230</td>
<td>90</td>
<td>23</td>
</tr>
<tr>
<td>Multifamily Housing (Low-Rise)</td>
<td>172 du</td>
<td>220</td>
<td>1,260</td>
<td>80</td>
<td>18</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>84 du</td>
<td>254</td>
<td>219</td>
<td>16</td>
<td>10</td>
</tr>
<tr>
<td>General Office Building</td>
<td>79,150 sf</td>
<td>710</td>
<td>846</td>
<td>88</td>
<td>76</td>
</tr>
<tr>
<td>Shopping Center</td>
<td>40,950 sf</td>
<td>820</td>
<td>3,277</td>
<td>173</td>
<td>107</td>
</tr>
<tr>
<td><strong>Subtotal Full Development Trips</strong></td>
<td></td>
<td></td>
<td><strong>6,832</strong></td>
<td><strong>447</strong></td>
<td><strong>234</strong></td>
</tr>
<tr>
<td>Internal Development Trips</td>
<td></td>
<td></td>
<td></td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Total External Development Trips</strong></td>
<td></td>
<td></td>
<td><strong>6,832</strong></td>
<td><strong>447</strong></td>
<td><strong>234</strong></td>
</tr>
</tbody>
</table>

### Trip Distribution

The estimated trips generated by the proposed development were distributed onto the street system based on the trip distributions summarized in Table 2. These distributions are based on existing travel patterns in the area and engineering judgment. The detailed distribution patterns through the study intersections are shown in Appendix B.

### Table 2

#### Trip Distribution

<table>
<thead>
<tr>
<th>Direction To/From</th>
<th>Residential Percentage</th>
<th>Commercial Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>East on 135th Street</td>
<td>50%</td>
<td>45%</td>
</tr>
<tr>
<td>West on 135th Street</td>
<td>45%</td>
<td>45%</td>
</tr>
<tr>
<td>South on Kenneth Road</td>
<td>5%</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

### Traffic Operation Assessment

An assessment of traffic operations was made for the scenarios listed below.
- Existing Conditions
- Existing Development Conditions
- Future (Year 2040) Conditions
The study intersections were evaluated using the Synchro traffic analysis software package. Calculations were performed based on the methodologies outlined in the *Highway Capacity Manual (HCM)*, 2000 Edition, which is published by the Transportation Research Board. The operating conditions at an intersection are graded by the “level of service” experienced by drivers. Level of service (LOS) describes the quality of traffic operating conditions and is rated from “A” to “F”. LOS A represents the least congested condition with free-flow movement of traffic and minimal delays. LOS F generally indicates severely congested conditions with excessive delays to motorists. Intermediate grades of B, C, D, and E reflect incremental increases in the average delay per stopped vehicle. Delay is measured in seconds per vehicle. *Table 3* shows the upper limit of delay associated with each level of service for signalized and unsignalized intersections.

<table>
<thead>
<tr>
<th>Level of Service (LOS)</th>
<th>Signalized</th>
<th>Unsignalized</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>≤ 10 Seconds</td>
<td>≤ 10 Seconds</td>
</tr>
<tr>
<td>B</td>
<td>≤ 20 Seconds</td>
<td>≤ 15 Seconds</td>
</tr>
<tr>
<td>C</td>
<td>≤ 35 Seconds</td>
<td>≤ 25 Seconds</td>
</tr>
<tr>
<td>D</td>
<td>≤ 55 Seconds</td>
<td>≤ 35 Seconds</td>
</tr>
<tr>
<td>E</td>
<td>≤ 80 Seconds</td>
<td>≤ 50 Seconds</td>
</tr>
<tr>
<td>F</td>
<td>&gt; 80 Seconds</td>
<td>&gt; 50 Seconds</td>
</tr>
</tbody>
</table>

While LOS measurements apply to both signalized and unsignalized intersections, there are significant differences between how these intersections operate and how they are evaluated. LOS for signalized intersections reflects the operation of the intersection as a whole.

Unsignalized intersections, in contrast, are evaluated based on the movement groupings which are required to yield to other traffic. Typically, these are the left turns off of the major street and the side-street approaches for two-way stop-controlled intersections. At unsignalized intersections lower LOS ratings (D, E and F) do not, in themselves, indicate the need for additional improvements. Many times there are convenient alternative routes to avoid the longer delays. Other times the volumes on the unsignalized approaches are relatively minor when compared to the major street traffic, and improvements such as traffic signal installation may increase the average delay to all users of the intersection.

The decision to install a traffic signal, which is often considered when lower LOS ratings are projected, should be based on engineering studies and the warrants for traffic signal installation as outlined in the Federal Highway Administration’s *Manual on Uniform Traffic Control Devices* (MUTCD). Signals are typically not recommended in locations where there are convenient alternative paths, or if the installation of a traffic signal would have negative impacts on the surrounding transportation system.
The LOS rating deemed acceptable varies by community, facility type and traffic control device. Most communities in the region have identified LOS D as the minimum desirable goal for signalized intersections. However, at unsignalized intersections LOS D, E, or even F are often considered acceptable for low to moderate traffic volumes where the installation of a traffic signal is not warranted by the conditions at the intersection, or the location has been deemed undesirable for signalization.

Traffic queues were also evaluated as part of the analyses. Long traffic queues which extend beyond the amount of storage available, either between intersections or within turn lanes, can have significant impacts on operations. The projected vehicular queues were analyzed to ensure the analyses are reflective of the physical constraints of the study intersections and to identify if additional storage is needed for turn lanes.

Existing Conditions
The results of the Existing Conditions intersection analyses are summarized in Table 4. The study intersections were evaluated with the lane configurations, traffic volumes, and traffic control devices shown on Figure A-3. The current signal timing and coordination plans for the study intersection was used for the analysis of the traffic signals in this scenario. The Synchro output files are included in Appendix C.

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Movement</th>
<th>A.M. Peak Hour</th>
<th>P.M. Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>LOS¹</td>
<td>Delay²</td>
</tr>
<tr>
<td>135th Street and Kenneth Road</td>
<td>Traffic Signal</td>
<td>A</td>
<td>10.0</td>
</tr>
</tbody>
</table>

¹ = Level of Service
² = Delay in seconds per vehicle

The results of the analysis indicates that the existing signalized intersection operates at acceptable levels of service during the A.M. and P.M. peak hour with minimal queuing. This is due to the very low volume of traffic on Kenneth Road, which allows the signal to provide green indications for eastbound and westbound traffic on 135th Street for more than 75 percent of the cycle length.

Given the low volume of side street traffic, the traffic counts were compared to the minimum thresholds of the Peak Hour traffic signal warrant from the MUTCD. The graph of the warrant analysis is included in Appendix C. The results of the warrant analysis indicate that the existing volumes do not satisfy the minimum traffic volume threshold for traffic signal installation. Therefore it is likely that the existing traffic signal at 135th Street and Kenneth Road is not warranted.

It is worth noting that during the traffic counts long queues of eastbound traffic were observed during the P.M. peak hour. These queues extended back from the signalized intersection of 135th Street and State Line Road, which is roughly 1,100 feet to the east of Kenneth Road. This is due to the high volume
of eastbound through traffic at that intersection. These long queues frequently extended through the
intersection with Kenneth Road from approximately 4:50 P.M. to 5:20 P.M. The long queues did clear
out of the intersection during each cycle of the signal at 135th Street and State Line Road.

There is little that can be done in the short-term to address the long eastbound queues that were
observed. Widening 135th Street in Leawood for a third eastbound through lane will not reduce the
eastbound queues. A third eastbound lane would need to be constructed east through the State Line
Road intersection, and possibly through other intersections to the east, to serve the heavy eastbound
through volume. Such an improvement will require coordination with the Missouri Department of
Transportation, as 135th Street becomes M-150 Highway to the east of State Line Road.

City of Leawood staff desires traffic signals to be installed at a minimum spacing of one-quarter mile
apart along the 135th Street corridor. This allows ample distance for queuing and for coordinating traffic
signals to provide progression for through traffic. The location of the signalized 135th Street and
Kenneth Road intersection is less than the desired spacing from State Line Road.

Existing plus Proposed Development Conditions

The location of the proposed development’s main driveway intersection along 135th Street is 900 feet
from Kenneth Road, which is less than one-quarter mile. Therefore, the intersection would not be
considered a candidate for signalization. Without a signal at the main driveway all development traffic to
and from westbound 135th Street to make left-turn maneuvers at the 135th Street and Kenneth Road
intersection. This would add side street traffic to the intersection which is currently blocked by queues
at times during the P.M. peak hour. Given that the existing traffic signal is likely unwarranted, it is
appropriate to consider removal of the existing traffic signal at 135th Street and Kenneth Road, and
installation of a traffic signal at the main driveway intersection instead.

The decision to remove the existing traffic signal at 135th Street and Kenneth Road must be evaluated in
terms of the overall street network. The existing signal at Kenneth Road would provide full access to
future developments on the undeveloped properties to the east of Kenneth Road. However, these
properties are surrounded by a network of other arterial and collector streets that can also provide full
access to these properties. The east side of these properties have access to existing traffic signals along
State Line Road. A well planned internal street network through these properties can take advantage of
the existing signalized access points.

With the signal at Kenneth Road is removed, the main driveway intersection would be an appropriate
location for a traffic signal installation. The projected traffic volumes from full build out of the
development do satisfy the peak hour signal warrant. The main driveway intersection is spaced nearly
one-half mile along 135th Street from the signalized State Line Road intersection. The main driveway
intersection is also spaced slightly more than one-quarter mile east of Chadwick Street, which will likely
be signalized in the future as development occurs. The result is that the main driveway would be the
only signalized intersection along 135th Street between Chadwick Street and State Line Road. These
 spacings exceed the City’s desired minimum spacing between signals.
As a stop controlled intersection, the 135th Street and Kenneth Road intersection, drivers would experience lengthy delays making left-turn and crossing maneuvers from the side street approaches. Therefore these movements should be restricted by a raised island within the intersection area. The island would continue to allow eastbound and westbound left-turn movements, but restrict the side street approaches to right-turns only. For the island configuration to be effective in restricting these movements, an eastbound left-turn lane will be needed at the intersection.

Changing access at the 135th Street and Kenneth Road intersection will alter the existing traffic volumes. The northbound left-turn movement will no longer be permitted. These northbound drivers on Kenneth Road will have to turn left onto 137th Street, travel through the development site, and then turn left onto the Main Driveway to access westbound 135th Street. The existing traffic volumes were redistributed in this manner for the Existing plus Proposed Development Conditions intersections analyses.

To accommodate development traffic and the aforementioned traffic control modifications, the following improvements are identified.

**135th Street and Kenneth Road**
- Remove the existing traffic signal. Install Stop signs for northbound and southbound traffic.
- Construct a raised island along 135th Street within the intersection area to restrict northbound and southbound left-turn and crossing maneuvers. The median should allow eastbound and westbound left-turn maneuvers.
- Construct an eastbound left-turn lane with 250 feet of storage plus appropriate taper.

**135th Street and Main Driveway**
- Install a traffic signal.
- Construct a westbound left-turn lane with a minimum length of 300 feet plus appropriate taper.
- Construct an eastbound right-turn lane with a minimum length of 250 feet plus appropriate taper.
- Construct three northbound lanes on the Main Driveway exiting the site, to be used as a right-turn lane and dual left-turn lanes. The right-turn lane and one left-turn lane should have minimum lengths of 200 feet plus appropriate tapers.

The results of the Existing plus Proposed Development Conditions intersection analyses are summarized on the following page in **Table 5**. This study scenario considered the addition of traffic from the proposed development plan. The study intersections were evaluated with the lane configurations, traffic volumes, and traffic control devices shown on **Figure A-4**. The new traffic signal was evaluated in this scenario with the same cycle lengths as the current coordination plans for the corridor. The Synchro output files are included in **Appendix C**.
Table 5
Intersection Operational Analysis
Existing plus Development Conditions

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Movement</th>
<th>A.M. Peak Hour</th>
<th>P.M. Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Movement</td>
<td>LO S^1</td>
<td>Delay^2</td>
</tr>
<tr>
<td>135th Street and Main Driveway</td>
<td>Traffic Signal</td>
<td>B</td>
<td>14.3</td>
</tr>
<tr>
<td>135th Street and Kenneth Road</td>
<td>Eastbound Left-Turn</td>
<td>C</td>
<td>17.2</td>
</tr>
<tr>
<td></td>
<td>Westbound Left-Turn</td>
<td>A</td>
<td>9.8</td>
</tr>
<tr>
<td></td>
<td>Northbound Right-Turn</td>
<td>A</td>
<td>9.6</td>
</tr>
<tr>
<td></td>
<td>Southbound Right-Turn</td>
<td>C</td>
<td>17.3</td>
</tr>
<tr>
<td>137th Street and Kenneth Road</td>
<td>Eastbound Left-Turn</td>
<td>B</td>
<td>10.1</td>
</tr>
<tr>
<td></td>
<td>Northbound Shared Left-Turn/Through</td>
<td>A</td>
<td>7.5</td>
</tr>
</tbody>
</table>

Legend:
1 = Level of Service
2 = Delay in seconds per vehicle

As shown in Table 5, each study intersection is projected to operate within acceptable levels of service during the A.M. and P.M. peak hours. All queues are projected to be contained within their respective turn lanes.

Future (Year 2040) Conditions
To estimate future conditions in year 2040 background traffic growth was assumed. An annual growth rate of two percent was applied to the existing traffic volumes on 135th Street. It is assumed that when the property to the north of the development site across 135th Street develops, an access point will align with the signalized Main Driveway intersection. To analyze future conditions at the signalized intersection, the same development trips and distribution projected on the south leg of the intersection are assumed for the north leg. This is a fair approximation since a similar type of development is expected in this area. Similar future development trips are also assumed on Kenneth Road for when the property to the east is developed, except these volumes were scaled to 25 percent, since the property to the east is only 25 percent of the size of the proposed development site.

The additional background growth results in a very heavy volume of through traffic on 135th Street. To support the increased volume, 135th Street will need to be widened to provide three through lanes in each direction. Also, the traffic signal at 135th Street and Main Driveway will need to be split phased for northbound and southbound traffic to allow one of the dual left-turn lanes to function as a shared through lane. These additional lanes and signal modifications are included in the Future Conditions intersection analyses.

The results of the Future Conditions intersection analyses are summarized on the next page in Table 6. The study intersections were evaluated with the lane configurations, traffic volumes, and traffic control devices shown on Figure A-5. The traffic signal timings for the 135th Street corridor were optimized for this scenario. The Synchro output files are included in Appendix C.
### Table 6

**Intersection Operational Analysis**
**Existing plus Development Conditions**

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Movement</th>
<th>A.M. Peak Hour</th>
<th>P.M. Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Movement</strong></td>
<td><strong>LOS¹</strong></td>
<td><strong>Delay²</strong></td>
</tr>
<tr>
<td>135th Street and Main Driveway</td>
<td>Traffic Signal</td>
<td>C</td>
<td>33.6</td>
</tr>
<tr>
<td>135th Street and Kenneth Road</td>
<td>Eastbound Left-Turn</td>
<td>D</td>
<td>34.7</td>
</tr>
<tr>
<td></td>
<td>Westbound Left-Turn</td>
<td>B</td>
<td>11.7</td>
</tr>
<tr>
<td></td>
<td>Northbound Right-Turn</td>
<td>A</td>
<td>9.2</td>
</tr>
<tr>
<td></td>
<td>Southbound Right-Turn</td>
<td>C</td>
<td>18.8</td>
</tr>
<tr>
<td>137th Street and Kenneth Road</td>
<td>Eastbound Left-Turn</td>
<td>B</td>
<td>10.1</td>
</tr>
<tr>
<td></td>
<td>Northbound Shared Left-Turn/Through</td>
<td>A</td>
<td>6.4</td>
</tr>
</tbody>
</table>

1 – Level of Service
2 – Delay in seconds per vehicle

The results shown in the table indicate that all study intersections are projected to operate at an acceptable level of service in the future conditions scenario. Some lengthy queues of eastbound and westbound through traffic are projected during the A.M. and P.M. peak hours. All other queues are projected to be contained within their respective turn lanes.

When 137th Street is continuous from the development site west to Chadwick Street, there will be another access point to the development site. This additional connection has the potential to reduce the northbound left-turn volume and the eastbound right-turn volume at the 135th Street and Main Driveway intersection by 10 to 30 percent. These reductions are not enough to have a significant impact on the results of the analysis for the study intersections.

**Summary**

TranSystems has completed this traffic impact study for the proposed mixed-use development to be located generally in the southwest corner of the 135th Street and Kenneth Road intersection in Leawood, Kansas. The purpose of this study was to assess the impact of the proposed development on the surrounding transportation system.

The Existing Conditions analyses found that the traffic signal at the 135th Street and Kenneth Road intersection does not meet the minimum vehicular volumes for a traffic signal installation, and it is not likely that the signal is warranted. Additionally, the signal is located roughly 1,100 feet west of the signalized intersection with State Line Road. This spacing is less than the City’s minimum spacing of one-quarter mile between signals along the 135th Street corridor. During the P.M. peak hour, long queues of eastbound through traffic on 135th Street extend through the Kenneth Road intersection.

In light of these findings, the Kenneth Road intersection is not an ideal location for a signalized intersection and signal removal should be considered. A traffic signal could then be installed at the
development’s main driveway intersection along 135th Street. This location would provide greater separation between signals, meeting the City’s desired spacing for signals along the corridor.

The following improvements have been identified for the Existing plus Development Conditions scenario.

**135th Street and Kenneth Road**
- Remove the existing traffic signal. Install Stop signs for northbound and southbound traffic.
- Construct a raised median along 135th Street within the intersection area to restrict northbound and southbound left-turn and crossing maneuvers. The median should allow eastbound and westbound left-turn maneuvers.
- Construct an eastbound left-turn lane with 250 feet of storage plus appropriate taper.

**135th Street and Main Driveway**
- Install a traffic signal.
- Construct a westbound left-turn lane with a minimum length of 300 feet plus appropriate taper.
- Construct an eastbound right-turn lane with a minimum length of 250 feet plus appropriate taper.
- Construct three northbound lanes on the Main Driveway exiting the site, to be used as a right-turn lane and dual left-turn lanes. The right-turn lane and one left-turn lane should have minimum lengths of 200 feet plus appropriate tapers.

In the Future Conditions scenario, 135th Street will need to be widened to provide three through lanes in each direction.
135th & Kenneth (Regency Park)  
January 16, 2020 Neighborhood Meeting

Attendance:  
Richard Lashbrook, Developer  
Amy Grant, Polsinelli PC

See sign-in sheet for residents: approximately 10 people in attendance.

The meeting began at 6:00 p.m. Rick Lashbrook stated that the City Council approved the rezoning and preliminary development plan for this project in December 2018. The current request before the City is to revise the phasing of the villa product and to work with the City on how certain public infrastructure improvements are going to be constructed and paid for.

The following is a summary of the question and answer portion of the meeting.

1. Explain why you are asking for different phasing of the villa homes?  
   Response: It has to do with managing the overall timing of project costs and the fact that the second part of the villa development is bifurcated by 137th Street so I plan to start construction of those villas after completion of the villas located south of 137th Street.

2. Will the villas be 3-stories in height?  
   Response: No. They will similar to single-family homes, about 35’ in height.

3. Where is the tree line buffer located?  
   Response: Mr. Lashbrook pointed out the location of the tree buffer area on the plan sheets and explained that he has committed to a 20’ tree buffer setback area.

Discussion: At this point, there was discussion about the existing trees along the southern property line and the fact that several trees have been damaged due to storms (both recent and previous). Several residents express a desire to have certain tree branches trimmed or otherwise addressed due to storm damage. Mr. Lashbrook indicated that he simply has the property under contract and does not have control over the property. Mr. Lashbrook offered to walk the property with various residents and then convey their desires to the current owner.

4. When will the mixed-use area be developed?  
   Response: Mr. Lashbrook explained that he will purchase the area showing the multi-family development and that he is currently working on a partner to construct those units but could not offer a time frame for construction. Mr. Lashbrook also stated that the current owner will retain the MXD property to the east of High Drive so he does not have any information on when that might be developed.
5. When will you start construction on the villa homes?
   Response: Mr. Lashbrook explained the timing to develop construction level drawings for all public infrastructure improvements and the various groups that need to review and approve those drawings before construction can begin. Mr. Lashbrook stated that his desire is to start moving dirt on the property by this summer.

6. Will you be constructing a new fence along the southern property line?
   Response: Mr. Lashbrook stated that this had been discussed with the initial zoning approvals and it was determined that a new fence would not be constructed along the south property line because it would cause several mature trees to be removed.

The meeting concluded at 7:00 p.m.
# MEETING SIGN-IN SHEET

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherry &amp; Paul</td>
<td>2858 W 137th Pl</td>
<td><a href="mailto:sherrel@aol.com">sherrel@aol.com</a></td>
</tr>
<tr>
<td>Mark</td>
<td>2424 W 137th Pl</td>
<td><a href="mailto:mollycat.cb@gmail.com">mollycat.cb@gmail.com</a></td>
</tr>
<tr>
<td>Ed Harrison</td>
<td>3042 W 187th Pl</td>
<td><a href="mailto:edharrison@aceimage.com">edharrison@aceimage.com</a></td>
</tr>
<tr>
<td>Mike Lang</td>
<td>2950 W 137th Pl</td>
<td><a href="mailto:michael.lang031@gmail.com">michael.lang031@gmail.com</a></td>
</tr>
<tr>
<td>Mark &amp; Karen</td>
<td>1241 Manor Rd</td>
<td><a href="mailto:kmhorrigan@msn.com">kmhorrigan@msn.com</a></td>
</tr>
<tr>
<td>Kelly Sherman</td>
<td>12920 E synced</td>
<td><a href="mailto:kellyworks_d@gmail.com">kellyworks_d@gmail.com</a></td>
</tr>
<tr>
<td>Rita Davis</td>
<td>13709 Embrooke Cr.</td>
<td><a href="mailto:orchids53@yahoo.com">orchids53@yahoo.com</a></td>
</tr>
<tr>
<td>Frieda Haddley</td>
<td>13711 Embrooke Cr.</td>
<td></td>
</tr>
</tbody>
</table>
CALL TO ORDER/ROLL CALL: McGurren, Hunter, Belzer, Hoyt, Elkins, Coleman, Block, Stevens, and Peterson.

APPROVAL OF THE AGENDA

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

APPROVAL OF MINUTES: Approval of the minutes from the November 26, 2019 Planning Commission meeting.

Comm. Coleman: On Page 33, Ms. Knight should be in place of Ms. Bennett.

Comm. Peterson: On Page 11, the first paragraph shows Comm. Peterson, but it wasn’t me. Also, beginning on Page 19 and carrying through the rest of the document, it should be “Petersen” and not “Peterson.”

A motion to approve the minutes from the November 26, 2019 Planning Commission meeting as amended was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

CONTINUED TO THE FEBRUARY 25, 2020 PLANNING COMMISSION MEETING: CASE 01-20 – CORNERSTONE OF LEAWOOD – ONSPRING HEADQUARTERS – Request for approval of a Preliminary Plan, located south of 135th Street and east of Nall Avenue. PUBLIC HEARING

CONSENT AGENDA:
CASE 02-20 – LEAWOOD ESTATES – LOT 9 & PARTIAL LOT 8 – RESIDENTIAL EMERGENCY GENERATOR – Request for approval of a Final Landscape Plan, located north of 95th Street and east of High Drive.
CASE 03-20 – HALLBROOK EAST VILLAGE – SECOND PLAT – Request for approval of a Revised Final Plat, located south of 112TH Street and west of State Line Road.

CASE 05-20 – STONE LEDGE SUBDIVISION – SECOND PLAT – Request for approval of a Revised Final Plat, located south of 154th Street and east of Nall Avenue.

CASE 07-20 – PARK PLACE – ENGEL & VOLKERS – Request for approval of a Final Plan for Changes to the Façade of a Tenant Space, located north of 117th Street and east of Nall Avenue.

Comm. Coleman: I don’t think it’s necessary to pull the case, but I have a question on Case 03-20. What is the reason for going from three lots to two lots?

Mr. Coleman: The potential owners want a larger lot for their house.

Comm. Peterson: I have a related question. When three lots are rezoned as two lots, are the lots renumbered with Johnson County Records?

Mr. Coleman: They will be renumbered.

Chairman Elkins: Thank you. Are there other questions? If not, I’ll entertain a motion.

A motion to approve the Consent Agenda was made by Hoyt; seconded by Stevens. Motion carried with a unanimous vote of 7-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Peterson.

NEW BUSINESS:
CASE 04-20 – 135 STREET AND KENNETH – MIXED USE AND MEDIUM DENSITY RESIDENTIAL - Request for approval of a Revised Preliminary Plan, located south of 135th Street and west of Kenneth Road. PUBLIC HEARING

Staff Presentation:
City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 04-20 – 135th Street and Kenneth Road – Mixed Use and Medium Density Residential – request for approval of a Revised Preliminary Plan for property located south of 135th Street and west of Kenneth Road. Staff would like to make a change to Stipulation No. 1A. It should read, “The project is limited to the following: 410,200 square feet of construction on 18.25 acres for an F.A.R. (Floor Area Ratio) of 0.43 with a 55% discount for residential within the MX-D zoned portion of the development. That shall meet the requirements of the LDO (Leawood Development Ordinance). This matches what was previously approved Preliminary Plan.

With this case, the applicant is proposing a couple different changes from the previously approved Preliminary Plan. The first has to do with the phasing of the project. Previously, all the residential units were to be constructed in the first phase, including the
units south of 137th Street and the units north of 137th Street on the west side. The proposed change is to have the duplex and triplex units south of 137th Street be constructed first with a common area at the intersection of High Drive and 137th in a second phase with the third phase consisting of the residential units north of 137th Street. The second proposed change is to the stipulations previously agreed upon by staff. You have a table on the dais to show you the proposed changes. These are newer than what is in the Staff Report. These stipulations the applicant would like deleted or modified have to do with the applicant not wanting to construct the public improvements on 135th Street, including the construction of a third lane and burial of power and utility lines. Multiple developments along the 135th Street Corridor have equally conformed to these regulations to construct or pay into escrow for the construction of public improvements along street frontages as the construction progresses. This includes developments such as Market Square and Plaza Pointe. The developments that have three lanes of traffic along 135th Street have already done the projects. Staff is asking for this process to continue what has already occurred with those developments. The applicant has verified that no other changes are being made to the previously approved plan, including the construction of 137th Street from Chadwick to Kenneth, the Mixed-use portion facing 135th Street, and the number of residential units in the whole design of the project. The only changes are the stipulations and phasing. Staff recommends denial of Case 04-20 in order to keep the previously approved Preliminary Plan in effect. I am happy to answer any questions.

Chairman Elkins: Thank you. Questions for Mr. Sanchez?

Comm. Hoyt: Is the primary nature of staff’s objections the public improvement and not the phasing?

Mr. Sanchez: That is correct. We would want those constructed in the first phase.

Comm. Hoyt: It’s not the phasing itself that is the issue; it is their desire to delay some of the public improvements.

Mr. Sanchez: That is the main issue; however, staff was happy with what was previously submitted. We would like to revert back to that.

Comm. Peterson: I have a question related to the position of the third lane eastbound. I assume it’s going from Chadwick to Kenneth or State Line.

Mr. Ley: The third lane is constructed along their frontage of the development.

Comm. Peterson: In addition to that, there will be turn lanes, correct?

Mr. Ley: Correct.

Comm. Block: Could you remind me of the history of the homes north of 137th Street? I didn’t think homes would be in the very first iteration, and they were added. Now, they
are in a later phase. Didn’t they get some kind of variance to include those homes on the north side of 137th Street?

Mr. Sanchez: I believe those have always been shown on the plans as being part of the first phase. There is a mixed-use portion that includes apartments, retail, and offices. Those have always been shown in a later phase. They want the part that is north of 137th Street to be in its own phase.

Comm. Block: On the Public Works document, it refers to stipulations highlighted in bold print, but I didn’t see anything highlighted in bold. I couldn’t decipher what was new and what was old.

Comm. Hoyt: If I’m not mistaken, the handout has some of that clarified.

Mr. Levy: The stipulations were changed from the original plan. We updated the stipulations to match what was approved at City Council. There were stormwater issues we had on the prior approved plan. There was a stipulation that stated the developer would work with staff to create some amenities. Those were updated to reflect what was actually approved.

Comm. Stevens: Would it help if you point out the changes?

Mr. Sanchez: On the handout, you’ll see that Stipulation No. 4 stayed the same, but the applicant would like to delete it. No. 7 has a change with the word “approved” in the last line. No. 8 has a sentence added before, “however” from the Staff Report. No. 32 appears to be the same as the Staff Report. No. 2(C)I refers to the Public Works memo and remained the same. In that same section, wording changed but seems to have a lot of the same language. No. 2(C)3 changed to match what was in the new Public Works memo. They are requesting to change the timing. The current stipulation requires the fee to be paid prior to the city releasing the Final Plat; the proposal is to require the fee prior to the city releasing the Final Plat for Tracts G and H. No. 7 was previously deleted, and the applicant would like to delete it on this one as well. They added text to it, and it reads the same as what we previously included. No. 19 is a new stipulation that was not in the previous plan, and it was not in the Staff Report. No. 20 was the previous No. 13, and it has the same language that it had before; however, they want to phase all the public improvements. I believe the applicant will be able to go more in depth with the stipulations they wish to change.

Comm. Coleman: Mr. Sanchez, I don’t recall an applicant asking for some of these things to be changed, either in the preliminary part of our hearing or after the fact. I assume this is not normal. Could staff comment on that?

Mr. Sanchez: Staff did research on the previous developments along 137th Street. Similar language was either converted to them or part of the stipulations. To my knowledge, none of those developments had any pushback, or they did not communicate that to staff. We
had these stipulations in the first plan, and at Final Plan, some of them went forward with that as well. This is the applicant wanting to come back and change the stipulations.

**Chairman Elkins:** With respect to the phasing of the residential areas, does staff oppose that? You said you would prefer the original, but when push comes to shove, is staff opposed to changing the phasing?

**Mr. Sanchez:** I don’t believe we would be opposed to phasing the residential. The applicant may be able to talk about it more. If it is all one phase, they would have to construct all the public improvements, which would also mean creating the road north of 137th Street into the separate cul de sac for those residential units. I’m assuming they would like to push that off until they are ready to do that other phase.

**Chairman Elkins:** I don’t think I want to ask you to go through each of the stipulation modifications again, but I’m curious as to staff’s position with respect to the modifications. It’s obvious to me that staff is opposed to deleting No. 4. Beyond that, can you highlight which of the modifications staff opposes?

**Mr. Sanchez:** Would be okay with changing the wording on No. 7.

**Comm. Hoyt:** Maybe I’m misreading this, but I thought the bigger issue with No. 7 is that the current stipulation says that it will be under a single set of construction plans, and the modification is that it’s under a separate set of plans. That seems to be the bigger issue.

**Mr. Coleman:** I think staff is okay with phasing the development project as long as the public improvements that were in the original approval are associated with those phases in a reasonable manner. Of course, the additional villas north of 137th are in the third phase, so that street would have to be built at that time. The other mixed-use developments on 135th Street should have the third lane, burial of power lines, and other public improvements done along with it. We would agree that we don’t necessarily want an extra third lane when it is not necessary. There is no time frame associated with any of the phasing, so we don’t know if the land on 135th Street will be developed in two years or ten years. We’re amenable to having the improvements phased, but it is the city’s policy that the improvements are made by the developer and not the city.

**Comm. Hoyt:** You’re okay with their sense of timing.

**Chairman Elkins:** I want to hone down on the issues of contention, then. With respect to the other requested modifications to the stipulations, are there others that staff stands opposed to? I just don’t want to have Mr. Petersen have to go through them all if there are some that you are agreeable to.

**Mr. Sanchez:** Regarding No. 8, we would want the developer to be responsible for the burial of utilities on 135th Street.
Mr. Coleman: We would want No. 32 to stand as it is. We also want No. 2(C)I to stand as it is.

Mr. Ley: Regarding 2(C)II, we want to make sure they understand that they would still be responsible for the third lane if they construct High Drive with Phase One. It just depends on when High Drive would be constructed.

Chairman Elkins: How about No. 2(C)III?

Mr. Ley: The concern Public Works has with this one is if they construct the High Drive intersection in the roadway and the development on the north side comes in prior to Phase Four or Phase Five, traffic signals could be warranted and we would not have the 50% match for the signal. We would still want to collect the escrow up front if they’re going to construct High Drive with Phase One.

Chairman Elkins: No. 7?

Mr. Coleman: We would want it to remain as it is. We don’t want to delete or change it.

Chairman Elkins: No. 19?

Mr. Ley: We’re okay with modifying it to read how they wrote it to match the phases.

Chairman Elkins: And No. 20?

Mr. Ley: We would be okay with the proposed modification.

Chairman Elkins: We’ve narrowed the issues a bit. What I understand is there is not agreement with respect to Nos. 4, 7, 8, 32, Public Works Memo Nos. 2(C)I, 2(C)II, and 2(C)III. With that, I would invite the applicant to step forward.

Applicant Presentation:
John Petersen, Polsinelli Law Firm, 6201 College Boulevard, appeared before the Planning Commission and made the following comments:

Mr. Petersen: We’re grateful to be here with what we feel is a great project for the city. The most important people in the room are Richard and Rick Lashbrook, principals of Leawood 135, LLC. The give and take helped quite a bit so we can zero in on the issues before us, but I feel a few prefatory comments might help. Some of you were here in December, 2018 when we brought this project before you. It is a vertical and horizontal mixed-use project. It is approximately a 56-acre tract that is intended to be developed with a variety of uses, including attached villas to the south along 137th and then two pods of more vertical mixed-use product with residential over retail, office, and senior living adjacent to 135th Street. The plan before you is the exact plan. As time has gone on, the developer has been resolute in confirming the intent to develop the plan. The dream was to move the entire development forward in a sequential fashion. The
stipulations we’re going to talk about contemplated that. For the record, we agreed to every stipulation under consideration this evening with the idea that we had a plan in front of use that we would execute if the market cooperated. I can speak to the 135th Street Corridor and people who have made the wrong decision, which is to put tens of millions of dollars into horizontal infrastructure, hoping that the development would come in and bring a return on investment. I would respectfully ask you to take note that the 135th Street Corridor, despite tens of millions of dollars of additional lanes, reverse frontage roads, and sewage systems, remains essentially undeveloped. These developers are serious about developing in the City of Leawood, but they’re not going to make that mistake. To pull the vertical pieces into position, they needed partners with expertise and committed capital. It’s fair to say every single well-known mixed-use developer was approached. Every alternative was considered, and there is not a taker for those front pieces. In large part, it is because of the heavy burden of infrastructure costs. We’re here today to do two things that staff articulated well. One involves phasing in the different components of the attached villa project, largely due to financing and timing. Banks will finance when they see product coming behind. There are certain banks that didn’t provide that due diligence, which is why several pieces of property along 135th Street have now gone through four changes of hands. We’re trying to avoid that. Additionally, there is phasing of public infrastructure. We’re going to ask that some of it be eliminated in its entirety, but also to modify some elements to not require the infrastructure to be added when we start the first villa, which is how the stipulation reads today. I understand that we are asking the Planning Commission to make decisions about policy of financing public streets and burying power lines. I understand one might say it is not in the purview of the Planning Commission but rather the Governing Body, but there is a process. The only way to change stipulations is to come through this process to reach the Governing Body. I’m not saying we’re wasting your time because your input is valuable.

(Shows plan on monitor) The plan was always to have villas north of 137th Street, which results in three phases. The amenity area sits where High Drive ends coming in off 135th Street. We’re now proposing five phases. Phase One would be villas south of 137th. Phase Two would be the amenity; Phase Three is the balance of the villa product, designed to allow us to phase in and not put the street in until we’re ready for that phase; Phase Four is the pod west of High Drive; Phase Five is the mixed-use portion east of High Drive.

Moving on to stipulations, I’d like to give you some financial comparisons to explain why we are proposing the changes. No. 4 is one we would like deleted. It indicates that we would build a third lane on 135th Street. We would still be responsible for any deceleration and right-turn lanes both at High Drive and at the right-in access on the most eastern mixed-use pod, but we would like to be released from the responsibility to build that third lane. I’ll speak later about the cost, the traffic report, and the purpose of that third lane. Staff alluded to the fact that we would be building it for no reason at this point because it goes nowhere until Missouri does something. No. 7 is one we have staff support on. This breaks away from the idea that when construction begins on the villas, all the public improvements need to be designed at the same time. We understand that we can phase some of those improvements. No. 8 addresses power lines and is a similar situation. We ask that it be removed and modified to the extent that it is talking about power lines that run immediately adjacent to 135th Street and not any power lines that are
internal or any electrical service provided internal to the site. We’re not asking to be relieved from that responsibility, but we’re asking to be relieved from the responsibility to bury the existing power lines along 135th Street. No. 32 says that there are other requirements in the Public Works memo, which is the normal process for Leawood. We’re not asking to eliminate it; we’re just asking that it be shored up to any changes we do in the Public Works memo, which includes re-dating the memo. Moving to the Public Works memo and No. 2(C)I, we’re asking that it be deleted because it is another bite at the apple on the additional lane along 135th Street. No. 2(C)II goes a bit to timing. We understand we will do the right turn lanes at High Drive and do the right turn lanes in the future when the eastern pad is developed. We are asking for a modification that preserves the responsibility for us to do our deceleration and turn lanes at those identified intersections but eliminating the overall lane widening or additional lane construction for 135th. No. 2(C)III goes to the traffic signal. Right now, we would be required to pay that escrow in with the villas. High Drive will be built with this portion of the project, as will 137th. I don’t think anyone anticipates that there will be a need for signalization with the addition of these villas. This is based on a need. The stipulation could be fashioned that would require payment when the signal is warranted. It could be 5-6 years, so to ask for payment now is a financial tug at the development. No. 7 refers to the burial of power lines, and we want to be sure we’re being consistent and we’re talking about the KCP&L lines that currently exist along 135th, and we’re asking for relief from that obligation. Any requirements for any other electrical service in the interior of our site, including 137th Street, would not be below ground. I think we have agreement on Nos. 19 and 20, which goes to phasing and doing the public improvements when they are needed. That is a very quick overview of what you had from staff. I’d like to speak to why we’re coming back after we have agreed to a plan. Committed development costs include construction of 137th Street from Chadwick to Kenneth Road, High Drive, cul de sac streets, signalized intersection, and eastbound right turn lanes. The deceleration and right-turn lanes would be done immediately and are a large portion of the overall costs of that additional southern lane on 135th Street because all the utilities need to be relocated. The issues we’re talking about in the stipulations are over $7.5 million. To add the burial of power lines increases that number by $1,650,000 and another $450,000 to finish the widening of the third lane. It’s a showstopper, even to those who are still in discussions about bringing multi-family living over retail. For the record, we have other impact fees that relate to traffic. We’re not asking for relief from the 135th Street Corridor Impact Fee, from the Public Art Impact Fee, or the South Leawood Transportation Impact Fee. That approaches another $500,000. I go back to the traffic study to put the third lane in some context. This was studied in a traffic report with a 2040 projection. Until Missouri builds a third lane, this lane would go nowhere.

To summarize, our request is to approve the new phasing plan in terms of the northern portion of the villas. With each stipulation, whether it be from the Planning Department or Public Works, we are seeking the relief we requested. With that, I’m happy to answer any questions.

Chairman Elkins: Thank you. Questions for Mr. Petersen?
**Comm. Hoyt:** Could you go back to the slide that showed the costs that you expect to incur if the third lane were added? *(slide displayed)* These are isolated costs. What is the total cost of the entire project? I’m trying to determine the scope of this portion to the entire project.

**Mr. Petersen:** It’s probably a relatively small percentage. Off the top of my head, I’m going to guess it’s 2%. That’s unfortunately not the way a financing structure is put together. The infrastructure doesn’t produce income.

**Comm. Hoyt:** You also said this isn’t the total cost of all the infrastructure changes you are making. What is the total of all the infrastructure changes?

**Mr. Petersen:** $2.1 million.

**Comm. Hoyt:** Didn’t you say the deceleration lanes are included in the $7.5 million?

**Mr. Petersen:** To restate and emphasize, these costs are the costs attributed to the stipulations we’re discussing. There are numerous other costs.

**Comm. Hoyt:** That’s what I’m trying to figure out. I’d like to know all those other ones that don’t generate income but are costs nevertheless.

**Mr. Petersen:** I wouldn’t know that off the top of my head. I’ll let them figure it.

**Comm. Block:** Do you have visuals of the lanes? I’m having trouble understanding where the deceleration lanes are and where the third lane fits into that. I don’t know what you’re proposing to delete and what you’ve committed to in the past. It seems the deceleration lane would be further into the project. If you’re going to delete the third lane, you’re proposing to put a deceleration lane where that would go, which would have to be ripped out down the road to add a third lane, and then a deceleration lane would have to be moved further into the project.

**Mr. Petersen:** There will be setbacks and right-of-way to enable that. As I indicated, all the utilities have been moved out of the way; it is really just breaking the curb and moving the curb line in.

**Comm. Block:** I thought you indicated you did not want to move all those utilities. They’ll be moved in far enough?

**Mr. Petersen:** The underground utilities in that area include water, sewer, and probably fiber. To do our deceleration lanes, we’ll have to move all of those.

**Comm. Block:** Will you move them far enough to account for that third lane?

**Mr. Petersen:** We’ll move them into the expanded right-of-way.
Comm. Block: You’ll do both of the yellow lines with the first phase?

Mr. Petersen: Again, we have a modification to the stipulations. The one to the west of High Drive would be done as part of the villas; the one to the right is the entrance point for the eastern portion of the mixed-use development on the east side of High Drive along 135th. We are proposing to do that when that portion of the development actually gets started.

Comm. Block: So, it goes to another street that would not be constructed until Phase Five?

Mr. Petersen: Yes, sir.

Comm. Block: You would build High Drive, 137th Street, not the cul de sac north of 137th Street and not the street that goes east.

Mr. Petersen: Correct.

Comm. Block: Why would you not have to bury the power lines at any point in any of these five phases? Why would you be able to not do that, based on what’s happened elsewhere in the city and the LDO?

Mr. Petersen: We want to have a project we can finance. We can’t find anybody that is willing to take that as part of the deal. When we get to Governing Body, I assume they’ll have other alternatives for making these public improvements that may not put the burden on each project but do a more corridor-wide solution. We know today we can’t afford to bury those power lines at $1.6 million and bring a partner in to develop the mixed-use. Right now, we have to do what they want with the villas. We can’t live with that; that’s just a non-start. Villaggio is an example. Times were good then. They buried power lines and put in all the streets. I don’t need to tell you what’s happened to that property. I know that property sold the last time in foreclosure for the amount of the assessments only, and it’s back in a distressed state again. It can’t be done in this day and age. It couldn’t be done then, quite honestly. I’m not being critical of the developers, but it can’t be done. Those power lines are not there because of the ramifications of this project. Those power lines are there because KCP&L won’t bury their own power lines; they make the cities do it if they want it done. Then the cities tell the developers to do it. Some cities don’t require it. Overland Park doesn’t require it. It all adds up, and $2 million could be a small percentage of all the other investment that comes in, but those amounts can make or break projects. We need some help on two things that we’ve identified. Anything that our development impacts on the public and requires improvements, we’ll pay for: turn lanes, signalization, complete construction of 137th Street because our activity generates the need. We aren’t causing the need for a third lane on 135th Street. There is no traffic study that shows that. Also, KCP&L won’t bury their own power lines, and it’s an aesthetic issue.
Comm. Block: Regarding the traffic signal, I don’t know how the 50% was determined, but I assume this part of the project is going to contribute to extra traffic.

Mr. Petersen: We’re not arguing with the 50%; that’s typical.

Comm. Block: But you don’t want to put any of that money into escrow today. We can’t come back five years from now because you may or may not be the owners at the time. I don’t understand how you want to push that off and not escrow that now if you agree that 50% of the cost is yours.

Mr. Petersen: It does happen in other communities. The commercial portion will be the contributing factor for the south side of the street and the need for signalization. We don’t want to have to escrow with the villas. We want the escrow requirement to be phased; we don’t want the escrow requirement to be tripped by the villa development.

Comm. Block: Is it half of $165,000 or all of it?

Mr. Petersen: $165,000 represents half of the estimated costs.

Comm. Block: When would you put it in?

Mr. Petersen: At the beginning of development of the Mixed-use portion.

Comm. Block: Which could be ten years from now.

Mr. Petersen: Correct, or the city would have the right to come back against that property as an assessment.

Comm. Block: So, the HOA is going to collect and escrow $165,000?

Mr. Petersen: We suggested that it be on the commercial property.

Comm. Block: It just doesn’t make sense to me.

Mr. Petersen: The avoidance of trying to put together all the costs we’re facing to start the villa project, including bringing in a public road that will serve commercial traffic as well with High Drive, through the deceleration lane, which is primarily needed for High Drive, at least half of the lane-widening on 135th Street, leads us to consider the signalization as an extra cost that will sit in escrow for potentially ten years.

Comm. Coleman: Mr. Petersen, if I recall correctly, this is the third time this development has been before this commission; is that correct?

Mr. Petersen: At least.
Comm. Coleman: Part of what I’m struggling with is why these issues did not come up the first time, second time, third time, or fourth time. Is it just the money issue that has now come to light? These are standard things that I’ve seen go through on other projects.

Mr. Petersen: Projects are approved, and developers think there’s a chance to do it, but the arbiter in your world is that it’s required for the project. The arbiter in our world is the market. I know you’re not suggesting this, but it could be that we say we’ll agree to it just to come back and ask to have it removed. That is not the case at all. This is very common as an approval gets tested in the market. We’re not going to take risks that border on gambling, so we come back and ask for a modification. To ask for modifications three times on a project this size in my world is nothing. It was good faith taking our requirements to the market, but every single multi-family MX-D developer in your city crunched the numbers and said we needed to get rid of these costs. Out of $10 million, we’re coming back for $2.1 million for projects that we don’t impact. We’re going to get a mixed-use partner in here. I bet we’ll be back again because there will be something in here we’ll have to tweak to make a high-quality project that didn’t fit squarely into a more theoretical approach. If there could be a financing mechanism put forth by the city where one project didn’t have to take $2 million of these public improvements that many cities don’t require at all and others do as part of their Public Works projects. I’m not suggesting Leawood should do that. I recall an effort early on in the 135th Street Corridor to spread it out all the way back from 133rd to 137th. That made sense, but it fell apart and couldn’t be done. We’re trying to get things started. Everything that is needed to handle our project, we’ll pay for, but we need a little help.

Comm. Hoyt: You said it would be interesting if a funding mechanism could be developed that would share the costs. Of the $2.1 million, what would seem to be a reasonable share of that?

Mr. Petersen: There are different methodologies, part by the city at large because there are a lot of people utilizing and enjoying the aesthetics of no power poles. It could be based on square footage. Villaggio did it with $9 million that got paid down to $6 million. City bonds are out there that have been in default for a long time. Chairman Elkins: I’ve got a series of questions, but let’s focus on the power lines first because that’s been a longstanding issue. I’m thinking about the idea, “Don’t oppose unless you have propose to go with it.” What would be your “propose” for burying the power lines? It’s a good discussion on policy. What would you have Governing Body do with respect to power lines?

Mr. Petersen: You’re going to get me in all sorts of trouble. I’m not speaking on behalf of my clients; I’m speaking on behalf of myself. It’s a city aesthetic issue. If the city wants power lines buried, then I think the city needs to step up and help bury power lines, or there should be incentives. Where you see them buried in other cities is when there was an incentive. It is an extraordinary cost. KCP&L does the work; it can’t be bid out. It’s honestly a public investment to bury the power lines by allowing tax dollars to be diverted to reduce the costs. In Overland Park at 115th Street and Nall, the city didn’t
require burying the power lines. We got a CID approved there, and one of the conditions was that the power lines are buried. I would think maintenance of streets would be a higher priority than aesthetics.

Chairman Elkins: One of the things that concerns me about the power lines is a concern that, if we don’t address it now, we’ll have the same situation that we had for years at 95th and Mission. That is that it won’t be your clients dealing with it, but 40 years from now, when it comes time to redevelop what your clients have put together, we’ll deal with it then. I’m really concerned about that.

Mr. Petersen: That’s being addressed at Ranch Mart.

Chairman Elkins: Even with an incentive package, your clients are ready to move forward now. If the city could see clear to give you relief on that now and we, as a city, come up with some CID or other incentive program, how would your clients then be qualified to contribute at that point in time since they already have their investment in the ground and going?

Mr. Petersen: That is a conversation to be had as we move through the process. We’d be open to having that discussion, but to get there, I have to stand on the points I’ve made this evening. We would hopefully anticipate a side discussion to not only solve it for this project but for other projects as well.

Chairman Elkins: You mentioned in your presentation that you and your clients believe it would be appropriate to invest in the escrow at such time when the traffic signal is warranted. How would we collectively determine when a light is warranted? Is it when your folks decide or the city?

Mr. Petersen: That’s your responsibility typically. Cities determine when it is time.

Chairman Elkins: Is there a consensus right now that it’s not warranted today or at the time that your first phase is happening?

Mr. Ley: I believe they’re just doing a right-in, right-out. Is that correct?

Mr. Petersen: Yes.

Mr. Ley: They’re not going to have a westbound left turn lane.

Chairman Elkins: So, there is no dispute that the light is not warranted at this time.

Mr. Ley: That’s correct.

Chairman Elkins: But prior practice would be to escrow the money at the first instance.
Mr. Ley: We started that policy about five years ago. Prior to that, we had the developers install signals upfront because we were anticipating all the development to occur. They would like to change the stipulation to have them pay when the signal is warranted, but then the problem is that we have to try to find the person to collect money from. It makes it difficult. That’s why we try to collect the money upfront.

Chairman Elkins: Dropping back to the power lines, when would it be appropriate to bury the power lines, Mr. Petersen?

Mr. Petersen: Probably when the ultimate improvements are done to 135th. I don’t know exactly where they sit in the right-of-way. The frustrating part is if we just do public streets and it’s a city project, the utility company moves them. If it’s a developer, the developer moves them. That happens on a fairly regular basis. The immense cost is in burying the power lines.

Chairman Elkins: It seems like the best time to bury the power lines if on the front end. I understand what you’re saying about the financing issues, but wouldn’t you agree that, if financing were available, the best time would be before the development goes into place?

Mr. Petersen: In a perfect world, it would be the best time.

Chairman Elkins: I have a question about the third lane. You mentioned a couple times that the traffic studies available indicate there is not really a need for that third lane until 2040. Frankly, I didn’t see that in your record anywhere.

Mr. Petersen: It’s in the traffic study that was part of the original. I’m not sure if that land will ever be built because it doesn’t go anywhere. It dies at State Line.

Chairman Elkins: The record we have before us is a traffic study suggests 2040 is the earliest a third lane would be justified?

Mr. Petersen: It’s clearly not required as part of this development, and the analysis was done under the 2040 condition.

Chairman Elkins: I suspect this may be a bit out of order, but under the LDO, do we even have the authority to grant removal of the stipulations relative to the power lines and the third lane?

Mr. Petersen: You have the power to recommend on any land use plan. As part of any recommendation of any land use plan or ordinance adopting a zoning category or stipulation, you have the right to recommend on any stipulation. I started out by saying that you may say it sounds like a policy issue, but I do think you have the authority to make a recommendation based on any stipulation.

Chairman Elkins: Would we be recommending on the face of it a violation of a standing provision of the LDO?
Mr. Petersen: No.

Chairman Elkins: You’re saying the Governing Body could move forward with this without amending the LDO.

Mr. Petersen: I think they could, yes. This is no different than if we had a traffic study that said that the project would be developed and gave levels of service and delays for the intersection, leading you to make a recommendation of an acceptable level of service. I think the necessity for a third lane of a road and an aesthetic issue of burying power lines is in the realm of reviewing a development plan. I think the city could not require it and not be in violation of the LDO. There may be a policy that would have to be considered.

Chairman Elkins: To your knowledge, is there an LDO provision that requires power lines to be buried?

Mr. Petersen: If there is, I’m not aware of it.

Chairman Elkins: We’ve understood that there is a requirement to bury the power lines, but I’ve never asked if the requirement stems from the LDO or from a policy.

Mr. Petersen: I’ve never seen it codified.

Chairman Elkins: Does staff have a view on either the lane expansion or the burying of the power lines?

Mr. Coleman: For the burying of the power lines, under Public Utilities and Public Safety Uses, there are statements that refer to developments burying the power lines. It’s Section 16-1-4.1.

Chairman Elkins: Is there anything about the lane expansion?

Mr. Ley: Along 135th Street, we’ve always required the developers to do the third lane. The city has a fee schedule that addresses arterial street fees. If a developer constructs adjacent to an arterial street, there is a requirement to pay $783 per foot of frontage. It is actually half that cost, but that is the cost going from a collector to an arterial. The developer at 135th and Mission had to do the lane widening of 135th Street as well as paying the linear footage for that improvement. We had the same situation at Cornerstone. They paid $783 divided by two because it falls on the center line.

Mr. Petersen: We’re paying that.

Mr. Ley: I don’t think that’s part of the stipulations because you’re not adjacent to an arterial street.
Mr. Petersen: Richard cited the code for power lines, and we’re adhering to that. The onsite have to be buried but not transmission lines in a thoroughfare right-of-way that we happen to be adjacent to. I think there’s a distinction there, and I made it in my presentation.

Chairman Elkins: I understand there is room for discussion. I was trying to get an understanding of the parameters in our current ordinance. Are there other questions?

Comm. Block: Along the same lines of the traffic signal, is it codified?

Mr. Ley: The city hasn’t paid for signals when a developer creates an intersection.

Comm. Block: I’m curious if the requirement to have the developer put money in escrow for the traffic signal is supported by the LDO.

Mr. Ley: Each case is considered individually based on the traffic study.

Comm. Block: I understand that each situation is different as to whether it needs a signal or not, but how do you make the determination as to when they need to escrow for that signal. You say the signal will be necessary in whatever period of time; what are you hanging your hat on to make sure they put that money in escrow today?

Mr. Ley: Typically, we collect upfront.

Comm. Block: Based on what?

Mr. Ley: The traffic study.

Comm. Block: Is there a policy to support that decision?

Mr. Ley: The policy is they have to do a traffic study and address their traffic impacts to the city. That is where the stipulation comes in.

Mr. Petersen: It is on a case-by-case basis with the general policy. I draw a distinction here, and that is that until the commercial is developed and the median is broken, there is no intersection. We’re not breaking it as part of the villas. Under the circumstances, we think a fair proposal is to look at when they start developing the commercial or when it is warranted, whichever comes first.

Chairman Elkins: I’m not sure I followed all of Mr. Coleman’s reference to the LDO, but a colleague pointed out that in Section 16-1-4.1 at the end, it says, “In the case of a new or amended Preliminary or Final Plan or Plat, the owner/developer and/or applicant shall be responsible for placing all existing utilities underground prior to issuance of a building or occupancy permit or at such time mandated by the approved plan or plat.” In your view, Mr. Petersen, does what you’re proposing fall in compliance with that?
Mr. Petersen: All the utilities that will be on our property will be buried. These aren’t on our property; they’re on the public right-of-way. New utilities, we are burying.

Comm. McGurren: Mr. Petersen, do I read correctly that there are approximately 117 villas planned?

Mr. Petersen: Yes, sir.

Comm. McGurren: What is the average projected sale price per villa?

Mr. Petersen: As I recall, around $600,000 per unit. It’s a healthy price. We’re trying to have good options in that price range. Again, that speaks to the economics. If we’re getting $2 million a site, we have a bit more flexibility to address aesthetics. In a position such as this with us coming back, it comes down to what is proposed in that commercial development is state-of-the-art vertical mixed-use. What makes it good is another really expensive structured parking. Then, with another $2 million to bury power lines is extensive. The alternative is to bring down the quality of the structured parking, which is not their intent, but it’s a piece of straw out of the haystack.

Chairman Elkins: Other questions? Thank you, Mr. Petersen. Under the LDO, a case such as this provides for a Public Hearing. Before we begin, we’ll allow four minutes for comments. We would also appreciate avoiding replicating comments. We want input from the community, and we’ve spent a considerable amount of time talking about policy tonight. I think that was the applicant’s intent to provide that record for the Governing Body.

Public Hearing
Kevin Jeffries, 13451 Briar Drive, Leawood Economic Development Council, appeared before the Planning Commission and made the following comments:

Mr. Jeffries: To speak to the policy issues you are talking about tonight, to let you know, the Economic Development Council (EDC) has been discussing the concept of the widening of 135th Street and if it should be a public project, much like 143rd and Mission Road and part of our Capital Improvement Program. Should we utilize financing mechanisms like TIF (Tax Increment Financing), which has typically been kind of a bad word to use in Leawood. If you really look into what a TIF is, it’s not really a giveaway; it’s another way of financing a project. When taxes go up on the property because the property has improved, some of that is captured. Tax abatements come back and help pay for those infrastructure improvements. I think for 20-30 years, we have said it’s a terrible thing, but I think it’s something we might want to at least look at in certain circumstances where there is a big public benefit. I think if we want Leawood to look different, this is a great opportunity for us to take that stand and do a little something like that. The EDC has been encouraging discussions about a lot of infrastructure, including the widening of 135th Street and coordinating with Missouri. In the mornings, there is a huge bottleneck. There are so many people coming in to Johnson County from Missouri that those extra westbound lanes might be warranted. That would relieve some of that congestion. Again,
that serves all of Leawood and Johnson County, so I suspect the county might help pay for some of that. Mr. Ley would know better about the CARS program and what would qualify. I think the hodge-podge we have now is a game. I’ve been trapped more than once in the wrong lane. I just think it’s something we need to look at the future as opposed to putting it on individual developers. Thank you very much.

As no one else was present to speak, a motion to close the Public Hearing was made by Coleman; seconded by Belzer. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Chairman Elkins: Mr. Petersen, do you wish to respond?

Mr. Petersen: You asked about the 2040 analysis on the third lane. The traffic study that serves as the basis for the approval is on Page 8 of your packet.

Chairman Elkins: Thank you. That will be part of the record. Mr. Petersen, did you have anything else to add to the record at this point?

Mr. Petersen: No.

Chairman Elkins: That brings us to a discussion by the commission. We have some weighty issues before us.

Comm. Hoyt: It seems like there are a couple of non-weighty issues in terms of being agreed to in principle, and that’s the phasing of the development and the phasing of the Public Works. We’re really strictly looking at the issue of not building the third lane on 135th Street and not burying the 135th Street utilities.

Chairman Elkins: I also heard an issue about escrow.

Comm. Hoyt: It seems like there could be some finessing of the language to give the city the option to call in the escrow at the point the city determines the need is present or imminent. I don’t know if that’s the way the other commissioners see what we have in front of us.

Chairman Elkins: I think that’s a fair statement. The issue is trying to think of how we can best bring this to a conclusion: whether we consider each item individually and then act upon the application in total. Before we get into the technicalities, let’s get some commentary from the commissioners about what they think on this whole issue of the city’s prior practice of addressing the infrastructure improvements and burying the power lines. Power lines have been an issue as long as I’ve been a resident, so I’m curious to hear what the commissioners’ thoughts are on our prior practice, our current practice, and what Mr. Petersen and his clients are proposing.

Comm. Hunter: I would say we don’t have the authority to make that decision based on the current wording of the LDO. In terms of theoretical situations and if the city needs to
change, I’d be open to options. I look forward to seeing development in the city. I’d be willing to look at different options. I think Governing Body should look at different options, but I don’t think that’s before us right now, and I don’t think we can make that decision.

**Comm. Coleman:** I have concerns of changing things from the way we’ve done them in the past. A lot of these requirements are required of all of our developers. I don’t think we’ve asked anything out of the ordinary with the plan we and City Council approved. I’m also concerned about precedent if we alter things at this point from the normal way we conduct business in relation to the LDO and the way we hold developers to a certain set of standards that we’ve applied on everyone. I have some grave concerns with that. Part of this is going to be going to City Council for them to make decisions on what to do. We have to look at what’s before us now as opposed to trying to make changes to the way we normally do things on the fly.

**Chairman Elkins:** I think that’s probably correct; although, I do know for a fact that Governing Body looks to our discussion to help inform them around the policy decisions. I don’t disagree with Commissioner Coleman or Commissioner Hunter that it may well be outside our ability to move forward, but the discussion is very worthwhile. That is why we have the process we do. I concur with both of you that it’s probably the case with respect to what we can do, but I think it’s appropriate for us to offer discussion.

**Comm. McGurren:** I agree completely with what both of you have said. I think we’ re in short-term and long-term mode. Short-term mode is tonight and the decision we have associated with that. I agree with the precedent-setting concept. On the flipside, I think over a longer period of time, it ought to be assessed whether there are other options and something that makes more sense that creates more development that is successful over time. It feels to me that we’ve got two different time frames, and it would be seemingly odd to combine them into one time frame.

**Chairman Elkins:** Other comments? I guess the observation I would have is that I tend to agree with Commissioner Coleman that there’s a certain sense of fairness about the fact that historically, we’ve required developers to put in this infrastructure, to bury the power lines, to do the other things we’ve talked about tonight. On the other hand, I’ve been looking at the 135th Street Corridor for over 20 years now as a resident. We’ve gone through at least two, if not three, iterations of a special corridor development plan. Yet, we sit out there today without really any active development. It would suggest to me that now is the time for the city to consider some radical changes from what we’ve done in the past, even though it has served us well to date. I don’t know that it’s a fair comparison to look at 135th Street to the west. My sense is that, while there is infrastructure and buildings, I don’t know how economically viable a lot of those developments to the west of Nall are. In some ways, it may not be much different than Mr. Petersen’s reference to Villaggio. That remains to be seen. I’m about to a point in my own personal journey here with thinking that the city may need to rethink the approach to some of these things and perhaps, as Mr. Jeffries said, consider some sort of public-private partnership. That’s my observation from watching all these years and seeing plan after plan. We’ve seen this,
and I don’t know that we’ve seen a whole lot of change in the plan. I don’t know of the most recent plan for 135th Street encouraged or discouraged Mr. Petersen’s clients from moving forward, but there still seem to be obstacles in the way of successful development. Maybe there’s a developer right around the corner. It is concerning that we’ve tried the old ways for so long and just haven’t seemed to make much progress. Other comments?

Comm. Stevens: I think it’s supportive of this development the way it has come together and has been designed with the distribution of uses, especially the phasing, which makes a lot of sense, assessing the phases with the infrastructure as they are needed. It is interesting to do Phase One and that infrastructure that’s part of it and that none of that really affects these two improvements of widening the lanes or burying the power across 135th. I know it’s not part of what the ordinance calls for because it’s one development, and once it has started, the frontage should be improved on 135th. It could be a way to also phase that improvement. I guess kicking off Phase Four and then Phase Five, when the real need for those improvements along 135th. Phase One and even Phase Two and Phase Three really aren’t part of these last two items that we’re debating over. It’s an interesting way of looking at this development and how it’s come together that it seems like that could even be a possibility to attach those improvements to the later phases.

Comm. Block: I had a similar thought through this process as well. What’s before us tonight is just to not do the power lanes or the third lane at all. If you kick it to Phases Four and Five, that development becomes unattainable for sure. I don’t think we can deviate, and I don’t want to deviate as a Leawood resident with what the Governing Body has done with Mission to bury power lines. It’s important to the Governing Body and to us as residents. Maybe the solution is the escrow. If 50% because it’s a master development goes into escrow, when the other developments kick off, they put in the other half. This portion of the development then puts in the fair share so it’s there when it’s needed.

Comm. Hoyt: I sort of like that idea. I was thinking the same thing. There’s a timing issue in all of this that isn’t quite gelling, especially with the additional lane on 135th Street. It seems a little out of proportion to the first phase of the project. I don’t know because I don’t understand exactly where all the digging is going to have to happen for various things to occur, but in the past, a lot of the logic of doing infrastructure throughout the city is if you’re digging up the street to do one thing, you go ahead and do everything that could be done while the street is dug up. At the point where 135th Street has to be dug into for one reason or another, that would be the time to bury the power lines.

Comm. Petersen: I had a real problem with putting the burden of the third lane on the developer when the traffic study has determined that it is not needed for some time. On top of that, there’s the additional turning lanes. I kind of view that as overkill. I don’t know how we could modify that or suggest modifying it. The biggest problem I had was with requiring the developer to pay for that third lane. I don’t know how often you go down 135th, but there’s really not a traffic problem because there’s nothing around there.
The other issue I have is putting the burden of burying the existing power lines, especially transmission lines, on the developer. There should be some way to work with the city or the county to do that, which is what is happening on Mission Road from 119th to 127th. The city is only paying for part of that. The county is paying for part of it. Those are existing lines that have been there for 30 or 40 years. Those are my two main issues.

Chairman Elkins: Thank you. I guess the one point is that you need to remember that we are planning for 178 townhomes to go in there, and shortly after that, a commercial development. Presumably, that will draw more traffic. It may not justify the third lane for the entire way, but we need to consider the additional demand. I understand that the traffic study suggests that even with the burden of this development on 135th Street, it won’t justify that third lane until sometime near 2040, but it is certainly something for us to keep in mind.

Comm. Peterson: One thing that occurred to me, especially when the residential homes go in, in the final phases, is that it is going to clearly increase the traffic problem, but we’re only putting in a third lane eastbound, not westbound. There’s no one developing north of 135th, but all the burden for the third lane eastbound goes upon the applicant. What happens to the third lane if it’s required? Who’s going to finance that when it goes westbound?

Chairman Elkins: Under the current program, it would fall to whoever develops that space along the north side of 135th.

Comm. Block: I live down that way, and it might not warrant that lane now, but I definitely think of rush hour, and 135th from Mission all the way to Wyandotte on the Missouri side is well traveled. This is a year and a half old. I assume not much has changed since then, but how much life span does a traffic study have?

Mr. Ley: We work with the traffic engineer upfront to try to calculate the 2040 counts. It’s not like they look at what’s going to happen in 2025, 2030, until they come to the magic number that it is going to be warranted. We’re looking at full buildout in 2040, so that’s when everything around the full area is completely developed. If that occurs in 2030, that lane is warranted in 2030. It’s just an estimate. In 2030, we’ll be looking at 2050 traffic models, and that is a full buildout. As far as the counts, they’re typically good for a couple years, so it depends on the growth and how much new development is occurring in Overland Park and also into Missouri. If a new development comes in, in a year, they would be required to do new traffic counts and project those future accounts.

Chairman Elkins: I think we’re ready to discuss this. I think the way I would like to approach it is take it in four different pieces. I’d like the commission to weight in by vote how we feel about the phasing for both the development of the residential space and the phasing of the infrastructure as one item. I’d like to take the escrow of the traffic light as a second item and then the relief to the developer for the burying of the power lines as the third. Then, as a fourth, the relief for the widening of the lanes on 135th Street. I think I
know how those will go out, but once we’ve gone through those exercises, we’ll see how we stand for the plan in total.

Comm. Peterson: Would it be possible to take a five-minute break?

Five-minute recess

Chairman Elkins: As I indicated prior to our break, my plan is to take up each of the four issues individually and then see where we are with respect to the overall plan and perhaps vote on the plan in its total, based on the outcome of those four issues. We’ll see how it goes as to whether we need to take each stipulation individually when the time comes. Do I hear a motion with respect to the issue of the stipulations relating to the phasing of the residential space and the infrastructure going along with it.

A motion to approve the stipulations with regard to phasing, including No 19 – was made by Coleman.

Chairman Elkins: We’ll take it up as an overall issue with the idea that staff can make conforming changes to the case.

Motion seconded by Hoyt.

Chairman Elkins: Discussion on the motion related to phasing of the residential and infrastructure.

Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Chairman Elkins: The second issue relates to the escrow for the traffic signal proposed in the plan. Is there a motion relative to the idea of the relief requested by the applicant, relative to the escrow for that stoplight?

A motion to approve the requested escrow relief with the additional provision added that the city would have the option to call for the money at its discretion if it has evidence that a shorter timeline is necessary – was made by Hoyt; seconded by Belzer.

Chairman Elkins: Any discussion?

Comm. Block: I’m going to vote no because I don’t think it’s a realistic ask. The developer is potentially going to be long gone. Once these 171 units or this first phase even is done, the developer has no responsibility. Then, it is on the homeowners, the HOA, and whatever that entity is that’s remaining. This developer is going to sell and move on to the next thing. I don’t think there’s any going back in 6-7 years and getting it. It’s either now or we release them.
Chairman Elkins: You’re assuming the developer is going to abandon the commercial development and just not do it, despite the fact they have an approved plan for it?

Comm. Block: If I read the interact meeting notes correctly, they don’t have control over those other parcels for these other phases. My understanding is they don’t even own the land we’re talking about; it is just under contract. They don’t own all 57 acres.

Comm. Coleman: I agree with Commissioner Block. When it comes to getting funds for escrow, there’s a reason they’re upfront. There are too many downsides, and I don’t feel comfortable with splitting that cost up.

Comm. Belzer: Can we ask for an answer to that?

Chairman Elkins: I think we’re probably past that point. Commissioner Hunter, I’d welcome your thoughts on the subject.

Comm. Hunter: Do we have the authority to approve how money is held by the city for that use?

Chairman Elkins: I don’t know the answer to that question. The issue we’re dealing with here is if we have the authority to insist on the applicant putting money into escrow, which is a slightly different question.

Comm. Peterson: Isn’t it also our recommendation to Governing Body for them to take into consideration?

Chairman Elkins: Yes, it is a recommendation.

Comm. Peterson: We’re not necessarily saying it’s written as law; this is our recommendation to Governing Body for their consideration.

Chairman Elkins: It strikes me that the need for the stoplight will probably be triggered more by the commercial development than the residential. If it’s not this developer that develops the residential space, that would be the appropriate place for the escrow.

Comm. McGurren: Is it fair to say that in the phasing concept that included the phasing of the infrastructure, we’ve already answered the point that we would assume the light would come later anyway and the question now is all about the escrow?

Chairman Elkins: Yes.

Comm. Belzer: Could we recommend that we tie the escrow to the traffic light at the time of Phase Five?

Chairman Elkins: We could, but there’s a pending motion to not do so.
Comm. Block: Mr. Petersen agreed that 50% of the cost was theirs; he just doesn’t want to pay today. The 171 units are causing half of the impact that is going to require that traffic signal is how I understood what he’s saying. He is saying he wants to put the money in closer to when it’s going to trigger the need. I think if we don’t get it in the bank today, I don’t think we’re going to get it.

Comm. Peterson: Related to the phasing, I have a suggestion. We have five phases. Phase One is the main area of the duplexes. Phase Two is basically the community swimming pool, etc. Phase Three begins the northern portion. Regarding the traffic signal, Phases 1-3 are more than 50% of the total land area, but not necessarily traffic. The stoplight in question and potentially the triggering of the escrow could perhaps be triggered at the beginning of Phase Three versus Phases Four or Five.

Chairman Elkins: It is certainly something to consider, but we have a motion pending. We’ll dispose of that and move forward how we think it’s appropriate.

Motion withdrawn by Comm. Hoyt; second withdrawn by Belzer.

Chairman Elkins: Does Commissioner Peterson have a motion? It doesn’t have to be tied to a particular stipulation

A motion to recommend that the escrow is triggered according to the 50% schedule as outlined in the applicant’s response at the beginning of Phase Three of the project, as outlined in Sheet A, dated December 20th – was made by Peterson; seconded by McGurren.

Chairman Elkins: Discussion on Commissioner Peterson’s motion?

Comm. Block: I have the same concerns.

Comm. Belzer: I don’t know about amending this motion again, but I believe it’s at Phase Four and not Phase Three where the impact would occur and where the breaking of the median would take place.

Motion amended to change “Phase Three” to “Phase Four” by Peterson; seconded by McGurren.

Comm. McGurren: I agree with Commissioner Block. If it is at Phase Three when villas are still to be built, it is doable and likely; if it is at Phase Four or Phase Five, it is unlikely.

Chairman Elkins: Any other discussion?

Motion did not carry with a vote of 3-5. For: Stevens, Peterson, and Belzer. Opposed: McGurren, Hunter, Hoyt, Coleman, Block.
Chairman Elkins: Where does that leave us on the stoplight? It leaves us with no relief on the stoplight. Let’s move to the question of the buried utilities. Is there a motion on the applicant’s request for relief from the obligation to bury the utilities? It could be that we don’t recommend the relief.

A motion to recommend the city and the developer work out a plan through which there may be some relief associated with burying the power lines, but if it does not come, the exemption of cost associated with burying the power lines would be denied – was made by McGurren; seconded by Peterson. Motion with a vote of 5-4, including an affirmative vote from the chairman. For: McGurren, Belzer, Hoyt, Peterson, and Elkins. Opposed: Hunter, Stevens, Block, and Coleman.

Chairman Elkins: We’ll go to the last of the major issues raised by this application, which relates to the relief requested by the applicant from the city’s proposed obligation to provide a third lane on 135th Street, eastbound.

A motion to recommend that 50% of the escrow for the third lane until Phase 4 begins, and the developer of the fourth and fifth phase would be responsible for the remainder – was made by Block.

Comm. McGurren: Just to clarify, it would be 50% when Phase One begins; 50% when Phase Four begins.

Comm. Block: I think the other 50% would be borne by whoever develops Phases Four and Five.

Comm. Hoyt: 50%?

Comm. Block: We were discussing the conundrum of potentially different ownership. I might be wrong, but that’s what I thought I read. When that final portion begins, I understand it’s a Master Plan submission to us. They’re asking to be totally relieved of this responsibility; I’m saying they should come halfway.

Comm. Hoyt: Wasn’t it $485,000, so it would be half of that?

Comm. Block: Yes.

Motion seconded by Stevens.

Chairman Elkins: Thank you. Is there discussion?

Motion carried with a vote of 7-1. For: Peterson, Stevens, Block, Coleman, Belzer, Hoyt, McGurren. Opposed: Hunter.

Chairman Elkins: That takes us to the overall plan that was presented to us. My perspective on what I’ve heard is that the plan as presented by the applicant has portions
we are unwilling to recommend to the Governing Body for approval. That should drive your recommendation to the plan. The motion could be either a recommendation for the plan to be approved or denied in total.

Comm. Hoyt: As we either deny or endorse the proposal in its entirety, does there not need to be some reference to those other votes we just took?

Chairman Elkins: Those are in our record. We’ve got to do one or the other.

A motion to recommend denial of CASE 04-20 – 135 STREET AND KENNETH – MIXED USE AND MEDIUM DENSITY RESIDENTIAL - Request for approval of a Revised Preliminary Plan, located south of 135th Street and west of Kenneth Road – was made by Hoyt; seconded by McGurren. Motion carried with a unanimous vote of 8-0. For: McGurren, Hunter, Belzer, Hoyt, Coleman, Block, Stevens, and Peterson.

Mr. Petersen: Thank you for your time. That was hard work, and the commentary was rich and will be useful as we move forward.

CASE 06-20 – 2019 ANNUAL UPDATE TO THE CITY OF LEAWOOD COMPREHENSIVE PLAN – Request for approval of the 2019 Comprehensive Plan. PUBLIC HEARING

Staff Presentation: City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 06-20 – Annual Update to the City of Leawood Comprehensive Plan for 2019. As the Planning Commission may remember, there was a work session held on November 12, 2019. At that meeting, staff presented some changes to the Comprehensive Plan Map, and I would like to refresh the Planning Commission on those changes.

(Refers to plan diagrams) The first change to the map was at 9609 Lee Boulevard, which is the Fire Station in North Leawood. The city recently purchased that property to the south, and what the Comprehensive Plan is showing is that land that had previously been purchased to be shown as public use for the future of the area that will soon be redeveloped. The second change that staff made is to a property on 133rd and Mission Road, currently, the location of the Kleinwood building. Previously, it had been shown as mixed use. Being that the property is already developed and has been for several years now, we just want to reflect what is existing on the property, which is office. Also on 135th Street and Kenneth Road, we had redone the alignment of the road per the previous Preliminary Plan that was approved, and now this plan that just went through. We updated the future roads and the road alignment with what was previously approved and the zoning as well. The zoning changed from MX-D to show the current zoning they got approved. On 137th and Kenneth, just east of the development we talked about is a small triangular piece, and it just made more sense as an office use. Another change would be at 151st and Mission Road to update some of the streets that have already been
Councilmembers present: Julie Cain, Chuck Sipple, Jim Rawlings, Mary Larson and James Azeltine.

Councilmembers present via Zoom: Debra Filla, Andrew Osman and Lisa Harrison.

Councilmembers Absent: none

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  
               Patty Bennett, City Attorney  
               Mark Tepesch, Info. Services Specialist III  
               Colin Fitzgerald, Fire Chief  
               Nic Sanders, HR Director  
               Kelly Varner, City Clerk

Staff present via Zoom: Richard Coleman, Planning Director

Others present via Zoom: John Petersen, Polsinelli Law Firm, Rick Lashbrook, Lashbrook Company, 
Mary Tinkler and Scott Keller, KBS III Park Place Village LLC representatives.

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

A motion to approve the amended agenda was made by Councilmember Rawlings, seconded by 
Councilmember Sipple. Motion was approved with a unanimous roll-call vote of 8-0.

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

5. PRESENTATIONS/RECOGNITIONS
8. MAYOR’S REPORT

- Mayor Dunn offered sincere appreciation to Leawood Foundation Chairman Alice Hawk and Foundation Board Members Michelle Dehaemers, Marc Elkins, Ken Selzer, Suzanne Teel, State Farm and Mel Hawk for generously donating an appreciation luncheon for our Leawood Police and Fire Departments, Public Works and Parks and Recreation maintenance personnel. This was a special event held at Ironwoods Lodge. She thanked Parks and Recreation Director Chris Claxton and her team for assisting with the logistics.

- Mayor Dunn offered congratulations to the City of Leawood for national recognition by LendEDU as one of the “most budget friendly cities in the country for renters.” There were over 25,000 American cities in the contest for the ranking, and each was ranked according to its rent-to-income ratio or the proportion of a city’s median household income that goes to annual rent costs, including utilities. The lower percentage is more favorable. Leawood had an average annual rent cost of $19,156 and a median household income of $118,795 for a rent-to-income ratio of 16.13%. It is recommended that rent should cost no more than 30% of a renter’s annual income, so the numbers speak well to Leawood’s proximity to high-paying jobs relative to affordable housing in the area. Leawood’s rent-to-income ratio in the country was No. 149 out of the 25,000, and in the State of Kansas, it was No. 4.

9. COUNCILMEMBERS’ REPORT - none

10. CITY ADMINISTRATOR REPORT - none

11. STAFF REPORT - none

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

[From the January 28, 2020 Planning Commission Meeting]

Ordinance approving Planning Commission’s recommendation of denial of request for Revised Preliminary Plan for a Mixed Use and Medium Density Residential Development, located south of 135th Street and west of Kenneth Road (PC Case 04-20)

[ROLL-CALL VOTE] [Continued from May 4, 2020, May 18, 2020, June 1, 2020, June 15, 2020 and July 6, 2020 Governing Body Meetings] (PC)

City Administrator Scott Lambers stated that he had sent an email recapping the conversations between the City and the application’s representative, Mr. Petersen. He indicated they were not able to come to a mutually agreeable solution to the issue; therefore, there is an approved Preliminary Plan that calls for the third lane of 135th Street to be installed and for the power lines to be buried. The Revised Preliminary Plan on the dais removes those stipulations. Any and all conversations with regard to trying to reach a compromise are now off the table. The final communication from the applicant was that the client wished to discuss the issue directly with the Governing Body.

Councilmember Harrison stated that she was under the impression that there would be a work session to learn about finance options available with hopes that some of those options could be used in this case.
Mr. Lambers replied that a work session was scheduled to review the current economic development policies. Each will be reviewed, and he will also identify economic incentives that currently do not have policies, which would include property tax abatement. After that meeting, City Council will give guidance as to next steps. These policies are old, and there may be some desire to modify them to reflect trends in today’s market. That would most likely be included in a subsequent meeting based on guidance offered.

Councilmember Cain asked for clarification of what was tabled and what was being presented currently.

Mr. Lambers confirmed that the proposed changes from the twin villas to the quadplexes was not being considered, and it could be remanded back to the Planning Commission to discuss details.

Mayor Dunn asked for applicant comments.

John Petersen, Polsinelli Law Firm, appeared and reviewed the proposed project. He reviewed that on July 6th, he presented a three-step proposal, covering the villas and the vertical mixed-use building on 135th Street with the parking structure. The cost of $2.1 million would become due when the Mixed-Use Development (MXD) began. He worked with Mr. Lambers and the Finance Department to deliver the other $7.5 million of public streets that would support the villas and, in part, the townhomes. He pointed out that the costs are not necessary to support the project from the perspective of traffic safety, capacity, ingress, and egress. He felt that it was more necessary for the City at large. He pointed out what he felt to be two fundamental influencers on consideration of the proposal, including the applicant’s initial agreement to do the $2.1 million in improvements. He pointed out that these issues were always points of contention for the applicant, but it became a condition for approval. The idea was put in the infrastructure and then find a mixed-use multi-family developer that has done vertical development, sell the property and get an immediate return on investment. Many developers in the area who have done vertical development entered into discussions but could not get rates high enough to build parking and also take on costs. Other developers were consulted, but they requested land in the deal, which changed the look of the financing. The other influencer was that the developer could lower the price on the land. The landowner has contributed to the costs of public improvements, and the land is also a lower value than it would be if it were in a different location. He pointed out that he would like to go back to the Planning Commission to get the townhome concept in place. There is consensus on Special Benefit District (SBD) financing for the roads that have to be done to support the villas and townhomes at $7.5 million, which is about 16% of the cost. The developer then offered $700,000 toward the $2.1 million, which included higher equity and lower land costs. In discussions with Mr. Lambers, the $700,000 contribution needed to be increased to $1.1 million. He asked for the City to invest in the project to help make up the difference between the $700,000 and $1.1 million. He stated that private capital invested in the project will be $109 million with property taxes of $22,106.10 split between all the different tax jurisdictions. The City’s share of the yearly property tax off the site today is $165,62. With the completed project, the yearly property tax paid is projected to be $1.59 million per year with the City’s share being $310,963 per year. Ten-year projections are $106,000 for vacant ground. City of Leawood would collect $828,10; completed project would product $16,724,000. City of Leawood would collect $3,253,000. Nearly half of the $16 million would go to schools. The day the building permit is pulled, the City receives $1.1 million for the 135th Street Corridor Impact Fee.

He requested Industrial Revenue Bonds (IRB), which the Kansas Department of Revenue states are the most popular and cost-effective methods of financing. They include the benefit of exemption for labor and materials purchased as part of construction. He estimated that the tax exemption would impact
The next regular meeting of the Leawood Governing Body will be Monday, August 3, 2020.

Leawood by approximately $100,000. The balance of the benefit comes from the state not collecting sales tax. He pointed out MXD developments in other cities have all been built with incentives and sales tax exemptions. He addressed the concept of precedent by suggesting developing a policy that incents targeted projects that pay for improvements that affect the City and that allows for consideration on a case-by-case basis. He asked to take the townhome concept back the Planning Commission for review and direct staff to prepare a development agreement to address the benefit district financing, sales tax exemption, and contractual obligations of the Impact Fees.

Mayor Dunn asked what the duration would be for the IRB.

Mr. Petersen replied that to get an exemption, the property has to be momentarily owned by the City through a lease and a lease back. Once building materials are purchased, the bonds are retired.

Mr. Lambers stated that the City went through the Capital Improvement District (CID) process carefully to establish the policy itself. As part of that, the road work was considered. What was agreed upon was that the applicant would need a Preliminary Plan and Rezoning if necessary. Once those were approved, the applicant would file a Final Plan and a plan for financial incentives. Right now, this conversation is not correct procedurally. If the applicant would like to return to the Planning Commission to discuss the quadplexes, it would be appropriate. The conversation about IRB needs to happen with City Council. Stipulations need to be considered the responsibility of the developer and would remain in place. If the City provides financing for any part of the project, it would occur in the second phase. In terms of IRBs, there are a few problems. The applicant has to own 80% of the building, which is not Mr. Lashbrook’s intent. IRBs are intended to create jobs, which would be the secondary benefit to granting any financial incentives. Leawood also does not allow IRBs for single buildings. The stipulations would need to remain with the plan. City Council would add them to the plan and then remand it to the Planning Commission, then it would come back, all of which maintains the integrity of the planning process.

Mayor Dunn confirmed it would still be a Revised Preliminary Plan and that the incentive conversation would occur during the Final Plan.

Mr. Lambers affirmed that the Final Plan comes under consideration at the same time as consideration of financial incentives.

Councilmember Sipple asked who would amortize the SBD debt being used as payment for the internal streets.

Mr. Petersen replied that part of it will be laid off on villa owners, but only so much can be handled that way or the lots won’t sell. That is why the SBD is a benefit for only 16% of the cost. The rest will be privately financed debt and equity.

Mr. Lambers stated that the financing discussion is not part of the planning process. The question was not appropriate because it is part of the development agreement.

Mr. Petersen stated that the approach is difficult because a developer must go to the Final Plan stage at $400,000-$500,000 of engineering costs to find out if the deal is feasible.

Mr. Lambers replied that Mr. Petersen agreed to it when it was established as a practice.
Mr. Petersen stated that he understood the difference between zoning and land use review and approval. He asked why an investment package couldn’t be considered.

Mayor Dunn pointed out that financing was discussed in the last meeting; it is the suggestion of the IRB that conflicts with the planning process.

Mr. Lambers reiterated that the Preliminary Plan is supposed to give a good perspective of what will be built. When the application for Final Plan and the financial requests are considered, they match up with one another. He expressed concern about the statement that the Preliminary Plan was subject to changed due to the developer’s wishes. The idea is that negotiations occur during Preliminary Plan consideration, and the Final Plan should be substantially compliant with the Preliminary Plan. He asked that the project be remanded back to the Planning Commission for review of the quadplexes, at which time it can return for Governing Body consideration. After that is approved, financing can be discussed. The body likes the plan; the only objection is about the financing. He suggested that Mr. Petersen should review the December 3, 2019 City Council minutes, where the power lines and the third lane were not part of the objections and that Mr. Petersen extolled the virtue of the third lane and burying the power lines being part of the Certificate of Occupancy for the first villa.

Mr. Petersen stated that Leawood has a planning document that speaks to many financing issues. He asked to reduce the stipulations to a maximum contribution on the stipulations that speak to burying power lines of $1.1 million.

Mr. Lambers asked what his estimate of the sales tax exemption savings to the developer was.

Mr. Petersen replied that it is between $1 and $1.3 million, but there are other costs.

Mr. Lambers asked about the difference of $200,000.

Mr. Petersen replied that it accounts for bond fees. He stated that it is a $32 million building with approximately 40-50% being building materials.

Mr. Lambers asked if the developer would give $1.1 million and receive $1.2 million.

Mr. Petersen stated that there are other calculations.

Councilmember Azeltine was in favor of remanding the issue back to the Planning Commission but wanted to add in stipulations regarding road improvements. He stated that it seemed that the developer wanted to do the residential portion and then would seek the IRB at the time the MXD portion begins.

Mr. Petersen replied that was correct.

Councilmember Azeltine expressed concern because if the MXD portion is not completed, the street improvements are also on hold. Because an IRB has never been done in Leawood, it will require a deep conversation. The discussion of financing will be concurrent with the Final Plan discussion, as it has been in the past with other financing vehicles.
Mr. Petersen stated that the payment for the third lane and/or power lines tied to the commercial development was at the suggestion of staff as an offer of negotiation and probably the only practical way to do it.

Mr. Lambers disagreed and said that there was not a statement about when the payment would be due; it was an Impact Fee for the entire project. He was willing to consider two payments: one at the beginning and another later in the process. His proposal was two payments totaling $600,000 for streets and $500,000 for burying power lines and included the developer making a payment related to the project and not going toward anything else.

Mr. Petersen asked when the payments would occur.

Mr. Lambers replied that one would be at the time of the first Certificate of Occupancy, and the other would be at the time of Certificate of Occupancy for the MXD building.

Mr. Petersen replied that he misunderstood the communication about the matter.

Mr. Lambers replied that it could still be discussed at the appropriate time.

Councilmember Azeltine pointed out that the proposal reduces the City’s risk.

Mr. Lambers reiterated that it would be part of the development agreement, along with the SBD and everything else. Another part of the discussion was using temporary financing.

Councilmember Harrison thanked Mr. Petersen for sharing property tax numbers. She asked who paid for the streets when JC Nichols built Waterford.

Mr. Petersen replied that there was probably not a collector street but that the developer probably didn’t pay anything for Mission Road, which was left unimproved even though it was most likely on the Capital Improvement Plan to be widened at some point.

Councilmember Harrison asked if the developer traditionally pays for the internal streets.

Mr. Petersen confirmed that is the case, and it is what the developer is planning for the current proposal.

Councilmember Harrison asked if that was the $7.5 million.

Mr. Petersen replied that it is part of the $7.5 million because 137th Street is included as well.

Councilmember Harrison asked if there was only one mixed-use building and which one it was on the plan.

Mr. Petersen replied that Buildings A, B, C, and D are MXD.

Councilmember Harrison asked if the remainder of the financing would come to the City when Buildings A, B, C, and D begin construction.

Mr. Petersen confirmed that it would.
Councilmember Osman stated that Mr. Petersen did a good job of explaining the points that a developer goes through and some of the financial ramifications for both the developer and the City; however, he thought the efforts to compromise were in good faith, but it is a difficult process. An IRB is a new tool, so the understanding is new as well. He agreed that the plan should be remanded to the Planning Commission and that the Councilmembers could learn more about the tools before discussing a policy that includes them. He understood that time could be an issue, but he felt it was important to allow the Councilmembers to fully understand the new financing option.

Councilmember Filla asked if there was a commitment to if/when the mixed-use development would occur.

Mr. Petersen replied that the market would decide that, but if it’s not built, there is no incentive.

Councilmember Filla asked if the villas would be in the $700,000-$750,000 range.

Mr. Petersen replied that it was more like $600,000-$650,000, and the townhomes are in the $450,000 range.

Councilmember Filla stated that she didn’t remember a presentation where sales tax and revenue that came to the City and schools served as justification for the development. She didn’t remember using SBD for streets, either. The IRB and tax abatement are new. She wondered if, because of all the compromising and subsidizing, is it not the right time for the development. She expressed concern about office use in the future and that the housing market price that Leawood needs is lower than that. She did not like the idea of a tax abatement or SBD fees passed on to homeowners. She stated that the pandemic has the potential to change how people live, how people drive, and where people work.

Councilmember Cain stated that the project was fully supported with an override of the Planning Commission and staff recommendations. She didn’t know if the Planning Commission could approve the project if it goes back if something contradicts the LDO. She also talked about utilizing the IRB and how the developer gets back the $1.1 million but the City does not get anything back. She encouraged considering employing the IRB on the entire amount and dividing the responsibility for the remainder of the funding between the developer and the City. She expressed frustration with the project being approved based on the developer’s agreement to stipulations but then the developer now changing their position. She still supports the development.

Mayor Dunn stated that the Planning Commission’s last denial had no objection to the proposed phasing, and neither is the Governing Body. They got into deep discussion about who would pay for the signal, the third lane, and the burial of the power lines. They knew it was not their charge to decide, so they split the requests into four parts and voted on individual motions. The overall motion was to deny. She assumed the finance discussions would not occur with a remand, but she didn’t know for sure. She asked Mr. Lambers if the phasing needed to be discussed with the stipulations being added back in.

Mr. Lambers replied that it did not need to be done, as the applicant would come with a proposal. He felt it was important to distinguish between a stipulation that costs the developer versus financial incentives from the Governing Body; the Planning Commission has no role in that.

Mayor Dunn stated that everyone is fine with the phasing.
A motion to remand Case 04-2020 – 135th Street and Kenneth Road – Mixed Use Medium Density Residential – Request for approval of a Revised Preliminary Plan – with the addition of Stipulations dealing with public improvements to 135th and Kenneth and the burying of power lines back to the Planning Commission was made by Councilmember Azeltine.

Ms. Bennett pointed out that the stipulations are still included.

Mr. Lambers stated that the application was revised to remove the stipulations.

Mr. Petersen stated that he asked for them to be removed but that the application was not made regarding that. He stated that he asked the Planning Commission to modify the stipulations that dealt with financing.

Councilmember Azeltine stated that it includes Impact Fees and the improvements to 135th Street.

Councilmember Cain points out that the applicant asks for the change in the approved Preliminary Plan to delete Stipulation No. 4.

Mayor Dunn pointed out that the townhomes were not part of either one.

Councilmember Azeltine stated that the same application that the Planning Commission denied is remanded back.

Mayor Dunn stated that it now includes the townhome discussion.

Ms. Bennett stated that it should be remanded to consider the townhomes, phasing, and perhaps ask for a partial approval that addresses phasing and townhomes while denying the parts of the application that deal with the streets and power lines.

Mayor Dunn stated that planning staff needs to look at the townhomes.

Mr. Lambers stated that it should be able to be remanded to the August meeting, and it would come back to City Council the second meeting of September.

The motion to remand was amended to include the phasing and the townhomes by Councilmember Azeltine, seconded by Councilmember Filla.

Councilmember Cain asked if the entire proposal, including the desire to delete stipulations, would be remanded.

Councilmember Azeltine pointed out it is just their desire and that the stipulations are still included.

Mayor Dunn stated that a denied Preliminary Plan that has been modified is what is being remanded. She asked if it requires a simple majority if it is denied a second time.

Mr. Lambers replied that anything that comes back requires a simple majority and that the argument is that the change is not substantial, which is why it can be remanded.
Councilmember Cain replied that the case hasn’t been reviewed since January.

Ms. Bennett pointed out that they will have minutes to review, which will make clear that they are not being asked to reconsider their decision based on the stipulations for the road construction and the burying of the power lines; rather, they are being asked to consider the phasing and the townhomes.

Mayor Dunn suggested that Ms. Bennett attend the Planning Commission meeting. She asked for additional discussion.

**Motion was approved with a unanimous roll-call vote of 8-0.**

**13. OLD BUSINESS**

Ordinance amending Chapter 14, Article 5 of the Code of the City of Leawood, 2000, by adding a new Section 14-501a entitled “Towing of Vehicles from Private Property [non-city initiated]” and repealing other sections in conflict herewith [ROLL-CALL VOTE] [Continued from March 2, 2020, March 16, 2020 and May 4, 2020 Governing Body Meetings]

Ms. Bennett stated that the last presentation of this ordinance amendment was pre-pandemic when everything was different. Mr. Leibold, an attorney from Lawrence, appeared in front of this body. Certain tow operators asked us to pass this because under state statute, they can only have liens against vehicles towed from private property if they are towed in accordance with provisions of either a county resolution or a city ordinance. There were a few concerns, one of which was answered by the ordinance itself. The other prompted a revision: if there is a disabled vehicle on private property, the entire development does not need to be posted in order to tow, but the car can be stickered with a tow warning. The ordinance provides that when a car is towed, the Police Department will be notified with the car’s location. There are no changes from what was presented in March. Mr. Leibold is fine with it as is. He did not wish to participate tonight.

Councilmember Azeltine stated that Subsection 3 was modified to address the issue of the disabled car in a lot and allows the property owner to affix a written notice to the car. He asked if that was standard in other places. He wondered about the potential for shenanigans.

Ms. Bennett replied that it could occur, but the owner is supposed to mark on the notice when it was posted. If it came to court, they would need to testify that they put the placard on the car.

Councilmember Azeltine asked if the Police Department would have any involvement.

Ms. Bennett confirmed they would not sticker the car on private property.

Councilmember Sipple asked how many times in a given year this situation would come into effect.

Ms. Bennett replied that the City has never governed private tows and has no count. Currently, private tows can occur; they just don’t have to notify the City when they do it. This will help if someone thinks a car has been stolen when it actually has been towed.
CALL TO ORDER/ROLL CALL: McGurren, Coleman, Block, Stevens, Hunter, Belzer, Hoyt, Peterson, Elkins.

Chairman Elkins: I’d take a motion to suspend the rules of the Planning Commission as they relate to the presence of a quorum and to the participation of commissioners by teleconference as well as witness presentation of testimony by teleconference.

APPROVAL TO SUSPEND CERTAIN RULES OF PLANNING COMMISSION DUE TO PANDEMIC:

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

MEETING STATEMENT:

Chairman Elkins: 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. The public is strongly encouraged to access this meeting electronically; however, if you wish to comment on a public hearing item, please contact the Community Development Department to make arrangements. I have a list of those who have already indicated a desire to make statements tonight.

Electronic copies of tonight’s agenda are available on the City’s website at www.Leawood.org under Government / Planning Commission / Agendas & 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: Does anyone wish to hear a presentation from either staff or the applicant? If not, I would entertain a motion.

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

NEW BUSINESS:
CASE 04-20 – 135 STREET AND KENNETH – MIXED USE AND MEDIUM DENSITY RESIDENTIAL - Request for approval of a Revised Preliminary Plan, located south of 135th Street and west of Kenneth Road. PUBLIC HEARING

Chairman Elkins: Before staff’s presentation, Commissioner Peterson, do you have a comment?

Comm. Peterson: My comment is related more so to Case 49-20, but it is related to this. I want to make sure staff and the members of the public are aware that I received in the mail an Interact Notice on June 8th, which was to be held on June 10th. Not having ever attended an Interact Meeting before in my life, I was very curious to listen in, but primarily, I was most interested to see how it was being conducted using Zoom. I listened to the entire presentation. I was connected the whole time, but unfortunately, half the time, my audio did not work, so I could not hear most of what was being said. I was surprised that it appears, out of all the attendees, the majority attended by technology. It impressed me that this probably will be much more useful going forward to increase the attendance of residents.

Chairman Elkins: Thank you, and for clarity for the sake of the record, do I understand that the Interact Meeting you observed was for Case 49-20 and not 4-20?

Comm. Stevens: Correct.

Staff Presentation:
City Planner Ricky Sanchez made the following presentation:

Chairman Elkins: I would ask that you provide clarity on exactly what it is that we’re considering tonight. I felt there was some ambiguity on the information we received on the record from the Governing Body, and I think perhaps there were changes to the plan after Governing Body considered it.

Mr. Sanchez: This is Case 04-20 – 135th Street and Kenneth Road – request for approval of a Revised Preliminary Plan and Revised Preliminary Plat. Before we get to the case, staff would like to make some changes to the Staff Report. On Page 5, under the Site Plan comments, instead of 25% for the deviation given for the Floor Area Ratio (F.A.R.) for the development and should actually be 55%. Also, the 182 residential units should be
183 residential units. Finally, on Page 9, under Staff Recommendations, within the first stipulation, it should be 55%.

To give the Planning Commission a little background, this project was heard by the Planning Commission on January 28, 2020. It was denied that night and then moved on to Governing Body. The applicant worked with staff a little bit regarding the financing, which was the main point of the meeting for the burial of power lines and 135th Street work. They were heard by Governing Body on July 20, 2020. At that meeting, the applicant showed a revised plan to the Governing Body, which they deemed should go back to staff. It was remanded at that meeting to go to the Planning Commission for the townhouse portion. After review by staff, it was deemed that it was a substantial change to the development. Per the Leawood Development Ordinance (LDO), if there is a density increase of over 5%, it is a substantial change to the plan. That means the project must go through the planning process, including Interact Meeting and mailers. After telling the applicant that was the case, they then made additional changes to the mixed-use portion of the development, all on the west side of High Drive. That is what we are reviewing tonight. I’ll go through all the changes, but we are reviewing the whole project again.

Chairman Elkins: So, technically speaking, under the LDO, this is not on remand from Governing Body; this is a new review of a modified proposed plan.

Mr. Sanchez: Correct. I would like to show some visuals. I’ll highlight the areas that stayed the same. These include the residential areas on the south side of 137th Street, the mixed-use area east of High Drive, the square footage within the Mixed-Use Development (MX-D), the locations of the public streets, including the 137th Street connection to Chadwick, and the community area in Phase 2. The areas that changed include the northern portion of the RP-3 north of 137th Street, which went from 18 duplexes to 15 townhouses with a total of 59 units. It is a gated area with a centralized park and driveways that wrap around the townhouses to allow parking in the back. Other changes include the western portion of the proposed High Drive, changing from four to three buildings with a rearrangement of square footage. There is now a covered parking area with a pool deck on top. The tallest building increased in height from 71 feet to 75 feet. The site design changes, but the square footage stayed the same, as did the density in the mixed-use portion. Because the road changed from public to private, the plat was changed. The project is still proposing changes to the phasing, as they did before. Previously, the whole RP-3 area was the first phase. The second phase was the western portion of the mixed-use. The third phase was the eastern portion of the mixed-use. Again, they are proposing the same phasing with the first phase being the residential area south of 137th Street. The second phase would be the community area south of 137th Street. The third phase would be the duplex area north of 137th Street. The fourth phase would be the mixed-use area west of High Drive. The final phase would be the mixed-use area east of High Drive. Staff is not supportive of the gated entry to the townhomes on the north side of 137th Street. The Comprehensive Plan states, “To ensure residential growth patterns result in neighborhoods that have their own sense of place, yet are closely linked to the community as a whole,” with a directive that states, “Additional gated communities will not be allowed within the City of Leawood in order to promote a
sense of community.” Although the application meets all the requirements per the LDO, staff recommends denial of Case 04-20 because the applicant does not comply with the 135th Street Community Plan. I am happy to answer any questions.

Chairman Elkins: Thank you. Questions for Mr. Sanchez?

Comm. Hoyt: Just circling back, I want to make sure I’m 100% clear. On the last page of the City Council minutes, Ms. Bennett says that it will be clear when we read the minutes that we are not being asked to reconsider our decision based on stipulations for road construction and burying of power lines, but only the phasing and the townhomes. Is that correct?

Mr. Sanchez: Because the whole development ended up changing, we are looking at the townhomes and the mixed-use portion. With regard to funding, the Governing Body made it clear that it is done at the time of Final Plan consideration. Staff kept stipulations with regard to financing in the Staff Report, and it will come up at Final Plan.

Comm. Hoyt: So, basically, we should ignore that directive, then.

Mr. Sanchez: I believe so.

Chairman Elkins: I think the circumstances changed after the City Council meeting. This is as if we were looking at it for the first time. It’s not to say that we shouldn’t consider comments we made the last time, but from a procedural standpoint, we are effectively starting over from scratch.

Comm. Stevens: I do see another change. Under Staff Comments on Page 9, the first bullet was meant to stipulate about the gated communities not being allowed. It is actually Stipulation No. 9 instead of No. 8. I also have another comment from the history. In previous applications, there was also a Special Use Permit (SUP), and those were Stipulation Nos. 10 and 11. They dealt with the assisted living facility needing an SUP. None of that appears again in tonight’s application.

Mr. Sanchez: The application is only for a Revised Preliminary Plan and Revised Preliminary Plat. The SUP still carries forward as its own separate thing. It could have come in as a separate application without a plan or anything. The SUP is just for the use, so it is not a part of this.

Comm. Stevens: From the prior approvals.

Mr. Sanchez: Correct.

Comm. Stevens: Under Bulk Regulations, there is a comment about the minimum residential units, quantity, and percentages required. It is noted that it is not provided, and it is acknowledged by the applicant. Would this be required prior to Final Plan?
Mr. Sanchez: Normally, during the preliminary phases, the applicant may not know the exact square footage of things; they just use an estimate. They should know approximately so they can avoid the 5% change. Sometimes, they don’t have the floor areas done. We want to make the applicant aware that these are the boundaries they have to fit in: 980 square feet for 80% and 700 square feet for everything else for the rest of the 20%. We want to make them aware as soon as we can so they’re not coming in with a Preliminary Plan that will automatically not be met at the time of Final Plan consideration.

Comm. Stevens: I noticed that staff notes that the traffic study done in March, 2019 had been approved but is part of the Public Works review. I noticed there’s a request that the recent changes of this development require the traffic report to be updated. Is that correct, or should that actually be a stipulation? Is that included by reference of Public Works?

Mr. Scovill: That is included by reference that they update the traffic study to accommodate additional density in Phase Three.

Comm. McGurren: Is it fair to say that staff is continuing to work with the applicant regarding places where they are not in compliance?

Mr. Sanchez: The applicant has submitted this, and they want to see where it will fall. This may be a better question for the applicant.

Comm. Coleman: Just to confirm, north of 137th Street is considered MX-D?

Mr. Sanchez: The way the zoning works for this development, everything north of the red line is MX-D. The small portion here (refers to plan) is RP-3.

Comm. Coleman: Which is medium density?

Mr. Sanchez: Correct.

Comm. Coleman: Can you point out the gated area?

Mr. Sanchez: There is only one entry into the northern part.

Comm. Block: Help me understand private streets and why a developer would want to do that.

Mr. Sanchez: Private streets are not maintained by the city; they are maintained by the HOA or whatever body is created to maintain it. There are things they can and cannot do within the LDO. They still have to meet city standards for road construction. They don’t have to meet interior setbacks. There are some gives and takes to having a private street.

Comm. Block: We spent a lot of time the last time we considered this on new turn lanes and what would happen on 135th Street. I didn’t see any of that in this.
Mr. Sanchez: All of that has stayed the same from what was previously shown.

Comm. Block: I understand the splitting of costs was talked about in the Governing Body discussion. Is there an agreement on any of that?

Mr. Sanchez: That may be a better question for the applicant.

Comm. Hoyt: As a point of clarification, on Page 9, it lists three primary objections that staff has to the plan. Is that a correct assumption that these are the three main sticking points, or are there other points that ought to be included?

Mr. Sanchez: The private drive into the new RP-3 portion of the development is a sticking point. One of the big changes that occurred between the previous proposal and this one was all talked about during Governing Body consideration. The previous application asked for changes to the stipulations and phasing. They still want changes to the phasing; however, they understand that the stipulations coincide with the financing at this point. Those remain in the Staff Report. Those were the main contentious points of the previous application; we just moved it along to this one. We are all in agreement that it will have to be discussed with Governing Body at the time of Final Plan consideration.

Comm. Hoyt: You’re saying phasing and financing are along for general information, but we shouldn’t necessarily be focusing on them tonight?

Mr. Sanchez: I believe so. Phasing is still a part of this application; however, the applicant may be able to tell you a bit more about the financing part of it and if they would like for the stipulations to be removed. Staff included them to keep the staff’s position forward, as we would like for those to still be followed.

Comm. Hoyt: So, the gated entryway, improvements in public utilities, street construction, and private street issue are critical pieces that are disagreed upon; is that correct?

Mr. Sanchez: The private street is not as critical. We do allow private streets within the City of Leawood; we just want the applicant to be aware of the requirement to meet LDO’s Section 16-8-3.2, which refers to all the regulations that go into a private street.

Comm. Hoyt: So, gated entry, improvements in public utilities, and street construction are the big points.

Mr. Sanchez: Correct.

Chairman Elkins: With fairness, the applicant may have a different view of things. That is staff’s perspective.

Mr. Sanchez: Correct.
Comm. McGurren: Is the side setback deviation a concern, also?

Mr. Sanchez: That was an additional deviation completed with this application. Since this is a renewed Preliminary Plan, those deviations have to be approved again.

Chairman Elkins: For clarity, we are starting over again. Nothing has been approved.

Comm. McGurren: With the height of the building going from 71 to 75 feet, what are staff’s thoughts?

Mr. Sanchez: Within the MX-D, 90 feet heights are allowed. They fall well below the requirement, so staff is fine with it.

Chairman Elkins: Has the phasing changed from the prior plan?

Mr. Sanchez: It has not changed. They are going from three to five phases. It is the same phasing plan we saw when this case came previously. The first phase was all of the RP-3 portion; the second was the MX-D on the western portion of High Drive; the third phase was the MX-D on the eastern portion of High Drive. When we heard this case in January, part of the application was to change the phasing. That is now carried over again. We heard the phasing changes in January, and we are now hearing them again.

Chairman Elkins: And there is no change from what the applicant proposed in January?

Mr. Sanchez: Correct.

Comm. Coleman: Going back to the gated communities, the 2019 update to the Comprehensive Plan states that additional gated communities will not be allowed within Leawood. Does anyone remember the last gated community that was approved?

Mr. Sanchez: I don’t know that. Richard Coleman may be able to answer better.

Mr. Coleman: The last gated community was Milano, and that was due to a lawsuit filed that required the city to allow it. It was basically because they had a vested interest from a zoning many years prior.

Comm. Coleman: How many gated communities would you say there are in Leawood?

Mr. Coleman: There were probably three that had gates. Some of them now are permanently left open and are actually not gated. There’s one right by City Hall and one in Hallbrook that is permanently left open.

Chairman Elkins: Are there any other questions for staff? If not, we’ll hear from the applicant.
Applicant Presentation:
John Petersen, Polsinelli Law Firm, 6201 College Boulevard, appeared before the Planning Commission and made the following comments:

Mr. Petersen: I have the privilege of appearing on behalf of Leawood 135, LLC, who is the proposed developer for this project. Rick Lashbrook, principle with Leawood 135, is with us online and can answer questions. I’m going to take the lead and reset the conversation just a bit about this project. I will attempt to not sound like a lawyer but state for the record that I disagree a bit with the procedural position we’re in. This is a remand, in my opinion, from Governing Body. I don’t think it makes any difference in terms of the decisions we make this evening, but I will say that Commissioner Hoyt nailed it with message we left City Council with that evening. One other thing I want to say to clean the atmosphere in terms of compliance with the LDO is we are in 100% compliance for each phase of this project, save the issue of the gating of the driveway into our townhomes.

As you recall, we brought through the plan that is in front of you on the screen right now. It was ultimately approved on December 3, 2018. The city then modified the Master Plan in 2019, reflecting what you have before you. As we can see, it was the continuation and full completion of 137th Street of Kenneth Road to its current terminus the west, the construction of the public streets of High Drive, entering off 135th Street, the cul de sac supporting the villas south of 137th, and the pod of villa product to the northwest portion of the site. The frontage along 135th was bifurcated west and east of the High Drive entrance. The left piece is the piece that Mr. Lashbrook will ultimately develop; the right piece will be developed by the Regnier group. It was all approved at the same time. I want to draw a distinction because that plan spoke to phasing. Staff walked through it accurately. At that time, we had three phases. The first phase included the villas, 137th Street, supporting cul de sacs, the entrance off 135th and High Drive, and the deceleration lanes required on 135th Street to access the right turn down High Drive to the south. Our amenity area for the villa concept was Phase Two, and then the mixed-use portion was Phase Three. That’s the phasing concept. We changed a little bit and now have five phases. Just because they’re numbered differently, it doesn’t meant that we’re required by approval or by the LDO to start with the one that we call Phase One. It is merely just the game plan, but it is not restrictive. There’s another concept of phasing that comes into play when we start talking about financing. For the most part, we’re not going to talk a lot about the financing tonight. It was the financing of 135th Street with an additional through lane, burying of the power lines. Those significant costs were causing quite a bit of bumpiness in the road. There’s a phasing element there, too, because right now, these stipulations say that before we can plat the first villa in the southeast corner of the project and before we can get an occupancy for one villa, we have to build 135th Street and bury all the power lines. That is financial phasing, and that is the part that is still unresolved. We’re trying to work out those issues as we attempt to work out a financing plan for certain public improvements. I don’t want to speak for staff, but I think there’s a recognition that 135th Street wouldn’t have to be widened if we’re just doing the villa project. That really goes back to Commissioner Hoyt’s position. This plan was approved. Rick and his development team started looking at how to implement this. We started bumping in to those extraordinary costs of $1.8 million. We filed a Revised Plan
because we had to change proposed stipulations. That’s what we brought to you last time on the back of this exact plan. It went to City Council saying that we had to pay $1.8 million in accordance with what was originally proposed. As we worked with the financial staff, we tried to find common ground to address finances and financial phasing issues. While we did that, Rick kept trying to make the product better, interjecting a new living component to the community. That’s when the townhome concept was brought in, and it brought in some more units. As we talked with staff about the financial issues, the team started to design and took a very good product and took it to a higher level. We showed City Council and discussed the financing issues. We diverted off because there was a work session that is somewhat related. In the meantime, they asked for this body to look at the townhome concept and the new reconfiguration of the MX-D because they wanted input in terms of land-planning issues. That is the reason we’re back. Whether it’s a new application or remand, I would have a conversation about it if it ever becomes important in terms of ramifications. For now, I don’t think it matters.

Our new proposal is identical from 137th Street south. There was reference about moving 137th Street farther north, which I think was leftover from last time; we already moved it north. Everything is exactly as it was approved. What is changed is the townhome concept, and we really made the mixed-use multi-family over commercial area better. It went from four buildings to three. The multi-family is on the hard corner of 135th and High Drive, and it is really state-of-the-art with structured parking, the mixed-use element you’re looking for, and increased amenities. They were back and forth on trying to get traction in the market by taking it to a lower price point, but it was decided to take it up. We are excited about the townhome villas. It is a sought-after option for those moving out of the big homes and want to move to a maintenance-provided community with a little less square footage. Maybe they’re not quite yet ready to move into the multi-family for-rent product like in the MX-D. These are projected to be 2,000-2,400 square feet. They sell for about $500,000 a unit. This is not necessarily trying to really push a price point out of what we have in the rest of the area. It brings a new living concept into the area as a go-between from the villa to the true for-rent multi-family living over some commercial activity. The heights went from a mixture of a four-story split concept to five stories with covered parking and a pool on the deck. We added another unit for a total of 183. When we get to Final Plan, we’ll scale our floor plan to make sure we meet the minimum requirements of the LDO. That could change a little bit.

As staff has indicated, the increase in density is not a relevant factor. In terms of the RP-3 plan north of 137th, there are 15 buildings with 59 units, which is a slight increase from 3.07 units per acre to 3.68. There’s an architectural theme with a dense multi-family piece tied in with some of the same materials and different architectural vocabulary. This is the plan we’d like you to consider approving. We’re in compliance with the LDO. We have one deviation in there, which was the side yard on the villa product. We had that before, so we’re asking for that to be approved. What is not approved and what is not resolved is the 135th Street expansion today, burying of power lines today, breaking up the median today, signalization today, and responsibility of the property owner toward those costs.

I’m going to make a suggestion. We have Stipulation No. 1A in our package, and staff corrected it, so we don’t need to talk about it. Stipulation No. 9 speaks to the gated community. We ask to delete this stipulation. It’s not an LDO requirement; it’s a Master
Plan element that speaks to not wanting a lot of gated communities because it goes against the feeling of openness. We understand that, and it makes sense with single-family neighborhoods. I would suggest in the application we’re proposing here, which is really multi-family living, it is one gradation from the multi-family that will be directly to the north, which is a gated community as well. It is designed for individuals that want a sense of security, and that is the reason we think it makes sense and not totally violative of the concept of the Master Plan. We think this will make it a better, more attractive project.

I’d like to talk about the Public Works memo, which is in Stipulation No. 19. It has a number of conditions in and of itself. You are not going to make a decision to recommend to Governing Body to build 135th Street today or bury power lines today. City Council has clearly indicated that is their decision. I would merely ask that the stipulations that speak to that and the Public Works memo that speak to those issues, along with the phasing issues, merely be stipulations left in place, but I would be hopeful that if you like our new plan from a planning standpoint, you would support the project and recommend approval, deferring to Governing Body about the decisions related to burying power lines and the Public Works memo. The other option is to approve it, subject to the stipulations staff has offered. Stipulation No. 7 calls for burying the power lines on day one. No. 9 says that we can’t have the gate. The rest, we accept. The Public Works stipulations call for building 135th Street in its entirety, burying power lines, and the phasing. With that, we would stand for questions.

Chairman Elkins: The parts that are now in orange on the plan are the townhomes, correct?

Mr. Petersen: Yes, sir.

Chairman Elkins: The multi-tenant units are above the MX-D section?

Mr. Petersen: Correct.

Chairman Elkins: Then, the buildings in the lower righthand corner are all the villas?

Mr. Petersen: Yes.

Chairman Elkins: Is the upper righthand corner the assisted living facility?

Mr. Petersen: The purple is the assisted living, and the blue buildings are a variety of different styles of commercial utilization. Those will be developed by Mr. Regnier. We haven’t touched that component of the project.

Chairman Elkins: Thank you. Questions for Mr. Petersen?

Comm. Belzer: Can you talk me through the townhomes a bit more? How many are in each building? How many families would be in each?
Mr. Petersen: Four families and one with three.

Comm. Belzer: Is each entrance separate?

Mr. Petersen: Each unit has its own front door. The parking garage is in the rear. It’s a bit of a Georgetown concept of row homes with a bit of a community out front. It is quite similar to the townhome concept on the lake at Mission Farms. Those are gated, by the way, and happen to be for rent. These will be for sale.

Comm. Belzer: I really like the improvements you made to the MX-D buildings in the front. I really like the improvements in the townhome concept that has been created.

Comm. Hoyt: Just so I’m clear on what everybody’s position is here, I seem to have understood you saying that even though you’ve had issues with the handful of stipulations you bracketed, including the prohibition on the gate, it would be a victory for us to approve the plan with the stipulations. Is that correct?

Mr. Petersen: That’s a fair statement. I don’t expect the Planning Commission to solve my funding issue. We’re proud of the plan. I think City Council was interested in the Planning Commission seeing the plan.

Comm. Hoyt: Echoing Commissioner Belzer’s comments, having the townhomes at that price point makes me think of a big work session we had with the Leawood Chamber of Commerce and City Council, where we looked at the need for this price point of housing. That piece seems to be something we’ve been trying to work on.

Comm. McGurren: I, too, am impressed that we have found something that is a possibility that fits within that price range. Is each individual unit two or three stories?

Mr. Petersen: I think they’re two levels.

Comm. McGurren: It appears there are maybe sliding glass doors or maybe windows on a third level. They obviously go vertical and not horizontal.

Mr. Petersen: Yes.

Chairman Elkins: With respect to the Public Works stipulations and the others that do not relate to the gate, what is your ask of us? I’m hearing two different things. I thought I heard you say that you weren’t looking to us to solve the financing problem, and City Council made it clear that it’s their prerogative. On the other hand, in your presentation, you indicated you were looking for relief on those stipulations. Can you tell us more about what you’re asking?

Mr. Petersen: I’m not asking for relief from the Planning Commission on those stipulations.
**Chairman Elkins:** That’s good news. Any other questions? Seeing none, I believe this calls for a Public Hearing. I would note that the Public Hearing is being conducted via Zoom. Prior to the opening of tonight’s meeting, a group of people identified a desire to testify. I have a sequence I’ll use to call on individuals. We will keep a timer for four minutes per presentation.

**Public Hearing**

**Chairman Elkins:** Is there anyone who wishes to be heard on Case 04-20?

**As not one was present to speak, a motion to close the Public Hearing was made by Coleman; seconded by Hoyt. Motion carried with a unanimous roll-call vote of 8-0. For: McGurren, Coleman, Block, Stevens, Hunter, Belzer, Hoyt, Peterson.**

**Chairman Elkins:** That takes us to discussion of Case 04-20.

**Comm. Coleman:** I want to make three points. First, we are starting over with a new proposal and not a remand because of the changes from the duplexes to the townhomes and the percentages. Second, I am definitely in favor of removing the gate from the plan and keeping the stipulation. Third, after looking at staff comments in previous minutes, we have a 135th Street Corridor Plan. When we looked at this originally, we denied it because it didn’t comply with it. City Council approved it after our initial denial, so I’m torn. On one hand, it is a new proposal. It still does not meet the 135th Street Corridor Plan. On the other hand, City Council has already approved this in nature. That’s not really for or against; I just wanted to make it clear. In addition, since we have other proposals tonight, I think this plan, being one of the first on 135th Street, will set precedent with the other projects coming. Again, I’m just giving history with where we are.

**Comm. Block:** I have the same concerns. The 135th Street Community Plan had a lot of work going into it. While components of this plan are nice, it doesn’t fit in that plan. For that reason, it does give me pause.

**Comm. Stevens:** I have similar concerns, but with respect to the changes in the plan, I think the townhome housing and RP-3 north of 137th Street is fine as being a denser topology, even with the increase in density from 36 to 59 units. The proposal for the gated community is a side piece from the rest of the development that was to be mixed-use, both separate in security of that neighborhood, turning its back on the rest further separates the plan from what it could be as being part of that northern development. I think it’s too bad the row houses, which are a nice concept of density housing, don’t have a transition section or an opening up to the north, facing the apartments and retail area. Instead, it’s being closed in, in a separate area, which is not representative of what mixed-use should be. Despite the improvements and change to the townhome area, because of the current plan configuration, I would be voting for denial. The revised phasing was also part of what we are reviewing, and that has come together basically the same with the potential of what might be delayed or not realized in the development, which is a
concern. However, the proposed change in phasing is very similar to what was previously approved, and we’re way down the road on that. I would be in support of that alteration, subject to the various stipulations that relate to the phasing. The phasing plan in the submittal describes the steps with descriptions that aren’t consistent with the stipulations on what gets built and when.

Comm. Hoyt: Could I ask a question of the applicant, even though we’re past that point?

Chairman Elkins: Sure.

Comm. Hoyt: This discussion about consistency with the 135th Street Corridor Plan reminded me of a point I had a question about. In our most recent examination of this report, we spent a fair amount of time talking about the degree to which this plan did or didn’t address the objective of developing neighborhoods with a distinctive sense of place, and that was part of what was missing, in a sense. On Page 8 of the Staff Report, it comes up again. I would love to hear a statement from the applicant on their envisioned sense of place. What would tie the entire development together such that some commissioners who are currently thinking it doesn’t seem as cohesive and integrated as the intent was for MX-D might change their view and think it is the kind of place they would want to live in.

Mr. Petersen: I understand the 135th Street Corridor Plan was the background, but the decision was made ultimately that this would fit with the Master Plan. The Corridor Plan is guidance. The Master Plan is the document within the milieu of zoning. The Master Plan was changed in 2019 to reflect this plan, even though the townhomes are different. Some could say that the 135th Street Corridor Plan was distinctive. There are other ways to be distinctive, and what might be so in one part of Leawood may not in another. We tried to play to a community that likes to be outside, walk, take advantage of the extensive bike/hike trails that we implemented in the first plan, tying into the 137th Street Corridor and tying into our neighborhoods, making sure the trails connected to commercial activity. We see it as a quality housing development with access to the trail system. In the same community with a common architectural feel and common landscaping, there is a place to rent. It is not interspersed like downtown Kansas City. It is not dense with tall office buildings and parking garages. Maybe there are places on the corridor that will support that. I don’t think it will be supported everywhere. I think this is a great piece of the mosaic for the 135th Street Corridor that is distinctive to its quality, design, and the different opportunities it presents for the living public.

Chairman Elkins: Thank you. Other comments?

Comm. Coleman: Is what the City Council passed last year part of the Comprehensive Plan now? Are we splitting hairs with the intent of the 135th Street Corridor?

Mr. Sanchez: The first application was Case 71-18. Back in 2018 was the first time we saw this plan, and it was approved by Governing Body. Staff made updates to the Comprehensive Plan Map to show MX-D on the north side with RP-3 on the south side
for this property. That still stands. Staff’s position is still that it does not meet the overall sense of what the Comprehensive Plan wants for MX-D. We are still opposed to the alignment of 137th Street and the RP-3 portion on the north side of 137th Street. Those are still concerns; however, because it was changed in the Comprehensive Plan Map, we didn’t bring them up.

Chairman Elkins: Additional comments? If not, is there a motion?

A motion to recommend approval of CASE 04-20 – 135 STREET AND KENNETH – MIXED USE AND MEDIUM DENSITY RESIDENTIAL - Request for approval of a Revised Preliminary Plan, located south of 135th Street and west of Kenneth Road – with all staff and Public Works stipulations – was made by Hoyt; seconded by McGurren. Motion carried with a roll-call vote of 6-2. For: McGurren, Coleman, Hunter, Belzer, Hoyt, Peterson. Opposed: Block, Stevens

cfive-minute recess

CASE 49-20 – CAMERON’S COURT – Request for approval of a Rezoning from AG (Agricultural) and SD-O (Planned Office) to RP-2 (Planned Cluster Residential Detached) and MXD (Mixed Use District), Preliminary Plan, and Preliminary Plat, located south of 133rd Street and west of State Line Road. PUBLIC HEARING

Chairman Elkins: I would note for the record the comments Mr. Peterson made regarding the Interact Meeting in June had to do with this case.

Staff Presentation:
City Planner Ricky Sanchez made the following presentation:

Mr. Sanchez: This is Case 49-20 – Cameron’s Court – Request for approval of Rezoning from AG and SD-O to RP-2 and MX-D, Preliminary Plan, and Preliminary Plat. This project is on a total of approximately 116 acres, reaching from Pawnee Lane to State Line Road and 133rd Street to 135th Street. In total, the development will include 66 single-family lots, 662 multi-family units, 444,864 square feet of retail/office space, and 66,472 square feet of a hotel. The project has been broken into different tracts and phases. Staff would like to show a visual (projects on the monitor). The first phase is the RP-2 portion, which is on 133rd Street and Pawnee. The second phase is Tract B, which is proposed to be mixed use. Tract A would be Phase Three, just south of the RP-2 portion, the majority of which is on 135th Street. Phase Four is Tract C and is on State Line Road.

This proposed project does not meet a number of regulations and standards set forth by the LDO, 135th Street Community Plan, and Comprehensive Plan. We’d like to talk about the parking study. Section 16-4-5.4a of the LDO allows for a parking study to be created and adopted by Governing Body. That then allows for changes in the parking ratio allowed. The study that was submitted to staff was for the development to the south. Staff is not supportive of this, as there are major differences in those developments. Staff would like to see a new parking study done for this development. They are also proposing 1.46 parking spaces per unit within the residential portions of the mixed-use part of the
ORDINANCE NO.-------

ORDINANCE APPROVING A REVISED PRELIMINARY PLAN AND REVISED PRELIMINARY PLAT FOR A MIXED USE AND MEDIUM DENSITY RESIDENTIAL DEVELOPMENT, LOCATED SOUTH OF 135TH STREET AND WEST OF KENNETH ROAD. (PC CASE 04-20)

WHEREAS, the applicant submitted a request for approval of a Revised Preliminary Plan for a mixed use and medium density residential development;

WHEREAS, the Planning Commission reviewed the application on January 29, 2020 and recommended denial;

WHEREAS, the Governing Body considered the application on July 20, 2020, and remanded the case back to the Planning Commission;

WHEREAS, before the remand was heard, the applicant made substantial changes to the plans, and the project was submitted to the Planning Commission for approval of a Revised Preliminary Plan and Revised Preliminary Plat;

WHEREAS the Planning Commission reviewed the revised plans on August 25, 2020 and recommended approval; and

WHEREAS the Governing Body considered the revised plans on September 21, 2020.

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

SECTION 1. APPROVAL OF REVISED PRELIMINARY PLAN GRANTED. Pursuant to Section 16-3-10 of the Leawood Development Ordinance, permission is hereby granted to use the property legally described as follows:

All that part of the Northeast Quarter of Section 34, Township 13 South, Range 25 East, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Description (MXD)
Commencing at the Northwest corner of the Northeast Quarter of said Section 34; thence N 87°21'46" E, along the North line of the Northeast Quarter of said Section 34, a distance of 828.01 feet; thence S 2°38'14" E, a distance of 60.00 feet to a point on the South right-of-way line of 135th Street, as now established, said point also being the point of beginning; thence N 87°21'46" E, along the South right-of-way line of said 135th Street, a distance of 1754.39 feet to a point on the Westerly right-of-way line of Kenneth Road, as now established; thence along the Westerly right-of-way line of said Kenneth Road, for the following three (3) courses; thence S 40°54'08" E, a distance of 49.26 feet; thence S 2°17'37" E, a distance of 431.70 feet; thence Southerly on a curve to the left, said curve being tangent to the last described course and having a radius of 756.20 feet,
an arc distance of 14.19 feet; thence S 87°21'46" W, a distance of 886.72 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 700.00 feet, an arc distance of 401.78 feet; thence continuing Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 1300.00 feet, an arc distance of 72.54 feet; thence N 2°38'14" W, a distance of 457.53 feet; thence S 87°21'46" W, a distance of 285.52 feet to the point of beginning, containing 18.2478 acres, more or less.

Description (RP-3)
Commencing at the Northwest corner of the Northeast Quarter of said Section 34; thence N 87°21'46" E, along the North line of the Northeast Quarter of said Section 34, a distance of 828.01 feet; thence S 2°38'14" E, a distance of 60.00 feet to a point on the South right-of-way line of 135th Street, as now established; thence S 2°17'08" E, a distance of 270.01 feet to the point of beginning; thence continuing Northeasterly on a curve to the right said curve having an initial tangent bearing of N 51°45'20" E and a radius of 1300.00 feet, an arc distance of 352.29 feet; thence N 87°21'46" E, a distance of 352.29 feet; thence S 87°21'46" W, a distance of 457.53 feet; thence S 2°38'14" E, a distance of 232.86 feet to a point on the Westerly right-of-way line of Kenneth Road, as now established; thence Southerly along the Westerly right-of-way line of said Kenneth Road and on a curve to the left, said curve having an initial tangent bearing of S 3°22'10" E and a radius of 756.20 feet, an arc distance of 232.86 feet to a point on the East line of the Northeast Quarter of said Section 34; thence S 2°17'37" E, along the East line of the Northeast Quarter of said Section 34, a distance of 556.45 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 34, said point also being the Northeast plat corner of LEAWOOD FALLS, FIRST PLAT, a platted subdivision of land in the City of Leawood, Johnson County, Kansas; thence S 87°25'56" W, along the North plat line of said LEAWOOD FALLS, FIRST PLAT and the North plat lines of LEAWOOD FALLS, FOURTH PLAT, LEAWOOD FALLS, FIFTH PLAT, LEAWOOD FALLS, SIXTH PLAT and VILLAS OF HIGHLANDS RANCH, all platted subdivisions of land in the City of Leawood, Johnson County, Kansas, a distance of 1990.30 feet to a point on the West line of East One-half, of the Northeast Quarter of the Northeast Quarter of said Section 34; thence N 2°17'08" W, along the West line of East One-half, of the Northwest Quarter of the Northeast Quarter of said Section 34, a distance of 997.33 feet; thence N 87°21'46" E, a distance of 165.00 feet to the point of beginning, containing 38.0921 acres, more or less.

in the manner set forth in the Preliminary Plan on file with the Leawood Planning Department, 4800 Town Center Drive, Leawood, Kansas, 66211, and in accordance with Sections 16-2-5.6 and 16-2-6.4 of the Leawood Development Ordinance, subject to all other laws and regulations, and subject to the stipulations recommended by the Planning Commission set forth below in Section 3.
SECTION 2. APPROVAL OF REVISED PRELIMINARY PLAT GRANTED. Pursuant to Section 16-8-2.2 of the Leawood Development Ordinance, approval of the Revised Preliminary Plat is hereby granted, subject to all other laws and regulations, and subject to the stipulations set forth in Section 3.

SECTION 3. CONDITIONS AND STIPULATIONS. Approvals of the Revised Preliminary Plan and Revised Preliminary Plat granted herein, are hereby approved and adopted subject to the following conditions and stipulations:

1. The project shall be limited to the following:
   a. 410,200 sq. ft. of construction on 18.25 acres for an FAR of 0.43, with a 55% discount for residential within the MXD zoned portion of the development that shall meet all requirements of the Leawood Development Ordinance, including FAR density bonuses, and the City of Leawood's Comprehensive Plan.
   b. 36 duplexes (72 units), 3 triplexes (9 units), and 15 townhomes (59 units) on 38.09 acres for a density of 3.68 dwelling units per acre.

2. At the time of Final Plan for each phase, the application shall provide revised elevation drawings for all buildings that meet the material requirements of the Leawood Development Ordinance, including roofing material.

3. The applicant/owner shall be responsible for the following impact fees:
   a) A 135th Street Impact Fee in the amount of $0.58 per square foot of office, $1.95 per square foot of retail, and $389.40 per residential unit for areas north of 137th Street. This amount is subject to change by Ordinance.
   b) A Public Art Impact Fee in the or a piece of public art is required prior to the issuance of a building permit in the amount of $0.15 per square foot of finished floor area for nonresidential development. This amount is subject to change by Ordinance.
   c) A Park Impact Fee in the amount of $300 per residential unit is required prior to issuance of a building permit. This amount is subject to change by Ordinance.
   d) A South Leawood Transportation Impact Fee, due prior to recording of the Final Plat. This amount is subject to change by Ordinance.

4. The right-of-way for 137th Street shall be shifted to the north, to provide a tract of open space to act as a buffer between the street and the existing residential development to the south, as it is extended to the west beyond the current dedicated right-of-way.

5. The applicant/owner shall be responsible for the construction of 137th Street, including the portion connecting the development to Chadwick Street, and within the proposed development.

6. The completion of the design and construction of all public streets for the full width of the property shall be under a single set of construction plans.

7. All power lines, utility lines, etc. (both existing and proposed, including utilities and power lines adjacent to and within abutting right-of-way) are required to be placed underground. This must be done prior to final occupancy of any building within the project.

8. Within the RP-3 portion of the development, all above ground facilities shall be placed in the rear yard wherever practical. If locating these facilities in the rear yard is not practical
or appropriate, as determined by the City Engineer, then such facilities shall be at least 25’ behind the right-of-way.

9. No portions of this development shall be gated or shall restrict the entry of any vehicles or pedestrians.

10. All private streets proposed within this development shall meet the requirements for public streets per the Leawood Development Ordinance 16-8-3.2.

11. All utility boxes, not otherwise approved with the final development plan, with a height of less than 55 inches, a footprint of 15 sq.ft. in area or less, or a pad footprint of 15 sq.ft. in area or less, shall be installed only with the prior approval of the Director of Community Development as being in compliance with the Leawood Development Ordinance.

12. Within the MXD portion of the development, all utility boxes, not otherwise approved with the final development plan, with a height of 56 inches or greater, a footprint greater than 15 sq.ft. in area, or a pad footprint greater than 15 sq.ft. in area, shall be installed only with the prior recommendation of the Planning Commission as being in compliance with the Leawood Development Ordinance based on review of a site plan containing such final development plan information as may be required by the City, and approved by the Governing Body. The City may impose conditions on approval, including but not limited to duration or renewal requirements, where the circumstances are sufficiently unusual to warrant the conditions.

13. Within the RP-3 portion of the development, all new utility boxes with a height of 55 inches or greater, a footprint greater than 15 square feet in area, or a pad footprint greater than 15 square feet in area, shall be authorized only by approval of a special use permit prior to construction.

14. The following deviations are hereby granted:
   a) 15% increase in the applicable maximum FAR based on not less than a 1:1 ratio of increase floor area to increased open space being a benefit to the community as passive recreational potential for the public.
   b) 15% increase in the applicable maximum FAR based on a 1:1 ratio of additional open space to additional allowable floor area for incorporation underground parking.
   c) Allow a 30 foot building setback from 137th Street and High Drive within the MXD portion of the development based on compensating common open space (not less than 1:1 ratio) is provided elsewhere in the project.
   d) Subject to meeting the City’s adopted Building Code, allow a minimum side yard setback for the Villas of 15 feet from vertical wall to vertical wall within the RP-3 portion of the development.

15. Per the Leawood Development Ordinance, within the MXD portion of the development buildings shall be required to have a buffer a minimum of 10’ deep adjacent to buildings.

16. Where head-in parking overhangs sidewalks, sidewalks must provide for a minimum of 2’ of additional width to accommodate the overhang of cars.

17. Along all public streets, a minimum of a 10’ tree lawn shall be provided between back of curb and adjacent sidewalks.

18. Sidewalks shall be 6’ in width along 135th Street, both sides of High Drive, and on the north side of 137th Street. A 10’ asphalt hike/bike trail shall be required along the south
of 137th Street and west side of Kenneth Road. All other sidewalks shall be a minimum of 5' in width.

19. Within the MXD portion of the development and per the Leawood Development Ordinance, where pedestrian routes intersect vehicular access routes, the material of the pedestrian route shall be enhanced and differentiated from the vehicular paving material.

20. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Governing Body at Final Plan.

21. All downspouts shall be enclosed.

22. In accordance with the Leawood Development Ordinance, all trash enclosures shall be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be architecturally attached to the individual buildings and accented with appropriate landscaping. The gates of the trash enclosures shall be painted, sight obscuring, decorative steel.

23. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The height of the screen must be at least as tall as the utilities being screened.

24. Per the Leawood Development Ordinance, all parking lot light fixtures associated with this project shall be a maximum of 18' in height.

25. Lighting fixtures along 137th Street, High Drive, and Kenneth Road between 135th Street and 137th Street shall be of a special design that matches the existing light fixtures on 137th Street.

26. At the time of Final Plan a landscape plan shall be submitted that meets all requirements of the Leawood Development Ordinance.

27. Lighting plans, photometric studies that meet the Leawood Development Ordinance, along with specific light fixtures, shall be required at the time of Final Plan.

28. Materials boards shall be submitted at the time of Final Plan application.

29. A model shall be submitted at the time of final plan application.

30. Sign design and calculations shall be required at Final Plan.

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

32. The applicant shall obtain all approvals from the City of Leawood Fire Department, per the Fire Marshal's memo dated on file with the City of Leawood Planning and Development Department, prior to issuance of a building permit.

33. A statement shall be included on the final plat for the RP-3 portion of the development that states that there shall be no ingress or egress within the rear yard, or street-side side yard to 137th Street for those lots that are adjacent to 137th Street.

34. For all public streets within the RP-3 portion of the development, the developer or Homes Association will maintain any planting or statuary within the street right-of-way. The developer shall execute a right-of-way maintenance agreement with the Public Works Department for any planting or statuary improvements within the public right-of-way.

35. For the MXD portion of the development, a cross access/parking easement for the entire development shall be recorded with the final plat at the Johnson County Register of Deeds prior to issuance of a building permit.

36. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to,
streets, walls, and storm water system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.

37. This preliminary plan approval shall lapse in two years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant one such extension for a maximum of 12 months for good cause shown by the developer.

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

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the Governing Body this 21st day of September, 2020.

APPROVED by the Mayor this 21st day of September, 2020.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney