



Governing Body-Regular Session Meeting

Monday, November 3, 2025 - 7:00 PM

Council Chamber, 4800 Town Center Drive, Leawood, KS 66211

<u>Ward One Councilmembers</u>	<u>Ward Two Councilmembers</u>	<u>Ward Three Councilmembers</u>	<u>Ward Four Councilmembers</u>
Debra Filla Alan Sunkel	Mary Larson Sherrie Gayed	Chuck Sipple Lisa Harrison	Julie Cain Steven Kaster

Citizen Participation

Persons wanting to speak during the meeting must sign in and indicate the agenda item they wish to address.

Public Accommodation

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 cyclerk@leawood.org no later than 96 hours prior to the scheduled commencement of the meeting.

AMENDED AGENDA

This agenda is subject to changes, additions, or deletions at the discretion of the Governing Body.

[Contact](#) the City Clerk's Office to request Zoom details. This will allow you to attend the meeting virtually.

Amendments since original publication:

- Councilmember Report added (10/30/25)
- City Administrator's Report added (10/31/25)
- Moved New Business item to Old Business (10/31/25)

Page

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. CITIZEN COMMENTS**

Members of the public are welcome to use Citizen Comments to make comments about City matters that do not appear on the agenda, or about items on the Consent Agenda. It is not appropriate to use profanity or comment on pending litigation, municipal court matters, or personnel issues. Comments should be limited to issues and items germane to the business of the Governing Body. The Governing Body will not discuss or debate these items, nor will the Governing Body make decisions on items presented during this time. Speakers are requested to keep their comments to 3 to 5 minutes. A total of 30 minutes per meeting is allocated for the Citizen Comment portion of the agenda.

5. PROCLAMATION

- A. Lung Cancer Awareness Month [November 2025] 7 - 8
[Supporting Documentation - Pdf](#)

6. PRESENTATIONS/RECOGNITIONS

- A. Johnson County NAACP President Katrina Robertson

7. SPECIAL BUSINESS

- A. Staff Report to Present Options for Pickleball Courts [PRA] 9
[Supporting Documentation - Pdf](#)

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, the item can be removed from the Consent Agenda for further consideration.

- A. Accept minutes of the September 29, 2025, Governing Body Special Call Work Session 11 - 21
[Supporting Documentation - Pdf](#)
- B. Accept minutes of the October 6, 2025, Governing Body meeting 23 - 39
[Supporting Documentation - Pdf](#)
- C. Accept minutes of the October 20, 2025, Governing Body meeting 41 - 49
[Supporting Documentation - Pdf](#)
- D. Approve renewal of a Cereal Malt Beverage (CMB) CMB21-000002 License for Mr. Gyros, located at 11707 Roe Ave Ste C (CC) 51
[Supporting Documentation - Pdf](#)
- E. Accept the 2025 third quarter Financial Report which includes the third quarter Treasurer's Report (FN) 53 - 57
[Supporting Documentation - Pdf](#)
- F. Resolution calling and providing for the giving of notice of a public hearing on the advisability of creating a community improvement district in the City of Leawood, Kansas to be known as Hallbrook North Community Improvement District and regarding the City's intent to consider the levy of a community improvement district sales tax within such district. 59 - 71
[Supporting Documentation - Pdf](#)
- G. Resolution of the Governing Body of the City of Leawood, Kansas establishing the date and time of a public hearing regarding the adoption of a Redevelopment Project Plan pursuant to K.S.A. 12-1770 et seq. [Hallbrook North] 73 - 80
[Supporting Documentation - Pdf](#)

- | | | |
|----|---|-----------|
| H. | Resolution approving and authorizing the Mayor to execute an Independent Contractor Agreement between the City and JR & Co., Inc., in an amount not to exceed \$19,372.00, pertaining to the replacement of the fascia and drip edge at Fire Station #3 (PW) | 81 - 93 |
| | Supporting Documentation - Pdf | |
| I. | Resolution approving and authorizing the Mayor to execute Supplemental Agreement No. 1 to Professional Services Agreement between the City and BBN Architects dated May 5, 2025 in an amount not to exceed \$15,690.00 pertaining to the Master Plan for 96th & Lee [PRA] | 95 - 101 |
| | Supporting Documentation - Pdf | |
| J. | Approve the final payment to BBN Architects, Inc., in an amount not to exceed \$2,332.22 pertaining to Leawood City Park Shelter Replacements [Project 4PRK71031C] | 103 - 104 |
| | Supporting Documentation - Pdf | |
| K. | Approve purchase of 2024 John Deere 410 Backhoe Loader from Murphy Tractor and Equipment | 105 - 110 |
| | Supporting Documentation - Pdf | |
| L. | Approve purchase of 2027 Freightliner M2106 Plus Grappler Truck from Premier Truck Group | 111 - 114 |
| | Supporting Documentation - Pdf | |
| M. | Staff Report on Projects - Chris Claxton, Director of Parks, Recreation & Arts | 115 - 126 |
| | Supporting Documentation - Pdf | |
| N. | Staff Reports on Projects - David Ley, Director of Public Works | 127 - 134 |
| | Supporting Documentation - Pdf | |

9. MAYOR'S REPORT**10. COUNCILMEMBER REPORTS**

- A. Request to designate the Bike/Walk Committee as a Standing Committee (Councilmember Sipple)

11. CITY ADMINISTRATOR'S REPORT

- A. City Boundary Sign Replacement Project

 [Supporting Documentation - Pdf](#)

12. COMMITTEE RECOMMENDATIONS**13. OLD BUSINESS****14. NEW BUSINESS**

- A. Ordinance amending Section 1-118 of the Code of the City of Leawood, Kansas, 2000, entitled "Emergency Government" and repealing existing Section 1-118 and other sections in conflict herewith (CC) [ROLL CALL VOTE] 137 - 139

[Supporting Documentation - Pdf](#)

- B. Ordinance amending Section 1-209 of the Code of the City of Leawood, Kansas, 2000, entitled "Presiding Officer; Rotating Terms" and repealing existing Section 1-209 and other sections in conflict herewith (CC) [ROLL CALL VOTE] 141 - 143

[Supporting Documentation - Pdf](#)

15. ADJOURNMENT

Upcoming Meetings

Monday, November 17, 2025

- 6:00 p.m. - Mayor's Holiday Lighting, City Hall
- 7:00 p.m. - Governing Body meeting at City Hall, Council Chamber

Monday, December 1, 2025

- 7:00 p.m. - Governing Body meeting at City Hall, Council Chamber

Tuesday, December 2, 2025

- 4:00 - 6:00 p.m. - Outgoing Elected Officials Retirement Reception, Vista 154

Monday, December 15, 2025

- 7:00 p.m. - Governing Body meeting at City Hall, Council Chamber

Monday, January 5, 2026

- 7:00 p.m. - Governing Body meeting & Swearing-in Ceremony at City Hall, Council Chamber

Monday, January 19, 2026 - City offices closed for Martin Luther King, Jr. holiday

Tuesday, January 20, 2026

- 7:00 p.m. - Governing Body meeting at City Hall, Council Chamber

Leawood Governing Body

Leawood operates under a Council/Mayor form of government, with a separately elected mayor and eight councilmembers. Councilmembers are elected on a non-partisan basis from four wards. The Council develops policies and provides direction for the professional city administration. Regular meetings of the Leawood City Council are held on 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 and online at www.leawood.org/agendas.

Open Meetings

This meeting is open to the public. The meeting will also be livestreamed via YouTube. The link to the meeting will be posted at www.leawood.org prior to the meeting. If you wish to participate virtually, you may contact the City Clerk at cityclerk@leawood.org by noon on the day of the scheduled commencement of the meeting.

This icon [] indicates that an agenda item has been amended or added since the publication of the original agenda.

Number of Votes Required: **[Note:** The Mayor may cast deciding vote when vote is one less than required.]

- **Non-zoning Ordinances:** Majority of the members-elect of the City Council **[5]**
- **Charter Ordinances:** 2/3 of members-elect of Governing Body **[6]**

- **Zoning Ordinances and other Planning Commission Recommendations:**
 - **Passage of Ordinances Subject to Protest Petition:** 3/4 majority of members of Governing Body [7]
 - **Approving Planning Commission Recommendation:** Majority of the members-elect of the City Council [5]
 - **Remanding to Planning Commission:** Majority of the members-elect of the City Council [5]
 - **Approving, Overriding, Amending or Revising Recommendation after Remand:** Majority of the members-elect of the City Council [5]
 - **Overriding, Amending or Revising Recommendation:** 2/3 majority of membership of Governing Body [6]



CITY of **Leawood**
Governing Body-Regular Session
Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Marc Elkins, Governing Body, sstromberg

AGENDA ITEM

Lung Cancer Awareness Month [November 2025]

SUMMARY

Attached is the Lung Cancer Awareness Month Proclamation.

ATTACHMENTS

[Proclamation](#)



Proclamation

WHEREAS, lung cancer is the leading cause of cancer death among men and women in the United States, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

WHEREAS, Lung Cancer Awareness Month serves as a reminder to raise public awareness about the symptoms, prevention, and early detection of lung cancer, and to encourage efforts for more funding for research, patient support, and the development of effective treatments; and

WHEREAS, lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and

WHEREAS, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial; and

WHEREAS, early detection and advancements in treatment have significantly improved the outlook for those diagnosed with lung cancer, yet many individuals remain unaware of the importance of early screening and risk reduction strategies; and

WHEREAS, the City of Leawood, Kansas, is committed to fostering a community of health awareness, compassion, and support for those affected by lung cancer and their families; and

NOW, THEREFORE, I, Marc E. Elkins, Mayor of the City of Leawood, Kansas, do hereby proclaim November 2025 as

Lung Cancer Awareness Month

in the City of Leawood, and join communities across the nation to honor the courage of those living with lung cancer, remember those lost, and provide a united front in the fight against this disease.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Leawood to be affixed this 3rd day of November, 2025.

Marc E. Elkins, Mayor



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Chris Claxton, Parks, Recreation & Arts, 913-663-9151, chrisc@leawood.org

AGENDA ITEM

Staff Report to Present Options for Pickleball Courts [PRA]

SUMMARY

Staff monitored the use of the tennis and pickleball courts on the three (3) courts on the south side of the complex via camera from September 10 to September 30, 2025. The data is as follows:

- Total time of tennis court usage: 299 hours = 14.2 hrs/day
- Total time of pickleball court usage: 230 hours = 11.0 hrs/day
- Total time of tennis players: 782 hours
- Total time of pickleball players: 1,028 hours

In light of this information and other recent developments, staff is presenting options to move forward with enhancing the sport of pickleball within the City of Leawood.

Options

1. Continue to utilize the twelve painted courts on the south side of the tennis complex to be shared with tennis free play, lessons, and rentals.
2. Build courts adjacent to the tennis courts (east side) to provide expressly for pickleball.

The City currently has \$1,016,000.00 budgeted in the CIP for the design and construction of pickleball courts. Additional funds may become available through the Hallbrook TIF, if approved.

BUDGET INFORMATION

In the 2026-2030 approved CIP, there is \$80,000.00 budgeted for design and \$936,000.00 for construction for a total of \$1,016,000.00.

Project Number:
24003

STAFF RECOMMENDATION

Staff recommends acceptance of these options.



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Stacie Stromberg, City Administration, 913-663-9104, sstromberg@leawood.org

AGENDA ITEM

Accept minutes of the September 29, 2025, Governing Body Special Call Work Session

SUMMARY

The minutes from the September 29, 2025, Governing Body Special Call Work Session are attached for review.

STAFF RECOMMENDATION

Staff recommends the Governing Body accept the minutes.

ATTACHMENTS

[Governing Body Special Call Work Session-Draft Minutes](#)



Governing Body-Work Session Meeting

Monday, September 29, 2025 - 6:00 PM

Main Conference Room, 4800 Town Center Drive, Leawood, KS 66211

DRAFT MINUTES

The Governing Body-Work Session of the City of Leawood was called to order on Monday, September 29, 2025, at 6:00 PM, in the Main Conference Room, 4800 Town Center Drive, Leawood, KS 66211. Mayor Marc Elkins presided.

Governing Body Present: Marc Elkins, Mayor; Debra Filla, Councilmember - Ward 1; Alan Sunkel, Councilmember - Ward 1; Sherrie Gayed, Councilmember - Ward 2; Mary Larson, Councilmember - Ward 2; Lisa Harrison, Councilmember - Ward 3; Chuck Sipple, Councilmember - Ward 3; Steven Kaster, Councilmember - Ward 4; and Julie Cain, Councilmember - Ward 4

Staff Present: Beth Breitenstein, Director of Strategic Communications; Brad Robbins, Police Chief; Chris Claxton, Director of Parks, Recreation & Arts; Colin Fitzgerald, Fire Chief; David Ley, Director of Public Works; Diane Stoddard, City Administrator; Julie Hurley, Director of Planning; Marisa Shartzner, Assistant Director of Parks, Recreation & Cultural Arts; Patty Bennett, City Attorney; Stacie Stromberg, City Clerk; Stephen Powell, Assistant City Administrator; and Travis Torrez, Director of Building and Neighborhood Services

Others Present: Scott Bingham, BBN Architects; Tara Markley, Johnson County K-State Research and Extension Director; Andy Penn, Leawood resident

Mayor Elkins called the meeting to order at 6:00 p.m.

1. INTRODUCTIONS

2. ITEMS FOR DISCUSSION

A. 96th & Lee Boulevard Project Site

Mayor Elkins stated that the order of the meeting would lead off with a presentation by the Penns, then the presentation by Scott Bingham from BBN Architects, followed by Tara Markley from the K-State Research Office, who was asked to describe what demonstration gardens are and how they currently exist in the Johnson County area. Mr. Bingham would stand for questions from the Governing Body, then the Mayor would lead a list of questions to get a consensus from the Council.

Penn Presentation

Mr. Andy Penn, 8736 High Dr., Leawood, KS, addressed the Governing Body. He stated that he and his wife had many years of experience as corporate executives and were raised in families who were small business owners.

He made two proposals. Option one is to purchase the old City Hall property with a purchase price of \$300,000 contingent on rezoning with a financial commitment of up to \$1.2M for restoration and business operations. The second option would be a Ground Lease with a 99-year term at \$1 per year and a financial commitment of up to \$1.5M for restoration and business operations.

Mr. Penn pointed out the importance of a community space in the area that is walkable and that the traffic patterns will support the business. He stressed that funding for the purchase and renovations is not dependent on external financing or additional investors.

Mr. Penn presented data models of vehicle traffic volumes for customer acquisition for conservative, medium, and aggressive figures based on a potential of approximately 10,500 potential customers in zip code 66206. He also presented population data from the 2020 US Census and the average daily vehicles at the nearest intersections based on the 2021 City of Leawood Traffic Study as key inputs. He pointed out industry comparable revenues and average customers per day among 7Brew, Dutch Brothers, Scooters and independent coffee shops.

Mr. Penn offered what the possible economic impact would be on the City if they were allowed to purchase the building, stating that the City could avoid ongoing maintenance and improvement costs for the building as well as \$140,000 in estimated cost to raze the building. He stated that if the project is not successful, he and his wife would start another suitable business in the same space or sublet to another business, or the Ground Lease ends and the City would own a refurbished building, or the City could exercise eminent domain and reclaim the land and building.

Mayor Elkins thanked Mr. Penn for the presentation.

BBN Architects Presentation

Scott Bingham, BBN Architects, addressed the Governing Body. In his presentation he stated an interactive public meeting was held on July 8, 2025, to gather community feedback on the proposed Master Plan for the 96th & Lee Boulevard redevelopment project. A total of 55 participants attended in person, with three additional written comments submitted afterward. The session featured two primary discussion workstations: 1) a review of the master plan elements and potential design options, and 2) a presentation of four new development concepts with associated cost estimates. Feedback collected from these stations provided valuable insights into public priorities, community preferences, and cost sensitivities regarding the project.

He stated that participants expressed strong support for repurposing the former City Hall building into a café or ice cream shop, noting its potential to activate the site and serve as a local gathering space. The alternative concept of removing the structure and replacing it with a monument received the most negative responses. Slightly more attendees preferred maintaining the building in its current location over relocating it closer to the former fire station.

The fire station restoration concept received overwhelming support. Residents preferred that it be enclosed and functional, incorporating both a kitchenette and picnic area to enhance usability. Several participants requested that the design preserve more of the original building to display the old fire truck and provide flexible event space for community activities.

Feedback indicated a strong desire for more diverse play equipment catering to a broader range of age groups. However, some participants expressed concern about potential redundancies with the existing play structure at nearby Brook Beatty Park.

Opinions were divided between locating parking along the south side of the lot (near the new fire station) or maintaining it closer to the west side along the street. A few participants proposed using the fire station's parking area for overflow to minimize expansion of the dedicated parking footprint.

A small number of participants viewed the walking trail as unnecessary, citing its short length and the lack of a connecting sidewalk along Lee Boulevard. Similarly, some attendees felt that the open space proposed in several concepts was excessive given the nearby parks and could be repurposed for additional amenities or structures.

Feedback on community and demonstration gardens was mixed. Some participants supported establishing gardens on-site, while others felt a nearby alternative location would be suitable. The presentation referenced the successful partnership between the City of Prairie Village and the Johnson County Extension Master Gardeners, who maintain ten gardens across the county. Under this model, volunteers handle ongoing maintenance, allowing for high-quality gardens that exceed the maintenance capacity of most municipalities.

Multiple attendees requested the inclusion of year-round indoor spaces suitable for community rentals, meetings, and small events. Such facilities were noted as potential revenue generators that could offset maintenance costs and enhance community engagement.

Revised plans include housing the historic fire truck in the north wing and expanding meeting space in the south wing. A concessions window for park users was also added to improve site functionality. Due to these enhancements, the cost estimate increased from \$1.0M–\$1.1M to \$1.5M–\$1.7M.

Design modifications for the old City Hall include removing internal basement access to restrict public entry and eliminating non-original west and east porches without replacement. These changes reduce the project cost from \$1.3M–\$1.5M to \$0.9M–\$1.1M while maintaining structural integrity and historical character.

Johnson County K-State Research and Extension Office Presentation

Tara Markley, Director of the Johnson County K-State Research and Extension

Office appeared before the Council. She highlighted other demonstration gardens in the area and stated that they are typically ornamental and food gardens. Sometimes they are used as a teaching space. Ms. Markley said the newest one is located at Johnson County Community College.

Ms. Markley referenced Wassmer Park in Prairie Village. She stated this model garden began with a semi-formal four-quadrant design in 2020 and later expanded to include a stumpery (2023) and a pollinator garden (2024). Prairie Village contributes \$5,000 annually for plant materials and infrastructure, while Master Gardener volunteers manage all maintenance, offering a potential framework for the Johnson County site.

Mayor Elkins prompted several questions to the Council for discussion.

- **Sell/Lease Old City Hall**

Councilmember Sunkel was in favor of selling old City Hall to be used as a coffee shop using private funding. He was in favor of the City retaining control or reclaiming by eminent domain in the future.

Councilmember Harrison was not in favor of selling old City Hall because it is in the middle of the property. She mentioned saving bricks to reuse for paths or in an observation garden. She stated that it has been empty for 30 years and it is not worth saving.

Councilmember Larson was not in favor of selling old City Hall because it limits options for a future fire station. She stated that the Old Fire Station has more restoration potential than old City Hall.

Councilmember Gayed stated that she is against selling old City Hall and does not want to risk losing control of the property and possibly having to reclaim it with eminent domain in the future. She was in favor of removing it and repurposing the space.

Councilmember Cain was not in favor of selling old City Hall but is in favor of a compromise by incorporating some of old City Hall's history into the old Fire Station.

Councilmember Filla was in favor of selling old City Hall because nearly 1,000 people want that. She questioned why the land would be needed in the future. She stated that the wings on the old Fire Station building should be retained, used as a shelter, and have open-air elements.

Councilmember Kaster was in favor of demolishing old City Hall and incorporating a coffee shop or coffee bar in the Old Fire Station. He was also in favor of a playground for all ages, relocating the community garden, and having a demonstration garden if cost allows.

Councilmember Sipple stated that there is no need for two meeting spaces. He was in favor of demolishing old City Hall. He was in favor of a community garden moved elsewhere in the city, such as north of 103rd St.

Mayor Elkins stated that the consensus was to demolish old City Hall and focus on repurposing the old Fire Station.

- **City Hall Monument**

Mayor Elkins noted that general consensus among those who visited the open house was not to have an old City Hall monument. He asked if any member would want to pursue this idea.

Councilmember Cain pointed out that there is a monolith behind the old Fire Station that could be repurposed to commemorate old City Hall. She didn't see the logic in spending money on something new.

Councilmember Filla said that if they were to do a garden, they could take the wings off the side of City Hall and incorporate them.

Councilmember Cain said they should use the bricks and cupola of old City Hall if they can. There are nods to the old City Hall that they could reference.

Mayor Elkins said there seemed to be a consensus to not build a monument in that space.

- **Old Fire Station**

Councilmember Filla said they have all agreed to not demolish the old Fire Station. She would like to retain the wings, if they can, to match what they're doing on the site. She also pointed out that the fire truck would be behind glass and wouldn't be usable, so she questioned why they would use the space for that. Everyone seemed to nod in agreement to that. She also said she would love to have the open-air, picnic table shelter-feel to come off the back instead of the side. She liked that they were making the fire station bigger to do more with it.

Councilmember Sipple said the idea of putting the open-air space on the back side makes sense, as it's closer to the playground where the kids would be playing.

Councilmember Filla said she liked the idea of putting the parking spaces up front to leave the green space.

Councilmember Larson agreed that they should not demolish the old Fire Station. She said that prior to tonight, she liked the idea of having the antique fire truck at the old station to view, but she hadn't heard the idea of moving it to Fire Station 4 until this meeting. She liked the idea of having the open shelter on the backside.

Councilmember Cain agreed that they should not demolish the old Fire Station. She liked the idea of preserving the south side as an open-air pavilion. Also, she shared Councilmember Larson's opinion about keeping the antique fire truck at the old station. She said that they don't need the entire area as a four-seasons gathering space, but she was open to discussing it. She threw out the idea of expanding the kitchen facilities on one of the sides. She liked retaining the north and south wings because she liked the symmetry of the building; if they retain one, they will lose the charm. She was okay with the south wing being open, but not the front. She was also open to ideas regarding providing food and concessions. Last, she thought that the diagram they were presented showed how far east she was comfortable taking the building. She also agreed with Councilmember Filla about losing parking spaces that aren't needed and having green space, especially where it would be safest for children.

Councilmember Gayed preferred not to demolish the old Fire Station and not to have everything be four-season. She liked the idea of having garage doors that open, concessions, and temporarily displaying the antique fire engine.

Councilmember Sunkel said he agreed with everyone else.

Councilmember Kaster said he was in favor of the four-season gathering space with one part open with picnic tables, the kitchen being enhanced for potential cooking classes, and having the antique fire truck displayed in a static space where nobody can touch it.

Councilmember Filla said that she liked the idea of having a spot with power for a food truck.

Councilmember Sunkel said he originally envisioned the meeting space as self-accessible, and if that were possible still, he would like to have that feature included.

Councilmember Harrison said she agreed with most of what she's heard about the fire station. She added that she would like the antique fire truck to stay in the old Fire Station.

Mayor Elkins said there is a desire for some sort of open gathering spot, whether it be on the east or south side, and he hadn't heard a consensus on that issue.

Councilmember Larson encouraged the architects to give them options when they do their drawings so they can see them in more detail.

Mayor Elkins said he heard a consensus to keep both wings and the concession area. For the short term, he suggested keeping the old fire truck in the north wing. He also said there was a consensus to only go as far east as the drawing they were given depicts and to go without the east half of the north and south wings.

- **Playground**

Councilmember Larson said she thought they should have playground equipment encompassing all age groups. She said it sounded like they were incorporating the pavilion into the fire station.

Councilmember Cain agreed with Councilmember Larson.

Councilmember Filla said she would like them to be cognizant of the shade. She suggested recreating the sandbox at Franklin Park, as it's heavily used and favored by the children. She agreed that all age groups should be targeted.

Councilmember Gayed encouraged the exploration of accessible playground equipment for all age groups.

Councilmember Sunkel concurred with Councilmember Gayed's comments.

Councilmember Sipple said that if the back of the fire station is going to be an open-air space, he wondered if that could suffice as the pavilion so they wouldn't have to worry about putting one near the playground as well.

Councilmember Kaster said he agreed with having a playground for all age groups, and if the space allowed, he suggested designing structures that more kids could play on, as the pictures they received looked small. He agreed with Councilmember Sipple's comments on the pavilion.

Councilmember Harrison agreed with Councilmember Kaster's comments on the size of the playground equipment and the pavilion.

- **The Grounds**

Councilmember Sipple said that the garden beds are a popular feature for citizens of North Leawood, but he proposed to find another location north of 103rd St to put a community garden.

Councilmember Filla supported that, as she loved the idea of a demonstration garden, but the place to put it is where the sidewalk is behind the old City Hall up to the tree in the corner. She said the parking could end at the end of the current fire station and put more in the front and wasn't in favor of the sidewalks around the park.

Councilmember Larson said she would be in favor of relocating the community garden to a different spot, and she suggested City Park as a possibility. She liked the idea of a demonstration garden and thought it could be a nice addition. She also liked the perimeter sidewalk but suggested moving it in a bit from the property line, and she also liked the parking on the south side so there's more greenspace

and curb appeal for the park.

Councilmember Kaster agreed with relocating the community garden to City Park or another location to enhance it. He said that the demonstration garden looks good, but he would like to see the final cost first, as it's more of a want than a need.

Councilmember Cain agreed with moving the community garden to enhance the greenspace. She was open to talking about a demonstration garden and didn't mind a perimeter sidewalk, but she preferred a loop. For parking, she would like to reduce it as much as possible. She suggested having a patio in front of the garage doors so they could be open, and the patio could be used.

Councilmember Harrison supported moving the community garden. She was in favor of a demonstration garden, and if cost was an issue, they could add it in the future. She liked the idea of a perimeter sidewalk to invite people to be active, and she agreed with Councilmember Cain's thoughts on removing as much concrete as possible to enhance greenspace.

Councilmember Sunkel was in favor of the demonstration garden as well. He agreed to move the community garden somewhere else, such as City Park.

Councilmember Gayed agreed with the relocation of the community garden, and she liked the idea of the demonstration garden.

Councilmember Sipple stated he was leaning in favor of the demonstration garden dependent on the cost. He also said that the benefit of a perimeter sidewalk would be for parents to walk while their children are playing safely. He stated he didn't want to cause issues with the nearby residents, though.

Councilmember Kaster said he liked the idea of the perimeter sidewalk, but he pointed out that there weren't other parks where the sidewalk was so close to the residential properties. He suggested a fence around the park to shield it from the neighbors and to protect the kids.

Councilmember Sunkel said he didn't have a strong opinion on the sidewalk, but if it was there, he would like it to be pervious, if that were possible. He also suggested making it out of the softer material.

Councilmember Gayed stated she was in favor of the sidewalk concept as long as it would not be placed too close to adjacent residences or reduce available space for other project objectives.

Councilmember Kaster mentioned that there is no way to cross Lee Blvd to the west, so he mentioned the potential of a crosswalk.

Mayor Elkins asked David Ley what the cost would be to put in a push-button

crosswalk there.

Mr. Ley said that the cost for a hawk signal is around \$200,000. They spoke about potentially doing this around the new fire station to double as a signal for the trucks as they are exiting for a call; that would be a \$20,000 increase.

Councilmember Filla said if they were going to build the sidewalk, she wanted to ensure they provided fencing for the neighbors. The conversation turned toward parking, and she said if they cut the parking off where the crosswalk is and put some parking in the front, she'd be in favor, as it would reduce costs.

Councilmember Kaster said that if they considered the use of the space, they must consider that people need somewhere to park, and Lee Blvd doesn't allow street parking. He deferred to Staff's judgement. He preferred parking on Lee Blvd for safety reasons, but aesthetically, the diagram they were given is his favorite.

Councilmember Filla said if they could use the 17 spots at the new fire station that aren't used daily, they could put stairs from that parking lot up to the park.

Chief Fitzgerald said that the spaces are there for meetings and classes, but also if they need to recall crews, they use the parking sporadically. It's also a security issue; it's fenced off to provide protection for their staff and their vehicles. Having the spots be for general use wouldn't be optimal in his opinion.

Councilmember Gayed said they would be able to better determine location once they have a better idea of the parking requirement and a more solid design of what they're including on the site. As per their conversations to date, she would prefer parking on the south side.

Councilmember Sunkel said his preference would be to put the parking on the west side as it provides a more cohesive greenspace, but this would be contingent on how many spaces they would need.

Councilmember Cain said she was in favor of parking on the south side. If the fire station is there with both wings and the door open, she suggested having a patio to the west instead of parking.

Councilmember Harrison suggested an "L" shape with some parking on the west and some on the south.

Mayor Elkins asked Mr. Bingham if they were considering phasing.

Mr. Bingham said that they could approach it by thinking about how it would evolve over time and thinking through what would make the most sense to build first construction-wise. If the Governing Body agreed with the order they came up with, depending on how much money they were willing to include with each phase, they could break it out into multiple phases.

Mayor Elkins said it seemed to him that there was reluctance from the Governing Body to debt finance this project, there was a desire to find a way to pay as they go, and there was a desire to move forward with the initial phases as soon as practical. He said that at the latest, the Master Plan would be before them for approval in the last meeting of the calendar year, which would mean that it would be on the Planning Commission's docket sometime in November.

3. ADJOURNMENT

The meeting was adjourned at 9:45 p.m.



CITY of **Leawood**

Governing Body-Regular Session
Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Stacie Stromberg, City Administration, 913-663-9104, sstromberg@leawood.org

AGENDA ITEM

Accept minutes of the October 6, 2025, Governing Body meeting

SUMMARY

The minutes from the October 6, 2025, Governing Body meeting are attached for review.

STAFF RECOMMENDATION

Staff recommends the Governing Body accept the minutes.

ATTACHMENTS

[October 6, 2025, Governing Body meeting - DRAFT minutes](#)



Governing Body-Regular Session Meeting

Monday, October 6, 2025 - 7:00 PM

Council Chamber, 4800 Town Center Drive, Leawood, KS 66211

DRAFT MINUTES

The Governing Body-Regular Session of the City of Leawood was called to order on Monday, October 6, 2025, at 7:00 PM, in the Council Chamber, 4800 Town Center Drive, Leawood, KS 66211.

Governing Body Present: Marc Elkins, Mayor; Debra Filla, Councilmember - Ward 1; Alan Sunkel, Councilmember - Ward 1; Mary Larson, Councilmember - Ward 2; Sherrie Gayed, Councilmember - Ward 2; Chuck Sipple, Councilmember - Ward 3; Lisa Harrison, Councilmember - Ward 3; Julie Cain, Councilmember - Ward 4; and Steven Kaster, Councilmember - Ward 4

Staff Present: Beth Breitenstein, Director of Strategic Communications; Brad Robbins, Police Chief; Chris Claxton, Director of Parks, Recreation & Arts; Colin Fitzgerald, Fire Chief; David Ley, Director of Public Works; Diane Stoddard, City Administrator; Don Cawby, Finance Director; Dylan Gentry, Director of Information Technology; Julie Hurley, Director of Planning; Nic Sanders, Director of Human Resources; Patty Bennett, City Attorney; Stacie Stromberg, City Clerk; Stephen Powell, Assistant City Administrator; and Travis Torrez, Director of Building and Neighborhood Services

Mayor Elkins called the meeting to order at 7:00 p.m.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Led by members of Scouting America Troop No. 92

3. APPROVAL OF AGENDA

A motion to accept the agenda was made by Councilmember Larson and seconded by Councilmember Filla. The motion CARRIED by a vote of 8-0.

4. CITIZEN COMMENTS

Members of the public are welcome to use Citizen Comments to make comments about City matters that do not appear on the agenda, or about items on the Consent Agenda. It is not appropriate to use profanity or comment on pending litigation, municipal court matters, or personnel issues. Comments should be limited to issues and items germane to the business of the Governing Body. The Governing Body will not discuss or debate these items, nor will the Governing Body make decisions on items presented during this time. Speakers are requested to keep their comments to 3 to 5 minutes. A total of 30 minutes per meeting is allocated for the Citizen Comment portion of the agenda.

5. PROCLAMATION

A. National Arts and Humanities Month Proclamation [October]

Mayor Elkins read the proclamation into record. Anne Blessing, Chairperson of the Leawood Arts Council, was present to accept.

6. PRESENTATIONS/RECOGNITIONS—None

7. SPECIAL BUSINESS—None

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, the item can be removed from the Consent Agenda for further consideration.

- A. Accept minutes of the August 25, 2025, Special Call Work Session
- B. Accept minutes of the August 25, 2025, Governing Body Special Call meeting
- C. Accept minutes of the September 2, 2025, Governing Body meeting
- D. Accept minutes of the September 15, 2025, Governing Body meeting
- E. Approve renewal of a Cereal Malt Beverage (CMB) CMB21-000003 License for Price Chopper #121, located at 3700 W 95th Street (CC)
- F. Approve renewal of a Cereal Malt Beverage (CMB) CMB21-000004 License for Trader Joe's East #723, located at 4201 W 119th Street (CC)
- I. **Resolution No. 6422** approving and authorizing the Mayor to execute a Right-of-Way Maintenance Agreement between the City and the Overbrook Real Estate, LLC, pertaining to 9844 Overbrook Rd. Lot 512, Leawood Estates North subdivision (PW)
- J. **Resolution No. 6423** approving and authorizing the Mayor to execute a Right-of-Way Maintenance Agreement between the City and Shannon Ryan and Daniel Long, pertaining to 8708 Meadow Lane, Lot 633 (PW)
- L. Approve purchase of equipment from Professional Turf Products in an amount not to exceed \$194,700.00 pertaining to the agronomy operations at Ironhorse Golf Course [PR]
- M. Approve lease of vehicles from Enterprise Leasing (PW)
- N. Ratify the final cost for the emergency replacement of the water service line at City Hall (PW)

A motion to approve the remainder of the Consent Agenda was made by Councilmember Sipple and seconded by Councilmember Sunkel. The motion CARRIED by a vote of 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA

- G. Request to refer a recommendation of a juvenile helmet ordinance to the Bike/Walk Committee (PD)

Councilmember Filla said this would be welcomed by the concerned citizens.

A motion to approve Item No. 8G was made by Councilmember Filla and seconded by Councilmember Sipple. The motion CARRIED by a vote of 8-0.

- H. **Resolution No. 6421** approving and authorizing the Mayor to execute 2026 Employee Benefit Plan documents and transfer remaining 2026 budget for health insurance expenses to a fund to be utilized towards future employee health care expenses and self-funding (HR)

Councilmember Filla congratulated and commended Staff for coming in under 9.5% for the health insurance premium with only a 3% increase in dental insurance.

A motion to approve Item No. 8H was made by Councilmember Filla and seconded by Councilmember Sunkel. The motion CARRIED by a vote of 8-0.

- K. Authorize staff to execute an Agreement with Burns & McDonnell for the Preliminary Engineering Study related to the 135th Street Corridor (PW)

Councilmember Cain commended the Public Works department for initiating this study instead of just going forward with the plan.

A motion to approve Item No. 8K was made by Councilmember Sipple and seconded by Councilmember Filla. The motion CARRIED by a vote of 8-0.

- O. Public Works Project Updates

Councilmember Filla asked about 83rd Street.

Mr. Ley said he wasn't sure if the school is aware of the project, but it was brought to their attention during one of the Bike/Walk Committee meetings. They had requested that the city widen the sidewalk from the cemetery over to Wenonga due to pedestrian traffic. He said the engineer has added to the project rectangular rapid flashing beacons that are going to be proposed on the east side of Wenonga and an eight-foot sidewalk from that point over to Wenonga to the east.

Councilmember Filla then brought up the issue of the speed in which people are going in Brookwood, as she got a call from a concerned mother regarding how close the sidewalk is to the road. She asked if the people who signed up and the mothers who brought this to their attention were aware of the report.

Mr. Ley said they are hoping to go to the Public Works Committee on the first Wednesday in November to discuss the updates to the plan and the road diet. They will communicate accordingly after that.

Councilmember Harrison asked what the name for the little railings installed in the sidewalks was. Then, she asked if there was any thought as to installing them when they're already ripping out the concrete in an area where the sidewalks are up against a very busy street.

Mr. Ley said they are called "tubular markers." He clarified that they haven't discussed that yet. They have been looking at going with wider sidewalks and doing a two-foot buffer from the curb by working with the adjacent property owners.

Councilmember Larson asked if there had been any pushback on the easements with the 123rd Street project.

Mr. Ley said they are working out the details with Evergy still. Most of the easements are for their cabinets, so they were wanting specific language. It should be done by the end of this month.

Councilmember Sipple asked how many easements there were on 123rd Street.

Mr. Ley said there are 20 different properties.

Mayor Elkins asked Mr. Ley to give an update on Tomahawk Creek Parkway.

Mr. Ley said Tomahawk Creek Parkway should be open by early November. There will still be restoration required on the landscaping. They are unfortunately behind due to the rain, but they are still within the budget.

A motion to accept Item No. 8O was made by Councilmember Filla and seconded by Councilmember Sipple. The motion CARRIED by a unanimous vote of 8-0.

P. Staff Report on Projects - Chris Claxton, Director of Parks, Recreation & Arts

Councilmember Cain said she was sad to read about the renovation of the bathhouse at Ironwoods Park costing more than they expected, and there is nothing in the budget to rebuild that structure in the future. They are looking for a short-term option of portable toilets, which is not ideal. She hoped that remained as dialogue rather than a decision. She pointed out that they now have 12 pickleball courts because they've restriped two additional courts at the Leawood Tennis Courts and thanked them for that.

A motion to accept Item No. 8P was made by Councilmember Cain and seconded by Councilmember Filla. The motion CARRIED by a vote of 8-0.

9. MAYOR'S REPORT

- A. On Saturday, September 27, I joined Councilmember Kaster at Fire Station 1 at the Leawood Fire Department Open House. Our Fire Marshal did a great job of expanding the event this year.
- B. On Sunday, September 28, Councilmembers Kaster and Sipple both joined me at the Taiwanese American Friendship dinner to celebrate the 114th anniversary of

the Republic of Taiwan. We welcomed a new Director General for the Taiwanese Trade Delegation in Denver, Debby Huang. She will be joining us on February 20th for Leawood's celebration of the Lunar New Year. I issued a proclamation last week on behalf of the people of our sister city, I-Lan, and the people of Taiwan in general, recognizing October 10 as Taiwan's national holiday recognizing their independence as a separate country.

- C. On Tuesday, September 30, I was a guest for the Leawood Police Department to recognize Nick Rothwell on his retirement after 30 years of Law Enforcement duty within the State of Kansas and 24 years with the City of Leawood.
- D. On October 2, I participated in an unusual ribbon cutting ceremony in Overland Park. The Advanced Aesthetics Company, which started in Leawood 15 years ago, were celebrating 15 years of growth and success.

10. COUNCILMEMBER REPORTS—None**11. CITY ADMINISTRATOR'S REPORT—None****12. COMMITTEE RECOMMENDATIONS****[From the September 9, 2025 Planning Commission Meeting]**

- A. Ordinance approving a Rezoning from SD-O (Planned Office District) to MXD (Mixed-Use Development District), Preliminary Plan and Preliminary Plat for Hallbrook North Mixed-Use Development; located north of College Boulevard and west of State Line Road. (PC 73-25)

Director of Planning Julie Hurley presented this item and said this was considered by the Planning Commission on September 9, and they voted 9-0 to recommend approval to the Governing Body. This is located at the northwest corner of College and State Line Road and involves 34.2 net acres and 11 proposed buildings for a total of 1,4820,000 square feet of total construction. As part of this, there are three office buildings totaling 850,000 square feet, two residential buildings totaling 500,000 square feet with 400 units (11.8 dwelling units per acre), a 65,000 square-foot hotel with 145 rooms, a 10,000 square-foot event center, a 14,000 square-foot daycare center, 16,000 square feet of retail space, and 3,673 parking spaces of surface and structured parking. This is located to the west of City Park and Leawood Dog Park. There are two major entrances to the site; one is off State Line Road and 108th Street and the other is off College Boulevard. There is a main circulation spine that comes in through the development and turns down towards College Boulevard to connect at the existing signal there at Overbrook. There is a secondary road through this site that enters the site to the north, wraps around at a lower grade below most of the buildings, and connects back with that main circulation spine north of College Boulevard. The secondary road that wraps around is at a lower elevation than the main road, and it will provide access to the below-grade structured parking for the office buildings and the two residential buildings. This is proposed in two different phases; what's

presented is Phase 1. The northern-most office building, southern-most office building, and one of the residential buildings are planned to be part of Phase 2. There will be a signal installed at the entrance on 108th Street. She went through each building individually. Building A is the main headquarters office building and is proposed to be 144,000 square feet, 12 stories, and 200 feet in height measured from the grade at the front of the building. There is below-grade structured parking provided that goes down about 66 feet below the grade at the front of the building. There is a deviation required for the height of the building. Building B is the headquarters expansion building, which is part of Phase 2. This is proposed to be 258,000 square feet, 8 stories, and 140 feet tall. This building also provides below-grade structured parking 66 feet below the grade at the front of the building. There is also a deviation required for the height of this building. Building C is the hotel and event center; the hotel is 65,000 square feet with 145 rooms, six stories, and 90 feet tall. The event center is 10,000 square feet, can hold approximately 280 seats, one story, and 40 feet tall. There is an associated parking structure with this that is six levels, which is approximately half-up/half-down, and that is accessed from State Line Road. Building D is one of the multi-family residential buildings. This is 274,000 square feet with 225 dwelling units. It is ten stories and 120 feet tall. There is provided below-grade structured parking, and there is a deviation requested for the height of this building as well. Building E is the second multi-family residential building, and it is 225,000 square feet with 175 dwelling units. It is ten stories and 125 feet tall, and there is below-grade structured parking with a deviation request for the height. Building F is on the north end of the site and is the proposed childcare center. It is 14,000 square feet, one story, and 35 feet tall. Buildings G, H, and J are out along State Line Road and are the retail/restaurant uses. Between these three buildings, there is a total of 16,000 square feet; they are all proposed to be one story and 35 feet tall. Building K is the office building at the southeast corner of the property. This is 155,000 square feet, five stories, and 85 feet tall. It also has an associated parking structure that is six levels. Finally, there is the corporate retreat center at the north end of the site, which is 6,000 square feet, one story, and 35 feet tall.

She then went through the deviation requests. The first is a setback. In MXD districts, 40-foot setbacks from exterior property lines are required for buildings. The LDO does allow the setback from a public street to be reduced to 75% of the standard requirement, which would be 30 feet in this case. The applicant is requesting a 30-foot setback from State Line Road for the headquarters expansion building, Building B, as well as the hotel and event center and the parking structures along State Line Road. The next deviation request has to do with the floor-area ratio (FAR), and the LDO allows a 2.5 floor-area ratio for MXD and allows the FAR to increase to 0.45 with bonuses. They are requesting a 0.45 FAR with the associated bonuses and deviations that are involved. Before any discounts/deviations are factored in, this project has a 0.76 FAR. For MXD, 30% of the total land area must be open space, and they are

providing roughly double that, or 1,041,174 square feet of open space on the site. The LDO allows for an automatic 25% residential discount and up to a 55% residential discount. The applicant has requested a 55% residential discount in this case. The other deviations requested have to do with increased open space, superior site planning, parking structures, and pedestrian amenities.

The next deviation request has to do with the height. MXD has a maximum height allowance of 90 feet; the LDO allows a deviation from that with a 2/3 majority Governing Body vote, but it does not provide a maximum height cap. There are four proposed buildings that would exceed 90 feet as stated earlier.

David Ley, Director of Public Works, presented storm water considerations with the site. There are two key elements—one is to treat the water quality storm, which is 1.37 inches of captured water, and the other is to try and control the 1% storm, which determines the flood plain and how it's routed or whether it's controlled on site and held back. To do a water quality storm, you look at the existing soil types and ground coverage. There are calculations through the Mid America Regional Council to go through and figure out the level of service for specific treatments. With that, the developer is proposing to do an extended dry detention basin in the southwest corner of their development. Most of the water would get routed through that BMP, treat the first flush, and it holds it for approximately 48 hours to treat it. There are amended soils and native vegetation that have deep roots able to absorb the water and slowly release it out to the creek over the 48 hours. The developer hired someone to determine whether detention would be beneficial, and from his study, he determined that due to the lag, it's best to get the water into the creek when the water is only three or four feet high before the peak flood comes through upstream. They hired Water Resource Solutions to review the study. They concurred that detention does not provide any benefits. They also hired Olson Associates, as they are creating new floodplain maps for FEMA, so they asked them to add this development to their model and rerun it. From their study results, they also found it's best to not do detention. When they looked at the 50% storm, it did have higher flows, but they didn't take the BMPs into account, as they hold back the first flush.

Councilmember Harrison asked about the open space.

Ms. Hurley showed a map with all the open space, and she also clarified that the land where the dog park is counts toward the open space for this project. Also, they are proposing to provide a trail connection from this project into City Park.

Councilmember Larson had a concern about the parking garages being located so close to State Line Road, as she didn't know what the parking garages were going to look like, and they typically aren't very attractive. If

the deviation is given, she wished to ask the developer to increase the landscaping at that location.

Ms. Hurley said that elevations and landscaping are not approved as part of this PDP or rezoning, so those would be submitted as part of a Final Development Plan and would have to meet the City's standards.

Councilmember Filla asked how there would be space to put a sidewalk in if the space between the KBP building and State Line Road is small.

Ms. Hurley said the sidewalk wouldn't be right against the curb and there would be enough room.

Councilmember Sipple asked about the proposal to widen State Line Road south of 435, and he had concerns about increasing the accident rate that's already high there.

Mr. Ley said that the engineer will speak about the traffic, but they aren't doing any more through-lanes; they are only adding right-turn lanes, left-turn lanes, U-turns, and a traffic signal at the Bank of America. KCMO has reviewed the traffic study with no issues, and KDOT and MODOT are both reviewing it currently.

Councilmember Filla asked if they were causing downstream flooding with this plan.

Mr. Ley said the developer would be releasing water from their site when there is not as much water in the creek, so it will not cause flooding downstream.

Councilmember Filla then asked if they were planning on having solar roofing.

Ms. Hurley replied they haven't gotten to that level of detail with the buildings yet, as this is a PDP.

Councilmember Sipple asked what "superior site planning" was.

Ms. Hurley said that's what's written in the LDO. It's related to aspects like plaza space, pedestrian amenities, etc.

Councilmember Cain complimented the amount of care taken to address the traffic and stormwater aspects of this application.

Councilmember Harrison said if they allow the entire development to have the deviation to be closer to State Line, they'd have to ask them to pick up the whole thing and slide it over. They can't widen State Line Road in the

future, and she worries they will lose the ability to increase/add turn lanes because of this.

Mr. Ley said when they do the traffic studies, they have a projection for growth of traffic along the corridor. When they come in with Phase 1, they'll get the preview, and then they can go in and update the traffic model to see if they need to extend the lanes out further.

Councilmember Gayed disclosed that she has a working relationship with Van Trust through her role at KU Hospital, but she didn't think it would impede her ability to participate.

Justin Duff, Vice President of Development with Van Trust, 4900 Main, KCMO 64112, introduced the development team and gave a history of Van Trust and how they acquired the site. He talked about how important providing greenspace was and showed those areas. Then, he showed a video showcasing all the elements in detail.

Judd Claussen with Phelps Engineering, 1270 N Winchester, Olathe, KS discussed traffic concerns and improvements. He clarified that there were several groups of qualified engineers who helped examine the traffic concerns. With Phase 1, there will be a lengthening of the right-turn lane that turns south at State Line from the 435 eastbound exit ramp. During Phase 2, they will create a second right-turn lane from the eastbound ramp. At Site Drive A, there will be restrict left turns out, so it will be $\frac{3}{4}$ access for their site. It will allow right turns in, and there will be a new southbound right turn lane and a new northbound left turn lane. The outbounds will be right-only, so they will come out of the site at Drive A, take a right, and go south. On 108th St, there was a signal that was previously removed, and that will be where they have a full access intersection. It will have a new signal, a southbound right-turn lane, a northbound left-turn lane, and there will be traffic lanes added as part of their Drive A inbound and outbound lanes, so there will be dual lefts, a through, and a right-turn lane added there. For Drive C, it will be another $\frac{3}{4}$ access; they will be restricting left turns out. So, to come out of the apartments, people must take a right, go north, and come back up to Drive B. Drive B will allow U-turns in both directions. Drive C will also include a southbound right into the parking garage and the hotel garage area. There is also work along College Boulevard, including the lengthening of turn lanes, a new eastbound right turn, and optimized signal timing.

Julie Gibson introduced herself as the Executive Vice President at Lockton, 444 W 47th St., KCMO 64112,

Councilmember Sipple asked if someone were to come out of Drive A and turned right and then went to Drive B with a signal, would they be able to make a U-turn to go north on State Line.

Janelle Clayton with Merge Midwest Engineering, 2668 W Catalpa St., Olathe, KS said that was correct.

Councilmember Sipple asked if the traffic engineers were comfortable having to cross multiple lines of traffic to make a U-turn to go north on State Line.

Ms. Clayton said they specifically did not assign a large amount of traffic to make that movement. Ideally, if someone were wanting to go north on State Line, they would utilize the traffic signal at Drive B. Drive A allows easier movement during non-peak hours of traffic.

Councilmember Larson pointed to the crash rate at State Line Road and the eastbound 435 exit, as it's nearly double the State average and the critical crash rate. She asked if that was a KDOT or Leawood issue.

Ms. Clayton said they have been talking with the OGL, MODOT, and KDOT staff members about this issue. They will look at retiming the corridor, they will be reviewing the red and yellow clearance intervals, and she clarified that adding a new traffic signal will help meter the traffic. They will look at ways to increase safety. KDOT is in support of retrofitting the reflective yellow tape around the signal backplates to get people's attention, too, as most of the crash patterns they are seeing are traffic signal-related.

Councilmember Sunkel asked about the internal traffic within the site and the logistics of picking up children from the childcare center.

Mr. Duff demonstrated how they could navigate it with a visual map.

Councilmember Harrison asked if there would be staggered hours for the office headquarters.

Mr. Duff said he didn't think the traffic study would require that level of detail regarding exiting and entering the headquarters. That movement shouldn't reduce the flow of traffic.

Ms. Clayton stated that the way they estimate the traffic is through a national standard manual, The Trip Generation Manual, which is published by the Institute of Transportation Engineers. They have a specific land use for a headquarters building, so the data they've generated falls in line with similar sites. They analyzed the College and State Line intersection northbound, and they got existing counts while school was in session.

Councilmember Gayed asked if the idea was for some employees to opt to live on-site.

Mr. Duff replied that they will have the offer available to them if they choose to take it.

Ms. Clayton added that they accounted for that with the traffic analysis.

Councilmember Gayed asked if they had a proposed timeline for Phase 2.

Mr. Duff said they are hopeful it will come, but they are unsure when and it's hard to estimate with the substantial growth the tenant has gone through. The additional multi-family will be market-driven and will be determined based on the leasing for Phase 1. He expects that once that is full, they'd be intentional about bringing forward the additional multi-family.

Councilmember Gayed asked what the anticipated lease time for the multi-family would be.

Mr. Duff said they typically do an 18-month or 2-year lease depending on the number of units.

Councilmember Gayed asked about the unit mix makeup.

Mr. Duff replied that it will be predominately two-bedrooms. There will be some one-bedrooms, and there are a handful of three-bedrooms.

Councilmember Filla asked if they would have rent-controlled units or employee discounts.

Mr. Duff said that at this time, there are no discounted rates for employees, and there will be no controlled rent units.

Public Hearing:

Nicholas Dixon, 10516 Meadow Ln, commented about the flooding to Indian Creek. He brought up comments from the Planning Commission meeting and felt as though the question about flooding was not answered by the engineer, so he emailed Mayor Elkins. The Mayor responded the next day and said that the developer must show in their plan that they cannot have more runoff after construction than there was before. The engineer hired by Van Trust stated that, "As expected, development of the site without detention increases the peak discharges to Indian Creek. . . Detention of water on the Hallbrook North site would do nothing to mitigate the flooding." He also cited the engineer from Water Resource Solutions, who found an increase downstream. . . *inaudible comments*. . . Leawood Estates is a known flooding concern. He pointed out that there is conflicting information from all these sources regarding basins and flooding.

Albert Rey, 10525 Cherokee, also came with a concern with the flooding,

as he's noticed considerable flooding on the north side of the highway over the past few years. He asked if the people dealing with the flood studies were in coordination with the two upstream from them. He wanted to know how to get involved with the process and noted that there have been several canceled stormwater meetings.

Mayor Elkins said that Mr. Rey should get in contact with the Public Works department, as they fill the agenda for the Stormwater Committee.

Sharon Jankowski, 2716 W 112th St., said she just found out about this large project being built so close to her home. She raised concerns with the views, the traffic, and the noise generated from the development. She asked what effort there has been to bring the neighbors in to be a part of this.

David Whittemeyer 4804 W 148th St., came with concerns about the density, the deviations, and the method of financing this with TIF.

Rick Lumkin, 10429 Sagamore Rd., came with concerns with the stormwater because of the proximity of his house to the development and past concerns with flooding. He suggested a larger/longer detention to keep the water levels down.

Stephanie Meyer, there on behalf of the Leawood Chamber of Commerce and Economic Development Council, voiced the group's strong support of this project, as it was high-quality and aligned perfectly with Leawood's long-term economic vision to meet the evolving needs of their workforce and residents.

Keith Petit, 10528 Cherokee Ln., came to show a video shared to staff member Phillip Wilson on July 1, 2024 in reference to the previously-discussed flooding issues, as he also had concerns with the flooding.

Dee Richter, 10505 Sagamore Rd., also came with concerns with the flooding due to past concerns and issues she's experienced.

Mr. Claussen acknowledged the flooding the residents are experiencing and clarified they have been focused on how the site drained and what the detention option effects were. He also clarified that there is a difference between peak runoff from the site and peak runoff from the whole watershed. He said that they are comfortable that their plan will not further exacerbate the flooding issues, as they've had many experts examine and contribute to it. The water from their site makes up less than 0.10% of the overall watershed.

Mr. Ley said that a few of the concerned residents who came to speak live west of Lee Boulevard on the north side of 435, and this development is downstream from them. The flooding there has been a long-term issue

and he went into why those areas are experiencing the water levels they are. He was confident that this development will not worsen the water challenges the residents are experiencing.

Councilmember Harrison clarified that the Stormwater Committee does not meet when there are no business items, so she asked if they could put this on the agenda for a future meeting citizens can attend.

Councilmember Cain said she saw this as an extraordinary opportunity for the City and future growth. She agreed with Ms. Meyer's earlier comments. The intentionality will benefit the whole City, she said.

Councilmember Kaster said he liked the trail connections and the enhanced public spaces. He also liked that this would help support Leawood businesses and the City's finances. He initially had a concern with the height of the buildings, but he said he appreciated the pictures, as they showed there would be minimal visual impact.

Councilmember Gayed agreed that this was a great opportunity for the City, as there aren't many opportunities for high-density projects like this. She liked how the developer worked with the topography of the site.

Councilmember Filla said that if they had the same level of quality as Meadowbrook Park, which influenced this design, she would be happy.

Councilmember Harrison seconded the comments about the pictures, as they eased her concern about the height of the buildings. She felt good about the TIF and the incentives they're offering.

Councilmember Larson felt as though this was a transformational development for Leawood. She was impressed with the thoroughness of the professionals who were involved.

Councilmember Sunkel concurred with the previous comments. He stated his support.

Mayor Elkins said he strongly supported this project as well.

A motion to approve height deviations as presented for Buildings A, B, D, and E as shown on the Preliminary Development Plan for Hallbrook North Mixed-Use Development (PC 73-25) was made by Councilmember Filla and seconded by Councilmember Kaster. The motion CARRIED by a vote of 9-0.

A motion to approve Ordinance No. 3189 approving a Rezoning from SD-O (Planned Office District) to MXD (Mixed-Use Development District), Preliminary Development Plan, and Preliminary Plat for Hallbrook North Mixed-Use Development, located north of College

Boulevard and west of State Line Road (PC 73-25) was made by Councilmember Kaster and seconded by Councilmember Sipple. The motion CARRIED by a unanimous roll call vote of 8-0.

13. OLD BUSINESS—None**14. NEW BUSINESS**

- A. Ordinance of the Governing Body of the City of Leawood, Kansas Making Findings and Establishing a Redevelopment District Pursuant to K.S.A. 12-1770 Et Seq., and amendments thereto and Authorizing the form of a Memorandum of Understanding with the developers for the Hallbrook North Development Project

Diane Stoddard, City Administrator, briefly introduced the presentation on incentives related to this project. She emphasized that this is a \$760 million development, which is the largest invested proposed to date for the City of Leawood. Also, the project is with Van Trust, a known, quality developer the City has positive experience with, as well as Lockton as the possible anchor tenant. The combination of incentives is commensurate with the proposed quality development. The total incentives for all the taxing jurisdictions make up approximately 16% of the total development investment. When the new revenues for this development that will be flowing to the taxing jurisdictions are factored in, the net incentive drops to below 5% for all taxing jurisdictions. The incentives are also self-regulating and directly tied to the performance of the project. She clarified that all of this poses no financial risk to the City.

Kevin Wempe with Gilmore Bell, 2405 Grand Blvd., Suite 100, KCMO 64108, spoke about the incentives with this project. The incentives requested include TIF for a 20-year term, community improvement district sales tax of 1%, or up to 2% for 22 years, transient guest tax redirection from within the district for a term of 22 years, and an issuance of industrial revenue bonds for the purpose of providing sales tax exemption on construction materials and furniture, fixtures, and equipment. He clarified that the revenue streams anticipate full-buildout. The biggest financial contribution would be the TIF financing; this would be property tax-only. He explained how TIF financing works, and said that up to \$15,000 would go to the City for an administrative cost to the City to administer the project, and thereafter, there would be a 95% split to the developer for their eligible costs, with 5% reserved for the City's use. Infrastructure improvements are eligible, and he also said there are excluded mills, such as school districts. Project Area 1 involves Phase 1, so the incentives are only for that section of this project. TIF usually takes 4-6 months, which began in September 2025. The significance of a TIF district is that it's the area from which increment is collected and can be generated, and it's also the area in which eligible costs can be reimbursed or paid for. To form a TIF district, there must be an eligible area, criteria for which is listed under the statute, including that the majority of the proposed district is within a 100-year floodplain, which this proposed district is. Step 2 involves adoption of a project plan. The first step goes to the Planning Commission for a finding that the project conforms with the City's overall Comprehensive Plan. From there, the notice and hearing procedure involves a resolution calling for a public hearing, which is

published and provided to the other taxing jurisdictions. The TIF Plan itself contains a handful of comments that are required under the statute that describe the project, the sources of revenue, and so forth. There is a feasibility study that studies those revenues, which is prepared by the City's Financial Advisor and embedded into the plan. The legal effect of adoption is that it permits access to the TIF funds collected. Also, upon activation of a TIF Plan, there is a 20-year timeline. Finally, the adoption of a TIF Plan requires a supermajority 2/3 vote of the Governing Body under the statute. The second incentive is Community Improvement District Financing, which usually involves an imposition of an additional sales tax of up to 2%. The procedure is initiated by a property owner submitting a petition. There is a resolution calling a public hearing, notice thereof is published and provided to property owners, and there is a public hearing and ordinance establishing the district and imposing the sales tax. He said they will align all these approvals to occur at the same meeting. Finally, the City's current policy is that tool is reserved for projects and areas 20 years or older, and it caps the tax at 1%. Due to the magnitude of the project, Staff has noted that the deviation seems appropriate.

The third incentive was the Transient Guest Tax. He emphasized that this would only be within the district. The request here would be 22 years from the opening of the hotel. The final incentive is the Industrial Revenue Bond Financing for purposes of providing sales tax exemption on construction materials and furniture, fixtures, and equipment. No property tax abatement is being requested as part of the IRBs. The City policy for IRBs requires structured parking for usage of this tool on multi-family projects, which is intended by the developer here. The most important thing about IRBs is that the developer would purchase their own bond, so there is no City credit backing or risk.

Don Cawby, Finance Director, said that the amount of taxes they're expected to collect provided by the site without this investment is \$2,580. With development, using the property tax, sales tax, and TIF goes to \$137 million generated over 25 years. An important note is that the amount of sales tax that is generated is a large number, and they don't give much of that back except through the IRB. He showed a table that showed what the offsetting revenue would be and the net value of the incentive over time. The net value of the incentive to the City that they would provide would be \$32.8 million, and they're paid back in about 10.2 years.

Mr. Wempe said that if they choose to proceed, on October 28, the TIF plan would go to the Planning Commission for their finding. Step 2 would occur at the first November Governing Body meeting, which would be public hearings on the CID and TIF Project Plan. The notices and publications would occur, and there would be a public hearing on December 15 on the TIF Project Plan, a second public hearing on the CID, an ordinance approving the TIF Project Plan and development agreement (requiring a 2/3 Governing Body vote), an ordinance establishing a Community Improvement District, and then the Master Resolution of Intent for the IRBs.

Public Hearing:

David Whittemeyer, 4804 W 148th St., came with concerns about the density, the deviations, and the method of financing this with TIF.

A motion to close the public hearing was made by Councilmember Filla and seconded by Councilmember Sipple. The motion CARRIED by a vote of 8-0.

Councilmember Cain said that since there is no risk to the City, they pay as they go, they are not the bond issuer, and it assumes a full build-out, she felt as though this was advantageous.

Councilmember Gayed asked if there had been further conversation regarding a master lease by Lockton for hotel rooms and the event space.

Mr. Wempe said it hasn't come up yet, but he was certain they would have discussions as they went along.

A motion to approve the form of a Memorandum of Understanding related to the Hallbrook North Redevelopment Project Incentive Package was made by Councilmember Filla and seconded by Councilmember Cain. The motion CARRIED by a vote of 8-0.

A motion to approve Ordinance No. 3190 making findings and establishing a Redevelopment District pursuant to K.S.A. 12-1770 Et Seq., and amendments thereto, related to the Hallbrook North Redevelopment Project was made by Councilmember Larson and seconded by Councilmember Harrison. The motion CARRIED by a roll call vote of 8-0.

15. ADJOURNMENT

A motion to adjourn the meeting was made by Councilmember Cain and seconded by Councilmember Kaster. The motion CARRIED by a vote of 8-0.

The meeting was adjourned at 10:53 p.m.

Minutes transcribed by Lydia Heintzelman.



CITY of **Leawood**

Governing Body-Regular Session
Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Stacie Stromberg, City Administration, 913-663-9104, sstromberg@leawood.org

AGENDA ITEM

Accept minutes of the October 20, 2025, Governing Body meeting

SUMMARY

The minutes from the October 20, 2025, Governing Body meeting are attached for review.

STAFF RECOMMENDATION

Staff recommends the Governing Body accept the minutes.

ATTACHMENTS

[Governing Body meeting - October 20, 2025 - DRAFT minutes](#)



Governing Body-Regular Session Meeting

Monday, October 20, 2025 - 7:00 PM

Council Chamber, 4800 Town Center Drive, Leawood, KS 66211

DRAFT MINUTES

The Governing Body-Regular Session of the City of Leawood was called to order on Monday, October 20, 2025, at 7:00 PM, in the Council Chamber, 4800 Town Center Drive, Leawood, KS 66211.

Governing Body Present: Marc Elkins, Mayor; Debra Filla, Councilmember - Ward 1; Alan Sunkel, Councilmember - Ward 1; Chuck Sipple, Councilmember - Ward 3; Lisa Harrison, Councilmember - Ward 3; Julie Cain, Councilmember - Ward 4; and Steven Kaster, Councilmember - Ward 4

Governing Body Absent: Mary Larson, Councilmember - Ward 2 and Sherrie Gayed, Councilmember - Ward 2

Mayor Elkins called the meeting to order at 7:00 p.m.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Led by members of Troop No. 10

3. APPROVAL OF AGENDA

A motion to approve the agenda was made by Councilmember Kaster and seconded by Councilmember Sipple. The motion CARRIED by a vote of 6-0.

4. CITIZEN COMMENTS

Members of the public are welcome to use Citizen Comments to make comments about City matters that do not appear on the agenda, or about items on the Consent Agenda. It is not appropriate to use profanity or comment on pending litigation, municipal court matters, or personnel issues. Comments should be limited to issues and items germane to the business of the Governing Body. The Governing Body will not discuss or debate these items, nor will the Governing Body make decisions on items presented during this time. Speakers are requested to keep their comments to 3 to 5 minutes. A total of 30 minutes per meeting is allocated for the Citizen Comment portion of the agenda.

5. PROCLAMATION

A. World Polio Day [October 24, 2025]

Rod Pemberton was present to accept the proclamation.

6. PRESENTATIONS/RECOGNITIONS – None

7. SPECIAL BUSINESS

- A. Referral of the flooding issues located along Indian Creek, including immediately north of I-435 in Leawood Estates, to the Stormwater Management Committee (PW)

David Ley, Director of Public Works, said staff recommends hiring Olson and Associates, who has the most recent floodplain model of this watershed and it is what FEMA updates their floodplain levels to be, so they're the best to utilize for this project. He identified seven projects with known flooding issues. On the map he showed, State Line Road floods approximately five feet in a hundred-year storm event, so at this point, it's flooding every two-three years for several hours, which pushes traffic to Roe or Wornall and impacts emergency vehicle access. The map indicated which properties in the floodplain. There is a commercial area also in the hundred-year floodplain. To the south, there are residential properties protected by a levee, but it's not FEMA-approved. They have issues with flooding because once the flap gate is closed on the levee, water can't get out and gets trapped on the other side. Further south is a minor issue, but it affects the City Park fields. In this area, they flood frequently, and it's a challenge for Parks to utilize that area.

He stated that on the north side of I-435, there is a depiction of the flooding resulting from a questionnaire sent out in 2017. There are about 12 properties on the north side that flood. Once Indian Creek starts rising, it pushes underneath I-435 and floods the area. To the south, Lee Boulevard is flooding annually. Also, Mission Road floods every five years and cuts another north/south route off.

Their proposal is to hire a consultant to come up with a solution and costs for the Governing Body to consider.

Mayor Elkins clarified that there are multiple causes to the flooding issues.

Councilmember Filla said the County has started looking at the bigger picture with watersheds, and she pointed out that Leawood has partnered well with them and applauded their efforts.

Councilmember Cain asked if they knew when they would hear this and how they would notify the residents.

Mr. Ley said they are looking at adding it to a November or January meeting for discussion, and they would potentially bring forward a contract with Olson and Associates for approval in early January or February.

Councilmember Cain asked if they would be speaking about all the referred areas in the initial discussion meeting.

Mr. Ley said during the initial meeting, he'd like to go over all the issues they have so the Stormwater Committee is aware.

A motion to refer the flooding issues along Indian Creek, including

immediately north of I-435 in Leawood Estates, to the Stormwater Management Committee was made by Councilmember Sunkel and seconded by Councilmember Filla. The motion CARRIED by a vote of 6-0.

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, the item can be removed from the Consent Agenda for further consideration.

- A. Approve renewal of a Cereal Malt Beverage (CMB) CMB24-000003 License for Whole Harvest Kitchen, located at 4853 W 117th Street (CC)
- B. Accept the September 2025 Payments Report (FN)
- D. **Resolution No. 6425** consenting to assignment of amended and restated TDD Development Agreement [Park Place-Sales Tax] dated May 16, 2016, from KBSIII Park Place Village, LLC to Park Place Village Holdings LLC, and authorizing the Mayor to execute documents associated therewith (LG)
- F. **Resolution No. 6427** approving and authorizing the Mayor to execute the Addendum No. 1 to the Force Main Agreement between the City and the Board of County Commissioners of Johnson County, Kansas, dated October 31, 2024, pertaining to the Force Main Project (PW)
- G. **Resolution No. 6428** approving a Revised Final Plan for Blue Valley School District - Leawood Elementary School - Monument Sign, located north of 123rd Street and west of State Line Road (PC 100-25)
- H. **Resolution No. 6429** approving a Revised Final Plan for Blue Valley School District - Leawood Middle School - Monument Sign, located north of 123rd Street and west of State Line Road (PC 101-25)
- I. **Resolution No. 6430** approving a Revised Final Plan for Blue Valley School District - Mission Trail Elementary School - Monument Sign, located north of 133rd Street and west of Mission Road (PC 102-25)
- J. **Resolution No. 6431** approving a Revised Final Plan for Blue Valley School District - Prairie Star Elementary School - Monument Sign, located north of 143rd Street and east of Mission Road (PC 103-25)
- K. **Resolution No. 6432** approving a Revised Final Plan for Blue Valley School District - Prairie Star Middle School - Monument Sign, located north of 143rd Street and east of Mission Road (PC 104-25)
- L. **Resolution No. 6433** approving a Revised Final Plan for Leawood Town Center - Johnson County Pioneer Library - Wall Sign, located north of Town Center Drive and west of Roe Avenue (PC 105-25)
- M. **Resolution No. 6434** approving a Revised Final Plat for Hallbrook Farms, Lot 5 - 11209 Meadow Lane, located south of 112th Street and east of Meadow Lane (PC 107-25)
- N. Approve final payment in the amount of \$3,038.06 to PGAV (Peckham, Guyton, Albers & Viets, Inc.) for design of the Parks Maintenance Shop [PRA]

- O. Police Department Monthly Report
- P. Fire Department Monthly Report
- Q. Municipal Court Monthly Reports

A motion to approve Consent Agenda Items No. 8A-8B, 8D, and 8F-8Q was made by Councilmember Filla and seconded by Councilmember Sipple. The motion CARRIED by a vote of 6-0.

ITEMS REMOVED FROM THE CONSENT AGENDA

- C. **Resolution No. 6424** calling and providing for the giving of notice of a public hearing on the advisability of creating a Transportation Development District in the City of Leawood, Kansas to be known as the East Village Transportation Development District and regarding the City's intent to consider the levy of a Transportation Development District Sales Tax within such district (LG)

Councilmember Cain said she understood this as a scheduling of the public hearing, and it does not approve the petition. She said she's glad the word is getting out to the public, but she's getting questions from citizens about the procedure and asked for elaboration.

Kevin Wempe with Gilmore and Bell, 2405 Grand Blvd., appeared via Zoom and said that taking up consideration of a Transportation Development District sales tax involves calling a public hearing by adopting a resolution. Should they choose to adopt it, the Clerk's office and Gilmore and Bell's staff would coordinate to provide the notices required by statute, which include mailing notices about the occurrence of the public hearing on November 17 to property owners, and there would also be publications in the paper. At the November 17 meeting, there would be a public meeting, and there would also be an ordinance to adopt to establish the district and impose the 1% requested TDD sales tax. Alongside that, they anticipate having a development agreement stating the terms of the incentives and construction of the projects for consideration.

Councilmember Cain said they just went through a Leawood Strategic Plan effort, and one of their pillars is transparency and further enhancing communication to residents and businesses, so she was pleased the word was already getting out. She said that one of the emails she received asked her to deny this resolution tonight, which is merely the scheduling of the public hearing, but she didn't think that was possible and didn't think canceling a public hearing was a good idea.

Mr. Wempe clarified that it's up to the Governing Body whether to approve the resolution. The statute requires an adoption of a resolution to set the public hearing, which is subject to the Governing Body's vote tonight.

Councilmember Cain asked if denying the public hearing would halt the request for the TDD sales tax.

Mr. Wempe said depending on what happens tonight, on November 17, the public

hearing may or may not happen, but afterward, the Governing Body will be asked to decide on the proposal as it stands. Nothing about their vote on tonight's resolution would foreclose the possibility that a similar or different request would arise, which would go through Staff and be formulated for consideration if/when appropriate.

Councilmember Harrison asked if they would be able to negotiate the terms of the sales tax.

Mr. Wempe said that it's their discretion to grant some, all, or none of the requested incentives. They would take negotiation input tonight, which would be coordinated with Staff and the developer between now and the November 17 meeting, and it would be in their packet for that meeting.

Mayor Elkins said he didn't think they were prepared to consider the merits of the proposal tonight, and his suggestion was to discuss that following the public hearing on the November 17 meeting.

A motion to approve Item 8C was made by Councilmember Sunkel and seconded by Councilmember Sipple. The motion CARRIED by a vote of 4-2 with Councilmember Harrison and Councilmember Kaster voting no.

- E. **Resolution No. 6426** approving and authorizing the Mayor to execute a Right-of-Way Maintenance Agreement between the City and the Hazelwood Homeowners Association (PD)

Councilmember Cain gave kudos for the new program they instituted, where they now have a neighborhood license plate reader program, and they have two HOAs that have partnered with them; Hallbrook was the first and Hazelwood is the second.

Councilmember Harrison asked if this was a gated community already. She also asked if they anticipated seeing more of these come through.

Police Chief Brad Robbins replied that Hazelwood is a non-gated community. He said they have one other neighborhood that has inquired, but there has been no request for an agreement yet.

Councilmember Sipple asked if having these available has enabled the Police to solve any property crimes in those neighborhoods.

Chief Robbins said right now, they only have one up in Hallbrook, but it has provided leads for them regarding suspect vehicles.

A motion to approve Item 8E was made by Councilmember Cain and seconded by Councilmember Sunkel. The motion CARRIED by a vote of 6-0.

9. MAYOR'S REPORT

- A. A week ago today, the City was privileged to host an Investor's Conference for Federal Realty, which is the new owner of Town Center Plaza and Town Center Crossing. They invited several of their institutional investors, as well as Wall Street analysts, who considered recommendations to investors as to whether to invest in Federal Realty. My gratitude goes to Mr. Powell and Ms. Stromberg for their work reconfiguring the Governing Body's chambers on short notice to host this event. Mr. Powell and I had the opportunity to address the group about the City and the importance of Town Center Crossing and Plaza to the City of Leawood.
- B. On Friday afternoon and Saturday morning, the Lion's Club hosted a pancake feed for Leawood.

10. COUNCILMEMBER REPORTS

- A. Leawood For the Goal - FIFA Planning Update (Councilmembers Cain and Harrison)

Councilmember Cain said they have not officially kicked anything off, but they are well underway. She showed an example of their new letterhead, as developed by their Communications department. They take their nod to the "For the Goal" statue in City Park, and from that, Beth Brittenstein, Communications Director, developed the shield that will appear on their jerseys. They also have pins coming that will match the statue, and they are beginning to make presentations.

The launch part of this will happen comprehensively. Many of their strategic plans include broader communication. So, when they launch, they will be reaching out to everyone possible in Leawood, and are all welcome.

Another component of this is the Small Business grant. That committee will be making decisions and coming forward to the Governing Body in January 2026. There will also be a City-wide cleanup event in May/June to prepare for this. On June 13 and 14, there will be a three-on-three soccer tournament. They got a \$10,000 sponsorship for the tournament last week during their first meeting. Also, there are at least three Sporting KC players that expressed desire to play. Additionally, she contacted Kansas City Current last week, and they have committed to playing on the Leawood team for the three-on-three tournament and coming to their watch parties. They also said they would bring a few experiential pop-up Kansas City Current events, but they weren't sure what they were just yet. There will be watch parties at Park Place and Town Center proper. They are still unsure as to the cost of the transportation arm or viewing rights. She said they are also trying to organize a local coupon book. There will also be a parade on July 4th honoring the 250th anniversary of the holiday.

Councilmember Harrison urged the community to get the word out and volunteer, as they need a lot of help.

11. CITY ADMINISTRATOR'S REPORT

A. Enterprise Permitting & Licensing Update

Assistant City Administrator, Stephen Powell said that the first update was for the Enterprise Permitting and Licensing System, as they are almost at the end of implementation. The new platform is designed to enhance efficiency, collaboration, and communication. It will be an online portal where businesses can apply for permit, submit plans, and get business licenses; it's meant to be a one-stop-shop for the business community. The residents are also able to use it to apply for animal permits, building permits, and whatever else they may need from a planning, permitting, and licensing standpoint. They will also be able to make payments directly through the portal, and the new system will tie into the new finance software, which will streamline transactions. People can also do online inspection scheduling through the new system. There is also real-time tracking for applications and inspections, and it will increase transparency for people concerned with permits and licenses. He thanked Travis Torrez, City Engineer, for his direction with this. They're hopeful they can go live during the first week in December 2025.

Councilmember Sipple asked if people would be able to buy tickets for events through the system.

Mr. Powell said they can currently do that through the Parks and Recreation system, but this system won't allow that.

Councilmember Sipple said there have been numerous complaints about the effectiveness of that system.

Mayor Elkins said the Parks department has created a focus group and task force to address the issues with their system.

Mr. Powell gave an update on the Business License fees. They currently have over 53 different license categories. They have narrowed it down to 27 categories to ease confusion. Not all the fees with the 53 types of licensing are the same, so they have made a few adjustments so that all financial institutions pay a flat fee. They made minor adjustments to their Fee Schedule to accommodate the new software and the restructuring. Those will be effective as soon as they go live with the new software; they've already accommodated the updated fees.

When they do their annual Fee Schedule update, which will likely come before the Governing Body in December, they will see them in the official Fee Schedule. Lastly, Mr. Torrez will need to make a few code modifications for five different permit categories related to expiration days for permits. There are minor changes to make the software more streamlined, and Mr. Torrez hopes to bring those back to the Governing Body before they go live with the software.

B. Strategic Plan Quarterly Update

Mr. Powell said that they are just about ready to implement their new tracking software, so going forward, this will be a dashboard on the City's website. They will have a custom report they present quarterly that will have a lot more detail on the metrics and how they're tracking things.

Councilmember Filla complimented the work behind this. She also liked how they created an on and off-boarding program. She was excited about the monarch gateway and pollinator garden aspect, and she asked about FCIP LED lights and if they were going to have a standard for the new lighting.

Mr. Ley said they plan on setting up two cul-de-sacs, one up north and one down south, with what they're proposing, and they'll send out information to the public for them to examine and give feedback. They are proposing to use the same colored-lights, 4,000 Kelvin on the arterials and residential areas. He said they are still trying to pick out the fixture, so it'll be late this year or early next year. They are switching to a wider, oval pattern, or Type 3.

Councilmember Harrison asked if there was a way for the lights to dim at a certain time of night, when activity dies down on the roads.

Mr. Ley said it would be easier to do if their lights were all controller-fed, but more than half of them are directly fed by Evergy. Communicating to all those fixtures would be more expensive.

12. COMMITTEE RECOMMENDATIONS – None

13. OLD BUSINESS – None

14. NEW BUSINESS – None

15. ADJOURNMENT

A motion to adjourn the meeting was made by Councilmember Filla and seconded by Councilmember Sipple. The motion CARRIED by a vote of 6-0.

The meeting was adjourned at 8:07 p.m.

Minutes transcribed by Lydia Heintzelman.



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Melissa Mullen, City Administration, 913-663-9123, mmullen@leawood.org

AGENDA ITEM

Approve renewal of a Cereal Malt Beverage (CMB) CMB21-000002 License for Mr. Gyros, located at 11707 Roe Ave Ste C (CC)

SUMMARY

The Cereal Malt Beverage License application is scheduled for renewal for the above-referenced applicant.

STAFF RECOMMENDATION

Staff recommends renewal pending no disqualifying information.



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Don Cawby, Finance, 913-663-9121, dcaawby@leawood.org

AGENDA ITEM

Accept the 2025 3rd quarter Financial Report which includes the 3rd quarter Treasurer's Report (FN)

SUMMARY

The attached reports provide updates on the City's financial activity through September 2025. We will start providing sales tax reports on a monthly basis so those will no longer be included with these quarterly reports.

- A high level summary of revenues and expenditures for all 2025 budgeted funds
- A high level summary of revenues and expenditures for the General Fund
- A copy of the Quarterly Treasurer's Report for the 3rd quarter of 2025, which is also available on the city's website.

Overall Financial Position (All Budgeted Funds)

- The City began 2025 with \$73.2 million in reserves and ended the third quarter with \$83.5 million, 14.6% above expectations.
- Revenues reached \$62.8 million (77% of budget) — slightly ahead of projections.
- Property taxes are performing close to expectations, behind by 0.6%, while sales taxes are ahead by \$715,346, or 5.2%.
- Charges for services and interest earnings on assets exceeded projections by \$399,500 (11% and \$336,000 (17%) respectively.
- Expenditures totaled \$52.5 million (60% of budget) — running well below expected spending for this point of the year (71%).
- Major underspending occurred in Public Works of which most all is related to capital projects related to stormwater and street maintenance

Overall Financial Position (General Fund)

- The General Fund started the year with \$38.5 million and increased to \$47.4 million by the end of Q3, 8.3% above expectations.
- Revenues: \$50.0 million (78% of budget), slightly ahead of plan (1.4%).
- Sales and property taxes are tracking near expectations as noted in the all budgeted funds review.
- Charges for services are performing especially well (97% of budget), running about 11% ahead.
- Expenditures: \$41.1 million (64% of budget), below target by 6.7%.

- Personnel expenses are \$3.7 million (12.4%) behind expectations, which accounts for vacancies and savings in benefits from the revised budget.
- The General Fund shows a net surplus of \$8.9 million, improving the City's cash position, which is \$3.7 million higher than expected.

Treasurer's Report (July–Sept 2025)

- Total available cash: \$130.5 million at quarter-end, a net reduction of about \$15.4 million, which is expected for this time of year with an increase in capital projects and major property tax distributions done for the year. In 2024, cash decreased by a similar amount in the third quarter.
- Liabilities & Obligations dropped by \$10.3 million, from \$99.8 million in Q2 to \$89.5 million in Q3, as a result of bond payments and temp note reductions on September 1.

STAFF RECOMMENDATION

Staff recommends the Governing Body acknowledge receipt of the financial report.

ATTACHMENTS

[2025 Q3 Leawood Financial Report](#)

City of Leawood
All Budgeted Funds Status

Through 3rd Quarter - September 30, 2025

	2025			2025 YTD			Ahead/ (Behind)	% %
	Budget	Actual	%	Expected	%			
Beginning Fund Balance	\$ 73,159,135	\$ 73,159,135		\$ 73,159,135			\$ -	-
Revenues								
Property Tax	32,545,690	32,325,427	99.3%	32,513,456	99.9%	(188,029)	-0.6%	
Motor Vehicle Tax	2,318,000	1,629,187	70.3%	1,616,514	69.7%	12,673	0.8%	
Sales Taxes	25,642,000	14,516,108	56.6%	13,800,762	53.8%	715,346	5.2%	
Franchise Fees	3,707,200	2,015,400	54.4%	2,157,306	58.2%	(141,906)	-6.6%	
Other Taxes	3,350,000	1,871,275	55.9%	1,856,177	55.4%	15,099	0.8%	
Licenses & Permits	1,805,000	1,441,461	79.9%	1,352,074	74.9%	89,387	6.6%	
Charges for Services	4,182,800	4,069,388	97.3%	3,669,882	87.7%	399,507	10.9%	
Fines & Forfeitures	1,250,000	927,537	74.2%	958,877	76.7%	(31,340)	-3.3%	
Earnings on Assets	2,947,100	2,321,741	78.8%	1,985,644	67.4%	336,096	16.9%	
Transfers	2,777,000	846,556	30.5%	1,387,466	50.0%	(540,910)	-39.0%	
All Other	706,351	885,234	125.3%	572,365	81.0%	312,868	54.7%	
Grand Total	\$ 81,231,141	\$ 62,849,313	77.4%	\$ 61,870,521	76.2%	\$ 978,792	1.6%	
Expenditures by Department								
Administration	10,520,742	7,045,895	67.0%	7,367,731	70.0%	(321,836)	-4.4%	
Police	13,706,248	8,982,412	65.5%	10,155,834	74.1%	(1,173,423)	-11.6%	
Fire	11,042,668	7,594,539	68.8%	8,716,005	78.9%	(1,121,466)	-12.9%	
Parks & Recreation	10,878,188	7,128,842	65.5%	7,867,748	72.3%	(738,906)	-9.4%	
Public Works	15,762,138	5,332,340	33.8%	10,351,857	65.7%	(5,019,517)	-48.5%	
Debt Service	10,696,195	10,675,202	99.8%	10,676,195	99.8%	(993)	0.0%	
Economic Development	1,675,000	808,182	48.2%	812,375	48.5%	(4,193)	-0.5%	
Transfers/Non-Expense	13,306,236	4,975,058	37.4%	6,265,333	47.1%	(1,290,275)	-20.6%	
Grand Total	\$ 87,587,415	\$ 52,542,470	60.0%	\$ 62,213,079	71.0%	\$ (9,670,609)	-15.5%	
Expenditures by Character								
Personnel	39,528,400	25,994,095	65.8%	29,666,370	75.1%	(3,672,275)	-12.4%	
Contractual Services	13,070,620	7,545,703	57.7%	9,007,527	68.9%	(1,461,824)	-16.2%	
Commodities	4,236,869	2,515,245	59.4%	2,655,208	62.7%	(139,962)	-5.3%	
Capital	6,769,095	837,166	12.4%	3,942,446	58.2%	(3,105,280)	-78.8%	
Debt	10,676,195	10,675,202	100.0%	10,676,195	100.0%	(993)	0.0%	
Transfers/Non-Expense	13,306,236	4,975,058	37.4%	6,265,333	47.1%	(1,290,275)	-20.6%	
Grand Total	\$ 87,587,415	\$ 52,542,470	60.0%	\$ 62,213,079	71.0%	\$ (9,670,609)	-15.5%	
<i>Revenues Over/ (Under)</i>								
<i>Expenditures</i>	<i>(6,356,274)</i>	<i>10,306,843</i>		<i>(342,558)</i>		<i>10,649,400</i>		
Ending Balance	\$ 66,802,862	\$ 83,465,978	124.9%	\$ 72,816,578	109.0%	\$ 10,649,400	14.6%	

as a % of expenditures

76%

City of Leawood
2025 General Fund Status

Through 3rd Quarter - September 30, 2025

	2025 Budget	2025 YTD				Ahead/ (Behind)	
	Budget	Actual	%	Expected	%		%
Beginning Balance	\$ 38,536,386	\$ 38,536,386		\$ 38,536,386			
Revenues							
Property Taxes	25,897,865	25,722,311	99.3%	25,872,430	99.9%	(150,119)	-0.6%
Vehicle Taxes	1,894,000	1,331,108	70.3%	1,320,639	69.7%	10,469	0.8%
Sales Taxes	22,411,000	12,714,984	56.7%	12,086,792	53.9%	628,192	5.2%
Franchise Fees	3,707,200	2,015,400	54.4%	2,326,377	62.8%	(310,976)	-13.4%
Other Taxes	608,000	293,435	48.3%	297,830	49.0%	(4,395)	-1.5%
Licenses & Permits	1,805,000	1,441,461	79.9%	1,352,074	74.9%	89,387	6.6%
Charges for Services	4,182,800	4,069,388	97.3%	3,662,848	87.6%	406,541	11.1%
Fines & Forfeits	1,250,000	927,537	74.2%	958,877	76.7%	(31,340)	-3.3%
Earnings from Assets	1,753,000	1,284,358	73.3%	1,193,629	68.1%	90,729	7.6%
Transfers	304,000	25,184	8.3%	141,514	46.6%	(116,330)	-82.2%
All Other	30,000	172,521	575.1%	91,081	303.6%	81,440	89.4%
Total	\$ 63,842,865	\$ 49,997,686	78.3%	\$ 49,304,090	77.2%	\$ 693,597	1.4%
Expenditures by Department							
Administration	9,825,742	6,590,839	67.1%	5,755,561	58.6%	835,278	14.5%
Police	13,706,248	8,982,412	65.5%	10,605,814	77.4%	(1,623,403)	-15.3%
Fire	11,716,299	8,080,170	69.0%	9,435,708	80.5%	(1,355,538)	-14.4%
Parks & Recreation	10,708,188	7,126,805	66.6%	8,098,160	75.6%	(971,355)	-12.0%
Public Works	9,073,043	5,332,006	58.8%	6,301,553	69.5%	(969,547)	-15.4%
Transfers	9,446,000	4,942,749	52.3%	3,816,439	40.4%	1,126,310	29.5%
Total	\$ 64,475,520	\$ 41,054,981	63.7%	\$ 44,013,234	68.3%	\$ (2,958,253)	-6.7%
Expenditures by Character							
Personnel	39,528,400	25,994,095	65.8%	29,666,370	75.1%	(3,672,275)	-12.4%
Contractual Services	10,680,620	7,013,127	65.7%	7,291,587	68.3%	(278,459)	-3.8%
Commodities	4,236,869	2,515,245	59.4%	2,655,208	62.7%	(139,962)	-5.3%
Capital Outlay	-	-	-	-	-	-	-
Debt	583,631	582,639	99.8%	583,631	100.0%	(992)	-0.2%
Transfers/Non-Expense	9,446,000	4,949,875	52.4%	3,816,439	40.4%	1,133,436	29.7%
Grand Total	\$ 64,475,520	\$ 41,054,981	63.7%	\$ 44,013,234	68.3%	\$ (2,958,253)	-6.7%
<i>Revenues Over/(Under) Expenditures</i>	<i>(632,655)</i>	<i>8,942,705</i>		<i>5,290,855</i>		<i>3,651,850</i>	
Ending Balance	\$ 37,903,732	\$ 47,479,091	125.3%	\$ 43,827,241	115.6%	\$ 3,651,850	8.3%

as a % of expenditures

58.8%

City of Leawood
Treasurer's Quarterly Financial Statement

3rd Quarter - July 1, 2025 to September 30, 2025

	July 1, 2025				Sept. 30, 2025
	Balance	Receipts	Disbursements	Balance	
Funds					
General	\$ 49,528,587.02	\$ 13,264,957.64	\$ 15,677,512.97	\$ 47,116,031.69	
Debt Service	15,379,563.20	832,617.73	8,410,935.01	7,801,245.92	
Special Alcohol	223,549.44	153,811.54	2,960.00	374,400.98	
Special Highway	4,463,012.50	313,744.47	-	4,776,756.97	
Special Law Enforcement	4,410.80	69.71	-	4,480.51	
Special Parks	2,944,988.99	197,694.92	-	3,142,683.91	
Transient Guest Tax	3,243,069.65	240,916.37	45,767.88	3,438,218.14	
Economic Development	11,530,613.38	676,562.80	83,751.56	12,123,424.62	
Opioid Settlement	60,126.02	-	-	60,126.02	
American Tri-Centennial	9,116.32	142.21	-	9,258.53	
Grants	24,607.73	50.00	9,862.54	14,795.19	
TDD	-	117,284.92	-	117,284.92	
CID Fund	-	431,161.36	-	431,161.36	
City Equipment	9,783,994.21	406,461.35	156,411.76	10,034,043.80	
Capital Improvements	16,770,977.01	278,446.35	270,123.41	16,779,299.95	
Public Safety Improvements	12,572,789.84	666,803.87	107,735.87	13,131,857.84	
Street Improvements	2,571,150.89	40,683.40	-	2,611,834.29	
Info Tech Reserve	1,459,104.82	29,896.18	71,287.81	1,417,713.19	
1/8-Cent Sales Tax	3,139,178.24	558,265.71	-	3,697,443.95	
City Capital Art	357,354.10	5,548.26	12,780.00	350,122.36	
Capital Projects	9,315,458.74	11,844,615.69	20,494,245.04	665,829.39	
Park Impact Fees	553,844.33	8,748.53	-	562,592.86	
Public Art Fee Impact Fees	10,508.13	168.58	-	10,676.71	
So Lea Traffic Impact Fees	211,952.17	3,327.59	-	215,279.76	
135th St Corridor Impact Fees	431,794.17	6,797.76	-	438,591.93	
Risk Management Fund	1,168,833.72	72,566.63	210,449.50	1,030,950.85	
Municipal Court	160,170.27	58,630.25	76,292.74	142,507.78	
Total Available Cash	\$ 145,918,755.69	\$ 30,209,973.82	\$ 45,630,116.09	\$ 130,498,613.42	

Liabilities & Obligations

Temporary Notes	\$ 11,210,000.00
General Obligation Bonds	76,315,000.00
Leases	1,948,939.99
Total Liabilities & Obligations	\$ 89,473,939.99

I do hereby certify that the above statement is correct.

Signed: /s/Don Cawby, City Treasurer



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Patty Bennett, Legal, 913-663-9175, pattyb@leawood.org

AGENDA ITEM

Resolution calling and providing for the giving of notice of a public hearing on the advisability of creating a community improvement district in the City of Leawood, Kansas to be known as Hallbrook North Community Improvement District and regarding the City's intent to consider the levy of a community improvement district sales tax within such district.

SUMMARY

As you may recall, the Hallbrook North Developer is seeking approval of a 1 1/2 cent CID sales tax. The first step in that process is the calling of a public hearing. The attached Resolution schedules that hearing for December 15, 2025 and orders that notice of the hearing be sent to the owners of the property and published twice prior to the date of the hearing.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution scheduling the public hearing.

ATTACHMENTS

[Resolution](#)

[Hallbrook North - CID Petition](#)

(Published in *The Johnson County Post* on November 10, 2025 and November 17, 2025)

RESOLUTION NO. ____

**A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE
OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A
COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LEAWOOD,
KANSAS TO BE KNOWN AS HALLBROOK NORTH COMMUNITY
IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO
CONSIDER THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES
TAX WITHIN SUCH DISTRICT.**

WHEREAS, K.S.A. 12-6a26 *et seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk, proposing the creation of Hallbrook North Community Improvement District (the "CID") under the Act and the imposition of a community improvement district sales tax in order to pay the costs of a portion of the Projects (defined herein); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the City of Leawood, Kansas (the "City") intends to consider creation of the CID and levying a community improvement district sales tax in an amount equal to one and one-half percent (1.5%) as requested in the Petition (the "CID Sales Tax") to pay a portion of the costs of the Projects; and

WHEREAS, the governing body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects described herein, and levying the CID Sales Tax pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

Section 1. The governing body hereby finds and determines that the Petition meets the requirements of the Act.

Section 2. It is hereby authorized, ordered and directed that the governing body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects, and whether to impose the CID Sales Tax and such other matters related thereto, such public hearing to be held on **December 15, 2025** at 7:00 p.m., or as soon thereafter as the matter can be heard, at Leawood City Hall, 4800 Town Center, Leawood, Kansas, under the authority of the Act.

Section 3. The general nature of the proposed CID projects described in the Petition to be constructed within the CID (the "Projects") is to promote the acquisition and development of a new mixed-use commercial development on approximately 34.18+- acres located generally at the northwest corner of College Boulevard and State Line Road in the City, as generally depicted on the attached **Exhibit B** and legally described on the attached **Exhibit A**. The Projects may be more particularly described as the acquisition, construction, and procurement of certain improvements within the CID, including, but not limited to, some or all of the

following: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, and signage, and administrative costs related to establishing and maintaining the CID, and any other items permitted to be financed within the CID under the Act.

Section 4. The total estimated cost of the proposed Projects is \$765,728,205.

Section 5. It is proposed that the Projects be financed through a combination of private equity, private debt, certain public incentive revenues, and CID financing (including the CID Sales Tax), as pay as you go financing as defined in the Act. No special assessments will be levied in connection with the CID.

Section 6. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto and incorporated by reference herein.

Section 7. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official City newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

Section 8. This Resolution shall become effective upon its adoption by the governing body of the City.

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ADOPTED by the City Council on November 3, 2025.

SIGNED by the Mayor on November 3, 2025.

By: _____
Marc E. Elkins, Mayor

[SEAL]

ATTEST:

Stacie Stromberg, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A**LEGAL DESCRIPTION OF PROPOSED
HALLBROOK NORTH COMMUNITY IMPROVEMENT DISTRICT**

ALL THAT PART OF THE SOUTH HALF OF FRACTIONAL SECTION 11 AND ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, BOTH BEING IN TOWNSHIP 13, RANGE 25 AND BOTH BEING IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED BY SCOTT D. CONFER, KS LS-1249, PHELPS ENGINEERING, INC. PROJECT NO. 220702 DATED SEPTEMBER 19, 2023, TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 11; THENCE NORTH 88 DEGREES 01 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 11, A DISTANCE OF 253.80 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 1058.02 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COLLEGE BOULEVARD, AS ESTABLISHED BY THE QUIT CLAIM DEED RECORDED IN BOOK 4723 AT PAGE 610 IN THE OFFICE OF THE REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 65 DEGREES 39 MINUTES 08 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 68.55 FEET; THENCE NORTH 66 DEGREES 55 MINUTES 48 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 123.33 FEET; THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, SAID LINE BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 66 DEGREES 51 MINUTES 03 SECONDS WEST, A RADIUS OF 792.44 FEET, AN ARC DISTANCE 155.25 FEET; THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD AS ESTABLISHED BY THE QUIT CLAIM DEED RECORDED IN BOOK 4723 AT PAGE 610 AND ESTABLISHED BY THE QUIT CLAIM DEED RECORDED IN BOOK 4723 AT PAGE 653 IN SAID REGISTER OF DEEDS OFFICE, SAID LINE BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 76 DEGREES 50 MINUTES 02 SECONDS WEST, A RADIUS OF 791.03 FEET, AN ARC DISTANCE OF 89.45 FEET; THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID COLLEGE BOULEVARD, A DISTANCE OF 82.04 FEET; THENCE NORTH 01 DEGREE 56 MINUTES 43 SECONDS WEST, A DISTANCE OF 153.84 FEET, TO THE SOUTHWEST CORNER OF LOT 1, LEAWOOD DOG PARK, A SUBDIVISION IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTH 87 DEGREES 59 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 110.00 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01 DEGREE 56 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 425.00 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 129.23 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 17.40 FEET; THENCE NORTH 85 DEGREES 48 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 34.02 FEET; THENCE NORTH 41 DEGREES 20 MINUTES 52 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 160.95 FEET; THENCE NORTH 10 DEGREES 37 MINUTES 38

SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 340.80 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 11 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 153.59 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 42 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 119.56 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 101.55 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 435, AS ESTABLISHED BY WARRANTY DEED RECORDED IN BOOK 4160 AT PAGE 512 IN SAID REGISTER OF DEEDS OFFICE; THENCE NORTH 89 DEGREES 32 MINUTES 54 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 435, A DISTANCE OF 637.54 FEET; THENCE SOUTH 26 DEGREES 13 MINUTES 25 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 435, A DISTANCE OF 108.21 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE LINE ROAD, AS ESTABLISHED BY THE DEED OF DEDICATION RECORDED IN BOOK 3633 AT PAGE 914 IN SAID REGISTER OF DEEDS OFFICE; THENCE SOUTH 02 DEGREES 10 MINUTES 14 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD, A DISTANCE OF 1721.31 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD, SAID LINE BEING A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 81.34 FEET; THENCE NORTH 65 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD, A DISTANCE OF 21.18 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD; THENCE NORTH 65 DEGREES 32 MINUTES 36 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 80.49 FEET; THENCE NORTH 68 DEGREES 16 MINUTES 34 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 480.50 FEET; THENCE NORTH 65 DEGREES 39 MINUTES 08 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 102.71 FEET, TO THE POINT OF BEGINNING, CONTAINING 34.1844 ACRES, MORE OR LESS.

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EXHIBIT B

**MAP OF PROPOSED
HALLBROOK NORTH COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Johnson County, Leawood, Kansas:



**PETITION FOR THE CREATION OF THE HALLBROOK NORTH
COMMUNITY IMPROVEMENT DISTRICT**

TO: Governing Body,
City of Leawood, Kansas

The undersigned, being the owner of record, whether resident or not, of the following (“**Petitioner**”)

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petitions the City of Leawood, Kansas (the “**City**”) to create a community improvement district (the “**CID**”) and authorize the proposed community improvement district project (the “**CID Project**”) hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, et seq. (the “**Act**”). In furtherance of such request, the Petitioner states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map generally depicting the proposed community improvement district (the “**District**”) is attached hereto as **Exhibit A**. The legal description of the District is attached hereto as **Exhibit B**.

2. GENERAL NATURE OF THE PROJECTS

The general nature of the proposed projects to be funded in part by the District (the “**Project**”) is to promote the acquisition, development, operation, and maintenance of a new mixed-use commercial development on approximately 34.18+- acres located generally at the northwest corner of College Boulevard and State Line Road in the City of Leawood, Johnson County, Kansas, as generally depicted on the attached **Exhibit A** and legally described on the attached **Exhibit B**. The Project may be more particularly described as the acquisition, construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to, some or all of the following: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Project, and administrative costs related to establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. ESTIMATED COST

The estimated or probable cost of the Project is approximately \$765,728,205.

4. PROPOSED METHOD OF FINANCING

It is proposed that the Projects be financed through a combination of private equity, private debt, and certain public incentive revenues. It is proposed that community improvement district revenue will be made available to finance the cost of the Projects through the issuance of pay-as-you-go financing, as defined in the Act.

5. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Project be financed in part through the levying of a community improvement retail sales tax as authorized by the Act at a rate of one and one half percent (1.5%), with such sales tax to continue for a term of twenty-two (22) years, commencing on such date as KCL Hallbrook North, LLC, a Kansas limited liability company, its successors or assigns (“Developer”) may request in accordance with the terms and conditions of the development agreement to be entered between Developer and the City in connection with the Project.

6. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

It is not being proposed hereunder that the Project be financed through the levying of assessments.

7. NOTICE TO PETITION SIGNATORY

Names may not be withdrawn from this Petition by any signatory hereto after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

[Remainder of this page intentionally left blank; signature page(s) and exhibit(s) follow]

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing petition to create the District at the date set forth opposite its signature below.

KCL HALLBROOK NORTH, LLC
a Kansas limited liability company

By: Dave Harrison
Name: Dave Harrison
Title: Manager

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 14th day of October, 2025, before me personally appeared Dave Harrison to me personally known, who being by me duly sworn did say that s/he is President of KCL HALLBROOK NORTH, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of limited liability company and acknowledged to me that s/he executed the same as the free act and deed of such limited liability company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Tricia Kay Paulson
Notary Public
Print Name: Tricia K. Paulson

My commission expires:

9-24-2027

TRICIA KAY PAULSON
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23959298
My Commission Expires 09-24-2027

EXHIBIT A
MAP OF DISTRICT



[Exhibit A—Petition for Creation of Hallbrook North CID]

EXHIBIT B**LEGAL DESCRIPTION OF DISTRICT**

ALL THAT PART OF THE SOUTH HALF OF FRACTIONAL SECTION 11 AND ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, BOTH BEING IN TOWNSHIP 13, RANGE 25 AND BOTH BEING IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED BY SCOTT D. CONFER, KS LS-1249, PHELPS ENGINEERING, INC. PROJECT NO. 220702 DATED SEPTEMBER 19, 2023, TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 11; THENCE NORTH 88 DEGREES 01 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 11, A DISTANCE OF 253.80 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 1058.02 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COLLEGE BOULEVARD, AS ESTABLISHED BY THE QUIT CLAIM DEED RECORDED IN BOOK 4723 AT PAGE 610 IN THE OFFICE OF THE REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 65 DEGREES 39 MINUTES 08 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 68.55 FEET; THENCE NORTH 66 DEGREES 55 MINUTES 48 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 123.33 FEET; THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, SAID LINE BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 66 DEGREES 51 MINUTES 03 SECONDS WEST, A RADIUS OF 792.44 FEET, AN ARC DISTANCE 155.25 FEET; THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD AS ESTABLISHED BY THE QUIT CLAIM DEED RECORDED IN BOOK 4723 AT PAGE 610 AND ESTABLISHED BY THE QUIT CLAIM DEED RECORDED IN BOOK 4723 AT PAGE 653 IN SAID REGISTER OF DEEDS OFFICE, SAID LINE BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 76 DEGREES 50 MINUTES 02 SECONDS WEST, A RADIUS OF 791.03 FEET, AN ARC DISTANCE OF 89.45 FEET; THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID COLLEGE BOULEVARD, A DISTANCE OF 82.04 FEET; THENCE NORTH 01 DEGREE 56 MINUTES 43 SECONDS WEST, A DISTANCE OF 153.84 FEET, TO THE SOUTHWEST CORNER OF LOT 1, LEAWOOD DOG PARK, A SUBDIVISION IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTH 87 DEGREES 59 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 110.00 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01 DEGREE 56 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 425.00 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 129.23 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 17.40 FEET; THENCE NORTH 85 DEGREES 48 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 34.02 FEET; THENCE NORTH 41 DEGREES 20 MINUTES 52 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 160.95 FEET; THENCE NORTH 10 DEGREES 37 MINUTES 38

[Exhibit B– Petition for Creation of Hallbrook North CID]

SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 340.80 FEET; THENCE NORTH 05 DEGREES 51 MINUTES 11 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 153.59 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 42 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 119.56 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 101.55 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 435, AS ESTABLISHED BY WARRANTY DEED RECORDED IN BOOK 4160 AT PAGE 512 IN SAID REGISTER OF DEEDS OFFICE; THENCE NORTH 89 DEGREES 32 MINUTES 54 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 435, A DISTANCE OF 637.54 FEET; THENCE SOUTH 26 DEGREES 13 MINUTES 25 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 435, A DISTANCE OF 108.21 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE LINE ROAD, AS ESTABLISHED BY THE DEED OF DEDICATION RECORDED IN BOOK 3633 AT PAGE 914 IN SAID REGISTER OF DEEDS OFFICE; THENCE SOUTH 02 DEGREES 10 MINUTES 14 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD, A DISTANCE OF 1721.31 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD, SAID LINE BEING A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 81.34 FEET; THENCE NORTH 65 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE LINE ROAD, A DISTANCE OF 21.18 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD; THENCE NORTH 65 DEGREES 32 MINUTES 36 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 80.49 FEET; THENCE NORTH 68 DEGREES 16 MINUTES 34 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 480.50 FEET; THENCE NORTH 65 DEGREES 39 MINUTES 08 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID COLLEGE BOULEVARD, A DISTANCE OF 102.71 FEET, TO THE POINT OF BEGINNING, CONTAINING 34.1844 ACRES, MORE OR LESS.



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Patty Bennett, Legal, 913-663-9175, pattyb@leawood.org

AGENDA ITEM

Resolution of the Governing Body of the City of Leawood, Kansas establishing the date and time of a public hearing regarding the adoption of a Redevelopment Project Plan pursuant to K.S.A. 12-1770 et seq. [Hallbrook North]

SUMMARY

Attached is a Resolution calling a public hearing on the adoption of a Redevelopment Project Plan for Tax Increment Financing for Hallbrook North. The hearing is to be held on December 15, 2025. The City Clerk will send a copy of the Resolution to the Board of County Commissioners and to the Blue Valley Board of Education and to each owner of the land, as indicated in Section 4 of the resolution. Additionally, notice shall be published in the official City newspaper prior to the hearing.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution scheduling a public hearing.

ATTACHMENTS

[Resolution - PH on TIF Project Plan - Hallbrook North \(Leawood\)](#)

(Published in *The Johnson County Post* on December 1, 2025)

RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LEAWOOD,
KANSAS ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING
REGARDING THE ADOPTION OF A REDEVELOPMENT PROJECT PLAN
PURSUANT TO K.S.A. 12-1770 ET SEQ.**

WHEREAS, the City of Leawood, Kansas (the “City”), by the passage of Ordinance No. 3190 on October 6, 2025, created a redevelopment district (the “Redevelopment District”) consisting of two or more redevelopment project areas, all pursuant to K.S.A. 12-1770 *et seq.* as amended (the “Act”); and

WHEREAS, the City is considering the adoption of a redevelopment project plan entitled Tax Increment Financing Redevelopment Project Plan for Project Area 1 of Hallbrook North Redevelopment District (the “Project Plan”) which provides for the redevelopment of the Project Area 1 (“Project Area 1”) within the Redevelopment District; and

WHEREAS, a copy of the Project Plan was delivered by the City to the Board of County Commissioners of Johnson County and to the Board of Education of Unified School District No. 229; and

WHEREAS, on October 28, 2025, the Planning Commission of the City made a finding that the Project Plan is consistent with the intent of the City’s comprehensive plan for the development of the City.

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

Section 1. Notice is hereby given that a public hearing will be held by the City to consider the adoption of the Project Plan on **December 15, 2025** at 7:00 p.m., or as soon thereafter as the matter can be heard, at Leawood City Hall, 4800 Town Center, Leawood, Kansas.

Section 2. The boundaries of the Redevelopment District are shown on **Exhibit A** attached hereto and incorporated herein. The Project Plan is for the redevelopment of Project Area 1, which is shown on **Exhibit A** and legally described on **Exhibit B**.

Section 3. Copies of the Project Plan, including a summary of the feasibility study, relocation assistance plan and financial guarantees of the developer, and a description and map of the Redevelopment District and Project Area 1 are available for inspection in the offices of the City Clerk, Leawood City Hall, 4800 Town Center, Leawood, Kansas, Monday through Friday (other than holidays) between 9:00 a.m. and 5:00 p.m.

Section 4. The City Clerk shall send a copy of this Resolution via certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, to the Board of Education of Unified School District No. 229, and to each owner and occupant of land within Project Area 1. Such copies shall be sent not more than 10 days following the date of adoption of this Resolution. The City Clerk shall also cause this Resolution and all exhibits hereto, to be published once in the official City newspaper not less than one week nor more than two weeks preceding the date fixed for the public hearing.

Section 5. This Resolution shall become effective upon its adoption by the governing body of the City.

[Balance of page intentionally left blank]

ADOPTED by the City Council on November 3, 2025.

SIGNED by the Mayor on November 3, 2025.

By: _____
Marc E. Elkins, Mayor

[SEAL]

ATTEST:

Stacie Stromberg, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

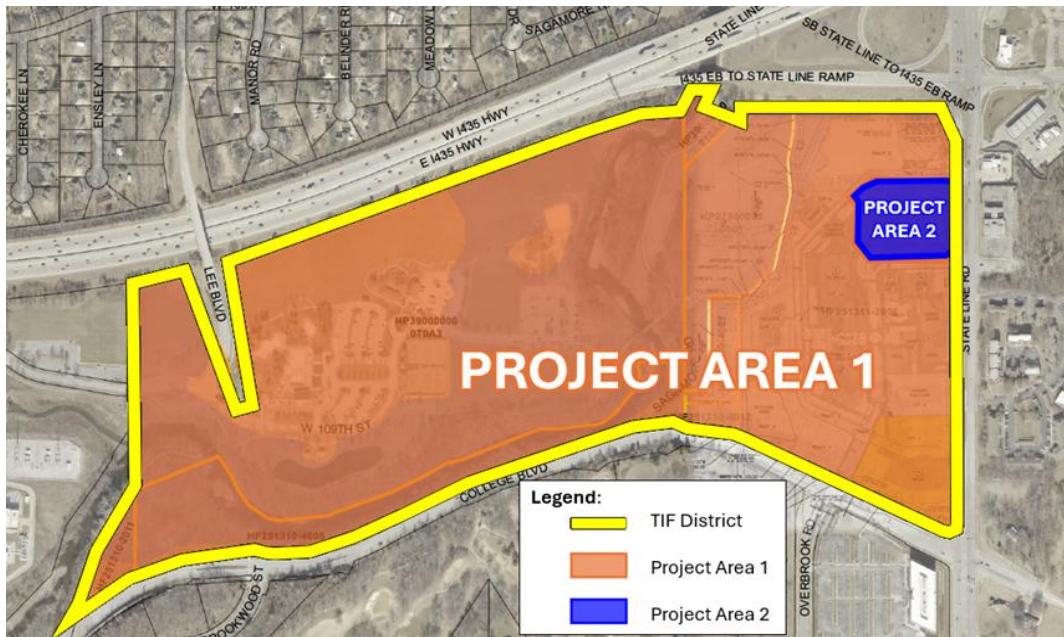
EXHIBIT A**MAP OF REDEVELOPMENT DISTRICT AND PROJECT AREA 1**

EXHIBIT B**LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT
AND PROJECT AREA 1****REDEVELOPMENT DISTRICT:**

All that part of South Half of Section 10, and all that part of the South Half of Fractional Section 11, all in Township 13, Range 25, and all in the City of Leawood, Johnson County, Kansas, together with all that part of Tract "A", LEAWOOD GREENWAY AND PARKS, a subdivision in said City, County and State, together with all of Lot 1, LEAWOOD DOG PARK, a subdivision in said City, County and State, described by Phelps Engineering, Inc. CLS-82 Project No. 220702 dated July 10, 2025, to wit:

Commencing at the Southwest corner of said Fractional Section 11; thence N 88°01'55" E, along the South line of said Fractional Section 11, a distance of 253.80 feet; thence N 2°10'14" W, a distance of 1058.02 feet, to a point on the North Right-Of-Way line of College Boulevard, as established by the Quit Claim Deed recorded in Book 4723 at Page 610 in the Office of the Register Of Deeds, Johnson County, Kansas, said point being the Point of Beginning; thence N 65°39'08" W, along the North Right-Of-Way line of said College Boulevard, a distance of 68.55 feet; thence N 66°55'48" W, along the North Right-Of-Way line of said College Boulevard, a distance of 123.33 feet; thence Northwesterly, along the North Right-Of-Way line of said College Boulevard, said line being a curve to the left having an initial tangent bearing of N 66°51'03" W, a radius of 792.44 feet, an arc distance of 155.25 feet; thence Northwesterly, along the North Right-Of-Way line of said College Boulevard as established by the Quit Claim Deed recorded in Book 4723 at Page 610 and established by the Quit Claim Deed recorded in Book 4723 at Page 653 in said Register Of Deeds Office, said line being a curve to the left having an initial tangent bearing of N 76°50'02" W, a radius of 791.03 feet, an arc distance of 89.45 feet; thence N 78°57'33" W, along the North Right-Of-Way line of said College Boulevard, a distance of 82.04 feet; thence N 79°50'31" W, along the North Right-Of-Way line of said College Boulevard as established by the Quit Claim Deed recorded in Book 4723 at Page 624 in said Register Of Deeds Office, a distance of 47.76 feet; thence S 83°56'59" W, along the North line of said College Boulevard, a distance of 168.17 feet; thence S 66°24'15" W, along the North line of said College Boulevard, a distance of 165.99 feet; thence S 68°16'50" W, along the North line of said College Boulevard, a distance of 200.23 feet; thence S 71°00'00" W, along the North line of said College Boulevard, a distance of 247.00 feet; thence Southwesterly along the North line of said College Boulevard on a curve to the left, said curve having an initial tangent bearing of S 71°08'36" W and a radius of 990.89 feet, an arc distance of 200.13 feet; thence S 60°19'03" W, along the North line of said College Boulevard, a distance of 361.01 feet; thence S 60°00'00" W, along the North line of said College Boulevard, a distance of 98.99 feet; thence S 65°33'20" W, along the North line of said College Boulevard, a distance of 76.94 feet; thence Westerly along the North line of said College Boulevard on a curve to the right, said curve having an initial tangent bearing of S 67°35'20" W and a radius of 1009.78 feet, an arc distance of 226.41 feet; thence S 83°20'24" W, along the North line of said College Boulevard, a distance of 125.77 feet; thence N 79°31'26" W, along the North line of said College Boulevard, a distance of 41.36 feet; thence S 87°00'00" W, along the North line of said College Boulevard, a distance of 41.00 feet; thence S 75°06'40" W, along the North line of said College Boulevard, a distance of 38.83 feet; thence S 87°00'00" W, along the North line of said College Boulevard, a distance of 149.00 feet; thence S 79°32'25" W, along the North line of said College Boulevard, a distance of 98.78 feet; thence Southwesterly along the North line of said College Boulevard on a curve to the left, said curve having an initial tangent bearing of S 80°03'36" W and a radius of 795.03 feet, an arc distance of 325.78 feet; thence S 56°40'09" W, along the North line of said College Boulevard, a distance of 12.63 feet; thence Southwesterly along the North line of said College Boulevard on a curve to the left, said curve having an initial tangent bearing of S 63°58'58" W and a radius of 900.00 feet, an arc distance of 93.72 feet; thence S 58°01'00" W, along the North line of said College Boulevard, a distance of 119.76 feet, to a point on the East line of said Tract "A"; thence N 14°32'17" E, along the East line of said

Tract "A", a distance of 136.97 feet; thence N 19°50'17" E, along the East line of said Tract "A", a distance of 160.00 feet; thence N 27°25'03" E, along the East line of said Tract "A", a distance of 309.42 feet, to a point on the West line of the Southeast Quarter of said Section 10; thence N 1°56'39" W, along the West line of the Southwest Quarter of said Section 10, a distance of 376.45 feet; thence N 1°56'22" W, along the West line of the Southwest Quarter of said Section 10, and along the West line of said Tract "A", a distance of 563.95 feet, to a point on the South Right-Of-Way line of Interstate Highway 435 as established in the Corporation Warranty Deed recorded in Book 481 Misc. at Page 594, in said Register Of Deeds Office; thence Easterly along the South Right-Of-Way line of said Interstate Highway 435 on a curve to the left, said curve having an initial tangent bearing of N 77°08'46" E and a radius of 5879.58 feet, an arc distance of 230.60 feet, to a point on the West Right-Of-Way line of Lee Boulevard as established in the Quit Claim Deed recorded in Book 481 Misc. at Page 489 in said Register of Deeds Office; thence S 24°50'50" E, along the West Right-Of-Way line of said Lee Boulevard, a distance of 456.16 feet; thence S 16°01'33" E, along the West Right-Of-Way line of said Lee Boulevard, a distance of 200.50 feet; thence N 88°20'42" E, along the South Right-Of-Way line of said Lee Boulevard, a distance of 51.64 feet; thence N 16°01'33" W, along the East Right-Of-Way line of said Lee Boulevard, a distance of 213.32 feet; thence N 6°20'01" W, along the East Right-Of-Way line of said Lee Boulevard, a distance of 457.41 feet, to a point on the South Right-Of-Way line of said Interstate Highway 435; thence Easterly along the South Right-Of-Way line of said Interstate Highway 435 on a curve to the left, said curve having an initial tangent bearing of N 72°58'45" E and a radius of 5879.58 feet, an arc distance of 757.30 feet; thence N 65°36'02" E, along the South Right-Of-Way line of said Interstate Highway 435, a distance of 904.72 feet; thence N 71°07'38" E, along the South Right-Of-Way line of Interstate Highway 435 as established by the Deed of Dedication recorded in Volume 4106 at Page 741, a distance of 301.50 feet; thence S 89°38'38" E, along the South Right-Of-Way line of said Interstate Highway 435, a distance of 143.18 feet; thence N 29°59'10" E, along the South Right-Of-Way line of said Interstate Highway 435, a distance of 116.83 feet; thence N 82°41'01" E, along the South Right-Of-Way line of said Interstate Highway 435, a distance of 68.01 feet; thence S 22°29'24" W, along the South Right-Of-Way line of said Interstate Highway 435, a distance of 84.90 feet; thence S 77°03'55" E, along the South Right-Of-Way line of said Interstate Highway 435, a distance of 162.82 feet, to a point on the West line of said Lot 1; thence N 2°00'37" W, along the West line of said Lot 1, and along the South Right-Of-Way line of said Interstate Highway 435, a distance of 6.83 feet, to the Northwest corner of said Lot 1; thence N 89°32'54" E, along the North line of said Lot 1, and along the South Right-Of-Way line of said Interstate Highway 435 as established in the Warranty Deed recorded in Volume 4160 at Page 512 in said Register of Deeds Office, a distance of 882.66 feet; thence S 26°13'25" E, along the South Right-Of-Way line of said Interstate Highway 435 as established in the Condemnation Case No. 35708 recorded in Book 170 Misc. at Page 289 in said Register of Deeds Office, a distance of 108.21 feet; thence S 2°10'14" E, along the West Right-Of-Way line of State Line Road as established by the Deed of Dedication recorded in Book 3633 at Page 914 in said Register of Deeds Office, a distance of 1721.31 feet; thence Southwesterly along the West Right-Of-Way line of said State Line Road on a curve to the right, said curve being tangent to the last described course and having a radius of 40.00 feet, an arc distance of 81.34 feet; thence N 65°39'12" W, along the West Right-Of-Way line of said State Line Road, a distance of 21.18 feet; thence N 65°32'36" W, along the North Right-Of-Way line of said College Boulevard as established by the Quit Claim Deed recorded in Book 4723 at Page 653 in said Register of Deeds Office, a distance of 80.49 feet; thence N 68°16'34" W, along the North Right-Of-Way line of said College Boulevard, a distance of 480.50 feet; thence N 65°39'08" W, along the North Right-Of-Way line of said College Boulevard, a distance of 102.71 feet, to the Point of Beginning, containing 121.9694 acres, more or less.

PROJECT AREA 1:

Includes the legal description of the Redevelopment District above, LESS AND EXCEPT:

All that part of the south half of Fractional Section 11, Township 13, Range 25, in the City of Leawood, Johnson County, Kansas, described by Phelps Engineering, Inc. CLS-82 Project No. 220702 dated August 11, 2025, to wit:

Commencing at the southwest corner of said Fractional Section 11; thence North 88 degrees 01 minutes 55 seconds East, along the south line of said Fractional Section 11, a distance of 253.80 feet; thence North 02 degrees 10 minutes 14 seconds West, a distance of 1058.02 feet, to a point on the north right-of-way line of College Boulevard, as established by the Quit Claim Deed recorded in Book 4723 at Page 610 in the Office of the Register of Deeds, Johnson County, Kansas; thence southeasterly along the north right-of-way line of said College Boulevard for the following four (4) courses; thence South 65 degrees 39 minutes 08 seconds East, a distance of 102.71 feet; thence South 68 degrees 16 minutes 34 seconds East, a distance of 480.50 feet; thence South 65 degrees 32 minutes 36 seconds East, a distance of 80.49 feet; thence South 65 degrees 39 minutes 12 seconds East, a distance of 21.18 feet; thence northeasterly along the north right-of-way line of said College Boulevard and along the west right-of-way line of State Line Road as established by the Deed of Dedication recorded in Book 3633 at Page 914 in the Office of the Register of Deeds, Johnson County, Kansas, said line being a curve to the left, tangent to the last described course, having a radius of 40.00 feet, and an arc distance of 81.34 feet; thence North 02 degrees 10 minutes 14 seconds West, along the west right-of-way line of said State Line Road, a distance of 1414.07 feet to the point of beginning; thence South 06 degrees 27 minutes 23 seconds West, a distance of 40.50 feet; thence South 02 degrees 10 minutes 12 seconds East, a distance of 177.00 feet; thence South 57 degrees 12 minutes 00 seconds West, a distance of 42.95 feet; thence South 87 degrees 12 minutes 00 seconds West, a distance of 251.57 feet; thence North 02 degrees 48 minutes 00 seconds West, a distance of 59.66 feet; thence South 87 degrees 12 minutes 00 seconds West, a distance of 121.29 feet; thence North 02 degrees 48 minutes 00 seconds West, a distance of 226.79 feet; thence North 42 degrees 11 minutes 53 seconds East, a distance of 35.72 feet; thence northeasterly on a curve to the right, said curve being tangent to the last described course, having a radius of 84.00 feet, and an arc distance of 66.90 feet; thence North 87 degrees 49 minutes 46 seconds East, a distance of 307.98 feet; thence South 59 degrees 07 minutes 39 seconds East, a distance of 16.62 feet; thence South 02 degrees 10 minutes 14 seconds East, a distance of 9.94 feet; thence North 87 degrees 49 minutes 46 seconds East, a distance of 12.08 feet to a point on the west right-of-way line of said State Line Road; thence South 02 degrees 10 minutes 14 seconds East, along the west right-of-way line of said College Boulevard, a distance of 75.21 feet to the point of beginning, containing 2.9668 acres, more or less.

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CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: David Ley, Public Works, 913-663-9131, davidl@leawood.org

AGENDA ITEM

Resolution approving and authorizing the Mayor to execute an Independent Contractor Agreement between the City and JR & Co., Inc., in an amount not to exceed \$19,372.00, pertaining to the replacement of the fascia and drip edge at Fire Station #3 (PW)

SUMMARY

This agreement is for removal and storage of the gutters, replacement of the facia and drip edge and reinstallation of the gutters on Fire Station #3. The existing facia was installed incorrectly when the building was constructed. The screws were too short and the contractor did not hit the studs with the screws which is causing the gutters to pull away from the fascia.

BUDGET INFORMATION

Although below the threshold typically required for Governing Body approval, staff is presenting this unforeseen repair because it was not included in the 2025 revised capital budget's facility improvement schedule. However, due to delays in other Public Buildings Reserve Fund projects, this will not cause total fund expenditures to exceed the amount appropriated in the 2025 revised capital budget.

Expenditure Amount:

\$19,372.00

Budget Line Item Number:

Public Buildings Reserve Fund

STAFF RECOMMENDATION

Staff recommends approval of the contract.

ATTACHMENTS

[Resolution](#)
[Agreement](#)

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY AND JR & CO., INC., IN AN AMOUNT NOT TO EXCEED \$19,372.00, PERTAINING TO THE REPLACEMENT OF THE FASCIA AND DRIP EDGE AT FIRE STATION #3

WHEREAS, the City is in need of services pertaining to the repair of the drip edge and fascia at Fire Station #3; and

WHEREAS, JR & Co., 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 JR & Co., Inc., in an amount not to exceed \$19,372.00, 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 3rd day of November, 2025.

APPROVED by the Mayor this 3rd day of November, 2025.

[SEAL]

Marc E. Elkins, Mayor

ATTEST:

Stacie Stromberg, 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 JR & CO., INC. ("Independent Contractor"), dated NOVEMBER 3, 2025.

The Independent Contractor is a (n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 1201 W. 31st Street, Suite 1
City/State/ZIP: Kansas City, MO 64108
Phone 816-587-6148
Email: zach.stamatis@jrcousa.com

The Independent Contractor's Social Security or Employer Identification Number is: 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: **Provide all labor, materials, and equipment necessary to furnish and install new drip edge and fascia at Leawood Fire Station #3, 14801 Mission Rd., as further set forth in the JR & CO., INC. Proposal, dated October 14, 2025, attached hereto as Exhibit A and incorporated herein by reference.**

In addition to any manufacturer's warranty, Independent Contractor warrants to City that the workmanship provided hereunder shall be free from defects caused by faulty workmanship for a period of two years from substantial completion. Upon substantial completion Independent Contractor will issue a warranty certificate for the specified timeframe. The City shall possess the certificate and shall produce upon making a request for repair or for warranty transfer.

All work shall be coordinated with City representative: Clayton Hall, Facilities Supervisor, at times approved in advance.

B. Term of Agreement

This contract shall commence on NOVEMBER 3, 2025 and shall be concluded on or before NOVEMBER 30, 2025.

C. Terms of Payment

The City shall pay Independent Contractor as follows: **NINETEEN THOUSAND, THREE HUNDRED SEVENTY-TWO DOLLARS AND NO/CENTS (\$19,372.00)** with 50% of the total amount due following delivery of materials to job site.

City agrees to remit progress payments 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

General: Independent Contractor will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Independent Contractor will provide certificates of insurance and renewals thereof on forms acceptable to City, and will list the City as an additional insured on both the general liability and automobile liability. The policies will be endorsed to provide City at least thirty (30) days prior written notice of cancellation of any policy listed on the Certificate. Independent Contractor is required to promptly notify City if the available limits of liability fall below the minimum limits noted herein. All policies shall include a waiver of subrogation provision.

1. Commercial General Liability:

Limits -

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

2. Business Automobile Liability: Policy will protect Independent 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 in an amount of not less than \$1,000,000 Each Accident, Combined Single Limit and will include coverage for uninsured motorists in the minimum amount of \$1,000,000.

3. Worker's Compensation: This insurance will protect Independent Contractor against all claims under applicable state workers' compensation laws. Independent

Contractor will also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits must not be less than the following:

Workers' Compensation: Statutory

Employers 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. **Umbrella Liability:** Umbrella or excess liability policy in the minimum amount of \$1,000,000, each occurrence \$1,000,000 aggregate. The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

- a) General Liability;
- b) Automobile Liability; and
- c) Employers' Liability

5. **Industry Ratings:** City will only accept coverage from an insurance carrier who offers proof that it:

- a) Is authorized to do business in the State of Kansas;
- b) Carries a Best's policyholder rating of A- or better; and
- c) Carries at least a Class VIII financial rating.

or is otherwise approved by the City.

6. **Subcontractor Insurance:** If any part of this contract is to be subcontracted, the Contractor shall either cover all subcontractors under its insurance policies; or require each subcontractor not so covered to secure insurance that will protect it against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City in writing.

G. 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.

H. Independent Contractor Status

The Independent Contractor expressly represents and warrants to City that (1) they are not and shall not be construed to be an employee of City and that their status shall be that of an independent contractor for which they are solely responsible for their 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.

I. 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.

Independent Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Independent Contractor shall comply with the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as implemented by the Department of Treasury regulations, 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

J. 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.

K. 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.

L. 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. In the event of a conflict between this Agreement and Exhibit A, this Agreement controls.

M. 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.

N. 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.

O. 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.

P. Other Applicable Federal Statutes, laws, regulations, and provisions

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Independent Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Independent Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.

Q. Warranty

Workmanship: In addition to any manufacturer's warranty, Independent Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of 24 months after substantial completion of the Work. Upon substantial completion Independent Contractor will issue a warranty certificate for the specified timeframe. The City shall possess the certificate and shall produce upon making a request for repair or for warranty transfer.

Entire Warranty: THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Independent Contractor's Obligation: Independent Contractor shall correct any defects due to faulty workmanship, which appear within 24 months after substantial completion of Independent Contractor's Work. Independent Contractor's obligation and liability under this warranty are limited to the repair or replacement of any defective workmanship, at City's site, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by City from any cause, including defects covered by this paragraph.

Exclusions: This warranty does not cover any failure or defect resulting from:

- a. Harmful chemicals, fumes, or vapors;
- b. Vandalism or physical abuse;

- c. Lack of proper maintenance and repair;
- d. Unauthorized penetrations or repairs;
- e. Customer purchase materials or equipment;
- f. Acts beyond the reasonable control of Independent Contractor, including without limitation, sovereign acts, legislation, fire, flood, earthquake, tornado, explosions, acts of God, or other catastrophic events.

Notice: Any warranty claim must be presented in writing to Independent Contractor within 24 months after the substantial completion of Independent Contractor's Work, or the claim shall be waived.

Q. Exclusions

The following are excluded from this Agreement: Permit, prevailing wage, bonding, MBE, WBE, SDVE, NIST SP 800-171, handling of unclassified controlled technical information, walk pad not specified above, cover board, substrate board, vapor barrier, flat stock insulation, tapered insulation not specified above, decking repair/replacement, wood nailer, rough carpentry, wood repair or replacement not specified above, doors/windows, existing structural defects on structure, structural supports, engineering for load capacities and structural integrity, structural upgrades due to code or deficiencies, glazing, any sheet metal flashings not specified above, masonry/stone, electrical, mechanical, roof paver pedestal system, roof hatch, roof hatch safety railing, ladder up post, roof access ladder, asbestos abatement, mold remediation, interior insulation, soffit, siding/stucco repair or replacement, painting of any surface not part of the roofing system, tree trimming, glass replacement, grass repair or reseeding, shrub or flower replacement, compensation due to construction traffic, noise, or storage of materials and equipment or loss or impairment of view because of same.

CITY OF LEAWOOD, KANSAS

By: _____
Marc E. Elkins, Mayor

ATTEST:

Stacie Stromberg, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney

INDEPENDENT CONTRACTOR

JR & CO., INC.

By: Zach Stamatis
Zach Stamatis (Oct. 17, 2025 13:14:26 CDT)

Title: Sales Executive

Address: 1201 W 31st St #1, Kansas City, MO 64108

Email zach.stamatis@jrcousa.com

Date: 10/17/2025

City of Leawood Fire Station

Tuesday, October 14, 2025

PROPOSAL VALID FOR 30 DAYS



Zach Stamatis
(816) 587-6148
zach.stamatis@jrcousa.com

JR & CO., Inc.
1201 W. 31st St., Suite 1,
Kansas City, MO 64108



Project Name	City of Leawood Fire Station		
Project Address	14801 Mission Rd, Leawood, KS 66224		
Client	Clayton Hall	Client Contact	Clayton Hall
Contact Phone	913-486-5488	Contact Email	chall@leawood.org
Client Address	14801 Mission Rd, Leawood, KS 66224		

Summary: Per our inspection of the existing roofing system we have found the need to provide the following scope of work to protect the interior envelope of the building from water intrusion.

Scope of Work:

Drip Edge & Fascia

1. Set-up staging area for roofing as agreed upon between client and JR & Co.
2. Provide all necessary protection needed to guard structures from the execution of our work.
3. Set up all required safety as required by OSHA.
4. Remove and store existing gutters for later use
5. Remove and dispose existing fascia, as required to allow the application of the proposed roofing system.
6. Furnish and install new drip edge
7. Furnish and install 24GA Steel shop fabricated sheet metal fascia, installed per SMACNA details. (Standard Colors)
8. Install the stored gutter back to their original location
9. Provide daily cleanup of work area.

2 Year Workmanship Warranty

ROOFING PRICE: \$19,372.00

Page 1 of 2

City of Leawood Fire Station

KRRA: 17-007750, FL: CCC1330255,
FL: CCC1333170, OK: 80002343,
AZ: ROC 327021, IL: 104.018989, CA: 1098238

Initials: _____

Date of Last Revision December 22, 2021

Exclusions: Permit, prevailing wage, bonding, MBE, WBE, SDVE, NIST SP 800-171, handling of unclassified controlled technical information, walk pad not specified above, cover board, substrate board, vapor barrier, flat stock insulation, tapered insulation not specified above, decking repair/replacement, wood nailer, rough carpentry, wood repair or replacement not specified above, doors/windows, existing structural defects on structure, structural supports, engineering for load capacities and structural integrity, structural upgrades due to code or deficiencies, glazing, any sheet metal flashings not specified above, masonry/stone, electrical, mechanical, roof paver pedestal system, roof hatch, roof hatch safety railing, ladder up post, roof access ladder, asbestos abatement, mold remediation, interior insulation, soffit, siding/stucco repair or replacement, painting of any surface not part of the roofing system, tree trimming, glass replacement, grass repair or reseeding, shrub or flower replacement, compensation in any way for loss of any part of the property or individual due to construction traffic, noise, or storage of materials and equipment or loss or impairment of view because of same, and anything not specifically mentioned above.



Page 2 of 2

City of Leawood Fire Station

KRRA: 17-007750, FL: CCC1330255,
FL: CCC1333170, OK: 80002343,
AZ: ROC 327021, IL: 104.018989, CA: 1098238

Initials: _____

Date of Last Revision December 22, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2025

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

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

PRODUCER
Cornerstone Kansas City, LLC
10561 Barkley St
Suite 200
Overland Park KS 66212
INSURED
JR & Co, Inc
1201 W. 31st Street, Suite 1
Kansas City MO 64108

CONTACT NAME: Rita Reckker	FAX (A/C, No.): (913) 378-0399
PHONE (A/C, No. Ext): (913) 378-1050	
E-MAIL ADDRESS: certificates@ckcins.com	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company	35289
INSURER B: Vantage Risk Spec Ins Co	16275
INSURER C: American Casualty Co of Reading PA	20427
INSURER D: Transportation Ins Co	20494
INSURER E: Navigators Specialtyt Ins Co	36056
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2551635981

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY			7014938761	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	X No Residential Exclusion						MED EXP (Any one person) \$ 15,000
	X Offsite Coverage DCIP						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			7014938758	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	X HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							Comp/Collision Deductibles \$ 1,000/1,000
B	X UMBRELLA LIAB	<input type="checkbox"/>	OCCUR	P03XC0000034442(\$5M Umb)	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 5,000,000
	X EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED RETENTION \$						Excess Liability \$ \$5M Occ/\$5M Agg
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A	7014938775	5/1/2025	5/1/2026	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	D Installation Floater						Limit Any Single Location \$ 1,000,000
D	Leased/Rented Equipment			6071860479	5/1/2025	5/1/2026	Deductible: \$5,000/\$25,000 Cranes \$ 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2025 Gutter Replacement

CERTIFICATE HOLDER

CANCELLATION

City of Leawood
4800 Town Center Drive
Leawood, KS 66211

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

AUTHORIZED REPRESENTATIVE

David Parkhurst/GINA

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CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Chris Claxton, Parks, Recreation & Arts, 913-663-9151, chrisc@leawood.org

AGENDA ITEM

Resolution approving and authorizing the Mayor to execute Supplemental Agreement No. 1 to Professional Services Agreement between the City and BBN Architects dated May 5, 2025 in an amount not to exceed \$15,690.00 pertaining to the Master Plan for 96th & Lee [PRA]

SUMMARY

Based on additional information requested by the Governing Body, BBN has requested an amendment to the agreement dated May 5, 2025. This includes additional items to the scope and the fees.

Scope +

- Additional meetings with the governing body and the public.
- Additional concepts and cost estimating.
- Additional documentation for the PDP process
- Deeper analysis of the fire station improvements.

Fees +

- \$15,690.00

The original fee for the project was \$39,240.00. The above amount of \$15,690.00 is being requested per the additional scope.

Attached is the entire scope as it stands now. As well as the supplemental agreement and resolution.

BUDGET INFORMATION

The supplemental agreement would be paid from the City Council General Fund budget, as is the original agreement.

Expenditure Amount: \$15,690.00 **Budget Line Item Number:** 01190000.612900

STAFF RECOMMENDATION

Staff recommends approval of this item.

ATTACHMENTS

[Resolution](#)
[Supplemental No. 1 - 96th Lee - BBN](#)
[25-1029 96th & Lee MP Design Proposal-BBN](#)

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL AGREEMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND BBN ARCHITECTS INC., DATED MAY 5, 2025, IN AN AMOUNT NOT TO EXCEED \$15,690.00, PERTAINING TO THE MASTER PLAN FOR 96TH AND LEE

WHEREAS, on May 5, 2025, the City and BBN Architects Inc. entered into an Agreement pertaining to the Master Plan for 96th and Lee; and

WHEREAS, the parties wish to change the scope of that Agreement adding additional work and fees.

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 Supplemental Agreement No. 1 to the Agreement, dated May 5, 2025, between the City and BBN Architects Inc., in an amount not to exceed \$15,690.00, 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 3rd day of November, 2025.

APPROVED by the Mayor this 3rd day of November, 2025.

[SEAL]

Marc E. Elkins, Mayor

ATTEST:

Stacie Stromberg, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

**SUPPLEMENTAL AGREEMENT NO. 1
to PROFESSIONAL SERVICES AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT No. 1 (“Supp. No. 1”) is agreed to by and between the City of Leawood, Kansas (“City”) and **BBN Architects, INC.** (“Professional”).

BACKGROUND

On **May 5, 2025**, the parties entered into a Professional Services Agreement (“Original Agreement”) for Site Master Plan services for the 96th and Lee Boulevard site, which is hereby incorporated by this reference. As the work progressed, there were changes requiring modifications for site planning, meeting requirements and producing preliminary development plan work product, increasing the scope and the maximum fee of the Original Agreement.

The Original Agreement terminated on August 18, 2025. The Parties hereto mutually agree to re-open and extend the terms of the Original Agreement in order to add additional work that was not included in the scope and fee of the Original Agreement.

Therefore, the parties hereto mutually agree to supplement the Original Agreement with the following:

A. Additional Work to be performed:

See Exhibit A, attached hereto and incorporated herein by reference.

B. Additional Term of Payment:

See Exhibit A. The total revised term of payment based on the Original Agreement plus this Supp. No. 1 is as follows:

Original Contract Price:	\$39,240.00
<u>Increase with Supp. No. 1</u>	<u>\$15,690.00</u>
New Total Contract Price:	\$54,930.00

C. Additional Term of Agreement:

The Original Agreement is hereby re-opened and amended to extend the Term to provide for a new end date of March 31, 2026.

All other provisions of the Original Agreement, to the extent not inconsistent with this Supp. No. 1, remain in full force and effect. Any work performed prior to the effective date shall be treated as if performed under this Supp. No. 1.

The parties hereto have caused this Supp. No. 1 to be made effective this _____ day of _____, 2025.

CITY OF LEAWOOD, KANSAS

By: _____
Marc E. Elkins, Mayor

ATTEST:

Stacie Stromberg, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Consultant:
BBN Architects, INC.

By: _____

Printed name _____

Title: _____

INTEGRATING NATURE
AND ARCHITECTURE**BBN**
ARCHITECTS
INC411 NICHOLS ROAD
S U I T E 2 4 6
KANSAS CITY, MO
64112-2033Phone: 816.753.2550
bbnarchitects.com228 POYNTZ AVE
MANHATTAN, KS
66502-0102Phone: 785.776.4912
Fax: 785.776.0944
bbnarchitects.com**EXHIBIT A****Scope of Services**

The following outlines the Professional's required scope of services and the associated fee for the Site Master Plan at 96th and Lee Boulevard. Given the level of detail required for the master plan, no subconsultants are included in this scope of work.

Task 1- Site Discovery

1.1 Site Analysis: Our design team will revisit the project site to further develop our observations on the current conditions and opportunities for potential uses considered in the prior programming phase of this project. We will assess objective conditions such as access to utilities, traffic circulation, and tree preservation; along with subjective conditions such as desirable views, aesthetics, sense of scale, space and context. These conditions will be taken into account with the proposed elements listed under the *Master Plan Program* later in this document.

1.2 Task Group Meeting: BBN will produce a graphic plan documenting the site assessments and present it to City Staff for further discussion. BBN will then modify the site analysis based on the feedback received.

Task 2- Master Plan Concepts

2.1 Master Plan Concepts: BBN will develop (4) schematic concepts to explore the synergies between the park elements, vehicular and pedestrian circulation, and how they relate to the site and its context. Deliverables will include site plans, supporting images and sketches, and conceptual-level estimates for construction costs. BBN will present these concepts to City Staff for initial feedback and will then incorporate any changes.

2.2 Park Advisory Board Meeting: BBN will present the master plan concepts and costs to the Park Advisory Board and document the feedback provided.

2.3 Governing Body Meeting: BBN will present the master plan concepts and associated costs to the governing body at their June 16th meeting. This presentation will also consider various options to the elements of the master plan.

2.4 Interact Meeting #1: BBN will present the master plan concepts and costs, along with options for the major components for the public's feedback. BBN will document the input provided and share this information with the city for further discussion.

Task 3: Preliminary Development Plan

3.1 Governing Body Work Session: BBN will present a summary of the first interact meeting and review a revised floor plan and costs for the requested changes to the fire station. The purpose of this meeting is to gain the governing body's consensus on the desired direction for the master plan. The desired direction may include a combination of aspects from multiple options. Phasing of the proposed improvements will also be discussed.

3.2 Preferred Concept: BBN will develop a preferred concept, based on the direction received at the work session. The final product will be an illustrative site plan, identifying the key components of the park. An updated, itemized, and phased cost estimate for the project will supplement the site plan and include the general characteristics and size of each design element. Additional details for the old fire station building, including a proposed floor plan, will be provided.

3.3 Interact Meeting #2: It is assumed that this meeting will have an "open house" format where the preferred concept will be presented. BBN will document the input provided and share this information with the city for further discussion.

3.4 Planning Commission and Governing Body Meetings: As part of the city's Preliminary Plan Application Procedure, BBN will provide the necessary technical information. BBN will then present the final master plan at both meetings for the Leawood Planning Commission and Governing Body. BBN will make any necessary revisions before finalizing the master plan document.

Master Plan Program

Based on the January 21, 2025 Governing Body Work Session, the master plan will assume the following program.

1. In three of the four options, either the entire or portions of the former fire station will be retained. Potential uses for the building include meeting space and restrooms (that would also serve the park), and possible programming by the Parks, Recreation & Arts Staff. In one of the four options, the former fire station will be removed.
2. In two of the four options, the former city hall building will be retained, but with no public access to the interior of the building. In the remaining two options, the city hall building will be demolished. In one of the two remaining options, an architectural monument to the building and/or an interpretive sign will be considered. This monument may either be salvaged from the original building or recreated.
3. Park elements, including a playground, walking trail, open lawn, water feature and picnic shelter are included in the program, but each element may not be included in every concept. The scale of these features will reflect a smaller neighborhood park.
4. A community garden, similar in scale and scope to the existing garden, will be included in some, but not all the preliminary concepts to better understand the implications of keeping this use on the property.

5. A specialty garden, maintained by a third-party, will be included in some, but not all of the preliminary concepts.
6. The program shall include parking facilities appropriately sized for the proposed uses.

Assumptions and Exclusions

1. BBN will utilize county GIS information if no survey information is available to the city.
2. The City of Leawood will be responsible for promoting the neighborhood meetings and providing the necessary facilities to host the events. The city will also make provisions to accommodate input from individuals not attending the meeting.
3. Other than a limited amount of structural engineering input on the proposed changes to the old fire station building, no engineering services are included in this scope of services.
4. We assume this scope of work will be complete by the end of this calendar year. BBN will have the opportunity to renegotiate the scope of services and fee if the project extends beyond this date.

Fees to be paid to Professional for successful completion of professional A/E services are presented by task as follows:

Task 1- Site Discovery	\$9,093
Task 2- Master Plan Concepts	\$16,709
Task 3: Final Master Plan	\$28,478
Reimbursable Expenses	\$650
Total Lump Sum Fee	\$54,930

Sincerely,



Scott Bingham, ASLA, PLA, LEED AP
BBN ARCHITECTS INC.
sbingham@bbnarchitects.com



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Marisa Shartzer, Parks, Recreation & Arts, 913-663-9110,
mshartzer@leawood.org

AGENDA ITEM

Approve the final payment to BBN Architects, Inc., in an amount not to exceed \$2,332.22 pertaining to Leawood City Park Shelter Replacements [Project 4PRK71031C]

SUMMARY

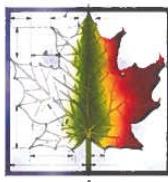
BBN Architects, Inc. has fulfilled its scope of work associated with the Leawood City Park Shelter Replacement project. The construction phase has been completed.

STAFF RECOMMENDATION

Staff recommends approval of this item.

ATTACHMENTS

[BBN Final Invoice](#)

INTEGRATING NATURE
AND ARCHITECTURE

23 September 2025

Chris Claxton
 City of Leawood
 c/o chrisc@leawood.org

RE: City Park Shelter Replacements

For Professional Services (August 2025):
 Fee Agreement: Fixed Fee of \$186,578.00

Pre-Design Services (100% Complete) [(\$186,578.00 x 5%) x 100%]	\$9,328.90
Schematic Design Phase (100% Complete) [(\$186,578.00 x 15%) x 100%]	\$27,986.70
Design Development Phase (100% Complete) [(\$186,578.00 x 20%) x 100%]	\$37,315.60
Construction Documents Phase (100% Complete) [(\$186,578.00 x 35%) x 100%]	\$65,302.30
Bidding Phase (100% Complete) [(\$186,578.00 x 5%) x 100%]	\$9,328.90
Construction Phase (100% Complete) [(\$186,578.00 x 15%) x 100%]	\$27,986.70
Project Close-out (100% Complete) [(\$186,578.00 x 5%) x 100%]	<u>\$9,328.90</u>
Total:	\$186,578.00
Fees Previously Invoiced:	<u>\$184,245.78</u>
TOTAL AMOUNT DUE THIS INVOICE:	<u>\$2,332.22</u>

411 NICHOLS ROAD
 S U I T E 246
 KANSAS CITY, MO
 64112-2033

Phone: 816.753.2550
 bbnarchitects.com

228 POYNTZ AVE
 MANHATTAN, KS
 66502-0102

Phone: 785.776.4912
 bbnarchitects.com

Sincerely,
 BBN ARCHITECTS INC

Courtney Smith
 Office Manager

cc: Leslie Walton (c/o lwalton@leawood.org)

Past due invoices will be charged interest at a rate of 12% per annum. Invoices are considered past due after 30 days.



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: David Ley, Public Works, 913-663-9131, davidl@leawood.org

AGENDA ITEM

Approve purchase of 2024 John Deere 410 Backhoe Loader from Murphy Tractor and Equipment

SUMMARY

This piece of equipment, unit 473, is in this year's budget to be replaced. The cost of the Loader is \$190,477, but we are trading in the current loader for a \$27,000 credit. With this credit, the total cost of the Loader will be \$163,477. There was \$260,000 in the 2025 budget.

BUDGET INFORMATION

This purchase will be paid from the Equipment Replacement Fund.

Expenditure Amount: \$163,477.00 **Budget Line Item Number:** 40531000.811000

STAFF RECOMMENDATION

Approve purchase of 2024 Backhoe Loader

ATTACHMENTS

[Leawood 410P](#)



JOHN DEERE

MURPHY
TRACTOR & EQUIPMENT CO.

Quote Id: 32042335

Prepared For:

CITY OF LEAWOOD DEPARTMENT OF PUBLIC WORKS



Prepared By: **JUSTIN GRISHAM**

Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161

Tel: 816-483-5000
Mobile Phone: 816-329-9079
Fax: 816-455-0592
Email: jgrisham@murphytractor.com

Date: 02 December 2024

Offer Expires: 31 December 2025

Confidential



MURPHY
TRACTOR & EQUIPMENT CO.

QuotId: 32042335

02 December 2024

CITY OF LEAWOOD DEPARTMENT OF PUBLIC WORKS
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Matt, I am please to quote you a new John Deere 410P backhoe per Sourcewell contract #011723-JDC and per your specifications. Please let me know if you have any questions.

Thank you,

JUSTIN GRISHAM
816-483-5000
Murphy Tractor & Equipment

MURPHY
TRACTOR & EQUIPMENT CO.**Quote Summary****Prepared For**

CITY OF LEAWOOD DEPARTMENT OF PUBLIC WORKS
 4800 TOWN CENTER DR
 LEAWOOD, KS 66211
 Business: 913-339-6700

Prepared By

JUSTIN GRISHAM
 Murphy Tractor & Equipment
 8600 Ne Parvin Road
 Kansas City, MO 64161
 Phone: 816-483-5000
 Mobile: 816-329-9079
 jgrisham@murphytractor.com

Quote Id:	32042335
Created On:	02 December 2024
Last Modified On:	16 October 2025
Expiration Date:	31 December 2025

Equipment Summary

2024 JOHN DEERE 410 P-Tier
 Backhoe Loader -
 1T0410PACRFX09567

Qty	Extended
------------	-----------------

X	1	=
---	---	---

John Deere Extended Warranty-Full
 Machine Comprehensive Warranty
 For A Total Of 48 Months Or 2,000
 Hours Whichever Comes First.

1

Equipment Total	\$ 190,477.00
------------------------	----------------------

Trade In Summary

2017 JOHN DEERE 410L LOADER BACKHOE -
 1T0410LXTHF306692

Qty	Each	Extended
------------	-------------	-----------------

1	\$ 27,000.00	\$ 27,000.00
---	--------------	--------------

PayOff

\$ 0.00

Total Trade Allowance

\$ 27,000.00

Trade In Total

\$ 27,000.00

Quote Summary

Equipment Total	\$ 190,477.00
Trade In	\$ (27,000.00)
SubTotal	\$ 163,477.00
Est. Service Agreement Tax	
Total	\$ 163,477.00
Balance Due	\$ 163,477.00

Salesperson : XAccepted By : X

Confidential

MURPHY
TRACTOR & EQUIPMENT CO.

Selling Equipment

Quote Id: 32042335

Customer: CITY OF LEAWOOD DEPARTMENT OF PUBLIC WORKS

2024 JOHN DEERE 410 P-Tier Backhoe Loader - 1T0410PACRFX09567

Hours: 8
 Stock Number: 240348

Code	Description	Qty
17E0T	2024 JOHN DEERE CPLR, GP, PILOT, 2 WAY HYD, THUMB	1

Standard Options - Per Unit

183E	JDLINK	1
0202	UNITED STATES	1
0259	ENGLISH OPS MANUAL	1
0351	TRANSLATED LABELS	1
1003	CAB	1
3009	MFWD W/ LIMITED OPEN DIFFERE	1
4006	ENGINE FT4	1
5311	TIRE ML500/70R24,ML340/80R18	1
6154	DUAL BATTERY	1
6576	1000LB FRONT COUNTERWEIGHT	1
6752	EXTENDIBLE DIPPERSTICK	1
7002	AUXILIARY W/ONE&2WAY FLOW	1
7028	PILOT CONTROLS 2 LEVER	1
7038	LOADER COUPLER 2 FUNCTION HY	1
7714	REAR HYD CPL PIN ON BKT 42"	1
7864	94"2.35M WIDE HEAVY DUTY BKT	1
8027	42"HYD THUMB 4 TINE	1
8062	BOOM PROTECTION PLATE	1
8075	OIL SAMPLING PORTS	1
8096	REAR&FRONT VIEW MIRROR	1
8109	SUN VISOR	1
8115	FULL MFWD DRIVESHAFT GUARD	1
8126	HEAVTY DUTY GRILL FRAME	1
8131	HEAVY DUTY STABILIZER PADS	1
8142	LED LIGHT PACKAGE	1
8183	RADIO BOSCH PREMIUM PKG	1
8207	SEAT CLOTH AIR SUSPENSION	1



JOHN DEERE

The Murphy Tractor & Equipment Co. logo, consisting of the word "MURPHY" in a bold, sans-serif font with "TRACTOR & EQUIPMENT CO." in smaller letters below it.

Selling Equipment

Quote Id: 32042335**Customer:** CITY OF LEAWOOD DEPARTMENT OF PUBLIC WORKS

8213	CHROME EXHAUST EXTENSION	1
Dealer Attachments		
	24" JD Tooth Bucket #241505	1
	48" TAG Ditching Bucket	1
	2.5 cyd Smooth Bucket	1
	TAG Scrap 2 Clamp Grapple Bucket	1
	TAG Forks 60" Tines	1
Service Agreements		
John Deere Extended Warranty - Full Machine Comprehensive Warranty For A Total Of 48 Months Or 2,000 Hours Whichever Comes First.		
Other Charges		
	Setup	1
	Branch / Local Freight	1
	Fuel	1

Confidential



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Dustin Branick, Parks, Recreation & Arts, 913-696-7741, dustinb@leawood.org

AGENDA ITEM

Approve purchase of 2027 Freightliner M2106 Plus Grappler Truck from Premier Truck Group

SUMMARY

This truck, unit 615, is budgeted to be replaced this year. The chassis will be bought from Premier Truck Group, and they will coordinate the build of the grappler. The chassis cost will be \$115,134 and the Grappler body will cost \$156,300 for a total truck cost of \$271,834. There was \$300,000 budgeted for the replacement this year. This is part of a cooperative agreement through Johnson County with Premier Trucking - IFB No. 2024-068

BUDGET INFORMATION

This purchase will be paid from the Equipment Replacement Fund.

Expenditure Amount: **Budget Line Item Number:**
\$271,834.00 40450000.812000

STAFF RECOMMENDATION

Approve purchase of grappler truck

ATTACHMENTS

[Agreement](#)



Purchase Agreement and Acknowledgement

Department: _____
 Contract Date: _____
 Deal Packet: _____
 Branch: _____
 Salesperson: _____

--	--

Stock#:	VIN:Grapple	New 2027 FREIGHTLINER M2106 PLUS Mynatt Grapple Body install M100L97	Price: \$115,134.00 \$156,300.00
			Per Unit: <u>\$271,434.00</u>
			Total Price <u>\$271,434.00</u>
			Documentary Fee <u>\$400.00</u>
			Total <u>\$271,834.00</u>
			Net Total <u>\$271,834.00</u>

27MY Freightliner M2106+ Grapple Chassis Rev #3
 56,000 GVW
 Cummins L9 300hp 860lbft
 Allison 3000RDS
 266"wb-197"C/T per Mynatt
 Palfinger M100L97 Loader Equipment Package & Options

PO to be given to PTG for packaged grapple chassis. Two line notes on the PO will read Pay for Chassis in full when arriving and the second line note to read payment of Grapple upfit when completed.

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included. Initials: _____

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE _____ TITLE _____ DATE _____

ACCEPTED BY _____

CO-SIGNER'S SIGNATURE _____ TITLE _____ DATE _____

AUTHORIZED SIGNATURE _____

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges, incremental fees or other increases to the factory invoices (whether relating to commodities, government mandated requirements, raw materials, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle and Purchaser shall be responsible for paying any applicable surcharges, fees or other increases. As a result, Purchaser acknowledges that the total prices for vehicles not in stock are estimated.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of delivery of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

Trade Terms and Conditions**DOCUMENTATION:**

- A valid certificate of title in the name of the Dealer must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- Matched tread drive tires must be: original tread only (no re-caps). Re-cap or original tread tires are acceptable.
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be \$250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOUT ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Dealer agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

The Purchaser will deliver the trade(s) to: _____

The Dealer will pick up the trade(s) from: _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

Other delivery arrangements: _____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:



CITY of **Leawood**

Governing Body-Regular Session
Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Chris Claxton, Parks, Recreation & Arts, 913-663-9151, chrisc@leawood.org

AGENDA ITEM

Staff Report on Projects - Chris Claxton, Director of Parks, Recreation & Arts

STAFF RECOMMENDATION

Staff recommends acceptance of this item.

ATTACHMENTS

[Staff Report](#)



Leawood

Parks • Recreation • Arts

MONTHLY STAFF REPORT

Bath House at Ironwoods Park

Contractor:	BBN Architects
Original Contract:	TBD
CO's:	Zero
Current Contract:	TBD
Paid to Date:	TBD
Contract Date:	TBD
Completion Date:	TBD
Estimated Progress:	0% Complete

- Staff met on August 7 via Zoom with the architect and their cost estimator to review the estimate. At that time it was as follows:
 - Low range with 4% contingency – \$548,617.00
 - High range with 8% contingency – \$569,718.00
- Following the discussion, staff asked about the possibility of salvaging any of the building not currently affected to help save on cost.
 - \$27,000 - Wood frame structure in lieu of CMU. This would reduce the overall lifespan of the structure but may be justified if this restroom doesn't get the type of abuse other public restrooms receive.
 - \$6,000 - No vanity tops around the sinks.
 - \$6,000 - Salvaging the exterior windows, doors and finish hardware.
 - \$5,000 - Sealed/stained concrete floors in lieu of epoxy
 - \$4,000 - Salvaging toilet partitions
 - \$2,000 - Salvaging Plumbing fixtures
- \$50,000 in Total Potential Savings

Current Status:

- The above no longer seems feasible.
- Staff has received a third bid and is planning to have the building taken down by the end-of-year. This will be an agenda item for the November 17th City Council Meeting.
- To date, there is no plan or budget to rebuild the structure in the near future.

Veteran's Memorial

Design Architect:	PLAID Collaborative
Design Fee:	\$11,800.00
Paid to Date:	\$8,097.94
Contractor:	TBD
Original Contract:	TBD
CO's	Zero
Paid to Date:	N/A
Contract Date:	TBD
Completion Date:	TBD
Estimated Progress:	0% Complete

Current Status:

- There are 3 ways to donate to the Veterans Memorial listed on their website: www.leawoodveteransmemorial.org
- Staff and PLAID Collaborative have been working with Carthage Stoneworks and Superior Electrical Construction for estimates on the Veterans Memorial and surrounding City improvements (cast stone elements, flagpole lights).
- The fundraising estimate for the memorial is \$350,000. The estimate includes the amount paid to PLAID for design and consultation costs, as well as a 10% maintenance fee.
- The group has raised about \$101,350.00 to date.
- No contractor has been selected and may not be until the funding is secured.



Negro Creek Sign

Current Status:

- The signs about the history of the name of Negro Creek are a joint effort between the County, the City of Overland Park and the City of Leawood. The City of Overland Park has selected a site for their sign by Kingston Lake. Overland Park is taking the lead in designing the sign in collaboration with the County and the City of Leawood.
- On July 16, 2025, the Leawood Historic Commission approved the recommended Leawood location for the sign on the east side of Mission Road just south of 151st Street: 94.6303623°W 38.8522564°N.
- Final design expected to be completed by the end of October.
- Dedication date to be scheduled for March 2026.



Sign will be installed between the two people.



Sign will be installed at least 5 feet off the sidewalk.

City Park Playground Surfacing

Contractor:	EcoTurf Playground Surfacing
Original Contract:	\$37,530.36
CO's:	0 (zero)
Current Contract:	In Progress
Paid to Date:	\$0
Contract Date:	08/29/2025 - Signed by City Administrator [under \$50,000.00]
Completion Date:	November 30, 2025
Estimated Progress:	1% Complete



Current Status:

- This project will replace real turf with artificial turf to prevent dirt and mud sliding on to the poured in place surface and will also provide a safer surface for the areas outlined in red.
- Work is scheduled to begin in early November.

Leawood Aquatic Center Sandblasting & Painting

Contractor:	Wildcat Painting
Original Contract:	\$162,000
CO's:	0 (zero)
Current Contract:	In Progress
Paid to Date:	\$0
Contract Date:	09/02/2025
Completion Date:	Fall, 2025
Estimated Progress:	90% Complete

Current Status:

- Wildcat Painting, the selected contractor, will complete the repainting of the pools.
- Work began with sandblasting off the old pool paint on 09/15/2025.
- This timeline ensures conditions remain favorable for proper paint application and curing.
- Sandblasting has been completed.
- Painting started the week of October 20 and is anticipated to be complete the following week.

Nature Center Flooring

Contractor:	Stampcrete of Kansas City
Original Contract:	\$8,397.25
CO's:	0 (zero)
Current Contract:	In Progress
Paid to Date:	\$0
Contract Date:	09/08/2025
Completion Date:	December 2025
Estimated Progress:	1% Complete

Current Status:

- Contract creation with Stampcrete of Kansas City is complete.
- Prairie Oak Nature Center will be closed to the public during this time. We anticipate closing from 12/11/25-12/26/25.
- Animals will be moved to an area in the park maintenance shop due to the concern of the effect of the fumes from the stain and sealant.

NEW Information - Pickleball Courts at City Park

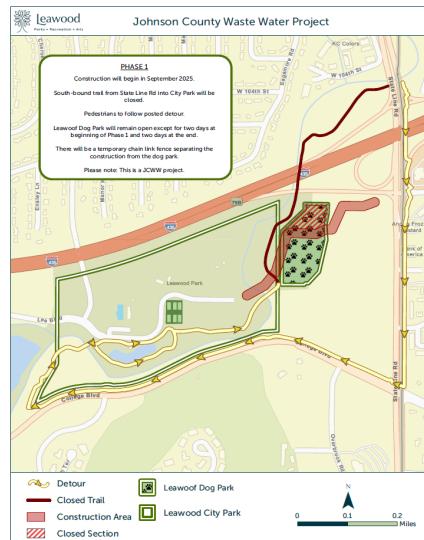
Current Status:

- Additional lines were painted on the southwest tennis court at a cost of \$4800, not \$1200 as previously reported.
- Current number of courts is now 12 versus 8.
- Staff has completed the details of court use/times for tennis and pickleball (as they share the south courts).
- Staff will provide a report on the November 17, 2025 City Council agenda that will provide more information including options for potentially moving forward.
- No additional communication has been had with JOCO Wastewater based on the current action staff took to add the additional lines.
- Staff are looking at options to place the courts inside City Park that would include a favorable funding mechanism via the recent establishment of the benefit district for the Hallbrook North Project.

NEW Information - Johnson County Wastewater Force Main Project - Phase 1

Current Status:

- Phase 1 of the Johnson County Wasterwater (JCWW) Force Main Project will take place in City Park, beginning at the dog park, crossing Indian Creek, and ending east of the basketball courts.
- Work is scheduled to begin on September 3, 2025 and be completed by October 31, 2025.
- This phase includes tree trimming, force main and fiber installation, a creek crossing, and site restoration.
- The Large Off-Leash Dog Area will remain open during most of the work, with brief closures only during construction fence installation and removal.
- Trail detours will be marked and in place only during the trail crossing portion of the project.
- Phase 2 of the project will begin after the fall soccer season concludes, estimated to start between November 4 and November 10, 2025.



Tomahawk Creek Parkway Project

Current Status:

- All trail construction associated with the Tomahawk Creek Parkway Project has been successfully completed.
- Currently, dirt work, grading operations and tree planting are underway in the adjacent park areas to prepare the site for final restoration. Once grading is complete, seeding and sodding will be conducted to restore all disturbed areas and return the landscape to its original condition. Landscaping will not be completed until Spring 2026.
- Park visitors are encouraged to use caution near active work zones, and staff will continue to monitor progress and provide updates as the project moves into final restoration.

NEW Information - Tomahawk Creek Parkway Bank Stabilization Project

Contractor:	Superior Bowen
Original Contract:	With Public Works Department
CO's:	\$44,416.00
Completion Date:	December 2025
Estimated Progress:	0% Complete

Current Status: APPROVED

- A small section of creek bank located along Tomahawk Creek Parkway, between Middle Lake and South Lake is being reinforced to address erosion, which has begun to undermine the adjacent trail. The area of concern lies within the active work zone of the City's ongoing roadway project.
- The City's contractor, who recently completed similar stabilization work nearby, has been solicited for an estimate to address the erosion. Public Works is managing this as a change order that is part of the TCP work.
- Starting Wednesday October 22, the trail will be closed for three weeks to complete the work. During this closure, public works will also widen and overlay the 8" trail segments between College and 119th St.





NEW - I-Lan Park Bank Stabilization Project

Contractor:	TBD
Original Contract:	\$0
CO's:	0 (zero)
Current Contract:	TBD
Paid to Date:	TBD
Contract Date:	TBD
Completion Date:	TBD
Estimated Progress:	0% Complete

Current Status: INVESTIGATION PHASE

- At I-Lan Park, a section of creek bank along the south side of the trail, just east of the playground, is experiencing significant erosion during high water events, posing a threat to both park land and existing trail.
- The City has engaged Continental Engineering to assess the site and provide recommendations and stabilization options to prevent further damage and ensure long-term trail and park preservation. The area of concern is approximately 250 linear feet of creek bank.
- Continental's recommendations include additional civil services such as field surveys and base file preparation, Geotechnical report, and a preliminary engineering report in anticipation to construct a modular retaining wall. Estimated cost \$37,826.00 plus the Geotechnical services.
- Examples of retaining wall options:



NEW - Splash Pad Replacement

Contractor:	TBD
Original Contract:	TBD
CO's:	TBD
Current Contract:	TBD
Paid to Date:	\$0
Contract Date:	TBD
Completion Date:	December 2026
Estimated Progress:	0% Complete

Current Status: INVESTIGATION PHASE

- As part of the 2026 CIP, the splash pad at the Leawood Aquatic Center will be replaced.
- Staff are working on the RFP for the project.

NEW - 2026 Playground Replacements

Contractor:	TBD
Original Contract:	TBD
CO's:	TBD
Current Contract:	TBD
Paid to Date:	\$0
Contract Date:	TBD
Completion Date:	May 2026
Estimated Progress:	0% Complete

Current Status: INVESTIGATION PHASE

- As part of the 2026 CIP, the playgrounds at I-lan and Ironwoods Park will be replaced.
- Preliminary concepts have been created.
- Concepts will be reviewed with the Parks and Recreation Advisory Board on November 13.
- Staff are working on a date for community engagement for Ironwoods Park.

Range Project at Ironhorse Golf Course

Engineer:	Continental Consulting
Engineer Contract:	\$20,000
Paid to Date:	\$8,609.19
Contract Date:	12/02/2024
Design Contractor:	EC Design Group, LTD
Contract Date:	11/07/2024 - Signed by City Administrator [under \$50,000]
Contract Amount:	\$10,450.00
Paid to Date:	\$0
Contractor:	Mid America Golf and Landscape, LLC
Original Contract:	\$730,361.91
CO's:	0 (zero)
Current Contract	\$730,361.91
Paid to Date:	\$0
Contract Date:	09/15/2025
Completion Date:	Spring, 2026
Estimated Progress:	5% complete



Current Status:

- A pre-construction meeting was held on 10/21 with Mid America Golf, Continental Design, Professional Turf Products, EC Design, Ironhorse and City staff.
- A construction schedule was reviewed and we are set to begin on Monday, November 3.
- Construction work could finish in February 2026, but the range will have to remain closed until the grass has been able to establish and is healthy enough to sustain operational traffic.



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: David Ley, Public Works, 913-663-9131, davidl@leawood.org

AGENDA ITEM

Staff Reports on Projects - David Ley, Director of Public Works

SUMMARY

See attached update.

STAFF RECOMMENDATION

Staff recommends approval of the project updates.

ATTACHMENTS

[Staff Report](#)

Tomahawk Creek Parkway (College to Roe)

Contractor: Superior Bowen Asphalt Company, LLC

Original Contract: \$12,391,370

Change Orders: 1

Current Contract: \$12,391,370

Paid to Date: \$8,094,747

Contract Date: January 21, 2025

Completion Date: December 5, 2025

Estimated Progress: 65% complete

Current Status:

- Traffic has been shifted to allow for one lane each direction divided by median.
- All paving to be completed by November 12th.
- Striping to begin November 12th and will take one week weather permitting.
- Roundabout street lights completed by November 21st.
- Tomahawk Creek Parkway open November 21st but may still have only one lane each direction north of 115th St to complete street lighting and sod.
- Tomahawk Creek Trail from College to the south pond near the Town Center Dr parking lot will be closed for three weeks in early November for Superior to stabilize the creek bank and reconstruct a section of trail. During this time Public Works Maintenance Crews will widen and overlay portions of the asphalt trail that are less than 10 feet in width.
- Landscaping and permanent striping will be completed in Spring of 2026.
- Contractor provided notice they have been delayed by weather but they have not formally requested additional time. The time extension will be to June 1, 2026 which will allow for final landscaping and contract closeout documents.



October 2025
At American Academy of
Family Physicians driveway
at Tomahawk Creek Pkwy
looking south. The
northbound lanes are to the
left and southbound lanes are
to the right. The southbound
lanes from College to 115th
are nearly ready for asphalt.

123rd Street (Mission to State Line)

Contractor: Design Phase

Original Contract: \$0

Change Orders: 0

Current Contract: \$0

Paid to Date: \$0

Contract Date: N/A

Completion Date: N/A

Estimated Progress: 0% complete

Current Status:

- Undergrounding of Power Lines:
 - Approximately 25 easements needed for undergrounding of power lines.
 - Anticipate late Fall 2025 Evergy start for undergrounding the power lines.
 - Design consultant is putting a bid package for the street lights and replacing the fences that are in conflict with Evergy's installation. New street lights should be installed so that Evergy can make the connection to those controllers from the new power lines and not have to make temporary power connections to the existing street lights.
 - Roadway construction bid in Spring 2026 for construction to begin Summer 2026 however that is depending on how long it takes to obtain easements and Evergy completing the undergrounding of power lines.



South side of 123rd Street where significant tree removal will be required if Evergy relocates overhead.

Leawood South and Waterford Flood Study

Contractor: Water Resource Solutions, LLC

Original Contract: \$155,205.00

Change Orders: 0

Current Contract: \$155,205

Paid to Date: \$136,263

Contract Date: September 9, 2024 (this will be extended to January 2026)

Completion Date: June 23, 2025

Estimated Progress: 88% complete

Current Status:

- Public Meeting was held on September 3rd at City Hall.
 - 150 properties were invited and 15 property owners attended the meeting.
 - The Drainage Study was updated to address residents' concerns.
- Stormwater Committee Meeting held October 29, 2025.
 - 3 property owners attended the meeting.
 - Consultant will update the Drainage Study and Staff will meet with the Country Club of Leawood to discuss which of the options they prefer as they impact their property.
 - Anticipate a December submittal to SMAC for their review and comments on the Drainage Study.
- Staff will adjust the contract date to at least January 2026 to provide enough time to submit a final Study to SMAC and for addressing comments by SMAC.



Flood model mapping output used to validate computer model against known flood areas.

83rd Street (West City Limits to State Line)

Contractor: Design Phase

Original Contract: \$0

Change Orders: 0

Current Contract: \$0

Paid to Date: \$0

Contract Date: N/A

Completion Date: N/A

Estimated Progress: 0% complete

Current Status:

- The consultant will be meeting with residents in November to obtain easements.
- Construction will begin in early to mid-2026 depending on easement negotiations.
- BikeWalk Committee meets on November 5, 2025 and may request additional changes which would increase costs and delay construction for one year. Their recommendation would be on a future Governing Body Meeting for discussion.



83rd Street at the cemetery in PV looking east. This shows the wider sidewalk in PV connecting to the 5' sidewalk in Leawood. As part of this project the sidewalk will be widened to 8 feet on the south side of 83rd from the cemetery to the Wenonga as this sidewalk has a lot of pedestrian traffic for Corinth Elementary.

103rd Street (Mission to State Line)

Contractor: Design Phase

Original Contract: \$0

Change Orders: 0

Current Contract: \$0

Paid to Date: \$0

Contract Date: N/A

Completion Date: N/A

Estimated Progress: 0% complete

Current Status:

- Construction in 2026.
- Staff and the consultant are working with Evergy to relocate power poles for sidewalk improvements near Brookwood.
- The consultant is providing options for the locations of the transitions from four lanes to three lanes to address queuing concerns at Brookwood and State Line.
- PW Committee Meeting is on November 5, 2025 to discuss the project and receive feedback for the residents.
- 103rd Street proposal includes striping the roadway to three lanes with bike lanes from Pawnee to Sagamore, one westbound lane and two eastbound lanes between Sagamore and State Line and four lanes between Mission Road and Pawnee, replace 200 feet of failed metal pipe, construct 8' sidewalks on both sides of 103rd in front of Brookwood, replace the pedestrian signal in front of Brookwood with a HAWK signal and stormwater improvements north of 103rd St east of Sagamore.



Facility Conservation Improvement Program (FCIP)**1. Work that has been completed**

- Building Weatherization – City Hall, Golf Club, Justice Center & Public Works
- Retro-Commissioning – City Hall, Public Works, Fire Station #2 & #3, Golf Club
- Pre and Post water test and sealed east side marble inserts at City Hall

2. Work that is in progress, and anything noteworthy to share

- Communication wire to each control unit at City Hall should be completed mid-November.
- Seal marble inserts and windows on the North, West & South sides of City Hall.

3. Work that is about to start

- Replace (6) split units at Golf Club first week of November
- Building Automation System installation – November

4. Work that is waiting on equipment

- LED Lighting Retrofit – mockups completed to evaluate color temperature, light levels, get feedback
 - Building lighting submittals under review
 - Roadway lighting
 - Decorative arterial LED retrofit kit selected
 - Decorative residential LED retrofit kit pending selection
 - Cobra head fixtures pending selection
- City Hall VAV's & Public Works dampers – waiting on equipment
- Lodge & Justice Center split units & heat pumps – waiting on equipment
- Building automation – staging, waiting on mechanical equipment installation
- Solar Array – waiting on equipment

5. Any major updates to schedule that is worth sharing

- No major changes on schedule and project completion

6. Updates on the status of the window sealing

Water testing indicated the marble slabs and the windows seals were leaking. Navitas to wet seal the remaining marble inserts and the vinyl seal gaps in the remaining glass panes by mid-November.

Johnson County Wastewater Force Main Project
State Line Road (89th Street to I-435 and through City Park)

Contractor: BRB Contractors & Rodriguez Mechanical Contractors
Original Contract: Managed by JCW (Leawood reimburse for one southbound lane)
Estimated Progress: Working on Phases 2 & 3 of the 8 Phases along State Line Road
Phase 9 is through City Park and will be Winter 2025/Spring 2026

Current Status:

- State Line Road Pump Stations Projects – Contractor: BRB Contractors
 - Placing concrete for the pump station 8900 State Line Rd.
 - Schedule Status – On-Track
- State Line Road Force Main Projects – Contractor: Rodriguez Mechanical Contractors
 - Work on State Line between 89th St to south of 92nd St and from 97th St south towards 103rd Street has been stopped for the season. Pavement placement in these two areas was completed in September.
 - Schedule Status – Delayed until June 1st, 2026
- Traffic Impacts
 - State Line Road Force Main –
 - State Line Rd is one lane southbound from 89th St to 92nd St for Kansas Gas to install a new main in October.
 - Work will commence on remaining main installation on State Line in March 2026. All four lanes to be open in June/July 2026 for FIFA.
 - 104th Street –
 - Occasional off-loading of equipment and materials on 104th St and installation of force main on State Line Way may cause some temporary traffic control devices to be in place.



State Line Road at 92nd looking north. Kansas Gas is completing a replacement main project in this area through October.



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Diane Stoddard, City Administration, 913-663-9102, dstoddard@leawood.org

AGENDA ITEM

City Boundary Sign Replacement Project

SUMMARY

Public Works plans to update the boundary signs at key entry points to Leawood with new versions featuring the city's updated logo. This effort aims to help residents and visitors clearly recognize when they're entering Leawood—especially as our community prepares to welcome World Cup visitors in 2026—and reinforce a strong sense of city pride.

Public Works says city crews can complete the work mid-winter to early spring. The estimated cost to re-sheet the existing signs rather than replace them entirely is under \$5,000, not including labor. Reflective film used for printing costs approximately \$2,000 per roll, and two rolls will cover all signs. Reusing the existing bases and frames provides a refreshed, consistent look at city borders while remaining cost-effective. Additionally, new street signs installed in Leawood will be the new design.





CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Stephen Powell, City Administration, 913-663-9103, spowell@leawood.org

AGENDA ITEM

Ordinance amending Section 1-118 of the Code of the City of Leawood, Kansas, 2000, entitled "Emergency Government" and repealing existing Section 1-118 and other sections in conflict herewith (CC) [ROLL CALL VOTE]

SUMMARY

The attached draft ordinance amends Section 1-118 of the Code of the City of Leawood, 2000, regarding the Emergency Government. The purpose of the amendment is to expand the reasons that the Emergency Government provision is triggered.

Under the current code, the Emergency Government provision is triggered "in the event of a catastrophe in which all or a majority of the members of the governing body are fatally injured."

Under the proposed amendment, the Emergency Government provision is triggered "if a majority of the members of the governing body resign from their positions, are fatally injured, or otherwise unwilling or physically unable to serve."

The composition of the Emergency Government includes the remaining Governing Body members, the city attorney, the city clerk, and a sufficient number of the city officials selected in order of the greatest seniority in office to make up a governing body of the prescribed number.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

[Emergency Government Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-118 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, ENTITLED "EMERGENCY GOVERNMENT" AND REPEALING EXISTING SECTION 1-118 AND OTHER SECTIONS IN CONFLICT HEREWITH.

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

SECTION ONE: Section 1-118 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

1-118. EMERGENCY GOVERNMENT. In the event ~~of a catastrophe in which~~ all or a majority of the members of the governing body ~~resign from their positions,~~ are fatally injured, ~~or otherwise unwilling to complete their term or physically unable to serve,~~ the interim governing body shall be composed of the ~~remainingsurviving~~ members ~~of the governing body,~~ the city attorney, the city clerk and a sufficient number of the ~~appointed~~ officials ~~appointed in accordance with Section 1-401 of this Code,~~ selected in the order of the greatest seniority in office to make up a governing body of the prescribed number.

(Code 1973, 1-116)

SECTION TWO: This ordinance shall be construed as follows:

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

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

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

SECTION THREE: That existing Section 1-118 and any provisions in conflict herewith are hereby repealed.

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

PASSED by the Governing Body this 3rd day of November 2025.

APPROVED by the Mayor this 3rd day of November 2025.

[SEAL]

Marc E. Elkins, Mayor

ATTEST:

Stacie Stromberg, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney



CITY of Leawood

Governing Body-Regular Session Packet Memo

Meeting: Governing Body-Regular Session - Nov 03 2025

Staff Contact: Stephen Powell, City Administration, 913-663-9103, spowell@leawood.org

AGENDA ITEM

Ordinance amending Section 1-209 of the Code of the City of Leawood, Kansas, 2000, entitled "Presiding Officer; Rotating Terms" and repealing existing Section 1-209 and other sections in conflict herewith (CC) [ROLL CALL VOTE]

SUMMARY

The attached draft ordinance amends Section 1-209 of the Code of the City of Leawood, 2000, regarding the Presiding Officer.

Under the current code, the Presiding Officer presides at any council meeting during their term when the mayor is absent. The code does not specify who presides if the Mayor and the Presiding Officer are absent.

Under the proposed amendment, the next councilmember on the rotation list will preside over the meeting until the Mayor or current Presiding Officer returns.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

[Presiding Officer Ordinance](#)

ORDINANCE NO. _____**AN ORDINANCE AMENDING SECTION 1-209 OF THE CODE OF THE CITY OF LEAWOOD, KANSAS, 2000, ENTITLED "PRESIDING OFFICER; ROTATING TERMS" AND REPEALING EXISTING SECTION 1-209 AND OTHER SECTIONS IN CONFLICT HEREWITH.**

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

SECTION ONE: Section 1-209 of the Code of the City of Leawood, Kansas, 2000, is hereby amended to read as follows:

1-209. PRESIDING OFFICER; ROTATING TERMS. The mayor shall at ~~the second regular meeting of the governing body in May of 2016, appoint from the council membership a presiding officer for each three month period for the remaining months of 2016. Commencing in December of 2016, and each December thereafter, the mayor shall at~~ the first regular meeting in December, appoint from the council membership a presiding officer for each three month period for the following calendar year. The presiding officer shall preside at any council meeting during such three month term at which the mayor is absent. The position shall rotate among councilmembers ~~and no councilmember shall be presiding officer for more than one three month period during any year. In the event meetings occur when the mayor is absent and the presiding officer is unable to preside, then the councilmember designated to preside in the following quarter, shall preside at such meetings.~~

(Ord. 1042C; 03-07-88)
(Ord. 2765C; 12-21-15)

SECTION TWO: This ordinance shall be construed as follows:

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

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

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

SECTION THREE: That existing Section 1-209 and any provisions in conflict herewith are hereby repealed.

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

PASSED by the Governing Body this 3rd day of November 2025.

APPROVED by the Mayor this 3rd day of November 2025.

[SEAL]

Marc E. Elkins, Mayor

ATTEST:

Stacie Stromberg, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney