RESOLUTION NO. 1601

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 179 (133RD STREET - MISSION ROAD TO ROE AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $400,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133RD STREET FROM MISSION ROAD TO ROE AVENUE IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1524, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> construction of 133rd Street from the intersection of said street with Mission Road to the intersection of said street with Roe Avenue

(the "Project") at an estimated cost of $1,000,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 179 (133rd Street - Mission Road to Roe Avenue), dated July 15, 2000, in the principal amount of $200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next six months in the amount of $200,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1887 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 179 (133rd Street - Mission Road to Roe Avenue), in the aggregate principal amount of Four Hundred Thousand Dollars ($400,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 4, inclusive, each in the denomination of $100,000. Each of said Notes shall be dated April 1, 2001, shall mature by their stated terms and become due and payable on December 15, 2001. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 3.40% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after July 1, 2001, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a

newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not first payable from special assessments, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.8156% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $200,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund established in the treasury of the City for the purpose of paying costs and expenses of the Project.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein

provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body the 19th day of March, 2001.

(S.E.A.L.)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 179
(133RD STREET - MISSION ROAD TO ROE AVENUE)

Form of Note

CUSIP NO. _____

APRIL 1, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 15th day of December, 2001, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of _____% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after July 1, 2001, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $400,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of 133rd Street between Mission Road and Roe Avenue in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of April, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of April, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

RESOLUTION NO. 1602

The Leawood City Council has considered the request for approval of final plat of Summertree Villas located at the southwest corner of 143rd and Mission Road hereby finds the following:

WHEREAS, Summertree Villas, ['Applicant'] submitted a request for a final plat, for real property located at approximately 151st and Mission Road; and

WHEREAS, Summertree Villas appeared before the Plan Commission on March 6, 2001, and presented such requests for approval; and

WHEREAS, this area is master planned medium density residential, single family detached; and

WHEREAS, the site will be limited to 44 lots on 23.51 acres; and

WHEREAS, the final plat is in substantial compliance with the preliminary plat; and

WHEREAS, the Plan Commission has reviewed the application and recommends the following stipulations of approval:

1. The development is limited to 44 single-family lots on 23.51 acres.
2. The developer must pay a Park Impact Fee in the amount of $300 per dwelling unit. The amount to be paid prior to recording of the plat is $13,200.
3. The developer must pay a $130 per lineal frontage for 151st Street and Mission Road. ($130 x 1729.08 = $224,780.40)
4. A South Leawood Transportation Impact Fee of $32,620.13 shall be paid prior to recording of the plat. (2.22 miles from 135th Street x $625 x 23.51 acres)
5. All structures shall maintain a 22.5-foot front yard setback.
6. All structures shall maintain 7.5 foot side yards and a minimum 15 feet between structures.
7. Only Class A roof material may be used on all properties.
8. A five-foot wrought iron fence to match the golf course fence shall be built along the south property line adjacent to the golf course, prior to building permit of any home within the subdivision.
9. The developer shall be required to manage storm water issues regarding the Ironhorse Golf Course in accordance with item number 2 of the letter from Continental Consulting Engineers dated January 31, 2001. This shall include the requirement that the developer be required to clean out the drainage swale prior to, during, and at the conclusion of the construction. Proper erosion control methods will also be used and monitored. Any work done near or on the golf course property shall be coordinated with the golf course superintendent.
10. All trees, which are within 25 feet of the south property line and within the golf course easement, shall be retained, except for removal of the dead trees and limbs in coordination with the golf course superintendent.
11. The applicant shall attempt to retain as many trees as possible outside the 25 foot golf course easement, and a letter shall be submitted to staff identifying which of the existing trees will be retained outside the 25 foot no cut/no build line prior to grading permit.

12. A five-foot wrought iron fence shall be constructed along the south property line to match the golf course fence on adjacent properties. No gates are allowed in this fence.
13. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.
14. All streets within the subdivision will be public. The developer or Homes Association will maintain any plantings or statuary within the street right-of-way. A maintenance agreement between the City and developer/homeowner's association for the proposed landscape medians and any other approved privately owned amenities in the public right-of-way shall be finalized prior to their construction.
15. All utilities must be placed underground.
16. All regulations of the Public Works department must be resolved prior to recording of the plat, per attached Public Works memo.
17. A sign permit is required prior to the erection of any sign.
18. All common landscaped areas are to be irrigated, except those areas required to be left in a natural state, i.e. 25' no cut/no build zone.
19. All monument signs must be placed within a common area with a maintenance agreement providing that a homeowners association will be responsible for their maintenance.
20. A digital copy of the recorded plat shall be submitted to Planning staff.
21. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-one.

WHEREAS, the Plan Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 2, 2001; and

WHEREAS, the Leawood City Council has reviewed the application and recommends the following additional stipulations of approval:

1. Developer agrees to insert the following covenant running with the land in all deed restrictions binding the lots in the development:

   The lots in this subdivision are adjacent to or near a public golf course. Homeowners, by this covenant, acknowledge that the lots in this subdivision may, therefore, be subject to being struck by golf balls, noise, inconvenience and other items customarily inherent in a lot neighboring a golf course. Homeowners expressly accept this lot subject to this restriction and waive any right to pursue the course or its customers for any claim, nuisance or any demand for relief based upon customary use of the golf course.

2. Developer further agrees to submit a copy of said restrictions to be filed prior to release of the final plat for recording.

   WHEREAS, the developers/owners agree to these stipulations,

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

SECTION ONE: The Governing Body hereby approves the final plat of Summertree Villas with stipulations.

Adopted by the Governing Body this 2nd day of April, 2001.

Signed by the Mayor this 2nd day of April, 2001.

(seal)

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

May 18, 2000 SP

To: Diane Binckley, Planning Services Administrator
Department of Planning and Development

From: Shahram Pourazari, P.E., City Engineer
Public Works Department

Re: Preliminary Site Plan and Plat, Summertree Villas, Case No. 23-00

The Public Works Department has reviewed the preliminary site plan and plat for the referenced project and would like to make the following stipulations part of the plat approval process.

- Provide 60 feet of right-of-way adjacent to 151st Street to comply with the City's Public Improvement Construction Standards for primary arterials. Indicate the above dimension on the site plan.

- Provide 50 feet of right-of way adjacent to Mission Road to comply with the City's Public Improvement Construction Standards for secondary arterials. Indicate the above dimension on the site plan.

- Check each entrance into the proposed development to ensure adequate stopping site distance is available for vehicles traveling on 151st Street and Mission Road. If adequate stopping site distance is not available, the entrances must be relocated.

- Future proposed Fontana shall be designed to comply with the City's Public Improvement Construction Standards for residential local streets. Provide horizontal centerline curve data on the site plan for future proposed Fontana. The horizontal alignment shown for existing Fontana Avenue does not conform with the proposed future horizontal alignment. We would like for you to provide our department with a possible conceptual layout of how the proposed curb cut for future extension of the public roadway will tie into existing Fontana.

- All public street construction within the development shall comply with the City's Public Improvement Construction Standards for residential local streets. The Public Works Department requires 12 feet of parkway between the back of the curb and the right-of-way line along circular drives.

- The proposed street configuration to the west of the Mission Road entrance provides an unsafe traffic pattern in the vicinity of the intersection and is problematic in terms of vehicular movements. Eliminate construction of the proposed circular drive, and install a horizontal "S" curve and u-drive per City of Leawood Standards to provide access to the adjacent lots. This will provide direct access to the public street for each platted lot and eliminate all traffic hazards and concerns.

- The proposed brick pavers shall be eliminated from the public streets due to the difficulties to maintain the appearance of the pavers when the street is overlaid or sealed with slurry material.

Sister City to I-Lan, Taiwan, R.O.C.

- The width of the turnarounds shall be 23-feet (back of curb to back of curb). Use Type C curb for the interior island for each turnaround. Revise the street centerline at the end of each turnaround so that street centerline matches the centerline of the turnaround.

- The developer must complete a stormwater drainage study for the project in accordance with Sections 15-516 and 15-517 of the City's Stormwater Management Ordinance and all applicable sections of APWA. The study shall be submitted in report format (spiral bound with cover), including appropriate text, tables, and figures. The scope of the study shall include, but not be limited to, determination of the 100-year water surface elevation for Negro Creek for ultimate development conditions in the watershed. Minimum low water openings shall be established based on the above water surface elevations.

- The proposed development is located in a FEMA designated floodplain. Accordingly, development within the floodplain shall comply with all applicable floodplain ordinances of the City of Leawood. The developer shall complete a HEC-RAS water surface profile analysis to confirm the 100-year water surface elevation has not been increased by more than one foot in the flood fringe and no changes in water surface elevation have occurred in the floodway.

- Check the delineation of the FEMA floodplain shown on the site plan. The floodplain limits indicted in the golf course do not coincide or follow the creek alignment.

- The developer shall install adequate erosion control measures, including installation of a temporary siltation basin, during construction to prevent silt and mud from entering onto the golf course.

- All proposed common areas shall be located within tracts, and the purpose and intent of the tract identified on the plat.

- The developer shall be responsible for obtaining all local, state, and federal permits required for construction of the project. The developer shall submit the necessary documentation to the Kansas Division of Water Resources and the Corps of Engineers for the review of the proposed facilities within the floodplain area and obtain all the necessary permits for the construction of the dam and other amenities.

- All public improvements to be completed as part of the development will require a permit from the Public Works Department. Building permits for the project will not be issued by the Building Official and the plat will not be released for recording until all permits from Public Works Department have been obtained by the Contractor.

- The developer shall obtain and submit the Building Inspection/Code Enforcement Department a copy of the N.P.D.E.S. land disturbance permit for the project issued by the Kansas Department of Health and Environment prior to any grading work at the site.

- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department Public Improvement Construction Standards (Revised January 2000) and the City's Stormwater Management Ordinance (Ordinance No. 1839 C).

- The permit fee for plan review and construction observation services provided by the Engineering/Inspection Division of the Public Works Department shall be 7% of the construction cost of the public improvements. The fee will be charged and collected from the Contractor at the time the permit is issued by the Public Works Department.

- A pre-design meeting shall be conducted with the City Engineer to discuss design criteria, plan preparation standards, and construction standards for the project. The engineer for the developer shall be responsible for contacting the City Engineer to arrange a time for the meeting.

- Preliminary street and storm sewer plans shall be submitted to the Engineering Division of the Public Works Department for review of proposed street grades, intersection layout, inlet locations, storm sewer alignment, separation between sanitary sewer and proposed storm sewer, and storm sewer outfall locations. The preliminary submittal shall include the title sheet, general layout sheet, street plan and profile sheets (with inlets locations shown), and the drainage area map with all off-site drainage areas delineated and drainage area tributary to each proposed inlet. The engineer shall contact the City Engineer to set up a time to meet and discuss the preliminary plans.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

bgs
cc: Public Works Book
File

RESOLUTION NO. 1603

The Leawood City Council has considered the request for approval of Pine Lakes preliminary plat and site plan located at the southwest corner of future 137th and Mission Road and hereby finds the following:

WHEREAS, the north portion of the property is currently zoned RP-2 and RP-3 and was approved for 220 multi-family units in 1988, and

WHEREAS, the property is Master Planned medium density residential apartments and low density residential, and

WHEREAS, the applicant will provide additional usable open/common space for the use of the residents in return for increased density on the multi-family portion of the development, and

WHEREAS, the Governing Body remanded the case to the Planning Commission to consider the density, the stormwater study, the sunset clause and the buffer use, and

WHEREAS, the applicant decreased the total units by 8, provided a stormwater study that has been approved by the Public Works Department, and agreed to alter the duplex design to provide side entry garages, and

WHEREAS, the Planning Commission has reviewed the application and specific items as stated by the Governing Body, and

WHEREAS, the Planning Commission recommend the following stipulations of approval for the Pine Lakes development:

1. The development is limited to 272 units within the apartment complex and 20 units as part of the duplex development. The single-family portion is limited to 43 lots on 32.547 acres.
2. Storm water plans shall be submitted and approved by the Public Works Director within 180 days of Governing Body approval and prior to submission of the final site plan.
3. The applicant shall submit a request to the Board of Zoning Appeals to allow for an increase in the number of units per building from eight to 12.
4. A deviation is granted reducing the lot area for the RP-3 portion from 4,000 square feet to 3,713 square feet per unit.
5. As many existing trees shall remain on-site as possible. A tree inventory shall be submitted to staff at the time of final development application.
6. The applicant is responsible for an impact fee per lineal foot of unimproved arterial at the rate existing at the time of final site plan submission, currently $200 per lineal foot. This calculates to $130,000 ($200 x 650 lineal feet = $130,000) for the duplex and apartment development, and $218,000 for the single-family development. ($200 x 1,090 lineal feet = $218,000) This does not include the 880 lineal feet of roadway along the Oddo's property, which will be retained as their home and will be paid when the property is developed.
7. The applicant is responsible for the South Leawood Transportation Impact Fee on the RP-2 and RP-3 portion of the development as calculated at the time of final site plan submission.

The South Leawood Transportation Impact fee is currently calculated as $1,056.68. (.06 miles from an improved arterial x 28.178 acres x $625 = $1,056.68)

8. The applicant is responsible for the South Leawood Transportation Impact Fee on the RP-1, single-family portion of the development as calculated at the time of final site plan submission. The South Leawood Transportation Impact fee is currently calculated in the amount of $9,764.10. (.48 miles from an improved arterial x 32.547 acres x $625 = $9,764.10)
9. A park impact fee, to be calculated at the rate existing at the time of final site plan submission, is required. The current rate is $300 / unit. This is equal to $90,000 on the RP-2 and RP-3 portion and $12,900 for the RP-1 portion for a total of $102,900. ($300 x 343 units = $102,900)
10. The applicant is responsible for the construction of 137th Street from the eastern property line to Mission Road by development district.
11. The applicant shall pay ¼ of the cost of the signal at 137th and Mission Road.
12. A traffic study shall be provided for review and adjustments necessary prior to the final development plan and plat for the apartment and duplexes being heard by the Planning Commission.
13. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
14. A material board shall be submitted at the time of final development application.
15. The apartments and duplexes shall provide street trees in the amount of one street tree per 40 lineal feet on the interior roadways.
16. The applicant must obtain all approvals and permits from the Public Works Department, per the attached public works memo, prior to recording the plat.
17. All power lines, utility lines, etc. are required to be underground and must be done prior to final occupancy of any building within the project.
18. A minimum three-foot tall berm shall be constructed along Mission Road and 137th Street for the duplex and multi-family project.
19. A 10-foot wide asphalt trail shall be constructed on the south side of 137th Street as required by the 135th Street Guidelines.
20. Additional landscaping, signage, community amenities and lighting information shall be submitted at the time of final development plan application.
21. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
22. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture.
23. An additional sidewalk shall be provided between the present sidewalk terminous on the duplex portion of the property southerly to the three parking spaces between the duplexes.
24. Additional information shall be submitted for the trash compactor at the time of final development application.
25. All roadways in the duplex and multi-family project will be private drives and will be maintained by the owner of the property.
26. All apartment buildings will be required to be sprinkled.
27. Class A type roofing will be required on all apartments and duplex units.
28. The preliminary plan approval for each phase of the project shall lapse in five years, if construction has not begun or if such construction is not being diligently pursued on each phase of the project; provided, however, that developer may request a hearing before the City

Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.

29. No parking signs shall be installed on one side of the interior drive system for the apartment and duplex portions. The no parking limitations shall be enforced by the management of this complex. This shall provide a minimum of 20 feet unobstructed drive.
30. The applicant shall provide certified notification to all property owners in the downstream watershed and including those abutting the lake at Highlands Ranch (down to 143rd and Kenneth).
31. Applicant agrees that any future plans or plan amendments for this tract will show buildings of a quality as high or higher than the quality shown on the preliminary plan. Specifically, the buildings will have, at a minimum, the following ratios of use of exterior materials: as a whole, the project will have exteriors of a minimum of 4% stone and 96% stucco.
32. The preliminary plan contemplated herein will be adjusted to reflect the recommendations, if any, made as a result of the traffic study referred to in these stipulations.
33. Applicant understands that the vesting of the zoning granted pursuant to this plan is governed by Kansas law.
34. The developer/property owner agrees to execute a statement acknowledging in writing that *they agree to stipulations one through thirty-four.*

WHEREAS, the developers/owners agree to these stipulations,

NOW, THEREFORE BE IT RESOLVED that the Leawood City Council does hereby approve the preliminary site plan and preliminary plat for Pine Lakes with stipulations.

Adopted by the Governing Body this 2nd day of April, 2001.

(seal)

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

January 16, 2001

To: Diane Binckley, Planning & Development Services Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department

Re: Pine Lakes Storm Water Drainage Study

Dr. Parr, a professor of Hydrology and Hydraulics with The University of Kansas has reviewed the drainage study for the Pine Lakes development and approves the study conceptually at this point. The study has been reviewed and is in compliance with all applicable sections of APWA Section 5600.

The other details concerning the design elements with the ponds and siltation control will be designed at the time the construction plans are prepared and submitted to the Public Works Department for review and approval prior to the issuance of permit. Attached are the review comments from Dr. Parr for your consideration.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

RESOLUTION NO. 1604

The Leawood City Council has considered the request for approval of preliminary site plan and preliminary plat for Pinnacle II and III located at approximately 115th and Tomahawk Creek Parkway and hereby finds the following:

WHEREAS, the development is limited to two, four-story office buildings consisting of 104,555 square feet each on 17.282 acres (.28 FAR); and

WHEREAS, the property is zoned CP-0, Planned Office, which is compliance with the City of Leawood Comprehensive Plan; and

WHEREAS, the property west and north of 114th Street will be maintained as a no cut/ no build area to protect the residential development to the west and north; and

WHEREAS, the Plan Commission has reviewed the application and recommends the following stipulations of approval:

1. The project is limited to two, four story buildings consisting of 104,555 sqft. a piece on 17.282 acres (.28 FAR).
2. The buildings within this development shall conform to the Tomahawk Creek Plaza Building Design Guidelines, submitted by Hoefer Wysocki Architects and approved by the Plan Commission.
3. Sign design and calculations will be required at final.
4. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10 / square foot of finished floor area.
5. The developer shall dedicate the R.O.W. for and construct 114th Street from 115th Street to the northeast corner of the Pinnacle II and III property. The developer shall also include the recommended 100-ft. right-turn lane with a 120-ft. taper along southbound Tomahawk Creek Parkway at the right in/right out entrance off of Tomahawk Creek Parkway.
6. Existing trees saved within the no cut zones may be credited toward the minimum number of street trees required, provided that such trees are a minimum 4 inch caliper as measured 4 1/2 feet above ground for medium and large deciduous species, or 3 feet in height for ornamental and evergreen species. All existing plant material saved shall be healthy and free of mechanical injury. If the existing trees within the no cut zone are damaged or judged to be no longer viable by the City of Leawood, the

developer must replace these trees with approved street trees at a rate of 1 street tree per 40 linear feet.

7. Pedestrian connections shall be incorporated into this project to connect existing office buildings, future development and green spaces, with the possibility of providing a hike / bike trail system throughout this area. Details will be required at final site plan.
8. A 15 ft. minimum parking setbacks shall be allowed between the parking lot and the R.O.W. along the south and east side of 114th Street, based on the amount of green space to be left for a residential buffer on the north and west side of 114th Street.
9. The owner / developer must sign an access / maintenance agreement with the City of Leawood regarding the use of the City owned property to the south.
10. Trash enclosures must be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be appropriately landscaped. The gate shall be painted decorative steel.
11. All landscaped areas shall be irrigated.
12. All downspouts are to be enclosed.
13. All roof top units must be screened from view.
14. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or a wall. This includes air conditioner units, etc.
15. The developer shall provide street trees along 114th Street at a rate of 1 tree per 40 linear ft., except as noted in stipulation 6.
16. A more detailed landscape plan must be submitted with final documents.
17. The lighting plans and fixtures must be included in the final application.
18. Materials boards must be submitted at the time of final site plan application.
19. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
20. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty.

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, by a unanimous vote, approved the recommendation with one additional stipulation:

1. This preliminary plan approval shall lapse in five years after final acceptance by the City of Leawood Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.

WHEREAS, the developers/owners agree to these stipulations,

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

SECTION ONE: The Governing Body hereby approves the preliminary site plan and preliminary plat for Pinnacle II & III with stipulations.

Adopted by the Governing Body this 2nd day of April, 2001.

Signed by the Mayor this 2nd day of April, 2001.

(s e a l)

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

February 7, 2001

To: Diane Binckley, Planning Services Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department SP

Re: Preliminary Site Plan and Plat, Pinnacle Corporate Center Two & Three

The Public Works Department has reviewed the preliminary site plan and plat for the referenced project and would like to make the following stipulations part of the plat approval process.

- Construct sidewalks on both sides of 114th Street per City standards for collector streets.
- Realign the proposed storm sewer in the northeast corner to the south or be prepared to justify the existing storm sewer system constructed with 114th Street plans is adequate to handle the additional run off from offsite.
- All drives shall be constructed in accordance with City Standards. Indicate the width of all drives on the site plan. Drives with islands shall be designed per AASHTO geometric design requirements to allow the passage of an emergency vehicle while a car is parked or broken down in the entrance. A 12-foot wide traffic lane plus an 8-foot wide parking lane (excluding curb and gutter) shall be provided on both sides of the island. All islands shall be located behind the proposed future right-of-way line of Tomahawk Creek Parkway.
- The intersection shall accommodate a left-turn lane movement on 115th Street.
- The developer must complete a stormwater drainage study for the project in accordance with Sections 15-516 and 15-517 of the City's Stormwater Management Ordinance and all applicable sections of APWA. The study shall be submitted in report format (spiral bound with cover), including appropriate text, tables, and figures and submitted prior to the preliminary hearing by the City Plan Commission.
- All encroachments within William Brothers Pipeline Gas Easement shall be resolved and approved by the Gas Company prior to the issuance of any permits by Public Works Department.
- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The building permit for the on-site improvements will not be issued by the Building Official, and the plat will not be released for recording until all permits from Public Works Department have been obtained by the Contractor and all other platting requirements have been met.
- The developer shall obtain a Land Disturbance permit from the Building Official prior to any grading work at the site.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department Public Improvement Construction Standards (Revised January 2000) and the City's Stormwater Management Ordinance (Ordinance No. 1839 C).

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City of Leawood 1948 - 1998 50 FABULOUS YEARS!

- The permit fee for plan review and construction observation services provided by the Engineering /Inspection Division of the Public Works Department shall be 5% of the construction cost for the public improvements. The fee will be charged and collected from the Contractor at the time the permit is issued by the Public Works Department.

- Construction plans for public streets, storm sewers, and street lights; that will be constructed in conjunction with the plat, shall be prepared and submitted for review to the Engineering Division of the Public Works Department **after approval by the City Council. Construction plans for public improvements submitted to the Public Works Department for review prior to the approval of the plat by the City Council will not be reviewed and returned to the engineer without further consideration.**

- Contact the City Engineer to arrange a time to conduct a pre-design meeting. The pre-design meeting shall be used to discuss design criteria and construction standards for the proposed public improvements.

- Preliminary street and storm sewer plans shall be submitted to the Engineering Division of the Public Works Department for review of proposed street grades, intersection layout, inlet locations, storm sewer alignment, separation between sanitary sewer and proposed storm sewer, and storm sewer outfall locations. The preliminary submittal shall include the title sheet, general layout sheet, street plan and profile sheets (with inlets locations shown), and the drainage area map with all off-site drainage areas delineated and drainage area tributary to each proposed inlet. The engineer shall contact the City Engineer to set up a time to meet and discuss the preliminary plans.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1605

The Leawood Governing Body has considered the request for approval of preliminary site plan, preliminary plat, and rezoning from SD, Special Development District, to RP-4, Planned Cluster Residential, for Hallbrook Villas, located at approximately 112th and State Line Road, Leawood, Johnson County, Kansas.

WHEREAS, Hallbrook Villas, ['Applicant'] submitted a request for a preliminary site plan, preliminary plat, and rezoning from SD, Special Development District, to RP-4, Planned Cluster Residential, for real property located at approximately 112th and State Line Road; and

WHEREAS, Hallbrook Villas appeared before the Plan Commission on March 6, 2001, and presented such requests for approval; and

WHEREAS, RP-4 zoning is in compliance with the Medium Density Residential identified on the 1993 and 2001 Comprehensive Plan; and

WHEREAS, the plat consists of 5 lots on 3.55 acres for a density of 0.71 acres per unit; and

WHEREAS, the Plan Commission reviewed the application and recommended the following stipulations of approval:

1. The development is limited to 5 single-family lots on 3.55 acres.
2. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.
3. Street trees must be installed (planted 40 feet apart on center) on both sides of all streets.
4. The developer must put money into escrow for the Homes Association to have the ability to refurbish the private street.
5. All utilities must be placed underground.
6. All common areas shall be platted as tracts with the appropriate description provided on the plat and in the platting text.
7. At the time of final approval, additional information shall be provided for the proposed monument signage, lighting and islands in the cul-de-sacs.
8. All regulations of the Public Works department must be resolved prior to recording of the plat, per attached Public Works memo.
9. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through nine.

WHEREAS, a valid protest petition was subsequently filed in the office of the City Clerk within 14 days after the date of the conclusion of the public hearing pursuant to the publication notice; and

WHEREAS, the Plan Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 2, 2001; and

WHEREAS, after considering the Plan Commission's recommendation, reviewing applicable laws, and hearing comments from area residents, the Governing Body, by a 4-4 vote, denied the recommendation; and

WHEREAS, the accompanying ordinance adopting the rezoning request shall not be passed except by at least a ¾ vote of all of the members of the Governing Body; and

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

SECTION ONE: The Governing Body hereby denies the applicant's request, and the Plan Commission's recommendation of approval for said preliminary site plan, preliminary plat and rezoning from SD, Special Development District, to RP-4, Planned Cluster Residential.

Adopted by the Governing Body this 2nd day of April, 2001.

Signed by the Mayor this 2nd day of April, 2001.

[SEAL]

ATTEST:

Peggy Dunn, Mayor

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

February 21, 2001

To: Diane Binckley, Planning & Development Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department SP

Re: Preliminary Site Plan & Plat for Hallbrook Villas, Case No. 08-01

At the time that the preliminary plans are submitted the following requirements of the Department of Public Works shall be addressed.

- Construct Public Street per the City of Leawood Standards for Residential Cul-De-Sac Details. The City of Leawood Governing Body no longer allows construction of private streets in the City. Construction of Private Street as proposed requires a waiver from the Governing Body prior to preparation of construction plans.

- Provide horizontal curve data for the street to comply with the City of Leawood Geometric Design Standards for Residential Streets.

- Provide 15-foot drainage easement for the maintenance of the storm sewer line on lot 1. There shall be a minimum of 7.5 foot of easement available on both sides of the sewer line.

- Construct sidewalk on both sides of cul-de-sac street in order to eliminate any gap between the existing sidewalk along the East Side of Overbrook and the proposed sidewalk, per the City of Leawood Residential Cul-De-Sac Details with Sidewalk.

- The developer must complete a stormwater drainage study for the project in accordance with Sections 15-516 and 15-517 of the City's Stormwater Management Ordinance and all applicable sections of APWA. The study shall be submitted in report format (spiral bound with cover), including appropriate text, tables, and figures and submitted prior to the preliminary hearing by the City Plan Commission.

- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The plat will be released for recording

when all permits from Public Works Department have been obtained by the Contractor and all other platting requirements have been met.

- All public improvements including Street & Strom Drainage Improvement Plans and Street Light Installation Plans shall be designed and constructed in accordance with the City of Leawood Public Works Department Public Improvement Construction Standards (Revised January 2000) and the City's Stormwater Management Ordinance (Ordinance No. 1839 C).

- The permit fee for plan review and construction observation services provided by the Engineering /Inspection Division of the Public Works Department shall be 5% of the construction cost for the public improvements. The fee will be charged and collected from the Contractor at the time the permit is issued by the Public Works Department.

- Contact the City Engineer to arrange a time to conduct a pre-design meeting. The pre-design meeting shall be used to discuss design criteria and construction standards for the proposed public improvements.

- Preliminary street and storm sewer plans shall be submitted to the Engineering Division of the Public Works Department for review of proposed street grades, intersection layout, inlet locations, storm sewer alignment, separation between sanitary sewer and proposed storm sewer, and storm sewer outfall locations. The preliminary submittal shall include the title sheet, general layout sheet~~, street~~ plan and profile sheets (with inlets locations shown), and the drainage area map with all off-site drainage areas delineated and drainage area tributary to each proposed inlet. The engineer shall contact the City Engineer to set up a time to meet and discuss the preliminary plans.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1606

RESOLUTION DESIGNATING LEAWOOD CITY HALL COURTYARD AS A PORTION OF THE LEAWOOD COMMUNITY CENTER TO CONDUCT A FUNDRAISING EVENT ON JUNE 9, 2001, IN ACCORDANCE WITH LEAWOOD CODE § 3-207.

WHEREAS, the Leawood Chamber of Commerce desires to conduct a fundraising event on June 9, 2001, and to provide for the temporary sale and serving of alcoholic beverages; and

WHEREAS, in accordance with Leawood Code 2000 § 3-207, consumption of alcoholic beverages is permitted upon property designated as the Leawood Community Center; and

WHEREAS, the Governing Body of the City has determined that it is in the public interest to designate the courtyard area of Leawood City Hall as a portion of the Leawood Community Center, in accordance with Leawood Code 2000 § 3-207.

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

SECTION ONE: The Governing Body hereby designates the Leawood City Hall Courtyard as a portion of the Leawood Community Center for a fundraising event on June 9, 2001, and to provide for the temporary sale and serving of alcoholic beverages.

SECTION TWO: This Resolution shall take effect and be in force from and after its passage.

APPROVED by the Governing Body this 16th day of April, 2001.

SIGNED by the Mayor this 16th day of April, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

P:\34ABC.DOC

RESOLUTION NO. 1607

The Leawood Governing Body has considered the request for approval of preliminary site plan for Primrose School & Daycare, located at approximately north of 137th Street and west of Roe Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Primrose School and Daycare, ['Applicant'] submitted a request for a preliminary site plan for real property located at approximately 137th Street and Roe Avenue; and

WHEREAS, a conditional use permit was a part of the case and is represented in a separate document; and

WHEREAS, Primrose School and Daycare appeared before the Plan Commission on March 6, 2001, and March 27, 2001, and presented such request for approval; and

WHEREAS, the building consists of 10,200 square feet; and

WHEREAS, no deviations were being requested; and

WHEREAS, the Plan Commission reviewed the application and recommended the following stipulations of approval:

1. The building is limited to 10,200 square feet.
2. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot ($.10 x 10,200 = $1,020.00) of finished floor area prior to the issuance of a building permit.
3. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 10,200 = $1,020.00) prior to issuance of a building permit.
4. The applicant is responsible for the K-150 impact fee in the amount $0.40/ square foot of finished floor area ($0.40 x 10,200 = $4,080.00) prior to the issuance of a building permit.
5. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
6. All power lines, utility lines, etc. are required to be underground and must be done at the time of widening 135th Street and Roe, and prior to final occupancy of any building within the project.
7. A three-foot berm or three foot tall landscaping, at the time of planting, is required around the perimeter of the parking lot adjacent to 137th Street. A revised landscape plan identifying the Plaza Point landscaping as well as the revised landscaping for this project shall be provided at final.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
10. The applicant must meet all requirements of the 135th Street Corridor Design Guidelines.
11. All signs are required to have a sign permit prior to installation.

12. Additional landscaping must be provided along the west, north and east elevations.
13. The list of items to be completed by the developer must be completed prior to final occupancy.
14. This preliminary plan approval shall lapse in five years after final acceptance by the City of Leawood Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
15. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through fifteen.

WHEREAS, the Plan Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 16, 2001; and

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

SECTION ONE: The Governing Body hereby approve the applicant's request, and the Plan Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 16th day of April, 2001.

Signed by the Mayor this 16th day of April, 2001.

[SEAL]

ATTEST:

Peggy J. Dunn

Peggy J. Dunn, Mayor

Martha Heizer

Martha Heizer, City Clerk

RESOLUTION NO. 1608

The Leawood Governing Body has considered the request for approval of preliminary site plan and preliminary plat, for Scottsdale Asset Management II, located at 4901 College Boulevard, Leawood, Johnson County, Kansas.

WHEREAS, Scottsdale Asset Management II, ['Applicant'] submitted a request for a preliminary site plan and preliminary plat, for real property located at 4901 College Boulevard; and

WHEREAS, Scottsdale Asset Management appeared before the Plan Commission on March 27, 2001, and presented such requests for approval; and

WHEREAS, an office building is in compliance with the existing CP-0, Planned Office zoning; and

WHEREAS, the plat consists of 1 lot on 1.90 acres for an f.a.r. of 0.23; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The applicant is limited to one, two-story building of 19,000 sqft. on 1.90 acres (.23 FAR).
2. Trash shall be handled internally and no external trash enclosure shall be constructed.
3. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10/square foot of finished floor area.
4. The Developer is responsible for the payment of the park impact fee of $0.10/ square foot of finished floor to be collected at the time of building permit application.
5. A 15 ft. minimum parking setback shall be allowed on the east and west internal property lines.
6. All landscaped areas shall be irrigated.
7. All downspouts shall be enclosed.
8. All rooftop units must be screened from view.
9. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or a wall. This includes air conditioner units, etc.
10. The developer shall provide street trees along College Blvd. at a rate of 1 tree per 40 linear ft.
11. A detailed landscape plan must be submitted with final application.
12. Sign design and calculations will be required at final.
13. Material boards must be submitted at the time of final site plan application.
14. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
15. Final stormwater construction plans, in accordance with Section 15-518 of the Code of the City of Leawood, shall be submitted at time of final application.
16. This preliminary plan approval shall lapse in five years after final acceptance of the preliminary plan, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The Council may grant such an extension for a definite period of time for a good cause shown by the developer.

17. The applicant must pay a park impact fee for Scottsdale Asset Management I and record the final plat prior to issuance of the building permit for Scottsdale Asset Management II.
18. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through eighteen.

WHEREAS, the Plan Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 16, 2001; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and preliminary plat with stipulations.

Adopted by the Governing Body this 16th day of April, 2001.

Signed by the Mayor this 16th day of April, 2001.

[SEAL]

ATTEST:

Martha Heizer, City Clerk

Peggy Dunn, Mayor

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

March 21, 2001

To: Diane Binckley, Planning & Development Director

From: Shahram Pourazari, P.E., *City Engineer*, Public Works Department

Re: Preliminary Site Plan for Scottsdale Asset Management, Case No. 58-00

The Public Works Department has reviewed the Preliminary Site Plan for the referenced project and would like to make the following stipulations part of the Plan approval process:

- Public Works Department requires that storm water drainage study be submitted for review and approval prior to the approval of the site plan. The study shall provide documentation that the existing storm drainage system has adequate capacity to handle additional run off generated from the site. The study shall also state if downstream storm drainage improvements are needed or on site detention is required to control additional run off generated from the site. A drainage analysis for existing and proposed site plans shall be included in the drainage study. **We would like to resolve all the drainage issues prior to the approval of final site plan.**
- Construct 4 foot sidewalk along the south side of College Blvd. to tie into the existing side walk to the east.
- Dedicate 5 foot sidewalk easement on the plat for construction of the sidewalk on the south side of College Blvd..
- Submit the preliminary plat for review.
- Provide an ingress/egress access easement on the plat in order to provide access to the existing parking lot to the east.
- Provide a 10 foot wide utility easement along the perimeter of the plat.
- Submit a traffic Impact Analysis to Bucher, Willis & Ratliff for review and coordination with the City Wide Comprehensive Traffic Study. The overall impact of additional trips generated by Scottsdale Asset Management I & II shall be determined prior to final plat approval.
- All proposed improvements within the existing right-of-way or easement to be completed as part of the development will require a permit from the Publics Works Department. The building permit for the project will not be issued by the Building Official, and the plat will not be released for recording until all permits from the Public Works Department have been obtained by the Contractors and all other requirements have been met.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Improvement Construction Standards (Revised January 2000).

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1609

RESOLUTION APPROVING PRELIMINARY SITE PLAN AND FINAL SITE PLAN FOR THE LEAWOOD PUBLIC WORKS FACILITY, LOCATED AT APPROXIMATELY 143RD AND KENNETH ROAD, LEAWOOD, JOHNSON COUNTY, KANSAS.

WHEREAS, City of Leawood, ['Applicant'] submitted a request for a preliminary site plan, and final site plan, for real property located at approximately 143rd Street and Kenneth Road; and

WHEREAS, the City of Leawood appeared before the Plan Commission on March 27, 2001, and presented such requests for approval; and

WHEREAS, a public works facility is in compliance with the 2001 Comprehensive Plan; and

WHEREAS, the site plan consists of 5 lots with 48,770 square feet of buildings; and

WHEREAS, the Plan Commission reviewed the application and recommended the following stipulations of approval:

1. The public works facility is limited to 48,770 square feet.
2. A sign permit must be obtained prior to installation.
3. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required at final application.

WHEREAS, the Plan Commission's recommendation was presented to the Governing Body at its regularly scheduled meetings on Monday, April 16, 2001 and May 7, 2001; and

WHEREAS, after considering the Plan Commission's recommendation, reviewing applicable laws, and hearing comments from area property owners, the Governing Body, added the following stipulations:

1. Installation of a 6 foot berm along Kenneth Road with shrub plantings on top and with evergreen trees on the east side of the berm;
2. Additional landscaping on the north perimeter 6 to 8 feet in height at 10-foot centers;
3. Installation of an irrigation system along Kenneth Road and along the north property line;
4. Increase the roof pitch to a 3:12 pitch; and
5. Modify the roof color to a bronze that will match the color scheme

WHEREAS, the total amount of the amendments would be approximately $116,000; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request and the Plan Commission's recommendation of approval for said preliminary site plan and final site plan, at the Governing Body meeting, held on May 7, 2001, with the following eight [8] stipulations:

1. The public works facility is limited to 48,770 square feet.
2. A sign permit must be obtained prior to installation.

3. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required at final application.
4. Must install a 6 foot berm along Kenneth Road with shrub plantings on top and with evergreen trees on the east side of the berm;
5. Additional landscaping on the north perimeter 6 to 8 feet in height at 10-foot centers;
6. Install an irrigation system along Kenneth Road and along the north property line;
7. Increase the roof pitch to a 3:12 pitch; and
8. Modify the roof color to a bronze that will match the color scheme.

SECTION TWO: This resolution shall become effective upon passage.

Adopted by the Governing Body this 7th day of May, 2001.

Approved by the Mayor this 7th day of May, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

RESOLUTION NO. 1610

A RESOLUTION APPOINTING A LOCAL FREEDOM OF INFORMATION OFFICER FOR THE CITY OF LEAWOOD, KANSAS, AND PROVIDING FOR THE OFFICER'S DUTIES, AND REPEALING RESOLUTION NO. 1536.

WHEREAS, the Kansas Legislature has required that all public agencies covered by the Open Records Act appoint a Local Freedom of Information Officer; and

WHEREAS, on July 3, 2000, by Resolution No. 1536, the City appointed Sarah Hilton, Administrative Services Manager, as the Local Freedom of Information Officer, and

WHEREAS, Ms. Hilton has resigned her duties with the City, effective May 4, 2001, the City desires to appoint Martha Heizer, City Clerk, as the Local Freedom of Information Officer.

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

SECTION ONE: **Appointment.** **Martha Heizer, City Clerk,** is hereby appointed as the Local Freedom of Information Officer and charged with all of the statutory duties prescribed by Substitute House Bill 2864 and set forth below in Section Two.

SECTION TWO: **Duties.** The Local Freedom of Information Officer or the officer's designee shall:

a. Prepare and provide educational materials and information concerning the open records act;

b. be available to assist the City and members of the general public to resolve disputes relating to the open records act;

c. respond to inquiries relating to the open records act;

d. establish the requirements for the content, size, shape and other physical characteristics of a brochure required to be displayed or distributed or otherwise make available to the public under the open records act. In establishing such requirements for the content of the brochure, the local freedom of information officer shall include plainly written basic information about the rights of a requestor, the responsibilities of a public agency, and the procedures for inspecting and obtaining a copy of public records under the open records act.

SECTION THREE: That this resolution shall become effective upon adoption.

PASSED by the Governing Body this 21st day of May, 2001.

APPROVED by the Governing Body this 21st day of May, 2001.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1611

The Leawood Governing Body has considered the request for approval of preliminary site plan, for the Heartland Building of Bi-State, located north of 143rd Street and east of Kenneth Road, Leawood, Johnson County, Kansas.

WHEREAS, the Heartland Building, ['Applicant'] submitted a request for a preliminary site plan, for real property located north of 143rd Street and east of Kenneth Road; and

WHEREAS, the Applicant appeared before the Plan Commission on April 24, 2001, and presented such requests for approval; and

WHEREAS, the building consists of 21,060 square feet 1.89 acres for a density of 0.26; and

WHEREAS, the Plan Commission reviewed the application and recommended the following stipulations of approval:

1. The project is limited to 1 building of 21,060 sqft. on 1.89 acres for a F.A.R. of 0.26.
2. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 X 21,060 sqft. = $2,106).
3. The applicant is responsible for a park impact fee of $.10 / square foot of finished floor area ($.10 X 21,060 = $2,160).
4. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
5. All new utilities shall be placed underground.
6. All signs are required to have a sign permit prior to installation.
7. All trash must be handled internally.
8. All landscaped areas shall be irrigated.
9. A decorative metal gate shall be used on the enclosure used to screen the transformer on the north elevation.
10. All downspouts are to be enclosed.
11. All roof top units must be screened from view.
12. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or wall. This includes air conditioner units, etc.
13. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
14. This plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
15. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through fifteen.

WHEREAS, the Plan Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, May 21, 2001; and

WHEREAS, after considering the Planning Commission's recommendation and reviewing applicable laws, the Governing Body, approved the recommendation, with one additional stipulation as follows:

1. The staff shall work with the property owner to eliminate the sidewalk on the east property line and in lieu of that, provide additional landscaping on the west property line .

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and accepts the Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 21st day of May, 2001.

Signed by the Mayor this 21st day of May, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

April 18, 2001

To: Diane Binckley, Planning & Development Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department SP

Re: Preliminary Plan and Final Plan for Bi-State - Heartland Building, Case No. 14-01

The Public Works Department has reviewed the Preliminary Site Plan for the referenced project and would like to make the following stipulations part of the Plan approval process:

- Public Works Department has reviewed the storm drainage study and found it to be in general conformance with the requirements of Stormwater Management Ordinance No. 1839
- Submit the final plat for review.
- Provide the plat on a sheet size of 24-inch by 36-inch per City of Leawood standards.
- Provide an ingress/egress access easement on the plat in order to provide access to the existing parking lot to the south.
- The existing storm drainage system that is located to the north to serve the off-site drainage area is a public system and requires separate set of storm drainage improvement plans submitted to the Public Works Department for review and approval. A storm sewer permit is required for the extension and connection to the public storm drainage structures. The building permit for the project will not be issued by the Building Official, and the plat will not be released for recording until all permits from the Public Works Department have been obtained by the Contractors and all other requirements have been met.
- The drive entrance shall be constructed to City of Leawood standards for Commercial and Industrial Drives. A permit is required for the construction of the drive from the Public Works Department prior to the issuance of the building permit.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Improvement Construction Standards (Revised March 2001).

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1612

The Leawood Governing Body has considered the request for approval of preliminary site plan and preliminary plat, for Villas at Whitehorse, located north of 151st Street and east of Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Villas at Whitehorse, ['Applicant'] submitted a request for a preliminary site plan and preliminary plat, for real property located at approximately 151st and Nall Avenue; and

WHEREAS, Villas of Whitehorse appeared before the Plan Commission on March 27, and April 24, 2001 and presented such requests for approval; and

WHEREAS, the plat consists of 60 lots on 15.399 acres for a density of 3.89 units per acre; and

WHEREAS, the Plan Commission reviewed the application and recommended the following stipulations of approval:

1. The project is limited to 60 units on 15.399 acres.
2. The applicant developer shall work with the City of Leawood Fire Department for the design of emergency accesses to the private drives within the development.
3. The applicant is responsible for a park impact fee in the amount of $300 per dwelling unit for a total of $18,000.
4. The developer is responsible for a South Leawood Transportation impact fee in the amount of $1,150 per acre. The total amount to be paid at the time of approval of the final plat is $17,709.
5. The developer is responsible for $200 / front foot for Nall and 151st Street.
6. All structures shall maintain a 22.5' front yard setback unless the Board of Zoning Appeals approves a variance.
7. Only Class A roofing material may be used on all properties.
8. All structures shall maintain a minimum 10' street side side yard and 15' between structures.
9. The lot dimensions shall be provided on the final plat.
10. All landscaped areas shall be irrigated.
11. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.
12. All streets within the subdivision will be public. The developer or Homes Association will maintain any plantings or statuary within the street right-of-way. A maintenance agreement between the City and developer/homeowner's association for the proposed landscape medians and any other approved privately owned amenities in the public right-of-way shall be finalized prior to construction of them.
13. Sidewalks are required per street construction standards. Sidewalks shall be provided along both sides of the southern cul-de-sac.
14. Pedestrian paths shall be provided within common landscaped areas, which provide access from this development to the future commercial development to the south.
15. Street trees must be installed (planted 40 feet apart on center) on both sides of all public streets.
16. All utilities must be placed underground.

17. All common areas shall be platted as tracts with the appropriate description provided on the plat and in the platting text.
18. All shared driveways shall be excluded from each individual lot and shall be platted as part of common area to be maintained by the homeowner's associations.
19. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
20. This preliminary plan approval shall lapse in five years after final acceptance by the City of Leawood Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
21. At the time of final approval additional information shall be provided for any proposed architecture features, water features, monument signage, elevations of any proposed fencing, and islands in the cul-de-sacs.
22. A more detailed landscape plan must be submitted with final documents.
23. The lighting plans and fixtures must be included in the final application.
24. Materials boards must be submitted at the time of final site plan application.
25. All streets within the subdivision shall be public. Shared driveways/auto courts are not to be considered public streets but private drives and are to be the sole responsibility of the homes association in perpetuity.
26. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-six.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, May 21, 2001; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and preliminary plat.

Adopted by the Governing Body this 21st day of May, 2001.

Signed by the Mayor this 21st day of May, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

March 22, 2001

To: Diane Binckley, Planning & Development Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department SP

Re: Preliminary Site Plan and Plat
Villas of Whitehorse, Case No. 10-01

The Public Works Department has reviewed the preliminary site plan and plat for the referenced project and would like to make the following stipulations part of the plat approval process.

PRELIMINARY SITE PLAN AND PLAT

- The streets must meet a minimum 200' radius per City of Leawood Standards.
- Label and clearly identify the width of all existing and proposed streets and all existing and proposed street right-of-way.
- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The building permit for the project will not be issued by the Building Official and the plat will not be released for recording until all permits from the Public Works Department have been obtained by the Contractors and all other platting requirements have been met.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department, Public Improvement Construction Standards (Revised January 2000).
- The developer shall submit a grading and erosion control plan to the Building Official to obtain a land disturbance permit. The developer shall obtain a land disturbance permit prior to any grading work at the site.
- The permit fee for plan review and construction observation services for public improvements provided by the Engineering /Inspection Division of the Public Works Department shall be 5% of the construction cost for all public improvement plans for street and storm drainage improvements and street light installation. The fee will be charged and collected from the Contractor at the time the permit is issued by the Public Works Department.
- A separate set of construction plans for public streets, public storm sewers, and street lights, to be constructed in conjunction with this development, shall be prepared and submitted for review and approval to the Engineering Division of the Public Works Department.

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- The grading plan for the project shall be coordinated with proposed street grade profile established for Nall Avenue. Preliminary profile grade for Nall Avenue is currently available from the City of Leawood Public Works Department. Refer to Nall Avenue plans and ensure that future grade of Nall Avenue will match the finished grade at the R/W line and there will not be a need for a T.C.E.

- Revise the street width of the entrance off Rosewood Avenue to match the entrance of White Horse 4th Plat. Provide 20-foot of pavement, excluding curb and gutter, on both sides of the island.

- Dedicate 60-foot of right-of-way along Nall Avenue.

- The site triangles for all entrances off of public streets shall be revised to comply with Section 4-6.3 of the City of Leawood Development Ordinance.

- The storm drainage study has been reviewed and has been found to be in general conformance with the City of Leawood Stormwater Ordinance.

- Relocate the island within the entrance of Rosewood to behind the right-of-way line.

- Provide a minimum of 75 foot between access drives per AASHTO Geometric Design requirements.

- Private Drives shall be 26-foot wide with 11-foot pavement to match the public streets.

- Revise the plat to reflect the required centerline radius.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

April 18, 2001

To: Diane Binckley, Planning & Development Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department SP

Re: Preliminary Plat and Plan for Villas of Whitehorse, Case No. 10-01

The Public Works Department has reviewed the Final Site Plan for the referenced project and would like to make the following additional stipulations to the previously submitted comments dated March 22, 2001 as part of the Plan approval process:

- Construction of curb cuts for the Private Shared Drive shall be concrete approach per City of Leawood Public Improvement Construction Standards.
- Minimum radii for curb cuts for Private Shared Drive shall be 25-foot.
- Proposed construction location of the storm drainage system shall be shown on the final plans.
- Relocate the Private Drive located immediately south of the main entrance to the north to achieve the minimum 75-foot clearance between drives per AASHTO Geometric Design.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1613

The Leawood Governing Body has considered the request for approval of preliminary site plan, preliminary plat, and rezoning from AG, Agriculture, to RP-1, Planned Single Family Residential, for St. Michael the Archangel Catholic Church, School and Residential, located north of 143rd Street and east of Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, St. Michael's, ['Applicant'] submitted a request for a preliminary site plan, preliminary plat, and rezoning from AG, Agriculture, to RP-1, Planned Single Family Residential, for real property located located north of 143rd Street and east of Nall Avenue; and

WHEREAS, St. Michael's appeared before the Planning Commission on April 24, 2001, and presented such requests for approval; and

WHEREAS, the church use is in compliance with the Public Use identified on the 2001 Comprehensive Plan, and the RP-1 zoning is an acceptable use as a buffer between single family residential and the church facility; and

WHEREAS, the plat consists of ~~20~~ 19 mL lots on 10.5 acres for a density of 0.52 acres per unit; and

WHEREAS, the project is limited to an 85,195 sqft. education center, a 61,268 sqft. worship center and a 4,650 sqft. rectory on 19.786 acres; and

WHEREAS, the Plan Commission reviewed the application and recommended the following stipulations of approval: 19 mL

1. The project is limited to ~~20~~ single-family residential lots on 10.50 acres.
2. The project is limited to an 85,195 sqft. education center, a 61,268 sqft. worship center and a 4,650 sqft. rectory on 19.786 acres.
3. The developer is responsible for a South Leawood Transportation impact fee in the amount of $625 per acre. The total amount to be paid at the time of approval of the final plat is $18,925.75.
4. The developer is responsible for $200 / front foot for 143rd Street and Nall Ave.
5. The developer is responsible for a park impact fee in the amount of $300/dwelling unit for a total of (20 units X $300) $6,000. Also a park impact fee shall be collected for the church (excluding sanctuary) and education center at a rate of $0.10 per square foot.
6. Street trees shall be planted at a rate of one tree per 40 linear feet.
7. A 3' landscaped berm shall be located between the parking of the education/worship center and the adjacent residential portion of the development.
8. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Plan Commission at final plan.
9. Sign design and calculations will be required at final.
10. Trash enclosures must be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be appropriately landscaped. The gate shall be painted steel.
11. All landscaped areas shall be irrigated.
12. All downspouts are to be enclosed.

13. All roof top units must be screened from view.
14. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or wall. This includes air conditioner units, etc.
15. A more detailed landscape plan must be submitted with final documents.
16. The lighting plans and fixtures must be included in the final application.
17. Materials boards must be submitted at the time of final site plan application.
18. The applicant shall work with city staff to address the issue of interior traffic circulation at the location just north of the right-out only driveway onto 143rd Street at final.
19. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
20. This preliminary plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
21. The applicant must appear before the Board of Zoning Appeals to seek a variance for the proposed height of the structure and the spire. The Planning Commission is supportive of the request.
22. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-two.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, May 21, 2001; and

WHEREAS, after considering the Planning Commission's recommendation and reviewing applicable laws, the Governing Body approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan, preliminary plat and rezoning from AG, Agriculture, to RP-1, Planned Single Family Residential.

Adopted by the Governing Body this 21st day of May, 2001.

Signed by the Mayor this 21st day of May, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

March 21, 2001

To: Diane Binckley, Planning Services Administrator
Department of Planning and Development

From: Shahram Pourazari, P.E., City Engineer SP
Public Works Department

Re: Preliminary Site Plan and Plat
Saint Michael the Archangel, Case No. 17-01

The Public Works Department has reviewed the preliminary site plan and plat for the referenced project and would like to make the following stipulations part of the plat approval process.

PRELIMINARY SITE DEVELOPMENT PLAN

- Label and clearly identify the width of all existing and proposed streets and all existing and proposed street right-of-way.
- The site triangles for all entrances off of public streets shall be revised to comply with Section 4-6.3 of the City of Leawood Development Ordinance.
- All proposed entrances shall be constructed in accordance with the City of Leawood Public Improvement Construction Standards.
- The proposed development sign located at the entrance off Nall Avenue shall be relocated outside of the street right-of-way.
- The storm drainage study has been reviewed. Outstanding storm drainage issues will be addressed prior to final plat approval.
- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The building permit for the project will not be issued by the Building Official and the plat will not be released for recording until all permits from the Public Works Department have been obtained by the Contractors and all other requirements have been met.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department, Public Improvement Construction Standards (Revised January 2000)
- The developer shall submit a grading and erosion control plan to the building official to obtain a land disturbance permit. The developer shall obtain a land disturbance permit prior to any grading work at the site.
- The permit fee for plan review and construction observation services for public improvements provided by the Engineering /Inspection Division of the Public Works Department shall be 5% of the construction cost

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for street and storm drainage improvements. The fee will be charged and collected from the Contractor at the time the permit is issued by the Public Works Department.

- A separate set of construction plans for public streets, public storm sewers, and street lights, to be constructed in conjunction with this development, shall be prepared and submitted for review and approval to the Engineering Division of the Public Works Department.

- The grading plan for the project shall be coordinated with proposed street grade profile established for Nall Avenue. Preliminary profile grade for Nall Avenue is currently available from the City of Leawood Public Works Department. Refer to Nall Avenue plans and ensure that future grade of Nall Avenue will match the finished grade at the R/W line and there will not be a need for a T.C.E.

- Construct a 10-foot wide island at the entrance with two 12-foot lanes on the west side of the island to accommodate left and right turning movements onto 143rd Street and one 12-foot lane on the east side of the island to accommodate turning movements into the site from 143rd Street. Also construct a 10-foot wide island at the entrance with two 12-foot lanes on the north side of the island to accommodate left and right turning movements onto Nall Avenue and one 12-foot lane on the south side of the island to accommodate turning movements into the site per Figure 6 of the Traffic Impact Analysis prepared by Bucher, Willis & Ratliff. Adjust drive entrance width accordingly.

- Construct a 36-foot wide pavement at 143rd Street and Nall Avenue to accommodate a left turn/thru traffic movement and a right turn/thru traffic movement. Construct a right turn only lane for northbound traffic at southeast corner of Nall Avenue & 143rd Street as determined per Figure 6 of the Traffic Impact Analysis prepared by Bucher, Willis & Ratliff. Adjust the proposed layout for the right-out only drive entrance accordingly.

- Construct a 12-foot lane to accommodate a left turn movement for eastbound traffic from 143rd Street into the site.

- Construct a 10:1 taper from the curb return to the existing edge of pavement on the West Side of the proposed church/school access drive onto 143rd Street. Construct a taper on the east side from the curb return to the existing edge of pavement at the property line.

- Reduce the width of the right out only drive to 20-foot lane, excluding curb and gutter, to provide a 12-foot traffic lane and an 8-foot parking lane for emergency situation.

PLAT

- The City of Overland Park is developing 143rd Street west of Nall Avenue as a primary arterial with 60 feet of right-of-way on either side of the centerline of the right-of-way. Accordingly, 60 feet of right-of-way shall be dedicated along the north side of 143rd Street on the plat. Therefore, it is required to provide a 10:1 taper from the east property line for a distance of 100 foot to the new dedicated right-of-way line. Adjust the south property line and description accordingly. This will accommodate a transition from a primary arterial to a secondary arterial street at the east property line.

- Dedicate 60-foot of right-of-way along the East Side of Nall Avenue and along the north side of 143rd Street.

- Provide an on-site storm water detention easement for the area designated as Tract A.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

3260920

RESOLUTION NO. 1614

A RESOLUTION AMENDING RESOLUTION NO. 1553 FINDING AS TO THE ADVISABILITY AND AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO 135TH STREET AND ROE AVENUE WITHIN THE CITY OF LEAWOOD, KANSAS, PURSUANT TO THE PROVISIONS OF K.S.A. 12- 6a01 ET SEQ.

WHEREAS, a petition was filed with the City Clerk of the City of Leawood, Kansas, by the owners of record of a majority of the properties sought to be included in an improvement district described in said petition, proposing the improvement of 135th Street and Roe Avenue south to 137th Street in the City of Leawood, as more specifically described therein (the "Project"); and

WHEREAS, by Resolution No. 1553, the Governing Body of the City made certain findings as to the advisability of the improvements as required by K.S.A. 12-6a01 et seq., including that the estimated and probable cost of the improvements was expected to be Seven Hundred Thousand Dollars ($700,000.00); and

WHEREAS, it is now anticipated that the cost of the improvements will exceed the original estimate, and the Governing Body desires to amend Resolution No. 1553 to increase such estimate and in certain other respects as herein provided.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Leawood, Kansas, that Resolution No. 1553 be amended as follows:

Section 1. *Section 2 of Resolution No. 1553 is hereby amended to provide as* follows:

> "Section 2. The estimated or probable cost of the improvements, including issuance and administrative costs, is One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00), exclusive of cost to acquire any necessary easements and right-of-way.
>
> Petitioners agree to provide all easements and right-of-way necessary for the improvement without cost to the City."

Section 2. That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation improvement bonds of the City in an amount not to exceed $1,350,000.

Section 3. That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed

Return to:
City of Leawood
ATTN: MARTHA HEIZER
4800 Town Center Drive
Leawood, KS 66211

$1000

STATE OF KANSAS } SS
COUNTY OF JOHNSON }
FILED FOR RECORD

2001 JUN 25 A 10: 13

REBECCA L. DAVIS
REGISTER OF DEEDS

BOOK 7114 PAGE 491

10.00 ca

shall be capital expenditure with the meaning of Section 1.150-1(h) of the Income Tax Regulations (the "Regulations").

This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

Section 4. That as of the date hereof, there are not City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of temporary notes or the bonds. This Resolution, therefore is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 5. That this Resolution shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This Resolution shall be available for inspection at the office of the City Clerk at City Hall during normal business hours of the City on every business day until the date of issuance of the bonds.

Section 6. That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account form which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

Section 7. This resolution shall take effect after its passage and publication once in the official city newspaper.

Section 8. The City Clerk is directed to file a copy of this resolution with the Register of Deeds of Johnson County, Kansas, within five days of the adoption of this resolution.

ADOPTED by the Governing Body this 4th day of June, 2001.

(SEAL)

Peggy J. Dunn
Peggy J. Dunn
Mayor

Attest:

Sylvia A. Harper for M.H.
Martha Heizer
City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney

BOOK 7114 PAGE 493

533398.01

RES1614

Publication Fees: $36.64

The Legal Record

213 E. Santa Fe, Suite 2
Olathe, KS 66061
(913) 780-5790

CITY OF LEAWOOD
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Penny Knight, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 *consecutive week(s), as follows:*

RESOLUTION NO. 1614--6/12/01

Penny Knight

Legal Notices Administrator

Subscribed and sworn to before me on this date:

JUNE 13, 2001

Debra Valenti

Notary Public

DEBRA VALENTI
Notary Public - State of Kansas

My appointment expires: August 21, 2003.

$36.64

RESOLUTION NO. 1614

First published in The Legal Record, Tuesday, June 12, 2001.

RESOLUTION NO. 1614

A RESOLUTION AMENDING RESOLUTION NO. 1553 FINDING AS TO THE ADVISABILITY AND AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO 135TH STREET AND ROE AVENUE WITHIN THE CITY OF LEAWOOD, KANSAS, PURSUANT TO THE PROVISIONS OF K.S.A. 12- 6a01 ET SEQ.

WHEREAS, a petition was filed with the City Clerk of the City of Leawood, Kansas, by the owners of record of a majority of the properties sought to be included in an improvement district described in said petition, proposing the improvement of 135th Street and Roe Avenue south to 137th Street in the City of Leawood, as more specifically described therein (the "Project"); and

WHEREAS, by Resolution No. 1553, the Governing Body of the City made certain findings as to the advisability of the improvements as required by K.S.A. 12-6a01 et seq., including that the estimated and probable cost of the improvements was expected to be Seven Hundred Thousand Dollars ($700,000.00); and

WHEREAS, it is now anticipated that the cost of the improvements will exceed the original estimate, and the Governing Body desires to amend Resolution No. 1553 to increase such estimate and in certain other respects as herein provided.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Leawood, Kansas, that Resolution No. 1553 be amended as follows:

Section 1. Section 2 of Resolution No. 1553 is hereby amended to provide as follows:

> "Section 2. The estimated or probable cost of the improvements, including issuance and administrative costs, is One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00), exclusive of cost to acquire any necessary easements and right-of-way.
>
> Petitioners agree to provide all easements and right-of-way necessary for the improvement without cost to the City."

Section 2. That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation improvement bonds of the City in an amount not to exceed $1,350,000.

Section 3. That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed shall be capital expenditure with the meaning of Section 1.150-1(h) of the Income Tax Regulations (the "Regulations").

This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

Section 4. That as of the date hereof, there are not City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of temporary notes or the bonds. This Resolution, therefore is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 5. That this Resolution shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This Resolution shall be available for inspection at the office of the City Clerk at City Hall during normal business hours of the City on every business day until the date of issuance of the bonds.

Section 6. That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account form which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

Section 7. This resolution shall take effect after its passage and publication once in the official city newspaper.

Section 8. The City Clerk is directed to file a copy of this resolution with the Register of Deeds of Johnson County, Kansas, within five days of the adoption of this resolution.

ADOPTED by the Governing Body this 4th day of June, 2001.

(S E A L)

Peggy J. Dunn
Peggy J. Dunn
Mayor

Attest:

Sylvia A. Hoppe for M.H.
Martha Heizer
City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney

cc: Finance
Legal
Planning
Public Works

RESOLUTION NO. 1615

A RESOLUTION ADOPTING A SPECIAL BENEFIT DISTRICT POLICY FOR THE CITY OF LEAWOOD, KANSAS, AND REPEALING RESOLUTION NO. 694.

WHEREAS, the City desires to provide for certain development within the City through the use of Special Benefit District financing; and

WHEREAS, it is the goal of the City to maintain a positive financial position and provide developers a financial tool to generate financing for projects that would be beneficial to the City; and

WHEREAS, on March 19, 1985, by Resolution No. 694, the City established and adopted a policy for the creation and improvements of such districts, and subsequently incorporated into a Debt Management Policy on April 3, 2000, by Resolution No. 1518; and

WHEREAS, the City desires to adopt and implement a revised Special Benefit District Policy, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the Special Benefit District Policy, as presented at its June 18, 2001, Governing Body meeting, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This Resolution shall take effect and be in force from and after its passage.

SECTION THREE: That Resolution No. 694, adopted on March 18, 1985, is hereby repealed.

PASSED by the Governing Body this 18th day of June, 2001.

APPROVED by the Mayor this 18th day of June, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

P:\3BENFDIS.DOC

Exhibit "A"

Special Benefit District Assessment Policy
(Formerly adopted by Resolution #694)

Objectives:

To provide for certain development within the City through the use of Special Benefit District Assessment financing. To provide adequate assurance to the City for the repayment of bonds from benefit district property.

Scope:

Property owner or developer wishing to seek financial help from the City to develop within the City.

Definitions:

None defined.

Provisions:

The City of Leawood may facilitate new development by providing for the installation of public improvements upon submission of a valid petition (provided by the City) of the property owners, the required financial commitment, and acceptance by the Governing Body as required by law. Said commitment is considered to be provided whenever the City has been furnished by all property owners with:

A. funding (cash, cashier's check or escrow account) equal to 20% of the estimated principal cost of the project; or
B. B. financial guarantee (irrevocable letter of credit, corporate completion bond) equal to 35% of the estimated principal cost of the project.

The required funding or financial guarantee shall be provided prior to the City awarding any construction contract. Cash funding will be used to reduce the amount of project costs covered by special benefit district assessment (general obligation) bond financing. The financial guarantee will be applied annually to satisfy the principal and interest costs of bonded public improvements should any applicable special assessments not be paid when due. The financial guarantee will be released upon request of the developer when certificates of occupancy for building permits are issued for at least 35% of the properties within the development that received the improvements OR five (5) years from the issuance date of the guarantee, whichever occurs sooner. At the time the bonds are issued any funds in excess of the developer's contribution, based on the original project estimate and offset by the actual project cost, will be refunded by the city or the financial guarantee shall be reduced by an equivalent amount.

Special Benefit District Assessment financing will not be approved if the petitioner has a financial interest in an existing development that has delinquent special assessment taxes.

Installation of public improvements with special assessment financing may be authorized by the Governing Body without a financial commitment when deemed to be in the public interest and when one or more of the following conditions exist:

C. Improvements are ordered by resolution of the Governing Body.
D. The majority of land in the benefit district is in public ownership.
E. The benefit district is in multiple ownership and a majority of the land therein is developed with residences or other municipal buildings.

Procedures:

Petition form and petition instruction are attached hereto and made a part of the Policy Statement.

Responsibility for Enforcement:

The City Administrator shall be responsible to the Governing Body for the enforcement of the Special Assessment Policy. The Finance Director shall assist in the implementation of this Policy.

References:

City of Leawood Resolution No. 1518
Adopted by Resolution 1615

INSTRUCTIONS: PETITION FOR IMPROVEMENTS

1. Type information contained in items 1 thru 5.

2. The estimated cost of the improvement(s) should include all administrative costs imposed by the City, including estimated interest on temporary notes, bond fees, legal fees, publications, and engineering fees. City staff will assist in calculating the estimated costs. An increase in the estimated cost of the project during the course of the project will likely require submission of a revised petition. Therefore, it is recommended that cost estimates contain an allowance for increased or unanticipated costs.

3. Any method of assessment other than assessment based on square footage, front feet or the value of property should be discussed with City staff before submitting the petition.

4. If a specific project engineer is requested of the petitioner(s), it must be so noted as an addition to the petition.

5. A map depicting the proposed improvement and the benefit district boundary shall accompany the petition.

6. The general nature of the proposed improvement should be described to include all types of improvement expected to be part of the project. It is recommended that the description of the proposed improvement conclude with inclusive language such as "…..and all things necessary and appurtenant thereto."

7. Executed petition, complete with notary, must be filed in the City Clerk's Office.

PLEASE NOTE: Any change in the nature of the improvement, an increase in the estimated cost, a change in the method of assessment, or a change in the boundaries of the improvement district may require submission of a revised petition which is subject to approval by the City Council. If any such change occurs during the course of a project, please contact City staff immediately.

(June 2002)

PETITION FOR IMPROVEMENTS

TO THE GOVERNING BODY OF THE CITY
OF LEAWOOD, KANSAS DATE:_____

The undersigned owners of record of property liable for the assessments hereinafter described hereby petition the Governing Body of the City of Leawood, Kansas (the "City"), to find it advisable and to authorize the Improvements hereinafter defined pursuant to K.S.A. 12-6a01, et. seq.

1. The general nature of the proposed improvement(s) is:

_____

_____

_____

_____

_____

_____ (The "Improvement(s)").

2. The estimated or probable cost of the Improvement (s) is $_____.

3. The extent of the proposed improvement district to be assessed is as follows, to-wit:

_____

_____

_____

_____

_____

_____

4. The proposed method of assessment is:

_____

_____

_____

5. The proposed apportionment of cost between the improvement district and the City-at-large is as follows:

The improvement district shall pay $_____ or _____% of the cost.

The City-at-large shall pay $_____ or _____% of the cost.

6. The undersigned hereby request that the Improvements be made without notice and hearing as provided by K.S.A. 12-6a04.

7. The names of the undersigned may not be withdrawn from this Petition by the Signers hereof after the Governing Body commences consideration of the Petition or later than seven days after filing of this Petition with the City Clerk, whichever occurs first.

IN WITNESS WHEREOF, the undersigned petitioners have executed this Petition to create herein described improvement district on the dates set forth opposite their respective names.

Signature	Printed or Typed Name	Residence	Date of Signing	Property Owned Within Improvement District

Signature	Printed or Typed Name	Residence	Date of Signing	Property Owned Within Improvement District

Signature	Printed or Typed Name	Residence	Date of Signing	Property Owned Within Improvement District

CERTIFICATION

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, hereby certify that I personally witnessed the signing of this Petition consisting of _____ pages by each person whose name appears thereon.

_____

Subscribed and sworn to before me this _____day of _____, _____.

_____
Notary Public

[SEAL]

My Appointment Expires:

_____

Received by the City Clerk of the City of Leawood, Kansas, this _____ day of _____, _____.

_____
City Clerk

RESOLUTION NO. 1616

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE 2002 FISCAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, the City of Leawood, Kansas desires to conduct a Public Hearing to consider the proposed 2002 Fiscal Budget for the City of Leawood, Kansas; and

WHEREAS, the City directs a public hearing to be held on Monday, July 16, 2001 at 7:30 P.M., and publish notice of same in the official city newspaper; and

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

SECTION ONE: That a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood, Kansas, on Monday, July 16, 2001, at 7:30 P.M., at the Leawood City Hall, 4800 Town Center Drive, Leawood, Johnson County, Kansas, for the purpose of considering the proposed 2002 Fiscal Budget.

SECTION TWO: That the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City newspaper, in accordance with K.S.A. 75-4317, et seq., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

PASSED by the Governing Body this 18th day of June, 2001.

APPROVED by the Mayor this 18th day of June, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

P:\313BUDGET.DOC

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSED 2002 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a public hearing in the City Council Chambers at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas, at 7:30 P.M. on Monday, July 16, 2001, to consider the proposed 2002 Fiscal Budget for the City of Leawood, Kansas.

The hearing may be adjourned from time to time, as deemed necessary by the Governing Body. All persons desiring to be heard with reference to the proposed 2002 Fiscal Budget will be heard at said time.

MARTHA HEIZER
CITY CLERK

00132993

Publication Fees: $15.76

The Legal Record
213 E. Santa Fe, Suite 2
Olathe, KS 66061
(913) 780-5790

CITY OF LEAWOOD
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Penny Knight, of lawful age, being first duly swom, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:

NOTICE OF PUBLIC HEARING, 2002 FISCAL BUDGET--6/19/01

Penny Knight

Legal Notices Administrator

Subscribed and sworn to before me on this date:

JUNE 20, 2001

Debra Valenti

Notary Public

DEBRA VALENTI
Notary Public - State of Kansas

My appointment expires: August 21, 2003.

$15.76

PUBLIC HEARING

First published in The Legal Record, Tuesday, June 19, 2001.

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSED 2002 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a public hearing in the City Council Chambers at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas, at 7:30 P.M. on Monday, July 16, 2001, to consider the proposed 2002 Fiscal Budget for the City of Leawood, Kansas.

The hearing may be adjourned from time to time, as deemed necessary by the Governing Body. All persons desiring to be heard with reference to the proposed 2002 Fiscal Budget will be heard at said time.

Martha Heizer

MARTHA HEIZER
CITY CLERK

RESOLUTION NO. 1617

The Leawood Governing Body has considered the request for approval of final plat, for Pinnacle II, located at approximately 115th and Tomahawk Creek Parkway, Leawood, Johnson County, Kansas.

WHEREAS, Pinnacle II, ['Applicant'] submitted a request for a final plat, for real property located at approximately 115th and Tomahawk Creek Parkway; and

WHEREAS, Pinnacle II appeared before the Plan Commission on May 22, 2001, and presented such requests for approval; and

WHEREAS, the final plat is in substantial compliance with the preliminary; and

WHEREAS, the plat consists of 1 lot on 8.507 acres for a density of 0.28 f.a.r.; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The project is limited to one, four story buildings consisting of 104,555 sqft. on 8.507 acres (.28 FAR).
2. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10 / square foot of finished floor area ($0.10 X 104,555 = $10,455.50).
3. If the City of Leawood deems that additional parking is required for the development, the developer/owner shall install additional parking within phase II of this development. The number of additional parking spaces needed shall be determined by the Director of Planning Services.
4. The courtyard on the east side of Pinnacle II in phase I shall be constructed in its entirety as part of phase I.
5. The entrance off of 114th Street and the circular turnaround shall be constructed in its entirety during phase I of the development.
6. The developer shall dedicate the R.O.W. for and construct 114th Street from 115th Street to the northernmost point of the proposed driveway off of 114th Street.
7. Existing trees saved within the no cut zones may be credited toward the minimum number of street trees required, provided that such trees are a minimum 4 inch caliper as measured 4 1/2 feet above ground for medium and large deciduous species, or 3 feet in height for ornamental and evergreen species. All existing plant material saved shall be healthy and free of mechanical injury. If the existing trees within the no cut zone are damaged or judged to be no longer viable by the City of Leawood, the developer must replace these trees with approved street trees at a rate of 1 street tree per 40 linear feet.
8. A 15 ft. minimum parking setbacks shall be allowed between the parking lot and the R.O.W. along the south and east side of 114th Street, based on the amount of green space to be left for a residential buffer on the north and west side of 114th Street.
9. The owner / developer must sign an access / maintenance agreement with the City of Leawood regarding the use of the City owned property to the south.

10. All landscaped areas shall be irrigated.
11. All downspouts are to be enclosed.
12. All roof top units must be screened from view.
13. All utilities must be placed underground.
14. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or a wall. This includes air conditioner units, etc.
15. The developer shall provide street trees along 114th Street at a rate of 1 tree per 40 linear ft., except as noted in stipulation 6.
16. The lighting fixtures used in the parking The parking lot light fixtures should be Gardco Pole Light #MA2213H-250MH-MT-VP-LP with #RAS-25L-AF-D1-VP Pole to match the light fixtures approved for the Pinnacle I building.
17. The signs for multiple tenants will be designed so as to be harmonious with the character of the architecture of Pinnacle II and III and shall be visually harmonious with all other signage existing on the building in size, style, material and color. The maximum size of any wall sign shall be 200 sqft. with a maximum letter height of 3'.
18. A 5' sidewalk shall be constructed on both sides of 114th Street per City standards for collector streets.
19. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
20. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty.

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Plan Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 18th day of June, 2001.

Signed by the Mayor this 18th day of June, 2001.

[SEAL]

ATTEST:

Peggy Dunn, Mayor

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

April 18, 2001

To: Diane Binckley, Planning & Development Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department

Re: Final Site Plan, Pinnacle Corporate Center Two & Three, Case No. 22-01

The Public Works Department has reviewed the final site plan for the referenced project and would like to make the following stipulations part of the plat approval process.

- Construct 5-foot sidewalks on both sides of 114th Street per City standards for collector streets.
- Revise the drive off of Tomahawk Creek Parkway to provide a 12-foot wide traffic lane plus an 8-foot wide parking lane (excluding curb and gutter) on both sides of the island.
- The intersection shall accommodate a left-turn lane movement on 115th Street.
- A storm drainage study has been submitted and reviewed by the Public Works Department and found to be in general conformance with the City of Leawood Stormwater Management Ordinance. Any outstanding issues pertaining to the management of the stormwater runoff must be addressed at the time the construction plans for the storm drainage improvements are submitted.
- Connect the three storm sewer lines by constructing a storm drainage structure in the southeast corner of the site. Need to clarify if the existing storm drainage system can handle the flow from the 10-year and 100-year events.
- All encroachments within William Brothers Pipeline Gas Easement shall be resolved and approved by the Gas Company prior to the issuance of any permits by Public Works Department.
- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The building permit for the on-site improvements will not be issued by the Building Official, and the plat will not be released for recording until all permits from Public Works Department have been obtained by the Contractor and all other platting requirements have been met.
- The developer shall obtain a Land Disturbance permit from the Building Official prior to any grading work at the site.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department Public Improvement Construction Standards (Revised March 2001) and the City's Stormwater Management Ordinance (Ordinance No. 1839 C).
- The permit fee for plan review and construction observation services provided by the Engineering /Inspection Division of the Public Works Department shall be 5% of the construction cost for the public improvements. The fee will be charged and collected from the Contractor at the time the permit is issued by the Public Works Department.

Sister City to I-Lan, Taiwan, R.O.C.

- Construction plans for public streets, storm sewers, and street lights, that will be constructed in conjunction with the plat, shall be prepared and submitted for review to the Engineering Division of the Public Works Department **after approval by the City Council. Construction plans for public improvements submitted to the Public Works Department for review prior to the approval of the plat by the City Council will not be reviewed and returned to the engineer without further consideration.**

- Contact the City Engineer to arrange a time to conduct a pre-design meeting. The pre-design meeting shall be used to discuss design criteria and construction standards for the proposed public improvements.

- Preliminary street and storm sewer plans shall be submitted to the Engineering Division of the Public Works Department for review of proposed street grades, intersection layout, inlet locations, storm sewer alignment, separation between sanitary sewer and proposed storm sewer, and storm sewer outfall locations. The preliminary submittal shall include the title sheet, general layout sheet, street plan and profile sheets (with inlets locations shown), and the drainage area map with all off-site drainage areas delineated and drainage area tributary to each proposed inlet. The engineer shall contact the City Engineer to set up a time to meet and discuss the preliminary plans.

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1618

The Leawood Governing Body has considered the request for approval of a final plat, for St. Michael the Archangel Catholic Church and School, located at approximately 143rd and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, St. Michael the Archangel Catholic Church and School, ['Applicant'] submitted a request for a final plat, for real property located at approximately 143rd and Nall Avenue; and

WHEREAS, St. Michael the Archangel Catholic Church and School appeared before the Planning Commission on May 22 and June 12, 2001, and presented such requests for approval; and

WHEREAS, the final plat is in substantial compliance with the preliminary plat; and

WHEREAS, the plat consists of 1 lot and 1 tract on 20.539 acres; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The project is limited to an 85,195 sqft. education center on 20.539 acres.
2. The developer is responsible for a South Leawood Transportation impact fee in the amount of $625 per acre. The total amount to be paid at the time of approval of the final plat is $12,836.88.
3. The developer is responsible for $200 / front foot for 143rd Street and Nall Ave.
4. The developer is responsible for a park impact fee for the education center at a rate of $0.10 per square foot ($0.10 X 85,195 sqft. = $8,519.50).
5. Street trees shall be planted at a rate of one tree per 40 linear feet.
6. All monument signs shall be a maximum of 50 sqft. and no taller than 6' high.
7. All landscaped areas shall be irrigated.
8. All downspouts are to be enclosed.
9. All roof top units must be screened from view.
10. All utilities must be placed underground.
11. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or wall. This includes air conditioner units, etc.
12. The applicant shall work with City staff regarding the style and type of lighting to be used on the building.
13. An erosion control plan will be submitted to the Public Works Department and approved prior to any grading on the site.
14. The applicant shall submit a digital copy of the final plat to the City of Leawood Planning Services Division.
15. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
16. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through sixteen.

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 18th day of June, 2001.

Signed by the Mayor this 18th day of June, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

May 11, 2001

To: Diane Binckley, Planning & Development Director

From: Dana Bowles, P.E., Civil Engineer, Public Works Department, DB

Re: Final Plan
Saint Michael the Archangel, Case No. 17-01

The Public Works Department has reviewed the preliminary site plan and plat for the referenced project and would like to have the following requirement made a part of the approval process.

- Provide a drainage easement that encompasses the entire detention basin.

If you have any questions regarding this matter, please feel free to contact me at extension 138.

bgs
cc: Joe Johnson, P.E., Director of Public Works
Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

RESOLUTION NO. 1619

The Leawood Governing Body has considered the request for approval of a special use permit and preliminary site plan, for Prairie Star Middle School, located at approximately 143rd and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, Blue Valley School District, ['Applicant'] submitted a request for a special use permit and preliminary site plan, for real property located at approximately 143rd and Mission Road; and

WHEREAS, Blue Valley School District appeared before the Planning Commission on May 22, 2001, and presented such requests for approval; and

WHEREAS, the buildings will be behind the existing facility and will be handicap accessible; and

WHEREAS, an interact meeting was held with adjoining property owners and there were no concerns; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The building is to be placed on the site as shown on the site plan.
2. The building is to be removed prior to expiration of the two year time limit. The site is to be restored to its original condition at that time.
3. A building permit is required prior to construction.
4. The landscaping provided has to be minimum 6' high.
5. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through five.

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said special use permit and preliminary site plan.

Adopted by the Governing Body this 18th day of June, 2001.

Signed by the Mayor this 18th day of June, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

RESOLUTION NO. 1620

The Leawood Governing Body has considered the request for approval of final plat, for Scottsdale Asset Management II, located at 4901 College Boulevard, Leawood, Johnson County, Kansas.

WHEREAS, Scottsdale Asset Management II, ['Applicant'] submitted a request for a final plat, for real property located at 4901 College Boulevard; and

WHEREAS, Scottsdale Asset Management II appeared before the Plan Commission on June 26, 2001, and presented such requests for approval; and

WHEREAS, the final plat is in compliance with the preliminary plat; and

WHEREAS, the plat consists of 1 lot on 1.94 acres for a 0.22 f.a.r.; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The applicant is limited to one, two-story building of 19,000 sqft. on 1.94 acres (.22 FAR).
2. Trash shall be handled internally and no external trash enclosure shall be constructed.
3. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10/square foot of finished floor area to be collected at the time of building permit application ($0.10 X 19,000 = $1,900).
4. The Developer is responsible for the payment of the park impact fee of $0.10/ square foot of finished floor to be collected at the time of building permit application ($0.10 X 19,000 = $1,900).
5. A 15 ft. minimum parking setback shall be allowed on the east and west internal property lines.
6. All landscaped areas shall be irrigated.
7. All downspouts shall be enclosed.
8. All signs are required to have a sign permit prior to installation.
9. All rooftop units must be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase "screened from public view", means not visible at eye level from the adjoining property lines or any street right-of-way.
10. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
11. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
12. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
13. Final stormwater construction plans, in accordance with Section 15-518 of the Code of the City of Leawood, shall be submitted at time of building permit application.
14. A cross access and parking agreement with the Headache and Pain Center must be approved by City staff and recorded with the county prior to building permit.

15. The applicant must pay a park impact fee for Scottsdale Asset Management I and record the final plat prior to issuance of the building permit for Scottsdale Asset Management II.
16. The final plat for this project must be recorded with the County prior to building permit.
17. A digital copy of the recorded plat shall be submitted to planning staff.
18. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through eighteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, July 16, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Plan Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 16th day of July, 2001.

Signed by the Mayor this 16th day of July, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

March 21, 2001

To: Diane Binckley, Planning & Development Director

From: Shahram Pourazari, P.E., City Engineer, Public Works Department

Re: Preliminary Site Plan for Scottsdale Asset Management, Case No. 58-00

The Public Works Department has reviewed the Preliminary Site Plan for the referenced project and would like to make the following stipulations part of the Plan approval process:

- Public Works Department requires that storm water drainage study be submitted for review and approval prior to the approval of the site plan. The study shall provide documentation that the existing storm drainage system has adequate capacity to handle additional run off generated from the site. The study shall also state if downstream storm drainage improvements are needed or on site detention is required to control additional run off generated from the site. A drainage analysis for existing and proposed site plans shall be included in the drainage study. **We would like to resolve all the drainage issues prior to the approval of final site plan.**

- Construct 4 foot sidewalk along the south side of College Blvd. to tie into the existing side walk to the east.

- Dedicate 5 foot sidewalk easement on the plat for construction of the sidewalk on the south side of College Blvd..

- Submit the preliminary plat for review.

- Provide an ingress/egress access easement on the plat in order to provide access to the existing parking lot to the east.

- Provide a 10 foot wide utility easement along the perimeter of the plat.

- Submit a traffic Impact Analysis to Bucher, Willis & Ratliff for review and coordination with the City Wide Comprehensive Traffic Study. The overall impact of additional trips generated by Scottsdale Asset Management I & II shall be determined prior to final plat approval.

- All proposed improvements within the existing right-of-way or easement to be completed as part of the development will require a permit from the Publics Works Department. The building permit for the project will not be issued by the Building Official, and the plat will not be released for recording until all permits from the Public Works Department have been obtained by the Contractors and all other requirements have been met.

- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Improvement Construction Standards (Revised January 2000).

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1621

A RESOLUTION AUTHORIZING THE SALE OF $9,300,000 GENERAL OBLIGATION BONDS OF THE CITY OF LEAWOOD, KANSAS, TO PROVIDE FUNDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS WITHIN SAID CITY; APPROVING THE FORM OF NOTICE OF BOND SALE AND PRELIMINARY OFFICIAL STATEMENT TO BE USED IN CONNECTION THEREWITH; AND AUTHORIZING AND DIRECTING THE CITY FINANCE DIRECTOR TO ADVERTISE SUCH SALE IN THE MANNER PRESCRIBED BY LAW.

WHEREAS, pursuant to K.S.A. 12-1301, et seq., as amended, and Ordinance No. 1742, the Governing Body of the City of Leawood, Kansas (the "City") called an election in the City for the purpose of submitting the following question:

> "Shall the City of Leawood issue its general obligation bonds pursuant to K.S.A. 12-1302 in an amount not to exceed $12,500,000 for the purpose of paying for the costs of improvements to existing City parks?"; and

WHEREAS, at said election more than a majority of the qualified electors in the City voted in favor of the proposition, the vote having been certified to have been and being declared to be 7957 votes in favor of said proposition and 2600 votes against said proposition; and

WHEREAS, the City has incurred and expects to incur in the immediate future costs of improvements to City parks (the "City Park Improvement") and the Governing Body hereby finds and determines that it is necessary and desirable to issue the second installment of the bonds authorized by voters at said election in the principal amount of $6,050,000; and

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Ordinance No. 1704, the Governing Body of the City has heretofore authorized the acquisition of certain real property in Leawood South Park leased by the City and acquisition, construction and installation of a new fire station thereon, including parking facilities and access roads and furnishing and equipping the same (the "Fire Station No. 3 Improvement") the cost thereof having been estimated to be $3,195,000; and

WHEREAS, the Governing Body hereby finds and determines that the estimated cost of the Fire Station No. 3 Improvement including costs associated with the issuance of bonds to provide funds to pay the costs thereof is $3,250,000, and it is necessary at this time to issue the bonds of the City in such amount for such purpose; and

WHEREAS, all legal requirements pertaining to the City Parks Improvement and the Fire Station No. 3 Improvement (collectively, the "Series 2001 Improvements") have been complied with, and the Governing Body of the City now finds and determines that the total cost of said Series 2001 Improvements including construction financing and related expenses is not less than $9,300,000, the entire cost of which to be paid by the City at-large; and

WHEREAS, there is no other money available in the City treasury to pay the cost of the Series 2001 Improvements requiring $9,300,000 to be paid by the issuance and sale of the City's general obligation bonds; and

WHEREAS, it is necessary and desirable at this time that the City retire temporary notes previously issued and outstanding and provide permanent financing for said Series 2001 Improvements by the issuance of general obligations bonds of the City, and the Governing Body hereby finds and determines that it is necessary and desirable at this time that the City offer for sale its general obligation bonds for the purpose of providing funds to pay and finance the cost of the Series 2001 Improvements;

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

Section 1. That the Director of Finance on behalf of the City of Leawood, Johnson County, Kansas, is hereby authorized and directed to offer for public sale in the manner required by law, the general obligation bonds of the City in the aggregate principal amount of not to exceed $9,300,000, for the purpose of financing the costs of the Series 2001 Improvements described herein pursuant to the laws and the general obligation bond authority of the State of Kansas.

Section 2. That the official Notice of Bond Sale shall be substantially in the following form, provided that published notice of sale may be in abbreviated form incorporating the terms of the official Notice of Bond Sale by reference:

NOTICE OF BOND SALE
$9,300,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2001-A
LEAWOOD, JOHNSON COUNTY, KANSAS

Sealed bids will be received by the undersigned City Finance Director of Leawood, Johnson County, Kansas, at City Hall, 4800 Town Center Drive, Leawood, Johnson County, Kansas, until 2:00 p.m. local time on Monday, August 6, 2001, at which time such bids will be publicly opened, for the sale of the above-captioned general obligation bonds (the "Bonds") of the City of Leawood, Johnson County, Kansas, to finance the cost of certain public improvement projects within said City. Alternatively, bids may be submitted electronically on such date and time via *PARITY* Electronic bid submission system ("*PARITY*") as further described herein. Such bids will be considered by the Governing Body of the City at a meeting to be held at 7:30 p.m. local time on such date.

The Bonds will be issued as a single series designated General Obligation Improvement Bonds, Series 2001-A, in the aggregate principal

amount of $9,300,000. The Bonds will consist of fully registered bonds without coupons in the denominations of $5,000 and any integral multiple thereof, will be dated August 15, 2001, and will mature on September 1 of each year and in the principal amounts, as follows:

SERIES 2001-A BONDS

Maturity September 1	Principal Amount	Maturity September 1	Principal Amount
2002	$270,000	2012	$455,000
2003	305,000	2013	475,000
2004	325,000	2014	500,000
2005	340,000	2015	525,000
2006	360,000	2016	545,000
2007	370,000	2017	575,000
2008	385,000	2018	605,000
2009	400,000	2019	635,000
2010	420,000	2020	670,000
2011	440,000	2021	700,000

A bidder may elect to have all or a portion of the Bonds maturing in the years 2017 to 2021 issued as term bonds scheduled to mature in 2021 subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: serial bonds selected for conversion to term bonds with mandatory redemption requirements shall be chosen in inverse order of maturity, beginning with Bonds scheduled to mature in 2021, and all Bonds selected as term bonds shall bear the same rate of interest. Not less than all Bonds of the same serial maturity shall be converted to term bonds with mandatory redemption requirements. A bidder shall make such an election by completing the applicable paragraph on the Official Bid Form.

Interest on said Bonds from the date thereof at the rates determined when the Bonds are sold as herein provided will be payable semi-annually on March 1 and September 1 in each year through maturity, commencing on March 1, 2002.

The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, in the City of Topeka, Kansas (the paying agent and bond registrar), to the registered owners thereof whose names appear on the registration books maintained by the bond registrar as of the 15th day of the month preceding each interest payment date. The principal of the Bonds shall be payable upon presentation and surrender of such Bonds as they respectively

become due. The Bonds will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas.

The Bonds will be issued in book-entry only form as one fully registered bond for each maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry-only form in the denomination of $5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. At the request of the City or the bond registrar, the successful bidder will confirm the aforesaid delivery instructions.

At the option of the City, Bonds maturing on and after September 1, 2011, will be subject to redemption and payment prior to maturity, on September 1, 2010, and thereafter, in whole at any time or in part on any interest payment date (in integral multiples of $5,000 within a single maturity) selected among maturities by the City in its sole discretion, at the redemption price of 100% of the principal amount so redeemed, plus accrued interest to the date fixed for redemption, without premium.

If the City shall elect to call any of the Bonds for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to redeem and pay said Bonds on a specified date, the same being described by number and maturity, said notice to be mailed by United States registered or certified mail addressed to the State Treasurer of the State of Kansas, DTC and to the manager or managers of the underwriting account making the successful bid, said notice to be mailed at least 45 days prior to the redemption date. The State Treasurer of the State of Kansas will send notice of redemption by ordinary mail to the registered owners of said Bonds, said notices to be mailed at least 30 days prior to the redemption date. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease.

All of said Bonds will be and constitute the general obligations of the City and the full faith and credit of the City shall be pledged to the payment of the principal of and interest on said Bonds. Such principal and interest shall be payable from ad valorem taxes levied on all taxable tangible property including land and improvements thereon located within the territorial limits of the City of Leawood, Johnson County, Kansas.

No bids will be considered at a price of less than par and interest accrued on the Bonds to date of the payment thereof by the purchaser.

Proposals will be received on Bonds bearing such rate or rates of interest as may be specified by the bidders subject to the following conditions: Each interest rate specified shall be in an even multiple of 1/8th of 1% or 1/20th of 1%, and the same rate shall apply to all Bonds of the same maturity. No rate shall exceed the most recent 20 bond index, as published in The Bond Buyer , New York, New York, on the Monday next preceding the date of sale by more than 2%, and the difference between the highest rate specified and the lowest rate specified in any bid shall not exceed 2%.

One bid shall be submitted for all Bonds hereinbefore described on an all or none basis. Bonds will be awarded to the best bidder on an all or none basis. The best bidder will be the bidder whose bid will result in the lowest "true interest cost" ("TIC"), determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to August 15, 2001 (the dated date of the Bonds), produces an amount equal to the price bid, including premium, if any. Payments of principal and interest on the Bonds will be based on the principal amounts set forth in this Notice of Bond Sale and the interest rates specified by each bidder. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months.

If there is any discrepancy between the TIC indicated on a bid form and the rates and bid premium, if any, specified in said bid, the stated interest rates shall govern and the TIC shall be adjusted accordingly. In the event that two or more bidders offer bids at the same TIC, the Governing Body of the City will determine, by lot, which bidder will be designated as the low bidder.

The City reserves the right to waive minor irregularities and to reject any or all bids.

The City will pay the fees of the bond registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the bond registrar, will be the responsibility of the bondholders.

The Bonds printed, executed and registered with the Office of the State Treasurer will be furnished by the City, and the Bonds will be delivered subject to the legal opinion of Bryan Cave LLP, Kansas City, Missouri, Bond Counsel, whose services will be paid for by the City. The opinion of Bond Counsel will state that under existing laws and regulations and, assuming continued compliance with the covenants contained in the bond ordinance, the interest on the Bonds is exempt from federal income taxation, except with

respect to certain taxpayers as more specifically described in the Preliminary Official Statement of the City.

The type and denominations of the Bonds and the names, addresses and social security or taxpayer identification numbers of the registered owners shall be submitted in writing by the successful bidder to the City and the bond registrar at least two weeks prior to the closing date.

The initial reoffering price to the public shall be furnished to the City by the successful bidder at least one week prior to the closing date. A certificate setting forth such initial reoffering price to the public shall be furnished by the successful bidder at closing.

The Bonds will be delivered to the purchaser on or about August 30, 2001, through the facilities of the Depository Trust Company, New York, New York. CUSIP identification numbers will be printed on said Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of the CUSIP numbers on said Bonds, including the CUSIP Service Bureau's charge for assignment of said numbers, will be paid for by the City.

The population of the City is approximately 27,650. The 2000 assessed valuation of all taxable tangible property within the City of Leawood, Kansas is $511,563,579, including motor vehicle valuation of $57,538,051. The total general obligation bonded indebtedness of Leawood, Kansas, at the date hereof, including the issue of bonds herein offered for sale, is $49,760,000. The City of Leawood has temporary notes outstanding in the total amount of $6,400,000, of which $1,300,000 will be redeemed and canceled from the proceeds of the Bonds herein offered for sale and other available funds of the City.

A good faith deposit by cashier's or certified check or financial surety bond in the amount of 2% of the total amount of the bid for the Bonds shall accompany each bid. If a financial surety bond is used it must be from an insurance company licensed to issue such a bond in the State of Kansas and must be submitted to the City prior to the opening of the bids. If the Bonds are awarded to a bidder utilizing a financial surety bond, that successful bidder shall be required to submit its deposit to the City by cashier's or certified check or wire transfer not later than 2:00 p.m. local time on the next business day following the award.

Additional copies of this Notice of Bond Sale, copies of the City's Preliminary Official Statement relating to the Bonds and further information

may be obtained from the undersigned City Finance Director or from George K. Baum & Company, Twelve Wyandotte Plaza, 120 West 12th Street, Kansas City, Missouri 64105, (816) 474-1100, the City's financial advisor.

Upon the sale of the Bonds, the City will adopt the final Official Statement for the Bonds and will furnish the successful bidder, within seven days of the award of the bid, with a reasonable number of copies thereof without cost. Additional copies may be ordered by the successful bidder at its expense.

Mailed bids should be addressed to Kathy Rogers, City Finance Director, City of Leawood, Kansas, 4800 Town Center Drive, Leawood, Kansas 66211, and marked "Bid for purchase of $9,300,000 General Obligation Improvement Bonds, Series 2001-A, Leawood, Johnson County, Kansas." Bids may also be delivered to the said officer at City Hall, Leawood, Kansas, at or immediately prior to 2:00 p.m. on the sale date. Alternatively, bids may be submitted via *PARITY*. If provisions of this Notice of Bond Sale conflict with those of *PARITY*, this Notice of Bond Sale shall control. Information about electronic bidding services of *PARITY* may be obtained from Dalcomp, 395 Hudson Street, New York, NY 10014 (212-806-8304). The City shall not be responsible for any failure, misdirection, delay or error in the means of transmission selected by the bidder.

DATED at Leawood, Kansas, this 16th day of July, 2001.

Kathy Rogers,
City Finance Director

Section 3. That proposals for the purchase of said bonds shall be submitted (a) in the form of the Official Bid Form attached hereto as Exhibit A which form is hereby approved for use by bidders or prospective purchasers of said bonds, or (b) electronically via the *PARITY* electronic bid submission system..

Section 4. That the Governing Body of the City hereby approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit B and the use thereof in offering the bonds for sale as herein provided, and the Governing Body of the City hereby deems the Preliminary Official Statement final as of its date for purposes of S.E.C. Rule 15c2-12, except for the omission of certain terms and details permitted to be omitted therefrom by said Rule.

The Director of Finance is authorized and directed to cause said preliminary official statement , the notice of bond sale and form for proposals to be printed and/or published as required by law and mailed or otherwise distributed to known interested prospective bidders and purchasers.

George K. Baum & Company, financial advisor to the City, is hereby authorized to submit a bid for the purchase of said bonds.

Section 5. This Resolution shall take effect and be in force from and after its passage and approval by the governing body of the City.

PASSED by the Governing Body this 16th day of July, 2001.

SIGNED by the Mayor this 16th day of July, 2001.

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

EXHIBIT A

OFFICIAL BID FORM

OF

THE CITY OF LEAWOOD, KANSAS

GENERAL OBLIGATION IMPROVEMENT BONDS,
SERIES 2001-A

TO THE CITY OF LEAWOOD, KANSAS:

For $9,300,000 principal amount of General Obligation Improvement Bonds, Series 2001-A, of the City of Leawood, Kansas, to be dated August 15, 2001, as described in your Notice of Bond Sale, dated July 16, 2001, said bonds to bear interest as follows:

SERIES 2001-A BONDS

Maturity September 1	Amount	Interest Rate Per Annum	Maturity September 1	Amount	Interest Rate Per Annum
2002	$270,000	_____	2012	$455,000	_____
2003	305,000	_____	2013	475,000	_____
2004	325,000	_____	2014	500,000	_____
2005	340,000	_____	2015	525,000	_____
2006	360,000	_____	2016	545,000	_____
2007	370,000	_____	2017	575,000	_____
2008	385,000	_____	2018	605,000	_____
2009	400,000	_____	2019	635,000	_____
2010	420,000	_____	2020	670,000	_____
2011	440,000	_____	2021	700,000	_____

The undersigned will pay 100% of the principal amount of said Bonds plus accrued interest to date of delivery, plus a total premium of $_____.

We hereby elect to have $_____ principal amount of the bonds shown above to mature in the years ____ to ____ issued as term bonds scheduled to mature in 2021 and subject to mandatory redemption requirements in amounts and at the times shown above; all bonds selected as term bonds shall bear the same rate of interest.

The following information is provided on the basis of this bid:

Total interest cost to maturity on the rates specified above	$_____
Total premium	$_____
True interest cost	_____%

This proposal is subject to all of the terms and conditions contained in said Notice of Bond Sale, and if the undersigned is the successful bidder, the undersigned will comply with all of said provisions.

A cashier's or certified check, or financial surety bond, in the amount of $186,000 payable to the order of the City of Leawood, Kansas, accompanies this proposal as a good faith deposit. Said deposit shall be returned to the undersigned if the bid of the undersigned is not accepted. If the bid of the undersigned is accepted but said City shall fail to deliver its bonds to the undersigned in accordance with the terms of this proposal, said deposit shall be delivered to the undersigned. If the bid herein contained is accepted, then the deposit shall be held by the City until the undersigned shall have complied with all of the terms of said notice and such bid, at which time the amount of said deposit shall be applied to the purchase price of the Bonds. If the bid herein contained is accepted and if the undersigned shall default in the performance of any of the terms and conditions of such bid, the amount of such check shall be retained by the City as and for liquidated damages.

Dated: August ___, 2001.

_____
(Name of Firm)

By:_____

_____, _____
(Name) (Office)

Phone Number: (____) _____

PRELIMINARY OFFICIAL STATEMENT DATED JULY 16, 2001

New Issue
Book-Entry Only
Not Bank Qualified

Moody's Rating- "Applied For"

DRAFT

$9,300,000
CITY OF LEAWOOD, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2001-A

Dated: August 15, 2001

Due: As Shown Below

The Series 2001-A Bonds (referred to herein as the "Bonds") are issuable only as fully registered bonds, without coupons, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denominations of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interests in Bonds purchased. So long as Cede & Co., as nominee of DTC, is the registered owner of the Bonds, references herein to the bondowners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (herein defined) of the Bonds. So long as DTC or its nominee, Cede & Co., is the bondowner, payments of principal of and interest on the Bonds will be made by the State Treasurer of the State of Kansas, in the city of Topeka, Kansas, as paying agent and bond registrar (the "Paying Agent"), directly to such bondowner. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners (herein defined). Principal of the Bonds will be payable on each September 1 in the years shown below. Interest on the Bonds will be payable on each March 1 and September 1, beginning on March 1, 2002.

MATURITY SCHEDULE

Maturity	Amount	Rate	Yield	Maturity	Amount	Rate	Yield
09-01-02	$270,000			09-01-12*	$455,000		
09-01-03	305,000			09-01-13*	475,000		
09-01-04	325,000			09-01-14*	500,000		
09-01-05	340,000			09-01-15*	525,000		
09-01-06	360,000			09-01-16*	545,000		
09-01-07	370,000			09-01-17*	575,000		
09-01-08	385,000			09-01-18*	605,000		
09-01-09	400,000			09-01-19*	635,000		
09-01-10	420,000			09-01-20*	670,000		
09-01-11*	440,000			09-01-21*	700,000		

*The Bonds maturing on or after September 1, 2011, will be subject to redemption prior to maturity at the option of the City of Leawood, Kansas (the "City"), on September 1, 2010, and thereafter, as a whole on any date, or in part on any interest payment date, in principal amounts of $5,000 or any integral multiple thereof, at a price equal to 100% of the principal amount of Bonds to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds constitute general obligations of the City and are payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property within the territorial boundaries of the City.

In the opinion of Bryan Cave LLP, Kansas City, Missouri, Bond Counsel, under existing laws and regulations and assuming continued compliance with the covenants contained in the Ordinance, the interest on the Bonds (including any original issue discount properly allocable to the owners thereof) is exempt from federal and Kansas income taxation, except with respect to certain taxpayers as more specifically described herein. See TAX EXEMPTION herein.

The Bonds are offered when, as and if issued by the City and received by the Successful Bidder subject to the approval of Bond Counsel. It is expected that the Bonds will be available for delivery through the facilities of The Depository Trust Company, New York, New York, on or about August 30, 2001.

BIDS FOR THE PURCHASE OF THE BONDS WILL BE RECEIVED PURSUANT TO THE NOTICE OF SALE
At or before 1:00 p.m., Central Daylight Time
On Monday, August 6, 2001

THIS COVER PAGE CONTAINS INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THE ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

CITY HALL
4800 Town Center Drive
Leawood, Kansas 66211
913-339-6700

CITY COUNCIL

Peggy J. Dunn, Mayor
Shelby Story, Councilmember
Louis Rasmussen, Councilmember
James Rawlings, Councilmember
Pat Dunn, Councilmember
Mike Gill, Councilmember
Scott Gulledge, Councilmember
James E. Taylor, Sr., Councilmember
Gary Bussing, Councilmember

CITY STAFF

Vacant, City Administrator
Kathleen Rogers, Finance Director/Treasurer
Patricia A. Bennett, City Attorney
Martha Heizer, City Clerk

BOND COUNSEL

Bryan Cave LLP
Kansas City, Missouri

FINANCIAL ADVISOR

George K. Baum & Company
Kansas City, Missouri

No person has been authorized by the City or the Successful Bidder to give any information or to make any representations with respect to the Bonds to be issued other than those contained in this Official Statement, and if given or made, such other information or representations not so authorized must not be relied upon as having been given or authorized by the City or the Successful Bidder.

This Official Statement is not to be used in connection with an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All financial and other information presented herein, except for information expressly attributed to other sources, has been provided by the City from its records and is intended to show recent historic information. Such information is not guaranteed as to accuracy or completeness. No representation is made that past performance, as might be shown by such financial and other information, will necessarily continue or be expected in the future. All descriptions of laws and documents contained herein are only summaries and are qualified in their entirety by reference to such laws and documents. Information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the Bonds shall, under any circumstances, create any implication that the information contained herein has remained unchanged since the respective dates as of which such information is given.

TABLE OF CONTENTS

	Page
INTRODUCTORY STATEMENT	1
General	1
Additional Information	1
THE BONDS	2
Description	2
Book-Entry Only System	2
Redemption Provisions	4
Registration and Transfer	4
Authority	4
Security	5
THE PROJECTS	5
Sources and Uses of Funds	5
FINANCIAL OVERVIEW	6
GENERAL INFORMATION	7
Location and Size	7
Government	7
Employee Relations	8
Kansas Public Employees Retirement System.	8
Kansas Police and Fire Retirement	8
Population	8
Police and Fire Protection	9
Socioeconomic Characteristics	9
Economic Development	9
Leawood Town Center Plaza	10
Sprint Corporation World Headquarters	10
Johnson County, Kansas	11
Major Employers	11
Employment and Labor Force	12
Education	12
Financial Information	12
Transportation	12
Utilities	12
Financial Institutions	13
Churches	13
Medical Facilities	13
Recreation and Cultural Facilities	14
Media	14
DEBT STRUCTURE OF THE CITY	15
General Obligation Bonds	15
Temporary Notes	15
Overlapping Debt	16
Lease Purchase Obligations	16
Future Debt	17
Historical Debt Information	17
Legal Debt Limits	17
Annual Debt Payments	18
Debt Payment Record	18
FINANCIAL INFORMATION	18
Financial Statement Summary	19
Assessed Valuation	19
Real Property Composition	21
Estimated Actual Valuation	21
Major Taxpayers	21
Special Assessments	22
Tax Collections	22
Sales and Use Tax	23
Tax Levies	24
Building Permits	25
Budgeting Procedures	25
Appraisal and Assessment Procedures	25
Property Assessment Rates	25
Equalization Ratios	26
LEGAL MATTERS	26
TAX EXEMPTION	27
RATING	28
UNDERWRITING	28
ABSENCE OF MATERIAL LITIGATION	28
CONTINUING DISCLOSURE	28
CERTIFICATION OF THIS OFFICIAL STATEMENT	29

APPENDIX A - Continuing Disclosure Instructions
APPENDIX B - Financial Statements

$9,300,000
CITY OF LEAWOOD, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2001-A

INTRODUCTORY STATEMENT

General

The purpose of this Official Statement is to present certain information concerning the City of Leawood, Kansas (the "City"), and the issuance of its $9,300,000 General Obligation Improvement Bonds, Series 2001-A, dated August 15, 2001. The Bonds are being issued to provide funds to finance certain capital improvements within the City. See THE PROJECTS herein.

The Bonds constitute general obligations of the City and are payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property within the territorial boundaries of the City.

APPENDIX B, containing selected financial data relating to the City, is an integral part of this Official Statement and should be read in its entirety.

All financial and other information presented herein has been compiled by George K. Baum & Company, Kansas City, Missouri (the "Financial Advisor"). Such information has been provided by the City and other sources deemed to be reliable. The presentation of information herein is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. Bryan Cave LLP, Kansas City, Missouri, Bond Counsel, has not assisted in the preparation of this Official Statement, except for the sections titled INTRODUCTORY STATEMENT, THE BONDS, LEGAL MATTERS, TAX EXEMPTION, ABSENCE OF MATERIAL LITIGATION, CONTINUING DISCLOSURE, and APPENDIX A and, accordingly, expresses no opinion as to the accuracy or sufficiency of any other information contained herein.

Additional Information

Additional information regarding the City or the Bonds may be obtained from George K. Baum & Company, 435 Nichols Road, Suite 200, Kansas City, Missouri 64112, telephone 816/474-1100. George K. Baum & Company has received permission from the City to submit a bid for the purchase of the Bonds.

THE BONDS

Description

The Bonds will be issued in the principal amount shown on the cover page hereof, will be dated August 15, 2001, and will consist of fully registered bonds without coupons. When issued, the Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of the Bonds will be made in book-entry only form as described below (without certificates) in the denomination of $5,000 or any integral multiple thereof. The Bonds will mature, subject to optional redemption as described below, on September 1 in the years and in the principal amounts set forth on the cover page of this Official Statement. Interest on the Bonds will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2002. Interest will be paid on the basis of a 360-day year consisting of twelve 30-day months. Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at the office of the State Treasurer of the State of Kansas in Topeka, Kansas (the "Paying Agent"). Interest shall be paid to the registered owners of such Bonds as shown on the registration books maintained by the Paying Agent as of the fifteenth day of the month next preceding the date on which the interest is payable (the "Record Date") by check or draft mailed by the Paying Agent to the address of such registered owner shown on the registration books; provided that, payment of principal of, premium on, if any, and interest on the Bonds registered in the name of Cede & Co. shall be payable in same-day funds on each payment date (or the equivalent under existing arrangements with the City and Paying Agent). So long as the Bonds are registered in the name of Cede & Co., principal, premium, if any, and interest payments on the Bonds shall be made to DTC for disposition as hereinafter described. (See "Book-Entry Only System" herein).

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered Bond certificate will be issued for each maturity of such series of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants'). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases, but Beneficial Owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owners entered into the transactions. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Bonds with DTC and their registration in the name of

Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If fewer than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participants and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered as provided in the Ordinance. The Beneficial Owner, upon registration of the Bonds held in the Beneficial Owners name, shall become the bondowner thereof under the terms of the Ordinance.

The City may determine to discontinue the system of book-entry transfers through DTC (or a successor securities depository). In such event, the Bonds are to be delivered as provided in the Ordinance and the Paying Agent is entitled to rely on information provided by DTC and the Participants as to the names and principal amounts in which the Bonds are to be registered.

The City and the Paying Agent, so long as a book-entry system is used for the Bonds, are to send any notice of redemption or other notices required to be sent to Beneficial Owners, only to DTC. Any failure by DTC to advise any Participant, or by any Participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice.

The City and the Paying Agent cannot and do not give any assurances that DTC, the Participants or others will distribute payments on the Bonds made to DTC or its nominee, as the registered owner, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC and the Participants, or any successor depository, will serve and act in a manner described in this Official Statement.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City, the Financial Advisor and Bond Counsel believe to be reliable, but the City, the Financial Advisor and Bond Counsel take no responsibility for the accuracy thereof, and neither the DTC Participants nor the

Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Redemption Provisions

Optional Redemption. The Bonds maturing on or before September 1, 2010 shall become due without option of prior payment. At the option of the City, Bonds maturing on or after September 1, 2011, may be called for redemption and payment prior to maturity on September 1, 2010, and thereafter, in whole at any time, or in part on any interest payment date, at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest to the date fixed for redemption.

Selection of Bonds to be Redeemed. The Bonds and the specific annual maturities of Bonds called for redemption in advance of their stated maturities may be selected by the City as it determines in its sole discretion. In the event of a partial redemption of Bonds of a given maturity, the Bonds to be redeemed will be selected in such manner as the Paying Agent acting on behalf of the City may deem equitable. Bonds will be redeemed in integral multiples of $5,000. If fewer than all Bonds of a given maturity are called for redemption, the City and the Paying Agent shall, in the case of Bonds in denominations greater than $5,000, treat each $5,000 of face value as though it were a separate Bond.

Notice and Effect of Redemption. If the City elects to call any Bonds for redemption and payment prior to the maturity thereof, the City will give the Paying Agent written notice of its intention to redeem said Bonds on a specified date, the same being described by maturity. The Paying Agent will notify holders of the Bonds of such call by mailing, or causing to be mailed, the notice of call to the bondholders by first class mail at least thirty days prior to the redemption date. Interest on any Bond so called for redemption and payment will cease from and after the date for which such call is made, provided funds are available for payment thereof.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified above to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Registration and Transfer

As long as any Bond remains outstanding, the Paying Agent will maintain a bond register in which all transfers and exchanges of the Bonds will be registered. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange in a form and with guarantee of a signature satisfactory to the Paying Agent. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Paying Agent, and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, exchange, or transfer. The foregoing provisions for the registration, transfer and exchange of the Bonds will not be applicable to Beneficial Owners of the Bonds so long as the Bonds are subject to the DTC or other book-entry only system.

Authority

The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1301 et seq. And K.S.A. 12-1736 et seq., each as amended, and an ordinance and related resolution adopted by the City on _____, authorizing the issuance of the Bonds (collectively, the "Ordinance"). A portion of the Bonds in the principal amount of $6,050,000 will be issued to provide permanent financing for certain park improvements described herein. This is the second installment of park improvement bonds approved by 75.4% of voters at an election held in the City on November 3, 1998. Upon issuance of the Bonds, a total of $11,450,000 of the $12,500,000 of park improvement bonds authorized by voters will have been issued.

Security

The Bonds constitute general obligations of the City and are payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property within the territorial boundaries of the City.

THE PROJECTS

Description of the Projects

Proceeds from the sale of the Bonds will be used to provide permanent financing for two major capital improvement projects within the City (the "Projects"). One Project involves the construction of the City's second large public park in the growing south part of the City ("South Park"). South Park is being constructed on 80 acres of land and will include a prairie preserve, lake, nature learning area, amphitheater, and soccer fields. South Park is anticipated to be completed and open by the end of 2003.

The other Project is the construction and equipping of the City's third fire station. Fire Station No. 3 will be a 14,000 square foot facility constructed of masonry and steel, will include administrative offices, and double wide, double deep, drive-through bay. The station will be located adjacent to South Park and will serve primarily the southern and central areas of the City. Fire Station No. 3 is expected to be in service by February 2002.

A portion of the Project costs were initially funded with proceeds from the sale of general obligation temporary notes of the City. Proceeds from the sale of the Bonds will be used to redeem the outstanding temporary notes, provide funding for additional project costs and pay for costs associated with the issuance of the Bonds.

Sources and Uses of Funds

The following is a list of the sources and uses of funds associated with the Projects, exclusive of accrued interest.

Sources:	
Bond Proceeds	$9,300,000.00
Total Sources of Funds	$9,300,000.00
Uses:	
Redemption of Temporary Notes	$1,337,371.67
Bond Issuance Costs	83,005.00
Additional Project Costs	7,879,623.33
Total Application of Funds	$9,300,000.00

FINANCIAL OVERVIEW
CITY OF LEAWOOD, KANSAS

	Gross Debt Outstanding	Self-Supporting Debt (1)
2000 Equalized Assessed Valuation (2)	$ 511,563,579.00	
2000 Estimated Actual Valuation (3)	$ 3,763,719,569.00	
Outstanding General Obligation Bonds (4)	$ 49,760,000.00	$ 44,510,000.00
Population - 2000 U.S. Census Bureau	27,656	
General Obligation Bonded Debt Per Capita	$ 1,799.25	$ 1,609.42
Ratio of General Obligation Debt to Assessed Valuation	9.73%	8.70%
Ratio of General Obligation Debt to Estimated Actual Valuation	1.32%	1.18%
Outstanding Temporary Notes (5)	$ 5,100,000.00	
Outstanding Lease Obligations	$ 5,674,528.00	
Outstanding Utility Revenue Bonds	$ 0.00	
Overlapping General Obligation Debt (6)	$ 109,751,506.00	$ 103,276,598.00
Direct and Overlapping Debt (7)	$ 164,611,506.00	$ 152,886,598.00
Direct and Overlapping Debt Per Capita	$ 5,952.11	$ 5,528.15
Ratio of Direct and Overlapping Debt to Assessed Value	32.18%	29.89%
Ratio of Direct and Overlapping Debt to Estimated Actual Value	4.37%	4.06%

(1) The City intends to provide for the payment of an aggregate principal amount of $5.25 million of Series 1994-A and 1996-A Bonds with the net revenues derived from the operation of its municipal golf course. However, repayment on said bonds is ultimately secured by the City's ability to levy ad valorem taxes. See DEBT STRUCTURE OF THE CITY – "General Obligation Bonds". A portion of the overlapping general obligation debt of the City is payable from certain charges derived by Johnson County from the operation of its wastewater utility. The column titled "Net of Self-Supporting Debt" shows the outstanding debt and resulting ratios for the City, excluding the City's golf course-supported debt and the County's wastewater utility supported debt. See DEBT STRUCTURE OF THE CITY – "Overlapping Debt".

(2) Real property, personal property, and state assessed utility valuations are actual figures. Motor vehicle estimates, included within the total alone, were provided by the Johnson County Treasurer's Office.

(3) For further details of how estimated actual value has been calculated see the section titled FINANCIAL INFORMATION - "Estimated Actual Valuation".

(4) Includes this issue.

(5) Does not include $1,300,000 of temporary notes to be redeemed with bond proceeds and with other available funds of the City. See DEBT STRUCTURE OF THE CITY – "Temporary Notes".

(6) Includes general obligation bonds of overlapping jurisdictions. Does not include temporary notes, revenue bonds, lease obligations, or no fund warrants of overlapping jurisdictions. For further details see DEBT STRUCTURE OF THE CITY - "Overlapping Debt".

(7) Includes outstanding general obligation bonds and temporary notes of the City and overlapping general obligation bonded indebtedness.

GENERAL INFORMATION

Location and Size

The City of Leawood is located approximately 10 miles southwest of downtown Kansas City, Missouri, and occupies 14.7 square miles of land in northeastern Johnson County, Kansas. Johnson County encompasses 476 square miles and with a 2000 estimated population of 451,086 is the second most populous county in the State of Kansas. The U.S. Census Bureau estimated the City's 2000 population to be 27,656. Since 1992, the City has had the fastest growing population in the state of Kansas and is considered one of the top growth areas in the country. The City's land area is currently approximately 70% developed, and growth is expected to continue in the future. The City is bounded to the east by the Kansas-Missouri state line and on all other sides by incorporated cities of Johnson County.

Government

Leawood was incorporated as a city of the third class in 1948, with slightly more than 1,000 inhabitants. On December 31, 1998 the City became a city of the first class. The City operates under a Mayor-Council form of government with a city administrator. The mayor is elected on an at-large, non-partisan basis and serves a four-year term. The eight council members are elected (non-partisan) by ward and serve four-year staggered terms of office. The governing body felt that as a city of the first class, it would be in the public interest to change the terms of elected officials from 2 to 4 years. Every other year in the even numbered year, an election for council members is held with one council member from each of the four wards being chosen at each election.

The City Administrator is appointed by the mayor and City Council as the chief administrative officer of the City and is charged with the efficient and effective administration of the City. The following tables list the principal elected and appointed executive officers of the City.

Elected Officials

Name	Title	Term Expires
Peggy J. Dunn	Mayor	April 2002
Mike Gill	Councilmember	April 2002
Shelby Story	Councilmember	April 2002
James E. Taylor, Sr.	Councilmember	April 2002
Gary Bussing	Councilmember	April 2004
Pat Dunn	Councilmember	April 2004
Scott Gulledge	Councilmember	April 2004
Louis Rasmussen	Councilmember	April 2004
Jim Rawlings	Councilmember	April 2002

City Staff

Name	Title	Employed Since
Vacant*	City Administrator	n.a.
Kathy Rogers	Finance Director/Treasurer	07-01-97
Julie Baer Hakan	Human Resources Director	09-08-81
Martha Heizer	City Clerk	07-06-73
Patricia Bennett	City Attorney	09-30-99

*The City has engaged an executive search firm to begin screening potential candidates for the City Administrator post. The City hopes to have a new City Administrator hired in August 2001.

Employee Relations

The City's Human Resources Department describes its formalized relationship with its 108 (excluding police and fire) full-time employees and 14 part-time employees as good. None of the City's employees are part of an organized bargaining unit.

Kansas Public Employees Retirement System

The City participates in the Kansas Public Employees Retirement System (KPERS) which was established by the 1961 Kansas Legislature. There are approximately 182,800 current and former public employees in Kansas who are members of the Kansas Public Retirement System. These members represent over 1,200 state and local agencies and include the state, all counties, all unified school districts, community junior colleges, area vocational technical schools, various cities, and other instrumentalities. With the exception of firemen and policemen, who are covered under the Kansas Police and Firemen's Retirement Act (see below), all of the City's full-time employees are eligible for the KPERS program after one year of employment.

The purpose of the KPERS program is to provide an orderly means of financing the pension benefits of retiring public employees and to extend life insurance coverage, long-term disability, and service-connected death and disability benefits to members and their beneficiaries.

City employees participating in the KPERS Program annually contribute 4.0% of their gross salary to the KPERS program. The City's contribution varies from year to year based upon the annual actuarial valuation and appraisal made by the actuary of the KPERS program. For 2001, the City's contribution will equal 3.37% of each employee's gross salary.

In 2000 the City implemented a supplemental voluntary retirement plan. This new defined contribution plan allows employees to contribute up to 5% of their annual gross salary and will be matched by the City at the 50% level.

Kansas Police and Fire Retirement

The City has established membership in the Kansas Police and Fire Retirement System for its police and fire personnel. Benefits are determined by total years of service and final average salary. The plan is administered by the State of Kansas. An actuarial study is made annually and the City's annual contribution is adjusted to meet current fund requirements. Payment of employee retirement benefits is the sole responsibility of KP&F. Since 2001 the City will contribute 8.09% of each employee's gross salary, while employees contribute 7.0%.

Population

Since 1970, the City has experienced an increase in population of approximately 167%. According to the U.S. Census Bureau, the following table shows the historic population of the City and Johnson County.

Year	Leawood	Johnson County
2000	27,656	451,086
1999	26,513	440,198
1998	26,016	429,649
1997	25,486	418,683
1996	24,677	408,847
1995	23,543	400,776
1994	22,947	392,940
1993	22,065	383,269
1992	21,226	373,367
1991	20,615	365,039
1990	19,693	355,021
1980	13,360	270,269
1970	10,349	217,662

Police and Fire Protection

The Leawood Police Department employs 49 commissioned police officers and 23 support staff. In 2001, emphasis has been placed on strategic planning and problem solving as indicated by the creation of a Needs Task Force comprised of members from the City Council, community and Police Department. Planning is essential in managing the 30,367 calls for service received by the Police Department in 2000. In addition, the Department issued 10,354 traffic violations, answered 3,750 alarm calls, and made 788 other arrests.

The City currently has two fire stations. A third fire station is being constructed with a portion of the proceeds from the sale of the Bonds. See THE PROJECTS herein. The Fire Department has a staff of 52 full-time fire fighters, 2 volunteer fire fighters, and support staff providing round-the-clock fire protection for the City. The City owns 8 fire fighting vehicles and two Type II ambulances. The City provides tandem response with Johnson County Med-Act, which operates an Advance Life Support System. In addition, the Fire Department owns and operates an incident command vehicle.

Socioeconomic Characteristics

The City of Leawood's socioeconomic profile can be characterized by high levels of population growth, income, educational attainment, and home values. The City attracts many upper-middle to high-income families moving into the area for the first time or from surrounding cities. The City is home to the State's wealthiest zip code, 66209. In 2000, the average annual disposable household income for the City was $123,505–243% of the national average. The following is a list of certain socioeconomic characteristics of the City and other areas:

	City of Leawood	Johnson County	Kansas City Metro Area	State of Kansas	United States
2000 Population	27,656	451,086		2,688,418	281,421,906
Population (1990)	19,693	355,054	1,582,874	2,477,588	248,790,925
Percent Change (1990-2000)	40.4%	27.1%	(32.4)%	8.5%	13.1%
Median Age in 2000	41.3	35.2		35.2	35.3
Family Households	82.5%	69.7	(Awaiting	67.6	68.1
Average Household Size	2.81	2.56	Information)	2.51	2.59
Owner Occupied Housing Units	92.8%	72.3		69.2	66.2
Disposable Income per Household in 2000	$123,505	$ -	$ 52,555	-	$ 50,825
Average Home Value in 2000	$335,575	$180,000	$ 119,000	-	$ 157,000

Sources: U.S. Census Bureau (2000); County Economic Research Institute; Institute for Public Policy and Business Research; University of Kansas; Kansas City Board of Realtors; and the Mid-America Regional Council

Economic Development

The City of Leawood has experienced significant growth in both residential and commercial developments over the last fifteen years. The majority of the City's growth has occurred in the southern portion of the City, which had been largely undeveloped. The economic development experienced within the City can be characterized as high bracket, single- family subdivisions, shopping centers, and office buildings. There are currently an estimated 600 business establishments located in the City. The City's location in the growing southern part of Johnson County, the quality of the two public school districts serving residents, and the overall high standards of living have all contributed to economic growth in the City.

Residential construction continues to grow in the City. Approximately 25 of the subdivisions are still developing in the City. A total of approximately 1,878 homes are anticipated to be constructed in the new subdivisions and 1,631 houses have been built. Prices for homes are anticipated to range from $200,000 to over $1

million. According to the Johnson County Assessor's Office, the average home value in the City is $335,575.

Although the majority of growth in Leawood has historically been residential, the City has been pursuing a program to expand and diversify its economic base. City estimates for potential commercial development include 5.3 million square feet of new office space and 2.7 million square feet of retail space. Three large community shopping centers have been constructed in recent years, and the City's oldest retail center, Ranchmart Shopping Center, has recently completed a major upgrade.

The City currently has two major areas that are experiencing significant commercial growth. Tomahawk Creek Parkway, located in the central part of the City, is experiencing significant new office space construction. A total of eight one-to-six-story buildings have opened along the winding four-lane road in the last two years. Major tenants include the American Academy of Family Physicians, Stratco, Merrill Lynch, and the Kansas City Orthopedic Center. United Parcel Service is in the process of moving approximately 100 executive positions from Omaha to a new office building currently under construction along Tomahawk Creek Parkway.

Additionally, 135th Street has recently seen groundbreaking for several large new retail and commercial developments. Site development is currently under way for a new grocery store, along with Plaza Point, a retail site containing eleven pad sites. Plans were recently announced for a 500,000 square foot retail, office, medical, and hotel complex along 135th Street. The project, Cornerstone of Leawood, is planned to include a 120-room hotel, 197,000 square feet of retail space, 243,000 square feet of office space, a bank, and five restaurants. The Cornerstone of Leawood site is actually located on 36 acres of unincorporated land surrounded by the City and neighboring Overland Park, Kansas. Developers expect to file plans to be incorporated by the City and break ground in early 2002. Opening would be expected by the end of 2003.

Leawood Town Center Plaza

Construction was completed in 1997 on Leawood Town Center Plaza, a large, upscale retail and commercial center. The Town Center Plaza project is located on a previously undeveloped 66-acre tract of land within the City and includes 627,000 square feet of retail space. Leawood City Hall and a branch of the Johnson County Library, are located adjacent to Town Center Plaza. Some of the larger tenants at Leawood Town Center Plaza include Jacobson's Department Store, Galyan's Sporting Goods, Barnes & Noble Bookstore, and AMC Theaters. Although the center has reached its planned size, additional sites are available on adjacent property for future office or commercial development.

The development of Town Center Plaza has significantly increased the City's sales tax collections and property tax base. These increases have helped diversify the revenue sources of the City, which have historically centered on residential property taxes. In 1997, the first full year in which a majority of Town Center Plaza was open, the City collected approximately $3,095,904 from its one-cent local option sales and use tax. In 1995, before Town Center Plaza opened, the City collected $1,777,050 from the same local option sales and use tax. In addition to sales tax revenue, the City's property tax base also received a boost from the construction of Town Center Plaza. Town Center Plaza is the largest property tax payer in the City. The developers of Town Center Plaza sought no property tax abatements.

Sprint World Headquarters

Telecommunications firm Sprint is nearing completion of its new world headquarters located on 247 acres of land near College Boulevard, immediately adjacent to the City and Leawood Town Center Plaza. Sprint is currently headquartered in the City of Westwood, Kansas, and occupies a number of offices located throughout the Kansas City metro area. Sprint is the largest company headquartered in the State of Kansas.

The new headquarters campus is designed as a 22-building complex that will contain approximately 3.9

million square feet and cost an estimated $400 million to construct. Upon expected completion in 2001, the new office and training complex will employ approximately 16,000 people and consolidate the headquarter operations of Sprint into a single location. The indirect financial impact of this development on the City will be noticeable. The annual financial impact of the facility is estimated to be $6.06 billion in Johnson County. Because of the lengthy construction period and partial property tax abatements, the final impact of the new development will occur over the coming years.

Johnson County, Kansas

Originally developed as a suburban community to Kansas City, Missouri, Johnson County has experienced tremendous growth in population, wealth, and industry over the past 30 years. From a 1960 population of 143,792 to the 2000 level of 451,086, few counties in the country have experienced such a rapid rate of growth. Between 1980 and 1990, U.S. Census Bureau data reports that the number of business establishments located in Johnson County increased more than 77% from 6,539 firms to 11,601. Correspondingly, the total employment in the County increased over 74% from 101,769 to 177,817. The main types of industries in the County are retail trade, financial, professional services, and health related, in descending order of employment.

Johnson County currently maintains "AAA" and "Aa1" general obligation bond ratings by Standard & Poor's and Moody's Investors Service, respectively.

Major Employers

The following is a list of some of the largest employers within the City of Leawood.

Employer	Product/Business	Estimated Full Time Employment
Sprint	Telecommunications	407 *
American Academy of Family Physicians	National headquarters	330
Unified School District No. 229	Public school district	320
City of Leawood	Government	238
Jacobson's	Department store	225
American Management Association	Seminars	220
Hen House	Grocery store	200
Galyan's	Sporting goods	170
Root Dental Laboratories	Dental laboratory	130
Big Sky Distributors	Distribution and warehouse	105

* This figure represents Sprint employees currently working at facilities located within city limits. Sprint is in the process of completing its new world headquarters campus located adjacent to the City. Based on recent estimates by Sprint, when the campus is fully opened and operational, the total employment of the company will be approximately 16,000 people. See GENERAL INFORMATION - "Sprint World Headquarters" for further details.

Sources: Respective company officials

Employment and Labor Force

The following table shows the unemployment figures in the years indicated for Johnson County and the State of Kansas.

	City of Leawood		Johnson County		State of Kansas	
Year	Unemployment Rate	Labor Force	Unemployment Rate	Labor Force	Unemployment Rate	Labor Force
2001 (April)	1.7%	13,110	2.5%	281,185	3.5%	1,441,428
2000 (December)	1.4	12,897	2.1	276,268	3.2	1,447,228
1999	1.3	12,595	1.9	269,615	3.0	1,434,000
1998	n.a.	n.a.	2.6	259,199	3.8	1,411,000
1997	n.a.	n.a.	2.3	247,671	3.8	1,366,000
1996	n.a.	n.a.	3.0	238,098	4.5	1,340,000
1995	n.a.	n.a.	2.9	235,380	4.4	1,333,000
1994	n.a.	n.a.	3.3	227,335	5.3	1,331,000
1993	n.a.	n.a.	3.2	222,008	5.0	1,318,000
1992	n.a.	n.a.	2.9	222,731	4.2	1,330,000
1991	n.a.	n.a.	3.3	204,486	4.4	1,295,000

* The Kansas Department of Human Resources did not separately track unemployment rates and labor force figures prior to 1999.

Source: Kansas Department of Human Resources

Education

The City is served by the Shawnee Mission Unified School District No. 512 and Blue Valley Unified School District No. 229, with a combined total of four elementary schools and two middle schools located within the city limits. Other schools in both Districts are located nearby in adjacent communities. One private parochial school serving preschool through 8th grade students is located in the northern portion of the city. A second private parochial school serving grades K-7 is located in the southern portion of the city.

A wide variety of high level educational opportunities are available in communities surrounding the City. Johnson County Community College is less than four miles west of the city limits. The junior college, located on a 220-acre campus, is the largest of 19 junior colleges in Kansas and is the fourth largest college in the state, with a full time equivalent student population of 7,900. The University of Kansas operates a 53,000-square foot Regents Center, approximately five miles west of the City, offering a variety of undergraduate and graduate classes. Numerous additional private and public colleges and universities such as Avila College, Rockhurst College, and the University of Missouri, Kansas City, are all located within ten miles of the city.

Transportation

Interstate 435, which circles the entire greater Kansas City area, bisects the City and provides direct access to other U. S., Interstate, and State highways in the metropolitan area. Kansas City International Airport (MCI) is located about 25 miles north of the City and is easily accessible via the interstate system. The County operates Johnson County Industrial Airport and New Century Air Center; both located less than 15 miles southwest of the City. The New Century Air Center is FAA certified with full instrument control approach systems. Johnson County provides daily bus service for city commuters to and from downtown Kansas City through its Commuteride bus system.

Utilities

The City is served by Johnson County Water District No. 1 which provides water for all of northeast Johnson County from its well fields in the Kansas River Valley and water supply intakes on the Kansas River and Missouri River.

Johnson County United Wastewater District now serves all areas of the City. Private hauling companies serving specific areas through contractual arrangements with homes associations currently handle solid waste disposal.

Kansas City Power & Light Company provides electricity for the City as well as the majority of the greater Kansas City metropolitan area. Kansas City Power & Light is tied into a major regional power network designed to augment electrical capacity and lessen the potential for power outages and brownouts. Ample electricity is available to meet the City's future needs. The City receives its natural gas supply from Western Resources.

Telephone service is supplied by Southwestern Bell Telephone Company, which serves the entire metropolitan area. Southwestern Bell provides prototype fiber optic network services to a large, upscale residential subdivision in the City. Several cellular phone companies service the City.

Financial Institutions

Horizon National Bank opened its headquarters in the City in March 1999. Two banks (including Horizon National Bank) are headquartered in the City and report total deposits of $899.2 million as of June 30, 2000. Four additional banks with five locations are located within the City, and all are branches of institutions headquartered elsewhere. Each bank is also relatively new, having opened since December 1988. Two savings and loan associations and two savings banks have branch offices located in Leawood.

Churches

There are currently eight churches located in the City including six Protestant churches and two Catholic churches. South Leawood is particularly experiencing significant growth in church facility construction. Lord of Life received City approval to construct eight new classrooms and a new 7,045 square foot multipurpose room. Baptist Village also received City approval for a 25-acre multi-use development at the southeast corner of 143rd and Nall Avenue. This complex will consist of a 99,612 square foot two-story church which is proposed to be constructed in phases, a 76-bed assisted living complex, and 16 four-plex units. The church sanctuary is proposed to seat a total of 850 parishioners when completed.

Christ Community Church began construction on a 30,085 square foot multi-use building, which was approved in 1998. Once completed, the sanctuary will seat 600 people.

The City is also home to the United Methodist Church of the Resurrection, one of the largest and fastest growing churches in the nation. The church was founded in 1989 and has grown to a current membership of over 6,000. Plans are currently being developed to construct a new 7,000 seat sanctuary adjacent to the churches existing facilities.

Medical Facilities

Menorah Medical Center, a division of Health Midwest, operates a 154-bed hospital and medical office complex immediately outside the city limits in the eastern part of Overland Park, Kansas. St. Joseph's Hospital, a full-service, privately owned facility, sits immediately outside city limits in the western part of Kansas City, Missouri. Shawnee Mission Medical Center is a 383-bed acute care facility located approximately 3-1/2 miles northwest of the City. Overland Park Regional Medical Center is a 400-bed acute care facility located approximately four miles west of the City on I-435. All hospitals offer a full range of medical services including 24-hour emergency care.

In addition to the City's ambulances, Johnson County Med-Act provides emergency medical assistance with Type I equipment and personnel training.

Recreation and Cultural Facilities

The City currently maintains five municipal park facilities encompassing a total of 245 acres. In November 1998 voters approved a $12,500,000 multi-year park expansion and development program, including a new park in the southern part of the city with a prairie preserve, lake, nature learning area, amphitheater, soccer fields, and lookout tower. A second new park will feature a loop trail, playground shelter, and open play area. Development is expected to begin in 2001.

Construction of a new pool and aquatic center was completed in Leawood City Park in 1997 at a cost of $1,743,000. The pool features a 23-foot-high by 130-foot-long slide; a double-entry zero-depth pool with a waterfall, whale slide, and tethered snake and alligator; as well as a new baby pool with a small slide and propeller tower. These improvements to the former 50-meter swimming pool led to a 250% increase in attendance in 1997. Additional recreation facilities in the city include eight tennis courts, sand volleyball courts, six baseball diamonds, 13 soccer fields, playground facilities, three stocked ponds, six miles of walking trails, more than four miles of greenway, bridle paths, and picnic and shelter facilities.

The City also provides residents state-of-the-art public golfing facilities. Iron Horse Golf Club, a City owned facility, is located at the southern edge of the City. The facility includes an 18-hole championship golf course, driving range, practice greens, wooded park area, and a clubhouse containing a concession area and retail pro shop. A professional golf course management company has been engaged by the City to supervise the daily operations of the facility. Iron Horse Golf Club has received several awards recognizing it as one of the best public courses in the country. In 1997, its first full year of operation, Iron Horse ended its fiscal year with an operating surplus.

Residents of the City enjoy access to many cultural and recreational programs available within the city and numerous others throughout the Kansas City metropolitan area. Sports enthusiasts have access to a number of programs sponsored by the City of Leawood Parks and Recreation Department, Johnson County Parks and Recreation, and the Blue Valley Recreation Commission. The Commission operates an 84-acre sports complex approximately five miles west of the City, which has 15 baseball/softball fields, three soccer fields, a main building, five concession stands, a playground area, a seven-phase batting cage, and parking facilities. Community organizations serving the City include the Leawood Chamber of Commerce, the Leawood Foundation, the Leawood Historical Society, and the Leawood Rotary and Sertoma Clubs.

The Kansas City metropolitan area is home to many nationally recognized attractions, including the American Royal, the Country Club Plaza shopping area, the Kansas City Zoo, the Nelson Atkins Museum of Art, Starlight Theater, the Woodlands Racetracks, Kansas International Speedway, Missouri riverboat gambling, Worlds of Fun amusement park, Oceans of Fun water park, Union Station, and the Science City Museum. Professional sports teams include the Kansas City Chiefs football team, the Royals baseball team, the Wizards outdoor soccer team, the Blades minor league hockey team, the Attack indoor soccer team, and the Explorers, a professional tennis team. The Kansas City Symphony, Lyric Opera, and State Ballet of Missouri present annual seasons in Kansas City. Johnson County Community College, located west of the City, operates a performing arts center that has become a venue for larger cultural events in Johnson County.

Shopping facilities are abundant in Johnson County. Town Center Plaza, a large, upscale, open-air shopping center opened in the City in July 1996. See "Leawood Town Center Plaza". Three other large regional shopping malls are located within five miles of the City. Two neighborhood shopping centers sit at the western boundary of the city limits, and other commercial developments have occurred and continue to expand along State Line Road, the City's eastern boundary, and Roe Avenue in the western portion of the City.

Media

The City's location in the Kansas City metropolitan area affords residents a wide selection of radio and television stations, including cable and all of the major networks. In addition to the numerous area publications available to City residents, three community newspapers are distributed within the City. Information about City events can also be obtained via the Internet by logging on to the City's own web site: http://www.leawood.org.

DEBT STRUCTURE OF THE CITY

General Obligation Bonds

The City has applied to Moody's Investors Service for a rating on the Bonds. The City's other currently outstanding uninsured general obligation bonds have been rated "Aa1" by Moody's Investors Service. Approximately 16.5% of the City's general obligation bonds will be supported by special assessments levied against certain properties. See FINANCIAL INFORMATION - "Special Assessments". The following table shows the general obligation bonded indebtedness of the City as of the dated date of the Bonds. Principal Outstanding figures do not include bonds that will be paid with escrow funds created with proceeds from the sale of general obligation refunding bonds.

Project	Dated Date	Series	Principal Outstanding	Final Maturity	Original Par Amount
Improvement	08-15-01	2001-A	$ 9,300,000	09-01-21	$ 9,465,000
Improvement	11-15-00	2000-A	8,310,000	09-01-20	8,310,000
Improvement	11-15-98	1998-A	10,340,000	09-01-13	12,340,000
Improvement	04-15-97	1997-A	5,300,000	09-01-16	6,945,000
Refunding	03-01-96	1996-A	9,990,000 *	09-01-15	11,095,000
Improvement	03-01-96	1996-B	5,270,000	09-01-10	7,765,000
Improvement	08-15-94	1994-A	380,000 *	09-01-01	8,300,000
Refunding	12-01-92	1992-A	870,000	09-01-05	3,155,000
Total			$49,760,000		

* The City intends, to the extent possible, to provide for the payment of an aggregate principal amount of approximately $5.25 million of the Series 1994-A and Series 1996-A Bonds and all associated interest thereon with the net revenues derived from the operation of a municipal golf course. Notwithstanding, the City is obligated to use its unlimited ad valorem taxing authority to make all payments on such bonds if the net revenues are not sufficient to provide for their payment.

Temporary Notes

The following is a list of the temporary notes that are outstanding as of the dated date of the Bonds.

# and Project	Dated Date	Amount	Maturity
111 I-LAN Park	12-01-00	$ 100,000	09-01-01
116 South Park	12-01-00	400,000 (1)	09-01-01
151 Fire Station #3	12-01-00	600,000 (1)	09-01-01
156 Public Works Complex	12-01-00	100,000	09-01-01
159 Inter 119th & Mission	12-01-00	200,000	09-01-01
167 151st Nall to Mission	12-01-00	700,000	09-01-01
137 State Line IV	04-01-01	200,000	12-15-01
151 Fire Station #3	04-01-01	300,000 (1)	12-15-01
156 Public Works Complex	04-01-01	1,400,000	12-15-01
159 Inter 119th & Mission	04-01-01	200,000	12-15-01
177 Lee Blvd. 103rd to 105th	04-01-01	1,100,000	12-15-01
178 133rd-Mission to State	04-01-01	700,000	12-15-01
179 133rd-Roe to Mission	04-01-01	400,000	12-15-01
		$6,200,000	

(1) To be redeemed with bond proceeds.

Overlapping Debt

The following table shows the outstanding general obligation bonded debt for jurisdictions whose boundaries overlap those of the City and the amount of such debt that is applicable to the taxpayers of the City. The percentage of debt applicable to the taxpayers of the City is determined by the Johnson County Clerk's Office and is calculated by dividing the assessed valuation of that part of the City which overlaps another jurisdiction with the total assessed valuation of such jurisdiction. All debt is as of June 30, 2000 unless otherwise noted.

Jurisdiction	Net Debt to Nearest Date	Percent Applicable	Amount Applicable to Leawood
Johnson County (1)(2)	$185,985,000	8.28%	$ 15,401,493
Parks and Recreation (2)	7,700,000	8.28	637,640
Johnson County Fire District #2	2,025,000	0.01	203
U.S.D. #229, Blue Valley (3)	287,355,310	30.28	87,301,162
U.S.D. #512, Shawnee Mission	146,705,000	4.37	6,411,009
Total			$109,751,506

(1) Includes $80,135,000 of general obligation bonds sold by Johnson County in November 1992, of which $6,474,908 is applicable to the City. The County intends to provide for said bonds from net revenues derived from the operation of the County's wastewater treatment and sanitary sewerage system. Wastewater and sanitary sewage system revenues have been established to be adequate to meet such obligation but have not been specifically pledged for debt service purposes.

(2) Debt is as of June 4, 2001.

(3) Unified School District No. 229 debt is as of February 1, 2001

Source: Johnson County Clerk's Office and George K. Baum & Company

Lease Purchase Obligations

The City periodically finances certain equipment acquisition and capital improvements with lease purchase agreements. The City will have the following lease agreements outstanding as of the closing date of the Bonds.

Item	Initial Principal Amount	Year Issued	Amount Outstanding	Final Year
Public Building Refunding Revenue Bonds*	$4,300,000	1996	$3,535,000	2012
Park Land	1,240,000	1995	720,000	2009
Fire and Public Works Trucks	675,000	1997	330,000	2002
Radio Equipment	946,266	1999	683,676	2004
Street Sweeper & Backhoe	181,533	1999	131,158	2004
Golf Carts	276,800	1999	199,987	2004
Golf Equipment	103,400	1999	74,707	2004
Total			$5,674,528	

* In March 1992, the City entered into a lease-leaseback agreement with the Leawood Public Building Commission for the acquisition, construction and equipping of a new city hall facility. The Leawood Public Building Commission, a municipal corporation created by the City, issued Public Building Revenue Bonds dated March 1, 1992, to finance the new facility. In 1996, the Public Building Commission refunded the 1992 Leasehold Revenue Bonds. The Public Building Revenue Bonds are not a general obligation of the City or of the Leawood Public Building Commission. However, the City has entered into a lease agreement with a term and payments that are identical to the debt service on the Public Building Revenue Bonds. In accordance with Kansas statutes, lease payments made by the City to the Public Building Commission are not subject to annual appropriation.

Future Debt

The City regularly finances, on a temporary basis, the costs of improvement projects under construction through the issuance of temporary notes. The City customarily conducts a public sale of its general obligation bonds to finance completed improvement projects payable from ad valorem taxes or special assessments. The City also periodically enters into lease agreements for equipment and other assets.

The following table lists the anticipated future bonding requirements of the City over the next several years based on the City's 2002-2006 Capital Improvements Program. All amounts and dates listed represent current estimates and are subject to additions, deletions, or revisions in accordance with future planning efforts of the City. Figures do not include approximately $25.4 million of "pay-as-you-go" financing the City intends to undertake in the next five years, a portion of which will be paid from outside sources.

Project Year	Estimated City At-Large Bonding Requirement*
2002	$ 9,693,132
2003	-
2004	-
2005	4,740,329
2006	-
2007	13,783,272

Historical Debt Information

The following table shows historical indebtedness represented by general obligation bonds of the City outstanding during the most recent five-year period.

Year	Bonds Outstanding December 31*	Debt to Assessed Valuation	Debt to Estimated Actual Valuation	Debt Per Capita	Bonds Outstanding Less Debt Service Fund Balance*
2000	$34,977,700	6.84%	0.93%	$1,011	$30,339,754
1999	35,675,000	8.88	1.22	1,214	31,129,094
1998	39,540,000	10.75	1.49	1,397	37,568,699
1997	30,230,000	9.35	1.29	1,102	28,641,131
1996	26,120,000	8.92	1.22	990	24,545,356
1995	19,965,000	7.82	1.08	816	19,111,326

*Indicates net debt amounts (i.e., Gross Debt less Debt Service Fund Balance).

Legal Debt Limits

Cities within Kansas are permitted to issue bonds in an aggregate amount not to exceed 30% of the total assessed valuation of the city. Bonds issued for the purpose of improving, acquiring, enlarging, or extending municipal utilities including storm sewers; bonds issued to pay the cost of improvements to intersections and streets in front of city or school district property; bonds for bridges as authorized by a vote of the electors of a city; bonds issued to refund outstanding bonds; and bonds payable from revenue sources other than the general taxing authority of the city are not included in total aggregate debt for purposes of computing a city's debt limitation.

Annual Debt Payments

The following is a list of annual debt service requirements for the City's currently outstanding general obligation bonded indebtedness as of the dated date of the Bonds. All amounts are rounded to the nearest whole dollar.

	Existing Bonds		Series 2001-A Bonds		
Year	Principal	Interest	Principal	Interest	Total
2001	$ 3,940,000	$ 1,795,243	-		
2002	3,680,000	1,707,188	$ 280,000		
2003	3,510,000	1,538,763	315,000		
2004	3,530,000	1,384,207	330,000		
2005	3,405,000	1,226,154	345,000		
2006	3,350,000	1,071,602	360,000		
2007	3,220,000	918,334	380,000		
2008	2,900,000	772,251	395,000		
2009	2,275,000	639,141	410,000		
2010	2,215,000	530,579	425,000		
2011	1,675,000	423,004	445,000		
2012	1,420,000	341,414	465,000		
2013	1,455,000	272,864	485,000		
2014	1,020,000	201,589	510,000		
2015	900,000	150,164	530,000		
2016	425,000	104,279	555,000		
2017	355,000	81,754	585,000		
2018	375,000	63,116	615,000		
2019	395,000	43,241	645,000		
2020	415,000	22,306	680,000		
2021	-	-	710,000		
	$40,460,000	$13,287,193	$9,465,000		

*Includes payments made in 2001 prior to the issuance date of the Bonds.

Debt Payment Record

The City has always met principal and interest payments on all outstanding bonds when due and payable.

FINANCIAL INFORMATION

Financial Reporting

The City has established a uniform system of accounting maintained in accordance with the laws of the State of Kansas and generally accepted accounting principles. The accounts are maintained on the modified accrual basis for all budgetary funds and on the accrual basis for all other funds.

An independent post audit of the City's accounts has been conducted each year and an unqualified opinion has been issued for each year. A portion of the latest audit and opinion has been included as part of this Official Statement. The City began preparing a Comprehensive Annual Financial Report in accordance with Government Finance Officers Association standards for fiscal years beginning in 1995.

Financial Statement Summary

The following is a summary of the combined revenues, expenditures, and fund balances for the City's General, Special Revenue, and Debt Service Funds over the last five years as shown in the City's General Purpose Financial Statements. This summary has not been prepared or reviewed by the City's auditor.

	Audited 1996	Audited 1997	Audited 1998	Audited 1999	Audited 2000
Revenues:					
Property Taxes	$ 6,298,332	$ 6,969,475	$ 7,340,330	$ 8,424,989	
City Sales and Use Tax	2,474,549	3,096,902	3,721,258	3,966,738	
Franchise Tax	1,419,801	1,529,620	1,619,829	1,715,571	
Licenses and Permits	969,018	907,518	1,045,840	1,338,022	
Intergovernmental	4,814,634	5,293,446	5,031,956	5,765,139	
Charges for Services	402,247	615,053	872,651	954,008	
Fines & Forfeitures	554,482	549,661	511,607	849,465	
Special Assessments	1,263,398	1,289,520	1,017,609	1,500,174	
Interest	341,956	397,754	465,137	448,450	
Miscellaneous	181,115	399,055	158,357	125,678	
Total Revenues	$18,719,532	$21,048,004	$21,784,574	$25,088,234	
Expenditures:					
General Government	$ 1,728,631	$ 2,869,838	$ 3,352,681	$ 3,267,126	
Public Safety	5,860,628	6,479,933	6,486,142	6,838,960	**(To be**
Public Works	3,692,999	3,820,455	4,698,438	5,135,849	**Added)**
Parks & Recreation	1,107,730	1,316,022	1,732,094	1,703,024	
Capital Outlay	283,676	195,759	158,031	222,658	
Debt Service	3,616,264	3,916,403	4,317,916	5,468,563	
Total Expenditures	$16,289,928	$18,598,410	$20,745,302	$22,636,180	
Revenues Over (Under) Expenditures	$ 2,429,604	$ 2,449,594	$ 1,039,272	$ 2,452,054	
Other Sources (Uses)	(688,693)	(1,455,155)	(731,955)	(1,080,524)	
Revenues and Other Sources Over (Under) Expenditures and Other Uses	$ 1,740,911	$ 994,439	$ 307,317	$ 1,371,530	
Fund Balance January 1	$ 3,359,691	$ 5,100,602	$ 6,516,211	$ 6,978,725	
Adjustments & Residual Equity	-	421,170	155,197	-	
Fund Balance December 31	$ 5,100,602	$ 6,516,211	$ 6,978,725	$ 8,350,255	

Assessed Valuation

Assessed valuation information for tax roll purposes is released in November each year and is used to calculate tax levies to fund the following year's budget. Figures shown below indicate tax roll valuation figures as of November of the years indicated for real, personal, and state assessed utility properties.

The following table compares the growth in tangible property valuation in the City with that of Johnson County.

Levy/Budget Year	Leawood Tax Roll Assessed Value (1)	Leawood Percentage Change	Johnson County Tax Roll Assessed Value (1)	Johnson County Percentage Change
00/01	$454,025,528	16.91%	$5,482,711,314	13.06%
99/00	388,351,878	11.78	4,849,449,401	12.93
98/99	347,420,621	9.88	4,294,383,945	12.42
97/98	316,169,355	15.21	3,820,028,935	12.42
96/97	274,418,806	10.91	3,397,947,814	5.37
95/96	247,421,437	15.81	3,224,789,315	10.72
94/95	213,652,094	5.43	2,912,656,494	3.67
93/94 (2)	202,649,779	2.20	2,809,495,863	3.27
92/93	198,284,708	1.83	2,720,533,769	-0.15
91/92	194,713,395	5.26	2,724,743,221	6.02

The following table shows a breakdown of the equalized assessed valuation of the City for the years indicated. Equalized assessed valuation includes tax roll valuations and motor vehicle valuations. Motor vehicle valuations are released in January of each year for the preceding year.

Levy/Budget Year	Real Property	Personal Property	State Assessed Utilities	Motor/ Recreational Vehicles	Equalized Assessed Value
00/01 (3)	$434,198,518	$14,069,163	$5,757,847	$57,538,051 (4)	$511,563,579
99/00	370,034,534	11,995,333	6,322,011	55,898,749 (4)	444,250,627
98/99	331,758,648	10,024,991	5,636,982	54,460,192 (4)	401,880,813
97/98	300,942,697	9,763,285	5,463,373	51,761,195 (4)	367,930,550
96/97	261,766,856	7,743,940	4,908,010	48,980,314 (4)	323,399,120
95/96	235,515,397	7,057,645	4,848,395	45,370,208	292,791,645
94/95	201,904,691	6,474,905	5,272,498	41,604,818	255,256,912
93/94 (2)	191,631,619	6,257,360	4,760,800	38,362,172	241,011,951
92/93	189,417,056	4,657,960	4,209,692	35,908,345	234,193,053
91/92	186,661,653	4,071,365	3,980,377	34,859,713	229,573,108

(1) Does not include motor or recreational vehicle valuations.

(2) Assessed valuation figures for 1993 were impacted by a constitutional amendment approved by Kansas voters in November 1992. See FINANCIAL INFORMATION - "Property Assessment Rates".

(3) Real property, personal property, and state assessed are actual figures provided by the County Clerk's office. Motor vehicle figures are provided by the Johnson County Treasurer's Office.

(4) As a result of legislation passed in 1995, the assessment rate for motor vehicles was decreased from 30% to 20% over a five-year period that began January 1, 1996. This change beginning with the 1996/97 valuations impacted motor vehicle valuations for the City. See FINANCIAL INFORMATION – "Property Assessment Rates".

Source: Johnson County Clerk's Office

Real Property Composition

The following table provides a breakdown by classification for the City's 2000/01 Real Property assessed valuation.

Classification	Real Property Assessed Valuation	% of Total Equalized Assessed Valuation
Residential	$346,001,597	79.69%
Commercial and Industrial	77,838,353	17.93
Agricultural Land	159,342	0.04
Vacant Lots	4,734,965	1.09
Not-for-Profit	4,553,707	1.05
All Other	910,554	0.21
Total	$434,198,518	

Estimated Actual Valuation

Based on assessment percentages provided by Kansas Statutes and appraised real estate valuations provided by the Johnson County Clerk's Office, the following table provides actual valuations for the City of Leawood in the years indicated.

Levy/ Budget Year	Equalized Assessed Valuation	Actual Valuation
00/01	$511,563,579	$3,763,719,569
99/00	444,250,627	3,212,602,950
98/99	401,880,813	2,913,118,506
97/98	367,930,550	2,645,460,398
96/97	323,399,120	2,341,757,812
95/96	292,791,645	2,136,155,529
94/95	255,256,912	1,842,473,025
93/94	241,011,951	1,735,450,481
92/93	234,193,053	1,627,931,152
91/92	229,573,108	1,588,208,728
90/91	217,274,642	1,501,882,188

Major Taxpayers

According to the 2000 tax rolls in the Johnson County Clerk's Office, the following is a list of the largest property tax payers in the City.

Name of Owner	Property Use	Assessed Valuation
Town Center Plaza	Shopping center	$16,863,881
95 West, L.P.	Shopping center	5,955,179
Academy 1740	Offices	4,931,552
Northwestern Mutual Life	Offices	3,158,958
Teachers' Insurance and Annuity	Offices	2,929,501
Kansas City Power & Light	Electric utility	2,820,996
Entertainment Properties Trust	Movie theaters	2,695,201
Ranchmart, Inc.	Shopping center	2,658,237
Glenborough Properties	Offices	1,920,100
Wells Fund XI	Offices	1,902,775

Special Assessments

The City has pursued a policy of utilizing special benefit districts to assign the cost of certain improvement projects that directly benefit private property. Kansas statutes allow for the creation of special benefit districts to pay for the cost of a variety of improvements including street construction, storm water drains, sanitary sewer system improvements, street lighting, water system improvements, recreational facilities, flood control projects, bridges, and parking facilities. The City has typically utilized special benefit districts to pay for the costs associated with street improvements in new or expanding developments within the City.

The creation of special benefit districts, the determination of property benefited, and the method of allocating the cost of the improvement is at the discretion of the City. Property owners have the ability to suggest improvements to be made through a petition process and to comment on the final amount of their assessment. The City may or may not participate in the cost of the special benefit district improvement. All property owners have the option to pay their portion of the improvement cost with a one-time payment during a thirty-day assessment prepayment period or pay in annual installments with interest over a certain number of years.

Upon completion of the special benefit district improvement projects and expiration of a thirty-day prepayment period, the City issues general obligation bonds to provide for permanent project financing. The payment of the principal of and interest on such bonds is paid from the special assessments levied annually on the benefited property owners. Special assessments are paid at the same time and in the same manner as ad valorem property taxes. If at any time the special assessments received from the property owners are insufficient to provide for the payment of the principal of and interest on the bonds, the City is obligated to provide for the balance of such payments through its ability to levy unlimited ad valorem property taxes. Upon issuance of the Bonds, approximately 16.5% of the City's outstanding general obligation bonds will be supported by special assessments.

Tax Collections

Real estate property tax statements are mailed November 1 each year and may be paid in full or one-half on or before December 20 with the remaining one-half due on or before June 20 of the following year. Taxes that are unpaid on the due dates are penalized at the rate of 12% per annum (1% pro-rated monthly) until paid or until the property is sold for taxes. Real estate bearing unpaid taxes is advertised for sale in July of each year and is sold to the County for taxes and all legal charges on the first Tuesday in September. Properties that are sold to the County and not redeemed by the delinquent taxpayer within two years after the tax sale are subject to foreclosure sale, except properties defined as "homesteads" under the Kansas Constitution, which are subject to sale after three years.

Personal property taxes are assessed, due and may be paid in the same manner as real estate taxes. Motor vehicle property taxes are based on valuations provided by the Kansas Department of Revenue and the county average tax rate for the county in which the vehicle is registered. Motor vehicle taxes are payable to the county treasurer at the time of the vehicle's annual registration. Vehicle registration dates are assigned by the State in a manner such as to equal registration over a twelve-month period. Motor vehicle taxes are distributed by the county to the state, city and other taxing jurisdictions based on their proportionate tax levies. Delinquent personal and motor vehicle taxes are penalized at the same rate as delinquent real property taxes.

If personal or motor vehicle taxes are not paid in full within approximately 30 days of their respective due dates, warrants are issued and placed in the hands of the Sheriff for collection. If taxes remain uncollected after a certain period, legal judgement is entered and the delinquent tax becomes a lien on all taxable tangible property of the delinquent taxpayer, except property defined as "homesteads" under the Kansas Constitution. Unenforced liens expire after five years.

	Taxes	Current		Current & Delinquent	
Budget Year	Levied	Amount	%	Amount	%
2000 for 2001	$9,873,694	(in progress)		(in progress)	
1999 for 2000	9,085,881	$8,928,823	98.3%	$8,954,155	98.6%
1998 for 1999	8,149,076	8,067,870	99.0	8,147,045	99.9
1997 for 1998	7,422,076	7,275,458	98.0	7,325,853	98.7
1996 for 1997	6,989,174	6,893,702	98.6	6,957,377	99.6
1995 for 1996	6,299,102	6,239,024	99.1	6,295,847	99.9
1994 for 1995	5,440,838	5,370,885	98.7	5,401,788	99.3

Note: Figures above include levies for ad valorem taxes and miscellaneous charges and fees.

The following table shows the total special assessments payable within the City for the years indicated and the associated collections thereon:

Budget Year	Amount Assessed	Current Taxes Amount	%
2000 for 2001	$1,325,903	(in progress)	
1999 for 2000	1,514,397	$1,500,174	99.06%
1998 for 1999	1,048,137	1,017,609	97.09
1997 for 1998	1,298,744	1,289,520	99.29
1996 for 1997	1,232,812	1,263,398	102.48
1995 for 1996	1,482,439	1,345,038	90.73
1994 for 1995	1,337,787	1,390,747	103.96
1993 for 1994	1,416,419	1,238,336	87.43
1992 for 1993	1,043,242	759,170	72.77
1991 for 1992	1,095,762	1,095,760	100.00
1990 for 1991	1,160,323	1,026,197	88.44

Source: Johnson County Treasurer's Office

Sales and Use Tax

The City of Leawood currently levies a one-cent local option sales and use tax on all applicable goods and services purchased or provided within city limits. In addition, voters approved a .125% sales tax in April 2000 for accelerated residential street and storm water improvements. This tax is in addition to a 0.975-cent countywide local option sales and use tax, and a 4.9-cent state sales and use tax. The County's tax includes a 0.125-cent bi-state sales and use tax approved by voters and implemented in 1997 to fund renovation of a historic railroad station in Kansas City, Missouri.

Total sales and use tax in the City is currently 7 cents, or 7.0% of cost. The State of Kansas is responsible for collection and distribution of all sales and use tax. Citywide local option taxes are distributed directly to the City each month. Countywide local option taxes are distributed monthly by the State to all incorporated cities within the County based on population and relative property tax levies. Statewide taxes are retained by the State and not distributed to local municipalities. The following table shows receipts for citywide and the City's portion of the countywide local option sales tax in recent years.

Year	Citywide Sales and Use Tax Receipts	City's Portion of Countywide Sales and Use Tax Receipts	Combined Sales Tax Receipts
2000	$4,382,000 (1)	$3,041,614	$7,423,614
1999	3,966,738	3,039,155	7,005,893
1998	3,721,258	2,913,429	6,634,687
1997	3,096,902	2,518,211	5,615,113 (2)
1996	2,474,549	2,337,325	4,811,874 (2)
1995	1,799,870	1,808,858	3,608,728 (2)

(1) In April 2000 voters in the City increased the citywide local option sales tax by .125%. The tax was implemented July 1, 2000 and the City began to receive collections from the added tax in September 2000.

(2) In 1995, voters in Johnson County approved an additional 0.25-cent countywide sales tax for the construction of a new jail facility. As part of an agreement with the county, the City has committed these funds to a road extension project in the City. The new revenue was offset by a corresponding decrease in county funding of the project that had been expected through a road construction assistance program.

Tax Levies

The City may levy taxes in accordance with the requirements of its adopted budget. The County Clerk determines property tax levies based on the assessed valuation provided by the appraiser and spreads the levies on the tax rolls. Property owners within the City pay taxes to either Unified School District No. 512 (Shawnee Mission) or Unified School District No. 229 (Blue Valley). In 2000, approximately 27% of the City's land area and 23.7% of its assessed valuation was located within the boundaries of Unified School District No. 512. The remaining areas of the City are all located within Unified School District No. 229. The following tables give the total tax levy for all taxing jurisdictions serving the City for the last five years. One mill equals $1 in taxes per $1,000 of assessed valuation.

Taxpayers Within U.S.D. #512 - Shawnee Mission

Jurisdiction	1996 *Mill Levy* for 1997 Budget	1997 *Mill Levy* for 1998 Budget	1998 *Mill Levy* for 1999 Budget	1999 *Mill Levy* for 2000 Budget	2000 *Mill Levy* for 2001 Budget
State of Kansas	1.500	1.500	1.500	1.500	1.500
Johnson County	16.590	15.305	14.345	16.112	15.676
City of Leawood	25.469	23.475	23.456	23.396	21.747
Johnson County Library	3.478	3.254	3.174	3.137	2.981
Johnson County Parks	1.620	1.512	1.437	1.451	1.322
Community College	8.946	8.540	7.746	7.184	7.646
Unified Wastewater	-	-	5.704	5.166	4.647
U.S.D. #512	56.233	51.808	42.968	41.246	40.327
Total	113.836	105.394	100.330	99.192	95.846

Note: Figures do not include sewer charges levied by the City.

Taxpayers within U.S.D. #229, located in the developing southern portion of the City, have experienced the following levies over the same time period:

Taxpayers Within U.S.D. #229 - Blue Valley

Jurisdiction	1996 Mill Levy for 1997 Budget	1997 Mill Levy for 1998 Budget	1998 Mill Levy for 1999 Budget	1999 Mill Levy for 2000 Budget	2000 Mill Levy for 2001 Budget
U.S.D. #229	80.430	74.168	69.847	65.597	65.689
Johnson County Wastewater	6.041	5.938	5.704	5.166	4.647
Other Jurisdictions (same as above)	57.603	53.586	51.658	52.780	50.872
	144.074	133.692	127.209	123.543	121.208

Source: Johnson County Clerk's Office

Building Permits

The following table shows the number, type and estimated construction costs of building permits issued by the City during the last three years.

	Commercial Construction		Residential Construction	
Year	Number of Permits (1)	Appraised Value (2)	Number of Permits (1)	Appraised Value (2)
2000	11	$20,269,750	603	$121,352,142
1999	13	34,197,420	497	96,018,295
1998	8	12,188,680	402	95,955,530
1997	11	53,284,330	342	99,298,166
1996	14	11,360,599	423	67,604,775

(1) Permits include new construction, additions, alterations, and modifications.

(2) Represents the value as reported on the tax roll following construction. The appraised value may represent building permits issued in prior years.

Source: Johnson County Appraiser's Office

Budgeting Procedures

Applicable Kansas statutes require that budgets be legally adopted for all funds (including debt service and enterprise funds) unless exempted by a specific statute. All budgets are prepared utilizing the modified accrual basis further modified by the encumbrance method of accounting. For example, commitments such as purchase orders and contracts, in addition to disbursements and accounts payable, are recorded as expenditures.

The statutes provide that the budget for the succeeding calendar year must be prepared on or before August 1 and published on or before August 5 of each year. A public hearing is required to be held on or before August 15, with the final budget being adopted on or before August 25 of each year. Supplemental appropriations and transfers among budget categories may modify original appropriations. The City Council must approve all significant changes from the adopted budget.

Kansas law prohibits cities and other governmental units from creating indebtedness unless there is money on hand in the proper fund and unencumbered by previous commitments with which to pay the indebtedness. The execution of a contract, or the issuing of a purchase order, automatically encumbers the money in the fund for the payment of the amount represented by the commitment. It makes no difference that the amount may not have to be paid until more moneys are in the fund or until the following year. An exception to this cash basis law is the issuance of debt in the form of bonds, notes, or warrants pursuant to statutory authority or referendum. In the event debt is issued, funds need not be on hand for future payments.

Appraisal and Assessment Procedures

The determination of appraised and assessed valuation and the collection of property taxes for all political subdivisions in the State of Kansas are the responsibility of the various counties. The Johnson County appraiser annually determines the appraised valuation of property located in the City. The appraiser's determination is based on a number of criteria established by Kansas statute. All property, with the exception of agricultural land, is appraised based on estimated fair market value. Agricultural property is appraised based on productivity value. Kansas statutes require that each parcel of real property be reviewed and inspected by the county appraiser once every four years for taxation purposes. Once appraised valuations have been determined, they are multiplied by the applicable statutory assessment rates to arrive at the assessed valuations. The total assessed valuation is then used to establish property tax rates.

Property Assessment Rates

In order to determine the assessed valuation of a parcel of property for taxation purposes, the county appraiser multiplies the appraised value of the parcel by the applicable assessment rate. Current property assessment rates were established in 1986, effective in 1989, and slightly modified in 1992. The most significant 1992 modifications involved lowering the assessment rate on commercial and industrial real property from 30% to 25% and on residential property from 12% to 11.5%. The following table shows the current assessment rates for the different classes of taxable tangible property within the State of Kansas.

Real Property:	
Residential	11.5%
Commercial and Industrial-Real Property	25.0
Agricultural Land (1)	30.0
Agricultural Improvements	25.0
Vacant Lots	12.0
Not-for-Profit (2)	12.0
All Other	30.0
Personal Property:	
Mobile Homes	11.5%
Mineral Leaseholds (large)	30.0
Mineral Leaseholds (small)	25.0
Commercial & Industrial Machinery & Equipment	25.0
All Other	30.0
Utilities:	
Railroads	federally mandated rate
All Other Public Utilities	33.0%
Motor Vehicles:	20.0% (3)

Property Exempt:

Property used for the following purposes, or portions thereof, are exempt from taxation provided certain statutory requirements are met: religious, educational, literary, scientific, benevolent, alumni associations, veterans' organizations, or charitable purposes, including parsonages and community service organizations providing humanitarian services.

(1) Agricultural land is valued based on the productivity value of the property and not estimated market valuation.

(2) A bill passed by the Kansas Legislature in 1994 clarified this class of property to include all property owned and operated by not-for-profit organizations not subject to federal income taxation pursuant to paragraphs (2), (3), (4), (7), (8), or (10) of Subsection C of Section 501 of the federal internal revenue code. This bill specifically established that private, not-for-profit country clubs would be assessed at 12% for all land that does not accommodate buildings or improvements.

(3) Effective January 1, 1996, the applicable assessment rates on motor vehicles was reduced from 30% of market value to 20% of market value over a five-year period in the following increments: 1996–28.5%; 1997–26.5%; 1998–4.5%; 1999–22.5%; and 2000–20.0%.

Equalization Ratios

Annually, the Property Valuation Division of the Kansas Department of Revenue conducts a study to compare the assessed valuation of real property to estimated market value based on property sale prices. The study derives an equalization ratio which, when divided into assessed valuation, provides a means to approximate actual market value. According to the 1999 Real Estate Assessment/Sales Ratio Study, in Johnson County the equalization ratio for residential real property has been set to 10.56%; vacant lots to 10.21%; agricultural land to 0.09%; and commercial and industrial real property to 22.13%.

LEGAL MATTERS

Legal matters incident to the authorization, issuance, and sale of the Bonds by the City and the tax-exempt status thereof are subject to the approval of Bryan Cave LLP, Kansas City, Missouri, Bond Counsel, whose approving opinion accompanies the Bonds. The opinion is to the effect that the Bonds are valid general obligations of the City and that, under existing laws and regulations, assuming continued compliance with the covenants contained in the Ordinance, the interest on the Bonds is exempt from federal income taxation, except with respect to certain taxpayers (see TAX EXEMPTION herein). The opinion is dated and given on and speaks only as of the date of original delivery of the Bonds. Bond Counsel has not participated in the preparation of this Official Statement except for the sections titled INTRODUCTORY STATEMENT, THE BONDS, LEGAL MATTERS, TAX EXEMPTION, ABSENCE OF MATERIAL LITIGATION, and CONTINUING DISCLOSURE.

TAX EXEMPTION

In the opinion of Bond Counsel, the interest on the Bonds (including any original issue discount properly allocable to the owners thereof), (a) is excluded from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinion described in this paragraph is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The City has covenanted to comply with all such requirements. Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the Bonds.

Interest on the Bonds is excludable from computation of Kansas adjusted gross income for taxable years commencing after December 31, 1987, and the Bonds are exempt from intangible personal property taxes levied by Kansas counties, cities, or townships.

The Bonds have not been designated "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Original Issue Discount. In the opinion of Bond Counsel, subject to the conditions set forth above, the original issue discount in the selling price of the Bonds purchased in the original offering at a price less than the par amount thereof (collectively, the "OID Bonds"), to the extent properly allocable to each Owner of such OID Bond, is excludable from gross income for federal income tax purposes with respect to such Owner. Original issue discount is the excess of the stated redemption price at maturity of an OID Bond over the initial offering price to the public (excluding underwriters and intermediaries) at which price a substantial amount of the OID Bonds were sold. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. For an Owner who acquires an OID Bond in this offering, the amount of original issue discount that accrues during any accrual period generally equals (i) the issue price of such OID Bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity on such OID Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such OID Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will increase the Owner's tax basis in such OID Bond. Any gain realized by an Owner from such sale, exchange, payment or redemption of an OID Bond would be treated as gain from the sale or exchange of such Bond. Owners of OID Bonds should consult with their individual tax advisors to determine whether the application of the proposed original issue discount federal regulations will require them to include, for State and local income tax purposes, an amount of interest on the OID Bonds as income even though no corresponding cash interest payment is actually received during the tax year.

Original Issue Premium. Certain of the Bonds are being sold at a premium to their stated value. The excess of the initial offering prices of the Bonds to the public (excluding bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) over the stated redemption price of such Bonds at maturity

will constitute original issue premium for federal income tax purposes. For federal income tax purposes, original issue premium on such Bonds will be amortized at a constant rate on a daily basis over the entire term of such Bonds. The amortization of original issue premium will reduce a bondholder's basis in such Bonds for federal income tax purposes. Accordingly, bondholders may realize a taxable gain upon the disposition of a Bond prior to maturity even if the amount realized on the disposition was less than the price the bondholder originally paid for the Bond.

Prospective purchasers of the Bonds should be aware that (i) Section 265 of the Internal Revenue Code of 1986 (the "Code"), denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds or, in the case of a financial institution, that portion of a holder's interest expense allocated to interest on the Bonds, except with respect to certain financial institutions (within the meaning of Section 265(b)(5) of the Code), (ii) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15 percent of the sum of certain items, including interest on the Bonds, (iii) interest on the Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (iv) passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income, and (v) Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account in determining gross income, receipts, or accruals of interest on the Bonds.

RATING

The City has applied to Moody's Investors Service for a rating on the Bonds. Any explanation of the significance of such rating may be obtained only from said rating agency. There is no assurance that the rating will remain for any given period of time or that it may not be lowered or withdrawn entirely by the rating service if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the market price of the Bonds. Appropriate periodic credit information will be provided by the City to the rating agency rating the Bonds. The City's other currently outstanding general obligation debt is also rated "Aa1" by Moody's.

UNDERWRITING

The Bonds were purchased at public sale on _____, by _____ (the "Successful Bidder") at a price equal to _____, plus accrued interest to the date of closing.

ABSENCE OF MATERIAL LITIGATION

The Transcript of Proceedings will contain a certificate of non-litigation dated as of the closing date and executed by the City to the effect that there is no controversy, suit, or proceeding of any kind pending or, to the knowledge of the City, threatened wherein or whereby any question is raised, or may be raised, questioning, disputing, or affecting in any way the legal organization of the City or its boundaries or the legality of any official act shown to have been done regarding the issuance of the Bonds or the constitutionality or validity of the obligation represented by the Bonds or the means provided for the payment of the Bonds.

CONTINUING DISCLOSURE

The Securities and Exchange Commission (the "SEC") has promulgated amendments to Rule 15c2-12 (the "Rule"), requiring continuous secondary market disclosure for issues sold on or after July 3, 1995. In the Ordinance and the Continuing Disclosure Certificate, the City has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same or cause the same to be transmitted to certain national repositories, any state repository, and the Municipal Securities Rulemaking Board, as applicable. The City has always complied with its previous continuing disclosure

undertakings. This covenant is for the benefit of and is enforceable by the owners of the Bonds. See APPENDIX A for further details concerning continuing disclosure requirements. The City is in compliance with any prior continuing disclosure undertaking.

CERTIFICATION OF THIS OFFICIAL STATEMENT

The preparation and distribution of this Preliminary Official Statement has been authorized by the City. This Preliminary Official Statement is hereby duly approved by the governing body of the City and "deemed final", except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12 as of the date on the cover page hereof.

Dated July 16, 2001

THE CITY OF LEAWOOD, KANSAS

By /s/ Peggy J. Dunn
Mayor

ATTEST:

/s/ Martha Heizer
Clerk

APPENDIX B

Financial Statements

The following is a copy of a portion of the report on examination of the City of Leawood, Kansas, for the fiscal year ended December 31, 2000, prepared by the firm of Cochran, Head & Company, Certified Public Accountants, Kansas City, Kansas.

APPENDIX A

Continuing Disclosure Instructions

RESOLUTION NO. 1622

A RESOLUTION ADOPTING THE FISCAL YEAR 2002 ANNUAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, a public hearing was conducted at the July 16, 2001, City Council meeting to consider the Fiscal Year 2002 annual budget for the City of Leawood, Kansas, pursuant to K.S.A. § 79-2929; and

WHEREAS, the Fiscal Year 2002 annual budget was presented to the Governing Body at its August 6, 2001, City Council meeting; and

WHEREAS, the Governing Body desires the Fiscal Year 2002 annual budget to be adopted.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2002 annual budget as presented at its August 6, 2001, City Council meeting.

SECTION TWO: This resolution shall become effective upon passage and publication by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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FI2-00-001

RES1622

Publication Fees: $21.44

The Legal Record
213 E. Santa Fe, Suite 2
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CITY OF LEAWOOD
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Penny Knight, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:

RESOLUTION NO. 1622--8/7/01

Penny Knight

Legal Notices Administrator

Subscribed and sworn to before me on this date:

AUGUST 8, 2001

Debra Valenti

Notary Public

DEBRA VALENTI
Notary Public - State of Kansas

My appointment expires: August 21, 2003.

$21.44

RESOLUTION NO. 1622

First published in The Legal Record, Tuesday, August 7, 2001

RESOLUTION NO. 1622

A RESOLUTION ADOPTING THE FISCAL YEAR 2002 ANNUAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, a public hearing was conducted at the July 16, 2001, City Council meeting to consider the Fiscal Year 2002 annual budget for the City of Leawood, Kansas, pursuant to K.S.A. § 79-2929; and

WHEREAS, the Fiscal Year 2002 annual budget was presented to the Governing Body at its August 6, 2001, City Council meeting; and

WHEREAS, the Governing Body desires the Fiscal Year 2002 annual budget to be adopted.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2002 annual budget as presented at its August 6, 2001, City Council meeting.

SECTION TWO: This resolution shall become effective upon passage and publication by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1623

The Leawood Governing Body has considered the request for approval of conditional use permit and preliminary site plan, for Zipz Convenience Store and Retail, located at 4821 W. 135th Street, Lot 12 Plaza Point, Leawood, Johnson County, Kansas.

WHEREAS, Zipz Convenience Store and Retail, ['Applicant'] submitted a request for a conditional use permit and preliminary site plan, for real property located at 4821 W. 135th Street, lot 12 Plaza Point; and

WHEREAS, Zipz Convenience Store and Retail appeared before the Planning Commission on June 26, 2001, and presented such requests for approval; and

WHEREAS, a convenience store is only allowed with a conditional use permit in the SD (C-R), Special Development District (Commercial – Retail) zoning; and

WHEREAS, the retail buildings consist of 12,886 square feet, all to be constructed at one time; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The building is limited to 12,886 square feet, all to be constructed at one time.
2. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot ($.10 x 12,886 = $1,288.60) of finished floor area prior to the issuance of a building permit.
3. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 12,886 = $1,288.60) prior to issuance of a building permit.
4. The applicant is responsible for the K-150 impact fee in the amount $1.34/ square foot of finished floor area ($1.34 x 12,886 = $17,267.24) prior to the issuance of a building permit.
5. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
6. All power lines, utility lines, etc. are required to be underground and must be done at the time of widening 135th Street and Roe, and prior to final occupancy of any building within the project.
7. A three-foot berm or three foot tall landscaping, at the time of planting, is required around the perimeter of the parking lot adjacent to 135th Street. A revised landscape plan identifying the Plaza Pointe landscaping as well as the revised landscaping for this project shall be provided at final.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase "screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
10. The applicant must meet all requirements of the 135th Street Corridor Design Guidelines.

11. All signs are required to have a sign permit prior to installation.
12. Additional landscaping must be provided throughout the development.
13. The list of items to be completed by the developer must be completed prior to final occupancy.
14. The applicant must adhere to the request made by the Fire Marshal in the attached memo.
15. No outside storage or outside sales shall be allowed on this site, as is required by the Leawood Development Ordinance.
16. The hours of operation shall be limited to 4 a.m. to midnight Sunday through Thursday and 1:00 a.m. on Friday and Saturday.
17. The applicant is allowed one monument sign to display the name of the store and the price of lowest grade gasoline. This monument sign is granted to the specific type of user only, as it is the only way they are able to obtain the product needed to conduct business.
18. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through eighteen.

WHEREAS, the Plan Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, August 6, 2001; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said conditional use permit and preliminary site plan.

Adopted by the Governing Body this 20th day of August, 2001.

Signed by the Mayor this 20th day of August, 2001.

[SEAL]

ATTEST:

Peggy Dunn

Peggy Dunn, Mayor

Martha Heizer

Martha Heizer, City Clerk

Memo **6-15-01**

To: Plan Commission

From: Fire Marshal

Re: Zipz

The following are my review comments for the Zipz project:

1. Because the developer has not elected to provide a grid of water mains and accompanying fire hydrants for the development, a private hydrant will be required.

All other issues relevant to the site and emergency access are approved.

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

May 11, 2001

To: Diane Binckley, Planning & Development Director

From: Dana Bowles, P.E., Civil Engineer, Public Works Department, DB

Re: Special Use Permit, Preliminary Plan
Plaza Point, Case No. 29-01

The Public Works Department has reviewed the preliminary site plan and plat for the referenced project and would like to make the following comments made part of the approval process.

- Provide a grading plan of the site including spot elevations along the top of curb along the islands and in the parking areas to clarify how the curbs are to be constructed and how storm water will be intercepted.
- All under drains or downspouts from roof drainage shall tie into drainage structures.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department, Public Improvement Construction Standards (Revised March 2001)
- All proposed improvements within the existing right-of-way or existing drainage easement will require a permit from the Public Works Department.

If you have any questions regarding this matter, please feel free to contact me at extension 138.

bgs
cc: Joe Johnson, P.E., Director of Public Works
Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

RESOLUTION NO. 1624

OF

THE CITY OF LEAWOOD, KANSAS

ADOPTED

AUGUST 6, 2001

$9,300,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2001-A

537991.01

RESOLUTION

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 2

Section 101 Definitions of Words and Terms 2

ARTICLE II AUTHORIZATION OF THE BONDS 3

Section 201 Authorization of the Bonds 3
Section 202 Security for the Bonds 4
Section 203 Details of the Bonds 4
Section 204 Designation of Paying Agent and Bond Registrar 5
Section 205 Method and Place of Payment of Bonds 5
Section 206 Registration, Transfer and Exchange of Bonds 5
Section 207 Immobilization of Bonds by the Depository 6
Section 208 Surrender and Cancellation of Bonds 7
Section 209 Mutilated, Lost, Stolen or Destroyed Bonds 8
Section 210 Execution, Registration and Delivery of the Bonds 8

ARTICLE III REDEMPTION 9

Section 301 Redemption of Bonds 9
Section 302 Notice of Redemption 10
Section 303 Selection of Bonds to Be Redeemed 10
Section 304 Effect of Call for Redemption 11

ARTICLE IV FORM OF THE BONDS 11

Section 401 Form of Bonds 11

ARTICLE V ESTABLISHMENT OF FUNDS 11

Section 501 Creation of Funds 11
Section 502 Administration of Funds 11

ARTICLE VI APPLICATION OF BOND PROCEEDS 11

Section 601 Disposition of Bond Proceeds and Other Moneys 11
Section 602 Application of Moneys in the Improvement Fund 12

ARTICLE VII PAYMENT OF BONDS 12

Section 701 Application of Moneys in the Principal and Interest Account 12
Section 702 Transfer of Funds to Paying Agent 12

ARTICLE VIII DEPOSITS AND INVESTMENTS OF FUNDS 12

Section 801 Deposits 12
Section 802 Investments 12

ARTICLE IX REMEDIES 13

Section 901 Remedies 13
Section 902 Limitation on Rights of Owners 13
Section 903 Remedies Cumulative 13

ARTICLE X AMENDMENTS 14

Section 1001 Amendments 14
Section 1002 Written Evidence of Amendments 15

ARTICLE XI DEFEASANCE 15

Section 1101 Defeasance 15

ARTICLE XII TAX COVENANTS 16

Section 1201 General Covenants 16
Section 1202 Survival of Covenants 16

ARTICLE XIII MISCELLANEOUS PROVISIONS 17

Section 1301 Sale of Bonds to the Underwriters; Approval of Official Statement; Continuing Disclosure 17
Section 1302 Continuing Disclosure 17
Section 1303 Authority to Redeem Outstanding Temporary Notes 17
Section 1304 Severability 17
Section 1305 Governing Law 18
Section 1306 Effective Date 18

EXHIBIT A FORM OF BOND A-1

RESOLUTION NO. 1624

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF $9,300,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2001-A, OF THE CITY OF LEAWOOD, KANSAS, AUTHORIZED BY ORDINANCE NO. 1902 OF THE CITY; PROVIDING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AND PROVIDING FOR EXECUTION OF CERTAIN AGREEMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Leawood, Kansas (the "City"), is a city of the first class, created, organized and existing under the laws of the State of Kansas (the "State"); and

WHEREAS, pursuant to K.S.A. 12-1301, et seq., as amended, and Ordinance No. 1742, the Governing Body of the City called an election in the City for the purpose of submitting the following question:

> "Shall the City of Leawood issue its general obligation bonds pursuant to K.S.A. 12-1302 in an amount not to exceed $12,500,000 for the purpose of paying for the costs of improvements to existing City parks?"; and

WHEREAS, at said election more than a majority of the qualified electors in the City voted in favor of the proposition, the vote having been certified to have been and being declared to be 7957 votes in favor of said proposition and 2600 votes against said proposition; and

WHEREAS, the City has heretofore issued bonds approved at said election in the principal amount of $5,400,000; and

WHEREAS, the City has incurred and expects to incur in the immediate future costs of improvements to City parks (the "City Park Improvement") and the Governing Body hereby finds and determines that it is necessary and desirable to issue the second installment of the bonds authorized by voters at said election in the principal amount of $6,050,000; and

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Ordinance No. 1704, the Governing Body of the City has heretofore authorized the acquisition of certain real property in Leawood South Park leased by the City and acquisition, construction and installation of a new fire station thereon, including parking facilities and access roads and furnishing and equipping the same (the "Fire Station No. 3 Improvement") at an estimated cost of $3,195,000; and

WHEREAS, the Governing Body has by Ordinance No. 1902 found and determined the estimated cost of the Fire Station No. 3 Improvement is $3,250,000; and

WHEREAS, all legal requirements pertaining to the City Park Improvement and the Fire Station No. 3 Improvement (collectively, the "Series 2001 Improvements") have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Series 2001 Improvements (including interest on temporary notes of the City and issuance costs

of the Bonds) and related expenses is not less than $9,300,000, the entire cost of which to be paid by the City at-large, and there are no funds available in the treasury of the City to pay the cost of the Series 2001 Improvements requiring $9,300,000 to be paid for by the issuance of general obligation bonds; and

WHEREAS, the Governing Body of the City has heretofore adopted Ordinance No. 1902 (the "Bond Ordinance") authorizing the issuance of $9,300,000 principal amount of General Obligation Improvement Bonds, Series 2001-A, of the City (the "Bonds") and by said Bond Ordinance provided for the adoption of a resolution prescribing the terms and details of the Bonds and certain covenants and agreements with respect thereto;

WHEREAS, the Governing Body of the City is authorized by law to issue general obligation bonds of the City to finance the costs of the Series 2001 Improvements and to adopt this resolution prescribing the terms and details thereof and certain covenants and agreements with respect thereto; and

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the recitals and elsewhere in this Resolution, the following words and terms as used in this Resolution shall have the following meanings, unless some other meaning is plainly intended:

"Authorized Investments" means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of state law applicable to the City.

"Beneficial Owner" shall mean, whenever used with respect to a Bond herein authorized, the person in whose name such bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Registrar" means the State Treasurer of the State of Kansas in the City of Topeka, Kansas, and its successors or assigns.

"Bonds" means the City's General Obligation Improvement Bonds, Series 2001-A, dated August 15, 2001, in the original principal amount of $9,300,000.

"Cede & Co." shall mean Cede & Co., the nominee of the Depository, and any successor nominee of the Depository with respect to the Bonds.

"Continuing Disclosure Certificate" means the certificate executed by the City in the form attached hereto as Exhibit C.

"Dated Date" shall mean August 15, 2001.

"Depository" shall mean The Depository Trust Company of New York, New York.

"Improvement Fund" means the Series 2001 Improvement Fund created by Section 501 of this Resolution.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2002.

"Ordinance" means Ordinance No. 1902 duly adopted by the Governing Body on August 6 , 2001 as the same may be amended from time to time.

"Participant" shall mean any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means the State Treasurer of the State of Kansas, in the City of Topeka, Kansas, and its successors and assigns.

"Principal and Interest Account" means the Principal and Interest Account for the City of Leawood, Kansas General Obligation Improvement Bonds, Series 2001-A, created by Section 501 of this Resolution.

"Record Date" for payment of interest on any Interest Payment Date, means the 15th day (whether or not a business day) of each month preceding such Interest Payment Date.

"Representation Letter" shall mean the Representation Letter from the City and the Bond Registrar to the Depository with respect to the Bonds, substantially in the form attached to this Ordinance as Exhibit B.

"Resolution" means this resolution as the same may be amended form time to time in accordance with the terms hereof.

"Underwriters" means A.G. Edwards & Sons, Inc., St. Louis, Missouri.

ARTICLE II

AUTHORIZATION OF THE BONDS

Section 201. Authorization of the Bonds. The Governing Body has pursuant to the Ordinance authorized and directed to be issued bonds of the City designated General Obligation

Improvement Bonds, Series 2001-A in the aggregate principal amount of $9,300,000 for the purpose of providing funds to finance the costs of the Series 2001 Improvements.

Section 202. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, real or personal, within the territorial limits of the City.

The full faith, credit and resources of the City are irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due.

Section 203. Details of the Bonds. The Bonds shall consist of fully registered certificated bonds without coupons in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be substantially in the form described in Article IV hereof and Exhibit A attached hereto and shall be subject to registration, transfer and exchange as provided in Section 206 hereof. The Bonds shall be dated the Dated Date, shall become due on September 1 in the years and in the principal amounts (subject to optional redemption prior to maturity as provided in Article III hereof) and shall bear interest at the respective rates per annum as follows:

SERIES 2001-A SERIAL BONDS

Maturity Date	Principal Amount	Interest Rate	Maturity Date	Principal Amount	Interest Rate
2002	$270,000	6.000%	2011	$440,000	4.200%
2003	305,000	6.000	2012	455,000	4.300
2004	325,000	6.000	2013	475,000	4.400
2005	340,000	6.000	2014	500,000	4.500
2006	360,000	5.750	2015	525,000	4.625
2007	370,000	4.000	2016	545,000	4.750
2008	385,000	4.000	2017	575,000	4.750
2009	400,000	4.000	2018	605,000	4.800
2010	420,000	4.100	2019	635,000	4.875

SERIES 2001-A TERM BONDS

Maturity Date	Principal Amount	Interest Rate
2021	$1,370,000	5.000%

The Bonds shall bear interest at the rates aforesaid (computed on the basis of a 360-day year composed of twelve 30-day months) from the Dated Date or from the most recent date to which interest has been paid or duly provided for, payable semiannually on each of the Interest Payment Dates to the persons in whose names the Bonds are registered on the books maintained by the Bond Registrar at the close of business on the Record Date with respect to such interest payment.

Section 204. Designation of Paying Agent and Bond Registrar. The State Treasurer of the State of Kansas in the City of Topeka, Kansas, is hereby designated as the City's paying agent for the payment of principal of, premium, if any, and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

The Mayor of the City and the City Clerk of the City are hereby authorized and empowered to execute on behalf of the City an agreement with the State Treasurer of the State of Kansas to act as Bond Registrar and Paying Agent for the Bonds.

Section 205. Method and Place of Payment of Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent.

The principal of and premium, if any, on the Bonds shall be payable at the office of the Paying Agent upon presentation and surrender of such Bonds as they respectively become due.

The interest on the Bonds shall be payable to the order of the registered owners thereof mailed by the Paying Agent to the addresses of such registered owners as they appear on the registration books maintained by the Bond Registrar or at such other address provided in writing by such registered owner to the Bond Registrar prior to the Record Dates.

The Paying Agent and Bond Registrar shall keep in its office a record of payment of principal of, premium, if any, and interest on the Bonds.

Section 206. Registration, Transfer and Exchange of Bonds. The City covenants that it will, as long as any of the Bonds herein authorized remain outstanding, cause to be kept at the office of the Bond Registrar books for the registration, transfer and exchange of Bonds as herein provided.

Upon presentation of the necessary documents as hereinafter described, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange.

All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the registered owner thereof or by the registered owner's duly authorized agent. In addition, all Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation.

Prior to delivery of the new Bond(s) to the transferee, the Bond Registrar shall register the same in the registration books kept by the Bond Registrar for such purpose and shall authenticate each Bond.

The City shall provide for the payment out of the Bond proceeds of the fees of the Bond Registrar for registration and transfer of the Bonds and the cost of printing a reasonable supply of

registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the bondowners.

The City, the Bond Registrar and the Paying Agent may deem and treat the person in whose name any Bond shall be registered as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and redemption premium, if any, and interest on said Bond and for all other purposes, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

The Bond Registrar shall not be required to register, transfer or exchange Bonds for a period extending from the Record Date to the immediately following Interest Payment Date for the Bonds or to register, transfer or exchange any Bonds selected for redemption in whole or in part subsequent to the date notice of such redemption is given.

Section 207. Immobilization of Bonds by the Depository. (a) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon such initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of the Depository. The Paying Agent and Bond Registrar and the City may treat the Depository (or its nominee) as the sole and exclusive owner of Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Bond Registrar nor the City shall be affected by any notice to the contrary. Neither the Bond Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, with respect to the accuracy of the records maintained by the Depository or any Participant, with respect to the payment by the Depository or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Depository as registered owner of the Bonds. So long as any Bond issued hereunder is registered in the name of Cede & Co., as nominee of the Depository, the Bond Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than the Depository (or its duly authorized agent) shall receive an authenticated bond for any separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in

place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (d) below and Section 206 hereof.

(a) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain definitive bond certificates, the City may notify the Depository and the Bond Registrar, whereupon the Depository shall notify the Participants of the availability through the Depository of such certificates. In such event, the Bonds will be transferable in accordance with paragraph (d) below and Section 206 hereof. The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Bond Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (d) below and Section 206 hereof.

(b) In the event the Depository resigns or is not longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor to the Depository to discharge its responsibilities. Any such successor Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives notice as described in this Section 207 of this Resolution, the City shall cause the notices described in this Section 207 to be delivered and issue Bonds as described herein.

(c) In the event that any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Bond Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of Section 206 of this Resolution. In the event definitive bond certificates are issued to holders other than Cede & Co., its successor as nominee for the Depository as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

(d) The Representation Letter attached as Exhibit B sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Bond Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its action under this Resolution.

Section 208. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar for cancellation pursuant to this Resolution, upon payment of the principal amount thereof and interest thereon or for replacement pursuant to this

Resolution, such Bond shall be cancelled by the Bond Registrar and the cancelled Bond shall be returned to the City.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Bond Registrar may authenticate a new Bond of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, however, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the City or the Bond Registrar, and, in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Bond Registrar and the City evidence of such loss, theft or destruction and an indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the City and Bond Registrar may pay the same without surrender thereof. The City and Bond Registrar may charge to the registered owner of such Bond their reasonable fees and expenses in connection with replacing such Bond or Bonds mutilated, stolen, lost or destroyed.

Section 210. Execution, Registration and Delivery of the Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond shall be the proper officers to sign such Bond, although at the date of such Bond such persons may not have been such officers.

The Mayor of the City and the City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner hereinbefore specified, to cause the Bonds to be registered in the office of the City Clerk and the Office of the State Treasurer of the State of Kansas as provided by law, and, when duly executed and registered, to deliver the Bonds to or upon the order of the Underwriters, upon receipt by the City of the purchase price of the Bonds determined in accordance with the contract established by the acceptance of the proposal of the Underwriters by the City. The Mayor of the City and the City Clerk are also hereby further authorized to enter into an agreement with a depository trust company to have the executed, authenticated Bonds held in safe keeping prior to their delivery to the Underwriters.

The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A attached hereto, which shall be executed by the manual or facsimile signature of the Bond Registrar. No Bond shall be entitled to any security or benefit under the Ordinance nor shall it be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Bond Registrar. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered pursuant to the Ordinance and this Resolution. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same

officer or employee sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

ARTICLE III

REDEMPTION

Section 301. Redemption of Bonds. The Bonds shall be subject to redemption prior to maturity only as provided in this Section 301.

(a) Optional Redemption. Bonds maturing on and after September 1, 2011, shall be subject to redemption and may be called for redemption and payment by the City prior to maturity on September 1, 2010, and thereafter, in whole on any date or in part on any Interest Payment Date at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

In the case of a partial redemption of Bonds, the City may select Bonds of any particular maturity or maturities in such order and in such amounts as it shall determine in its sole discretion.

(b) Mandatory Redemption of Term Bonds. The Bonds bearing a stated maturity of September 1, 2021, shall be subject to mandatory redemption and payment prior to their stated maturity and shall be redeemed on September 1, 2020, at the redemption price of 100% of the principal amount so redeemed plus accrued interest thereon to the redemption date, without premium, in the following principal amounts:

Redemption Date	Amount Redeemed
September 1, 2020	$670,000

(leaving $700,000 principal amount of such Bonds to be paid at stated maturity on September 1, 2021).

The Paying Agent and Bond Registrar shall each year in which such Bonds are to be redeemed pursuant to the terms of this subparagraph (b) make timely selection of such Bonds or portions thereof to be so redeemed and shall give notice thereof as provided herein without further instructions from the City.

At the election and direction and instruction of the City, moneys deposited in the Principal and Interest Fund may be used at any time after September 1, 2019 to purchase Bonds maturing on September 1, 2021, in the open market at a price not in excess of 100% of the principal amount thereof and to pay interest accrued on such Bonds so purchased at the specified rate thereon to the date of purchase.

At its option, to be exercised on or before the forty-fifth day next preceding September 1, 2020, the City may: (i) deliver to the Paying Agent and Bond Registrar for cancellation Bonds having a stated maturity of September 1, 2021 in any aggregate principal amount desired, or (ii)

receive a credit in respect to the mandatory redemption obligation of the City under subparagraph (b) of this Section 301 for any Bonds having a stated maturity of September 1, 2021 which prior to such date have been purchased or redeemed (other than through the operation of the requirements of subparagraph (b) above) and canceled by the Paying Agent and Bond Registrar. Each Bond having a stated maturity of September 1, 2021 so delivered or previously purchased or redeemed as described in the immediately preceding sentence shall be credited at 100% of the principal amount thereof against the obligation of the City to redeem Bonds on the next succeeding mandatory redemption date pursuant to subparagraph (b) of this Section 301. If the City intends to exercise the option granted by clauses (i) or (ii) above, the City shall, on or before the forty-fifth day next preceding each September 1, 2020, furnish the Paying Agent and Bond Registrar a certificate signed by a duly authorized officer of the City indicating to what extent said clauses (i) and (ii) are to be complied with in respect to such mandatory redemption requirement.

Section 302. Notice of Redemption. In the event the City shall elect to redeem and pay any of the Bonds prior to the maturity thereof pursuant to subparagraph (a) of Section 301 hereof, the City shall give written notice of its intention to redeem and pay said Bonds on a specified date, the same being described by number, series and maturity, said notice to be mailed by prepaid United States registered or certified mail addressed to the Paying Agent and Bond Registrar, the Depository and the Underwriters, said notice to be mailed not less than 45 days prior to the redemption date.

The Paying Agent and Bond Registrar will send notice of redemption of Bonds to be redeemed pursuant to Section 301 hereof by first class mail to the registered owners of such Bonds as are to be redeemed, said notices to be mailed not less than 30 days prior to the date fixed for redemption.

Section 303. Selection of Bonds to Be Redeemed. Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the outstanding Bonds are to be redeemed and paid prior to maturity, the particular maturities of such Bonds to be redeemed shall be determined by the City in its sole discretion, Bonds of less than a full maturity to be selected by the Paying Agent and Bond Registrar by lot in $5,000 units of face value in such equitable manner as the Paying Agent and Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any fully registered Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the owner of such fully registered Bond or the owner's duly authorized agent shall forthwith present and surrender such Bond to the Paying Agent and Bond Registrar (1) for payment of the redemption price (including the interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such fully registered Bond. If the owner of any such fully registered Bond of a denomination greater than $5,000 shall fail to present such

Bond to the Paying Agent and Bond Registrar for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only).

Section 304. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

ARTICLE IV

FORM OF THE BONDS

Section 401. Form of Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State of Kansas and shall contain information and recitals substantially as set forth in Exhibit A attached hereto or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983) in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended.

ARTICLE V

ESTABLISHMENT OF FUNDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the treasury of the City the following separate funds to be known respectively as follows:

(a) Within the Bond and Interest Fund, the Principal and Interest Account for the City of Leawood, Kansas General Obligation Improvement Bonds, Series 2001-A (the "Principal and Interest Account"); and

(b) Series 2001 Improvement Fund (the "Improvement Fund") and within the Improvement Fund a separate account for each of the Series 2001 Improvements.

Section 502. Administration of Funds. The Principal and Interest Account and the Improvement Fund established pursuant to the authority of Section 501 hereof shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Resolution so long as any of the Bonds remain outstanding and unpaid.

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 601. Disposition of Bond Proceeds and Other Moneys. The proceeds received from the sale of the Bonds, including any premium and accrued interest thereon, shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) There shall be deposited in the Principal and Interest Account any amount received on account of accrued interest on the Bonds.

(b) The entire remaining balance of the proceeds of the Bonds ($9,300,000) shall be deposited in the Improvement Fund.

Section 602. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be separately accounted for and attributed to each of the individual Series 2001 Improvements and shall be used solely to pay the cost of such Series 2001 Improvements, which may include the retirement of temporary notes of the City previously issued to provide interim financing for the Series 2001 Improvements, and to pay costs of issuance of the Bonds. Upon completion of each of the Series 2001 Improvements and payment of all costs thereof, any moneys remaining in each respective account within the Improvement Fund shall be deposited into the Principal and Interest Account.

ARTICLE VII

PAYMENT OF BONDS

Section 701. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 702. Transfer of Funds to Paying Agent. The Treasurer of the City is hereby authorized and directed to withdraw from the Principal and Interest Account and transfer to the Paying Agent sums sufficient to pay the principal of and interest on the Bonds and the fees of the Paying Agent and Bond Registrar when the same become due. If, through lapse of time or otherwise, the owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 703. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VIII

DEPOSITS AND INVESTMENTS OF FUNDS

Section 801. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 802. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in

Authorized Investments in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of such fund or account.

ARTICLE IX

REMEDIES

Section 901. Remedies. The provisions of the Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the owners of the Bonds. The owner or owners of not less than 10 % in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all owners of Bonds similarly situated:

A. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State;

B. by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

C. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Bonds.

Section 902. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more owners secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such Outstanding Bonds.

Section 903. Remedies Cumulative. No remedy conferred upon the owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall

impair any rights or remedies thereon. No delay or omission of any owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such owner, then, and in every such case, the City and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X

AMENDMENTS

Section 1001. Amendments. Except as set forth in this Resolution, the provisions of the Bonds and the provisions of the Resolution may be modified or amended at any time by the City with the written consent of the owners of not less than sixty-six and two-thirds percent (66 2/3 %) in aggregate principal amount of the Bonds authorized at the time Outstanding; provided, however, that no such modification or amendment shall permit or be construed as permitting:

A. the extension of the maturity of the principal of any of the Bonds, or the extension of the maturity of any interest on any of the Bonds; or

B. a reduction in the principal amount of any of the Bonds or the rate of interest; or

C. a reduction in the aggregate principal amount of the Bonds, the consent of 100% of the Owners of which is required for any such amendment or modification. The City may from time to time, without the consent of or notice to any of the owners, provide for amendment to the Bonds or the Resolution, for any one or more of the following purposes:

(1) To cure any ambiguity or formal defect or omission in the Resolution or to make any other change not prejudicial to the owners;

(2) To grant to or confer upon the owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners;

(3) To conform the Resolution to the Code or future applicable federal law concerning tax-exempt obligations;

(4) To more precisely identify the Series 2001 Improvements.

Section 1002. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of the Resolution to which the written consent of the owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of the Resolution and shall be deemed to be a part of the Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of the Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the owners of any Bond or prospective purchaser or owners of any Bond authorized by the Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of the Resolution will be sent by the City Clerk to any such owner or prospective owner.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained and the pledge of the City's faith and credit and all other rights granted shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of the Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the stated maturity or redemption date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the stated maturity or redemption date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided, however that if any such Bonds shall be redeemed prior to their stated maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with *Article III* of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Resolution.

ARTICLE XII

TAX COVENANTS

Section 1201. General Covenants.

A. The City covenants and agrees as follows:

(1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and

(2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

B. The City further covenants and agrees that:

(1) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds,

(2) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and

(3) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

C. The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

Section 1202. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article XI* or any other provision of this Resolution until the final maturity date of all Bonds Outstanding.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1304. Sale of Bonds to the Underwriters; Approval of Official Statement. The sale of the Bonds to the Underwriters at a purchase price of 100% of the principal amount of the Bonds and accrued interest thereon to the date of delivery thereof to the Underwriters in accordance with the proposal submitted by them for the Bonds is hereby ratified and approved.

Distribution of the final Official Statement relating to the Bonds in substantially the form presented to the Governing Body of the City and the use thereof by the Underwriters of the Bonds is hereby approved, and the Mayor of the City and the City Clerk are hereby authorized to execute such Official Statement on behalf of the City, with such corrections, omissions, insertions or changes as they may approve.

Section 1305. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, the form of which is attached hereto as Exhibit C. Notwithstanding any other provision of this Resolution to the contrary, failure by the City to comply with the Continuing Disclosure Certificate shall not be considered a default or an event of default hereunder or on the Bonds; however, any registered owner of the Bonds or Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Certificate and this Section 1302.

Section 1306. Authority to Redeem Outstanding Temporary Notes. The Governing Body hereby finds and determines that it is necessary and advisable to redeem and prepay the following described outstanding temporary notes of the City:

Project Name	Dated Date	Principal Amount	Maturity Date
Fire Station No. 3	April 1, 2001	$300,000	December 15, 2001

The City Clerk is hereby authorized and directed to give notice of the City's intention to redeem and prepay the aforedescribed temporary notes on August 30, 2001, by publication of notices to the holders thereof, substantially in the form attached as Exhibit D hereto, at least once in the official newspaper of the City not less than 10 days prior to the date fixed for such redemption and prepayment.

Section 1304. Severability. In case any one or more of the provisions of the Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Resolution, or of the Bonds appertaining thereto, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained. In case any covenant, stipulation, obligation

or agreement contained in the Bonds or in the Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 1305. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 1306. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

PASSED by the Governing Body of the City of Leawood, Kansas this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.

(Seal)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

(FORM OF FULLY REGISTERED BOND)

UNITED STATES OF AMERICA
STATE OF KANSAS

Registered
No. R-

Registered
$_____

CITY OF LEAWOOD, KANSAS

GENERAL OBLIGATION
IMPROVEMENT BOND
SERIES 2001-A

Dated Date	Maturity Date	Rate of Interest	CUSIP No.
August 15, 2001	September 1, ___	_____%	_____

Registered Owner:

Principal Amount: _____ THOUSAND DOLLARS

THE CITY OF Leawood in the County of Johnson, State of Kansas (the "City"), for value received, hereby promises to pay to the registered owner hereof shown above, or registered assigns, upon presentation and surrender of this Bond, the Principal Amount identified above, on the Maturity Date shown above, and to pay interest thereon from the Dated Date set forth above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above, payable semiannually on March 1 and September 1 in each year beginning March 1, 2002 (the "Interest Payment Dates"), until said Principal Amount shall have been paid.

The principal of and interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the State Treasurer of the State of Kansas, in the City of Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of this Bond shall be payable to the registered owner hereof upon presentation of this Bond at the maturity or redemption date to the Paying Agent for payment and cancellation. The interest on this Bond shall be mailed to the registered owner hereof at the address appearing on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month immediately preceding each Interest Payment Date (the "Record Date").

The Bonds are general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond has been duly registered in the office of the City Clerk and in the office of the State Treasurer of the State of Kansas.

It is hereby declared and certified that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of said City, including this series of Bonds, does not exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IN WITNESS WHEREOF, the Governing Body of the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be imprinted hereon, all as of the Dated Date.

(facsimile seal)

CITY OF LEAWOOD, KANSAS

(manual/facsimile)
Mayor

ATTEST:

By (manual/facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 2001-A, of the City of Leawood, Kansas, described in the within-mentioned Ordinance.

Registration Date _____

State Treasurer of the State of Kansas, as Bond Registrar and Paying Agent

By _____

Registration Number 4182-046-081501-070

FURTHER TERMS AND CONDITIONS

This Bond is one of an authorized series of bonds of the City designated "General Obligation Improvement Bonds, Series 2001-A," in the aggregate principal amount of $9,300,000 (the "Bonds") issued for the purpose of providing funds to finance the costs of certain public improvements within the City as identified in the Ordinance of the City authorizing the issuance of the Bonds and the related Resolution prescribing the form and details thereof (collectively, the "Ordinance"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-1301, et seq. and K.S.A. 12-1736, et seq., each as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Bonds of the series of which this Bond is a part maturing by their stated terms on and after September 1, 2011, shall be subject to redemption and may be redeemed and paid prior to maturity, at the option of the City on September 1, 2010 and thereafter, as a whole on any date or in part on any Interest Payment Date, and if in part chosen in such manner as the City in its sole discretion shall determine (selection of Bonds within the same maturity to be by lot chosen by the Paying Agent and Bond Registrar in such equitable manner as it may determine), at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

The Bonds of the series of which this Bond is a part bearing a stated maturity date of September 1, 2021, shall be subject to mandatory redemption and payment prior to their stated maturity and shall be redeemed on September 1, 2020, at a redemption price of 100% of the principal amount so redeemed plus accrued interest thereon to the redemption date, without premium, in the following principal amounts (subject to certain credits as provided in the Ordinance):

Redemption Date	Amount Redeemed
September 1, 2020	$670,000

(leaving $700,000 principal amount of such Bonds to be paid at stated maturity on September 1, 2021).

Whenever Bonds are to be selected for the purpose of redemption, the Paying Agent and Bond Registrar shall, in the case of Bonds in denominations greater than $5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each $5,000 of face value of each such fully registered Bond as though it were a separate Bond of the denomination of $5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall give written notice of its intention to redeem and pay such Bonds on a specified date, the same being described by number, series and maturity, said notice to be mailed by prepaid United States

registered or certified mail addressed to the Paying Agent and Bond Registrar, the Depository and the Underwriters of the Bonds, said notice to be mailed not less than 45 days prior to the redemption date. The Paying Agent and Bond Registrar will send notice of redemption by first class mail to the registered owners of said Bonds to be redeemed, said notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as aforesaid shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price hereinbefore specified.

The Bonds are issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms provided in the Ordinance.

The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond is transferable by the registered owner hereof in person or by the registered owner's agent duly authorized in writing, at the office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance and upon surrender and cancellation of this Bond. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

LEGAL OPINION

I, the undersigned, City Clerk of the City of Leawood, Kansas, hereby certify that the following is a true and correct copy of the approving legal opinion of Bryan Cave LLP, attorneys at law, Kansas City, Missouri, on the within Bond and the series of which it is a part, except that it omits the date of such opinion; that said opinion was manually executed and was dated and issued as of the date of delivery of and payment for the Bonds, and is on file in my office.

By _____(manual/facsimile)_____
City Clerk

[PRINTED LEGAL OPINION]

(FORM OF CITY CLERK'S CERTIFICATE)

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the undersigned, City Clerk of the City of Leawood, Kansas, hereby certify that the within Bond has been duly registered in my office according to law.

WITNESS my hand and official seal as of this _____ day of August, 2001.

(facsimile seal)

_____(manual/facsimile)_____
City Clerk

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Treasurer of the State of Kansas (the "Bond Registrar"). The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular.

Signature Guaranteed By:

[Seal of Institution]

_____
(Name of Eligible Guarantor Institution)

By _____
Title: _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, Tim Shallenberger, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law.

WITNESS my hand and official seal.

_____

Treasurer of the State of Kansas

(facsimile seal)

Exhibit B

Blanket Issuer Letter of Representations

[To be Completed by Issuer]

City of Leawood, Kansas
[Name of Issuer]

November 29, 2000
[Date]

Attention: Underwriting Department — Eligibility
The Depository Trust Company
55 Water Street; 50th Floor
New York, NY 10041-0099

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request be made eligible for deposit by The Depository Trust Company ("DTC").

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

City of Leawood
(Issuer)

By: Peggy J. Dunn
(Authorized Officer's Signature)

(Typewrite Name & Title)

4800 Town Center Drive
(Street Address)

Leawood, Kansas 66211
(City) (State) (Zip)

913-339-6700
(Phone Number)

Received and Accepted:

THE DEPOSITORY TRUST COMPANY

By: [illegible]

SCHEDULE A

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds $200 million, one certificate will be issued with respect to each $200 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions; such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

[6. Redemption notices shall be sent to Cede & Co. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. will consent or vote with respect to Securities. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to the [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to the Issuer or the Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Leawood, Kansas (the "Issuer") in connection with the issuance of $9,300,000 General Obligation Improvement Bonds, Series 2001-A (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 1902 and Resolution No. 1624 adopted by the Governing Body of the Issuer on August 6, 2001 (collectively, the "Ordinance"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Audited Financial Statements" shall mean the City's general purpose financial statements for each fiscal year (currently ended December 31) maintained in accordance with generally accepted principles of fund accounting together with the auditor's report thereon.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Dissemination Agent" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Holders" shall mean either the registered owners of the Bonds, or, if the Bonds are registered in the name of Depository Trust Company or another recognized depository, any applicable participant in its depository system including Beneficial Owners.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Currently, the following are National Repositories:

Bloomberg Municipal Repositories
DPC Data Inc.
Standard and Poor's J.J. Kenny Repository
Interactive Data

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Agreement, there is no State Repository.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the Issuer's fiscal year (which currently would be December 31), commencing with the report for the 2001 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if not available by that date.

(b) If the Issuer is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer shall send a notice to each Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and (if the Dissemination Agent is other than the Issuer)

(ii) file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) Annual Audited Financial Statements

(b) Other Operating Data of the Issuer, updated for the fiscal year then ended, in substantially the scope and form contained in the Official Statement dated August __, 2001, relating to the Bonds set forth in the following tables:

1. FINANCIAL OVERVIEW - CITY OF LEAWOOD, KANSAS

2. DEBT STRUCTURE OF THE CITY

3. FINANCIAL INFORMATION - Assessed Valuation

4. FINANCIAL INFORMATION - Estimated Actual Valuation

5. FINANCIAL INFORMATION - Tax Levies

6. FINANCIAL INFORMATION - Tax Collections

7. FINANCIAL INFORMATION - Major Taxpayers

8. FINANCIAL INFORMATION - Sales and Use Tax

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies.

2. non-payment related defaults.

3. modifications to rights of Bondholders.

4. Bond calls.

5. defeasances.

6. rating changes.

7. adverse tax opinions or events adversely affecting the tax-exempt status of the Bonds.

8. unscheduled draws on any Reserve Fund reflecting financial difficulties.

9. unscheduled draws on any Letter of Credit/Bond Insurance Policy, etc. reflecting financial difficulties.

10. substitution of the provider of any Letter of Credit/Bond Insurance Policy, or any failure by any Credit Bank/Insurer to perform on the Letter of Credit/ Bond Insurance Policy.

11. release, substitution or sale of property securing repayment of the Bonds.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would be material.

(c) If the Issuer determines that knowledge of the occurrence of a Listed Event would be material, the Issuer shall promptly file a notice of such occurrence with each National Repository or the Municipal Securities Rulemaking Board and each State Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Ordinance.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Holder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or wilful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of any Dissemination Agent and payment of the Bonds

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: August __, 2001

ISSUER

City of Leawood, Kansas

By: _____

Acceptance of Dissemination Agent

The undersigned, for and on behalf of _____, _____, _____, hereby accepts the duties and responsibilities of Dissemination Agent as set forth in the above and foregoing Continuing Disclosure Certificate.

Date: _____, ____ _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Leawood, Kansas
Name of Bond Issue:	General Obligation Improvement Bonds, Series 2001-A dated August 15, 2001
Date of Issuance:	August 30, 2001

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 1302 of Resolution No. ____ adopted August 6, 2001 by the Governing Body of the Issuer. The Issuer anticipates that the Annual Report will be filed by _____.

Date: _____

ISSUER

City of Leawood, Kansas

By: _____

EXHIBIT D

NOTICE OF REDEMPTION
TO THE HOLDERS OF
CITY OF LEAWOOD, KANSAS
TEMPORARY NOTES
PROJECT 151 (FIRE STATION NO. 3)
DATED APRIL 1, 2001

Notice is hereby given to the holders of City of Leawood, Kansas (the "City") Temporary Notes, Project 151 (Fire Station No. 3) dated April 1, 2001, in the aggregate principal amount of $300,000 (the "Notes"), that in accordance with the provisions of Resolution No. 1596 (the "Resolution") and the terms of said Notes, the City hereby exercises its right to redeem and pay said Notes in whole prior to the stated maturity thereof.

Redemption and payment of said Notes will be made upon presentation and surrender thereof at the Office of the City Treasurer on the 30th day of August, 2001, in accordance with the terms of said Resolution and said Notes.

CITY OF LEAWOOD, KANSAS

Dated: August __, 2001

By:_____
City Clerk

RESOLUTION NO. 1625

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 111 (I-LAN PARK), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT TO EXISTING CITY PARKS IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-1302, et seq., as amended, and Ordinance No. 1742, the Governing Body of the City of Leawood, Kansas (the "City") called an election in the City for the purpose of submitting the following questions;:

> "Shall the City of Leawood issue its general obligation bonds pursuant to K.S.A. 12-1302 in an amount not to exceed $12,500,000 for the purpose of paying for the costs of improvements to existing City parks"; and

WHEREAS, at said election more than a majority of the qualified electors in the City voted in favor of the proposition, the vote having been certified to have been and being hereby declared to be 7957 votes in favor of said proposition and 2600 votes against said proposition;

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 111 (I-LAN PARK), dated December 1, 2000, in the principal amount of $100,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1903 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 111 (I-LAN PARK), in the aggregate principal amount of One Hundred Thousand Dollars ($100,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of a single bearer note numbered 1 in the denomination of $100,000. Said Note shall be dated August 15, 2001, shall mature by its stated terms and become due and payable on May 15, 2002. The Note shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.80% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Note shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Note shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Note.

The City reserves the right to redeem and pay said Note, in whole at any time on or after November 15, 2001, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem the Note as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Note and to any known holder of the Note or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption

having been given as aforesaid, interest shall cease to accrue on said Note from and after the redemption date.

Section 3. Security for the Note. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Note.

The Governing Body of the City shall make provision for the payment of said Note by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Note shall not be so paid, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Note as the same become due and payable.

Section 4. Form of Note. The Note shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Note herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Note shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.69% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Note shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Note. The owner or owners of the Note at the time outstanding shall have the right for the equal benefit and protection of all owners of Note similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Note.

The covenants and agreements of the City herein, in the Note Ordinance and in the Note contained, shall be for the equal benefit, protection, and security of the owners of the Note, which Note shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Note, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Note.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

I:\3111TN.DOC

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 111
(I-LAN PARK)

Form of Note

CUSIP NO. _____

August 15, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 15th day of May, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of _____% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2001, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is a single note of an issue in the aggregate principal amount of $100,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvements to existing City parks in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-1301, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15th day of August, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the *State of Kansas.*

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

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

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of _____, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)*SS.*
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

Tim Shallenburger
Treasurer of the State of Kansas

By: _____
Assistant State Treasurer

RESOLUTION NO. 1626

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 156 (PUBLIC WORKS COMPLEX), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $600,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF ACQUISITION, CONSTRUCTION AND INSTALLATION OF A NEW PUBLIC WORKS BUILDING IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Resolution No. 1532, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> acquisition, construction and installation of a new public works building on certain real property owned by the City and located in the vicinity of 143rd Street and Overbrook Road within the City

(the "Project") at an estimated cost of $5,906,562; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 156 (Public Works Complex), dated December 1, 2001, in the principal amount of $100,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof and the City has incurred or expects to incur additional costs payable within the next six months in the amount of $500,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1903 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 156 (Public Works Complex), in the aggregate principal amount of Six Hundred Thousand Dollars ($600,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of a bearer notes numbered 1 through 6, inclusive, each in the denomination of $100,000. Said Notes shall be dated August 15, 2001, shall mature by its stated terms and become due and payable on May 15, 2002. The Notes shall bear interest from its dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.80% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (in denominations of $100,000) at any time on or after November 15, 2001, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such

redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Note. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Note. The Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.71% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $100,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance shall be deposited in a special fund established in the treasury of the City for the purpose of paying the costs and expenses of the Project.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of the Notes at the time

outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of the Notes, which Notes shall be of equal rank and without preference or priority of one Note over any other Notes in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer, City Clerk

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 156
(PUBLIC WORKS COMPLEX)

Form of Note

CUSIP NO. _____

August 15, 2001

$100,000

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 15th day of May, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of _____% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2001, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is the single note of an issue in the aggregate principal amount of $100,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of acquisition, construction and installation of a new public works building in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-1736, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15th day of August, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

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

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of _____, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)*SS.*
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

Tim Shallenburger
Treasurer of the State of Kansas

By: _____
Assistant State Treasurer

RESOLUTION NO. 1627

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 159 (119th Street and Mission Road Intersection), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF THE INTERSECTION OF 119TH STREET AND MISSION ROAD IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1505, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> improvement and reimprovement of sections of 119th Street and Mission Road in the vicinity of the intersection thereof within the City (the "Project") at an estimated cost of $5,029,204; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 159 (119th Street and Mission Road Intersection), dated December 1, 2001, in the principal amount of $200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1903 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary

Notes, Project 159 (119th Street and Mission Road Intersection), in the aggregate principal amount of Two Hundred Thousand Dollars ($200,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 and 2 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated August 15, 2001, shall mature by their stated terms and become due and payable on May 15, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.80% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after November 15, 2001, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.69% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

I:\3159TN.DOC

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 159
(119th Street and Mission Road Intersection)

Form of Note

CUSIP NO. _____

August 15, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 15th day of May, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of _____% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2001 , by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $200,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of sections of 119th Street in the vicinity of the intersection thereof with Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15th day of August, 2001.

(SEAL)

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk, City of Leawood, Kansas

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

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

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of _____, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)*SS.*
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

Tim Shallenburger
Treasurer of the State of Kansas

By: _____
Assistant State Treasurer

RESOLUTION NO. 1628

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 167 (151st Street - Nall Avenue to Mission Road), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $800,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF 151ST STREET BETWEEN NALL AVENUE AND MISSION ROAD IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1506, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> improvement and reimprovement of a certain section of 151st Street between Nall Avenue and Mission Road within the City

(the "Project") at an estimated cost of $733,000; and

WHEREAS, the governing body hereby finds and determines that the cost of the Project is now estimated to be $800,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 167 (151st Street - Nall Avenue to Mission Road), dated December 1, 2001, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next six months in the amount of $100,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1903 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 167 (151st Street - Nall Avenue to Mission Road), in the aggregate principal amount of Eight Hundred Thousand Dollars ($800,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 8 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated August 15, 2001, shall mature by their stated terms and become due and payable on May 15, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.80% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after November 15, 2001, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such

redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.76% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $700,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund established in the treasury of the City for the purpose of paying costs and expenses of the Project.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the

time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

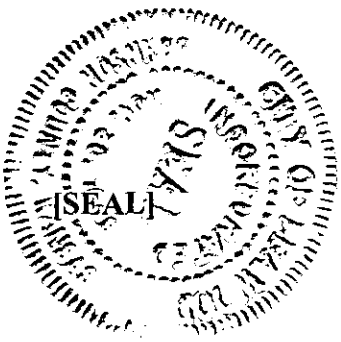
The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.



Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

I:\3167TN.DOC

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 167
(151st Street - Nall Avenue to Mission Road)

Form of Note

CUSIP NO. _____

August 15, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 15th day of May, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of _____% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2001, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $800,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of a certain section of 151st Street between Nall Avenue and Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15th day of August, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

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

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of _____, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)*SS.*
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

Tim Shallenburger
Treasurer of the State of Kansas

By: _____
Assistant State Treasurer

RESOLUTION NO. 1629

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 174 (135TH STREET AND ROE AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,000,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF IMPROVEMENTS TO ROE AVENUE AT THE INTERSECTION THEREOF WITH 135TH STREET SOUTH TO 137TH STREET IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1553, as amended by Resolution No. 1614, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> Construction of a right-turn lane on 135th Street from approximately 1320 feet West of Roe Avenue to Roe Avenue, constructed to standards as defined by the city of Leawood, Kansas; the construction of Roe avenue from 135th Street south to 137th Street on the West side, including curb and gutter, pavement, storm drainage, sidewalks and street lights as required pursuant to the final plans as approved by the City of Leawood; the construction of sidewalks along 135th Street and Roe Avenue; the construction of plaza and landscaped areas near the intersections of 137th Street and Roe Avenue and 135th Street and Roe Avenue; and all utility relocations as may be required for the construction of the above-described improvements.

(the "Project") at an estimated cost of $1,350,098; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next six months in the amount of $1,000,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1903 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to pay the costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 174 (135th Street and Roe Avenue), in the aggregate principal amount of One Million Dollars ($1,000,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 10 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated August 15, 2001, shall mature by their stated terms and become due and payable on May 15, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.80% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after November 15, 2001, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known

holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security of the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not payable first from special assessments, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund established in the treasury of the City created for the purpose of paying the costs and expenses of the Project.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other

documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer, City Clerk

I:\3174TN.DOC

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 174
(135TH STREET AND ROE AVENUE)

Form of Note

CUSIP NO. _____

August 15, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 15th day of May, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of _____% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2001, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $1,000,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvements to Roe Avenue at the intersection thereof with 135th Street south to 137th Street in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15th day of August, 2001.

(SEAL)

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

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

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of _____, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)*SS.*
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

Tim Shallenburger
Treasurer of the State of Kansas

By: _____
Assistant State Treasurer

RESOLUTION NO. 1630

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 178 (133rd Street - State Line Road to Mission Road), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,000,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133RD STREET FROM STATE LINE ROAD TO MISSION ROAD IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1525, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> Construction of 133rd Street from the intersection of said street with State Line Road to the intersection of said street with Mission Road

(the "Project") at an estimated cost of $2,350,000; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur additional costs payable within the next six months in the amount of $1,000,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1903 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to pay the costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 178 (133rd Street - State Line Road to Mission Road), in the aggregate principal amount of One Million Dollars ($1,000,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 10 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated August 15, 2001, shall mature by their stated terms and become due and payable on May 15, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.80% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after November 15, 2001, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security of the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent

financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not payable first from special assessments, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund established in the treasury of the City created for the purpose of paying the costs and expenses of the Project.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

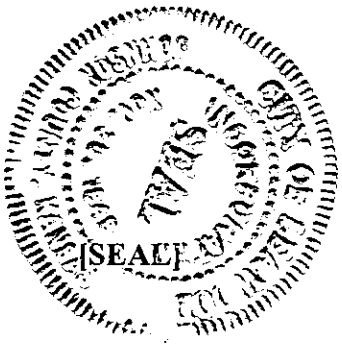
The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 6th day of August, 2001.

APPROVED by the Mayor this 6th day of August, 2001.



Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

I:\3178TN.DOC

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 178
(133rd Street - State Line Road to Mission Road)

Form of Note

CUSIP NO. _____

August 15, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 15th day of May, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of _____% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2001, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $_____ issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of 133rd Street from State Line Road to Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 6a01, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15th day of August, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

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

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of _____, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)*SS.*
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

Tim Shallenburger
Treasurer of the State of Kansas

By: _____
Assistant State Treasurer

RESOLUTION NO. 1631

The Leawood Governing Body has considered the request for approval of a rezoning from AG to REC, preliminary site plan and final site plan for the City of Leawood South Park, located at approximately 146th and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, the City of Leawood, ['Applicant'] submitted a request for a rezoning from AG to REC, preliminary site plan and final site plan for real property located at approximately 146th and Mission Road; and

WHEREAS, the City of Leawood appeared before the Planning Commission on July 24, 2001, and presented such requests for approval; and

WHEREAS, REC zoning is in compliance with the Open Space Public identified on the 1993 and 2001 Comprehensive Plan; and

WHEREAS, the site plan includes an entrance off Mission Road at the north side of the property, open fields for sports activities, an amphitheater, cabins for overnight stays, a lake, alpine towers and other assorted activities; and

WHEREAS, the Planning Commission reviewed the application and made one recommendation, that the Governing Body strongly consider the addition of a gate at the Mission Road entrance into the park for safety purposes, with no formal stipulations.

WHEREAS, no protest petition has been filed; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, August 20, 2001; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan, final site plan and rezoning from AG, Agriculture, to REC, Planned Recreation.

Adopted by the Governing Body this 20th day of August, 2001.

Signed by the Mayor this 20th day of August, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

RESOLUTION NO. 1632

The Leawood Governing Body has considered the request for approval of preliminary site plan and final site plan for the City of Leawood I-Lan Park, located at approximately 126th and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, the City of Leawood, ['Applicant'] submitted a request for a preliminary site plan and final site plan for real property located at approximately 126th and Nall Avenue; and

WHEREAS, the City of Leawood appeared before the Planning Commission on July 24, 2001, and presented such requests for approval; and

WHEREAS, the property is already zoned REC, Planned Recreation and this plan meets all requirements of the Leawood Development Ordinance; and

WHEREAS, the plan includes a walking trail, playground equipment, shelters, a Taiwanese style garden, lighting and a parking lot; and

WHEREAS, the Planning Commission reviewed the application and recommended the no stipulation of approval; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, August 20, 2001; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and final site plan.

Adopted by the Governing Body this 20th day of August, 2001.

Signed by the Mayor this 20th day of August, 2001.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

RESOLUTION NO. 1633

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Plaza Point Lot 3, located at approximately 135th and Roe Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Plaza Point Lot 3, ['Applicant'] submitted a request for a preliminary site plan, for real property located at approximately 135th and Roe Avenue; and

WHEREAS, Plaza Point Lot 3 has appeared before the Planning Commission on July 24, 2001, and presented such requests for approval; and

WHEREAS, the original plan indicated a 17,800 square foot two story building on 1.06 acres; and

WHEREAS, the current site plan consists of a 10,155 square foot single story building on 1.06 acres; and

WHEREAS, this proposal results in fewer employees and less trips for the overall development; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The building is limited to 10,155 square feet on 1.06 acres.
2. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot ($.10 x 10,155 = $1,015.50) of finished floor area prior to the issuance of a building permit.
3. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 10,155 = $1,015.50) prior to issuance of a building permit.
4. The applicant is responsible for the K-150 impact fee in the amount $0.40/ square foot of finished floor area ($0.40 x 10,155 = $4,062.00) prior to the issuance of a building permit.
5. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
6. All power lines, utility lines, etc. are required to be underground and must be done at the time of widening 135th Street and Roe, and prior to final occupancy of any building within the project.
7. A revised landscape plan identifying the Plaza Pointe landscaping as well as the revised landscaping for this project shall be provided at final. Additional landscaping must be provided throughout the development.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this

subsection, the phrase "screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.

10. The applicant must meet all requirements of the 135th Street Corridor Design Guidelines.
11. The list of items to be completed by the developer must be completed prior to final occupancy.
12. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
13. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through thirteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, August 20, 2001; and

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

SECTION ONE: The Governing Body hereby approve the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 20th day of August, 2001.

Signed by the Mayor this 20th day of August, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

July 17, 2001

To: Diane Binckley, Planning & Development Director

From: Dana Bowles, P.E., Civil Engineer, Public Works Department, DRB

Re: Final Plan
Lot 3 - Plaza Point, Case No. 39-01

The Public Works Department has reviewed the preliminary site plan for the referenced project and would like to make the following comments made part of the approval process.

- Provide spot elevations along the top of curbs on the grading plan to clarify how the curbs are to be constructed and how storm water will be intercepted.
- Clarify on the plans how the contractor is to construct a wall in place of the inlet at the existing curb inlet.
- Clarify the drainage area and how the runoff is going to drain to the existing curb inlet located in the southwest corner of Lot 3.
- Provide a drain or area inlet along west side of the Office Building per the original storm drainage system design.
- Indicate on the plans that under drains or downspouts from roof drainage shall tie into drainage structures.
- Plans shall indicate that erosion control will be provided around all inlets. Also need to provide a detail for the proposed inlet protection.
- Add a general note that all erosion control shall conform to the requirements of the City of Leawood *Stormwater Management Ordinance* and "*Protecting Water Quality*".

If you have any questions regarding this matter, please feel free to contact me at extension 138.

cc: Joe Johnson, P.E., Director of Public Works
Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

RESOLUTION NO. 1634

A RESOLUTION ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR 2002 FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

WHEREAS, the City of Leawood must continue to provide services to protect the health, safety, and welfare of the citizens of this community; and

WHEREAS, the cost of providing essential services to the citizens of this city continues to increase; and

WHEREAS, the Kansas Legislature has cut growth in demand transfers to local governments below what is required by state statute; and

WHEREAS, the 2001 Kansas Legislature reduced demand transfer payments to local governments to 2000 levels.

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

SECTION ONE: In accordance with K.S.A. § 75-4317, the City of Leawood held a public hearing and has prepared the proposed budget necessary to fund city services from January 1, 2002, until December 31, 2002.

SECTION TWO: After careful public deliberations, the Governing Body has determined that in order to maintain the public services that are essential for the citizens of this city, it will be necessary to budget property tax revenues in an amount exceeding the ad valorem taxes in the 2001 budget; although the mill levy will remain the same in 2002 as it is in 2001.

SECTION THREE: This resolution shall take effect upon adoption and following publication once in the official city newspaper.

APPROVED by the Governing Body this 4th day of September, 2001.

SIGNED by the Mayor this 4th day of September, 2001.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

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(23947) NO. 3

First Published in the Johnson County Sun, Friday, September 7, 2001.

RESOLUTION NO. 1634

A RESOLUTION ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR 2002 FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

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WHEREAS, the Kansas Legislature has cut growth in demand transfers to local governments below what is required by state statute; and

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

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SECTION TWO: After careful public deliberations, the governing Body has determined that in order to maintain the public services that are essential for the citizens of this city, it will be necessary to budget property tax revenues in an amount exceeding the ad valorem taxes in the 2001 budget; although the mill levy will remain the same in 2002 as it is in 2001.

SECTION THREE: This resolution shall take effect upon adoption and following publication once in the official city newspaper.

APPROVED by the Governing Body this 4th day of September, 2001.

SIGNED by the Mayor this 4th day of September, 2001.

[SEAL]
/s/ Peggy Dunn
Peggy Dunn, Mayor
ATTEST:
/s/ Martha Heizer
Martha Heizer
City Clerk

(23947 1F-JC)

AFFIDAVIT OF PUBLICATION

ATE OF KANSAS, JOHNSON COUNTY,ss, Georgiann Thacker being first duly orn, deposes and says: that she is legal publication manager of THE JOHNSON UNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general paid circulation in JOHNSON COUNTY, Kansas, and that d newspaper is not a trade, religious or fraternal publication.

d newspaper is a semi-weekly published at least 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more n five years prior to the first publication of said notice; and has been admitted at post office of SHAWNEE MISSION, KANSAS in said County as a second class tter.

at the attached notice is a true copy thereof and was published in the regular and ire issue of said newspaper for One consecutive day (weeks)/days), first publication thereof being made as aforesaid on the 7th day September, 2001, with subsequent publication being made on the llowing dates:

_____, 2001 _____, 2001

_____, 2001 _____, 2001

Georgiann Thacker

ubscribed and sworn to before me this 7th, day September, 2001

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires January 25, 2004

Printer's Fee 14.62

Additional Copies $ _____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

RESOLUTION NO. 1635

The Leawood Governing Body has considered the request for approval of a final plat, for Waterford 4th Plat, located at approximately 133rd and east of Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, the City of Leawood, ['Applicant'] submitted a request for a final plat, for real property located at approximately 133rd and Mission Road; and

WHEREAS, the City of Leawood appeared before the Planning Commission on August 28, 2001, and presented such requests for approval; and

WHEREAS, the property was dedicated to the City of Leawood as a part of the Market Square development; and

WHEREAS, the plat consists of 9 lots to be conveyed to the adjoining properties and one tract to remain as the public park property; and

WHEREAS, the Planning Commission reviewed the application and recommended the approval with no stipulations; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Tuesday, September 4, 2001; and

WHEREAS, after considering the Planning Commission's recommendation the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 4th day of September, 2001.

Signed by the Mayor this 4th day of September, 2001.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

RESOLUTION NO. 1636

The Leawood Governing Body has considered the request for approval of a revised final site plan and an amendment to the settlement agreement, for Market Square Development, located at the northeast corner of 135th and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, Supermarket Developers, Inc., ['Applicant'] submitted a request for a revised final site plan and amendment to the settlement agreement to allow a temporary sign, for real property located at the northeast corner of 135th and Mission Road; and

WHEREAS, the settlement agreement between Supermarket Developers, Inc. (SMD) and the City of Leawood dated the 26th day of April, 2000 stated in item 29, SMD agrees that no real estate signs or for lease signs will be permitted along Mission road, 133rd Street, 135th Street or Pawnee; and

WHEREAS, the Leawood Development Ordinance does permit one development sign, or for sale sign, or for lease sign; and

WHEREAS, all property owners within 500' of the Market Square Development and the park property were notified of a public hearing to take place before the Planning Commission on Tuesday, August 28, 2001; and

WHEREAS, a public hearing was held before the Planning Commission; and

WHEREAS, the Planning Commission reviewed the application and approved a revised final site plan and recommended the following stipulations of approval for an amendment to the settlement agreement:

1. The developer is allowed one development sign a maximum of 16 square feet along 135th Street or Mission Road.
2. The developer must receive approval from the Planning Commission regarding the design of the sign.
3. A sign permit is required prior to installation of the sign.
4. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through four.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Tuesday, September 4, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approve the applicant's request, and the Planning Commission's recommendation of approval for said revised final plan and amendment to

the settlement agreement with all other provisions of the settlement agreement and all other portions of previous approvals to remain the same.

Adopted by the Governing Body this 4th day of September, 2001.

Signed by the Mayor this 4th day of September, 2001.

[SEAL]

ATTEST:

Peggy Dunn, Mayor

Martha Heizer, City Clerk

RESOLUTION NO. 1637

A RESOLUTION RELATING TO BENEFITS OBTAINABLE BY CITIES UNDER PROGRAM FOR FEDERAL AID ON HIGHWAY CONSTRUCTION

Be it Resolved by the Governing Body of the City of Leawood, Kansas:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Leawood, Kansas, Agreement No. 195-01 between the City and Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain of the City such benefits as are obtainable under the program of the Federal Aid Plan of Highway Construction and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for the purpose of securing approval by the Federal Highway Administration of a Project for the improvement of 119th Street in the City and known as Project No. 46 N-0180-01(CMQ-N018(001)).

Passed by the (Council)(~~Commission~~) this 1st day of October, 2001

(Approved)(Signed) Peggy J. Dunn, Mayor

(SEAL)

ATTEST: Marlene Heiman
City Clerk

3339684

RESOLUTION NO. 1638

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 1525 FINDING AS TO THE ADVISABILITY OF AND AUTHORIZING THE IMPROVEMENT AND CONSTRUCTION OF 133rd STREET FROM STATE LINE ROAD TO MISSION ROAD (6755 FEET), PURSUANT TO THE PROVISIONS OF K.S.A. 12-6a01 ET SEQ.

Pursuant to findings of advisability made by the Governing Body of the City of Leawood, Kansas.

WHEREAS, a petition has been filed with the City Clerk of the City of Leawood, Kansas, by the owners of a majority of the area sought to be included in the Improvement District described in said petition, proposing the construction of 133rd Street, within the City of Leawood, Kansas, from Mission Road to State Line Road; and

WHEREAS, such owners have filed an amended petition updating and clarifying certain sections of such petition and giving effect to the replatting of certain property constituting a part of the Improvement District.

NOW THEREFORE, Be It Resolved by the Governing Body of the City of Leawood, Kansas, that the Resolution No. 1525 should be amended in accordance with the terms of the amended petition and, thus, the following findings as to the advisability of constructing said 133rd Street from Mission Road to State Line Road within the City of Leawood, Kansas, as more specifically described hereinafter, are hereby made and said Resolution No. 1525 is restated and amended, to-wit:

SECTION ONE: Section One of Resolution No. 1525 is hereby amended to add reference to landscaping, said Section One as so amended being restated as follows:

That it is necessary and in the public interest to make an improvement consisting of the following:

The construction of 133rd Street in the City of Leawood, Kansas from Mission Road to State Line Road as follows:

Construction of 133rd Street, also known as the 135th Street Corridor North Reverse Frontage Road, from the intersection of said street with Mission Road to the intersection of said street with State Line Road, a distance of approximately 6,755 feet. The foregoing distance is exclusive of existing right-of-way on Mission Road, and State Line Road, as well as the portion of 133rd Street that has been constructed to date. The street will be constructed as a two-lane collector street in accordance with standards established and approved by the City of Leawood. The entire project, from Mission Road to State Line will generally consist of construction of a two lane undivided roadway constructed with concrete curb and gutter, asphalt pavement, storm drainage, pedestrian walkways or bikeways, street lighting, traffic signals, appropriate landscaping and such other

BOOK 7483 PAGE 621

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appurtenances as are required pursuant to the final plans approved by the City of Leawood. The general alignment of the street shall be depicted in the drawing attached hereto as Exhibit "A." The final alignment of the street to be constructed shall be according to final plans to be approved by the City after consulting with the petitioners and other property owners named in this Amended Petition. The street must be constructed from Mission Road to State Line but may be built in phases as determined by the Governing Body.

SECTION TWO: Section Two of Resolution No. 1525 is hereby amended to increase the estimated cost of the improvement, said Section Two being restated as follows:

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is Three Million Two Hundred Forty-Nine Thousand Dollars [$3,249,000].

SECTION THREE: Section Three of Resolution No. 1525 is hereby amended and restated to read as follows:

That the Governing Body hereby further finds and finally determines that the boundaries of the Improvement District against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as set forth on the attached Exhibit A.

SECTION FOUR: Section Four of Resolution No. 1525 is hereby amended and restated as follows:

The extent of the proposed Improvement District to be assessed is all property within the Improvement District, except as is hereinafter specifically excluded. The residential lots in Greenbrier Subdivision in the City of Leawood that are located on the north side of 133rd Street across from Tract 2 owned by Covenant Chapel Evangelical Presbyterian Church will not be assessed. The portion of the assessment that would otherwise be made to said residential tracts shall be determined and assessed to Tract 2 for the reason that the owners or developers of said residential lots have previously constructed and paid for a proportionate share of 133rd Street and said Covenant Chapel Evangelical Presbyterian Church has not heretofore paid or been assessed for the cost of construction of said 133rd Street heretofore completed. Said Covenant Chapel Evangelical Presbyterian Church has agreed to pay for full cost of construction of proposed 133rd Street as it abuts said church property and said residential lots so as to pay its proportionate share of the cost of construction of 133rd Street.

SECTION FIVE: Section Five of Resolution No. 1525 is hereby amended and restated as follows:

The method of assessment of the share of costs apportioned to the Improvement District shall be as follows:

BOOK 7483 PAGE 622

The proposed method of assessment is to assess all properties that are included within the district a fractional portion of the cost of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be assessed to an individual property shall be computed by dividing the lineal footage of the portion of the improvement abutting the property subject to assessment by the total lineal footage of the improvement as constructed. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the fractional portions to be assessed to individual tracts within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Craig & Carrie Luster [Tract 1]	180	.00
Jimmie & Charlene Wolf [Tract 2]	135	.00
Gerald & Janet Malone [Tract 3]	135	.00
McAnally, Marsha Trust [Tract 4]	101	.00
Boris & Kelly Peharada [Tract 5]	102	.00
Mark & Amy Lindsey [Tract 6]	229	.00
Greenbriar Homes Assn. [Tract 7]	0	.00
Leawood Plaza Development [Tract 8]	2,158	17.64
Covenant Chapel Evangelical Presbyterian Church [Tract 9]	869	7.10
Ranchmart, Inc., [Tract 10]	1,265	10.34
Ranchmart, Inc. [Tract 11]	200	1.65
Ranchmart, Inc. [Tract 12]	1,310	10.71
Regnier Family Limited Partnership II [Tract 13]	1,325	10.83
Ranchmart, Inc. [Tract 14]	2,651	21.67
Supermarket Developers, Inc. [Tract 15]	976	7.98

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Supermarket Developers, Inc. [B] [Tract 16]	200	1.63
Supermarket Developers, Inc. [A] [Tract 17]	1,281	10.47
TOTAL	13,117	100
TOTAL EXCLUDING EXEMPT PROPERTIES	12,235	

SECTION SIX: Section Six of Resolution No. 1525 is hereby ratified and confirmed as follows:

The cost of the improvements shall be apportioned one hundred percent (100%) to the petitioners and zero percent (0%) to the City of Leawood.

SECTION SEVEN: Section Seven of Resolution No. 1525 is hereby ratified and confirmed as follows:

The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq.

SECTION EIGHT: Section Eight of Resolution No. 1525 is hereby ratified and confirmed as follows:

Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION NINE: This resolution shall take effect after its passage and publication once in the official city newspaper.

SECTION TEN: The City Clerk is directed to file a copy of this Resolution with the Register of Deeds of Johnson County, Kansas, within five days of the adoption of this resolution.

ADOPTED by the Governing Body this 1st day of October, 2001.

SIGNED by the Mayor this 1st day of October, 2001.

[SEAL]

Peggy Dunn, Mayor

BOOK 7483 PAGE 624

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ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

STATE OF KANSAS } SS
COUNTY OF JOHNSON }
FILED FOR RECORD

$18.00

2001 DEC 12 A 7:01 50

REBECCA L. DAVIS
REGISTER OF DEEDS

BOOK 7483 PAGE 625

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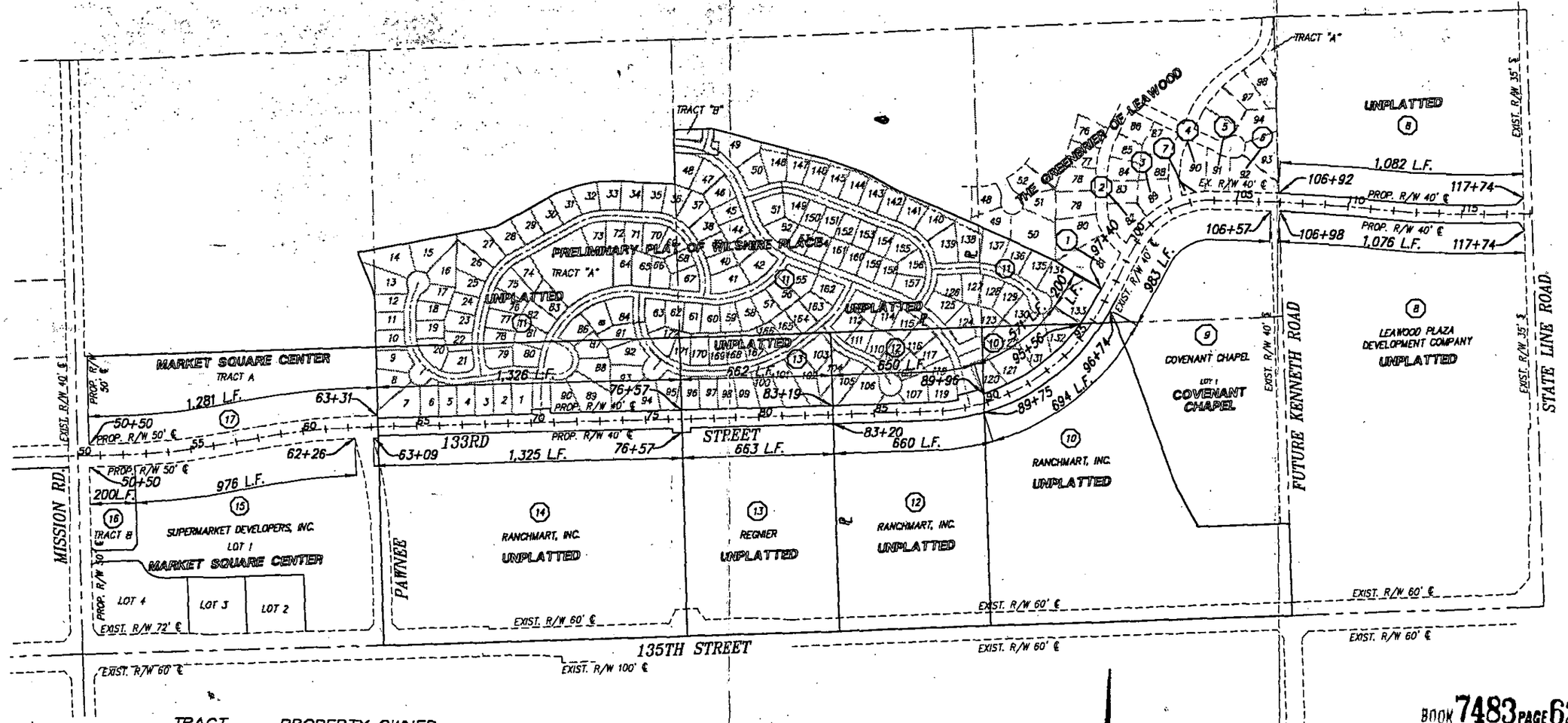
EXHIBIT "A"



TRACT	PROPERTY OWNER
1	CRAIG & CARRIE LUSTER
2	JIMMIE & CHARLENE WOLF
3	GERALD & JANET MALONE
4	McANALLY, MARSHA TRUST
5	BORIS & KELLY PEHARADA
6	MARK & AMY LINDSEY
7	GREENBRIER HOMES ASSOCIATION
8	LEAWOOD PLAZA DEVELOPMENT
9	COVENANT CHAPEL EVANGELICAL
10	RANCH MART, INC.
11	RANCH MART, INC.
12	RANCH MART, INC.
13	REGNIER FAMILY LIMITED PARTNERSHIP II
14	RANCH MART, INC.
15	SUPER MARKET DEVELOPERS, INC.
16	SUPER MARKET DEVELOPERS, INC.—TRACT A
17	SUPER MARKET DEVELOPERS, INC.—TRACT B

BOOK 7483 PAGE 626

SCALE: 1" = 500'

500 0 500

BOOK 7483 PAGE 627

NO.	DATE	REVISIONS	BY	APP'D
4				
3				
2				
1	06-13-01	PER CITY COMMENTS	KLJ	GCJ

DESIGNED: KLJ DATE: 05-30-01 DRAWN: FJS CHECKED: GCJ

IMPROVEMENT DISTRICT MAP FOR 133RD STREET MISSION RD. TO STATE LINE RD. I. D. NO. 178 CITY OF LEAWOOD, JO. CO., KS.

SHAFER, KLINE & WARREN, P.A.
CIVIL ENGINEERS – LAND SURVEYORS
TRAFFIC & TRANSPORTATION ENGINEERING
LAND PLANNING – LANDSCAPE ARCHITECTURE
11100 W. 91st STREET, OVERLAND PARK, KANSAS 66214
OFFICE: 913-888-7800 FAX: 913-888-7868

13427BD2.DWG

The Legal Record
213 E. Santa Fe, Suite 2
Olathe, KS 66061
(913) 780-5790

RES1638

Publication Fees: $101.73

CITY OF LEAWOOD
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Penny Knight, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:

RESOLUTION NO. 1638--10/09/01

Penny Knight
Legal Notices Administrator

Subscribed and sworn to before me on this date:

OCTOBER 10, 2001

Debra Valenti
Notary Public

DEBRA VALENTI
Notary Public - State of Kansas

My appointment expires: August 21, 2003.

$101.73

RESOLUTION NO. 1638

First published in The Legal Record, Tuesday, October 9, 2001.

RESOLUTION NO. 1638

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 1525 FINDING AS TO THE ADVISABILITY OF AND AUTHORIZING THE IMPROVEMENT AND CONSTRUCTION OF 133rd STREET FROM STATE LINE ROAD TO MISSION ROAD (6755 FEET), PURSUANT TO THE PROVISIONS OF K.S.A. 12-6a01 ET SEQ.

Pursuant to findings of advisability made by the Governing Body of the City of Leawood, Kansas.

WHEREAS, a petition has been filed with the City Clerk of the City of Leawood, Kansas, by the owners of a majority of the area sought to be included in the Improvement District described in said petition, proposing the construction of 133rd Street, within the City of Leawood, Kansas, from Mission Road to State Line Road; and

WHEREAS, such owners have filed an amended petition updating and clarifying certain sections of such petition and giving effect to the replatting of certain property constituting a part of the Improvement District.

NOW THEREFORE, Be It Resolved by the Governing Body of the City of Leawood, Kansas, that the Resolution No. 1525 should be amended in accordance with the terms of the amended petition and, thus, the following findings as to the advisability of constructing said 133rd Street from Mission Road to State Line Road within the City of Leawood, Kansas, as more specifically described hereinafter, are hereby made and said Resolution No. 1525 is restated and amended, to-wit:

SECTION ONE: Section One of Resolution No. 1525 is hereby amended to add reference to landscaping, said Section One as so amended being restated as follows:

That it is necessary and in the public interest to make an improvement consisting of the following:

The construction of 133rd Street in the City of Leawood, Kansas from Mission Road to State Line Road as follows:

Construction of 133rd Street, also known as the 135th Street Corridor North Reverse Frontage Road, from the intersection of said street with Mission Road to the intersection of said street with State Line Road, a distance of approximately 6,755 feet. The foregoing distance is exclusive of existing right-of-way on Mission Road, and State Line Road, as well as the portion of 133rd Street that has been constructed to date. The street will be constructed as a two-lane collector street in accordance with standards established and approved by the City of Leawood. The entire project, from Mission Road to State Line will generally consist of construction of a two lane undivided roadway constructed with concrete curb and gutter, asphalt pavement, storm drainage, pedestrian walkways or bikeways, street lighting, traffic signals, appropriate landscaping and such other appurtenances as are required pursuant to the final plans approved by the City of Leawood. The general alignment of the street shall be depicted in the drawing attached hereto as Exhibit "A." The final alignment of the street to be constructed shall be according to final plans to be approved by the City after consulting with the petitioners and other property owners named in this Amended Petition. The street must be constructed from Mission Road to State Line but may be built in phases as determined by the Governing Body.

SECTION TWO: Section Two of Resolution No. 1525 is hereby amended to increase the estimated cost of the improvement, said Section Two being restated as follows:

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is Three Million Two Hundred Forty-Nine Thousand Dollars [$3,249,000].

SECTION THREE: Section Three of Resolution No. 1525 is hereby amended and restated to read as follows:

That the Governing Body hereby further finds and finally determines that the boundaries of the Improvement District against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as set forth on the attached Exhibit A.

SECTION FOUR: Section Four of Resolution No. 1525 is hereby amended and restated as follows:

The extent of the proposed Improvement District to be assessed is all property within the Improvement District, except as is hereinafter specifically excluded. The residential lots in Greenbrier Subdivision in the City of Leawood that are located on the north side of 133rd Street across from Tract 2 owned by Covenant Chapel Evangelical Presbyterian Church will not be assessed. The portion of the assessment that would otherwise be made to said residential tracts shall be determined and assessed to Tract 2 for the reason that the owners or developers of said residential lots have previously constructed and paid for a proportionate share of 133rd Street and said Covenant Chapel Evangelical Presbyterian Church has not heretofore paid or been assessed for the cost of construction of said 133rd Street heretofore completed. Said Covenant Chapel Evangelical Presbyterian Church has agreed to pay for full cost of construction of proposed 133rd Street as it abuts said church property and said residential lots so as to pay its proportionate share of the cost of construction of 133rd Street.

SECTION FIVE: Section Five of Resolution No. 1525 is hereby amended and restated as follows:

The method of assessment of the share of costs apportioned to the Improvement District shall be as follows:

The proposed method of assessment is to assess all properties that are included within the district a fractional portion of the cost of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be assessed to an individual property shall be computed by dividing the lineal footage of the portion of the improvement abutting the property subject to assessment by the total lineal footage of the improvement as constructed. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the fractional portions to be assessed to individual tracts within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Craig & Carrie Luster (Tract 1)	180	.00
Jimmie & Charlene Wolf (Tract 2)	135	.00
Gerald & Janet Malone (Tract 3)	135	.00
McAnally, Marsha Trust (Tract 4)	101	.00
Boris & Kelly Peharada (Tract 5)	102	.00
Mark & Amy Lindsey (Tract 6)	229	.00
Greenbriar Homes Assn. (Tract 7)	0	.00
Leawood Plaza Development (Tract 8)	2,158	17.64
Covenant Chapel Evangelical Presbyterian Church (Tract 9)	869	7.10
Ranchmart, Inc., (Tract 10)	1,266	10.34
Ranchmart, Inc. (Tract 11)	200	1.63
Ranchmart, Inc. (Tract 12)	1,310	10.71
Regnier Family Limited Partnership II (Tract 13)	1,325	10.83
Ranchmart, Inc. (Tract 14)	2,661	21.67
Supermarket Developers, Inc. (Tract 15)	976	7.98
Supermarket Developers, Inc. (B) (Tract 16)	200	1.63
Supermarket Developers, Inc. (A) (Tract 17)	1,281	10.47
TOTAL	12,117	100
TOTAL EXCLUDING EXEMPT PROPERTIES	12,235	

SECTION SIX: Section Six of Resolution No. 1525 is hereby ratified and confirmed as follows:

The cost of the improvements shall be apportioned one hundred percent (100%) to the petitioners and zero percent (0%) to the City of Leawood.

SECTION SEVEN: Section Seven of Resolution No. 1525 is hereby ratified and confirmed as follows:

The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq.

SECTION EIGHT: Section Eight of Resolution No. 1525 is hereby ratified and confirmed as follows:

Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION NINE: This resolution shall take effect after its passage and publication once in the official city newspaper.

SECTION TEN: The City Clerk is directed to file a copy of this Resolution with the Register of Deeds of Johnson County, Kansas, within five days of the adoption of this resolution.

ADOPTED by the Governing Body this 1st day of October, 2001.

SIGNED by the Mayor this 1st day of October, 2001.

Peggy Dunn, Mayor

[SEAL]

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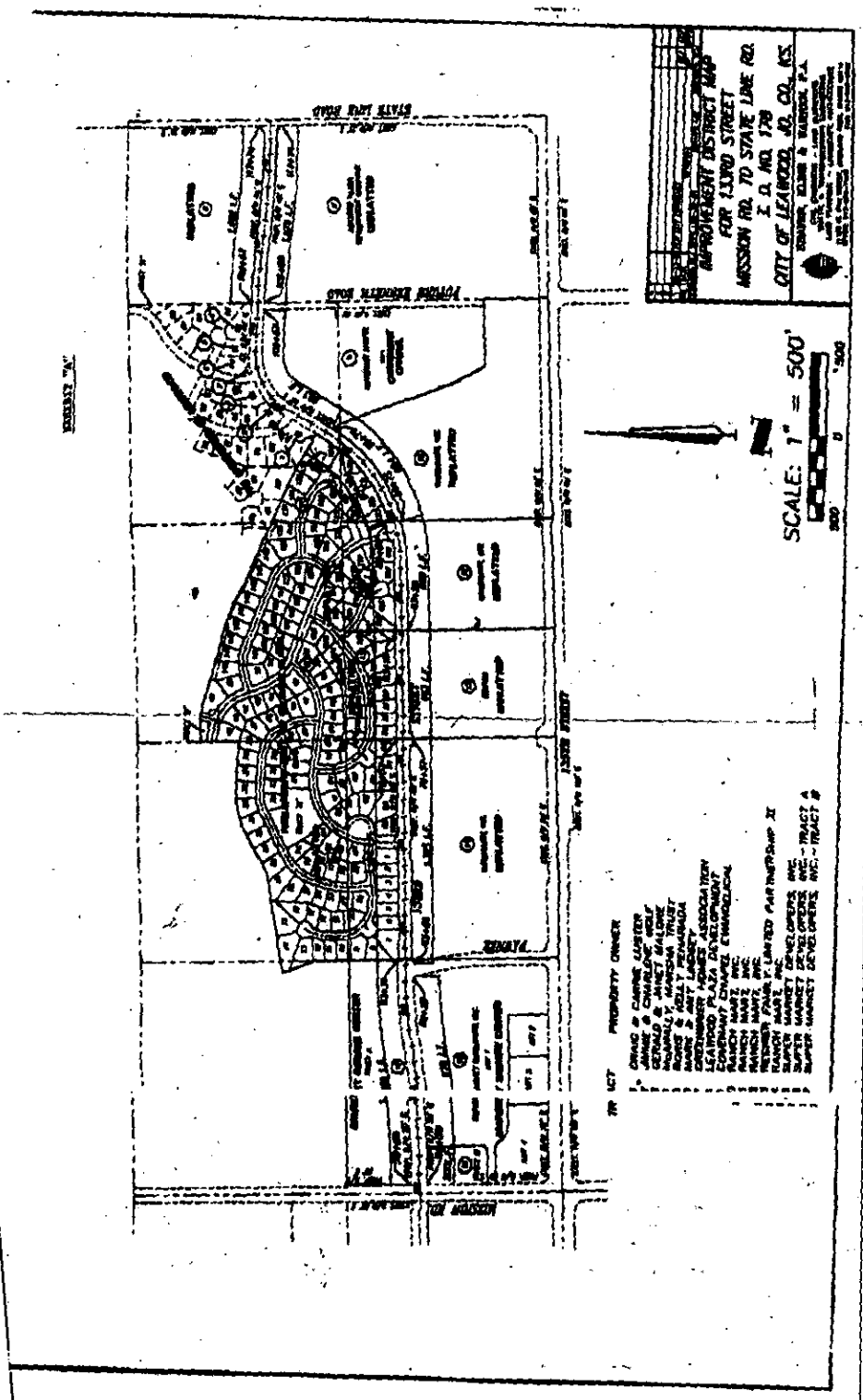
ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney



BACK ISSUES ARE AVAILABLE

Call us at 913-780-5790 to order

RESOLUTION NO. 1639

First published in The Legal Record, Tuesday, October 9, 2001.

RESOLUTION NO. 1639

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 1524 FINDING AS TO THE ADVISABILITY OF AND AUTHORIZING THE IMPROVEMENT AND CONSTRUCTION OF 133rd STREET FROM MISSION ROAD TO ROE AVENUE (2622 FEET), PURSUANT TO THE PROVISIONS OF K.S.A. 12-6a01 ET SEQ.

Pursuant to findings of advisability made by the Governing Body of the City of Leawood, Kansas.

WHEREAS, a petition has been filed with the City Clerk of the City of Leawood, Kansas, by the owners of a majority of the area sought to be included in the Improvement District described in said petition, proposing the construction of 133rd Street, within the City of Leawood, Kansas, from Roe Avenue to Mission Road; and

WHEREAS, such owners have filed an amended petition updating and clarifying certain sections of such petition and giving effect to the replatting of certain property constituting a part of the Improvement District.

NOW THEREFORE, Be It Resolved by the Governing Body of the City of Leawood, Kansas, that the Resolution No. 1524 should be amended in accordance with the terms of the amended petition and, thus, the following findings as to the advisability of constructing said 133rd Street from Roe Avenue to Mission Road within the City of Leawood, Kansas, as more specifically described hereinafter, are hereby made and said Resolution No. 1524 is restated and amended, to-wit:

SECTION ONE: Section One of Resolution No. 1524 is hereby amended to add reference to landscaping, said Section One as so amended being restated as follows:

That it is necessary and in the public interest to make an improvement consisting of the following:

Construction of 133rd Street, also known as the 135th Street Corridor North Reverse Frontage Road, from the intersection of said street with Roe Avenue to the intersection of said street with Mission Road, a distance of approximately 2622 feet. The foregoing distance is exclusive existing right-of-way on Roe Avenue, and Mission Road. The street will be constructed as a two-lane collector street in accordance with standards established and approved by the City of Leawood. Said project will generally consist of construction of a two lane undivided roadway constructed with concrete curb and gutter, asphalt pavement, storm drainage, pedestrian walkways or bikeways, street lighting, landscaping and such other appurtenances as are required pursuant to the final plans approved by the City of Leawood. The general alignment of the street shall be depicted in the drawing attached hereto as Exhibit "A." The final alignment of the street to be constructed shall be according to final plans to be approved by the City after consulting with the petitioners and other property owners.

SECTION TWO: Section Two of Resolution No. 1524 is hereby amended to increase the estimated cost of the improvement, said Section Two being restated as follows:

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is One Million Two Hundred Twenty Nine Thousand Three Hundred Dollars, ($1,229,300).

SECTION THREE: Section Three of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following described property within the City of Leawood, Johnson County, Kansas:

Tract 1: Owner: Unified School Dist. #229
Description: BLUE VALLEY ELEMENTARY SCHOOL NO 10
TRACT A
LWC 508 4 A BOTA 90-17733-TX

Tract 2: Owner: Jane L Jameson et al.
Description: 28-13-25 E ½ SW 1/4 EX 40 AC & EX .16 AC & S ½ SE 1/4
EX E 40' EX 6.018 AC EX .276 AC & EX .102 AC 112.284
ACS M/L
LWC 509

SECTION FOUR: Section Four of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

The extent of the proposed Improvement District to be assessed is all property within the Improvement District as described above, except as is hereinafter specifically excluded.

SECTION FIVE: Section Five of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

The method of assessment of the share of costs apportioned to the improvement district shall be as follows:

The method of assessment is to assess all properties that are included within the district a fractional portion of the costs of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be

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The proposed method of assessment is to assess all properties that are included within the district a fractional portion of the cost of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be assessed to an individual property shall be computed by dividing the lineal footage of the portion of the improvement abutting the property subject to assessment by the total lineal footage of the improvement as constructed. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the fractional portions to be assessed to individual tracts within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Craig & Carrie Luster [Tract 1]	160	.00
Jimmie & Charlene Wolf [Tract 2]	135	.00
Gerald & Janet Malone [Tract 3]	135	.00
McAnally, Marsha Trust [Tract 4]	101	.00
Boris & Kelly Peharada [Tract 5]	102	.00
Mark & Amy Lindsey [Tract 6]	229	.00
Greenbriar Homes Assn. [Tract 7]	0	.00
Leawood Plaza Development [Tract 8]	2,158	17.64
Covenant Chapel Evangelical Presbyterian Church [Tract 9]	869	7.10
Ranchmart, Inc., [Tract 10]	1,266	10.34
Ranchmart, Inc. [Tract 11]	200	1.65
Ranchmart, Inc. [Tract 12]	1,310	10.71
Regnier Family Limited Partnership II [Tract 13]	1,325	10.83
Ranchmart, Inc. [Tract 14]	2,651	21.67
Supermarket Developers, Inc. [Tract 15]	978	7.98

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Supermarket - Developers, Inc. [B] [Tract 16]	200	1.63
Supermarket Developers, Inc. [A] [Tract 17]	1,281	10.47
TOTAL	13,117	100
TOTAL EXCLUDING EXEMPT PROPERTIES	12,238	

SECTION SIX: Section Six of Resolution No. 1525 is hereby ratified and confirmed as follows:

The cost of the improvements shall be apportioned one hundred percent (100%) to the petitioners and zero percent (0%) to the City of Leawood.

SECTION SEVEN: Section Seven of Resolution No. 1525 is hereby ratified and confirmed as follows:

The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq.

SECTION EIGHT: Section Eight of Resolution No. 1525 is hereby ratified and confirmed as follows:

Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

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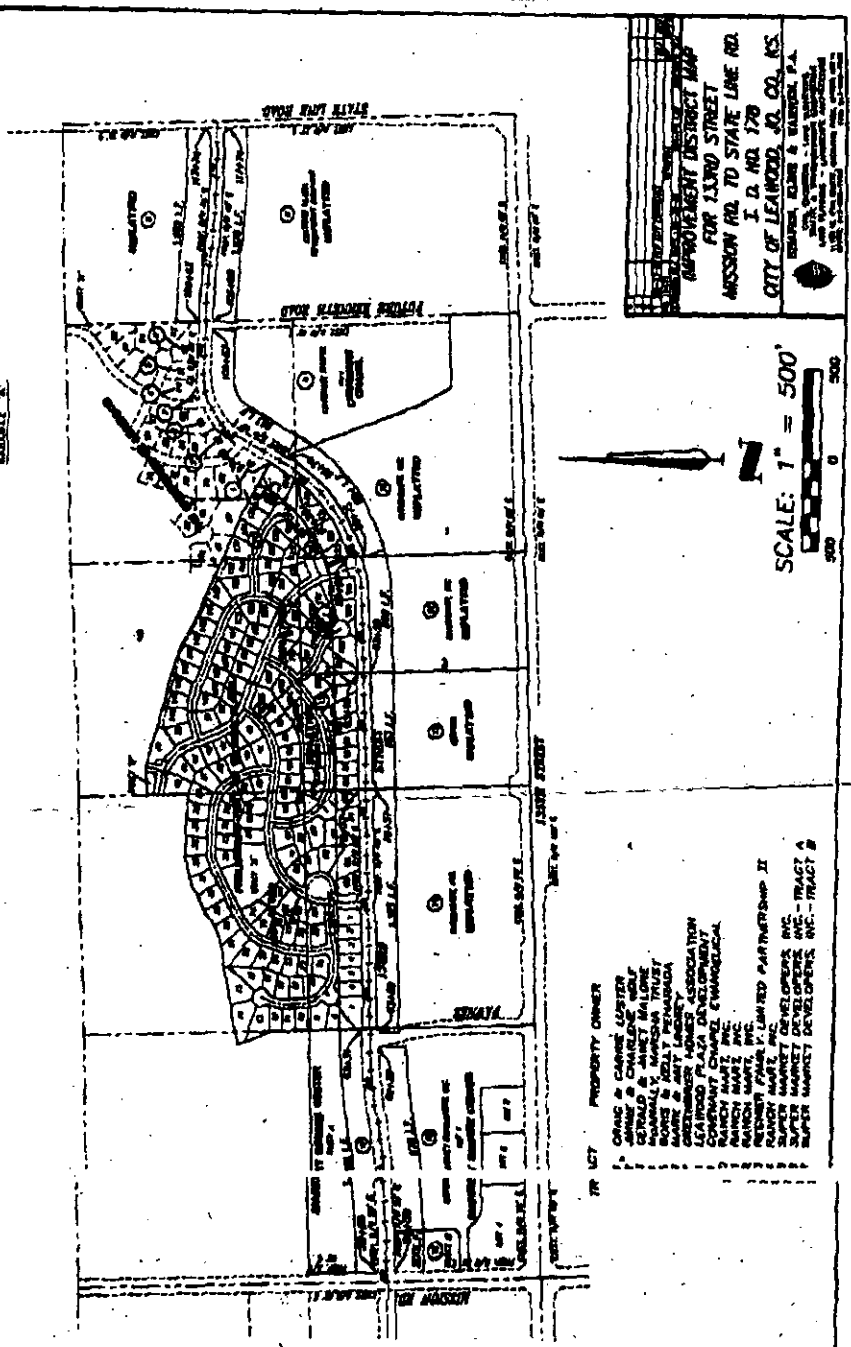
ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney



AMENDED PETITION FOR IMPROVEMENT PURSUANT TO K.S.A. § 12-6a01 et seq.

TO THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, as an amendment to the petition for benefit district approved by Resolution No. 1525:

A. **GENERAL NATURE OF PROPOSED IMPROVEMENT**

The undersigned, being owners of record of property liable for assessment for the following proposed improvement hereby propose that such improvement be made in the manner provided by Article 6a, Chapter 12 of the Kansas Statutes Annotated, as amended:

Construction of 133rd Street, also known as the 135th Street Corridor North Reverse Frontage Road, from the intersection of said street with Mission Road to the intersection of said street with State Line Road, a distance of approximately 6,755 feet. The foregoing distance is exclusive of existing right-of-way on Mission Road, and State Line Road, as well as the portion of 133rd Street that has been constructed to date. The street will be constructed as a two-lane collector street in accordance with standards established and approved by the City of Leawood. The entire project, from Mission Road to State Line will generally consist of construction of a two lane undivided roadway constructed with concrete curb and gutter, asphalt pavement, storm drainage, pedestrian walkways or bikeways, street lighting, traffic signals, appropriate landscaping and such other appurtenances as are required pursuant to the final plans approved by the City of Leawood. The general alignment of the street shall be depicted in the drawing attached hereto as Exhibit "A." The final alignment of the street to be constructed shall be according to final plans to be approved by the City after consulting with the petitioners and other property owners named in this Amended Petition. The street must be constructed from Mission Road to State Line but may be built in phases as determined by the Governing Body.

B. **ESTIMATED AND PROBABLE COST**

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is Three Million Two Hundred Forty-Nine Thousand Dollars [$3,249,000].

C. **BOUNDARIES OF PROPOSED IMPROVEMENT DISTRICT**

The proposed improvement district boundaries are indicated on the attached Exhibit "A" which exhibit is incorporated in this petition.

D. **EXTENT OF PROPOSED IMPROVEMENT DISTRICT TO BE ASSESSED**

The extent of the proposed Improvement District to be assessed is all property within the Improvement District as described in the attached Exhibit "A," subject to exclusions as noted below, due to previous payment to build existing roadway.

E. **PROPOSED METHOD OF ASSESSMENT**

The proposed method of assessment is to assess all properties that are included within the district, except those expressly excluded due to the building of the existing portion of the street, a fractional portion of the cost of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be assessed to an individual property shall be computed by dividing the lineal footage of the portion of the improvement constructed on the property to be assessed by the total lineal footage of the improvement as constructed, excluding the portion fronting along those properties expressly excluded from assessment. For purposes of this paragraph, the cost of the improvement shall not include the cost of right of way acquisition, if any. The cost of acquiring necessary right of way and easements shall be assessed only to those properties that have not voluntarily conveyed necessary right-of-way without cost to the City. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the lineal footage of the portion of the project to be constructed on each tract within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Craig & Carrie Luster [Tract 1]	180	.00
Jimmie & Charlene Wolf Tract 2]	135	.00
Gerald & Janet Malone [Tract 3]	135	.00
McAnally, Marsha Trust [Tract 4]	101	.00
Boris & Kelly Peharada [Tract 5]	102	.00
Mark & Amy Lindsey [Tract 6]	229	.00
Greenbriar Homes Assn. [Tract 7]	0	.00
Leawood Plaza Development [Tract 8]	2,158	17.64

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Covenant Chapel Evangelical Presbyterian Church [Tract 9]	869	7.10
Ranchmart, Inc., [Tract 10]	1,265	10.34
Ranchmart, Inc. [Tract 11]	200	1.65
Ranchmart, Inc. [Tract 12]	1,310	10.71
Regnier Family Limited Partnership II [Tract 13]	1,325	10.83
Ranchmart, Inc. [Tract 14]	2,651	21.67
Supermarket Developers, Inc. [Tract 15]	976	7.98
Supermarket Developers, Inc. [B] [Tract 16]	200	1.63
Supermarket Developers, Inc. [A] [Tract 17]	1,281	10.47
TOTAL	13,117	100
TOTAL EXCLUDING EXEMPT PROPERTIES	12,235	

F. **PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE**

The cost of the improvements shall be assessed one hundred percent [100%] to the petitioners as set forth above and zero percent [0%] to the City of Leawood. Additionally, pursuant to Agreement, Supermarket Developers, Inc., has agreed to pay that portion attributed to Tract 17, whether or not such portion has been conveyed.

G. **RIGHT-OF-WAY PROVISION**

The undersigned hereby agrees to provide all necessary permanent right-of-way and construction easements to the City at no cost. In the event that any property owner within the District does not voluntarily provide the right-of-way and easements necessary for construction of the improvement across their property, then the portion of the cost of acquiring right-of-way from said property owner shall be assessed to said non-providing property owner in addition to the assessment determined in the manner established by

paragraph "E. PROPOSED METHOD OF ASSESSMENT". It is the intent of this paragraph that all properties within the district should share proportionately in the cost of acquiring right-of-way and easements necessary for construction of the improvement and that, as to this proposed improvement district, it would not be equitable to assess any portion of the cost of acquiring right-of-way to those properties and owners that have voluntarily and without cost to the City conveyed right-of-way and easements necessary for the construction of the improvement.

H. **CREDIT FOR CONSTRUCTION AND AGREEMENTS WITH OWNERS**

Additionally, in the event that the City in administering the improvement district approves an agreement with an owner or owners of property within the district to construct a portion of the improvement according to plans and specifications acceptable to the City, such property owner shall be entitled to a credit against said owners assessment for work so performed. The credit against assessment awarded to any property owner for construction pursuant to this paragraph shall be based on the lineal portion of the project and related improvements that are constructed by such property owner upon their property within the District. Additionally, the City may contract with an owner or owners to construct any portion of the improvement. Any work done by any owner or contractor shall be done according to plans and specifications established by the City.

I. **REQUEST THAT IMPROVEMENT BE MADE WITHOUT NOTICE AND HEARING**

The undersigned further proposes that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(a), as amended.

No name may be withdrawn from this Petition after the Governing Body commences consideration of the Petition or no later than seven [7] days after this Petition has been filed with the City Clerk [K.S.A. 12-6a04].

Respectfully submitted,

LEAWOOD PLAZA DEVELOPMENT, OWNERS

Louise C. Averill, Jr

By: LEAWOOD PLAZA DEV. CO

[Signature]

2840 Verona Road

[Address]

Mission Hills, KS 66208

[City, State, Zip]

Property Owned Within Improvement District

Tract 8

DATE AND TIME OF SIGNING:

8/28/01 — Date

10:15 am — Time

CORPORATE ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 28 day of August, 2001, before me, the undersigned, a Notary Public in and for said County and State, came Louise C. Averill, who is known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28 day of August, 2001, before me, a Notary Public in and for said County and State, came LOUISE C. AVERILL to me personally known to be the same persons who executed the foregoing instrument and duly acknowledge the execution of the same.

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

NOTARY PUBLIC STATE OF KANSAS
JOE C. JOHNSON
My Appt. Exp. 12-11-2004

Notary Public

My commission expires 12-11-2004.

CORPORATE ACKNOWLEDGMENT ----------

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Peggy J. Dunn, Mayor; Martha Heizer, City Clerk; and Patricia A. Bennett, City Attorney; all of the CITY OF LEAWOOD, KANSAS a corporation duly organized, incorporated and existing under and by virtue of the laws of KANSAS; who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the free act and deed of said Corporation, CITY OF LEAWOOD, KANSAS.

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

_____ Notary Public

My commission expires _____.

COVENANT CHAPEL EVANGELICAL PRESBYTERIAN CHURCH

Property Owned Within Improvement District

By: _____
[Signature]

13300 Kenneth Road
[Address]

Leawood, KS 66209
[City, State, Zip]

Tract 9

DATE AND TIME OF SIGNING:

14 August 01 — Date

12:45pm — Time

CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS]
] ss.
COUNTY OF JOHNSON]

BE IT REMEMBERED, that on this 14 day of AUGUST, 2001, before me, the undersigned, a Notary Public in and for said County and State, came THOMAS C. RYAN, who is known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My Commission Expires: MARCH 31, 2002

Charles L. Guth
NOTARY PUBLIC
State of Kansas
My Appt. Expires 3-31-02

RANCHMART, INC., OWNER

Property Owned Within Improvement District

Tracts 10, 11, 12 & 14

By: _____
[Signature]

3705 W 95th
[Address]

SHAWNEE - MISSION KS 66206
[City, State, Zip]

DATE AND TIME OF SIGNING:

August 28, 2001 — Date

8:45 AM. — Time

CORPORATE ACKNOWLEDGMENT

STATE OF Kansas]
] ss.
COUNTY OF Johnson]

BE IT REMEMBERED, that on this 28th day of August, 2001, before me, the undersigned, a Notary Public in and for said County and State, came ROBERT D REGNIER, who is known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Dorothea P. Sparks
Notary Public

My Commission Expires: 4/16/02

DOROTHEA P. SPARKS
Notary Public - State of Kansas
My Appt. Exp. 4-16-02

REGNIER FAMILY LIMITED PARTNERSHIP, II

Property Owned Within Improvement District

Tract 13

By: _____
[Signature]

3705 W 95th
[Address]

SHAWNEE MISSION KS 66206
[City, State, Zip]

DATE AND TIME OF SIGNING:

August 28, 2001 — Date

8:45AM — Time

ACKNOWLEDGMENT

STATE OF KANSAS]
] ss.
COUNTY OF Johnson]

BE IT REMEMBERED, that on this 28th day of August, 2001, before me, the undersigned, a Notary Public in and for said County and State, came ROBERT O REGNIER, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

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

Dorothea P. Sparks
Notary Public

My Commission Expires: 4/16/02

DOROTHEA P. SPARKS
Notary Public - State of Kansas
My Appt. Exp. 4/16/02

SUPERMARKET DEVELOPERS, INC.

By: _____
[Signature]
Jerry Garland, Vice President
5000 Kansas Avenue, P. O. Box 2932
[Address]
Kansas City, Kansas 66110 2932
[City, State, Zip]

Property Owned Within Improvement District

Tracts 15, 16 & 17

DATE AND TIME OF SIGNING:

September 12, 2001 — Date

11:30 a.m. — Time

CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS]
] ss.
COUNTY OF WYANDOTTE]

BE IT REMEMBERED, that on this 12th day of September, 2001, before me, the undersigned, a Notary Public in and for said County and State, came Jerry Garland, who is known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Anya R. Ballance
Notary Public

My ~~Commission~~ Appointment Expires:

NOTARY PUBLIC - State of Kansas
ANYA' R. BALLANCE
My Appointment Exp. June 1, 2005

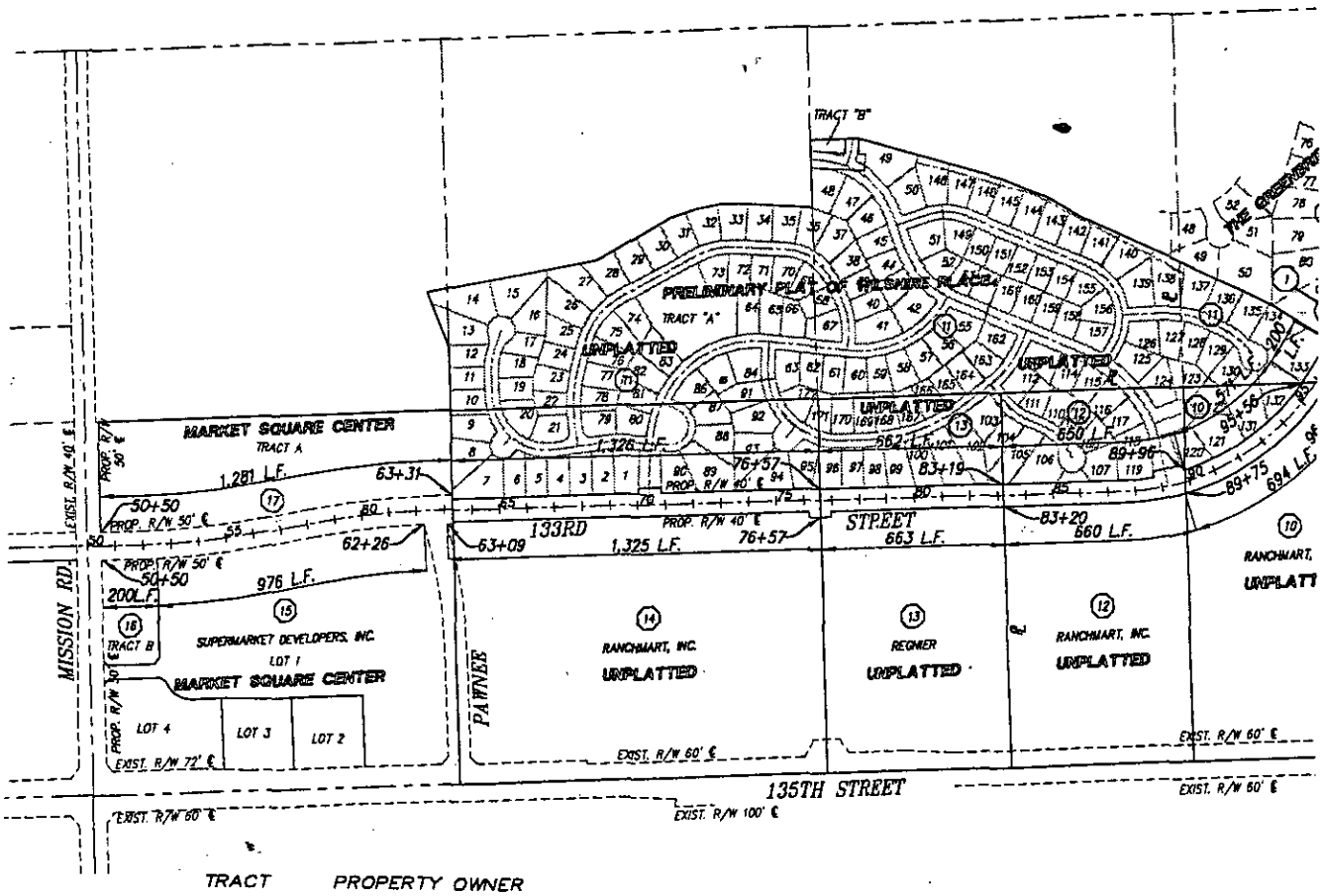
Assessment Cost for 133rd Street Mission Road to State Line Road

Tract	Property Owner	Abutting Frontage Ft.	Percent Total Frontage	Estimated Assessment
1	Craig & Carrie Luster	180	0.00%	$0.00
2	Jimmie & Charlene Wolf	135	0.00%	$0.00
3	Gerald & Janet Malone	135	0.00%	$0.00
4	McAnally, Marsha Trust	101	0.00%	$0.00
5	Boris & Kelly Peharada	102	0.00%	$0.00
6	Mark & Amy Lindsey	229	0.00%	$0.00
7	Greenbrier Homes Association	0	0.00%	$0.00
8	Leawood Plaza Development	2158	17.64%	$573,056.15
9	Covenant Chapel Evangelical	869	7.10%	$230,762.65
10	Ranch Mart, Inc.	1265	10.34%	$335,920.31
11	Ranch Mart, Inc.	200	1.63%	$53,109.93
12	Ranch Mart, Inc.	1310	10.71%	$347,870.04
13	Regnier Family Limited Partnership II	1325	10.83%	$351,853.29
14	Ranch Mart, Inc.	2651	21.67%	$703,972.13
15	Super Market Developers, Inc.	976	7.98%	$259,176.46
16	Super Market Developers, Inc. Tract B	200	1.63%	$53,109.93
17	Super Market Developers, Inc. Tract A	1281	10.47%	$340,169.11
	Total	**13117**	**100.00%**	**$3,249,000.00**
	Property Totals			
	Ranch Mart, Inc.	5426	44.35%	$1,440,872.42
	Leawood Plaza Development	2158	16.45%	$573,056.15
	Covenant Chapel Evangelical	869	6.62%	$230,762.65
	Regnier Family Limited Partnership II	1325	10.10%	$351,853.29
	Super Market Developers, Inc.	2457	20.08%	$652,455.50
	Total	**12235**	**97.61%**	**$3,249,000.00**

Project Cost

Design	**$204,300.00**
Inspection	**$197,400.00**
Construction	**$2,832,300.00**
Utility	**$15,000.00**
Total Cost	**$3,249,000.00**

Length excluding Greenbrier
12235



TRACT	PROPERTY OWNER
1	CRAIG & CARRIE LUSTER
2	JIMMIE & CHARLENE WOLF
3	GERALD & JANET MALONE
4	McANALLY, MARSHA TRUST
5	BORIS & KELLY PEHARADA
6	MARK & AMY LINDSEY
7	GREENBRIER HOMES ASSOCIATION
8	LEAWOOD PLAZA DEVELOPMENT
9	COVENANT CHAPEL EVANGELICAL
10	RANCH MART, INC.
11	RANCH MART, INC.
12	RANCH MART, INC.
13	REGNIER FAMILY-LIMITED PARTNERSHIP II
14	RANCH MART, INC.
15	SUPER MARKET DEVELOPERS, INC.
16	SUPER MARKET DEVELOPERS, INC.—TRACT A
17	SUPER MARKET DEVELOPERS, INC.—TRACT B

SCALE:

500

13427B02.DWG

3339685

RESOLUTION NO. 1639

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 1524 FINDING AS TO THE ADVISABILITY OF AND AUTHORIZING THE IMPROVEMENT AND CONSTRUCTION OF 133rd STREET FROM MISSION ROAD TO ROE AVENUE (2622 FEET), PURSUANT TO THE PROVISIONS OF K.S.A. 12-6a01 ET SEQ.

Pursuant to findings of advisability made by the Governing Body of the City of Leawood, Kansas.

WHEREAS, a petition has been filed with the City Clerk of the City of Leawood, Kansas, by the owners of a majority of the area sought to be included in the Improvement District described in said petition, proposing the construction of 133rd Street, within the City of Leawood, Kansas, from Roe Avenue to Mission Road; and

WHEREAS, such owners have filed an amended petition updating and clarifying certain sections of such petition and giving effect to the replatting of certain property constituting a part of the Improvement District.

NOW THEREFORE, Be It Resolved by the Governing Body of the City of Leawood, Kansas, that the Resolution No. 1524 should be amended in accordance with the terms of the amended petition and, thus, the following findings as to the advisability of constructing said 133rd Street from Roe Avenue to Mission Road within the City of Leawood, Kansas, as more specifically described hereinafter, are hereby made and said Resolution No. 1524 is restated and amended, to-wit:

SECTION ONE: Section One of Resolution No. 1524 is hereby amended to add reference to landscaping, said Section One as so amended being restated as follows:

That it is necessary and in the public interest to make an improvement consisting of the following:

> Construction of 133rd Street, also known as the 135th Street Corridor North Reverse Frontage Road, from the intersection of said street with Roe Avenue to the intersection of said street with Mission Road, a distance of approximately 2622 feet. The foregoing distance is exclusive existing right-of-way on Roe Avenue, and Mission Road. The street will be constructed as a two-lane collector street in accordance with standards established and approved by the City of Leawood. Said project will generally consist of construction of a two lane undivided roadway constructed with concrete curb and gutter, asphalt pavement, storm drainage, pedestrian walkways or bikeways, street lighting, landscaping and such other appurtenances as are required pursuant to the final plans approved by the City of Leawood. The general alignment of the street shall be depicted in the drawing attached hereto as Exhibit "A." The final alignment of the street to be constructed shall be according to final plans to be approved by the City after consulting with the petitioners and other property owners.

BOOK 7483 PAGE 628

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14100 OK

SECTION TWO: Section Two of Resolution No. 1524 is hereby amended to increase the estimated cost of the improvement, said Section Two being restated as follows:

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is One Million Two Hundred Twenty Nine Thousand Three Hundred Dollars, ($1,229,300).

SECTION THREE: Section Three of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following described property within the City of Leawood, Johnson County, Kansas:

Tract 1: **Owner:** **Unified School Dist. #229**
Description: BLUE VALLEY ELEMENTARY SCHOOL NO 10
TRACT A
LWC 508 4 A BOTA 90-17733-TX

Tract 2: **Owner:** **Jane L Jameson et al.**
Description: 28-13-25 E ½ SW 1/4 EX 40 AC & EX .16 AC & S ½ SE 1/4
EX E 40' EX 6.018 AC EX .276 AC & EX .102 AC 112.284
ACS M/L
LWC 509

SECTION FOUR: Section Four of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

The extent of the proposed Improvement District to be assessed is all property within the Improvement District as described above, except as is hereinafter specifically excluded.

SECTION FIVE: Section Five of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

The method of assessment of the share of costs apportioned to the improvement district shall be as follows:

The method of assessment is to assess all properties that are included within the district a fractional portion of the costs of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be

assessed to an individual property shall be computed by dividing the lineal front footage of the portion of the improvement constructed and abutting the property to be assessed by the total lineal front footage of the improvement as constructed. For purposes of this paragraph, the cost of the improvement shall not include the cost of right of way acquisition, if any. The cost of acquiring necessary right of way and easements shall be assessed only to those properties that have not voluntarily conveyed necessary right-of-way without cost to the City. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the lineal footage of the portion of the project to be constructed on each tract within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

Tract and Owner	Lineal Footage	Est. percentage of improvement to be assessed to tract.
Unified School District #229 (TRACT 1)	670	12.7
Jane L. Jameson et. al. (TRACT 2)	4574	87.3
TOTAL	5244	100

SECTION SIX: Section Six of Resolution No. 1524 is hereby ratified and confirmed as follows:

The cost of the improvements shall be apportioned one hundred percent (100%) to the petitioners and zero percent (0%) to the City of Leawood.

SECTION SEVEN: Section Seven of Resolution No. 1524 is hereby ratified and confirmed as follows:

The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq.

SECTION EIGHT: Section Eight of Resolution No. 1524 is hereby ratified and confirmed as follows:

Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION NINE: This resolution shall take effect after its passage and publication once in the official city newspaper.

SECTION TEN: The City Clerk is directed to file a copy of this Resolution with the Register of Deeds of Johnson County, Kansas, within five days of the adoption of this resolution.

ADOPTED by the Governing Body this 1st day of October, 2001.

SIGNED by the Mayor this 1st day of October, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

$14.00

2001 DEC 12 A 7:02

REBECCA L. DAVIS
REGISTER OF DEEDS

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

BOOK 7483 PAGE 631

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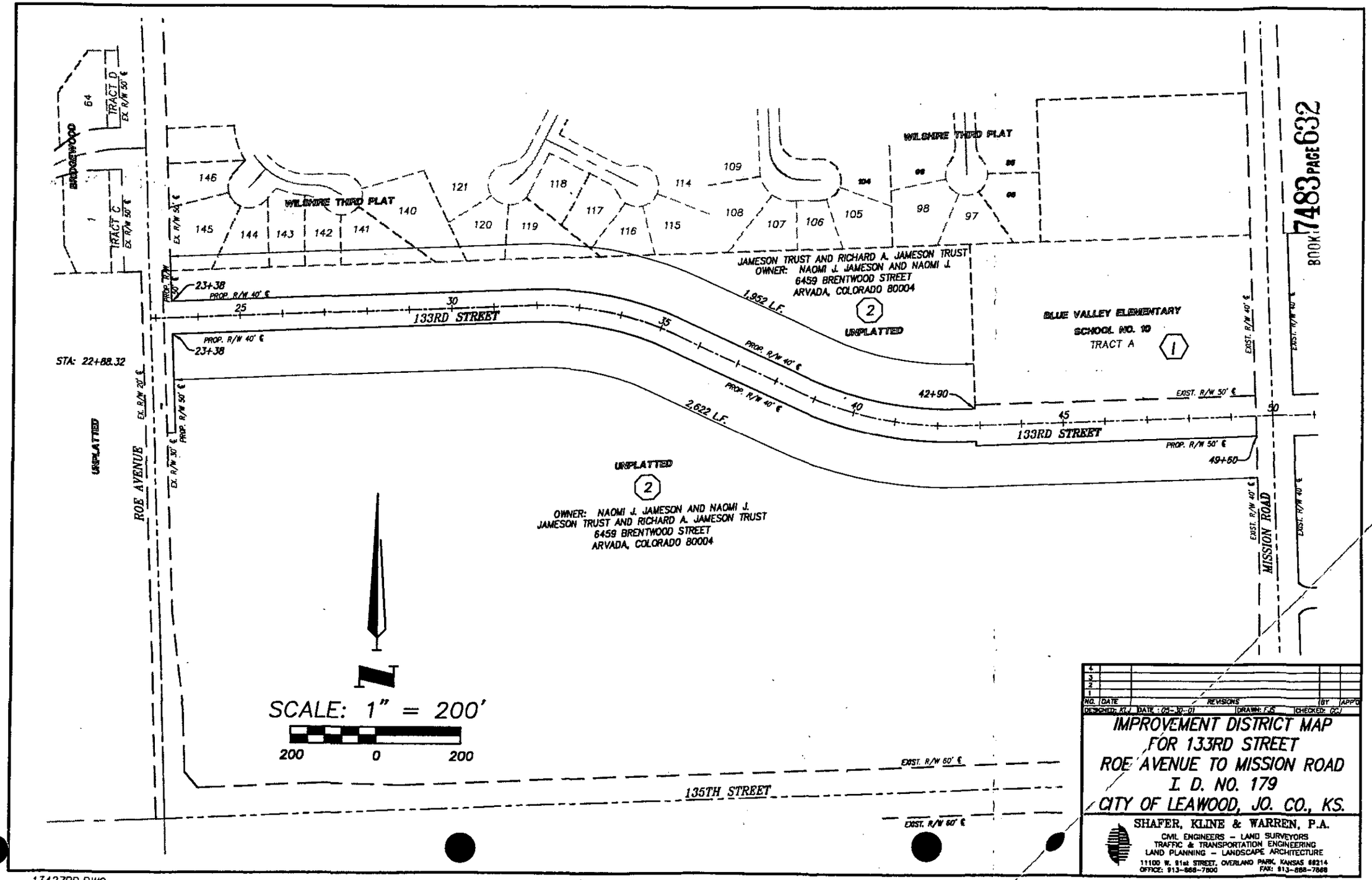
EXHIBIT "A"


BOOK 7483 PAGE 632
BRIDGEWOOD
TRACT D
EX. R/W 50' ℄
TRACT C
EX. R/W 50' ℄
64
1
146
145
144
143
142
141
140
121
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115
114
109
108
107
106
105
104
98
97
WILSHIRE THIRD PLAT
WILSHIRE THIRD PLAT
JAMESON TRUST AND RICHARD A. JAMESON TRUST
OWNER: NAOMI J. JAMESON AND NAOMI J.
6459 BRENTWOOD STREET
ARVADA, COLORADO 80004
2
UNPLATTED
1,852 L.F.
BLUE VALLEY ELEMENTARY
SCHOOL NO. 10
TRACT A
1
EXIST. R/W 40' ℄
EXIST. R/W 50' ℄
PROP. R/W 50' ℄
23+38
PROP. R/W 40' ℄
25
30
133RD STREET
35
PROP. R/W 40' ℄
23+38
PROP. R/W 40' ℄
PROP. R/W 40' ℄
40
42+90
45
50
133RD STREET
2,622 L.F.
49+50
STA: 22+88.32
EX. R/W 20' ℄
PROP. R/W 50' ℄
EX. R/W 30' ℄
UNPLATTED
ROE AVENUE
UNPLATTED
2
OWNER: NAOMI J. JAMESON AND NAOMI J.
JAMESON TRUST AND RICHARD A. JAMESON TRUST
6459 BRENTWOOD STREET
ARVADA, COLORADO 80004
MISSION ROAD
EXIST. R/W 40' ℄
EXIST. R/W 60' ℄
135TH STREET
EXIST. R/W 60' ℄
SCALE: 1" = 200'
200
0
200
NO. DATE REVISIONS BY APP'D
DESIGNED: KJ DATE: 04-30-01 DRAWN: FJS CHECKED: GC
IMPROVEMENT DISTRICT MAP
FOR 133RD STREET
ROE AVENUE TO MISSION ROAD
I. D. NO. 179
CITY OF LEAWOOD, JO. CO., KS.
SHAFER, KLINE & WARREN, P.A.
CIVIL ENGINEERS – LAND SURVEYORS
TRAFFIC & TRANSPORTATION ENGINEERING
LAND PLANNING – LANDSCAPE ARCHITECTURE
11100 W. 81st STREET, OVERLAND PARK, KANSAS 66214
OFFICE: 913-888-7800 FAX: 913-888-7888

RES1639

Publication Fees: $89.54

The Legal Record
213 E. Santa Fe, Suite 2
Olathe, KS 66061
(913) 780-5790

CITY OF LEAWOOD
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Penny Knight, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:

RESOLUTION NO. 1639--10/09/01

Penny Knight

Legal Notices Administrator

Subscribed and sworn to before me on this date:

OCTOBER 10, 2001

Debra Valenti

Notary Public

DEBRA VALENTI
Notary Public - State of Kansas

My appointment expires: August 21, 2003.

$89.54

RESOLUTION NO. 1639

First published in The Legal Record, Tuesday, October 9, 2001.

RESOLUTION NO. 1639

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 1524 FINDING AS TO THE ADVISABILITY OF AND AUTHORIZING THE IMPROVEMENT AND CONSTRUCTION OF 133rd STREET FROM MISSION ROAD TO ROE AVENUE (2622 FEET), PURSUANT TO THE PROVISIONS OF K.S.A. 12-6a01 ET SEQ.

Pursuant to findings of advisability made by the Governing Body of the City of Leawood, Kansas.

WHEREAS, a petition has been filed with the City Clerk of the City of Leawood, Kansas, by the owners of a majority of the area sought to be included in the Improvement District described in said petition, proposing the construction of 133rd Street, within the City of Leawood, Kansas, from Roe Avenue to Mission Road; and

WHEREAS, such owners have filed an amended petition updating and clarifying certain sections of such petition and giving effect to the replatting of certain property constituting a part of the Improvement District.

NOW THEREFORE, Be It Resolved by the Governing Body of the City of Leawood, Kansas, that the Resolution No. 1524 should be amended in accordance with the terms of the amended petition and, thus, the following findings as to the advisability of constructing said 133rd Street from Roe Avenue to Mission Road within the City of Leawood, Kansas, as more specifically described hereinafter, are hereby made and said Resolution No. 1524 is restated and amended, to-wit:

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SECTION TWO: Section Two of Resolution No. 1524 is hereby amended to increase the estimated cost of the improvement, said Section Two being restated as follows:

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is One Million Two Hundred Twenty Nine Thousand Three Hundred Dollars, ($1,229,300).

SECTION THREE: Section Three of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following described property within the City of Leawood, Johnson County, Kansas:

Tract 1: Owner: Unified School Dist. #229
Description: BLUE VALLEY ELEMENTARY SCHOOL NO 10
TRACT A
LWC 508 4 A BOTA 90-17733-TX

Tract 2: Owner: Jane L Jameson et al.
Description: 28-13-25 E ½ SW 1/4 EX 40 AC & EX .16 AC & S ½ SE 1/4
EX E 40' EX 6.018 AC EX .276 AC & EX .102 AC 112.284
ACS M/L
LWC 509

SECTION FOUR: Section Four of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

The extent of the proposed Improvement District to be assessed is all property within the Improvement District as described above, except as is hereinafter specifically excluded.

SECTION FIVE: Section Five of Resolution No. 1524 is hereby ratified and confirmed to read as follows:

The method of assessment of the share of costs apportioned to the improvement district shall be as follows:

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CONTINUED ON NEXT PAGE

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assessed to an individual property shall be computed by dividing the lineal front footage of the portion of the improvement constructed and abutting the property to be assessed by the total lineal front footage of the improvement as constructed. For purposes of this paragraph, the cost of the improvement shall not include the cost of right of way acquisition, if any. The cost of acquiring necessary right of way and easements shall be assessed only to those properties that have not voluntarily conveyed necessary right-of-way without cost to the City. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the lineal footage of the portion of the project to be constructed on each tract within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

Tract and Owner	Lineal Footage	Est. percentage of improvement to be assessed to tract.
Unified School District #229 (TRACT 1)	670	12.7
Jane L. Jameson et. al. (TRACT 3)	4574	87.3
TOTAL	5244	100

SECTION SIX: Section Six of Resolution No. 1524 is hereby ratified and confirmed as follows:

The cost of the improvements shall be apportioned one hundred percent (100%) to the petitioners and zero percent (0%) to the City of Leawood.

SECTION SEVEN: Section Seven of Resolution No. 1524 is hereby ratified and confirmed as follows:

The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq.

SECTION EIGHT: Section Eight of Resolution No. 1524 is hereby ratified and confirmed as follows:

Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION NINE: This resolution shall take effect after its passage and publication once in the official city newspaper.

SECTION TEN: The City Clerk is directed to file a copy of this Resolution with the Register of Deeds of Johnson County, Kansas, within five days of the adoption of this resolution.

ADOPTED by the Governing Body this 1st day of October, 2001.

SIGNED by the Mayor this 1st day of October, 2001.

Peggy Dunn, Mayor

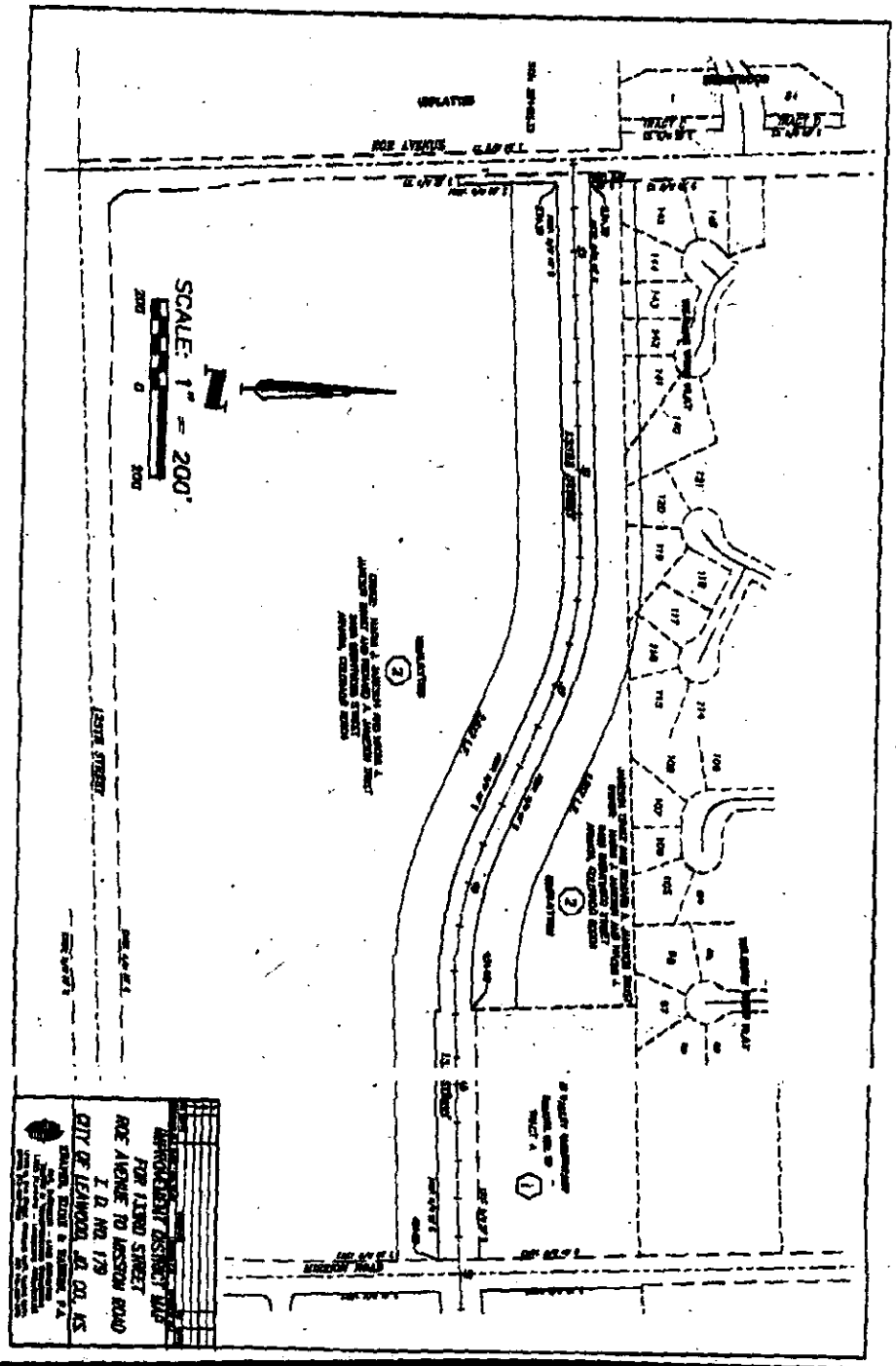
(SEAL)

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

EXHIBIT "A"



PETITION FOR IMPROVEMENT PURSUANT TO K.S.A. § 12-16a 01 et seq.

TO THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

A. **GENERAL NATURE OF PROPOSED IMPROVEMENT**

The undersigned, being owners of record of property liable for assessment for the following proposed improvement:

Construction of 133rd Street, also known as the 135th Street Corridor North Reverse Frontage Road, from the intersection of said street with Roe Avenue to the intersection of said street with Mission Road, a distance of approximately 2622 feet. The foregoing distance is exclusive existing right-of-way on Roe Avenue, and Mission Road. The street will be constructed as a two-lane collector street in accordance with standards established and approved by the City of Leawood. Said project will generally consist of construction of a two lane undivided roadway constructed with concrete curb and gutter, asphalt pavement, storm drainage, pedestrian walkways or bikeways, street lighting, landscaping and such other appurtenances as are required pursuant to the final plans approved by the City of Leawood. The general alignment of the street shall be depicted in the drawing attached hereto as Exhibit "A." The final alignment of the street to be constructed shall be according to final plans to be approved by the City after consulting with the petitioners and other property owners.

B. **ESTIMATED AND PROBABLE COST**

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is One Million Two Hundred Twenty Nine Thousand Three Hundred Dollars, ($1,229,300).

C. **BOUNDARIES OF PROPOSED IMPROVEMENT DISTRICT**

The proposed improvement district boundaries are indicated on the attached Exhibit "A" which exhibit is incorporated in this petition.

D. **EXTENT OF PROPOSED IMPROVEMENT DISTRICT TO BE ASSESSED**

The extent of the proposed Improvement District to be assessed is all property within the Improvement District as described in the attached Exhibit "A."

E. **PROPOSED METHOD OF ASSESSMENT**

The proposed method of assessment is to assess all properties that are included within the district a fractional portion of the cost of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be assessed to an individual property shall be computed by dividing the lineal footage of the portion of the improvement constructed on the property to be assessed by the total lineal footage of the improvement as constructed. For purposes of this paragraph, the cost of the improvement shall not include the cost of right of way acquisition, if any. The cost of acquiring necessary right of way and easements shall be assessed only to those properties that have not voluntarily conveyed necessary right-of-way without cost to the City. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the lineal footage of the portion of the project to be constructed on each tract within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Unified School District # 229	670	12.7
Jane L. Jameson, et al.	4,574	87.3
TOTAL	5,244	100.0

F. **PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE**

The cost of the improvements shall be assessed one hundred percent [100%] to the petitioners and zero percent [0%] to the City of Leawood.

G. **RIGHT-OF-WAY PROVISION**

The undersigned hereby agrees to provide all necessary permanent right-of-way and construction easements to the City at no cost. In the event that any property owner within the District does not voluntarily provide the right-of-way and easements necessary for construction of the improvement across their property, then the portion of the cost of acquiring right-of-way from said property owner shall be assessed to said non-providing property owner in addition to the assessment determined in the manner established by paragraph "E. PROPOSED METHOD OF ASSESSMENT". It is the intent of this paragraph that all properties within the district should share proportionately in the cost of acquiring right-of-way and easements necessary for construction of the improvement and that, as to this proposed improvement district, it would not be equitable to assess any portion of the cost of acquiring right-of-way to those properties and owners that have voluntarily and without cost to the City conveyed right-of-way and easements necessary for the construction of the improvement.

H. **CREDIT FOR CONSTRUCTION AND AGREEMENTS WITH OWNERS**

Additionally, in the event that the City in administering the improvement district approves an agreement with an owner or owners of property within the district to construct a portion of the improvement according to plans and specifications acceptable to the City, such property owner shall be entitled to a credit against said owners assessment for work so performed. The credit against assessment awarded to any property owner for construction pursuant to this paragraph shall be based on the lineal portion of the project and related improvements that are constructed by such property owner upon their property within the District. Additionally, the City may contract with an owner or owners to construct any portion of the improvement. Any work done by any owner or contractor shall be done according to plans and specifications established by the City.

I. **REQUEST THAT IMPROVEMENT BE MADE WITHOUT NOTICE NAD HEARING**

The undersigned further proposes that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(a), as amended.

No name may be withdrawn from this Petition after the Governing Body commences consideration of the Petition or no later than seven [7] days after this Petition has been filed with the City Clerk [K.S.A. 12-604].

Respectfully submitted,

Property Owned Within
Improvement District
Tract 2

UNIFIED SCHOOL DISTRICT # 229

By: Nikki L. Copp
[Signature]

Blue Valley U.S.D. #229 PO Box 23901
[Address]

Overland Park KS 66283-0901
[City, State, Zip]

DATE AND TIME OF SIGNING:

September 12, 2001 — Date
3:30 p.m. — Time

CORPORATE ACKNOWLEDGMENT

STATE OF Kansas]
] ss.
COUNTY OF Johnson]

DIANE MITCHELL
My Appt. Exp. 3-18-2005

BE IT REMEMBERED, that on this 12th day of September, 2001, before me, the undersigned, a Notary Public in and for said County and State, came Nikki L. Copp, who is known to me to be the same person who executed the within instrument on behalf of said ~~corporation~~ school district, and such person duly acknowledged the execution of the same to be the act and deed of said ~~corporation~~ school district.

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

Diane Mitchell
Notary Public

My Commission Expires: March 18, 2005

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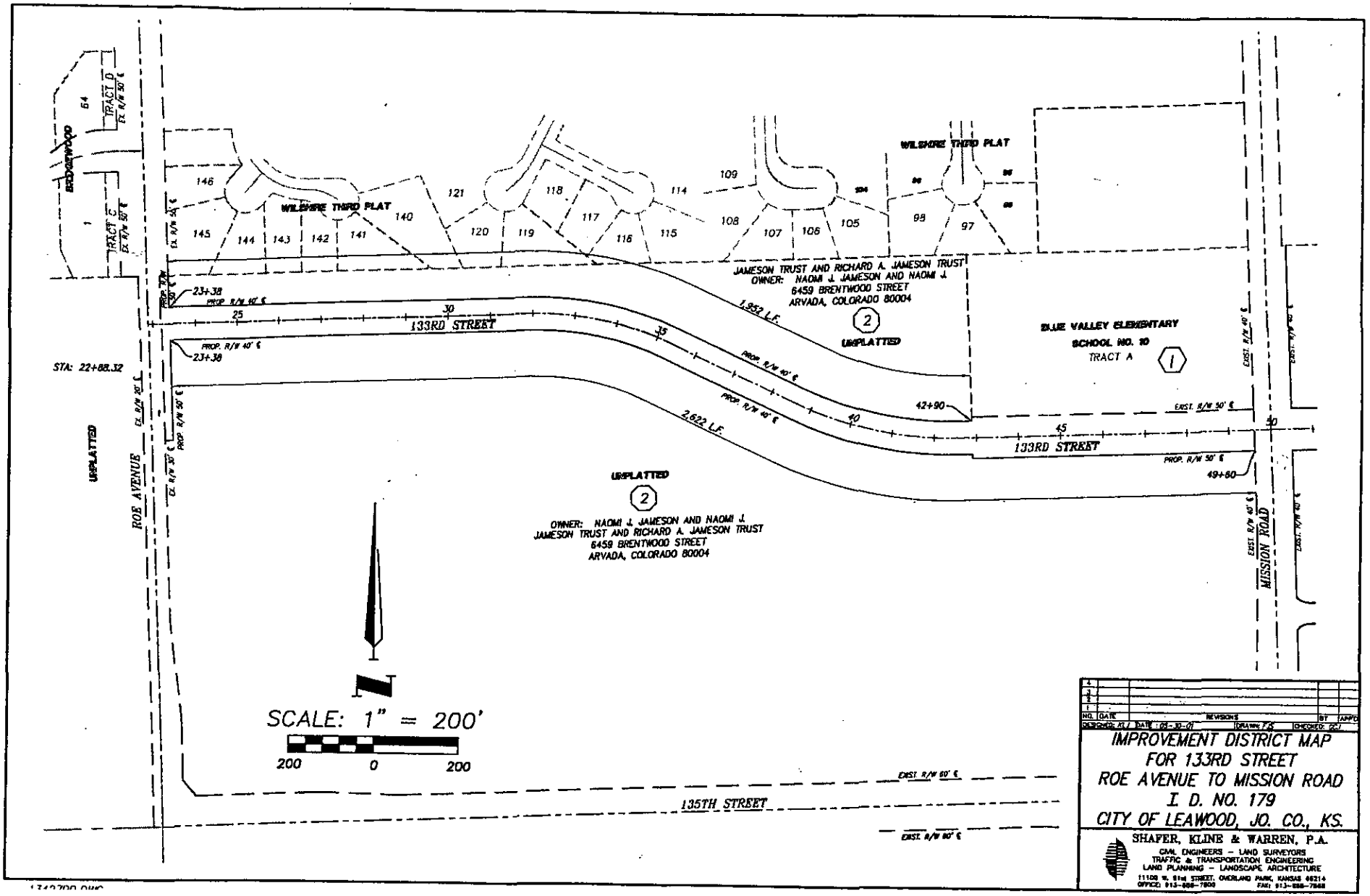
BD1-00-001

Assessment Cost for 133rd Street Mission Road to Roe Avenue

Tract	*Property Owner*	*Abutting Frontage Ft.*	*Percent Total Frontage*	*Estimated Assessment*
1	Jamison Trust North Side	1952	37.22%	$457,588.41
2	Jamison Trust South Side	2622	50.00%	$614,650.00
3	Blue Valley Elementary School No. 10	670	12.78%	$157,061.59
	Total	5244	100.00%	$1,229,300.00

Project Cost	
Design	**$81,500.00**
Inspection	**$68,700.00**
Construction	**$1,069,100.00**
Utility	**$10,000.00**
Total Cost	**$1,229,300.00**


WILSHIRE THIRD PLAT
WILSHIRE THIRD PLAT
BRIDGEWOOD
TRACT D
TRACT C
EX. R/W 50' ℄
EX. R/W 40' ℄
146
145
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JAMESON TRUST AND RICHARD A. JAMESON TRUST
OWNER: NAOMI J. JAMESON AND NAOMI J.
6459 BRENTWOOD STREET
ARVADA, COLORADO 80004
2
UNPLATTED
1,952 L.F.
BLUE VALLEY ELEMENTARY
SCHOOL NO. 10
TRACT A
1
23+38
PROP. R/W 40' ℄
133RD STREET
STA: 22+88.32
UNPLATTED
ROE AVENUE
EX. R/W 30' ℄
PROP. R/W 50' ℄
2,622 L.F.
42+90
EXIST. R/W 50' ℄
133RD STREET
PROP. R/W 50' ℄
49+60
UNPLATTED
2
OWNER: NAOMI J. JAMESON AND NAOMI J.
JAMESON TRUST AND RICHARD A. JAMESON TRUST
6459 BRENTWOOD STREET
ARVADA, COLORADO 80004
EXIST. R/W 40' ℄
MISSION ROAD
EXIST. R/W 60' ℄
135TH STREET
EXIST. R/W 60' ℄
SCALE: 1" = 200'
200 0 200
NO. DATE REVISIONS BY APP'D
DESIGNED: KJ DATE: 09-30-01 DRAWN: FJS CHECKED: GCJ
IMPROVEMENT DISTRICT MAP
FOR 133RD STREET
ROE AVENUE TO MISSION ROAD
I. D. NO. 179
CITY OF LEAWOOD, JO. CO., KS.
SHAFER, KLINE & WARREN, P.A.
CIVIL ENGINEERS – LAND SURVEYORS
TRAFFIC & TRANSPORTATION ENGINEERING
LAND PLANNING – LANDSCAPE ARCHITECTURE
11109 W. 81st STREET, OVERLAND PARK, KANSAS 66214
OFFICE: 913-888-7600 FAX: 913-888-7848

PETITION FOR IMPROVEMENT PURSUANT TO K.S.A. § 12-16a 01 et seq.

TO THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

A. **GENERAL NATURE OF PROPOSED IMPROVEMENT**

The undersigned, being owners of record of property liable for assessment for the following proposed improvement:

Construction of 133rd Street, also known as the 135th Street Corridor North Reverse Frontage Road, from the intersection of said street with Roe Avenue to the intersection of said street with Mission Road, a distance of approximately 2622 feet. The foregoing distance is exclusive existing right-of-way on Roe Avenue, and Mission Road. The street will be constructed as a two-lane collector street in accordance with standards established and approved by the City of Leawood. Said project will generally consist of construction of a two lane undivided roadway constructed with concrete curb and gutter, asphalt pavement, storm drainage, pedestrian walkways or bikeways, street lighting, landscaping and such other appurtenances as are required pursuant to the final plans approved by the City of Leawood. The general alignment of the street shall be depicted in the drawing attached hereto as Exhibit "A." The final alignment of the street to be constructed shall be according to final plans to be approved by the City after consulting with the petitioners and other property owners.

B. **ESTIMATED AND PROBABLE COST**

The estimated or probable cost of the improvement, exclusive of any costs associated with acquiring right-of-way and easements necessary for construction of the proposed improvement is One Million Two Hundred Twenty Nine Thousand Three Hundred Dollars, ($1,229,300).

C. **BOUNDARIES OF PROPOSED IMPROVEMENT DISTRICT**

The proposed improvement district boundaries are indicated on the attached Exhibit "A" which exhibit is incorporated in this petition.

D. **EXTENT OF PROPOSED IMPROVEMENT DISTRICT TO BE ASSESSED**

The extent of the proposed Improvement District to be assessed is all property within the Improvement District as described in the attached Exhibit "A."

E. **PROPOSED METHOD OF ASSESSMENT**

The proposed method of assessment is to assess all properties that are included within the district a fractional portion of the cost of the improvement. The fractional portion of the cost of the improvement to be assessed to individual properties shall be determined by the City in the following manner. The fractional portion of the cost of the improvement to be assessed to an individual property shall be computed by dividing the lineal footage of the portion of the improvement constructed on the property to be assessed by the total lineal footage of the improvement as constructed. For purposes of this paragraph, the cost of the improvement shall not include the cost of right of way acquisition, if any. The cost of acquiring necessary right of way and easements shall be assessed only to those properties that have not voluntarily conveyed necessary right-of-way without cost to the City. The City shall use the final plans for the improvement to determine the total lineal footage of the improvement and the lineal footage of the portion of the project to be constructed on each tract within the improvement district. The estimated percentages for the properties to be assessed as determined from preliminary plans for the improvements are as follows:

TRACT AND OWNER	LINEAL FOOTAGE	ESTIMATED PERCENTAGE OF IMPROVEMENT TO BE ASSESSED TO TRACT
Unified School District # 229	670	12.7
Jane L. Jameson, et al.	4,574	87.3
TOTAL	5,244	100.0

F. **PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE**

The cost of the improvements shall be assessed one hundred percent [100%] to the petitioners and zero percent [0%] to the City of Leawood.

G. **RIGHT-OF-WAY PROVISION**

The undersigned hereby agrees to provide all necessary permanent right-of-way and construction easements to the City at no cost. In the event that any property owner within the District does not voluntarily provide the right-of-way and easements necessary for construction of the improvement across their property, then the portion of the cost of acquiring right-of-way from said property owner shall be assessed to said non-providing property owner in addition to the assessment determined in the manner established by paragraph "E. PROPOSED METHOD OF ASSESSMENT". It is the intent of this paragraph that all properties within the district should share proportionately in the cost of acquiring right-of-way and easements necessary for construction of the improvement and that, as to this proposed improvement district, it would not be equitable to assess any portion of the cost of acquiring right-of-way to those properties and owners that have voluntarily and without cost to the City conveyed right-of-way and easements necessary for the construction of the improvement.

H. **CREDIT FOR CONSTRUCTION AND AGREEMENTS WITH OWNERS**

Additionally, in the event that the City in administering the improvement district approves an agreement with an owner or owners of property within the district to construct a portion of the improvement according to plans and specifications acceptable to the City, such property owner shall be entitled to a credit against said owners assessment for work so performed. The credit against assessment awarded to any property owner for construction pursuant to this paragraph shall be based on the lineal portion of the project and related improvements that are constructed by such property owner upon their property within the District. Additionally, the City may contract with an owner or owners to construct any portion of the improvement. Any work done by any owner or contractor shall be done according to plans and specifications established by the City.

I. **REQUEST THAT IMPROVEMENT BE MADE WITHOUT NOTICE NAD HEARING**

The undersigned further proposes that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(a), as amended.

No name may be withdrawn from this Petition after the Governing Body commences consideration of the Petition or no later than seven [7] days after this Petition has been filed with the City Clerk [K.S.A. 12-604].

Respectfully submitted,

Property Owned Within
Improvement District Tract 1

NAOMI J. JAMESON TRUST

By: Jane L. Jameson Trustee
Jane L. Jameson, Trustee

Jane L. Jameson
Jane L. Jameson

RICHARD A. JAMESON TRUST

By: James R Hubbard
James R. Hubbard, Trustee

DATE AND TIME OF SIGNING:

8-9-2001
Date

3:00
Time

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS
COUNTY OF Jefferson)

Subscribed and sworn to before me by Jane L. Jameson, as Trustee of the Naomi J. Jameson Trust, personally known to me to be the person who executed this instrument and who acknowledged that she executed the same as her free act and deed, and acknowledged full understanding of the terms and provisions of the foregoing instrument.

IN WITNESS WHEREOF, I have signed my name and affixed my seal on the 9th day of Aug, 2001.

Becky Johnson
Notary Public

NOTARY PUBLIC
Becky Johnson
STATE OF COLORADO

My Commission Expires
July 23, 2004

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

Subscribed and sworn to before me by James R. Hubbard, as Trustee of the Richard J. Jameson Trust, personally known to me to be the person who executed this instrument and who acknowledged that he executed the same as his free act and deed, and acknowledged full understanding of the terms and provisions of the foregoing instrument.

IN WITNESS WHEREOF, I have signed my name and affixed my seal on the 13 day of Aug., 2001.

Joan G. Slevin
Notary Public

My Commission Expires

JOAN G. SLEVIN
My Appt. Exp. 1/29/05
NOTARY PUBLIC
STATE OF KANSAS

STATE OF COLORADO)
) SS
COUNTY OF Jefferson)

Subscribed and sworn to before me by Jane L. Jameson, who is known to me to be the person who executed this instrument and who acknowledged that she executed the same as her free act and deed, and acknowledged full understanding of the terms and provisions of the foregoing instrument.

IN WITNESS WHEREOF, I have signed my name and affixed my seal on the 9th day of Aug., 2001.

Becky Johnson
Notary Public

My Commission Expires

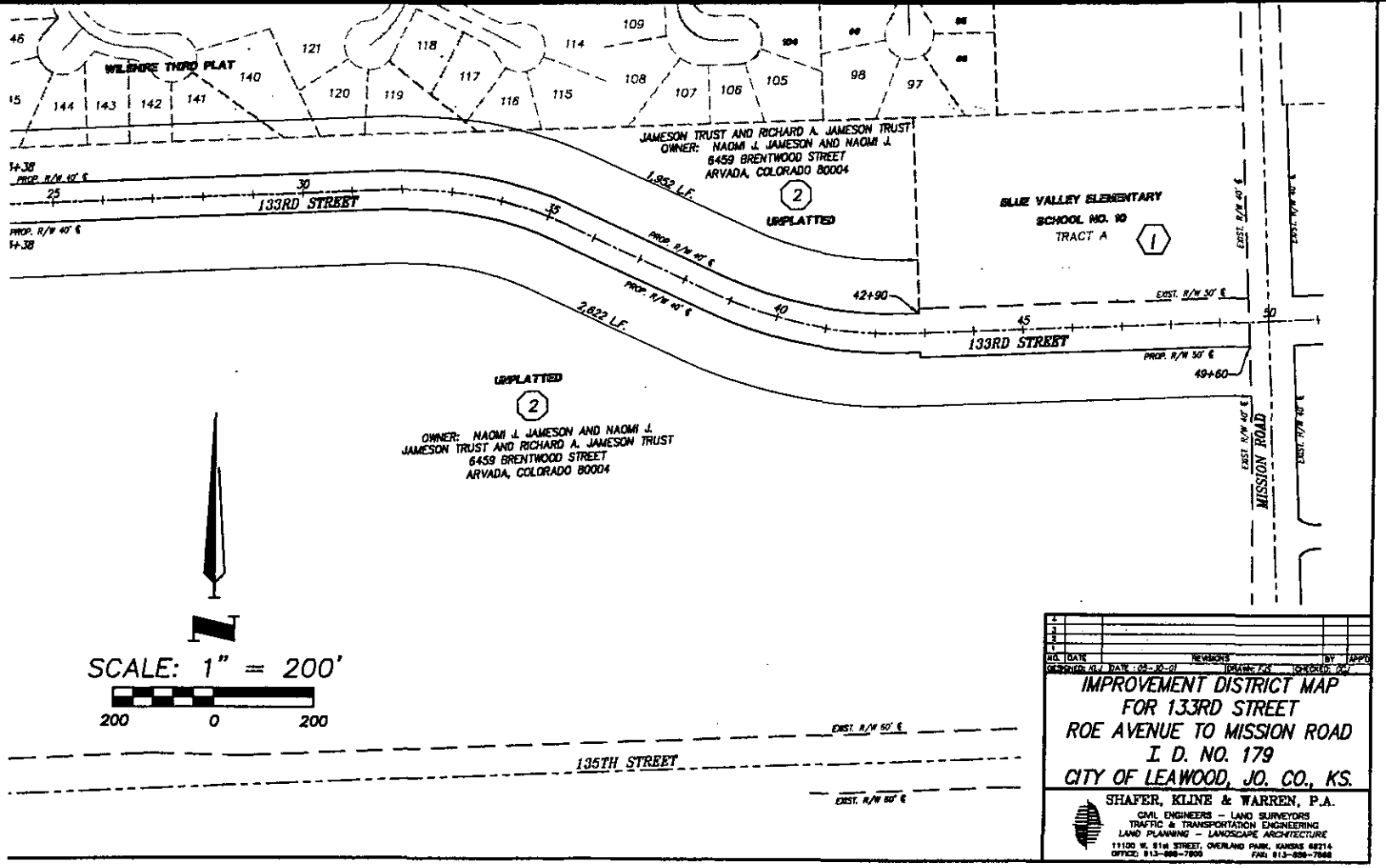
July 23, 2004

NOTARY PUBLIC
Becky Johnson
STATE OF COLORADO

Assessment Cost for 133rd Street Mission Road to Roe Avenue

Tract	*Property Owner*	*Abutting Frontage Ft.*	*Percent Total Frontage*	*Estimated Assessment*
1	Jamison Trust North Side	1952	37.22%	$457,588.41
2	Jamison Trust South Side	2622	50.00%	$614,650.00
3	Blue Valley Elementary School No. 10	670	12.78%	$157,061.59
	Total	5244	100.00%	$1,229,300.00

Project Cost	
Design	**$81,500.00**
Inspection	**$68,700.00**
Construction	**$1,069,100.00**
Utility	**$10,000.00**
Total Cost	**$1,229,300.00**



NO.	DATE	REVISIONS	BY	APP'D
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DESIGNED: AJJ DATE: 02-10-01 DRAWN: PJS CHECKED: RAJ

IMPROVEMENT DISTRICT MAP FOR 133RD STREET ROE AVENUE TO MISSION ROAD I. D. NO. 179 CITY OF LEAWOOD, JO. CO., KS.

SHAFER, KLINE & WARREN, P.A.
CIVIL ENGINEERS – LAND SURVEYORS
TRAFFIC & TRANSPORTATION ENGINEERING
LAND PLANNING – LANDSCAPE ARCHITECTURE
11100 W. 81st STREET, OVERLAND PARK, KANSAS 66214
OFFICE: 913-888-7800 FAX: 913-888-7888

RESOLUTION NO. 1640

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Town and Country Bank, located within the Plaza Point Development at the southwest corner of 135th and Roe Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Town and Country Bank, ['Applicant'] submitted a request for a preliminary site plan, for real property located at approximately 135th and Roe Avenue; and

WHEREAS, Town and Country Bank appeared before the Planning Commission on September 25, 2001, and presented such requests for approval; and

WHEREAS, the preliminary site plan is in substantial compliance with the Plaza Point development plan; and

WHEREAS, the building is a 2-story, 22,103 square foot office building; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The building is limited to 22,103 square feet.
2. The applicant shall work with Staff to finalize the color for the concrete in the plaza areas.
3. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot ($.10 x 22,103 = $2,210.30) of finished floor area prior to the issuance of a building permit.
4. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 22,103 = $2,210.30) prior to issuance of a building permit.
5. The applicant is responsible for the K-150 impact fee in the amount $1.34/ square foot of finished floor area ($1.34 x 22,103 = $29,618.02) prior to the issuance of a building permit.
6. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
7. All power lines, utility lines, etc. are required to be underground and must be done at the time of widening 135th Street and Roe, and prior to final occupancy of any building within the project.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
10. The maximum height for signage and the logo shall be 3.0'.
11. All signs are required to have a sign permit prior to installation.
12. All parking lot light fixtures must be submitted and approved by Planning Staff prior to issuance of a building permit.

13. The list of items to be completed by the developer must be completed prior to issuance of the temporary certificate of occupancy.
14. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through fourteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, October 15, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation with the following additional stipulation:

1. The building is limited to two wall signs and no monument signs.

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

SECTION ONE: *The Governing Body hereby approves the applicant's request, and the* Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 15th day of October, 2001.

Signed by the Mayor this 15th day of October, 2001.

[SEAL]

ATTEST:

Peggy Dunn, Mayor

Martha Heizer, City Clerk

Approved as to form:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1641

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Pinnacle III, located at approximately 114th and Tomahawk Creek Parkway, Leawood, Johnson County, Kansas.

WHEREAS, Pinnacle III, ['Applicant'] submitted a request for a preliminary site plan, for real property located at approximately 114th and Tomahawk Creek Parkway; and

WHEREAS, Pinnacle III appeared before the Planning Commission on September 25, 2001, and presented such requests for approval; and

WHEREAS, a public hearing was held before the Planning Commission pursuant to the Leawood Development Ordinance; and

WHEREAS, the plan consists of one 5-story, 136,222 sq. ft. office building on 8.80 acres and a two level parking structure; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The project is limited to one, five story office building consisting of 136,222 sqft. on 8.80 acres (.36FAR).
2. The building within this development shall conform to the Woods Design Guidelines, submitted by Hoefer Wysocki Architects and approved by the Planning Commission.
3. Sign design and calculations will be required at final.
4. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 X 136,222 = $13,622.20).
5. The developer shall dedicate the R.O.W. for and construct 114th Street from 115th Street to the northeast corner of the Pinnacle III property.
6. The developer shall construct a 5 ft. sidewalk along both sides of 114th Street to match the existing sidewalks along 114th Street.
7. Existing trees saved within the no cut zones may be credited toward the minimum number of street trees required, provided that such trees are a minimum 4 inch caliper as measured 4 1/2 feet above ground for medium and large deciduous species, or 3 feet in height for ornamental and evergreen species. All existing plant material saved shall be healthy and free of mechanical injury. If the existing trees within the no cut zone are damaged or judged to be no longer viable by the City of Leawood, the developer must replace these trees with approved street trees at a rate of 1 street tree per 40 linear feet.
8. *Pedestrian connections shall be incorporated into this project to connect existing office buildings, future* development and green spaces, with the possibility of providing a hike / bike trail system throughout this area. Details will be required at final site plan.
9. A 15 ft. minimum parking setback shall be allowed between the parking lot and the R.O.W. along the south and east side of 114th Street, based on the amount of green space to be left for a residential buffer on the north and west side of 114th Street.
10. The trash enclosure must be screened from public view with a 6 foot solid masonry structure to match the materials used in the building and shall be appropriately landscaped. The gate shall be painted decorative steel.
11. All landscaped areas shall be irrigated.
12. All downspouts are to be enclosed.
13. All roof top units must be screened from view.

14. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or a wall. This includes air conditioner units, etc.
15. The developer shall provide street trees along 114th Street at a rate of 1 tree per 40 linear ft., except as noted in stipulation 6.
16. A detailed landscape plan must be submitted with final documents.
17. The lighting plans and fixtures must be included in the final application.
18. Materials boards must be submitted at the time of final site plan application.
19. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
20. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, October 15, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation with the following additional stipulations:

1. Additional landscaping shall be added within the parking islands throughout the development and along the frontage of 114th Street.
2. The parking spaces, facing south, directly in front of the parking garage and in line with the northern entrance off of 114th Street shall be removed to prevent potential traffic conflicts.

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 15th day of October, 2001.

Signed by the Mayor this 15th day of October, 2001.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

Approved as to form:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

September 19, 2001

To: Diane Binckley, Planning & Development Director

From: David Ley, P.E., City Engineer, Public Works Department DWL

Re: Preliminary Site Plan, Pinnacle Corporate Center III, Case No. 45-01

The Public Works Department has reviewed the Preliminary site plan for the referenced project and would like to make the following additional stipulations part of the plat approval process.

- The traffic study has been reviewed and approved by the Public Works Department. Submit the traffic study to Bucher, Willis & Ratliff for review and coordination with the City Wide Comprehensive Traffic Study.

If you have any questions regarding this matter, please feel free to contact me at extension 134.

cc: Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

August 20, 2001

To: Diane Binckley, Planning & Development Director

From: David Ley, P.E., City Engineer, Public Works Department

Re: Preliminary Site Plan, Pinnacle Corporate Center III, Case No. 45-01

The Public Works Department has reviewed the Preliminary site plan for the referenced project and would like to make the following additional stipulations part of the plat approval process.

- Revise the traffic study to include the traffic impact resulting from going from a 4-story building to a 5-story building and to account for the additional area added to Pinnacle II.
- Eliminate the storm drainage system connection between the public system at Tract 2 and the private system and construct the public storm drainage system south along the west side of 114th Street.

If you have any questions regarding this matter, please feel free to contact me at extension 134.

cc: Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

RESOLUTION NO. 1642

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 137 (STATE LINE ROAD, PHASE IV), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF STATE LINE ROAD FROM A POINT 25.50 FEET SOUTH OF THE CENTERLINE OF 103RD STREET TO A POINT 123.76 FEET SOUTH OF THE CENTERLINE OF CARONDELET, TO INCLUDE GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES, APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS, OR OTHER IMPROVEMENTS OR ANY TWO OR MORE OF SUCH IMPROVEMENTS OR REIMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTIONS COSTS IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1372, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> improvement of State Line Road from a point 25.50 feet south of the centerline of 103rd Street, to a point 123.76 feet south of the centerline of Carondelet, a distance of approximately 2646 feet, within the City of Leawood

(the "Project") at an estimated cost of $3,680,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 137 (State Line Road, Phase IV), dated April 1, 2001, in the

principal amount of $200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1920 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 137 (State Line Road, Phase IV), in the aggregate principal amount of Two Hundred Thousand Dollars ($200,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 and 2, inclusive, each in the denomination of $100,000. Each of said Notes shall be dated December 1, 2001, shall mature by their stated terms and become due and payable on September 1, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.125 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after June 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.825 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or

priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body the 5th day of November, 2001.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 137
(STATE LINE ROAD, PHASE IV)

Form of Note

CUSIP NO. _____

December 1, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of September, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of 2.125% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after June 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $200,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of improvements to State Line Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the *City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.*

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of December, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of December, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

RESOLUTION NO. 1643

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 156 (PUBLIC WORKS COMPLEX), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $3,500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF ACQUISITION, CONSTRUCTION AND INSTALLATION OF A NEW PUBLIC WORKS BUILDING IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Resolution No. 1532, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> Acquisition, construction and installation of a new public works building on certain real property owned by the City and located in the vicinity of 143rd and Overbrook within the City

(the "Project") at an estimated cost of $5,906,562; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 156 (Public Works Complex), dated April 1, 2001, in the principal amount of $1,400,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next six months in the amount of $2,100,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1920 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 156 (Public Works Complex), in the aggregate principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 35, inclusive, each in the denomination of $100,000. Each of said Notes shall be dated December 1, 2001, shall mature by their stated terms and become due and payable on September 1, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.10 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after June 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a

newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Gold Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.81 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $1,400,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a

special fund established in the treasury of the City for the purpose of paying costs and expenses of the Project.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body the 5th day of November, 2001.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 156
(PUBLIC WORKS COMPLEX)

Form of Note

CUSIP NO. _____

December 1, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of September, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of 2.10% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after June 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $3,500,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of acquisition, construction and installation of a new public works building in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-1736 *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of December, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of December, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

RESOLUTION NO. 1644

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 159 (119TH STREET AND MISSION ROAD INTERSECTION), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF THE INTERSECTION OF 119TH STREET AND MISSION ROAD IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1505, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> improvement and reimprovement of sections of 119th Street and Mission Road in the vicinity of the intersection thereof within the City

(the "Project") at an estimated cost of $5,029,204; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 159 (119th Street and Mission Road Intersection), dated April 1, 2001, in the principal amount of $200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1920 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas,

Temporary Notes, Project 159 (119th Street and Mission Road Intersection), in the aggregate principal amount of Two Hundred Thousand Dollars ($200,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 and 2, inclusive, each in the denomination of $100,000. Each of said Notes shall be dated December 1, 2001, shall mature by their stated terms and become due and payable on September 1, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.00 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after June 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and

employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body the 5th day of November, 2001.

(S E A L)

ATTEST:

Martha Heizer, City Clerk

Peggy J. Dunn, Mayor

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 159
(119TH STREET AND MISSION ROAD INTERSECTION)

Form of Note

CUSIP NO. _____

December 1, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of September, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of 2.00% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after June 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $200,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of sections of 119th Street and Mission Road in the vicinity of the intersection thereof in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of December, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of December, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

RESOLUTION NO. 1645

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 177 (LEE BOULEVARD - 103RD STREET TO 105TH STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF LEE BOULEVARD BETWEEN 103RD STREET AND 105TH STREET IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1886, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> improvement and reimprovement of a section of Lee Boulevard between 103rd Street and 105th Street within the City of Leawood

(the "Project") at an estimated cost of $1,295,097; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 177 (Lee Boulevard - 103rd Street to 105th Street), dated April 1, 2001, in the principal amount of $1,100,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1920

(the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem ad pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 177 (Lee Boulevard - 103rd Street to 105th Street), in the aggregate principal amount of One Million One Hundred Thousand Dollars ($1,100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 11, inclusive, each in the denomination of $100,000. Each of said Notes shall be dated December 1, 2001, shall mature by their stated terms and become due and payable on September 1, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.00 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after June 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security of the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon

all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body the 5th day of November, 2001.

(SEAL)

ATTEST:

Peggy J. Dunn, Mayor

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 177
(LEE BOULEVARD - 103RD TO 105TH STREET)

Form of Note

CUSIP NO. _____

December 1, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of September, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of 2.00% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after June 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $1,100,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of Lee Boulevard between 103rd Street and 105th Street in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-687, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of December, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of December, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

RESOLUTION NO. 1646

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 178 (133RD STREET - STATE LINE ROAD TO MISSION ROAD), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $700,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133RD STREET FROM STATE LINE ROAD TO MISSION ROAD IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1525, as amended by Resolution No. 1638, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> construction of 133rd Street from the intersection of said street with State Line Road to the intersection of said street with Mission Road

(the "Project") at an estimated cost of $3,249,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 178 (133rd Street - State Line Road to Mission Road), dated April 1, 2001, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1920 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 178 (133rd Street - State Line to Mission Road), in the aggregate principal amount of Seven Hundred Thousand Dollars ($700,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 7, inclusive, each in the denomination of $100,000. Each of said Notes shall be dated December 1, 2001, shall mature by their stated terms and become due and payable on September 1, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.00 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after June 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original

purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not first payable from special assessments, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or

advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body the 5th day of November, 2001.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 178
(133RD STREET - STATE LINE ROAD TO MISSION ROAD)

Form of Note

CUSIP NO. _____

December 1, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of September, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of 2.00% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after June 1, 2002 , by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $700,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of 133rd Street between State Line Road and Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of December, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of December, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

RESOLUTION NO. 1647

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 179 (133RD STREET - MISSION ROAD TO ROE AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $400,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133RD STREET FROM MISSION ROAD TO ROE AVENUE IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1524, as amended by Resolution No. 1639, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> construction of 133rd Street from the intersection of said street with Mission Road to the intersection of said street with Roe Avenue

(the "Project") at an estimated cost of $1,229,300; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 179 (133rd Street - Mission Road to Roe Avenue), dated April 1, 2001, in the principal amount of $400,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No.1920 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

Section 1. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 179 (133rd Street - Mission Road to Roe Avenue), in the aggregate principal amount of Four Hundred Thousand Dollars ($400,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

Section 2. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 4, inclusive, each in the denomination of $100,000. Each of said Notes shall be dated December 1, 2001, shall mature by their stated terms and become due and payable on September 1, 2002. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 2.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after June 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original

purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section 3. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not first payable from special assessments, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section 4. Form of Notes. Each of said Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section 5. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to UMB Bank, N.A., the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section 6. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section 7. Remedies. The provisions of the Note Ordinance and this Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the owners of the Notes. The owner or owners of any of the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;

(b) by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise. No one or more owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

Section 8. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or

advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body the 5th day of November, 2001.

(SEAL)

ATTEST:

Peggy J. Dunn, Mayor

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 179
(133RD STREET - MISSION ROAD TO ROE AVENUE)

Form of Note

CUSIP NO. _____

December 1, 2001

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of September, 2002, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of 2.00% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after June 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

The City of Leawood, Kansas, is held and firmly bound by these presents, and its faith and credit are hereby irrevocably pledged for the prompt payment of said principal and interest at maturity.

This note is one of a series of notes in the aggregate principal amount of $400,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of 133rd Street between Mission Road and Roe Avenue in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, *et seq.*, and all acts amendatory thereto.

It is hereby declared and certified that all acts, proceedings and conditions and things required to be done and to exist precedent to the issuance of this note have been properly had, done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas; that this note is negotiable and constitutes a general obligation of said City; that this note does not exceed the actual cost and expense of said improvements; and that the total indebtedness of the City of Leawood, Kansas, including this note, does not exceed any statutory or constitutional limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of December, 2001.

_____
Peggy J. Dunn, Mayor
City of Leawood, Kansas

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

(SEAL)

This temporary note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Johnson County, Kansas, do hereby certify that the within Temporary Note of the City of Leawood, Johnson County, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of December, 2001.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the _____ day of _____, 2001.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

RESOLUTION NO. 1648

The Leawood Governing Body has considered the request for approval of final plat, for Pinnacle III, located at approximately 115th and Tomahawk Creek Parkway, Leawood, Johnson County, Kansas.

WHEREAS, the Comprehensive Plan designates this property as Office, and;

WHEREAS, the project is limited to one lot and one tract on 8.80 acres, and;

WHEREAS, the project will be limited to one building with a total area of 136,222 sqft. and an F.A.R. of 0.36, and;

WHEREAS, there is a parking deck that contains 176 parking spaces n the lower level and 145 parking spaces on the upper level for a total of 321 parking spaces, and;

WHEREAS, the parking setback is 15 ft. on the south and east side of the R.O.W. of 114th Street, and;

WHEREAS, the existing trees, located in the not cut zone, along the west side of 114th Street shall be counted as street trees, and;

WHEREAS, the plat is in substantial compliance with the preliminary plat, and;

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The project is limited to one, five story office building consisting of 136,222 sqft. on 8.80 acres (.36FAR).
2. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 X 136,222 = $13,622.20).
3. The developer shall dedicate the R.O.W. for and construct 114th Street from 115th Street to the northeast corner of the Pinnacle III property.
4. The applicant shall provide a revised landscape plan sealed by a Kansas Registered Landscape Architect for review and approval of Planning Staff that includes the following additional information: landscaping on the upper level of the parking garage, berms that will be along the south and east side of 114th Street and additional landscaping around the parking garage and along the south and east side of 114th Street.
5. Existing trees saved within the tree preservation areas and no cut zones may be credited toward the minimum number of street trees required, provided that such trees are a minimum 4 inch caliper as measured 4 1/2 feet above ground for medium and large deciduous species, or 3 feet in height for ornamental and evergreen species. All existing plant material saved shall be healthy and free of mechanical injury. If the existing trees within the no cut zone are damaged or judged to be no longer viable by the City of Leawood, the developer must replace these trees with approved street trees at a rate of 1 street tree per 40 linear feet.
6. The Pinnacle development shall be responsible for the maintenance of the pedestrian paths within the development, including the 8' hike / bike trail along the east property line.
7. A 15 ft. minimum parking setbacks shall be allowed between the parking lot and the R.O.W. along the south and east side of 114th Street, based on the amount of green space to be left for a residential buffer on the north and west side of 114th Street.
8. All landscaped areas shall be irrigated.

9. All downspouts are to be enclosed.
10. All roof top units must be screened from view.
11. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or a wall. This includes air conditioner units, etc.
12. All utilities must be placed underground.
13. The parking lot light fixtures shall be Gardco Pole Light #MA2213H-250MH-MT-VP-LP with #RAS-25L-AF-D1-VP pole to match the light fixtures approved for Pinnacle I.
14. The signs for multiple tenants will be designed so as to be harmonious with the character of the architecture of Pinnacle II and III and shall be visually harmonious with all other signage exiting on the building in size, style, material and color. The maximum size of any wall sign shall be 200 sqft. with a maximum letter height of 3'.
15. A sign permit from the Planning Services Division must be obtained prior to erection of any signs.
16. The developer shall provide street trees along 114th Street at a rate of 1 tree per 40 linear ft., except as noted in stipulation 6.
17. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
18. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through eighteen.

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 5th day of November, 2001.

Signed by the Mayor this 5th day of November, 2001.

[SEAL]

ATTEST:

Peggy Dunn, Mayor

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

August 20, 2001

To: Diane Binckley, Planning & Development Director

From: David Ley, P.E., City Engineer, Public Works Department DWL

Re: Preliminary Site Plan, Pinnacle Corporate Center III, Case No. 45-01

The Public Works Department has reviewed the Preliminary site plan for the referenced project and would like to make the following additional stipulations part of the plat approval process.

- Eliminate the Public Storm Sewer Easements on Lot 1.

If you have any questions regarding this matter, please feel free to contact me at extension 134.

cc: Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

RESOLUTION NO. 1649

The Leawood Governing Body has considered the request for revised final site plan, for City of Leawood Public Works Facility, located at 14303 Overbrook Road, Leawood, Johnson County, Kansas.

WHEREAS, the City of Leawood, ['Applicant'] submitted a request for a revised final site plan, for real property located at 14303 Overbrook Road; and

WHEREAS, the public works facility appeared before the Planning Commission on October 23, 2001, and presented such requests for approval; and

WHEREAS, the revised final site plan was in substantial compliance with the preliminary site plan, and;

WHEREAS, the proposed revision to allow for a salt dome is 361 square feet larger than the original salt building, and;

WHEREAS, the dome will be constructed in the same location as the original salt building and with the same materials, and;

WHEREAS, the new design will not have an adverse affect on the adjoining properties, and;

WHEREAS, the Planning Commission reviewed the application and recommended the following reasons for denial:

1. The structure is not in keeping with the remainder of the site aesthetically.
2. The cost differential is not a Planning Commission issue, but a City Council issue and is not a reason for abandoning the original design.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, November 5, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the professional Planning Staff's recommendation, and reviewing applicable laws, the Governing Body, denied the Planning Commission recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and overrules the Planning Commission's recommendation of denial for said final site plan for a salt dome.

Adopted by the Governing Body this 5th day of November, 2001.

Signed by the Mayor this 5th day of November, 2001.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

revised by Res. 1661

RESOLUTION NO. 1650

The Leawood Governing Body has considered the request for approval of preliminary site plan and preliminary plat for Leawood Market Center, located at the southwest corner of 135th and Kenneth Parkway, Leawood, Johnson County, Kansas.

WHEREAS, Leawood Market Center, ['Applicant'] submitted a request for a preliminary site plan and preliminary plat, for real property located at the southwest corner of 135th and Kenneth Parkway; and

WHEREAS, Leawood Market Center appeared before the Planning Commission on October 23, 2001, and presented such requests for approval; and

WHEREAS, the Comprehensive Plan designates this property as Retail, and;

WHEREAS, the property is zoned CP-2 (Planned General Retail), and;

WHEREAS, the project is limited to 6 lots on 15.30 acres, and;

WHEREAS, the project will be limited to 7 buildings with a total square footage of 116,400 sqft. and an F.A.R. of 0.17 and;

WHEREAS, pedestrian connections have been incorporated throughout the development, and;

WHEREAS, the buildings have been oriented to relate to one-another, and;

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The development is limited to 6 lots with 116,400 square feet of building area and an F.A.R. of 0.17.
2. At the time of final site plan, a sign concept, full landscape plans, final architecture plans, final design guidelines, additional information about the plaza courtyard areas, pedestrian connections, and covenant/deed restrictions must be submitted. These will be reviewed to ensure compatibility with the Leawood Development Ordinance Special Development Overlay Districts and the 135th Street Corridor Guidelines.
3. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot of finished floor area.
4. Each lot of the development is required to pay a public art fee in the amount of $.10 / square foot of finished floor area or have a piece of public art approved by the Arts Council and the Plan Commission prior to building permit.
5. The applicant is responsible for K-150 impact fee in the amount of $1.34/ square foot (retail) of finished floor area.
6. The lighting plans and fixtures must be included in the design guidelines at final application.
7. The trash enclosure locations and material shall be indicated at final. These shall be attached to the exterior of the building with a material similar to the building. All gates shall be metal.
8. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required at final application.
9. A materials board must be submitted at the time of final site plan application. These boards will remain with the Planning Staff throughout the construction of the project.
10. The applicant must obtain all approvals and permits from the Public Works Department, per the attached public works memo, prior to recording the plat.

11. All power lines, etc. are required to be underground and must be done at the time of widening 135th Street, and prior to final occupancy of any building within the project.
12. The traffic circulation's safety and propriety must be considered.
13. A cross lot parking agreement shall be recorded.
14. A three-foot berm / landscape screen is required around the perimeter of the parking lot adjacent to 135th Street, Kenneth Parkway, and Kenneth Road.
15. This preliminary plan approval shall lapse in five years, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
16. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through sixteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, November 5, 2001; and

WHEREAS, the Governing Body continued the case to November 19, 2001 for further review of the impact fees and the alignment of 137th Street and Kenneth Road; and

WHEREAS, after considering the Planning Commission's recommendation, and the additional information, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and preliminary plat.

Adopted by the Governing Body this 19th day of November, 2001.

Signed by the Mayor this 19th day of November, 2001.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

October 17, 2001

To: Diane Binkley, Director of Planning

From: David Ley, P.E., City Engineer DWL

Re: Leawood Market Center, Case N0. 09-01

The Public Works Department has reviewed the preliminary submittals for the referenced project and would like to make the following stipulations part of the approval process:

- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department Public Improvement Construction Standards (Revised March 2001) and the City's Stormwater Management Ordinance (Ordinance No. 1839 C).

- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The building permit for the on-site improvements will not be issued by the Building Official, and the plat will not be released for recording until all permits from Public Works Department have been obtained by the Contractor and all other platting requirements have been met.

137th Street:
Planning Commissioner Henderson requested Public Works to review the location of future137th Street and where it would connect with Kenneth Road. The original plan for the frontage roads (133rd Street and 137th Street) was prepared by HNTB in the 1980's. The plan indicated that 137th Street would terminate at Kenneth Road midway between 135th Street and Kenneth Parkway. Public Works has worked with Bucher, Willis & Ratliff and determined that relocating 137th Street to connect directly to Kenneth Parkway, at the current intersection of Kenneth Road and Kenneth Parkway, is a better option for traffic flow since 137th Street will carry more traffic then Kenneth Road (see enclosed drawing). This would require the removal of 700 lf of Kenneth Road and reconstructing a portion of Kenneth Road to connect to the proposed 137th Street. The realignment of Kenneth Road and 137th Street should be completed when 137th Street is constructed to the west and these improvements should be paid for by the developer. The current alignment of Kenneth Road functions as needed for this development.

Storm Drainage Study:
Attached are my comments addressed to the engineers that submitted the report.

Traffic Study:
Attached are the comments from Bucher, Willis & Ratliff. The traffic study will need to be updated to reflect their comments and to reflect the changes in the site plan submitted October 17, 2001.

RESOLUTION NO. 1651

The Leawood Governing Body has considered the request for approval of preliminary site plan and preliminary plat, for Mission Farms, located at approximately 105th and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, Mission Farms, ['Applicant'] submitted a request for a preliminary site plan and preliminary plat, for real property located at approximately 105th and Mission Road; and

WHEREAS, Mission Farms appeared before the Planning Commission on October 23, 2001, and presented such requests for approval; and

WHEREAS, the Comprehensive Plan designates this property as Mixed Use, and;

WHEREAS, the project will be limited to six buildings with a total square footage of 329,700 sqft., and an F.A.R. of 0.28, and;

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The development is limited to 6 buildings of 329,700 sqft. on one lot for an F.A.R. of 0.28.
2. The development shall maintain a minimum parking setback of 220' and a minimum building setback of 490' from the Leawood Estates single-family subdivision to the east.
3. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Plan Commission at final plan.
4. The developer is responsible for $200.00 per linear front foot for improvements to Mission Road.
5. A Park Impact of Fee of $300.00 per unit and $0.10/square foot of office / retail is required.
6. The applicant is responsible for an impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10 / square foot of finished floor area.
7. The applicant shall construct the future parking decks if it is determined by the City of Leawood that parking is insufficient to serve the development.
8. A landscaped berm a minimum of 3' in height must be constructed between the proposed parking areas and the Leawood Estates single-family subdivision and / or any public rights-of-way.
9. All landscape areas are to be irrigated.
10. All downspouts on commercial buildings are to be enclosed.
11. All roof top units must be screened from view.
12. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or wall. This includes air conditioner units, etc.
13. Sign design and calculations will be required at final.
14. The lighting plans and fixtures must be included in the final application.
15. A more detailed landscape plan must be submitted with final documents
16. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required at final application.
17. Materials board must be submitted at the time of final site plan application.
18. The applicant / developer at final application shall demonstrate to City staff that a City fire truck can circulate throughout the entire site to provide fire protection.

19. The applicant / developer shall work with the City of Leawood's Public Works Department to ensure stormwater drainage from the site will not have an adverse impact on any of the residential lots within the Leawood Estates single-family subdivision to the east.
20. The applicant must obtain all approvals and permits from the Public Works Department, per the attached public works memo, prior to recording the plat.
21. This preliminary plan approval shall lapse in five years, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
22. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-two.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, November 19, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, reviewing applicable laws, and hearing comments from area residents, the Governing Body, approved the recommendation excluding the roundabout and adding one stipulation:

1. The installation of any and all traffic control devices at the intersection be submitted to the Governing Body for final approval, and that the developer participate in the cost of construction of a traffic control device if one was deemed necessary.

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and preliminary plat.

Adopted by the Governing Body this 19th day of November, 2001.

Signed by the Mayor this 19th day of November, 2001.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

March 22, 2001

To: Diane Binckley, Planning & Development Director

From: David Ley, P.E., City Engineer, Public Works Department DL

Re: Preliminary Site Plan and Plat
Mission Farms Commercial, Case No. 36-01

The Public Works Department has reviewed the preliminary site plan and plat for the referenced project and would like to make the following stipulations part of the plat approval process.

PRELIMINARY SITE DEVELOPMENT PLAN

- Label and clearly identify the width of all existing and proposed streets and all existing and proposed street right-of-way.
- Proposed entrances shall be constructed in accordance with the City of Leawood Public Improvement Construction Standards.
- Indicate the width and radius of the curb returns of all entrances.
- The roundabout entrance shall have a 12-foot wide traffic lane plus an 8-foot wide parking lane (excluding curb and gutter) on both sides of the island to allow passage of an emergency vehicle while a car is parked at the entrance per AASHTO Geometric Design requirements.
- The storm drainage study has been submitted and reviewed. Outstanding storm drainage issues will need to be addressed prior to final plat approval.
- Revise your Traffic Impact Analysis to include an analysis of the impacts a "roundabout" will have on traffic patterns and compare and contrast the benefits of a roundabout to a traditional signalized intersection. Submit your Traffic Impact Analysis to Bucher Willis & Ratliff for review and coordination with the City Wide Comprehensive Traffic Study and to the City of Overland Park for their review and approval.
- A SIDRA Traffic Analysis shall be performed on the roundabout and the results submitted to the City of Overland Park Department of Public Works prior to final approval of the plans.
- Relocate the existing curb inlets located immediately north of the roundabout to within the curb returns.
- Construct a 5-foot wide sidewalk along the east side of Mission Road from 105th St to Lee Blvd.
- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The building permit for the project will not be issued by the Building Official and the plat will not be released for recording until all permits from the Public Works Department have been obtained by the Contractors and all other requirements have been met.
- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department, Public Improvement Construction Standards (Revised March 2001)
- The permit fee for plan review and construction observation services for public improvements provided by the Engineering/Design Division of the Public Works Department shall be 5% of the construction cost for street and storm drainage improvements. The fee will be charged and collected from the Contractor at the time the permit is issued by the Public Works Department.

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- A separate set of construction plans for public streets, public storm sewers, and street lights, to be constructed in conjunction with this development, shall be prepared and submitted for review and approval to the Engineering Division of the Public Works Department. A separate set of these plans shall also be submitted to the City of Overland Park Public Works Department for their review and approval.
- The proposed pond, open channel and storm sewers conveying runoff from the development shall be private and maintained by the property owner.
- The first drive north of the proposed roundabout shall be right-in/right-out only. Extend north roundabout island to 105th Street.
- Revise the curb returns in the roundabout entrance to show a tie into the existing curb.
- Call out the limits of the highway right-of-way on the plans and plat.
- Clearly label all on-site and off-site existing and proposed contours.
- Show a berm in the southeast corner of the site to protect property owners to the east from the 100-year event through the 5' x 7' RCB.
- Clarify that the limits of the proposed flood zone is shown per the Federal Emergency Management Agency LOMAR onsite and on the east side of the project. The elevations shown on the plan do not correlate with the LOMAR.

PRELIMINARY PLAT

- Dedicate additional right-of-way along the east and west side of Mission Road to accommodate the proposed roundabout.
- Provide a 15-foot utility easement for all proposed sanitary sewers.
- Clarify where the limits of "Flood Zone X" are.
- Show the existing and proposed floodplain on the plat.
- Low opening elevations must be established for all structures located within the floodplain and shown on the plat.
- Revise the language regarding landscaping within the sight triangle.
- Describe the purpose and extent of Tract C

If you have any questions regarding this matter, please feel free to contact me at extension 132.

cc: Public Works Book
File

RESOLUTION NO. 1652

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Town Center Plaza Phase 3, located at approximately 117th and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Town Center Plaza, ['Applicant'] submitted a request for a preliminary site plan, for real property located at approximately 117th and Nall Avenue; and

WHEREAS, Town Center Plaza appeared before the Planning Commission on October 23, 2001, and presented such requests for approval; and

WHEREAS, The project is not in substantial compliance with the original preliminary site plan adopted by the City of Leawood based on a 7,321 square foot increase in the building area; and

WHEREAS, the third phase consists of 26,579 square feet; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The building is limited to 26,579 square feet.
2. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
3. A revised landscape plan signed and sealed by a Kansas registered Landscape Architect, shall be provided at final.
4. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
5. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase "screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
6. All downspouts shall be enclosed.
7. The applicant must obtain all approvals and permits from the Public Works Department.
8. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 26,579 = $2,657.90) prior to issuance of a building permit.
9. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through nine.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, November 19, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 19th day of November, 2001.

Signed by the Mayor this 19th day of November, 2001.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

2002 FEE SCHEDULE

CITY OF LEAWOOD

City of Leawood, Kansas
4800 Town Center Drive
Leawood, Kansas 66211

RESOLUTION NO. 1653

A RESOLUTION ESTABLISHING THE 2002 FEE SCHEDULE FOR FEES NOT SPECIFICALLY PROVIDED FOR IN THE CODE OF THE CITY OF LEAWOOD, 2000, AND RESCINDING RESOLUTION NOS. 1583 AND 1591.

WHEREAS, the Code of the City of Leawood, 2000, omits certain fee schedules for reasons of economy and expediency; and

WHEREAS, the City Administrator is, by Section 1-701 of the Code of the City of Leawood, 2000, authorized to make fee adjustments as necessary from time to time, and annually report to the Council amounts at which such fees are established.

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

Section One:

That the following fee schedule for 2002 is hereby amended to read as follows:

2002 FEE SCHEDULE

CITY OF LEAWOOD

CITY-WIDE 4

Miscellaneous City-wide Fees 4

Department Publications/Report Fees 4
Open Records Act Fees 4

FINANCE DEPARTMENT 4

Licensing of Dogs and Cats 4

Penalties 4

Finance Charges 4

Worthless Check Fees 4

FIRE DEPARTMENT 4

Fees for Permits 4

PUBLIC WORKS DEPARTMENT 5

Fees for Construction, Alterations and Remodeling 5

Construction Permit Fees 5
Subcontractor Fees 5
Structural Fire Sprinkler Permit Fee 5
Plan Review Fees 5
Land Disturbance Permit Fees 6
Miscellaneous Construction, Floodplain, and Administrative Fees 6

FEES FOR SIDEWALKS, DRIVE APPROACHES AND STREETS 7

Sidewalks 7
Drive Approaches 7
Streets 7

Fees for Back Charge Recovery Costs - Mud Ordinance 7

Activities 7
Additional Labor 7

Fees for Miscellaneous Public Works Activities 7

Blasting Application 7
Inspection Fees 8
Publications Fees 8

PLANNING & DEVELOPMENT DEPARTMENT 8

Fees for Zoning Procedures 8

Residential (RP-A to RP-4) 8
Office (CP-0) 8
Commercial (CP-1 to CP-2) 8
Recreation 8
Industrial (PI) 8
Business Park (BP) 8
Special Development (SD) 8
Mixed Zoning 8
Conditional Use Permits 9
Special Use Permits (Except Gas and Oil Permits) 9
Leawood Development Ordinance 9
Other Plan Approvals 9
Streets, Utility Vacation 9

Fees for Subdivision Regulation Procedures 9

Submission 9
Costs to Develop Arterial and Collector Streets 9

Fees for Sign Permit 9

3 Month Permit Temporary Sign 9
15 Day Permit Temporary Sign (Banners) 9
Monument Signs/Structures 9
Permanent Sign - Wall Sign 9
FEES FOR PLANNING & DEVELOPMENT PUBLICATIONS 9

POLICE DEPARTMENT 10

Alarm System Fees 10

System Registration Fees 10
False alarm penalties - Residential and Commercial Systems 10

Miscellaneous Fees 10

Records Copying 10
Animal Control 10

PARKS AND RECREATION DEPARTMENT 11

Fees for Lessons, Leagues and Classes 11

Miscellaneous Park and Recreation Fees 11

Fees for PARK Facility Rental 11

2002 FEE SCHEDULE

CITY OF LEAWOOD

FEES FOR POOL 11
Daily 11
Pool Membership 11
Fees for community center Rentals 12

IRONHORSE GOLF COURSE 13

Golf Course Fees 13
Daily Fees: 13
Non-Prime Time 13
Prime Time 13
Golf Car 13
Learning Center Fees 13
Practice tee 13
Practice Holes 13
Lessons 13
Practice Card 13
Ten Play Card 13
IRONHORSE Golf Association 13
Triple crown membership 13
Conductors Club 14
Corporate Membership 14
Special Events 14
Starting Time Tournaments - 4 to 20 Players 14
Starting Time Tournaments - 20 or more Players 14
Modified Shotgun Start Tournaments 14
Shotgun Start Tournaments 14

CITY-WIDE

MISCELLANEOUS CITY-WIDE FEES

Department Publications/Report Fees

Publications/reports (Other than those specifically mentioned herein) ..... individually determined based on printing costs

Open Records Act Fees

Record search/record inspection ..... $15.00 -$25.00 per hour per employee engaged in record search (minimum of $15.00)
Police Department /Fire Department copy fee ..... $1.50 per page
All other departments copy fee ..... $0.50 per page
Copy Fee for 24" x 36" $2.50
Video Tape Copying $25.00
City of Leawood Code Book $35.00
Reproduction of Audio Tapes $10.00

FINANCE DEPARTMENT

LICENSING OF DOGS AND CATS

Sexually altered dog/cat ..... $5.00 each
Unaltered dog/cat ..... $15.00 each
Lost tag replacement ..... $2.00 each

Penalties

License renewal fees are due January 1 and payable without penalty before March 1. A $5.00 penalty will be assessed on March 1 and the 1st of each delinquent month thereafter. The owner of any dog or cat reaching six months of age on or after March 1 shall have ten days from the day the animal becomes six months old to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty days delinquent will be assessed in addition to the normal license fee. Any person bringing a dog or cat over six months old into the City on or after March 1 shall have thirty days from the day the animal is brought into the City to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty days delinquent will be assessed in addition to the normal license fee

FINANCE CHARGES

Worthless Check Fees

Fee for worthless check $30.00

FIRE DEPARTMENT

FEES FOR PERMITS

Open Burning Permit $100.00
Reissuance of Blasting Permit $100.00
All other permits as listed in the Uniform Fire Code $50.00

PUBLIC WORKS DEPARTMENT

FEES FOR CONSTRUCTION, ALTERATIONS AND REMODELING

Construction Permit Fees

All construction permit fees for all building and construction projects shall be based upon the valuation of work to be permitted and figured in accordance with the Construction Permit Fee Table. Total valuation of work shall be established in conformance with Chapter 4 of the Code of the City of Leawood. The valuation of new one and two family projects shall be established in conformance with the Building Valuation Data Table for good construction as published in the May – June 2001 issue of International Conference of Building Officials' Building Standards. See attached table.

TOTAL VALUATION	FEE
$0.00 to $500.00	*$23.50*
$501.00 to $2,000.00	*$23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2,000.00*
$2,001.00 to $25,000.00	*$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00*
$25,001.00 to $50,000.00	*$391.75 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00*
$50,001.00 to $100,000.00	*$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00*
$100,001.00 to $500,000.00	*$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00*
$500,001.00 to $1,000,000.00	*$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00*
$1,000,001.00 and up	*$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof*

Subcontractor Fees

All mechanical, electrical, and plumbing subcontractor fees shall be figured in accordance with the Subcontractor Permit Fee Table.

TYPE OF SUBCONTRACTOR FEE	FEE
New commercial and multi-family subcontractor fees (non-one and two family)	*4% of construction permit fee ($200.00 minimum) per subcontractor*
Existing commercial and multi-family subcontractor fees (non-one and two family)	*3% of construction permit fee ($150.00 minimum) per subcontractor*
New one and two family subcontractor fees	*$100.00 per subcontractor*
Existing one and two family subcontractor fees	*$40.00 per subcontractor*

Structural Fire Sprinkler Permit Fee

All structural fire sprinkler permit fees shall be figured in accordance with the Structural Fire Sprinkler Permit Fee Table.

TYPE OF STRUCTURAL FIRE SPRINKLER FEE	FEE
Commercial and multi-family fire sprinkler permit fee (non-one and two family)	*$0.04 per square foot ($200.00 minimum)*
One and two family fire sprinkler permit fee	*$0.02 per square foot ($50.00 minimum)*

Plan Review Fees

All plan review fees shall be figured in accordance with the Plan Review Fee Table.

TYPE OF PLAN REVIEW FEE	FEE
New commercial and multi-family plan review fees (non-one and two family)	*65% of total permit fee (including construction permit fee, subcontractor fees, and structural fire sprinkler fee)*
Existing commercial and multi-family plan review fees (non-one and two family)	*25% of total permit fee (including construction permit fee, subcontractor fees, and structural fire sprinkler fee)*
New one and two family plan review fees	*10% of construction permit fee*

Land Disturbance Permit Fees

Land disturbance permits required pursuant to Chapter 31 of the Code of the City of Leawood shall be figured in accordance with the Land Disturbance Permit Fee Table.

TYPE OF LAND DISTURBANCE PERMIT FEE	FEE
One and two family projects	*$50.00 per lot*
Commercial and multi-family projects	*$300.00 per disturbed acre ($300.00 minimum)*
Grading, filing and excavation projects	*$200.00 per distributed acre ($200.00 minimum)*

Miscellaneous Construction, Floodplain, and Administrative Fees

Miscellaneous construction and administrative fees shall be figured in accordance with the Miscellaneous Construction and Administrative Fees Table.

TYPE OF FEE	FEE
Demolition of commercial and multi-family (non-one and two family) structure fee	*$200.00 per structure*
Demolition of one and two family structure fee	*$100.00 per structure*
Moving of structure fee	*$500.00 per structure*
Commercial and multi-family (non-one and two family) elevator permit	*$300.00 per each piece of elevator equipment*
One and two family elevator permit	*$100.00 per each piece of elevator equipment*
Elevator equipment annual operating certificate	*$100.00 per each piece of elevator equipment*
Board of Zoning Appeals Application	*$150.00 per application*
Building and Fire Code Board of Appeals applications for commercial and multi-family (non-one and two family) projects	*$150.00 per application*
Building and Fire Code Board of Appeals applications for one and two family projects	*$75.00 per application*
Code Modification Request applications for commercial and multi-family (non-one and two family) projects	*$150.00 per application*
Code Modification Request applications for one and two family projects	*$75.00 per application*
Re-inspection fee for commercial and multi-family (non-one and two family) projects	*$60.00 per inspection*
Re-inspection fee for one and two family projects	*$30.00 per inspection*
Temporary Certificate of Occupancy for commercial and multi-family (non-one and two family) projects	*$100.00 after first Temporary Certificate of Occupancy*
Temporary Certificate of Occupancy for one and two family projects	*$50.00 after first Temporary Certificate of Occupancy*
Special inspection after normal business hours	*$50.00 per hour ($100.00 minimum)*
Working without a required construction permit	*25% of construction permit fee ($50.00 minimum)*
Re-instatement of expired permit	*50% of original permit fee*
Floodplain Certificate for commercial and multi-family (non-one and two family) projects	*$250.00 per certificate*
Floodplain Certificate for one and two family projects	*$100.00 per certificate*
Annual single family dwelling rental license	*$75.00 per dwelling*
Annual apartment rental license	*$20.00 per unit*
Rental inspection fee	*$10.00 per inspection*
Code enforcement initiated mowing fee	*$200.00 per hour ($200.00 minimum)*
Special Use Permit for oil and gas drilling and production	*$800.00 each*
Building permit for one oil and gas drilling and production well	*$500.00 each*
Building permit for multi oil and gas drilling and production well	*$1,000.00 each*
Estate sale permit	*$25.00 each*
Massage Business License (each establishment)	*$150.00 per year*
Massage Therapist License (each individual)	*$75.00 per year*

FEES FOR SIDEWALKS, DRIVE APPROACHES AND STREETS

Sidewalks

Residential Interior Lots Fees (one and two family) ..... *$75.00 each collected by Codes Administration*
Residential Corner Lots Fees (one and two family) ..... *$75.00 each collected by Codes Administration*

Drive Approaches

Residential Fees ..... *$75.00 each*

Streets

For any permit issued under the provisions of Article 3 of Chapter 13
(use and excavation of public right-of-way, irrigation lines installation, driveway repair and sidewalks installation and repair) ..... *$75.00 each*
Maintenance bond ..... *100% of construction cost for 2 years*
Open cut in pavement permit ..... *See Appendix 1*
Street name signs material and installation ..... *$110.00 per intersection*
All other miscellaneous street signs ..... *100% of material and installation*

FEES FOR BACK CHARGE RECOVERY COSTS - MUD ORDINANCE

This is not a service. Back charge work will be done only with the approval of the Director or the Assistant Director of Public Works.
Cost is for workers and/or equipment. There will be a two-hour minimum charge. Transportation to the job site will be charged at the same rate.

Activities

Worker with hand tool only ..... *$40.00 per hour*
Pick-up truck with driver ..... *$70.00 per hour*
Dump truck with driver ..... *$100.00 per hour*
Sweeper with operator ..... *$120.00 per hour*
Jet rodder with operator ..... *$120.00 per hour*
Back hoe with operator ..... *$120.00 per hour*
Bobcat, pick-up, trailer and hand tools with operator ..... *$120.00 per hour*
Loader with operator ..... *$120.00 per hour*

Additional Labor

Maintenance Worker I (per person) ..... *$25.00 per hour*
Maintenance Worker II (per person) ..... *$30.00 per hour*
Crew Leader (per person) ..... *$40.00 per hour*
Supervisor (per person) ..... *$50.00 per hour*
Construction Inspector (per person) ..... *$50.00 per hour*
Heavy Equipment Operator (per person) ..... *$35.00 per hour*

FEES FOR MISCELLANEOUS PUBLIC WORKS ACTIVITIES

Blasting Application

Blasting Application ..... *$300.00 each*
Re-issuance of Blasting Permit ..... *$100.00 each*

Inspection Fees

Review and inspection of public improvements by private developers ..... *5% of total construction cost for each type of permit issued*

Publications Fees

Construction Standards Book ..... *$30.00 each*

PLANNING & DEVELOPMENT DEPARTMENT

FEES FOR ZONING PROCEDURES

Applicant is responsible for the cost of publishing rezoning, preliminary plat or special use permit Notice of Hearing. Applicant is responsible for the cost of publishing rezoning, special use permit, or vacation ordinance following City Council approval, and for the cost of recording plats. Applicant shall be responsible for paying a late fee in the amount of $500.00 if an application for action by the Plan Commission is submitted to the City after the deadline for submissions has expired.

Residential (RP-A to RP-4)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	*$400.00*	*$400.00*	*$400.00*
Tract size 5+ acres	*$500.00*	*$400.00*	*$400.00*

Office (CP-0)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	*$600.00*	*$600.00*	*$400.00*
Tract size 5+ acres	*$800.00*	*$600.00*	*$400.00*

Commercial (CP-1 to CP-2)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	*$600.00*	*$600.00*	*$400.00*
Tract size 5+ acres	*$800.00*	*$600.00*	*$400.00*

Recreation

	Rezoning Fee	Prelim. Plan	Final Plan
Any tract size	*$600.00*	*$600.00*	*$400.00*

Industrial (PI)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	*$800.00*	*$600.00*	*$400.00*
Tract size 5+ acres	*$1,000.00*	*$600.00*	*$400.00*

Business Park (BP)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	*$800.00*	*$600.00*	*$400.00*
Tract size 5+ acres	*$1,000.00*	*$600.00*	*$400.00*

Special Development (SD)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	*$600.00*	*$600.00*	*$400.00*
Tract size 5+ acres	*$800.00*	*$600.00*	*$400.00*

Mixed Zoning

Combination of any two or more districts

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 10 acres	*$1,000.00*	*$600.00*	*$400.00*
Tract size 10+ acres	*$1,200.00*	*$600.00*	*$400.00*

Conditional Use Permits

Conditional Use Permit ..... *$300.00 each*

Special Use Permits (Except Gas and Oil Permits)

Tract size 0 - 5 acres ..... *$300.00 each*
Tract size 5+ acres ..... *$400.00 each*
Temporary short term, not longer than 10 days ..... *$50.00 each*

Leawood Development Ordinance

Text amendment ..... *$300.00 each*

Other Plan Approvals

Landscape plan ..... *$200.00 each*

Streets, Utility Vacation

Utility vacation ..... *$200.00 each*

FEES FOR SUBDIVISION REGULATION PROCEDURES

Submission

Preliminary Plat Submission ..... *$800.00 minimum plus $2.00 per lot/tract*
Final Plat Submission ..... *$400.00 minimum plus $2.00 per lot/tract*

Costs to Develop Arterial and Collector Streets

Fifty percent (50%) of the cost to develop a local or collector street (residential collector) is established at one hundred ten dollars ($110.00) per foot.
Fifty percent (50%) of the cost to develop a major collector street (primary collector) is established at one hundred thirty dollars ($200.00) per foot.

FEES FOR SIGN PERMIT

3 Month Permit Temporary Sign

5 square feet to 16 square feet ..... *$40.00 each*

15 Day Permit Temporary Sign (Banners)

maximum 4 times a year

Small (up to 32 square feet) ..... *$20.00 each*
Large (33 to 50 square feet) ..... *$50.00 each*

Monument Signs/Structures

All sizes ..... *$200.00 (additional electrical permit required)*

Permanent Sign - Wall Sign

All sizes ..... *$4.00 per sq. ft. (minimum of $25.00) (additional electrical permit required)*

FEES FOR PLANNING & DEVELOPMENT PUBLICATIONS

Comprehensive Plan Book ..... *$25.00 each*
Leawood Development Ordinance ..... *$10.00 each*
Subdivision Regulations ..... *$10.00 each*
Zoning Map- ..... *$1.00 each*
Subdivision Map - ..... *$1.00 each*
Comprehensive Plan Map ..... *$1.00 each*
Leawood Street Plan Map ..... *$1.00 each*

POLICE DEPARTMENT

ALARM SYSTEM FEES

System Registration Fees

Alarm System Registration Fee ..... *$16.00 annually/prorated quarterly*

Yearly Renewal Fee based on the number of false alarms occurring in the previous year:

No false alarms *$4.00*
1 false alarm *$8.00*
2 false alarms *$12.00*
3 or more false alarms *$16.00*

False alarm penalties - Residential and Commercial Systems

0-3 false alarms ..... *No charge*
4-5 false alarms ..... *$50.00 each*
6-7 false alarms ..... *$100.00 each*
8-9 false alarms ..... *$150.00 each*
10 and each subsequent alarm ..... *$200.00 each*

MISCELLANEOUS FEES

Records Copying

Copy fee ..... *$1.50 per page*
Arrest Reports ..... *$7.00 each*
Offense and Accident Reports as well as other papers between 1 and 10 pages ..... *$5.00 each/$1.50 per each additional page*
Video Tape Copying ..... *$25.00 per tape*

Animal Control

Animal Impounds ..... *$7.00 per day*

2002 FEE SCHEDULE

CITY OF LEAWOOD

PARKS AND RECREATION DEPARTMENT

FEES FOR LESSONS, LEAGUES AND CLASSES

World Team Tennis *$30.00**
Road Race (Advanced) *$15.00**
Road Race (Late) *$20.00**
Road Race (Race Day) *$25.00**
**per participant*

Other classes for adults and children are determined by staff, based on supplies and facility cost.

	Resident Fees	Non-resident Fees
Swim Lessons	*$35.00*	*$40.00*
Swim Lessons (Private)	*$16.00*	*$21.00*
Swim Lessons (Semi-private)	*$22.00*	*$27.00*
Dive Lessons	*$35.00*	*$40.00*
Water Exercise/Scuba lessons*	*$30.00-$250.00*	*$40.00-$260.00*
Youth Golf Lessons	*$90.00-$125.00*	*$100.00-150.00*
Adult Golf Lessons	*$110.00*	*$120.00*
Competitive swim (USS fee not inc.)	*$90.00*	*$110.00*
Dive Team	*$120.00*	*$140.00*
Tennis Lessons (30 minutes)	*$25.00*	*$30.00*
Tennis Lessons (1 hour)	*$35.00*	*$40.00*
*Soccer***	*$42.00*	*$52.00*
*T-Ball****	*$45.00*	*$50.00*
Youth Golf League	*$65.00 - $95.00*	*$75.00-$210.00*
Day Camps	*$60.00-$185.00*	*$68.00-$250.00*
Soccer Clinic/Camp	*$80.00-$125.00*	*$80.00-$125.00*

**per event*
***late registration fee of $10.00*
****late registration fee of $5.00*

MISCELLANEOUS PARK AND RECREATION FEES

	Resident Fees	Non-resident Fees
Class Cancellation/Transfer Fee	*$5.00*	*$5.00*

FEES FOR PARK FACILITY RENTAL

	Resident Fees	Non-resident Fees
*Baseball Field Rental**	*$5.00*	*$10.00*
*Tennis Court Rental**	*$5.00*	*$7.00*
*Tennis Court Light Use**	*$1.00*	*$1.00*
*Volleyball Court Rental***	*$35.00*	*$45.00*
Volleyball Court Rental (Tournaments)	*$75.00 per day*	*$125.00 per day*
*Small Shelter Reservations***	*$25.00*	*$35.00*
*Regular Shelter Reservations***	*$35.00*	*$45.00*
*Large Shelter Reservations***	*$45.00*	*$55.00*
Picnic Table Moving	*$10.00*	*$10.00*

**per hour*
***per 5 hours*

FEES FOR POOL

Daily

	Resident Fees	Non-resident Fees
Pool	*$4.00*	*$5.00*

Pool Membership

	Resident Fees	Non-resident Fees
*Family**	*$95.00*	*$143.00*
Individual	*$52.00*	*$82.00*
Senior Citizen (60+)	*$30.00*	*$45.00*
Pool Card	*$5.00 each*	*$5.00 each*
Replacement Card	*$12.00 each*	*$12.00 each*
Reactivate Card	*$3.00*	*$3.00*
5 Visit Ticket	*$18.00*	*$23.00*

**Family = 2 adults and 4 children/$5.00 each additional child*

2002 FEE SCHEDULE

CITY OF LEAWOOD

FEES FOR COMMUNITY CENTER RENTAL *($100.00 REFUNDABLE DEPOSIT REQUIRED ON ALL ROOM RENTALS)*

	Resident Fees	Non-resident Fees	Commercial/Business	Leawood Civic
Oak Room rental (I)	*$35.00 per hr*	*$55.00 per hr*	*$60.00 per hr*	*$30.00 per hr*
Oak Room rental (II)	*$40.00 per hr*	*$60.00 per hr*	*$65.00 per hr*	*$35.00 per hr*
Oak Room rental (I & II)	*$50.00 per hr*	*$70.00 per hr*	*$75.00 per hr*	*$45.00 per hr*
Oak Room rental (I&II) plus kitchen	*$60.00 per hr*	*$80.00 per hr*	*$85.00 per hr*	*$55.00 per hr*
Kitchen Only	*$30.00 per hr*	*$40.00 per hr*	*$40.00 per hr*	*$25.00 per hr*
Kitchen Access Fee	*$30.00 per event*	*$30.00 per event*	*$30.00 per event*	*$30.00 per event*
Maple Room rental	*$35.00 per hr*	*$45.00 per hr*	*$50.00 per hr*	*$25.00 per hr*
Cedar Room rental	*$20.00 per hr*	*$30.00 per hr*	*$35.00 per hr*	*$15.00 per hr*
Walnut Room rental	*$25.00 per hr*	*$30.00 per hr*	*$40.00 per hr*	*$20.00 per hr*
Amphitheater (City Hall)	*$100.00 per event*	*$175.00 per event*	*$200.00 per event*	*$75.00 per event*
Big Screen TV/VCR	*$10.00 per event*	*$10.00 per event*	*$10.00 per event*	*$10.00 per event*
Cordless Microphone	*$10.00 per event*	*$10.00 per event*	*$10.00 per event*	*$10.00 per event*
Podium	*$15.00 per event*	*$15.00 per event*	*$15.00 per event*	*$15.00 per event*
Tables (Rectangular)	*$5.00 per table*	*$5.00 per table*	*$5.00 per table*	*$5.00 per table*
Tables (Round)	*$6.00 per table*	*$6.00 per table*	*$6.00 per table*	*$6.00 per table*
Pipe and Drape	*$75.00 per event*	*$75.00 per event*	*$75.00 per event*	*$75.00 per event*
Dance Floor Rental	*$80.00-$270.00*	*$80.00-$270.00*	*$80.00-$270.00*	*$80.00-$270.00*
Lighted Trees	*$5.00 each*	*$5.00 each*	*$5.00 each*	*$5.00 each*
Alcohol Permit	*$25.00 per event*	*$25.00 per event*	*$25.00 per event*	*$25.00 per event*
Portable Bar	*$10.00 per event*	*$10.00 per event*	*$10.00 per event*	*$10.00 per event*

Clean up Fees ..... $25.00 - $75.00

IRONHORSE GOLF COURSE

GOLF COURSE FEES

Daily Fees:

"Non-Prime Time" includes Monday through Thursday;
"Prime Time" includes Friday, Saturday and Sunday.
The Junior/Senior rates apply only during non-prime time.
The Twilight rates begin at 4:00 PM.

Non-Prime Time

	Resident Fees	Non-resident Fees
18 Hole	*$38.00*	*$45.00*
Junior/Senior 18 Hole	*$27.00*	*$31.00*
Twilight Rate	*$25.00*	*$30.00*

Prime Time

	Resident Fees	Non-resident Fees
18 Hole	*$46.00*	*$53.00*
Twilight Rate	*$29.00*	*$33.00*

Golf Car

18 Hole Golf Car *$15.00*
Twilight Golf Car *$10.00*
Senior Golf Car *$13.00*

LEARNING CENTER FEES

Practice tee

Regular Size Bag *$5.00*
Large Size Bag *$8.00*

Practice Holes

3 Hole Round *$3.00*

Lessons

Private Lessons ..... *$45.00-$60.00 per 45 minutes*

Practice Card

20 large bags of practice balls, unlimited use of 3 hole practice course
2002 Membership *$100.00*

TEN PLAY CARD

For use Monday through Thursday only, holidays are excluded. Rounds of golf are fully transferable, cards will be signed out at desk, and expiration will be one year from date of purchase.
2002 Membership *$425.00*
2002 Membership (Seniors) *$350.00*

IRONHORSE GOLF ASSOCIATION

The IRONHORSE Golf Association signs the player up on the GHIN handicap system. The player will also receive a reduced entry fee to all IRONHORSE sponsored events and a gift from IRONHORSE.
2002 Membership *$40.00*

TRIPLE CROWN MEMBERSHIP

This membership includes the following amenities: Unlimited golf and *golf car; 7-Day advance reservations; One large bag of practice balls per* day; $10.00 guest discount (Monday through Thursday) and Saturday and Sunday after Noon; GHIN handicap service; Gift from IRONHORSE.
2002 Membership *$2,650.00*

2002 FEE SCHEDULE

CITY OF LEAWOOD

CONDUCTORS CLUB

This membership includes the following amenities: Flat rate pricing for members, Monday through Thursday, $40 Daily, $25 Twilight; 7-Day advance tee times; $10 member discount, Friday through Sunday; $10.00 guest discount (Monday through Thursday) and Saturday and Sunday after Noon; GHIN handicap service; Gift from IRONHORSE.

2002 Membership $450.00

CORPORATE MEMBERSHIP

This membership includes the following amenities: unlimited golf and cars for four employees, one large bag of practice balls per day, per employee, $10 guest discount Mon. – Thurs., and Sat. & Sun. after noon, GHIN Handicap Service for four employees, IRONHORSE gifts for four employees, full charging privileges, fully transferable memberships, and a corporate sponsorship sign.

2002 Membership $13,000.00

SPECIAL EVENTS

Starting Time Tournaments - 4 to 20 Players

Non-Prime (Monday – Thursday) $70.00
Prime (Friday – Sunday) $78.00

Starting Time Tournaments - 20 or more Players

Includes 18 hole fee, golf car and professional services. A merchandise allowance of $10.00 per player will be returned to each group for use in the Golf Shop.

Non-Prime (Monday – Thursday) $76.00
Prime (Friday – Sunday) $84.00
$300.00 non-refundable deposit required for this tournament.

Modified Shotgun Start Tournaments

Includes 18 hole fee, golf car, practice balls, $5 credit in the Golf Shop, $15 credit for food and beverage, and professional services.

Modified Shotgun Start ..... $90.00 per player

Shotgun Start Tournaments

Includes 18 hole fee, golf car, practice balls, $10.00 credit in the Golf Shop, $20.00 credit for food and beverage, and professional services.

Shotgun Start ..... $100.00 per player
(Mandatory 120 players required) Additional Players ..... $70.00 per player

$1,000.00 non-refundable deposit required on Shotgun and Modified Shotgun tournaments.

2002 FEE SCHEDULE

CITY OF LEAWOOD

Section Two:

The City Clerk is hereby directed to publish the Resolution once in the official city newspaper.

Section Three:

This Resolution shall become effective January 1, 2002.

Passed by the Governing Body this 3rd day of December, 2001.

Approved by the Mayor this 3rd day of December, 2001.

Peggy J. Dunn, Mayor

(S E A L)

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Appendix
Degradation Costs

Cost per Square Yard for Streets, Overlays and Sealcoats X Depreciation Rate X Area of Influence (1)

Depreciation Rates

Street (2)

Age	Rate	Age	Rate
0	100%	21	58%
1	99%	22	56%
2	98%	23	54%
3	97%	24	52%
4	96%	25	49%
5	95%	26	47%
6	93%	27	45%
7	90%	28	42%
8	88%	29	40%
9	86%	30	39%
10	84%	31	36%
11	81%	32	33%
12	79%	33	31%
13	77%	34	29%
14	74%	35	26%
15	72%	36	24%
16	70%	37	22%
17	68%	38	20%
18	65%	39	17%
19	63%	40	15%
20	61%		

Overlays

Age	Rate
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	0%

Sealcoats

Age	Rate
1	80%
2	60%
3	40%
4	20%
5	0%

Cost Per Square Yard (3)

Type	Cost
Asphalt Street Reconstruction	$25.00
Overlays	$6.20
Sealcoats	$1.10

1. Area of influence is equal to area of the cut plus 2.5 feet on each side (expressed in square yds).

2. Depreciation rates are based on a 40-year desing standard. Depreciation for the first 5-years is 1% per year, followed by a straight line depreciation less 15% for the remaining street design standard (35 years). Depreciation can occur at 1% per year after this time for up to 15 years or street reconstruction, whichever comes first. This reflects the consensus of the Committee that streets retain some value beyond their design standards or expected street life.

3. Cost estimates are based on historical data maintained by Leawood's Department of Public Works.

updated 10/5/2001

RES1653

Publication Fees: $293.04

The Legal Record
213 E. Santa Fe, Suite 2
Olathe, KS 66061
(913) 780-5790

CITY OF LEAWOOD
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Penny Knight, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:

RESOLUTION NO. 1653--12/11/01

Penny Knight

Legal Notices Administrator

Subscribed and sworn to before me on this date:

DECEMBER 12, 2001

Debra Valenti

Notary Public

DEBRA VALENTI
Notary Public - State of Kansas

My appointment expires: August 21, 2003.

$293.04

RESOLUTION NO. 1653

First published in The Legal Record, Tuesday, December 11, 2001.

2002 FEE SCHEDULE

CITY OF LEAWOOD

City of Leawood, Kansas
4800 Town Center Drive
Leawood, Kansas 66211

RESOLUTION NO. 1653

A RESOLUTION ESTABLISHING THE 2002 FEE SCHEDULE FOR FEES NOT SPECIFICALLY PROVIDED FOR IN THE CODE OF THE CITY OF LEAWOOD, 2000, AND RESCINDING RESOLUTION NOS. 1583 AND 1591.

WHEREAS, the Code of the City of Leawood, 2000, omits certain fee schedules for reasons of economy and expediency; and

WHEREAS, the City Administrator is, by Section 1-701 of the Code of the City of Leawood, 2000, authorized to make fee adjustments as necessary from time to time, and annually report to the Council amounts at which such fees are established.

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

Section One:

That the following fee schedule for 2002 is hereby amended to read as follows:

CITY-WIDE 4
Miscellaneous City-wide Fees 4
Department Publications/Report Fees 4
Open Records Act Fees 4
FINANCE DEPARTMENT 4
Licensing of Dogs and Cats 4
Penalties 4
Finance Charges 4
Worthless Check Fees 4
FIRE DEPARTMENT 4
Fees for Permits 4
PUBLIC WORKS DEPARTMENT 5
Fees for Construction, Alterations and Remodeling 5
Construction Permit Fees 5
Subcontractor Fees 5
Structural Fire Sprinkler Permit Fee 5
Plan Review Fees 5
Land Disturbance Permit Fees 6
Miscellaneous Construction, Floodplain, and Administrative Fees 6
FEES FOR SIDEWALKS, DRIVE APPROACHES AND STREETS 7
Sidewalks 7
Drive Approaches 7
Streets 7
Fees for Back Charge Recovery Costs - Mud Ordinance 7
Activities 7
Additional Labor 7
Fees for Miscellaneous Public Works Activities 7
Blasting Application 7
Inspection Fees 8
Publications Fees 8
PLANNING & DEVELOPMENT DEPARTMENT 8
Fees for Zoning Procedures 8
Residential (RP-A to RP-4) 8
Office (CP-O) 8
Commercial (CP-1 to CP-2) 8
Recreation 8
Industrial (PI) 8
Business Park (BP) 8
Special Development (SD) 8
Mixed Zoning 8
Conditional Use Permits 9
Special Use Permits (Except Gas and Oil Permits) 9
Leawood Development Ordinance 9
Other Plan Approvals 9
Streets, Utility Vacation 9
Fees for Subdivision Regulation Procedures 9
Submission 9
Costs to Develop Arterial and Collector Streets 9
Fees for Sign Permit 9
3 Month Permit Temporary Sign 9
15 Day Permit Temporary Sign (Banners) 9
Monument Signs/Structures 9
Permanent Sign - Wall Sign 9
FEES FOR PLANNING & DEVELOPMENT PUBLICATIONS 9
POLICE DEPARTMENT 10
Alarm System Fees 10
System Registration Fees 10
False alarm penalties - Residential and Commercial Systems 10
Miscellaneous Fees 10
Records Copying 10
Animal Control 10
PARKS AND RECREATION DEPARTMENT 11
Fees for Lessons, Leagues and Classes 11
Miscellaneous Park and Recreation Fees 11
Fees for PARK Facility Rental 11
FEES FOR POOL 11
Daily 11
Pool Membership 11
Fees for community center Rentals 12
IRONHORSE GOLF COURSE 13
Golf Course Fees 13
Daily Fees: 13
Non-Prime Time 13
Prime Time 13
Golf Car 13
Learning Center Fees 13
Practice tee 13
Practice Holes 13
Lessons 13
Practice Card 13
Ten Play Card 13
IRONHORSE Golf Association 13
Triple crown membership 13
Conductors Club 14
Corporate Membership 14
Special Events 14
Starting Time Tournaments - 4 to 20 Players 14
Starting Time Tournaments - 20 or more Players 14
Modified Shotgun Start Tournaments 14
Shotgun Start Tournaments 14

CITY-WIDE

MISCELLANEOUS CITY-WIDE FEES

Department Publications/Report Fees

Publications/reports (Other than those specifically mentioned herein)	individually determined based on printing costs

Open Records Act Fees

Record search/record inspection	$15.00-$25.00 per hour per employee engaged in record search (minimum of $15.00)
Police Department /Fire Department copy fee	$1.50 per page
All other departments copy fee	$0.50 per page
Copy Fee for 24" x 36"	$2.50
Video Tape Copying	$25.00
City of Leawood Code Book	$35.00
Reproduction of Audio Tapes	$10.00

FINANCE DEPARTMENT

LICENSING OF DOGS AND CATS

Sexually altered dog/cat	$5.00 each
Unaltered dog/cat	$15.00 each
Lost tag replacement	$2.00 each

Penalties

License renewal fees are due January 1 and payable without penalty before March 1. A $5.00 penalty will be assessed on March 1 and the 1st of each delinquent month thereafter. The owner of any dog or cat reaching six months of age on or after March 1 shall have ten days from the day the animal becomes six months old to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty days delinquent will be assessed in addition to the normal license fee. Any person bringing a dog or cat over six months old into the City on or after March 1 shall have thirty days from the day the animal is brought into the City to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty days delinquent will be assessed in addition to the normal license fee

FINANCE CHARGES

Worthless Check Fees

Fee for worthless check	$30.00

FIRE DEPARTMENT

FEES FOR PERMITS

Open Burning Permit	$100.00
Reissuance of Blasting Permit	$100.00
All other permits as listed in the Uniform Fire Code	$50.00

PUBLIC WORKS DEPARTMENT

FEES FOR CONSTRUCTION, ALTERATIONS AND REMODELING

Construction Permit Fees

All construction permit fees for all building and construction projects shall be based upon the valuation of work to be permitted and figured in accordance with the Construction Permit Fee Table. Total valuation of work shall be established in conformance with Chapter 4 of the Code of the City of Leawood. The valuation of new one and two family projects shall be established in conformance with the Building Valuation Data Table for good construction as published in the May - June 2001 issue of International Conference of Building Officials' Building Standards. See attached table.

TOTAL VALUATION	FEE
$0.00 to $500.00	$23.50
$501.00 to $2,000.00	$23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,001.00 to $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$391.75 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and up	$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof

Subcontractor Fees

All mechanical, electrical, and plumbing subcontractor fees shall be figured in accordance with the Subcontractor Permit Fee Table.

TYPE OF SUBCONTRACTOR FEE	FEE
New commercial and multi-family subcontractor fees (non-one and two family)	4% of construction permit fee ($200.00 minimum) per subcontractor
Existing commercial and multi-family subcontractor fees (non-one and two family)	3% of construction permit fee ($150.00 minimum) per subcontractor
New one and two family subcontractor fees	$100.00 per subcontractor
Existing one and two family subcontractor fees	$40.00 per subcontractor

Structural Fire Sprinkler Permit Fee

All structural fire sprinkler permit fees shall be figured in accordance with the Structural Fire Sprinkler Permit Fee Table.

TYPE OF STRUCTURAL FIRE SPRINKLER FEE	FEE
Commercial and multi-family fire sprinkler permit fee (non-one and two family)	$0.04 per square foot ($200.00 minimum)
One and two family fire sprinkler permit fee	$0.02 per square foot ($50.00 minimum)

Plan Review Fees

All plan review fees shall be figured in accordance with the Plan Review Fee Table.

TYPE OF PLAN REVIEW FEE	FEE
New commercial and multi-family plan review fees (non-one and two family)	65% of total permit fee (including construction permit fee, subcontractor fees, and structural fire sprinkler fee)
Existing commercial and multi-family plan review fees (non-one and two family)	25% of total permit fee (including construction permit fee, subcontractor fees, and structural fire sprinkler fee)
New one and two family plan review fees	10% of construction permit fee

Land Disturbance Permit Fees

Land disturbance permits required pursuant to Chapter 31 of the Code of the City of Leawood shall be figured in accordance with the Land Disturbance Permit Fee Table.

TYPE OF LAND DISTURBANCE PERMIT FEE	FEE
One and two family projects	$50.00 per lot
Commercial and multi-family projects	$300.00 per disturbed acre ($300.00 minimum)
Grading, filing and excavation projects	$200.00 per distributed acre ($200.00 minimum)

Miscellaneous Construction, Floodplain, and Administrative Fees

Miscellaneous construction and administrative fees shall be figured in accordance with the Miscellaneous Construction and Administrative Fees Table.

TYPE OF FEE	FEE
Demolition of commercial and multi-family (non-one and two family) structure fee	$200.00 per structure
Demolition of one and two family structure fee	$100.00 per structure
Moving of structure fee	$500.00 per structure
Commercial and multi-family (non-one and two family) elevator permit	$300.00 per each piece of elevator equipment
One and two family elevator permit	$100.00 per each piece of elevator equipment
Elevator equipment annual operating certificate	$100.00 per each piece of elevator equipment
Board of Zoning Appeals Application	$150.00 per application
Building and Fire Code Board of Appeals applications for commercial and multi-family (non-one and two family) projects	$150.00 per application
Building and Fire Code Board of Appeals applications for one and two family projects	$75.00 per application
Code Modification Request applications for commercial and multi-family (non-one and two family) projects	$150.00 per application
Code Modification Request applications for one and two family projects	$75.00 per application
Re-inspection fee for commercial and multi-family (non-one and two family) projects	$60.00 per inspection
Re-inspection fee for one and two family projects	$30.00 per inspection
Temporary Certificate of Occupancy for commercial and multi-family (non-one and two family) projects	$100.00 after first Temporary Certificate of Occupancy
Temporary Certificate of Occupancy for one and two family projects	$50.00 after first Temporary Certificate of Occupancy
Special inspection after normal business hours	$50.00 per hour ($100.00 minimum)
Working without a required construction permit	25% of construction permit fee ($50.00 minimum)
Re-instatement of expired permit	50% of original permit fee
Floodplain Certificate for commercial and multi-family (non-one and two family) projects	$250.00 per certificate
Floodplain Certificate for one and two family projects	$100.00 per certificate
Annual single family dwelling rental license	$75.00 per dwelling
Annual apartment rental license	$20.00 per unit
Rental inspection fee	$10.00 per inspection
Code enforcement initiated mowing fee	$200.00 per hour ($200.00 minimum)
Special Use Permit for oil and gas drilling and production	$800.00 each
Building permit for one oil and gas drilling and production well	$500.00 each
Building permit for multi oil and gas drilling and production well	$1,000.00 each
Estate sale permit	$25.00 each
Massage Business License (each establishment)	$150.00 per year
Massage Therapist License (each individual)	$75.00 per year

CONTINUED ON NEXT PAGE

FEES FOR SIDEWALKS, DRIVE APPROACHES AND STREETS

Sidewalks

Residential Interior Lots Fees (one and two family) ..... *$75.00 each collected by Codes Administration*
Residential Corner Lots Fees (one and two family) ..... *$75.00 each collected by Codes Administration*

Drive Approaches

Residential Fees ..... *$75.00 each*

Streets

For any permit issued under the provisions of Article 3 of Chapter 13
(use and excavation of public right-of-way, irrigation lines installation, driveway repair and sidewalks installation and repair) ..... *$75.00 each*
Maintenance bond ..... *100% of construction cost for 2 years*
Open cut in pavement permit ..... *See Appendix 1*
Street name signs material and installation ..... *$110.00 per intersection*
All other miscellaneous street signs ..... *100% of material and installation*

FEES FOR BACK CHARGE RECOVERY COSTS - MUD ORDINANCE

This is not a service. Back charge work will be done only with the approval of the Director or the Assistant Director of Public Works.
Cost is for workers and/or equipment. There will be a two-hour minimum charge. Transportation to the job site will be charged at the same rate.

Activities

Worker with hand tool only ..... *$40.00 per hour*
Pick-up truck with driver ..... *$70.00 per hour*
Dump truck with driver ..... *$100.00 per hour*
Sweeper with operator ..... *$120.00 per hour*
Jet vacuter with operator ..... *$120.00 per hour*
Back hoe with operator ..... *$120.00 per hour*
Bobcat, pick-up, trailer and hand tools with operator ..... *$120.00 per hour*
Loader with operator ..... *$120.00 per hour*

Additional Labor

Maintenance Worker I (per person) ..... *$25.00 per hour*
Maintenance Worker II (per person) ..... *$30.00 per hour*
Crew Leader (per person) ..... *$40.00 per hour*
Supervisor (per person) ..... *$50.00 per hour*
Construction Inspector (per person) ..... *$50.00 per hour*
Heavy Equipment Operator (per person) ..... *$35.00 per hour*

FEES FOR MISCELLANEOUS PUBLIC WORKS ACTIVITIES

Blasting Application

Blasting Application ..... *$300.00 each*
Re-issuance of Blasting Permit ..... *$100.00 each*

Inspection Fees

Review and inspection of public improvements by private developers ..... *5% of total construction cost for each type of permit issued*

Publications Fees

Construction Standards Book ..... *$30.00 each*

PLANNING & DEVELOPMENT DEPARTMENT

FEES FOR ZONING PROCEDURES

Applicant is responsible for the cost of publishing rezoning, preliminary plat or special use permit Notice of Hearing. Applicant is responsible for the cost of publishing rezoning, special use permit, or vacation ordinance following City Council approval, and for the cost of recording plats. Applicant shall be responsible for paying a late fee in the amount of $500.00 if an application for action by the Plan Commission is submitted to the City after the deadline for submissions has expired.

Residential (RP-A to RP-4)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$400.00	$400.00	$400.00
Tract size 5+ acres	$500.00	$400.00	$400.00

Office (CP-0)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$600.00	$600.00	$400.00
Tract size 5+ acres	$800.00	$600.00	$400.00

Commercial (CP-1 to CP-2)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$600.00	$600.00	$400.00
Tract size 5+ acres	$800.00	$600.00	$400.00

Recreation

	Rezoning Fee	Prelim. Plan	Final Plan
Any tract size	$600.00	$600.00	$400.00

Industrial (PI)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$800.00	$600.00	$400.00
Tract size 5+ acres	$1,000.00	$600.00	$400.00

Business Park (BP)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$800.00	$600.00	$400.00
Tract size 5+ acres	$1,000.00	$600.00	$400.00

Special Development (SD)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$600.00	$600.00	$400.00
Tract size 5+ acres	$800.00	$600.00	$400.00

Mixed Zoning

Combination of any two or more districts

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 10 acres	$1,000.00	$600.00	$400.00
Tract size 10+ acres	$1,200.00	$600.00	$400.00

Conditional Use Permits

Conditional Use Permit ..... *$300.00 each*

Special Use Permits (Except Gas and Oil Permits)

Tract size 0 - 5 acres ..... *$300.00 each*
Tract size 5+ acres ..... *$400.00 each*
Temporary short term, not longer than 10 days ..... *$50.00 each*

Leawood Development Ordinance

Text amendment ..... *$300.00 each*

Other Plan Approvals

Landscape plan ..... *$200.00 each*

Streets, Utility Vacation

Utility vacation ..... *$200.00 each*

FEES FOR SUBDIVISION REGULATION PROCEDURES

Submission

Preliminary Plat Submission ..... *$600.00 minimum plus $2.00 per lot/tract*
Final Plat Submission ..... *$400.00 minimum plus $2.00 per lot/tract*

Costs to Develop Arterial and Collector Streets

Fifty percent (50%) of the cost to develop a local or collector street (residential collector) is established at one hundred ten dollars ($110.00) per foot.
Fifty percent (50%) of the cost to develop a major collector street (primary collector) is established at one hundred thirty dollars ($200.00) per foot.

FEES FOR SIGN PERMIT

3 Month Permit Temporary Sign

5 square feet to 16 square feet ..... *$40.00 each*

15 Day Permit Temporary Sign (Banners)

maximum 4 times a year
Small (up to 32 square feet) ..... *$20.00 each*
Large (33 to 50 square feet) ..... *$50.00 each*

Monument Signs/Structures

All sizes ..... *$200.00 (additional electrical permit required)*

Permanent Sign - Wall Sign

All sizes ..... *$4.00 per sq. ft. (minimum of $25.00) (additional electrical permit required)*

FEES FOR PLANNING & DEVELOPMENT PUBLICATIONS

Comprehensive Plan Book ..... *$25.00 each*
Leawood Development Ordinance ..... *$10.00 each*
Subdivision Regulations ..... *$10.00 each*
Zoning Map ..... *$1.00 each*
Subdivision Map ..... *$1.00 each*
Comprehensive Plan Map ..... *$1.00 each*
Leawood Street Plan Map ..... *$1.00 each*

POLICE DEPARTMENT

ALARM SYSTEM FEES

System Registration Fees

Alarm System Registration Fee ..... *$15.00 annually/prorated quar*

Yearly Renewal Fee based on the number of false alarms occurring in the previous year:

No false alarms *$4.00*
1 false alarm *$8.00*
2 false alarms *$12.00*
3 or more false alarms *$16.00*

False alarm penalties - Residential and Commercial Systems

0-3 false alarms ..... *No charge*
4-5 false alarms ..... *$50.00 each*
6-7 false alarms ..... *$100.00 each*
8-9 false alarms ..... *$150.00 each*
10 and each subsequent alarm ..... *$200.00 each*

MISCELLANEOUS FEES

Records Copying

Copy fee ..... *$1.50 per p*
Arrest Reports ..... *$7.00 e*
Offense and Accident Reports as well as other papers between 1 and 10 pages ..... *$5.00 each/$1.50 per each additional p*
Video Tape Copying ..... *$25.00 per t*

Animal Control

Animal Impounds ..... *$7.00 per*

PARKS AND RECREATION DEPARTMENT

FEES FOR LESSONS, LEAGUES AND CLASSES

World Team Tennis *$30.00**
Road Race (Advanced) *$15.00**
Road Race (Late) *$20.00**
Road Race (Race Day) *$25.00**
**per participant*

Other classes for adults and children are determined by staff, based on supplies and facility cost.

	Resident Fees	Non-resident Fees
Swim Lessons	$35.00	$40.00
Swim Lessons (Private)	$18.00	$21.00
Swim Lessons (Semi-private)	$22.00	$27.00
Dive Lessons	$35.00	$40.00
Water Exercise/Scuba lessons*	$230.00-$250.00	$240.00-$260.00
Youth Golf Lessons	$90.00-$125.00	$100.00-150.00
Adult Golf Lessons	$110.00	$120.00
Competitive swim(USS fee not inc.)	$90.00	$110.00
Dive Team	$120.00	$140.00
Tennis Lessons (30 minutes)	$25.00	$30.00
Tennis Lessons (1 hour)	$35.00	$40.00
*Soccer***	$42.00	$52.00
*T-Ball****	$45.00	$50.00
Youth Golf League	$65.00 - $95.00	$75.00-$210.00
Day Camps	$60.00-$195.00	$80.00-$250.00
Soccer Clinic/Camp	$80.00-$125.00	$90.00-$125.00

**per event*
***late registration fee of $10.00*
****late registration fee of $5.00*

MISCELLANEOUS PARK AND RECREATION FEES

	Resident Fees	Non-resident Fees
Class Cancellation/Transfer Fee	$5.00	$5.00

FEES FOR PARK FACILITY RENTAL

	Resident Fees	Non-resident Fees
*Baseball Field Rental**	$5.00	$10.00
*Tennis Court Rental**	$5.00	$7.00
*Tennis Court Light Use**	$1.00	$1.00
*Volleyball Court Rental***	$35.00	$45.00
Volleyball Court Rental (Tournaments)	$75.00 per day	$125.00 per day
*Small Shelter Reservations***	$25.00	$35.00
*Regular Shelter Reservations***	$35.00	$45.00
*Large Shelter Reservations***	$45.00	$55.00
Picnic Table Moving	$10.00	$10.00

**per hour*
***per 5 hours*

FEES FOR POOL

Daily

	Resident Fees	Non-resident Fees
Pool	$4.00	$5.00

Pool Membership

	Resident Fees	Non-resident Fees
*Family**	$95.00	$143.00
Individual	$52.00	$82.00
Senior Citizen (60+)	$30.00	$45.00
Pool Card	$5.00 each	$3.00 each
Replacement Card	$12.00 each	$12.00 each
Reactivate Card	$3.00	$3.00
5 Visit Ticket	$18.00	$23.00

**Family = 2 adults and 4 children/$5.00 each additional child*

FEES FOR COMMUNITY CENTER RENTAL *($100.00 REFUNDABLE DEPOSIT REQUIRED ON ALL ROOM RENTALS)*

	Resident Fees	Non-resident Fees	Commercial/Business	Leawood Civic
Oak Room rental (I)	$35.00 per hr	$55.00 per hr	$60.00 per hr	$30.00 per hr
Oak Room rental (II)	$40.00 per hr	$60.00 per hr	$65.00 per hr	$35.00 per hr
Oak Room rental (I & II)	$50.00 per hr	$70.00 per hr	$75.00 per hr	$45.00 per hr
Oak Room rental (I&II) plus kitchen	$60.00 per hr	$80.00 per hr	$85.00 per hr	$55.00 per hr
Kitchen Only	$30.00 per hr	$40.00 per hr	$40.00 per hr	$25.00 per hr
Kitchen Access Fee	$30.00 per event	$30.00 per event	$30.00 per event	$30.00 per event
Maple Room rental	$35.00 per hr	$45.00 per hr	$50.00 per hr	$25.00 per hr
Cedar Room rental	$20.00 per hr	$30.00 per hr	$35.00 per hr	$15.00 per hr
Walnut Room rental	$25.00 per hr	$30.00 per hr	$40.00 per hr	$20.00 per hr
Amphitheater (City Hall)	$100.00 per event	$175.00 per event	$200.00 per event	$75.00 per event
Big Screen TV/VCR	$10.00 per event	$10.00 per event	$10.00 per event	$10.00 per event
Cordless Microphone	$10.00 per event	$10.00 per event	$10.00 per event	$10.00 per event
Podium	$15.00 per event	$15.00 per event	$15.00 per event	$15.00 per event
Tables (Rectangular)	$5.00 per table	$5.00 per table	$5.00 per table	$5.00 per table
Tables (Round)	$6.00 per table	$6.00 per table	$6.00 per table	$6.00 per table
Pipe and Drape	$75.00 per event	$75.00 per event	$75.00 per event	$75.00 per event
Dance Floor Rental	$80.00-$270.00	$80.00-$270.00	$80.00-$270.00	$80.00-$270.00
Lighted Trees	$5.00 each	$5.00 each	$5.00 each	$5.00 each
Alcohol Permit	$25.00 per event	$25.00 per event	$25.00 per event	$25.00 per event
Portable Bar	$10.00 per event	$10.00 per event	$10.00 per event	$10.00 per event

Clean up Fees ..... *$25.00 - $75.00*

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FEES FOR SIDEWALKS, DRIVE APPROACHES AND STREETS

Sidewalks

Residential Interior Lots Fees (one and two family) ..... $75.00 each collected by Codes Administration
Residential Corner Lots Fees (one and two family) ..... $75.00 each collected by Codes Administration

Drive Approaches

Residential Fees ..... $75.00 each

Streets

For any permit issued under the provisions of Article 3 of Chapter 13
(use and excavation of public right-of-way, irrigation lines installation, driveway repair and sidewalks installation and repair) ..... $75.00 each
Maintenance bond ..... 100% of construction cost for 2 years
Open cut in pavement permit ..... See Appendix 1
Street name signs material and installation ..... $110.00 per intersection
All other miscellaneous street signs ..... 100% of material and installation

FEES FOR BACK CHARGE RECOVERY COSTS - MUD ORDINANCE

This is not a service. Back charge work will be done only with the approval of the Director or the Assistant Director of Public Works.
Cost is for workers and/or equipment. There will be a two-hour minimum charge. Transportation to the job site will be charged at the same rate.

Activities

Worker with hand tool only ..... $40.00 per hour
Pick-up truck with driver ..... $70.00 per hour
Dump truck with driver ..... $100.00 per hour
Sweeper with operator ..... $120.00 per hour
Jet rodder with operator ..... $120.00 per hour
Back hoe with operator ..... $120.00 per hour
Bobcat, pick-up, trailer and hand tools with operator ..... $120.00 per hour
Loader with operator ..... $120.00 per hour

Additional Labor

Maintenance Worker I (per person) ..... $25.00 per hour
Maintenance Worker II (per person) ..... $30.00 per hour
Crew Leader (per person) ..... $40.00 per hour
Supervisor (per person) ..... $50.00 per hour
Construction Inspector (per person) ..... $50.00 per hour
Heavy Equipment Operator (per person) ..... $35.00 per hour

FEES FOR MISCELLANEOUS PUBLIC WORKS ACTIVITIES

Blasting Application

Blasting Application ..... $300.00 each
Re-issuance of Blasting Permit ..... $100.00 each

Inspection Fees

Review and inspection of public improvements by private developers ..... 5% of total construction cost for each type of permit issued

Publications Fees

Construction Standards Book ..... $30.00 each

PLANNING & DEVELOPMENT DEPARTMENT

FEES FOR ZONING PROCEDURES

Applicant is responsible for the cost of publishing rezoning, preliminary plat or special use permit Notice of Hearing. Applicant is responsible for the cost of publishing rezoning, special use permit, or vacation ordinance following City Council approval, and for the cost of recording plats. Applicant shall be responsible for paying a late fee in the amount of $500.00 if an application for action by the Plan Commission is submitted to the City after the deadline for submissions has expired.

Residential (RP-A to RP-4)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$400.00	$400.00	$400.00
Tract size 5+ acres	$500.00	$400.00	$400.00

Office (CP-0)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$800.00	$800.00	$400.00
Tract size 5+ acres	$800.00	$800.00	$400.00

Commercial (CP-1 to CP-2)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$800.00	$600.00	$400.00
Tract size 5+ acres	$800.00	$800.00	$400.00

Recreation

	Rezoning Fee	Prelim. Plan	Final Plan
Any tract size	$600.00	$600.00	$400.00

Industrial (PI)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$800.00	$600.00	$400.00
Tract size 5+ acres	$1,000.00	$800.00	$400.00

Business Park (BP)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$800.00	$600.00	$400.00
Tract size 5+ acres	$1,000.00	$800.00	$400.00

Special Development (SD)

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 5 acres	$600.00	$600.00	$400.00
Tract size 5+ acres	$800.00	$600.00	$400.00

Mixed Zoning

Combination of any two or more districts

	Rezoning Fee	Prelim. Plan	Final Plan
Tract size 0 - 10 acres	$1,000.00	$600.00	$400.00
Tract size 10+ acres	$1,200.00	$600.00	$400.00

Conditional Use Permits

Conditional Use Permit ..... $300.00 each

Special Use Permits (Except Gas and Oil Permits)

Tract size 0 - 5 acres ..... $300.00 each
Tract size 5+ acres ..... $400.00 each
Temporary short term, not longer than 10 days ..... $50.00 each

Leawood Development Ordinance

Text amendment ..... $300.00 each

Other Plan Approvals

Landscape plan ..... $200.00 each

Streets, Utility Vacation

Utility vacation ..... $200.00 each

FEES FOR SUBDIVISION REGULATION PROCEDURES

Submission

Preliminary Plat Submission ..... $800.00 minimum plus $2.00 per lot/tract
Final Plat Submission ..... $400.00 minimum plus $2.00 per lot/tract

Costs to Develop Arterial and Collector Streets

Fifty percent (50%) of the cost to develop a local or collector street (residential collector) is established at one hundred ten dollars ($110.00) per foot.
Fifty percent (50%) of the cost to develop a major collector street (primary collector) is established at one hundred thirty dollars ($200.00) per foot.

FEES FOR SIGN PERMIT

3 Month Permit Temporary Sign

5 square feet to 16 square feet ..... $40.00 each

15 Day Permit Temporary Sign (Banners)

maximum 4 times a year
Small (up to 32 square feet) ..... $20.00 each
Large (33 to 50 square feet) ..... $50.00 each

Monument Signs/Structures

All sizes ..... $200.00 (additional electrical permit required)

Permanent Sign - Wall Sign

All sizes ..... $4.00 per sq. ft. (minimum of $25.00) (additional electrical permit required)

FEES FOR PLANNING & DEVELOPMENT PUBLICATIONS

Comprehensive Plan Book ..... $25.00 each
Leawood Development Ordinance ..... $10.00 each
Subdivision Regulations ..... $10.00 each
Zoning Map ..... $1.00 each
Subdivision Map ..... $1.00 each
Comprehensive Plan Map ..... $1.00 each
Leawood Street Plan Map ..... $1.00 each

POLICE DEPARTMENT

ALARM SYSTEM FEES

System Registration Fees

Alarm System Registration Fee ..... $16.00 annually/prorated quarterly

Yearly Renewal Fee based on the number of false alarms occurring in the previous year:

No false alarms $4.00
1 false alarm $8.00
2 false alarms $12.00
3 or more false alarms $16.00

False alarm penalties - Residential and Commercial Systems

1-3 false alarms ..... No charge
4-5 false alarms ..... $30.00 each
6-7 false alarms ..... $100.00 each
8-9 false alarms ..... $150.00 each
10 and each subsequent alarm ..... $200.00 each

MISCELLANEOUS FEES

Records Copying

Copy fee ..... $1.50 per page
Arrest Reports ..... $7.00 each
Offense and Accident Reports as well as other papers between 1 and 10 pages ..... $5.00 each/$1.50 per each additional page
Video Tape Copying ..... $25.00 per tape

Animal Control

Animal Impounds ..... $7.00 per day

PARKS AND RECREATION DEPARTMENT

FEES FOR LESSONS, LEAGUES AND CLASSES

World Team Tennis $30.00*
Road Race (Advanced) $15.00*
Road Race (Late) $20.00*
Road Race (Race Day) $25.00*
*per participant

Other classes for adults and children are determined by staff, based on supplies and facility cost.

	Resident Fees	Non-resident Fees
Swim Lessons	$35.00	$40.00
Swim Lessons (Private)	$18.00	$21.00
Swim Lessons (Semi-private)	$22.00	$27.00
Dive Lessons	$35.00	$40.00
Water Exercise*/Scuba lessons	$30.00-$250.00	$40.00-$260.00
Youth Golf Lessons	$90.00-$125.00	$100.00-150.00
Adult Golf Lessons	$110.00	$120.00
Competitive swim (USS fee not inc.)	$90.00	$110.00
Dive Team	$120.00	$140.00
Tennis Lessons (30 minutes)	$25.00	$30.00
Tennis Lessons (1 hour)	$35.00	$40.00
Soccer**	$42.00	$52.00
T-Ball***	$45.00	$50.00
Youth Golf League	$65.00 - $95.00	$75.00-$210.00
Day Camps	$80.00-$185.00	$83.00-$250.00
Soccer Clinic/Camp	$80.00-$125.00	$80.00-$125.00

*per event
**late registration fee of $10.00
***late registration fee of $5.00

MISCELLANEOUS PARK AND RECREATION FEES

	Resident Fees	Non-resident Fees
Class Cancellation/Transfer Fee	$5.00	$5.00

FEES FOR PARK FACILITY RENTAL

	Resident Fees	Non-resident Fees
Baseball Field Rental*	$5.00	$10.00
Tennis Court Rental*	$5.00	$7.00
Tennis Court Light Use*	$1.00	$1.00
Volleyball Court Rental**	$35.00	$45.00
Volleyball Court Rental (Tournaments)	$75.00 per day	$125.00 per day
Small Shelter Reservations**	$25.00	$35.00
Regular Shelter Reservations**	$35.00	$45.00
Large Shelter Reservations**	$45.00	$55.00
Picnic Table Moving	$10.00	$10.00

*per hour
**per 5 hours

FEES FOR POOL

Daily

	Resident Fees	Non-resident Fees
Pool	$4.00	$5.00

Pool Membership

	Resident Fees	Non-resident Fees
Family*	$95.00	$143.00
Individual	$52.00	$82.00
Senior Citizen (60+)	$30.00	$45.00
Pool Card	$5.00 each	$5.00 each
Replacement Card	$12.00 each	$12.00 each
Reactivate Card	$3.00	$3.00
5 Visit Ticket	$18.00	$23.00

*Family = 2 adults and 4 children/$5.00 each additional child

FEES FOR COMMUNITY CENTER RENTAL ($100.00 REFUNDABLE DEPOSIT REQUIRED ON ALL ROOM RENTALS)

	Resident Fees	Non-resident Fees	Commercial/Business	Leawood Civic
Oak Room rental (I)	$35.00 per hr	$55.00 per hr	$60.00 per hr	$30.00 per hr
Oak Room rental (II)	$40.00 per hr	$60.00 per hr	$65.00 per hr	$35.00 per hr
Oak Room rental (I & II)	$50.00 per hr	$70.00 per hr	$75.00 per hr	$45.00 per hr
Oak Room rental (I&II) plus kitchen	$60.00 per hr	$80.00 per hr	$85.00 per hr	$55.00 per hr
Kitchen Only	$30.00 per hr	$40.00 per hr	$40.00 per hr	$25.00 per hr
Kitchen Access Fee	$30.00 per event	$30.00 per event	$30.00 per event	$30.00 per event
Maple Room rental	$35.00 per hr	$45.00 per hr	$50.00 per hr	$25.00 per hr
Cedar Room rental	$20.00 per hr	$30.00 per hr	$35.00 per hr	$15.00 per hr
Walnut Room rental	$25.00 per hr	$30.00 per hr	$40.00 per hr	$20.00 per hr
Amphitheater (City Hall)	$100.00 per event	$175.00 per event	$200.00 per event	$75.00 per event
Big Screen TV/VCR	$10.00 per event	$10.00 per event	$10.00 per event	$10.00 per event
Cordless Microphone	$10.00 per event	$10.00 per event	$10.00 per event	$10.00 per event
Podium	$15.00 per event	$15.00 per event	$15.00 per event	$15.00 per event
Tables (Rectangular)	$5.00 per table	$5.00 per table	$5.00 per table	$5.00 per table
Tables (Round)	$6.00 per table	$6.00 per table	$6.00 per table	$6.00 per table
Pipe and Drape	$75.00 per event	$75.00 per event	$75.00 per event	$75.00 per event
Dance Floor Rental	$80.00-$270.00	$80.00-$270.00	$80.00-$270.00	$80.00-$270.00
Lighted Trees	$5.00 each	$5.00 each	$5.00 each	$5.00 each
Alcohol Permit	$25.00 per event	$25.00 per event	$25.00 per event	$25.00 per event
Portable Bar	$10.00 per event	$10.00 per event	$10.00 per event	$10.00 per event

Clean up Fees ..... $25.00 - $75.00

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RESOLUTION NO. 1653

First published in The Legal Record, Tuesday, December 11, 2001.

2002 FEE SCHEDULE

CITY OF LEAWOOD

City of Leawood, Kansas
4800 Town Center Drive
Leawood, Kansas 66211

RESOLUTION NO. 1653

A RESOLUTION ESTABLISHING THE 2002 FEE SCHEDULE FOR FEES NOT SPECIFICALLY PROVIDED FOR IN THE CODE OF THE CITY OF LEAWOOD, 2000, AND RESCINDING RESOLUTION NOS. 1583 AND 1591.

WHEREAS, the Code of the City of Leawood, 2000, omits certain fee schedules for reasons of economy and expediency; and

WHEREAS, the City Administrator is, by Section 1-701 of the Code of the City of Leawood, 2000, authorized to make fee adjustments as necessary from time to time, and annually report to the Council amounts at which such fees are established.

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

Section One:

That the following fee schedule for 2002 is hereby amended to read as follows:

CITY-WIDE 4
Miscellaneous City-wide Fees 4
Department Publications/Report Fees 4
Open Records Act Fees 4

FINANCE DEPARTMENT 4
Licensing of Dogs and Cats 4
Penalties 4
Finance Charges 4
Worthless Check Fees 4

FIRE DEPARTMENT 4
Fees for Permits 4

PUBLIC WORKS DEPARTMENT 5
Fees for Construction, Alterations and Remodeling 5
Construction Permit Fees 5
Subcontractor Fees 5
Structural Fire Sprinkler Permit Fee 5
Plan Review Fees 5
Land Disturbance Permit Fees 6
Miscellaneous Construction, Floodplain, and Administrative Fees 6
FEES FOR SIDEWALKS, DRIVE APPROACHES AND STREETS 7
Sidewalks 7
Drive Approaches 7
Streets 7
Fees for Back Charge Recovery Costs - Mud Ordinance 7
Activities 7
Additional Labor 7
Fees for Miscellaneous Public Works Activities 7
Blasting Application 7
Inspection Fees 8
Publications Fees 8

FEES FOR POOL 11
Daily 11
Pool Membership 11
Fees for community center Rentals 12

IRONHORSE GOLF COURSE 13
Golf Course Fees 13
Daily Fees: 13
Non-Prime Time 13
Prime Time 13
Golf Car 13
Learning Center Fees 13
Practice tee 13
Practice Holes 13
Lessons 13
Practice Card 13
Ten Play Card 13
IRONHORSE Golf Association 13
Triple crown membership 13
Conductors Club 14
Corporate Membership 14
Special Events 14
Starting Time Tournaments - 4 to 20 Players 14
Starting Time Tournaments - 20 or more Players 14
Modified Shotgun Start Tournaments 14
Shotgun Start Tournaments 14

PLANNING & DEVELOPMENT DEPARTMENT 8
Fees for Zoning Procedures 8
Residential (RP-A to RP-4) 8
Office (CP-0) 8
Commercial (CP-1 to CP-2) 8
Recreation 8
Industrial (PI) 8
Business Park (BP) 8
Special Development (SD) 8
Mixed Zoning 8
Conditional Use Permits 9
Special Use Permits (Except Gas and Oil Permits) 9
Leawood Development Ordinance 9
Other Plan Approvals 9
Streets, Utility Vacation 9
Fees for Subdivision Regulation Procedures 9
Submission 9
Costs to Develop Arterial and Collector Streets 9
Fees for Sign Permit 9
3 Month Permit Temporary Sign 9
15 Day Permit Temporary Sign (Banners) 9
Monument Signs/Structures 9
Permanent Sign - Wall Sign 9
FEES FOR PLANNING & DEVELOPMENT PUBLICATIONS 9

POLICE DEPARTMENT 10
Alarm System Fees 10
System Registration Fees 10
False alarm penalties - Residential and Commercial Systems 10
Miscellaneous Fees 10
Records Copying 10
Animal Control 10

PARKS AND RECREATION DEPARTMENT 11
Fees for Lessons, Leagues and Classes 11
Miscellaneous Park and Recreation Fees 11
Fees for PARK Facility Rental 11

CITY-WIDE

MISCELLANEOUS CITY-WIDE FEES

Department Publications/Report Fees

Publications/reports (Other than those specifically mentioned herein)	individually determined based on printing costs

Open Records Act Fees

Record search/record inspection	$15.00 -$25.00 per hour per employee engaged in record search (minimum of $15.00)
Police Department /Fire Department copy fee	$1.50 per page
All other department's copy fee	$0.50 per page
Copy Fee for 24" x 36"	$2.50
Video Tape Copying	$25.00
City of Leawood Code Book	$35.00
Reproduction of Audio Tapes	$10.00

FINANCE DEPARTMENT

LICENSING OF DOGS AND CATS

Sexually altered dog/cat	$5.00 each
Unaltered dog/cat	$15.00 each
Lost tag replacement	$2.00 each

Penalties

License renewal fees are due January 1 and payable without penalty before March 1. A $5.00 penalty will be assessed on March 1 and the 1st of each delinquent month thereafter. The owner of any dog or cat reaching six months of age on or after March 1 shall have ten days from the day the animal becomes six months old to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty days delinquent will be assessed in addition to the normal license fee. Any person bringing a dog or cat over six months old into the City on or after March 1 shall have thirty days from the day the animal is brought into the City to license the animal. If the animal is not licensed within the time required, a penalty of $5.00 for every thirty days delinquent will be assessed in addition to the normal license fee

FINANCE CHARGES

Worthless Check Fees

Fee for worthless check	$30.00

FIRE DEPARTMENT

FEES FOR PERMITS

Open Burning Permit	$100.00
Reissuance of Blasting Permit	$100.00
All other permits as listed in the Uniform Fire Code	$50.00

PUBLIC WORKS DEPARTMENT

FEES FOR CONSTRUCTION, ALTERATIONS AND REMODELING

Construction Permit Fees

All construction permit fees for all building and construction projects shall be based upon the valuation of work to be permitted and figured in accordance with the Construction Permit Fee Table. Total valuation of work shall be established in conformance with Chapter 4 of the Code of the City of Leawood. The valuation of new one and two family projects shall be established in conformance with the Building Valuation Data Table for good construction as published in the May – June 2001 issue of International Conference of Building Officials' Building Standards. See attached table.

TOTAL VALUATION	FEE
$0.00 to $500.00	$23.50
$501.00 to $2,000.00	$23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,001.00 to $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$391.75 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$993.75 for the first $100,000.00 plus $5.60 for each adiional $1,000.00, or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and up	$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof

Subcontractor Fees

All mechanical, electrical, and plumbing subcontractor fees shall be figured in accordance with the Subcontractor Permit Fee Table.

TYPE OF SUBCONTRACTOR FEE	FEE
New commercial and multi-family subcontractor fees (non-one and two family)	4% of construction permit fee ($200.00 minimum) per subcontractor
Existing commercial and multi-family subcontractor fees (non-one and two family)	3% of construction permit fee ($150.00 minimum) per subcontractor
New one and two family subcontractor fees	$100.00 per subcontractor
Existing one and two family subcontractor fees	$40.00 per subcontractor

Structural Fire Sprinkler Permit Fee

All structural fire sprinkler permit fees shall be figured in accordance with the Structural Fire Sprinkler Permit Fee Table.

TYPE OF STRUCTURAL FIRE SPRINKLER FEE	FEE
Commercial and multi-family fire sprinkler permit fee (non-one and two family)	$0.04 per square foot ($200.00 minimum)
One and two family fire sprinkler permit fee	$0.02 per square foot ($50.00 minimum)

Plan Review Fees

All plan review fees shall be figured in accordance with the Plan Review Fee Table.

TYPE OF PLAN REVIEW FEE	FEE
New commercial and multi-family plan review fees (non-one and two family)	65% of total permit fee (including construction permit fee, subcontractor fees, and structural fire sprinkler fee)
Existing commercial and multi-family plan review fees (non-one and two family)	25% of total permit fee (including construction permit fee, subcontractor fees, and structural fire sprinkler fee)
New one and two family plan review fees	10% of construction permit fee

Land Disturbance Permit Fees

Land disturbance permits required pursuant to Chapter 31 of the Code of the City of Leawood shall be figured in accordance with the Land Disturbance Permit Fee Table.

TYPE OF LAND DISTURBANCE PERMIT FEE	FEE
One and two family projects	$50.00 per lot
Commercial and multi-family projects	$300.00 per disturbed acre ($300.00 minimum)
Grading, filing and excavation projects	$200.00 per distributed acre ($200.00 minimum)

Miscellaneous Construction, Floodplain, and Administrative Fees

Miscellaneous construction and administrative fees shall be figured in accordance with the Miscellaneous Construction and Administrative Fees Table.

TYPE OF FEE	FEE
Demolition of commercial and multi-family (non-one and two family) structure fee	$200.00 per structure
Demolition of one and two family structure fee	$100.00 per structure
Moving of structure fee	$500.00 per structure
Commercial and multi-family (non-one and two family) elevator permit	$300.00 per each piece of elevator equipment
One and two family elevator permit	$100.00 per each piece of elevator equipment
Elevator equipment annual operating certificate	$100.00 per each piece of elevator equipment
Board of Zoning Appeals Application	$150.00 per application
Building and Fire Code Board of Appeals applications for commercial and multi-family (non-one and two family) projects	$150.00 per application
Building and Fire Code Board of Appeals applications for one and two family projects	$75.00 per application
Code Modification Request applications for commercial and multi-family (non-one and two family) projects	$150.00 per application
Code Modification Request applications for one and two family projects	$75.00 per application
Re-inspection fee for commercial and multi-family (non-one and two family) projects	$60.00 per inspection
Re-inspection fee for one and two family projects	$30.00 per inspection
Temporary Certificate of Occupancy for commercial and multi-family (non-one and two family) projects	$100.00 after first Temporary Certificate of Occupancy
Temporary Certificate of Occupancy for one and two family projects	$50.00 after first Temporary Certificate of Occupancy
Special inspection after normal business hours	$50.00 per hour ($100.00 minimum)
Working without a required construction permit	25% of construction permit fee ($50.00 minimum)
Re-instatement of expired permit	50% of original permit fee
Floodplain Certificate for commercial and multi-family (non-one and two family) projects	$250.00 per certificate
Floodplain Certificate for one and two family projects	$100.00 per certificate
Annual single family dwelling rental license	$75.00 per dwelling
Annual apartment rental license	$20.00 per unit
Rental inspection fee	$10.00 per inspection
Code enforcement initiated mowing fee	$200.00 per hour ($200.00 minimum)
Special Use Permit for oil and gas drilling and production	$800.00 each
Building permit for one oil and gas drilling and production well	$500.00 each
Building permit for multi oil and gas drilling and production well	$1,000.00 each
Estate sale permit	$25.00 each
Massage Business License (each establishment)	$150.00 per year
Massage Therapist License (each individual)	$75.00 per year

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IRONHORSE GOLF COURSE

GOLF COURSE FEES

Daily Fees:

"Non-Prime Time" includes Monday through Thursday;
"Prime Time" includes Friday, Saturday and Sunday.
The Junior/Senior rates apply only during non-prime time.
The Twilight rates begin at 4:00 PM.

Non-Prime Time

	Resident Fees	Non-resident Fees
18 Hole	$38.00	$45.00
Junior/Senior 18 Hole	$27.00	$31.00
Twilight Rate	$25.00	$30.00

Prime Time

	Resident Fees	Non-resident Fees
18 Hole	$46.00	$53.00
Twilight Rate	$29.00	$33.00

Golf Car

18 Hole Golf Car $15.00
Twilight Golf Car $10.00
Senior Golf Car $13.00

LEARNING CENTER FEES

Practice tee

Regular Size Bag $5.00
Large Size Bag $8.00

Practice Holes

3 Hole Round $3.00

Lessons

Private Lessons ..... $45.00-$60.00 per 45 minutes

Practice Card

20 large bags of practice balls; unlimited use of 3 hole practice course
2002 Membership $100.00

TEN PLAY CARD

For use Monday through Thursday only, holidays are excluded. Rounds of golf are fully transferable, cards will be signed out at desk, and expiration will be one year from date of purchase.
2002 Membership $425.00
2002 Membership (Seniors) $350.00

IRONHORSE GOLF ASSOCIATION

The IRONHORSE Golf Association signs the player up on the GHIN handicap system. The player will also receive a reduced entry fee to all IRONHORSE sponsored events and a gift from IRONHORSE.
2002 Membership $40.00

TRIPLE CROWN MEMBERSHIP

This membership includes the following amenities: Unlimited golf and golf car; 7-Day advance reservations; One large bag of practice balls per day; $10.00 guest discount (Monday through Thursday) and Saturday and Sunday after Noon; GHIN handicap service; Gift from IRONHORSE.
2002 Membership $2,650.00

CONDUCTORS CLUB

This membership includes the following amenities: Flat rate pricing for members, Monday through Thursday, $40 Daily, $25 Twilight; 7-Day advance tee times; $10 member discount, Friday through Sunday; $10.00 guest discount (Monday through Thursday) and Saturday and Sunday after Noon; GHIN handicap service; Gift from IRONHORSE.
2002 Membership $450.00

CORPORATE MEMBERSHIP

This membership includes the following amenities: unlimited golf and cars for four employees, one large bag of practice balls per day, per employee, $10 guest discount Mon. – Thurs., and Sat. & Sun. after noon, GHIN Handicap Service for four employees, IRONHORSE gifts for four employees, full charging privileges, fully transferable memberships, and a corporate sponsorship sign.
2002 Membership $13,000.00

SPECIAL EVENTS

Starting Time Tournaments - 4 to 20 Players

Non-Prime (Monday – Thursday) $70.00
Prime (Friday – Sunday) $78.00

Starting Time Tournaments - 20 or more Players

Includes 18 hole fee, golf car and professional services. A merchandise allowance of $10.00 per player will be returned to each group for use in the Golf Shop.

Non-Prime (Monday – Thursday) $76.00
Prime (Friday – Sunday) $84.00
$300.00 non-refundable deposit required for this tournament.

Modified Shotgun Start Tournaments

Includes 18 hole fee, golf car, practice balls, $5 credit in the Golf Shop, $15 credit for food and beverage, and professional services.

Modified Shotgun Start ..... $90.00 per player

Shotgun Start Tournaments

Includes 18 hole fee, golf car, practice balls, $10.00 credit in the Golf Shop, $20.00 credit for food and beverage, and professional services.

Shotgun Start ..... $100.00 per player
(Mandatory 120 players required) Additional Players ..... $70.00 per player

$1,000.00 non-refundable deposit required on Shotgun and Modified Shotgun tournaments.

Appendix
Degradation Costs

Cost per Square Yard for Streets, Overlays and Sealcoats X Depreciation Rate X Area of Influence (1)

Depreciation Rates

Street (2)

Age	Rate	Age	Rate
0	100%	21	58%
1	99%	22	56%
2	98%	23	54%
3	97%	24	52%
4	96%	25	49%
5	95%	26	47%
6	93%	27	45%
7	90%	28	42%
8	88%	29	40%
9	86%	30	39%
10	84%	31	36%
11	81%	32	33%
12	79%	33	31%
13	77%	34	29%
14	74%	35	26%
15	72%	36	24%
16	70%	37	22%
17	68%	38	20%
18	65%	39	17%
19	63%	40	15%
20	61%		

Overlays

Age	Rate
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	0%

Sealcoats

Age	Rate
1	80%
2	60%
3	40%
4	20%
5	0%

Cost Per Square Yard (3)

Type	Cost
Asphalt Street Reconstruction	$25.00
Overlays	$6.20
Sealcoats	$1.10

1. Area of Influence is equal to area of the cut plus 2.5 feet on each side (expressed in square yds).
2. *Depreciation rates are based on a 40-year design standard.* Depreciation for the first 5-years is 1% per year, followed by a straight line depreciation less 15% for the remaining street design standard (35 years). Depreciation can occur at 1% per year after this time for *up to 15 years or street* reconstruction, whichever comes first. This reflects the consensus of the Committee that streets retain some value beyond their design standards or expected street life.
3. Cost estimates are based *on historical data* maintained by Leawood's Department of Public Works.

Section Two:

The City Clerk is hereby directed to publish the Resolution once in the official city newspaper.

Section Three:

This Resolution shall become effective January 1, 2002.

Passed by the Governing Body this 3rd day of December, 2001.

Approved by the Mayor this 3rd day of December, 2001.

Peggy J. Dunn, Mayor

(S E A L)

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

December 6, 2001

TO: Johnson County Clerk
Johnson County Register of Deeds
Johnson County Election Commissioner
Kansas State Transportation Engineer

Enclosed for your records is a certified copy of Resolution No. 1654 declaring the boundaries of the City of Leawood in accordance with K.S.A. 12-518.

Martha Heizer
City Clerk

RESOLUTION NO. 1654

RESOLUTION DESCRIBING THE CORPORATE LIMITS AND BOUNDARY LINES OF THE CITY OF LEAWOOD, KANSAS, IN ACCORDANCE WITH K.S.A. § 12-517 ET SEQ., AND AMENDMENTS THERETO, REPEALING THE EXISTING RESOLUTION NO. 1486, AND ANY PREVIOUSLY APPROVED RESOLUTIONS RELATIVE TO THE CORPORATE LIMITS AND BOUNDARY LINES OF THE CITY OF LEAWOOD, KANSAS.

WHEREAS, the City of Leawood, Kansas, has additional territory that needs to be included in the existing corporate boundaries; and

WHEREAS, K.S.A. § 12-517, et seq., requires the declaration of such new corporate boundaries, by resolution, prior to December 31, 2001; and

WHEREAS, the City of Leawood, Kansas, has determined the necessity of defining such new corporate boundaries in accordance with K.S.A. § 12-517, et seq., and amendments thereto, in the attached legal description, attached hereto as Exhibit "A".

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

SECTION ONE: The corporate limits and boundary lines of the City of Leawood, Kansas, as heretofore changed by additions or exclusions of adjacent territory to the City are hereby defined in the attached legal description, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth.

SECTION TWO: This resolution shall become effective upon passage by the Governing Body.

PASSED by the Governing Body this 3rd day of December, 2001.

APPROVED by the Mayor this 4th day of December, 2001.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

SHAFER, KLINE & WARREN, INC. ■ 11100 West 91st Street, Overland Park, Kansas 66214-3216 ■ 913-888-7800 FAX: 913-888-7868

Turtle-Ayers-Woodward founded 1885
Shetlar Griffith Shetlar founded 1945
A.C. Kirkwood & Associates founded 1947
Shafer & Kline founded 1953
Hamilton & Associates founded 1957

October 12, 1993
(Revised November 30, 1995)
(Revised November 25, 1996)
(Revised December 2, 1997)
(Revised November 30, 1999)
(Revised November 9, 2001)

EXHIBIT A

REVISED
LEGAL DESCRIPTION FOR
CITY OF LEAWOOD BOUNDARY
JOHNSON COUNTY, KANSAS

Beginning at the Northeast corner of fractional Section 11, Township 13, Range 25, Johnson County, Kansas; thence South, along the East line of said fractional Section 11 along the East line of fractional Section 14, Township 13, Range 25, of said Johnson County, along the East line of fractional Section 23, Township 13, Range 25, of said Johnson County, along the East line of fractional Section 26, Township 13, Range 25, along the East line of fractional Section 35, Township 13, Range 25, of said Johnson County, and along the East line of fractional Section 2, Township 14, Range 25, of said Johnson County, to the Southeast corner of the North 20 acres of said fractional Section 2; thence West, along the South line of the North 20 acres of said factional Section 2, to the Southwest corner thereof; thence South, along the West line of said fractional Section 2, to the Southeast corner of the N½ of the SE¼ of Section 3, Township 14, Range 25, of said Johnson County; thence West, along the South

line of the N½ of the SE¼ of said Section 3, to the Southwest corner thereof; thence South, along the West line of the SE¼ of said Section 3, to the Southwest corner thereof; thence East, along the South line of the SE¼ of said Section 3 and along the North line of the NE¼ of Section 10, Township 14, Range 24, to a point 156.30 feet East of the West line of Lot 31, MASTIN GARDENS, a subdivision of land (now vacated), of said Johnson County; thence South, along a line 156.30 feet East of and parallel to the West line and its extension of said Lot 31, to a point on the centerline of the abandoned right-of-way of the St. Louis and San Francisco Railway Company, as formerly established; thence Southwesterly, along the centerline of said railway, to its intersection with the West line of the NE¼ of said Section 10, said point also being on the East line of the NW¼ of said Section 10; thence South, along the East line of the North fifty acres of the NW¼ of said Section 10, to the Southeast corner thereof; thence West, along the South line of the North fifty acres of the NW¼ of said Section 10, to a point 2409.6 feet East of the West line of the NW¼ of said Section 10; thence S 0° 09' 53" W, along a line parallel to the West line of the NW¼ of said Section 10, to a point 1320 feet South of the North line

of the South 110 acres of the NW¼ of said Section 10; thence S 89° 53' 15" W, a distance of 1411.14 feet; thence N 23° 31' 14" W, a distance of 174.61 feet; thence Northeasterly, on a curve to the left having an initial tangent bearing of N 66° 28' 46" E and a radius of 325 feet, for a distance of 91.68 feet; thence Northwesterly, on a curve to the right having an initial tangent bearing of N 47° 40' 05" W and a radius of 225 feet, for a distance of 50.13 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 50° 36' 32" W and a radius of 275 feet, for a distance of 203.94 feet; thence N 00° 54' 18" E, a distance of 137.61 feet; thence N 15° 30' 00" W, a distance of 113.00 feet; thence N 44° 12' 00" W, a distance of 105.00 feet; thence N 73° 30' 00" W, a distance of 116.00 feet; thence S 65° 00' 00" W, a distance of 115.00 feet; thence N 08° 00' 00" W, a distance of 83.00 feet; thence N 00° 09' 53" E, parallel with the West line of said NW¼, a distance of 129.93 feet; thence N 89° 50' 07" W, a distance of 225.32 feet; thence Southwesterly, on a curve to the left having a radius of 225 feet, for a distance of 63.85 feet; thence Southwesterly, on a curve to the right having an initial tangent

bearing of S 73° 54' 16" W and a radius of 200 feet, for a distance of 56.76 feet; thence N 89° 50' 07" W, a distance of 110.00 feet, to a point on the West line of the NW¼ of said Section 10 and 632 feet South of the North line of the South 110 acres of the NW¼ of said Section 10; thence South, along the West line of said Section 10, to the Southeast corner of the NE¼ of Section 9, Township 14, Range 25 of said Johnson County; thence West, along the South line of the NE¼ of said Section 9, to the Southwest corner thereof; thence West, along the South line of the NW¼ of said Section 9, to a point 230 feet East of the Southwest corner thereof; thence North, parallel to the West line of the NW¼ of said Section 9, a distance of 189 feet; thence West, parallel to the South line of the NW¼ of said Section 9, a distance of 230 feet, to a point on the West line thereof; thence North, along the West line of the NW¼ of said Section 9, to the Northwest corner thereof, said point also being the Southwest corner of Section 4, Township 14, Range 25 of said Johnson County; thence North, along the West line of said Section 4, to the Northwest corner thereof; thence continuing North, along the West line of Section 33, Township 13, Range 25, Johnson County, Kansas, to the Northwest corner of the S½ of the SW¼ of said

Section 33; thence East, along the North line of the S½ of the SW¼ of said Section 33, to the East line of the SW¼ of said Section 33; thence North, along the East line of the SW¼ of said Section 33, to the Northeast corner thereof; thence West, along the South line of the NW¼ of said Section 33, to the Southwest corner thereof; thence North, along the West line of the NW¼ of said Section 33, to the Northwest corner thereof; thence East, along the North line of said Section 33, and along the South line of Section 28, Township 13, Range 25, Johnson County, Kansas, to the Southwest corner of the E½ of the SW¼ of the SW¼ of said Section 28; thence North, along the West line of the E½ of the SW¼ of the SW¼ of said Section 28, to the Northwest corner thereof; thence East, along the North line of said E½ to the Northeast corner thereof; thence North along the West line of the E½ of the SW¼ of said Section 28, to the Northwest corner of the E½ of the SW¼ of said Section 28; thence West, along the South line of the NW¼ of said Section 28, to the Southwest corner of the NW¼ of said Section 28; thence North, along the West line of the NW¼ of said Section 28, to the Northwest corner thereof; thence continuing North, along the West line of the S½ of the SW¼ of Section 21, Township 13, Range 25, Johnson County, Kansas, to

the Northwest corner thereof; thence East, along the North line of the S½ of the SW¼ of said Section 21, to a point on the centerline of Tomahawk Creek; thence Northeasterly, along the centerline of said Tomahawk Creek, to its intersection with the East line of the NW¼ of said Section 21, said point being 170 feet North of the Southeast corner of the NW¼ of said Section 21; thence East, along a line perpendicular to the West line of the NE¼ of Section 21, a distance of 150 feet; thence continuing along a line that deflects 18° to the left from the last described course, a distance of 115.51 feet; thence continuing along a line that deflects 44° to the left from the last described course, a distance of 198.8 feet; thence continuing along a line that deflects 47° 20' to the right from the last described course, a distance of 460.14 feet; thence continuing along a line that deflects 57° 10' 30" to the left from the last described course, a distance of 605.19 feet; thence continuing along a line that deflects 18° 05' 30" to the left from the last described course, a distance of 537.85 feet; thence continuing along a line that deflects 90° to the left from the last described course, a distance of 74.13 feet; thence continuing West, along an extension of the last described course, a distance of 418.72 feet; thence continuing along a line that deflects

81° 05' 26" to the right from the last described course, a distance of 176.0 feet; thence continuing along a line that deflects 83° 51' 01" to the left from the last described course, a distance of 470.65 feet, to a point on the West line of the NE¼ of said Section 21, said point being 1762.6 feet North of the Southwest corner of the NE¼ of said Section 21; thence North, along the West line of the NE¼ of said Section 21, to the N¼ corner of said Section 21, said point also being on the South line of Section 16, Township 13, Range 25, of said Johnson County, Kansas; thence West, along the South line of said Section 16, to the Southwest corner thereof; thence North, along the West line of said Section 16, to the Northwest corner thereof; thence East, along the North line of said Section 16, to a point 1097 feet, more or less, East of the Northwest corner of the NE¼ of said Section 16, said point being in the right-of-way of a public road, as said road is now constructed and used; thence Northerly, Northeasterly and Easterly, along the right-of-way of a public road, as said road is now constructed and used, to a point on the East line of the SE¼ of Section 9, Township 13, Range 25, of said Johnson County, Kansas, said point being 1293.01 feet North of the Southeast corner thereof; thence North, along the West line of Section 10 and 3, Township 13, Range 25, of said Johnson

County, Kansas, to the Southwest corner of the NW¼ of said Section 3; thence East, along the South line of the NW¼ of said Section 3, to the Southeast corner thereof; thence North, along the East line of the NW¼ of said Section 3, to the Northeast corner thereof; thence West, along the North line of said Section 3, to the Northwest corner thereof; thence North, along the West line of Sections 34 and 27, Township 12, Range 25, of said Johnson County, Kansas, to the Northwest corner of the S½ of the SW¼ of said Section 27; thence East, along the North line of the S½ of the SW¼ of said Section 27; thence East, along the North line of the S½ of the SW¼ of said Section 27, to the Southwest corner of the NE¼ of the SW¼ of said Section 27; thence North, along the West line of the NE¼ of the SW¼ of said Section 27, to the Northwest corner thereof; thence North, along the West line of the SE¼ of the NW¼ of said Section 27, to the Northwest corner thereof; thence East, along the North line of the SE¼ of the NW¼ of said Section 27, to the Northeast corner thereof; thence North, along the West line of the NE¼ of said Section 27, to the centerline of Somerset Drive, as now located; thence Northeasterly and Easterly, along the centerline of said Somerset Drive, to its intersection with the North line of the S½ of the NE¼ of the NE¼ of said Section 27; thence East, along the North

line of the S½ of the NE¼ of the NE¼ of said Section 27, to the East line of said Section 27; thence North, along the East line of said Section 27, said line also being the West line of NEL-ARO, a subdivision of land in Johnson County, Kansas, to its intersection with the Westerly extension of the South line of Lot 3, of said NEL-ARO; thence East, along the South line of said Lot 3 and its extensions, to the East line of fractional Section 26, Township 12, Range 25, of said Johnson County, Kansas; thence South, along the East line of said fractional Section 26 and the East line of fractional Section 35, Township 12, Range 25, of said Johnson County, Kansas, and the East line of fractional Section 2, Township 13, Range 25, of said Johnson County, Kansas, said line also being the common line between the States of Kansas and Missouri, to the point of beginning.

SCOTT D. CONFER
LICENSED
LS-1249
11-08-01
KANSAS
LAND SURVEYOR

By: _____
Scott D. Confer
October 12, 1993
(Revised November 30, 1995)
(Revised November 25, 1995)
(Revised December 2, 1997)
(Revised November 30, 1999)
(Revised November 9, 2001)

3350856

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD
N/C 2002 JAN -4 P 2:10
REBECCA L. DAVIS
REGISTER OF DEEDS

RESOLUTION NO. 1654

RESOLUTION DESCRIBING THE CORPORATE LIMITS AND BOUNDARY LINES OF THE CITY OF LEAWOOD, KANSAS, IN ACCORDANCE WITH K.S.A. § 12-517 ET SEQ., AND AMENDMENTS THERETO, REPEALING THE EXISTING RESOLUTION NO. 1486, AND ANY PREVIOUSLY APPROVED RESOLUTIONS RELATIVE TO THE CORPORATE LIMITS AND BOUNDARY LINES OF THE CITY OF LEAWOOD, KANSAS.

WHEREAS, the City of Leawood, Kansas, has additional territory that needs to be included in the existing corporate boundaries; and

WHEREAS, K.S.A. § 12-517, et seq., requires the declaration of such new corporate boundaries, by resolution, prior to December 31, 2001; and

WHEREAS, the City of Leawood, Kansas, has determined the necessity of defining such new corporate boundaries in accordance with K.S.A. § 12-517, et seq., and amendments thereto, in the attached legal description, attached hereto as Exhibit "A".

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

SECTION ONE: The corporate limits and boundary lines of the City of Leawood, Kansas, as heretofore changed by additions or exclusions of adjacent territory to the City are hereby defined in the attached legal description, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth.

SECTION TWO: This resolution shall become effective upon passage by the Governing Body.

PASSED by the Governing Body this 3rd day of December, 2001.

APPROVED by the Mayor this 4th day of December, 2001.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

BOOK 7551 PAGE 269

N/C

4800 Town Ctr. Dr.
Leawood, KS. 66211
City of Leawood

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

CERTIFICATE

State of Kansas
County of Johnson
City of Leawood

I, Martha Heizer, City Clerk of the City of Leawood, Kansas, hereby certify that the above and foregoing with attached Exhibit A is a true and correct copy of Resolution No. 1654 as the same appears in my office.

In testimony whereof, I have hereunto signed my name and affixed the seal of said city this 6th day of December, 2001.

(S E A L)

Martha Heizer

SHAFER, KLINE & WARREN, INC. ■ 11100 West 91st Street, Overland Park, Kansas 66214-3216 ■ 913-888-7800 FAX: 913-888-7868

October 12, 1993
(Revised November 30, 1995)
(Revised November 25, 1996)
(Revised December 2, 1997)
(Revised November 30, 1999)
(Revised November 9, 2001)

EXHIBIT A

REVISED
LEGAL DESCRIPTION FOR
CITY OF LEAWOOD BOUNDARY
JOHNSON COUNTY, KANSAS

Beginning at the Northeast corner of fractional Section 11, Township 13, Range 25, Johnson County, Kansas; thence South, along the East line of said fractional Section 11 along the East line of fractional Section 14, Township 13, Range 25, of said Johnson County, along the East line of fractional Section 23, Township 13, Range 25, of said Johnson County, along the East line of fractional Section 26, Township 13, Range 25, along the East line of fractional Section 35, Township 13, Range 25, of said Johnson County, and along the East line of fractional Section 2, Township 14, Range 25, of said Johnson County, to the Southeast corner of the North 20 acres of said fractional Section 2; thence West, along the South line of the North 20 acres of said factional Section 2, to the Southwest corner thereof; thence South, along the West line of said fractional Section 2, to the Southeast corner of the N½ of the SE¼ of Section 3, Township 14, Range 25, of said Johnson County; thence West, along the South

A MULTI-DISCIPLINE APPROACH TO PROJECTS
Civil Engineers ■ Electrical Engineers ■ Mechanical Engineers ■

line of the N½ of the SE¼ of said Section 3, to the Southwest corner thereof; thence South, along the West line of the SE¼ of said Section 3, to the Southwest corner thereof; thence East, along the South line of the SE¼ of said Section 3 and along the North line of the NE¼ of Section 10, Township 14, Range 24, to a point 156.30 feet East of the West line of Lot 31, MASTIN GARDENS, a subdivision of land (now vacated), of said Johnson County; thence South, along a line 156.30 feet East of and parallel to the West line and its extension of said Lot 31, to a point on the centerline of the abandoned right-of-way of the St. Louis and San Francisco Railway Company, as formerly established; thence Southwesterly, along the centerline of said railway, to its intersection with the West line of the NE¼ of said Section 10, said point also being on the East line of the NW¼ of said Section 10; thence South, along the East line of the North fifty acres of the NW¼ of said Section 10, to the Southeast corner thereof; thence West, along the South line of the North fifty acres of the NW¼ of said Section 10, to a point 2409.6 feet East of the West line of the NW¼ of said Section 10; thence S 0° 09' 53" W, along a line parallel to the West line of the NW¼ of said Section 10, to a point 1320 feet South of the North line

of the South 110 acres of the NW¼ of said Section 10; thence S 89° 53' 15" W, a distance of 1411.14 feet; thence N 23° 31' 14" W, a distance of 174.61 feet; thence Northeasterly, on a curve to the left having an initial tangent bearing of N 66° 28' 46" E and a radius of 325 feet, for a distance of 91.68 feet; thence Northwesterly, on a curve to the right having an initial tangent bearing of N 47° 40' 05" W and a radius of 225 feet, for a distance of 50.13 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 50° 36' 32" W and a radius of 275 feet, for a distance of 203.94 feet; thence N 00° 54' 18" E, a distance of 137.61 feet; thence N 15° 30' 00" W, a distance of 113.00 feet; thence N 44° 12' 00" W, a distance of 105.00 feet; thence N 73° 30' 00" W, a distance of 116.00 feet; thence S 65° 00' 00" W, a distance of 115.00 feet; thence N 08° 00' 00" W, a distance of 83.00 feet; thence N 00° 09' 53" E, parallel with the West line of said NW¼, a distance of 129.93 feet; thence N 89° 50' 07" W, a distance of 225.32 feet; thence Southwesterly, on a curve to the left having a radius of 225 feet, for a distance of 63.85 feet; thence Southwesterly, on a curve to the right having an initial tangent

bearing of S 73° 54' 16" W and a radius of 200 feet, for a distance of 56.76 feet; thence N 89° 50' 07" W, a distance of 110.00 feet, to a point on the West line of the NW¼ of said Section 10 and 632 feet South of the North line of the South 110 acres of the NW¼ of said Section 10; thence South, along the West line of said Section 10, to the Southeast corner of the NE¼ of Section 9, Township 14, Range 25 of said Johnson County; thence West, along the South line of the NE¼ of said Section 9, to the Southwest corner thereof; thence West, along the South line of the NW¼ of said Section 9, to a point 230 feet East of the Southwest corner thereof; thence North, parallel to the West line of the NW¼ of said Section 9, a distance of 189 feet; thence West, parallel to the South line of the NW¼ of said Section 9, a distance of 230 feet, to a point on the West line thereof; thence North, along the West line of the NW¼ of said Section 9, to the Northwest corner thereof, said point also being the Southwest corner of Section 4, Township 14, Range 25 of said Johnson County; thence North, along the West line of said Section 4, to the Northwest corner thereof; thence continuing North, along the West line of Section 33, Township 13, Range 25, Johnson County, Kansas, to the Northwest corner of the S½ of the SW¼ of said

Section 33; thence East, along the North line of the S½ of the SW¼ of said Section 33, to the East line of the SW¼ of said Section 33; thence North, along the East line of the SW¼ of said Section 33, to the Northeast corner thereof; thence West, along the South line of the NW¼ of said Section 33, to the Southwest corner thereof; thence North, along the West line of the NW¼ of said Section 33, to the Northwest corner thereof; thence East, along the North line of said Section 33, and along the South line of Section 28, Township 13, Range 25, Johnson County, Kansas, to the Southwest corner of the E½ of the SW¼ of the SW¼ of said Section 28; thence North, along the West line of the E½ of the SW¼ of the SW¼ of said Section 28, to the Northwest corner thereof; thence East, along the North line of said E½ to the Northeast corner thereof; thence North along the West line of the E½ of the SW¼ of said Section 28, to the Northwest corner of the E½ of the SW¼ of said Section 28; thence West, along the South line of the NW¼ of said Section 28, to the Southwest corner of the NW¼ of said Section 28; thence North, along the West line of the NW¼ of said Section 28, to the Northwest corner thereof; thence continuing North, along the West line of the S½ of the SW¼ of Section 21, Township 13, Range 25, Johnson County, Kansas, to

the Northwest corner thereof; thence East, along the North line of the S½ of the SW¼ of said Section 21, to a point on the centerline of Tomahawk Creek; thence Northeasterly, along the centerline of said Tomahawk Creek, to its intersection with the East line of the NW¼ of said Section 21, said point being 170 feet North of the Southeast corner of the NW¼ of said Section 21; thence East, along a line perpendicular to the West line of the NE¼ of Section 21, a distance of 150 feet; thence continuing along a line that deflects 18° to the left from the last described course, a distance of 115.51 feet; thence continuing along a line that deflects 44° to the left from the last described course, a distance of 198.8 feet; thence continuing along a line that deflects 47° 20' to the right from the last described course, a distance of 460.14 feet; thence continuing along a line that deflects 57° 10' 30" to the left from the last described course, a distance of 605.19 feet; thence continuing along a line that deflects 18° 05' 30" to the left from the last described course, a distance of 537.85 feet; thence continuing along a line that deflects 90° to the left from the last described course, a distance of 74.13 feet; thence continuing West, along an extension of the last described course, a distance of 418.72 feet; thence continuing along a line that deflects

81° 05' 26" to the right from the last described course, a distance of 176.0 feet; thence continuing along a line that deflects 83° 51' 01" to the left from the last described course, a distance of 470.65 feet, to a point on the West line of the NE¼ of said Section 21, said point being 1762.6 feet North of the Southwest corner of the NE¼ of said Section 21; thence North, along the West line of the NE¼ of said Section 21, to the N¼ corner of said Section 21, said point also being on the South line of Section 16, Township 13, Range 25, of said Johnson County, Kansas; thence West, along the South line of said Section 16, to the Southwest corner thereof; thence North, along the West line of said Section 16, to the Northwest corner thereof; thence East, along the North line of said Section 16, to a point 1097 feet, more or less, East of the Northwest corner of the NE¼ of said Section 16, said point being in the right-of-way of a public road, as said road is now constructed and used; thence Northerly, Northeasterly and Easterly, along the right-of-way of a public road, as said road is now constructed and used, to a point on the East line of the SE¼ of Section 9, Township 13, Range 25, of said Johnson County, Kansas, said point being 1293.01 feet North of the Southeast corner thereof; thence North, along the West line of Section 10 and 3, Township 13, Range 25, of said Johnson

County, Kansas, to the Southwest corner of the NW¼ of said Section 3; thence East, along the South line of the NW¼ of said Section 3, to the Southeast corner thereof; thence North, along the East line of the NW¼ of said Section 3, to the Northeast corner thereof; thence West, along the North line of said Section 3, to the Northwest corner thereof; thence North, along the West line of Sections 34 and 27, Township 12, Range 25, of said Johnson County, Kansas, to the Northwest corner of the S½ of the SW¼ of said Section 27; thence East, along the North line of the S½ of the SW¼ of said Section 27; thence East, along the North line of the S½ of the SW¼ of said Section 27, to the Southwest corner of the NE¼ of the SW¼ of said Section 27; thence North, along the West line of the NE¼ of the SW¼ of said Section 27, to the Northwest corner thereof; thence North, along the West line of the SE¼ of the NW¼ of said Section 27, to the Northwest corner thereof; thence East, along the North line of the SE¼ of the NW¼ of said Section 27, to the Northeast corner thereof; thence North, along the West line of the NE¼ of said Section 27, to the centerline of Somerset Drive, as now located; thence Northeasterly and Easterly, along the centerline of said Somerset Drive, to its intersection with the North line of the S½ of the NE¼ of the NE¼ of said Section 27; thence East, along the North

line of the S½ of the NE¼ of the NE¼ of said Section 27, to the East line of said Section 27; thence North, along the East line of said Section 27, said line also being the West line of NEL-ARO, a subdivision of land in Johnson County, Kansas, to its intersection with the Westerly extension of the South line of Lot 3, of said NEL-ARO; thence East, along the South line of said Lot 3 and its extensions, to the East line of fractional Section 26, Township 12, Range 25, of said Johnson County, Kansas; thence South, along the East line of said fractional Section 26 and the East line of fractional Section 35, Township 12, Range 25, of said Johnson County, Kansas, and the East line of fractional Section 2, Township 13, Range 25, of said Johnson County, Kansas, said line also being the common line between the States of Kansas and Missouri, to the point of beginning.

SCOTT D. CONFER LICENSED LS-1249 KANSAS SURVEYOR

By: _____ 11-09-01
Scott D. Confer, KS LS-1249
October 12, 1993
(Revised November 30, 1995)
(Revised November 25, 1995)
(Revised December 2, 1997)
(Revised November 30, 1999)
(Revised November 9, 2001)

RESOLUTION NO. 1655

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER LEASE/PURCHASE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND INFORMATION LEASING CORPORATION ["ILC"] FOR THE LEASE/PURCHASE OF A LADDER FIRE TRUCK FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, the City is a political subdivision of the State of Kansas, and is duly organized and existing pursuant to the Constitution and laws of the State of Kansas; and

WHEREAS, pursuant to applicable law, the Governing Body of the City is authorized to acquire, dispose of and encumber personal property, including, without limitation, rights and interest in personal property, leases and easements necessary to the functions or operations of the City; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease/purchase agreements ['Equipment Leases'] in the principal amount not exceeding $570,256.00, for the purpose of acquiring the property ['Equipment'] to be described in the Equipment Leases is appropriate and necessary to the functions and operations of the City; and

WHEREAS, ILC shall act as Lessor under said Equipment Leases.

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

SECTION ONE: Peggy Dunn, Mayor of the City of Leawood, Kansas, ['Authorized Representative'] acting on behalf of the City, is hereby authorized to negotiate, enter into, execute, and deliver the Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the City. The Authorized Representative acting on behalf of the City is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION TWO: The aggregate original principal amount of the Equipment Leases shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City as set forth therein.

SECTION THREE: The City's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the City's obligations under the Equipment Leases shall not constitute an unlawful general obligation of the City or indebtedness under the Constitution and laws of the State of Kansas.

SECTION FOUR: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3rd day of December, 2001.

APPROVED by the Mayor this 4th day of December, 2001.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Orig. to Ben 12/5 – awaiting fully executed copy.

MASTER LEASE-PURCHASE AGREEMENT

Dated as of 11/19/01

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between Information Leasing Corporation ("Lessor") and the lessee identified below ("Lessee").

LESSEE: City of Leawood

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. **RENT PAYMENTS.**

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational, as further defined in the Lease Schedule. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

6.3 If a Non-Appropriation Event occurs, then, during the twelve month period following the Return Date, Lessee agrees not to acquire (by purchase, lease or otherwise) replacement equipment which is functionally similar to the equipment covered by such terminated Lease, or to appropriate funds for the acquisition of such replacement equipment. Notwithstanding the foregoing of this Section 6.3, the restrictions of this section 6.3 shall automatically and without further action of the parties be ineffective and be deleted: (a) from any terminated Lease if the net proceeds of the sale of the returned Equipment is sufficient to pay the Termination Value of the equipment as of the Return Date; or (b) from any Lease if the application of the restrictions in this section 6.3 would not be permitted by then applicable law or would cause such Lease to be invalid or unenforceable in any material respect.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor,

and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. **TITLE; SECURITY INTEREST.**

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any

Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (I) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.** Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

18. **ASSIGNMENT.**

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee; provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to The Provident Bank (and its successors or assigns) or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment; provided, however, that the city shall be entitled to recover any attorney fees and expenses and any costs should it prevail in any action under this lease.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry

standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the state of Lessee (the "State").

23. **NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing.

24. **FINANCIAL INFORMATION.** Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

25. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original".

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

City of Leawood (Lessee Name)	INFORMATION LEASING CORPORATION ("Lessor")
By: Peggy J. Dunn	By:
Title: Mayor	Title: Funding Authority
4800 Town Center Drive Leawood, KS 66211	10 West Broad Street, Suite 310 Columbus, OH 43215

LEASE SCHEDULE NO. 338500001

Dated As Of 11/19/01

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated 11/19/01

A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.

B. EQUIPMENT LOCATION: 12701 Mission Road
Leawood, KS 66211

C. ACCEPTANCE OF EQUIPMENT: AS BETWEEN LESSEE AND LESSOR, MEANS THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

D. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

E. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule.

F. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).

Equipment/Escrow Acceptance Date: See Delivery & Acceptance Certificate

City of Leawood
(Lessee Name)

By: Peggy J. Dunn

Title: Mayor

4800 Town Center Drive
Leawood, KS 66211

INFORMATION LEASING CORPORATION
("Lessor")

By: _____

Title: Funding Authority

10 West Broad Street, Suite 310
Columbus, OH 43215

ADDENDUM TO LEASE SCHEDULE

The parties agree that this Addendum to Lease Schedule No. 338500001, as part of Master Lease Agreement dated 11/19/01, is incorporated in to such Lease Agreement as if the terms hereof were fully set forth therein.

The parties agree that:

Notwithstanding any provision in the Master Lease-Purchase Agreement and other attachments thereto and schedules thereof, the City of Leawood is obligated only to pay periodic installments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during such municipality's current budget year. This obligation is subject to the provisions of paragraph 6 of the Agreement.

In accordance with state law, the parties agree that the cash price for the equipment is $804,486, less vendor discounts of $33,234 and less a trade-in allowance of $5,000. The annual effective interest rate is 4.76% and the annual average effective interest cost is $15,124.24.

The parties further acknowledge that the payments contemplated under the Agreement do not include any amounts for service, maintenance, insurance or charges other than principal and interest as shown in the Agreement and its attachments and schedules.

City of Leawood:	Information Leasing Corporation:
By: Peggy J. Dunn	By: _____
Title: Mayor	Title: _____

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. 338500001 Dated 11/19/01

Accrual Date: 12/14/01

Amount Financed: $570,256.00

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Termination Value
		$	$	$	$
Loan	12/14/01				
Loan	12/14/01				
1	09/14/02	96,589.38	20,376.73	76,212.65	503,924.21
2	09/14/03	96,589.38	23,516.46	73,072.92	429,389.83
3	09/14/04	96,589.38	20,038.19	76,551.19	351,307.62
4	09/14/05	96,589.38	16,394.36	80,195.02	269,508.70
5	09/14/06	96,589.38	12,577.07	84,012.31	183,816.14
6	09/14/07	96,589.38	8,578.09	88,011.29	94,044.63
7	09/14/08	96,589.38	4,388.76	92,200.62	0.00

City of Leawood
(Lessee Name)

By: Peggy J. Dunn

Title: Mayor

INFORMATION LEASING CORPORATION
("Lessor")

By: _____

Title: Funding Authority

ESCPYMT (01) 4/26/96

SCHEDULE A-1
Equipment Description

Lease Schedule No. 338500001 dated 11/19/01

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: City of Leawood
12701 Mission Road
Leawood, KS 66209
Johnson County
And any location deemed necessary for
City business and activities

Equipment Description: Pierce Dash 105' Platform

VIN # _____

Expected Equipment Purchase Price	$804,486.00
Minus Lessee Down Payment	$195,996.00
Minus Lessee Trade-in	$5,000.00
Net Amount Financed	$570,256.00

This Schedule A-1 is attached to the Lease Schedule or a Receipt Certificate/Payment Request relating to the Lease Schedule.

City of Leawood
(Lessee Name)

By: Peggy J. Dunn

Title: Mayor

INFORMATION LEASING CORPORATION
("Lessor")

By: _____

Title: Funding Authority

VEHICLE SCHEDULE ADDENDUM

Dated As Of 11/19/01

Lease Schedule No. 338500001 Dated 11/19/01

Lessee: City of Leawood

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between Information Leasing Corporation ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of clause (b) of Section 14.1 of the Master Lease shall be in an amount not less than $500,000.00 per person injured and $1,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and $500,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Leawood
(Lessee Name)

By: Peggy J. Quinn

Title: Mayor

INFORMATION LEASING CORPORATION
("Lessor")

By: _____

Title: Funding Authority

THREE PARTY AGREEMENT

Dated as of 11/19/01

"Lessee" means City of Leawood

"Lease" means Lease-Purchase Agreement No 338500001 dated 11/19/01, together with its Schedule A-1.

Reference is made to the Lease described above between Information Leasing Corporation ("Lessor") and the Lessee identified above which relates to Equipment described therein ("Equipment") to be supplied by **Pierce Manufacturing, Inc.** ("Supplier"). For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price: $804,486.00
Advance Payment Date: 12/14/01
Vendor Discounts: $33,234.00

3. Upon execution of the Lease and delivery of all documents relating thereto required by Lessor, Lessee agrees that it has paid the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment: $195,996.00
Lessee Trade In: $5,000.00
Amount Financed: $570,256.00

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: September 14, 2002

(b) Supplier hereby agrees that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: December 14, 2002

5. If Supplier delivers the Equipment to Lessee in accordance with subparagraph 4(b) hereof **after the Anticipated Delivery date but on or before the Outside Delivery Date**, then Supplier agrees to pay all interest that has accrued under the Lease from and including the Anticipated Delivery Date through the date that Supplier delivers the Equipment to Lessee in accordance with subparagraph 4(b) hereof.

6. If for any reason whatsoever Supplier fails to comply with its agreements set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date, then Supplier hereby agrees as follows:

(a) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessee the Lessee Down Payment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;

(b) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessor the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and

(c) "Prime Rate" means the prime rate of interest announced from time to time as the prime rate by Provident Bank (or its successors or assigns); provided, that the parties acknowledge that the Prime Rate is not intended to be the lowest rate of interest charged by said bank in connection with extensions of credit.

7. If Supplier makes the payments described in **paragraph 6** above under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease as of such payment date, then Lessee and Lessor agree that the Lease shall terminate as of the date of such payments by Supplier.

8. Except as expressly set forth herein, the Lease and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

City of Leawood
("Lessee")

By: Peggy J. Dunn

Title: Mayor

Pierce Manufacturing, Inc.
("Supplier")

By: _____

Title: _____

Information Leasing Corporation
("Lessor")

By: _____

Title: Funding Authority

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease-Purchase Agreement No. 338500001

Reference is made to the above Lease-Purchase Agreement ("Lease"), which has been executed and delivered by the undersigned Lessee ("Lessee") and Information Leasing Corporation ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Lease and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, express or implied, in the Lease or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease.

City of Leawood
(Lessee)

By: Peggy J. Dunn

Title: Mayor

CERTIFICATE OF INCUMBENCY

Lessee: City of Leawood

Lessee Schedule No. 338500001 Dated: 11/19/01

I, the undersigned ~~Secretary~~/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting ~~Secretary~~/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
Peggy J. Dunn	Mayor	Peggy J. Dunn

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Martha Heizer [SEAL]

Signature of ~~Secretary~~/Clerk of Lessee

Print Name: MARTHA HEIZER

Official Title: City Clerk

Date: 12/3/2001

(Finalrecept.doc)

INSURANCE COVERAGE DISCLOSURE

Information Leasing Corporation, LESSOR

City of Leawood, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS (check to indicate coverage)

1. In accordance with the Lease/Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

_____ **Please Fill in Insurance**
_____ **Agent's Information**
_____
Phone: _____

to issue:

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Information Leasing Corporation and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Information Leasing Corporation and/or its assigns as an Additional Insured.

Minimum Coverage Required:
$500,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$500,000.00 property damage liability

Proof of insurance coverage will be provided to Information Leasing Corporation, 10 West Broad Street, Suite 310, Columbus, OH 43215, prior to the time that the property is delivered to Lessee.

OR

_____2. Pursuant to the Lease/Purchase Agreement, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

a. All risk, physical damage in the amount specified in 1(a) above.

b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a copy of the statute authorizing this form of insurance.

LESSEE: **City of Leawood**

By: Peggy J. Dunn Title: Mayor

MLDCERT (01) 4/26/96

Form **8038-G** (Rev. November 2000) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name: CITY OF LEAWOOD		2 Issuer's employer identification number: 48 6075890	
3 Number and street (or P.O. box if mail is not delivered to street address): 4800 TOWN CENTER DRIVE	Room/suite	4 Report number: 3	
5 City, town, or post office, state, and ZIP code: LEAWOOD, KS 66211		6 Date of issue: 12/14/01	
7 Name of issue: 338500001		8 CUSIP number	
9 Name and title of officer or legal representative whom the IRS may call for more information: ANGELA MASONI		10 Telephone number of officer or legal representative: (614) 221-0538	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	☐ Education	11	
12	☐ Health and hospital	12	
13	☐ Transportation	13	
14	☑ Public safety	14	570,256.00
15	☐ Environment (including sewage bonds)	15	
16	☐ Housing	16	
17	☐ Utilities	17	
18	☐ Other. Describe ▶	18	
19	If obligations are TANs or RANs, check box ▶ ☐ If obligations are BANs, check box ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/14/08	$ 570,256.00	$	7 years	4.76 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

33 Enter the last date on which the refunded bonds will be called ▶ _____

34 Enter the date(s) the refunded bonds were issued ▶

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b	Enter the final maturity date of the guaranteed investment contract ▶		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

40 If the issuer has identified a hedge, check box ▶ ☐

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Peggy J. Dunn 12/3/01

Signature of issuer's authorized representative — Date

Peggy J. Dunn, Mayor

Type or print name and title

Amended by Res. 1666

RESOLUTION NO. 1656

A RESOLUTION DESIGNATING HOLIDAYS FOR THE YEAR 2002, IN ACCORDANCE WITH THE PERSONNEL RULES AND REGULATIONS OF THE CITY OF LEAWOOD, KANSAS.

WHEREAS, Section 9-2 of the 'Personnel Rules and Regulations,' as published in December, 1992, and amendments thereto, requires that holidays for all regular employees of the City of Leawood ['City'] be confirmed by the Governing Body in resolution form; and

WHEREAS, after review of the holiday dates for the year 2002, staff recommends the below listed dates be adopted as recognized holidays for the City.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the following dates as recognized holidays for the year 2002:

New Year's Day	January 1, 2002	
Martin Luther King, Jr., Day	January 21, 2002	[3rd Monday in January]
Presidents' Day	February 18, 2002	[3rd Monday in February]
Memorial Day	May 27, 2002	[last Monday in May]
Independence Day	July 4, 2002	
Labor Day	September 2, 2002	[1st Monday in September]
Thanksgiving	November 28, 2002	[4th Thursday in November]
	November 29, 2002	[4th Friday in November]
Christmas	December 25, 2002	

SECTION TWO: This resolution shall become effective upon passage by the Governing Body.

RESOLUTION NO. 1657

The Leawood Governing Body has considered the request for approval of final plat for Wilshire Place 2nd Plat, located at approximately 132nd and High Drive, Leawood, Johnson County, Kansas.

WHEREAS, the Comprehensive Plan designates this area as Medium Density Residential, and;

WHEREAS, the property is zoned RP-1, Planned Single Family Residential, and;

WHEREAS, the project is limited to 15 lots on 6.16 acres for a density of 2.44 units/acre, and;

WHEREAS, the minimum lot size shall be 9,600 sq. ft., and;

WHEREAS, a barricade will be placed across the High Drive entrance into the subdivision until all streets within Wilshire Place 1st and 2nd phases have been completed, and 133rd Street has been constructed from Mission Road to State Line Road, and;

WHEREAS, *the plat is in substantial compliance with the preliminary plat, and;*

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The plat is limited to 15 lots on 6.16 acres for a density of 2.44 units/acre.
2. The developer is responsible for a park impact fee in the amount of $300 per lot (15 x $300 = $4,500). This fee is to be paid prior to recording the final plat.
3. This plat shall have a deviation that allows a minimum lot size of 9,600 sqft.
4. The applicant shall be allowed a front yard deviation setback of 26.5' and a street side yard deviation setback of 22.5'.
5. Rear yard setbacks shall be 30 ft. in accordance with RP-1 zoning.
6. All monument signs shall be placed within a common area designated as a separate tract of land to be maintained by the homes association.
7. A subdivision marker, of the same design used within other parts of the subdivision, may be placed at the subdivisions northern entrance and not a monument sign identifying the Wilshire Place subdivision.
8. All common landscape areas are to be irrigated.
9. A contract is required between the Wilshire Place and Greenbrier of Leawood subdivisions, which will allow the Greenbrier of Leawood monument sign to be located within the Wilshire Place subdivision, or have it moved to an area within the Greenbrier of Leawood subdivision. This will be required prior to recording the final plat.
10. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to the recording of the final plat.
11. The applicant must obtain all approvals and permits from the Public Works Department, per the attached public works memo, prior to recording the plat.
12. All streets within the subdivision will be public. The developer or Homes Association will maintain any planting or statuary within the street right-of-way.
13. All sidewalks will be installed as per street construction standards.
14. All deciduous trees shall be a minimum of seven feet tall and 2-½ inch caliper immediately after planting.
15. Construction traffic shall only be allowed into the subdivision off of 133rd Street. The developer shall be responsible for placing a barricade across the entrance into the subdivision from High

Drive, to ensure that construction traffic does not utilize High Drive, until all streets within the Wilshire Place 1st and 2nd phases have been completed and 133rd Street has been constructed from Mission Road to State Line Road.

16. Signs shall be posted that construction traffic is to use 133rd only. These signs will remain until all construction is completed within the 1st, 2nd and 3rd phases of the subdivision.
17. A digital copy of the recorded plat shall be submitted to Planning staff.
18. The developer / property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through eighteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, December 17, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 17th day of December, 2001.

Signed by the Mayor this 17th day of December, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

October 17, 2001

To: Diane Binckley, Planning & Development Director

From: David Ley, P.E., City Engineer, Public Works Department DWL

Re: Wilshire Place 2nd Plat, Case No. 53-01

The Public Works Department has reviewed the preliminary submittals for the referenced project and would like to make the following stipulations part of the approval process.

- Enclose the storm drainage system on Tract B.

If you have any questions regarding this matter, please feel free to contact me at extension 135.

cc: Public Works Book
File

This item has been resolved per David Ley's memo dated Nov. 8, 2001

Sister City to I-Lan, Taiwan, R.O.C.

Diane Binckley

From: David Ley

Sent: Thursday, November 08, 2001 4:54 PM

To: Diane Binckley

Subject: Wilshire 2 & 3

Diane,

I met with Ed Schlagel & Leo Ashner about the open channel on Tract B of Wilshire 2nd Plat. The comment from Public Works was to remove the concrete lined channel and enclose the storm system from 13109 Cantebury to High Drive. After reviewing the condition of the concrete lined channel and the extensive landscaping surrounding the channel, Public Works has decided to allow the channel to remain.

The one issue that we are working with the developer is the location of the proposed sidewalk in this area. There is a 2' (+/-) diameter Sycamore approximately 4' from the back of curb. Public Works has agreed to allow the sidewalk to go between the tree and the open channel. This will require a retaining wall and hand rail along the sidewalk in the vicinity of the tree. If the grades on the s/w become greater then 6%, the tree will have to be removed and the sidewalk will be constructed per our standards.

David Ley, P.E.
City Engineer
4800 Town Center Dr
Leawood, KS 66211
Phone: (913) 339-6700, Ext. 134
Fax: (913) 339-9374

RESOLUTION NO. 1658

The Leawood Governing Body has considered the request for approval of final plat for Wilshire Place 3rd Plat, located at approximately 132nd and High Drive, Leawood, Johnson County, Kansas.

WHEREAS, the Comprehensive Plan designates this area as Medium Density Residential - Single Family Detached, and;

WHEREAS, the property is zoned RP-1, Planned Single Family Residential, and;

WHEREAS, the project is limited to 82 lots on 32.4 acres for a density of 2.53 units/acre, and;

WHEREAS, the minimum lot size shall be 9,600 sqft, and;

WHREAS, all the perimeter lots will have a 30 ft. rear build line, and;

WHEREAS, a 30 ft. landscape easement is provided on the rear yards of the lots adjacent to 133rd Street, and;

WHEREAS, a 10 ft. paved path will be constructed, in lieu of a sidewalk on the north side of 133rd Street, and;

WHEREAS, the final plat is in substantial compliance with the preliminary plat, and;

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The plat is limited to 82 lots on 32.4 acres for a density of 2.53 units/acre.
2. The developer is responsible for a park impact fee in the amount of $300 per lot (82 x $300 = $24,600). This fee is to be paid prior to the recording of the final plat.
3. The property owner is participating in a benefit district for the construction of 133rd Street, if for some reason 133rd Street is not constructed as a result of this benefit district, the developer shall construct 133rd Street along the frontage of their property.
4. Design and construction of 133rd Street to Mission Road shall be completed under a single set of construction plans.
5. Lots adjacent to 133rd Street shall be limited to a 4' black, wrought iron fence of a style approved by the subdivision and the City of Leawood.
6. This plat shall have a deviation that allows a minimum lot size of 9,600 sqft, a minimum side yard of 10', a minimum front setback of 26.5' and a minimum street-side side yard of 22.5'.
7. Rear yard setbacks shall be 30' in accordance with RP-1 zoning.
8. A statement shall be included on the plat that states that there shall be no ingress or egress within the 30' rear build line / landscape easement for those lots that are adjacent to 133rd Street.
9. The portion of 131st Terrace that extends eastward off of 131st Street and ends in a cul-de-sac shall be renamed to 131st Place.
10. All common landscape areas are to be irrigated.
11. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to recording the final plat.
12. The applicant must obtain all approvals and permits from the Public Works Department, per the attached public works memo, prior to recording the plat.
13. All streets within the subdivision will be public. The developer or Homes Association will maintain any planting or statuary within the street right-of-way.
14. All sidewalks will be installed as per street construction standards.

15. All deciduous trees shall be a minimum of seven feet tall and 2-½ inch caliper immediately after planting.
16. Lighting fixtures along 133rd Street will be of a special design chosen by the City of Leawood.
17. Construction traffic shall only be allowed into the subdivision off of 133rd Street. The developer shall be responsible for placing a barricade across all street connections between the 2nd phase of Wilshire Place and the 3rd phase, until all streets within the 3rd phase of Wilshire Place have been completed and 133rd Street has been constructed from Mission Road to State Line Road.
18. Signs shall be posted that construction traffic is to use 133rd only. These signs will remain until all construction is completed within the 1st, 2nd and 3rd phases of the subdivision.
19. A digital copy of the recorded plat shall be submitted to Planning staff.
20. The developer / property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, December 17, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 17th day of December, 2001.

Signed by the Mayor this 17th day of December, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

October 17, 2001

To: Diane Binckley, Planning & Development Director

From: David Ley, P.E., City Engineer, Public Works Department DWL

Re: Wilshire Place 3rd Plat, Case No. 54-01

The Public Works Department has reviewed the preliminary submittals for the referenced project and would like to make the following stipulations part of the approval process.

- Provide a drainage easement on the plat for the channel located along the north side of the plat.
- Provide all necessary easements for utilities on the plat.
- Provide language on the Plat for the area designated as Tract C.
- Make improvements to the channel that leads to the proposed culvert under 133rd Street.
- Provide area inlets along the proposed berm on 133rd Street to capture the water before it crosses the Bike/Hike Trail.

If you have any questions regarding this matter, please feel free to contact me at extension 138.

cc: Public Works Book
File

Sister City to I-Lan, Taiwan, R.O.C.

RESOLUTION NO. 1659

The Leawood Governing Body has considered the request for approval of a rezoning, preliminary site plan and preliminary plat, for Tuscany Reserve Commercial development, located at the southwest corner of 135th Street and Chadwick, Leawood, Johnson County, Kansas.

WHEREAS, Tuscany Reserve - Commercial, ['Applicant'] submitted a request for a rezoning from AG to SD(O) and SD(NCR), a preliminary plat and a preliminary site plan, for real property located south of 135th Street and west of Chadwick; and

WHEREAS, Tuscany Reserve - Commercial appeared before the Planning Commission on November 27, 2001, and presented such requests for approval; and

WHEREAS, a public hearing was held before the Planning Commission pursuant to the Leawood Development Ordinance; and

WHEREAS, the project consists of 3 office buildings of 93,000 sqft. and 3 retail buildings of 28,475 sqft., and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations for approval:

1. The project is limited to 6 buildings of 121,475 sqft. on 12.3 acres (.23 FAR).
2. At the time of final site plan, a sign concept, full landscape plans, final architecture plans, final design guidelines, additional information about the plaza courtyard areas, pedestrian connections, and covenant/deed restrictions must be submitted. These will be reviewed to ensure compatibility with the Leawood Development Ordinance Special Development Overlay Districts and the 135th Street Corridor Guidelines.
3. The applicant is responsible for an impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Plan Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10 / square foot of finished floor area.
4. The applicant is responsible for a park impact fee in the amount of $.10 / square foot of finished floor area.
5. The applicant is responsible for the K-150 impact fee in the amount of $1.32 / sqft. for retail and $0.40 / sqft. for office.
6. The developer shall construct 137th Street along the full frontage of the property.
7. The developer shall construct a third lane of 135th Street along the full frontage of the property.
8. The developer shall construct either Pawnee from 135th Street to 137th Street, or the remainder of Chadwick from 135th Street to 137th Street. The developer shall dedicate the R.O.W. and pay $200 / front foot for any portion of Pawnee or Chadwick not constructed.
9. All power lines, etc. are required to be underground and must be done at the time of widening 135th Street, and prior to final occupancy of any building within the project.
10. In conformance with the 135th Street Design Guidelines, all trash enclosures shall be architecturally attached to the building and must be screened from public view with a 6 foot solid

masonry structure to match the materials used in the buildings, and shall be appropriately landscaped. The gate shall be painted steel.

11. Additional pedestrian connection shall be provided between buildings within the development.
12. With the exception of the main north-south internal drive, all drive isles shall be reduced to 24' in width with the additional area being converted to open space.
13. Parking and vehicular areas shall be screened from the view of adjacent properties and public R.O.W. to a height of 3' by either a berm or landscaping or combination of both.
14. Per the 135th Street Design Guidelines, a separation between the pedestrian walkways and any parking or vehicular circulation areas must be provided.
15. Per the 135th Street Design Guidelines, all public sidewalks must be a minimum of 6' in width.
16. Sidewalks must be located at least 6' from the façade of any building to provide planting beds for foundation landscaping.
17. Per the 135th Street Design Guidelines, all sides of buildings must be built to the same standard of design.
18. All landscaped areas shall be irrigated.
19. All downspouts are to be enclosed.
20. All roof top units must be screened from view.
21. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or wall. This includes air conditioner units, etc.
22. The developer shall provide street trees along 135th Street, 137th Street and Chadwick at a rate of 1 tree per 40 linear ft.
23. Sign design and calculations will be required at final.
24. The lighting plans and fixtures must be included in the final application.
25. Materials boards must be submitted at the time of final site plan application.
26. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
27. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required at final application.
28. This preliminary plan approval shall lapse in five years, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this *time period. The City Council may grant such an extension for a definite period of time for good* cause shown by the developer.
29. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-nine.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, December 17, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 17th day of December, 2001.

Signed by the Mayor this 17th day of December, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

Approved as to form:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

MEMORANDUM

Date: November 19, 2001

To: Diane Binckley, Planning & Development Director
Department of Planning & Development

From: David Ley, P.E., City Engineer
Department of Public Works

Re: Tuscany Reserve – Commercial and Residential
Case Number: 66-01 and 67-01

The Department of Public Works has reviewed the aforementioned projects and would like to make the following stipulations as part of the Planning Commission Approval:

1) Developer shall extend 138th Street from Highlands Ranch to Chadwick using a 200 foot horizontal curve (see attached drawing) or continue 138th Street to Glenfield Street. If 138th Street is to be realigned to connect to Chadwick, the City will require all of the Right-of-Way for 138th Street realignment prior to approval of Tuscany Reserve. The realignment shall be paid for by the developer of Tuscany Reserve and shall be constructed at the same time Tuscany Reserve residential is constructed. If the developer of Highlands Ranch does not support this realignment, 138th Street shall extend through Tuscany Reserve to Glenfield Street and shall have 60 feet of Right-of-Way, be constructed to 36 feet back to back and have 4 foot sidewalks on both sides.
2) Storm Drainage Report:
   a) Add proposed culvert crossings to the model.
   b) The commercial site shall use a CN of 94.
3) Traffic Impact Analysis:
   a) The Developer shall construct either Chadwick or Pawnee between 135th Street and 137th Street. If Chadwick is extended, the developer shall install the traffic signal at the intersection of 135th Street and Chadwick intersection prior to issuance of Certificate of Occupancy for this development.
   b) The Traffic Impact Analysis will need to be updated to reflect additional traffic at the intersection of 137th Street and Chadwick/138th Street if the realignment

of 138th Street is approved. The engineer shall determine if signals will be warranted or if a round-about should be constructed.

4) Plat:

   a) Show Chadwick extending to 137th Street.

   b) 135th Street shall have a minimum of 85 feet of Right-of-Way from the section line on 135th Street.

   c) Pawnee shall have a minimum of 80 feet of Right-of-Way centered over the future alignment.

   d) Minimum horizontal curve for Primary Collector is 500 feet. Modify 137th Street to reflect our standard.

   e) Provide a 10 foot Utility/Landscape Easement along both sides of 137th Street.

   f) Primary Collector street width shall be 36 feet back to back.

   g) Residential street width shall be 26 feet back to back.

   h) Modify the intersection of 139th Terrace and Glenfield to reflect a minimum 200 foot horizontal curve.

   i) The Right-of-Way line at intersections and cul-de-sacs shall be 11' greater than or less than the curb return radius. Design them in accordance with the City of Leawood Public Improvement Construction Standards.

   j) Glenfield Street between 137th Street and 137th Terrace and 137th Terrace at 137th Street shall be constructed per the Median Details in the Public Improvement Construction Standards.

   k) Tracts in islands are not allowed. The islands shall be within the Right-of-Way.

   l) Open channels and banks shall be contained on tracts and not allowed on lots.

   m) Sidewalks shall be constructed on both sides of Glenfield Street between 137th Street and 137th Terrace by the street contractor. Sidewalks are not required on both sides of Local Residential Streets, except on short cul-de-sacs and u-drives. The developer may require them on both sides of the street if they prefer.

5) Developer shall construct 137th Street from Pawnee to Chadwick in one phase. The pavement width shall be 40 feet wide and 150 feet long (minimum) at all intersections. This will provide a left turn lane.

6) Sidewalks on islands and on tract's shall be constructed by the street contractor.

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

8) Developments that abut 135th Street shall construct a third lane on 135th Street along their entire frontage. This section of roadway shall be constructed in accordance with the 135th Street construction plans dated 1995.

9) Developments on or between 133rd Street to 137th Street shall have all utilities relocated underground. This includes utilities on private property and utilities in the Right-of-Way between the curb and property line per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

10) Developments on or between 133rd Street to 137th Street shall use the City of Leawood's Special Street Light for all public roadway lighting per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

11) Developments on or between 133rd Street to 137th Street shall have six (6) foot sidewalks within the Right-of-Way, except where the ten (10) foot bike/hike trail is located, per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997. The sidewalk and bike/hike trail shall be constructed by the street contractor.

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

13) The developer shall obtain and submit to the Department of Public Works a copy of the State of Kansas and Corp of Engineer permit for all work to be performed on unimproved channels prior to Final Plat approval.

14) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.

15) The developer shall pay $110/intersection to cover the costs of street signs to be installed by the Department of Public Works.

16) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

Copy: Project File
PW Book

RESOLUTION NO. 1660

The Leawood Governing Body has considered the request for approval of a rezoning, preliminary site plan and preliminary plat, for Tuscany Reserve Residential development, located south of 135th Street and west of Chadwick, Leawood, Johnson County, Kansas.

WHEREAS, Tuscany Reserve - Residential, ['Applicant'] submitted a request for a rezoning from AG to RP-1 and RP-4, a preliminary plat and a preliminary site plan, for real property located south of 135th Street and west of Chadwick; and

WHEREAS, Tuscany Reserve - Residential appeared before the Planning Commission on November 27, 2001, and presented such requests for approval; and

WHEREAS, a public hearing was held before the Planning Commission pursuant to the Leawood Development Ordinance; and

WHEREAS, the project consists of 28 lots on 10.43 acres in the RP-4 district for a density of 2.68 units/acre, and 59 lots on 41.32 acres in the RP-1 district for a density of 1.43 units/acre; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations for approval:

1. The development is limited to 28 lots on 10.43 acres in the RP-4 zoning district and 59 lots on 41.32 acres in the RP-1 zoning district.
2. Street trees must be installed (planted 40 feet apart on center) on both sides of all streets.
3. Approval of the subdivision will include the deviations from the Leawood Development Ordinance as stated in the staff report.
4. All utilities must be placed underground.
5. All common areas shall be platted as tracts with the appropriate description provided on the plat and in the platting text.
6. At the time of final approval, additional information shall be provided for the proposed monument signage, lighting and islands in the cul-de-sacs.
7. The applicant shall work with the Public Works Department to resolve the flood limit issue.
8. The applicant shall work with Staff on the issue of 137th Terrace connecting to 138th Street.
9. The applicant shall work with the Fire Marshall to get the required approval for any cul-de-sacs longer than 500'.
10. The applicant must obtain a variance from the board of zoning appeals for all 20' street side yard setbacks in the RP-1 district.
11. All stipulations of the Public Works department must be resolved, per attached Public Works memo, prior to recording the plat.
12. The applicant is responsible for a Park Impact fee in the amount of $300/ Unit prior to the recording of a final plat.
13. The developer shall not be responsible for the South Leawood Transportation Impact Fee if 137th Street is constructed along the full frontage of the property and the north-south access of either Chadwick or Pawnee is constructed from 135th Street to 137th Street.
14. The developer shall construct 137th Street along the full frontage of the property.
15. All common landscape areas are to be irrigated.
16. A street tree inventory indicating 6 inch caliper trees and larger shall be provided at final site plan.

17. This preliminary plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
18. If the project is not constructed within 3 years, the property owner has agreed that a rezoning application shall be submitted to the City of Leawood Planning Commission and Governing Body requesting that the property be rezoned to Agriculture.
19. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through eighteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, December 17, 2001; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and plat

Adopted by the Governing Body this 17th day of December, 2001.

Signed by the Mayor this 17th day of December, 2001.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

Approved as to form:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

MEMORANDUM

Date: November 19, 2001

To: Diane Binckley, Planning & Development Director
Department of Planning & Development

From: David Ley, P.E., City Engineer
Department of Public Works

Re: Tuscany Reserve – Commercial and Residential
Case Number: 66-01 and 67-01

The Department of Public Works has reviewed the aforementioned projects and would like to make the following stipulations as part of the Planning Commission Approval:

1) Developer shall extend 138th Street from Highlands Ranch to Chadwick using a 200 foot horizontal curve (see attached drawing) or continue 138th Street to Glenfield Street. If 138th Street is to be realigned to connect to Chadwick, the City will require all of the Right-of-Way for 138th Street realignment prior to approval of Tuscany Reserve. The realignment shall be paid for by the developer of Tuscany Reserve and shall be constructed at the same time Tuscany Reserve residential is constructed. If the developer of Highlands Ranch does not support this realignment, 138th Street shall extend through Tuscany Reserve to Glenfield Street and shall have 60 feet of Right-of-Way, be constructed to 36 feet back to back and have 4 foot sidewalks on both sides.
2) Storm Drainage Report:
   a) Add proposed culvert crossings to the model.
   b) The commercial site shall use a CN of 94.
3) Traffic Impact Analysis:
   a) The Developer shall construct either Chadwick or Pawnee between 135th Street and 137th Street. If Chadwick is extended, the developer shall install the traffic signal at the intersection of 135th Street and Chadwick intersection prior to issuance of Certificate of Occupancy for this development.
   b) The Traffic Impact Analysis will need to be updated to reflect additional traffic at the intersection of 137th Street and Chadwick/138th Street if the realignment

of 138th Street is approved. The engineer shall determine if signals will be warranted or if a round-about should be constructed.

4) Plat:

   a) Show Chadwick extending to 137th Street.

   b) 135th Street shall have a minimum of 85 feet of Right-of-Way from the section line on 135th Street.

   c) Pawnee shall have a minimum of 80 feet of Right-of-Way centered over the future alignment.

   d) Minimum horizontal curve for Primary Collector is 500 feet. Modify 137th Street to reflect our standard.

   e) Provide a 10 foot Utility/Landscape Easement along both sides of 137th Street.

   f) Primary Collector street width shall be 36 feet back to back.

   g) Residential street width shall be 26 feet back to back.

   h) Modify the intersection of 139th Terrace and Glenfield to reflect a minimum 200 foot horizontal curve.

   i) The Right-of-Way line at intersections and cul-de-sacs shall be 11' greater than or less than the curb return radius. Design them in accordance with the City of Leawood Public Improvement Construction Standards.

   j) Glenfield Street between 137th Street and 137th Terrace and 137th Terrace at 137th Street shall be constructed per the Median Details in the Public Improvement Construction Standards.

   k) Tracts in islands are not allowed. The islands shall be within the Right-of-Way.

   l) Open channels and banks shall be contained on tracts and not allowed on lots.

   m) Sidewalks shall be constructed on both sides of Glenfield Street between 137th Street and 137th Terrace by the street contractor. Sidewalks are not required on both sides of Local Residential Streets, except on short cul-de-sacs and u-drives. The developer may require them on both sides of the street if they prefer.

5) Developer shall construct 137th Street from Pawnee to Chadwick in one phase. The pavement width shall be 40 feet wide and 150 feet long (minimum) at all intersections. This will provide a left turn lane.

6) Sidewalks on islands and on tract's shall be constructed by the street contractor.

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

8) Developments that abut 135th Street shall construct a third lane on 135th Street along their entire frontage. This section of roadway shall be constructed in accordance with the 135th Street construction plans dated 1995.

9) Developments on or between 133rd Street to 137th Street shall have all utilities relocated underground. This includes utilities on private property and utilities in the Right-of-Way between the curb and property line per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

10) Developments on or between 133rd Street to 137th Street shall use the City of Leawood's Special Street Light for all public roadway lighting per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

11) Developments on or between 133rd Street to 137th Street shall have six (6) foot sidewalks within the Right-of-Way, except where the ten (10) foot bike/hike trail is located, per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997. The sidewalk and bike/hike trail shall be constructed by the street contractor.

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

13) The developer shall obtain and submit to the Department of Public Works a copy of the State of Kansas and Corp of Engineer permit for all work to be performed on unimproved channels prior to Final Plat approval.

14) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.

15) The developer shall pay $110/intersection to cover the costs of street signs to be installed by the Department of Public Works.

16) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

Copy: Project File
PW Book

RESOLUTION NO. 1661

RESOLUTION REVISING RESOLUTION NO. 1650, AS ADOPTED BY THE LEAWOOD GOVERNING BODY ON NOVEMBER 19, 2001, TO CLARIFY STIPULATION NUMBER 10, AS IT RELATES TO THE APPROVAL OF PRELIMINARY SITE PLAN AND PRELIMINARY PLAT FOR LEAWOOD MARKET CENTER, LOCATED AT THE SOUTHWEST CORNER OF 135TH AND KENNETH PARKWAY, LEAWOOD, JOHNSON COUNTY, KANSAS.

WHEREAS, Leawood Market Center [the 'Applicant'] submitted a request for a preliminary site plan and preliminary plat, for real property located at the southwest corner of 135th and Kenneth Parkway; and

WHEREAS, Leawood Market Center appeared before the Planning Commission on October 23, 2001, and presented such requests for approval; and

WHEREAS, the Planning Commission reviewed the application and recommended approval with the following stipulations:

1. The development is limited to 6 lots with 116,400 square feet of building area and an F.A.R. of 0.17.
2. At the time of final site plan, a sign concept, full landscape plans, final architecture plans, final design guidelines, additional information about the plaza courtyard areas, pedestrian connections, and covenant/deed restrictions must be submitted. These will be reviewed to ensure compatibility with the Leawood Development Ordinance Special Development Overlay Districts and the 135th Street Corridor Guidelines.
3. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot of finished floor area.
4. Each lot of the development is required to pay a public art fee in the amount of $.10 / square foot of finished floor area or have a piece of public art approved by the Arts Council and the Plan Commission prior to building permit.
5. The applicant is responsible for K-150 impact fee in the amount of $1.34/ square foot (retail) of finished floor area.
6. The lighting plans and fixtures must be included in the design guidelines at final application.
7. The trash enclosure locations and material shall be indicated at final. These shall be attached to the exterior of the building with a material similar to the building. All gates shall be metal.
8. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required at final application.
9. A materials board must be submitted at the time of final site plan application. These boards will remain with the Planning Staff throughout the construction of the project.

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

SECTION ONE: The Governing Body hereby revises Resolution No. 1650, as adopted by the Leawood Governing Body on November 19, 2001, to clarify Stipulation Number 10, as it relates to the approval of preliminary site plan and preliminary plat for Leawood Market Center, located at the southwest corner of 135th and Kenneth Parkway, Leawood, Johnson County, Kansas.

ADOPTED by the Governing Body this 7th day of January, 2002.

SIGNED by the Mayor this 7th day of January, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer by SAH

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

October 17, 2001

To: Diane Binkley, Director of Planning

From: David Ley, P.E., City Engineer DWL

Re: Leawood Market Center, Case N0. 09-01

The Public Works Department has reviewed the preliminary submittals for the referenced project and would like to make the following stipulations part of the approval process:

- All public improvements shall be designed and constructed in accordance with the City of Leawood Public Works Department Public Improvement Construction Standards (Revised March 2001) and the City's Stormwater Management Ordinance (Ordinance No. 1839 C).

- All public improvements to be completed as part of the development will require a permit from the Public Works Department. The building permit for the on-site improvements will not be issued by the Building Official, and the plat will not be released for recording until all permits from Public Works Department have been obtained by the Contractor and all other platting requirements have been met.

137th Street:
Planning Commissioner Henderson requested Public Works to review the location of future137th Street and where it would connect with Kenneth Road. The original plan for the frontage roads (133rd Street and 137th Street) was prepared by HNTB in the 1980's. The plan indicated that 137th Street would terminate at Kenneth Road midway between 135th Street and Kenneth Parkway. Public Works has worked with Bucher, Willis & Ratliff and determined that relocating 137th Street to connect directly to Kenneth Parkway, at the current intersection of Kenneth Road and Kenneth Parkway, is a better option for traffic flow since 137th Street will carry more traffic then Kenneth Road (see enclosed drawing). This would require the removal of 700 lf of Kenneth Road and reconstructing a portion of Kenneth Road to connect to the proposed 137th Street. The realignment of Kenneth Road and 137th Street should be completed when 137th Street is constructed to the west and these improvements should be paid for by the developer. The current alignment of Kenneth Road functions as needed for this development.

Storm Drainage Study:
Attached are my comments addressed to the engineers that submitted the report.

Traffic Study:
Attached are the comments from Bucher, Willis & Ratliff. The traffic study will need to be updated to reflect their comments and to reflect the changes in the site plan submitted October 17, 2001.

RESOLUTION NO. 11662

A RESOLUTION WAIVING THE BIDDING PROCESS, IN ACCORDANCE WITH CHARTER ORDINANCE NO. 32, TO CONSTRUCT AND RECONSTRUCT BRIDGES AND ASSOCIATED PATH IMPROVEMENTS AND ADDITIONAL WORK ON BUNKERS AT THE IRONHORSE GOLF COURSE.

WHEREAS, the City of Leawood ["City"] desires to make certain improvements to the IRONHORSE golf course including reconstructing certain golf course bunkers; and

WHEREAS, Charter Ordinance No. 32, passed and approved by the Governing Body on February 7, 2000, authorizes the bidding process to be waived for such construction projects; and

WHEREAS, the City desires to waive the bidding process for this reconstruction.

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

SECTION ONE: The Governing Body hereby finds that it will be in the best interest of the City to waive the bidding process, in accordance with Charter Ordinance No. 32, for the construction and reconstruction of bridges and associated path improvements and other work to the golf course bunkers on the IRONHORSE golf course and does hereby waive such process for such reasons.

SECTION TWO: This Resolution shall take effect and be in force from and after its passage.

APPROVED by the Governing Body this 7th day of January, 2002.

SIGNED by the Mayor this 7th day of January, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, by DAH

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1663

A RESOLUTION AUTHORIZING THE ISSUANCE OF CERTAIN CHECKS PRIOR TO APPROVAL OF THE APPROPRIATION ORDINANCE AND PROVIDING THE PROCEDURE FOR SAME.

WHEREAS, there is not sufficient time to have all accounts payable transactions processed in time and to complete all related bank transactions under the Financial Accounting System before approval in the appropriations ordinance; and

WHEREAS, there is a need to provide authorization to issue checks for certain expenditures prior to approval in an appropriation ordinance in order to meet immediate obligations of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, THAT THE FOLLOWING POLICY BE ESTABLISHED.

1. All expenditures must be approved in an appropriation ordinance by the Governing Body; provided, however, that checks may be written and issued as needed prior to approval of the expenditure in an appropriation ordinance for the following items: expenditures previously approved by Governing Body action through passage of an ordinance, resolution, or policy, or acceptance of bids, or execution of contracts; expenditures relating to utility payments, telecommunication providers, membership dues, registrations, recording fees, reimbursements, special investigation funds, motor fuel and petroleum products, settlement of claims, or meetings of the Governing Body, Council Committees, City Boards and City staff; a single expenditure of five thousand dollars ($5,000) or less which has been approved by the Director of Finance or the Director's designee.

2. Expenditures made by issuance of check prior to the approval in an appropriation ordinance must be included in a subsequent appropriation ordinance.

PASSED by the Governing Body this 7th day of January, 2002

SIGNED by the Mayor this 7th day of January, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer by SA #

Martha Heizer, City Clerk

APPROVED AS TO FORM

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1664

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER LEASE/PURCHASE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND GOLD BANK ["LESSOR"] FOR THE LEASE/PURCHASE OF GOLF COURSE EQUIPMENT FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, the City is a political subdivision of the State of Kansas, and is duly organized and existing pursuant to the Constitution and laws of the State of Kansas; and

WHEREAS, pursuant to applicable law, the Governing Body of the City is authorized to acquire, dispose of and encumber personal property, including, without limitation, rights and interest in personal property, leases and easements necessary to the functions or operations of the City; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease/purchase agreements ['Equipment Lease'] in the principal amount not exceeding $93,074, for the purpose of acquiring the property ['Equipment'] to be described in the Equipment Lease is appropriate and necessary to the functions and operations of the City; and

WHEREAS, Gold Bank shall act as Lessor under said Equipment Leases.

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

SECTION ONE: Peggy Dunn, Mayor of the City of Leawood, Kansas, ['Authorized Representative'] acting on behalf of the City, is hereby authorized to negotiate, enter into, execute, and deliver the Equipment Lease in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the City. The Authorized Representative acting on behalf of the City is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION TWO: The aggregate original principal amount of the Equipment Lease shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Lease and the Equipment Lease shall contain such options to purchase by the City as set forth therein.

SECTION THREE: The City's obligations under the Equipment Lease shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the City's obligations under the Equipment Leases shall not constitute an unlawful general obligation of the City or indebtedness under the Constitution and laws of the State of Kansas.

SECTION FOUR: This resolution shall become effective upon passage.

PASSED by the Governing Body this 4th day of February 2002.

APPROVED by the Mayor this 4th day of February 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

CT 11-02-001

COPY

MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

This Master Municipal Lease/Purchase Agreement (the "Master Agreement") is made as of this 4th day of February, 2002 by and between Gold Bank, a Kansas Corporation, with principal offices located at 11301 Nall Avenue, Leawood, KS 66211 ("Lessor"), and City of Leawood, a body corporate and politic, with principal offices located at 4800 Town Center Drive, Leawood, KS 66211 ("Lessee"), wherein it is agreed as follows:

1. Master Agreement: The terms and provisions of this Master Agreement shall be incorporated into each Municipal Lease/Purchase Schedule attached hereto or otherwise referring to this Master Agreement (each Municipal Lease/Purchase Schedule is referred to herein as a "Schedule" and, collectively, this Master Agreement and a Schedule are referred to herein as a "Lease"). Unless any provisions hereof are specifically excluded or modified in any Schedule, each Schedule shall incorporate therein all the terms and conditions of this Master Agreement, and may contain such additional terms and conditions as the parties hereto shall mutually agree upon. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of such Schedule shall govern. Each Lease shall constitute a fully integrated transaction separate from and independent of all other transactions under this Master Agreement. A form of Schedule is attached hereto as Exhibit A.

2. Lease of Equipment: As requested by Lessee, Lessor will order the equipment described in a Schedule, but Lessor shall not be liable for specific performance of any Lease or for damages if for any reason the supplier thereof delays or fails to fill the order. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees subject to the acceptance of the equipment to lease from Lessor the equipment described in the Schedule, together with all replacements thereof and additions thereto (herein collectively called the "Equipment").

3. Delivery and Acceptance: Lessee shall cause the Equipment to be delivered at the location specified in the Schedule (the "Equipment Location") and shall pay all costs incurred in connection with the delivery and installation of the Equipment to the extent not included in the cost financed hereunder. Any delay in such delivery shall not affect the validity of the Lease. Lessee shall accept or reject the Equipment as soon as it has been delivered and is operational, or as soon as any test period has expired. Notwithstanding the foregoing, in the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option shall have the right to terminate the Lease with respect to the Equipment not accepted by Lessee. If the Lessee rejects the Equipment, the Lease shall terminate with respect to the Equipment so rejected and the Rental Payments shall be adjusted accordingly. Lessee shall evidence its acceptance of the Equipment by executing and delivering to Lessor a certificate in the form of Exhibit B attached hereto (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Master Agreement and to any other description of the Equipment the serial number of each item of Equipment when available.

4. Term: This Master Agreement shall become effective upon the execution hereof by Lessee and Lessor. The term of each Lease shall commence on the date Lessee executes the Acceptance Certificate with respect to that certain Equipment (the "Start Date") and shall continue through the end of Lessee's fiscal year containing the Start Date and, solely at the option of Lessee, shall be renewed on a fiscal year to fiscal year basis for the number of Lessee's annual fiscal years necessary to comprise the lease term as set forth in each Schedule with respect to that certain Equipment (the respective "Lease Term").

5. Rent: Lessee agrees, subject to appropriation of funds budgeted for payment of Rental Payments hereunder for each fiscal year of each Lease Term, to pay Lessor or any Assignee (as defined below), the lease payments for the Equipment as set forth in each Schedule with respect to that certain Equipment (the "Rental Payments"). Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not be construed as a debt of Lessee in contravention of any applicable constitutional or statutory limitation requirement concerning the creation of indebtedness by Lessee, nor shall it constitute a pledge of the general tax revenues, funds or monies of Lessee, and any provision herein directly or indirectly construed to so provide shall be null and void. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in each Schedule. The Rental Payments shall be payable, without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the first day of the first month following the Start Date, and the remaining Rental Payments shall be payable on the same day of each consecutive month thereafter for the duration of such Lease Term. To the extent permitted by applicable law, whenever any portion of a Rental Payment or other payment due is received by Lessor or its Assignee more than ten (10) days after the due date, Lessee shall pay to Lessor or its Assignee, on demand, a late charge of Eight Hundred Thirteen and 54/100 dollars ($813.54). Except as specifically provided in the first sentence of this Section 5 and Section 9 hereof, the Rental Payments shall be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, abatement or recoupment for any reason whatsoever. Lessee shall do and perform all acts and things necessary in order to assure that the interest component of the Rental Payment received by Lessor shall, for the purposes of federal income taxation, be excluded from gross income of Lessor , and Lessee shall not do any act which will cause, or by omission of any act allow, any Lease to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code") or a private activity bond within the meaning of Section 141 of the Code.

6. Authority and Authorization: Lessee represents, warrants and covenants that (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence as a body corporate and politic and (ii) the Leases; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Master Agreement and each Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this Master Agreement and each Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for its current fiscal

year; (d) to the extent permitted by law, it will include in its budget for each successive fiscal year during each Lease Term a sufficient amount to permit Lessee to discharge all of its liabilities under this Master Agreement and all Leases hereunder; (e) there are no circumstances presently affecting Lessee that could reasonably be expected to adversely affect its ability to budget funds for the payment of all amounts due under any Lease; (f) no event has occurred and no condition exists which, upon the execution of this Master Agreement or any Leases contemplated thereby, or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years; and (g) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year.

7. Lessee Certification: Lessee warrants and covenants that (i) Lessee is a municipal corporation and a political subdivision of the State of Kansas, within the meaning of Section 103 of the Code; (ii) Lessee's obligations under this Master Agreement and all Leases contemplated thereby constitute enforceable obligations issued by or on behalf of Lessee, such that any interest income derived under the Leases and due Lessor or its Assignee shall not be includable in the gross income of any recipient thereof for purposes of federal income taxation; (iii) this Master Agreement and all Leases contemplated thereby represent a valid deferred payment obligation of Lessee for the amount therein set forth; (iv) Lessee has the legal capacity to enter into this Master Agreement and all Leases contemplated thereby and, to the best of Lessee's knowledge, is not in contravention of any state or county, statute, rule, regulation or other governmental provision governing the ownership or use of the Equipment; (v) during each respective Lease Term, the Equipment shall be used only for the purpose of performing governmental or proprietary functions of Lessee and shall not be used in a trade or other business of any person or entity other than Lessee so as to cause this Lease to be a pro rata activity bond within the meaning of the Code; and (vi) Lessee shall complete and timely file Internal Revenue Service form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(e) of the Code.

8. Appropriations and Essential Use: Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during each Lease Term for all Leases. Lessee hereby covenants that it shall do all things lawfully within its power to obtain funds from which the Rental Payments may be made. It is Lessee's intent to make the Rental Payments for each full Lease Term if funds are legally available therefor and in that regard, Lessee represents that: (a) the use of all Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate and continued use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) all Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority. On the Start Date of each Lease, Lessee will execute and deliver to Lessor a letter in the form of Exhibit C attached hereto. Notwithstanding the foregoing, the decisions to budget and

appropriate funds and to continue this Master Agreement and all Leases contemplated thereby shall remain the decision of the governing body of Lessee, to be made in accordance with normal and customary procedures for such decisions.

9. Nonappropriation of Funds. Notwithstanding any other provision contained herein (whether in this Section 9 or in any other provision hereof), Lessee is obligated only to pay periodic payments or monthly installments hereunder as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during Lessee's current budget year, or (b) funds made available from any lawfully operated revenue producing source. In the event that Rental Payments are not made when otherwise due by virtue of the preceding sentence, either Lessee or Lessor shall have the right, upon written notice to the other, to immediately terminate the Lease with respect to that certain Equipment. In the event insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the Equipment in any fiscal year in which the Rental Payments for such Equipment are due under the respective Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal year, in writing, notify Lessor and any Assignee at Lessor's address appearing at the beginning of this Master Agreement or as otherwise directed in writing of such occurrence. Such Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal year for which appropriations were made without penalty, liability or expense to the Lessee of any kind, except as to (i) the portions of the Rental Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under such Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of that certain Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with the manufacturer's specifications and eligible for manufacturer's maintenance, freight prepaid and insured to any location designated by Lessor within a 100 mile radius of Lessor's address as first stated above, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of that certain Equipment.

Notwithstanding the foregoing, Lessee agrees (but only to the extent permitted by applicable state or federal law): (i) that it will not cancel any Lease under the provisions of this Section if any funds are appropriated by it for the acquisition, retention or operation of the Equipment covered by such Lease or other equipment performing functions similar to such Equipment for the fiscal period in which such attempted termination occurs, and (ii) that it will not, during the Lease Term thereof, give priority in the application of funds legally available for the payment of Rental Payments to any other functionally similar equipment. This Section shall not be construed to authorize Lessee to terminate any Lease solely to acquire equipment similar to the Equipment or to allocate funds legally available for Rental Payments directly or indirectly to equipment which would perform essentially the same function as such Equipment.

This Section is not intended to permit or authorize the Lessee to utilize the termination provisions of this Master Agreement to terminate any Lease in lieu of exercising the Lessee's rights against any manufacturer of all or any part of the Equipment in the event

of Lessee's dissatisfaction, for any reason, with all or any part of the Equipment. Nor is this Section intended to be construed to permit or authorize the Lessee to terminate any Lease for any reason in order to utilize equipment which is currently owned by Lessee or is under Lessee's control in lieu of utilizing all or any part of the Equipment which performs the same function.

10. LIMITATION ON WARRANTIES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR ANY PARTICULAR PURPOSE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT.

Lessor hereby assigns to Lessee during the respective Lease Term, to the extent permitted by law, all rights under and to manufacturer's warranties, if any, that it may have with respect to the Equipment. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance. The obligation of Lessee to pay the Rental Payments shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

11. Title; Purchase Money Security Interest: To the extent the same shall not render any Lease unenforceable, title to the respective Equipment is deemed to be in Lessee so long as no Event of Default or non-appropriation has occurred and/or any Lease has not been terminated pursuant to the provisions of Section 9 above. Upon the earlier of (i) termination of any Lease in accordance with Section 9 above or (ii) the occurrence of any Event of Default by Lessee or non-appropriation, title shall immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In connection with the reversion of title to Lessor, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of Lessee's title to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior purchase money security interest in any and all rights, title and interest of Lessee in such Lease, such Equipment and in all additions, attachments, accessions accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; and (b) agrees if and to the extent

permitted by law to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest, and agrees that this Master Agreement and any Leases contemplated thereby may be filed as a financing statement.

12. Personal Property: The Equipment is intended to be and shall remain, personal property under Kansas law and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor landlord or mortgagee waivers with respect to the Equipment.

13. Use; Repairs: Lessee shall use, operate and maintain the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and, subject to appropriation of funds budgeted for such purpose for each current fiscal year, shall pay all costs, claims, damages, taxes, fees and charges arising out of its possession, use or maintenance. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines and shall furnish proof of such maintenance, if requested by Lessor and shall furnish all needed servicing and parts, which parts shall become part of the Equipment.

14. Modification: Lessee shall not make any modifications, additions or improvements to the Equipment without the Lessor's prior written consent, and any permitted addition which cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.

15. Location; Inspection: The Equipment shall not be removed from the Equipment Location except for ordinary use in accordance with the Equipment's intended purpose without Lessor's prior written consent. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

16. Liens and Taxes: Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Master Agreement and the Leases contemplated thereby. The parties contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation, Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under any Lease, Lessee shall, upon demand, reimburse Lessor therefor.

17. Risk of Loss; Damage Destruction: Lessee assumes all risk of loss, theft or damage to the Equipment from any cause whatsoever, and no such loss, theft or damage to the Equipment

shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease in accordance with and subject to the provisions hereof. In the event of loss, theft or damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall: (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor all amounts owed by Lessee under the respective Lease with respect to such Equipment, including the Rental Payment due on such date. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment covered by that particular Lease, Lessor shall provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then due and remaining unpaid thereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

18. Insurance: Lessee shall, at its expense (subject to appropriation of funds for such purpose), maintain at all times during the respective Lease Term, fire and extended coverage, personal liability, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall the insurance limits be less than an amount equal to the balance of the Purchase Option Price then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. If Lessee allows the use of the Equipment by any contractor and said contractor shall add Lessor or assigns to its policy as an additional insured and loss payee, as appropriate. All as otherwise set forth in this paragraph. The proceeds of any such policies shall be payable to Lessee and Lessor or its Assignees, as their interests may appear. Upon acceptance of such Equipment and upon each insurance renewal date with respect to such Equipment, Lessee shall deliver to Lessor a certificate in the form of Exhibit D attached hereto evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

19. Indemnification: If any interest payments as set forth in any Schedule are included in the recipient's gross income for any reason whatsoever, Lessee agrees to pay to the recipient an additional amount, which together with the amount of interest to be paid by Lessee under such Lease, puts the recipient in the same after-tax yield position which it would have had if such payments had been excluded from the gross income of the recipient under Section 103 of the Code. In addition, Lessee agrees, if and to the extent permitted by law, to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and courts costs) arising in connection with the Equipment,

including, but not limited to, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

20. Events of Default: The term "Event of Default," as used in this Master Agreement, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of any Lease, and any such failure continues for thirty (30) days after the due date thereof, except upon a non-appropriation; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it and such failure is not cured within thirty (30) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Master Agreement, any Schedule, any Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee shall be in default under any other agreement with Lessor.

21. Remedies: Upon the occurrence of an Event of Default, Lessor may to the extent permitted by law, at its option and without any demand or notice, exercise any one or more of the following remedies: (a) Lessor may declare an amount equal to all amounts then due under all Leases and all remaining Rental Payments which shall become due during the current fiscal year of Lessee for which funds have been budgeted to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) Lessor may request Lessee to (and Lessee agrees that it shall), at Lessee's expense, promptly return all Equipment to Lessor in the manner set forth in Section 9 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) Lessor may sell or lease any of the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing but within the current fiscal year of Lessee for which funds have been budgeted, and (ii) the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee during the current fiscal year; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Master Agreement and all Leases hereunder, (ii) recover damages for the breach of this Master Agreement or any Leases hereunder, and (iii) rescind any Lease as to any or all of the Equipment. Lessor's risks and remedies are cumulative and may be exercised concurrently or separately. In addition, Lessee shall remain liable for all covenants and indemnities under this Master Agreement and all Leases hereunder and for all legal fees

and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

22. Early Purchase Option: Lessee may, upon thirty (30) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder, pay to Lessor the applicable Purchase Option Price set forth on any Schedule, whereupon title to the respective Equipment shall become unconditionally vested in Lessee and Lessor shall then transfer any and all of its right and interest in such Equipment to Lessee "as is, where is," without warranty, express or implied, except that Lessor shall warrant to Lessee that such Equipment is free and clear of any liens created by Lessor and Lessor shall execute and file all documents required by any public entity to release any liens created by Lessor.

23. Assignment: Without Lessor's prior written consent, Lessee shall not by operation of law or otherwise: (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Master Agreement or any Leases hereunder or the Equipment or any interest in this Master Agreement or any Leases hereunder or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees and/or its contractors or agents or their employees.

Lessor, with prior written consent of Lessee which shall not be unreasonably withheld, may assign all or any portion or portions of its right, title and interest in and to this Master Agreement or any Leases hereunder, the Equipment and any other documents executed with respect to this Master Agreement or any Leases hereunder, and/or grant or assign all or any portion or portions of its security interest in this Master Agreement or any Leases hereunder and the Equipment, in whole or in part to various Assignees, their agents or trustees (each and any one herein referred to as an "Assignee"). Any such Assignee shall have all of the assigned rights of Lessor under this Master Agreement and any Leases hereunder. Subject to the foregoing, this Master Agreement and any Leases hereunder shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Master Agreement and any Leases hereunder or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the document by which the assignment or reassignment is made. During the respective Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in form necessary to comply with Section 149 (a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested.

Lessee agrees that, upon notice of assignment, if so instructed it shall pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff other than expressly provided by law all amounts which become due thereunder.

24. Nature of Agreement: Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the

24. Nature of Agreement: Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate Rental Payments constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of such respective Lease, that each periodic installment of rent constitutes principal and interest, in accordance with the Schedule of lease payments set forth in the respective Schedule, which fully amortizes the purchase price of such Equipment, together with interest, over the term of such respective Lease, and that upon the due and punctual payment of the installments of Rental Payments and other amounts and performance of all other obligations under such respective Lease, title to such Equipment shall vest permanently in Lessee as provided in such Lease, free and clear of any lien or security of Lessor therein.

Lessee designates this Master Agreement and any Leases hereunder a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, includable within the ten million dollars ($10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Master Agreement and any Lease hereunder are entered into, and Lessee shall not designate more than ten million dollars ($10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars ($10,000,000) of tax-exempt obligations during the current calendar year.

25. Notices: All notices to be given under this Master Agreement and any Leases hereunder shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such other address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

26. Section Headings: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement or any Leases hereunder.

27. Governing Law: This Master Agreement and all Leases hereunder shall be governed by the provisions hereof and by the laws of the state of Kansas.

28. Further Assurances: Lessor's obligations hereunder are further conditioned upon Lessee delivering to Lessor: (i) an opinion or opinions of counsel in substantially the form of Exhibit E attached hereto or upon the execution of this Master Agreement or any Schedule; and (ii) a certificate of a duly authorized official of Lessee in the form of Exhibit F attached hereto upon the execution of this Master Agreement or any Schedule. Moreover, Lessee shall execute or provide, as requested by Lessor, any documents and information which are reasonably necessary with respect to the transaction contemplated by this Master Agreement and all Leases hereunder. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as

Lessor deems necessary to perfect its and/or its Assignee's purchase money security interest in the Equipment or this Master Agreement and all Leases hereunder.

29. Entire Agreement; Amendments: This Master Agreement and all Leases hereunder, together with the Schedules and exhibits attached thereto which are hereby made a part hereof together with any other attachments hereto, if any, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Master Agreement and all Leases hereunder shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

30. Severability: Any provision of this Master Agreement or of any Lease hereunder found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement or the Leases hereunder.

31. Waiver: Any waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof shall not operate as a waiver of any subsequent breach hereof.

IN WITNESS WHEREOF, this Master Agreement has been executed by authorized representatives of the parties hereto as of the day and year first written above.

LESSOR:

Gold Bank

By John H. Freiermuth

Name: John H. Freiermuth

Date: 2/8/02

Title: Senior Vice President

LESSEE:

City of Leawood

By Peggy Dunn

Name: Peggy Dunn

Date: 2/4/02

Title: Mayor

EXHIBIT A
MUNICIPAL LEASE/PURCHASE SCHEDULE NO. -1-

LESSOR:	Name	Gold Bank
	Street Address	11301 Nall Avenue
	City/Zip	Leawood, KS 66211
LESSEE:	Name	City of Leawood
	Street Address	4800 Town Center Drive
	City/Zip	Leawood, KS 66211

This Municipal Equipment Lease/Purchase Schedule No. -1- is dated as of February 4, 2002 by and between Gold Bank ("Lessor"), and City of Leawood ("Lessee").

A. Incorporation of the Standard Terms and Provisions. The terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of 2/4, 2002 by and between Lessor and Lessee (the "Master Agreement") are incorporated herein by this reference as though fully set forth in this Schedule. This Schedule, together with the Master Agreement as incorporated herein and the documents and other items referred to therein and herein, attached thereto or hereto or required thereby or hereby are collectively referred to herein as the "Lease." Capitalized terms used in this Schedule and not otherwise defined shall have the meanings ascribed thereto in the Master Agreement.

B. Lease of Equipment. There is hereby subject to the terms of this Lease the following described equipment (collectively, the "Equipment"):

Equipment	Purchase Price (Net)
Jacobsen Model LF 3800 fairway mower s/n_____.	$25,118.00
Two(2)-Jacobsen TriKing 1900 D slope mowers s/n_____ and s/n_____	$33,690.00
Spraytek DS-175 sprayer s/n_____	$15,863.00
Four(4)-Jacobsen GK522A green mowers s/n_____ s/n_____ s/n_____ s/n_____	$14,428.00
Broyhill Banjo 150g skid sprayer s/n_____.	$3,975.00

Useful Life of Equipment: 4-6 years.

C. Location. The Equipment will be located at Lessee's address provided above unless a location is provided herein. Equipment location (if other than Lessee's address provided above): 15400 Mission Road Leawood, KS 66224.

Finance Department

Memo

To: Martha Heizer, City Clerk

From: Joey Green, Sr. Accountant/Analyst

CC: Finance Lease File

Date: 3/1/2002

Re: Golf Course Equipment Lease with Gold Bank, March 1, 2002

Today, when we made our first lease payment to Gold Bank, we discovered that there was a transposition error on page 13 of 21 of the lease document.

In the column called "Total Lease Payment", it reads $16,720.80. That is incorrect. It should read $16,270.80. The other columns are correct.

John Freiermuth, Senior Vice President of Gold Bank, and the signor of the lease on the bank's behalf, brought us a new, corrected page, and initialed and dated it. Kathy Rogers, Finance Director, signed that she accepted the revision. The original and one copy are attached behind this memo.

Please let me know if there are any questions, or if we need to do anything further. Sorry for the mistake.

Joey

JC Revised 3/1/02
accepted: Kathy Rogers 1:17 p.m.

D. Commencement Date and Lease Term. The term is this Lease shall commence on March 1, 2002 (the "Commencement Date"). If a date is not provided for the Commencement Date, the Commencement Date shall be the date Lessor disburses the Lease proceeds. The term of this Lease shall be for thirty (30) months unless terminated earlier pursuant to the Master Agreement.

E. Lease Payments. Lease payments shall be payable semi-annually until the end of the term of this Lease. Such lease payments shall be comprised of principal components and interest components paid in accordance with the following Schedule:

INTEREST AND PRINCIPAL COMPONENT PAYMENT SCHEDULE

Lease Payment Date	Total Lease Payment	Principal Component	Interest Component	Purchase Option Price
March 1, 2002	$16,270.80	$16,270.80	-0-	$76,803.20
September 1,2002	$16,270.80	$14,773.14	$1,497.66	$62,030.06
March 1, 2003	$16,270.80	$15,061.21	$1,209.59	$46,968.85
September 1, 2003	$16,270.80	$15,354.91	$915.89	$31,613.94
March 1, 2004	$16,270.80	$15,654.33	$616.47	$15,959.61
September 1, 2004	$16,270.80	$15,959.61	$311.19	$1.00

The principal outstanding from time to time shall bear interest (computed on the basis of actual days elapsed in a 360-day year) at the rate of 3.90% per annum and the annual effective interest cost is as outlined in the preceding table. The parties acknowledge that the payments contemplated hereunder do not include any amounts for service, maintenance, insurance or other charges other than principal and interest as shown in the preceding table.

In accordance with state law, the parties agree that the cash price for the equipment is $114,074.00, less a trade-in allowance of $21,000.00.

F. Lease Payments to be Unconditional. EXCEPT AS PROVIDED IN PARAGRAPH 9 OF THE MASTER AGREEMENT, THE OBLIGATION OF LESSEE TO MAKE LEASE PAYMENTS OR ANY OTHER PAYMENTS REQUIRED UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS. LESSEE AGREES THAT LESSOR, NOT BEING THE VENDOR OR SUPPLIER OF ANY OF THE EQUIPMENT, NOR A DEALER IN ANY OF SUCH EQUIPMENT, HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT.

G. Essential Nature of Equipment. By execution of this Schedule, Lessee confirms that it has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the scope of Lessee's authority and not in any trade or business carried on by a person other than Lessee.

H. Prepayment and Early Purchase Terms. On any Lease Payment Date, Lessee may exercise an option to purchase the Equipment for the applicable Purchase Option Price set forth above, subject to paragraph 22 of the Master Agreement.

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G. Essential Nature of Equipment. By execution of this Schedule, Lessee confirms that it has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the scope of Lessee's authority and not in any trade or business carried on by a person other than Lessee.

H. Prepayment and Early Purchase Terms. On any Lease Payment Date, Lessee may exercise an option to purchase the Equipment for the applicable Purchase Option Price set forth above, subject to paragraph 22 of the Master Agreement.

I. Entire Agreement. This Lease, together with the Master Agreement and all exhibits, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation, documents and representations, express or implied. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease.

J. Counterparts. This Schedule may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement.

K. Other Documents. In connection with the execution of this Schedule, Lessee shall cause to be delivered to Lessor (i) an Acceptance Certificate substantially in the form attached as Exhibit B to the Master Agreement; (ii) an essential use/source of funds letter substantially in the form attached as Exhibit C to the Master Agreement; (iii) a certified copy of Lessee's authorizing resolutions substantially in the form attached as Exhibit F to the Master Agreement; (iv) a Certificate of Insurance substantially in the form attached as Exhibit D to the Master Agreement; (v) an opinion of Lessee's counsel substantially in the form attached as Exhibit E to the Master Agreement; (vi) a form 8038 G or 8038GC as required under the Code; and (viii) any other documents or items required by Lessor. Upon acceptance of the Equipment in good operating order and condition.

L. Designation as Qualified Tax-Exempt Obligation. The Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code and Lessee (including all "subordinate entities" of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) does not reasonably expect to issue more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations" and reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from Federal income taxation under Section 103 of the Code in an amount greater than $10,000,000.

IN WITNESS WHEREOF, Lessor has executed this Schedule in its corporate name and attested by its duly authorized representatives and Lessee has caused this Schedule to be executed in its name by its duly authorized representatives. All of the above occurred as of the date first written above.

City of Leawood	Gold Bank
Signature: Peggy Dunn	Signature: John H. Freiermuth
By: Peggy Dunn	By: _____ John H. Freiermuth
Title: Mayor	Title: Senior Vice President

ATTEST:

Signature: Martha Heizer

By: MARTHA HEIZER
Print Name

Title: City Clerk

EXHIBIT B
TO MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

ACCEPTANCE CERTIFICATE FOR SCHEDULE NO. -1-

TO: Gold Bank
11301 Nall Avenue
Leawood, KS 66211

Reference is made to the Master Municipal Lease/Purchase Agreement between the undersigned ("Lessee"), and Gold Bank (Lessor), dated Feb. 4, 2002 ("Master Agreement") and to the Municipal Lease/Purchase Schedule No. -1- dated Feb. 4, 2002 (the "Schedule") (collectively the Master Agreement and the Schedule are referred to as the "Lease"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented; and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the event at any time in the future the Equipment fails to perform as expected or represented, we will, subject to the provisions of the Lease, continue to honor the Lease in all respects and subject to the provisions of the Lease continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The serial number of each item of Equipment which is set forth on the Municipal Lease/Purchase Schedule No. -1- is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Master Agreement.

Lessee: City of Leawood

By Peggy Dunn
Name: Peggy Dunn
Title: Mayor

Date: 2/4/02

EXHIBIT C
TO MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

ESSENTIAL USE/SOURCE OF FUNDS LETTER
FOR SCHEDULE NO. -1-

RE: Master Municipal Lease/Purchase Agreement Dated Feb. 4, 2002
And Municipal Lease/Purchase Schedule No. -1- Dated Feb. 4, 2002.

Gold Bank
11301 Nall Avenue
Leawood, KS 66211

Gentlemen:

This confirms and affirms that the Equipment described in the Master Municipal Lease/Purchase Agreement and the Municipal Lease/Purchase Schedule No. -1- referred to above (collectively, the "lease") is essential to the function of the undersigned or to the service we provide our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all of such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purposes of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:
Equipment shall be used on City of Leawood owned golf course known as IronHorse for maintenance.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is between 4 and 6 years.

Our source of funds for payments of the rent due under the Lease for the current fiscal year is from a proprietary fund established by the City of Leawood.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: Is anticipated that fee income generated from the golf course including ancillary income from the gold course will be sufficient to make the rental payments to become due.

Very truly yours,

By: Peggy Dunn
Name: Peggy Dunn
Title: Mayor

Date:

EXHIBIT D
TO MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

INSURANCE INFORMATION FOR SCHEDULE NO. -1-

Lessee Name: City of Leawood	Lease Date: MARCH 1, 2002	
Name of Insurance Company: THE SAINT PAUL FIRE & MARINE		
Name of Insurance Agency: INSURANCE SOURCE		
Address of Insurance Agency: 523 N. MURLEN OLATHE, KS 66062		
Name of Agent: MONTE GIDDINGS/CAROL DUSKE		
Phone Number of Agent: 913-782-1404	Policy Number: GP09303514	Expiration Date: 1/1/02

POLICY AMOUNT

Fire & Extended Coverage	$20,651,852 BLANKET
Deductible	$1,000
Other: (specify)	
Liability - Bodily Injury	$ 500,000
Liability - Property Damage	$ 500,000

30 Day Notice of Cancellation Yes X No_____

[_____] Yes_____ No_____

Insurance Certificate to Follow Yes X No_____

Follow-up Date:	Information Taken By:

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

EXHIBIT E
TO MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

OPINION OF COUNSEL

February 4, 2002

Gold Bank
11310 Nall Avenue
Leawood, KS 66211

RE: Master Municipal Lease/Purchase Agreement dated February 4, 2002, by and between **Gold Bank** ('Lessor') and **City of Leawood** ("Lessee") and Municipal Lease/Purchase Schedule No. -1-, dated February 4, 2002.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Master Municipal Lease/Purchase Agreement and the Municipal Lease/Purchase Schedule No. -1-, described above and various related matters, and in this capacity have reviewed a duplicate original or certified copy thereof, the Exhibits attached and executed pursuant thereto (collectively, the 'Lease') and the proceedings taken by Lessee to authorize and execute the Lease. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Kansas ("State"), duly organized, existing, and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee, and is the legal, valid, and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies against Lessee as the State or as a political subdivision of the State and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution, delivery and performance of the Lease do not and will not result in the violation of any constitutional, statutory, or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. To the best of the undersigned's knowledge, there is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator, or governmental body that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, and other documents contemplated thereby; the appropriation of moneys to make Lease Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease, and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.

7. The equipment financed by the Lease is personal property, and when used by the Lessee will not be or become fixtures under the laws of the State.

8. Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended and the related regulations and rulings thereunder, and the portion of payments identified as the interest component on Municipal Lease/Purchase Schedule No. -1-, upon receipt, will not be includable in federal gross income of the recipient under the statues, regulations, court decisions, and rulings existing on the date of this opinion and consequently will be exempt from present federal income taxes.

Very truly yours,

Patricia A. Bennett
City Attorney

EXHIBIT F
TO MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

CERTIFICATE OF RESOLUTIONS

I, Martha Heizer, do hereby certify that I am the duly elected or appointed and acting City Clerk of the City of Leawood duly organized and existing under the laws of the Kansas (the "Lessee"), and that the following is true and accurate:

1. Attached hereto as Attachment A is a true an correct copy of the resolutions of Lessee's governing body authorizing the execution of the Master Municipal Lease/Purchase Agreement with Gold Bank, the Municipal Lease/Purchase Schedule No. -1- and related matters adopted at said meeting, duly and regularly held and convened on 2/4, 02, and such resolutions have not been amended and remain in full force and effect.

2. All members of the Lessee's governing body had due notice of said meeting and that, if required by law, said meeting was open to the general public.

3. Prior to the time of said meeting I duly caused public notice of the time and place of said meeting to be conspicuously posted in the public locations previously designated for such purposes, and I further duly caused public notice of the time and place of said meeting to be given to the newspapers and/or other news media as required by law.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 4th day of February, 2002

(SEAL)

By: Martha Heizer

Name: MARTHA HEIZER

Title: City Clerk

CERTIFICATE

State of Kansas)
County of Johnson)
City of Leawood)

I, Martha Heizer, City Clerk of the City of Leawood, Kansas, hereby certify that the attached is a true and correct copy of Resolution No. 1664, as the same appears in my office.

In testimony whereof, I have hereunto signed my name and affixed the Seal of said City this 4th day of February, 2002.

(S E A L)

Martha Heizer

Martha Heizer, City Clerk

RESOLUTION NO. 1664

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER LEASE/PURCHASE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND GOLD BANK ["LESSOR"] FOR THE LEASE/PURCHASE OF GOLF COURSE EQUIPMENT FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, the City is a political subdivision of the State of Kansas, and is duly organized and existing pursuant to the Constitution and laws of the State of Kansas; and

WHEREAS, pursuant to applicable law, the Governing Body of the City is authorized to acquire, dispose of and encumber personal property, including, without limitation, rights and interest in personal property, leases and easements necessary to the functions or operations of the City; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease/purchase agreements ['Equipment Lease'] in the principal amount not exceeding $93,074, for the purpose of acquiring the property ['Equipment'] to be described in the Equipment Lease is appropriate and necessary to the functions and operations of the City; and

WHEREAS, Gold Bank shall act as Lessor under said Equipment Leases.

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

SECTION ONE: Peggy Dunn, Mayor of the City of Leawood, Kansas, ['Authorized Representative'] acting on behalf of the City, is hereby authorized to negotiate, enter into, execute, and deliver the Equipment Lease in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the City. The Authorized Representative acting on behalf of the City is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION TWO: The aggregate original principal amount of the Equipment Lease shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Lease and the Equipment Lease shall contain such options to purchase by the City as set forth therein.

SECTION THREE: The City's obligations under the Equipment Lease shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the City's obligations under the Equipment Leases shall not constitute an unlawful general obligation of the City or indebtedness under the Constitution and laws of the State of Kansas.

SECTION FOUR: This resolution shall become effective upon passage.

PASSED by the Governing Body this 4th day of February 2002.

APPROVED by the Mayor this 4th day of February 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
John Freiermuth 913-323-7726

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gold Bank
11301 Nall Avenue
Leawood, KS 66211

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: City of Leawood

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 4800 Town Center Drive | CITY: Leawood | STATE: KS | POSTAL CODE: 66211 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN: 48-6075890 | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION: Kansas | 1g. ORGANIZATIONAL ID #, if any | ☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any | ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Gold Bank

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 11301 Nall Avenue | CITY: Leawood | STATE: KS | POSTAL CODE: 66211 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

One(1)- Jacobsen Model LF 3800 fairway mower s/n_____.
Two(2)- Jacobsen Model TriKing 1900D slope mowers s/n_____ and s/n_____.
One(1)- Spraytek Model DS-175 sprayer s/n_____.
Four(4)- Jacobsen Model GK522A green mowers s/n_____, s/n_____, s/n_____ and s/n_____.
One(1)- Broyhill Model Banjo 150g skid sprayer s/n_____.
The above equipment includes all standard attachments, accessories, future replacements thereto and all proceeds thereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

RESOLUTION NO. 1665

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS [HEREINAFTER "CITY"] AND JOHNSON COUNTY UNIFIED WATEWATER DISTRICT [JCUWD] [HEREINAFTER "JCUWD"] FOR MANAGING THE USE AND OCCUPANCY OF PUBLIC RIGHT-OF-WAY.

WHEREAS, the City desires to adequately manage occupancy and regulate excavations in the City right-of-way and issuance of right-of-way permits; and

WHEREAS, JCUWD currently utilizes various rights-of-way located in the City for their facilities; and

WHEREAS, the City and JCUWD desire to work in a harmonious manner and to clarify and manage conditions of occupancy and construction within rights-of-way; and

WHEREAS, both parties have read, understand and agree to the conditions setforth in the Right-of-Way Agreement, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

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

SECTION ONE: That the Governing Body hereby approves and authorizes the Mayor to execute the attached Right-of-Way Agreement, 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 4th day of February, 2002.

APPROVED by the Mayor this 4th day of February, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Lisa R. Wetzler, Assistant City Attorney

I:\32JCUWD.DOC

AN AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS,

AS THE GOVERNING BODY OF THE UNIFIED WASTEWATER DISTRICT

AND

CITY OF LEAWOOD, KANSAS

FOR MANAGING THE USE AND OCCUPANCY OF PUBLIC RIGHT-OF-WAY

THIS AGREEMENT, made and entered into as of 4th day of February 2002 by and between the **City of Leawood, Kansas,** hereinafter termed the **"City"** and the **Board of County Commissioners of Johnson County, Kansas, as the Governing Board of the Unified Wastewater District**, hereinafter termed **"County"**.

1. General.

1.1. The general intent is for the County and the City to cooperate in the management of the facilities within the right-of-way of the City.

1.2. This Agreement is entered into pursuant to Kansas State Statute 12-2908.

2. Purpose.

2.1. To recognize the City's primary role as chief steward of the right-of-way and its duty to its citizens to recover the administrative costs of managing the right-of-way and incursions into it;

2.2. To clarify and manage conditions of occupancy and construction for the County occupying space within the City's right-of-way given the anticipated use of the right-of-way by the County;

2.3. To recognize the necessity for sound management practices in light of the use of the right-of-way and the fact that the right-of-way is a limited resource;

2.4. To minimize disruption, visual impact or inconvenience to the public, and to preserve the public health, safety and welfare; and

2.5. To comply with state and federal legislation.

3. Definitions.

3.1. For purposes of this Agreement, the following words and phrases shall have the meaning given herein:

3.1.1. ***"Abandoned Facilities"*** means those facilities owned by the County that are not in use and will not be utilized by the County in the future.

3.1.2. "***City***" means the City of Leawood, Kansas, a municipal corporation and any duly authorized representative.

3.1.3. ***"City Engineer"*** [INTENTIONALLYDELETED]

3.1.3. ***"Construct"*** means and includes construct, install, erect, build, affix or otherwise place any fixed structure or object, in, on, under, through or above the right-of-way.

3.1.4. "***Day***" means calendar day unless otherwise specified.

3.1.5. ***"Emergency"*** means a condition that (a) poses a clear and immediate danger to life or health, or of a significant loss of property; or (b) requires immediate repair or replacement in order to restore service to a user.

3.1.6. ***"Excavate"*** means and includes any cutting, digging, excavating, tunneling, boring, grading or other alteration of the surface or subsurface material or earth in the right-of-way.

3.1.7. "***Facility***" means lines, pipes, irrigation systems, wires, cables, conduit facilities, poles, towers, vaults, pedestals, boxes, appliances, antennae, transmitters, gates, meters, appurtenances, or other equipment.

3.1.8. "***Governing body***" means the Mayor and the City Council of the City of Leawood, Kansas.

3.1.9. "***Governmental entity***" means any county, township, city, town, village, school, library County, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the State of Kansas or of any other state of the United States and any agency or instrumentality of the State of Kansas or of any other state of the United States or of the United States.

3.1.10. ***"Loss"*** means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with or claimed to arise out of or be connected with this Agreement, any permit issued under this Agreement, or any action connected with the performance of the permitted work whether arising before or after the completion of the work.

3.1.11. ***"Parkway"*** means the area between a property line and the street curb, sometimes called boulevard, tree-shelf, or snow-shelf.

3.1.12. ***"Pavement"*** means and includes Portland cement concrete pavement, asphalt concrete pavement, asphalt treated road surfaces and any aggregate base material.

3.1.13. ***"Person"*** means any natural or corporate person, business association or business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

3.1.14. ***"Public improvement"*** means any project undertaken by the City for the construction, reconstruction, maintenance, or repair of any public infrastructure, and including without limitation, streets, alleys, bridges, bikeways, parkways, sidewalks, sewers, drainage facilities, traffic control devices, street lights, public facilities, public buildings or public lands.

3.1.15. ***"Public lands"*** means any real property of the City that is not right-of-way.

3.1.16. ***"Public Works Director"*** means the Director of the Public Works Department of the City of Leawood, Kansas, or the authorized representative.

3.1.17. ***"Repair"*** means the temporary construction work necessary to make the right-of-way useable.

3.1.18. ***"Restoration"*** means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition, or better, that existed before the commencement of the work.

3.1.19. ***"Right-of-way"*** means the area on, below or above the present and future City streets, alleys, bridges, bikeways, parkways and sidewalks.

3.1.20. ***"Right-of-way Permit"*** means the authorization to excavate for the construction, installation, repair or maintenance of any type of facility within the right-of-way.

3.1.21. ***"Routine Service Operation"*** means a work activity that makes no material change to the facilities and does not disrupt traffic.

3.1.22. ***"Service"*** means the removal and treatment of wastewater and sanitary waste for persons by the County in accordance with statute by means of facilities located in whole or in part in the right-of-way.

3.1.23. ***"Street"*** means the pavement and sub-grade of a City residential, collector or arterial roadway.

4. Policy.

4.1. The County shall utilize the right-of-way in a manner that maximizes the efficient use of and conserves the right-of-way and minimizes the burden on the right-of-way, physically and aesthetically. Any use of the right-of-way within the City by the County shall be subject to the terms and conditions hereof, in addition to other applicable federal, state or local requirements.

4.2. The County shall use the right-of-way in accordance with this Agreement, and shall be limited to the use that the County has been granted by state statute. These rights are for the exclusive use of the County.

4.3. This Agreement also is designed to manage occupancy and regulate excavations in the right-of-way by providing, among other things, for the issuance of permits.

4.4. If any of the rules, regulations, policies, ordinances and other criteria described herein are subsequently adopted or amended by the City in manner that creates a conflict with any provision of this Agreement and said conflict adversely affects the operation of the County, then the parties to this Agreement shall make a good faith effort to renegotiate those provisions of this Agreement that directly relate to said conflict.

5. Administration.

5.1. The Public Works Director is the principal city official for administration of right-of-way permits for work and excavations made in the right-of-way. The Public Works Director may delegate any or all of the duties hereunder.

6. Requirements of County.

6.1. The County shall designate a local person familiar with the facilities who will act as a local agent for the County and will be responsible for satisfying information requirements of this Agreement. The County shall present to the City the agent's name, address, telephone number, fax number and email address. The agent shall be the person to whom relocation notices and other such notices shall be sent, and with whom rests the responsibility to facilitate all necessary communications.

6.2. The County shall participate in any joint planning, construction and advance notification of right-of-way work, including coordination and consolidation of street cut work. In addition, the County shall cooperate with other users of the

right-of-way and the City for the best, most efficient, most aesthetic and least obtrusive use of the right-of-way, consistent with safety, and to minimize traffic and other disruptions, including street cuts.

6.3. The mapping requirements of the County shall be:

6.3.1. The County shall keep and maintain accurate records and as-built drawings depicting accurate location of all its facilities constructed, reconstructed, or relocated in the right-of-way after the effective date of this Agreement.

6.3.2 Such information shall be made available through the Johnson County Automated Integrated Mapping Systems (AIMS). Any reasonably necessary information not available through AIMS shall be timely provided upon request by the City in a format reasonably approved by the City.

6.3.3 Such mapping and identification shall be at the sole expense of the County.

7. <u>County's Right to Sell, Transfer, Lease, Assign, Sublet or Dispose.</u>

7.1. The County shall not sell, transfer, lease, assign, sublet or dispose of its facilities, or any portion thereof, that is located in public right-of-way, or any right, title or interest in the same, by ordinary sale, consolidation or otherwise, without notice to the City.

8. <u>Use of the Right-of-Way.</u>

8.1. The County's use of the right-of-way is subject to the City's imposition of conditions upon the County's use or occupation of the right-of-way within reasonable exercise of its police powers. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested in or granted to the City.

8.2. The County shall coordinate the placement of future facilities in a manner that minimizes the adverse impact on any public improvement. Where placement is not regulated, the facilities shall be placed with adequate clearance from public improvements so as not to impact or be impacted by such public improvement as defined in the City's Manual of Infrastructure Standards available in the office of the City Engineer.

8.3. The County shall consider any request made by the City concerning placement of facilities in private easements in order to limit or eliminate future street improvement relocation expenses.

8.4. All County facilities shall be located so as not to permanently disrupt or interfere with any pipes, drains, sewers, irrigation systems, or other structures or public improvements already installed. In addition, the County shall avoid, so far as may be practicable, disrupting or interfering with the lawful use of the streets, alleys, sidewalks or other public lands of the City.

8.5. All new facilities of the County shall be designed to minimize interference with the use of right-of-way and public lands. The City, through its City Engineer, shall have the right to review and comment upon the location, design and nature of the facility prior to its being installed.

8.6. The Public Works Director may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is currently or, pursuant to current technology, the Public Works Director expects will someday be located within the right-of-way. All right-of-way permits issued by Public Works Director shall indicate the proper corridor for the County's new or relocated facilities. Those County facilities shall, no later than at the time of next reconstruction or excavation of the area where its facilities are located, move the facilities to its assigned position within the right-of-way, if mutually agreed upon by Public Works Director and the County, upon consideration of such factors as the remaining economic life of the facilities, public safety, user service needs and hardship to the County.

8.7. All earth, materials, sidewalks, paving, crossings and other public improvements damaged or removed by the County shall be fully repaired or replaced promptly by the County at its sole expense and to the reasonable satisfaction of the City. Upon determination by the Public Works Director that such repair or replacement is a public safety matter, all such repair or replacement shall be commenced within twenty-four (24) hours of notice from the City, or the Public Works Director may direct the City to make such repair or replacement and bill the County for the City cost. The Public Works Director has the authority to inspect the repair or replacement of the damage, and, if necessary, to require the County to do any necessary additional work.

8.8. In connection with any public improvement undertaken by the City, the County shall pay for all manhole adjustment costs and shall provide the City with all appropriate riser rings.

8.9. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of a County's facilities in

the right-of-way shall be in accordance with applicable federal, state and local law and regulations, including those promulgated by national trade associations commonly associated with the service provided by the County. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Agreement may be in addition to or stricter than such minimum standards. The Public Works Director may require that any drawings, plans and/or specifications submitted be certified by a Kansas registered professional engineer stating that such drawings, plans and/or specifications comply with all applicable technical codes, rules and regulations, unless such plans are based directly on nationally recognized codes, which are appropriately cited, and attested to on the plans by the signature of an authorized official of the organization applying for the permit.

8.10. The County shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and horizontal and vertical location of its facilities located within the right-of-way, when a potential conflict is identified between the County facilities and the public improvement. Such location and identification shall be at the sole expense of the County without any expense to the City, its employees, agents, or authorized contractors.

9. **Facility Relocation.**

9.1 The County shall promptly remove, relocate or adjust any facilities located in private easement or in right-of-way if facilities pre-dated the existence of the right-of-way, as directed by the City, for a public improvement, at City expense, by moving such facilities to areas within the expanded right-of-way or within remaining private easements or remaining portions of such easements not condemned by nor disclaimed to the City to avoid conflict with City construction and improvements. The County shall disclaim those parts of its easements, which lie within the expanded right-of-way. Should the City, in the future, elect to require the County to again relocate its facilities to other areas within the expanded right-of-way, the cost of any such future relocation shall be borne by the City.

9.2 Unless the County facilities predate the existence of the right-of-way, the County shall promptly remove, relocate or adjust any facilities located in the right-of-way as directed by the City for a public improvement or when reasonably required by the City by reason of public safety. Such removal, relocation, or

adjustment shall be performed by the County and the cost of the same shall be allocated as follows:

9.2.1 For any CARS funded project, the City and the County shall share 50-50% in the cost of relocation of County facilities, including the cost of design.

9.2.2 For any SMAC funded project, the City and the County shall share 25% (City) -75% (County) in the cost of relocation of County facilities.

9.2.3 When relocation is necessary for non-SMAC and non-CARS funded projects being constructed on property annexed by the City after 1995, as well as property annexed in the future, the City and the County will share the cost of the relocation of County facilities on a 50-50% basis.

9.2.4 For projects constructed on pre-1996 annexed property that does not utilize CARS and SMAC funding, the County will pay 100% of the cost of relocation of its facilities.

A flow chart graphically depicting the allocations set forth above, is attached hereto, as Exhibit A, and is incorporated herein by reference. Relocations shall be specifically subject to rules, regulations and schedules of the City. The County shall proceed with relocations with due diligence upon notice from the City.

9.3 The parties acknowledge that prior to entering into this Agreement, the City routinely included in the project the relocation of County facilities whenever undertaking a public improvement. In the past, the design, bid letting, and construction of the relocated County facilities was completed by the City. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that the City shall, at the request of the County, continue to include the relocation of the County's facilities whenever a public improvement requires the relocation of County facilities. Upon receipt of a payment request from the City that documents actual relocation costs incurred, the County shall promptly reimburse the City for any and all relocation costs attributable to the design, bid letting, and construction of the County's facilities according to the cost formulas set forth in Sections 9.1 and 9.2 above. For purposes of this Section 9.3, the City shall act on its own behalf and not as the County's agent in connection with contracting for relocations undertaken pursuant to this Section 9.3 and the County shall have no duty or obligation to indemnify the City or its agents or contractors for any Loss arising out of work

associated with relocations undertaken pursuant to this Section 9.3. The City agrees that it shall not, in any document, represent that it is acting as the County's agent in connection with the relocation of the County's facilities.

9.4 As soon as working drawings are available for public improvements that may require the County to relocate its facilities, the City shall provide the County with written notice of potential relocations and the anticipated bid letting date of said improvement. The County shall respond with any conflicts and a proposed construction schedule within thirty (30) days.

9.5 Following notice by the City in the form of the delivery of final design plans for such public improvements, the County shall remove, and relocate its facilities in accordance with the mutually agreed upon schedule, provided the project is not delayed by adverse weather conditions and other factors beyond the control of the County. The County shall notify to the City, in writing, that its facilities have been relocated or adjusted in accordance with project plans provided by the City.

9.6 Any damages suffered by the City, to the extent caused by County's failure to timely relocate or adjust its facilities, or failure to properly relocate or adjust such facilities, shall be borne by the County.

9.7 It is the intent of this section for both the City and the County to cooperate with one another so that the need for facility relocation is minimized and, when required and feasible, relocations may be completed prior to receipt of bids by the City for a public improvement.

10. <u>Protection of the Public.</u>

10.1. It shall be the responsibility of the County to take adequate measures to protect its facilities in the right-of-way from damage.

10.2. The City shall not be liable for any damage to or loss of any of the County's facilities within the right-of-way as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including public improvements by or on the behalf of the City, except to the extent caused by the negligent, willful, intentional, or malicious acts or omissions of the City.

10.3. The County shall be responsible to the City and its agents, representatives, and authorized contractors for all damages suffered by them including, but not limited to delay damages, repair costs, construction delays, penalties or other expenses of any kind arising out of the failure of the County to perform any of its obligations under this Agreement to the extent caused by the acts or omissions of the County.

10.4. The City or its authorized contractors shall be responsible for taking reasonable precautionary measures including calling for facility locations.

10.5. If for any purpose, the County makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley or other right-of-way, and shall leave any part or portion thereof open, or shall leave any part or portion thereof disrupted with rubbish, building or other material during construction and/or the night time, shall cause the same to be enclosed with good substantial and sufficient barricades or drums equipped with the appropriate type warning lights and orange safety fencing material which is properly secured around the excavation or the disruption.

10.6. Whenever the County excavates the full width of any street, sidewalk, alley, driveway approach or other right-of-way, it shall be its duty to maintain an adequate passage for vehicles and pedestrians across or around the excavation until it is refilled as specified.

10.7. Any excavation left open overnight on any thoroughfare or collector type street shall be securely covered, if possible. The County assumes the sole responsibility for maintaining proper barricades, plates, safety fencing and/or lights as required from the time of opening of the excavation until the excavation is surfaced and opened for travel.

10.8. The City Engineer, upon the review and approval of a plan and details for trimming trees in the right-of-way, may grant permission by permit to the County to trim trees upon and overhanging the right-of-way so as to prevent the branches of such trees from coming in contact with the work of the County.

10.9. The parties acknowledge that the City desires to preserve existing trees located within the right-of-way. If, in the opinion of the City Engineer, a contemplated installation or relocation of the County's facilities is detrimental to the health and safety of the mature trees along the proposed alignment of the County's facilities, the City and the County will discuss alternative alignments that would avoid damage to the trees. Any anticipated additional costs to be incurred by the County, that are attributable to the agreed upon proposed alignment, will be allocated between the parties by agreement.

10.10. Upon the appropriate request of any person having satisfied City procedure and ordinances, the County shall remove, raise, or lower its above ground facilities temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering shall be paid by the person requesting the same, and the County may require such payment in advance.

The County must be given not less than fifteen (15) days written notice from the person detailing the time and location of the moving operations, and not less than 24-hours advance notice from the person advising of the actual operation.

10.11. Upon reasonable notification, the County will raise, lower, or otherwise adjust any facility in the City right-of-way due to City maintenance and repair operations. Unless the County facilities predate the existence of the right-of-way, there will be no cost to the City for this work.

11. Right-of-way Vacation.

11.1. If the City vacates a right-of-way which contains the facilities of the County, and if the vacation does not require the relocation of the County's facilities, the City shall reserve, to and for itself and the County, an easement for the right to install, maintain and operate any facilities in the vacated right-of-way and to enter upon such vacated right-of-way at any time for the purpose of reconstructing, inspecting, maintaining or repairing the same.

11.2. If the vacation requires the relocation of facilities, and

11.2.1. If the vacation proceedings are initiated by the County, the County must pay the relocation costs.

11.2.2. If the vacation proceedings are initiated by the City, the County must pay the relocation costs unless otherwise agreed to by the City and the County.

11.2.3. If the vacation proceedings are initiated by a person other than the County or the City, such other person must pay the relocation costs in accordance with the City's Right-of-Way Management Ordinance.

12. Abandoned and Unusable Facilities.

12.1. The County must either:

12.1.1. Keep a record of its abandoned facilities located in the right-of-way, or

12.1.2. Remove its abandoned facilities located in the right-of-way, and replace or restore any damage or disturbance caused by the removal at its own expense.

13. Permit Requirement.

13.1. Except as otherwise provided, the County will not excavate any right-of-way or conduct any repair, construction, or reconstruction of facilities located within

the right-of-way without first having obtained the appropriate right-of-way permit.

13.2. No permit shall be required to perform routine service operations which do not require excavation in the right-of-way and do not disrupt traffic for more than four (4) hours.

13.3. A right-of-way permit will be obtained for emergency situations. If due to an emergency it is necessary for the County to immediately perform work in the right-of-way, and it is impractical for the County to first get the appropriate permit, the work may be performed, and the required permit shall be obtained as soon as possible during the next City working day.

13.4. The County will not excavate the right-of-way beyond the date or dates specified in the right-of-way permit unless the County:

13.4.1. Makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and,

13.4.2. A new right-of-way permit or permit extension is granted.

13.5. Right-of-way permits issued shall be conspicuously displayed by the County at all times at the indicated work site and shall be available for inspection by the City Engineer, other City employees and the public.

13.6. Prior to the commencement of excavation, the County shall identify and locate any buried facilities to be spray painted according to the Uniform Color Code required by the Kansas One Call.

13.7. All excavations by the County shall have a metal marker inserted into the excavation of the restored pavement, which shall identify the County.

13.8. If the County is found to be working in the public right-of-way without a permit, the County will be directed to stop work until a permit is acquired and properly posted at the work site. The only exception allowed is for emergency repair work.

13.9. If the County is found to be working without providing for required safety and traffic control, it will be directed to stop work until the appropriate measures are implemented in accordance with the current edition of the Manual on Uniform Traffic Control Devices.

14. <u>Permit Applications.</u>

14.1. Application for a right-of-way permit shall be submitted to the Public Works Director either by the County or by the person who will do the work and/or excavation in the right-of-way.

14.2. Right-of-way applications shall contain and be considered complete only upon receipt of the following:

14.2.1. Submission of a completed permit application form, including all required attachments, sketches or scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities at such location;

14.2.2. A traffic control plan if necessary;

15. Liability Insurance, Performance and Maintenance Bond Requirement.

15.1. The County shall require any contractor performing work on behalf of the County to carry liability insurance with an insurance company licensed to do business in Kansas. The City shall be named as additional insured on said policies. The amount will be not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. The insurance will protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death, or property damage to the extent caused or alleged to have been caused by the negligent acts or omissions of the County and its contractor.

15.2. A copy of the Liability Insurance Certificate for the District's sub-contractor must be on file with the City Clerk.

16. Fees.

16.1. The County will pay no right-of-way permit fee.

16.2. The City will pay no plan review fee for any City project.

17. Issuance of Permit.

17.1. When the Public Works Director determines that the work has satisfied the requirements of this Agreement, the Public Works Director shall issue a right-of-way permit.

17.2. The Public Works Director may impose reasonable conditions upon the issuance of a right-of-way permit and the performance of the County's work in order to protect the public health, safety and welfare, to ensure the structural integrity of the right-of-way, to protect the property and safety of other users of the right-of-way, and to minimize the disruption and inconvenience to the traveling public.

17.3. Issued permits are not transferable.

17.4. Except for a relocation of the County's facilities under Section 9.3 of this Agreement, if work is being done for the County by another person, a contractor or otherwise, the person doing the work and the County shall be liable and responsible for all damages, obligations, and warranties herein described.

18. Permitted Work.

18.1. The County shall not make any cut, excavation or grading of right-of-way other than excavations necessary for emergency repairs without first securing a right-of-way permit.

18.2. The County shall not at any one time open or encumber more of the right-of-way than shall be reasonably necessary to enable the County to complete the project in the most expeditious manner.

18.3. The County shall, in the performance of any work required for the installation, repair, maintenance, relocation and/or removal of any of its facilities, limit all excavations to those excavations that are necessary for efficient operation.

18.4. The County shall not permit such an excavation to remain open longer than is necessary to complete the repair or installation.

18.5. The County shall notify the City no less than three (3) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure or which reduces traffic flow to less than two (2) lanes of moving traffic for more than four (4) hours. Except in the event of an emergency as reasonably determined by the County, no such closure shall take place without notice and prior authorization from the City.

18.6. Non-emergency work on arterial and collector streets may not be accomplished during the hours of 7:00 AM to 8:30 AM and 4:00 PM to 6:00 PM, in order to minimize disruption of traffic flow.

18.7. All work performed in the right-of-way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected at the County's expense. Such signage shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

18.8. The County shall obtain locates in conformance with the Kansas Underground Utility Damage Prevention Act "Kansas One Call" system, and notice shall be provided directly to Kansas City Power and Light (KCPL) or to the Traffic

Operations section of the Public Works Department with respect to any municipal traffic signal and street light systems, as appropriate.

18.9. The County shall be liable for any damages to underground facilities due to excavation work prior to obtaining location of such facilities, or for any damage to underground facilities that have been properly identified prior to excavation. The County shall not make or attempt to make repairs, relocation or replacement of damaged or disturbed underground facilities without the approval of the owner of the facilities.

18.10. Whenever there is an excavation by the County, the County shall be responsible for providing adequate traffic control to the surrounding area as determined by Public Works Director of the City. The County shall perform work on the right-of-way at such times that will allow the least interference with the normal flow of traffic and the peace and quiet of the neighborhood.

18.11. All facilities and other appurtenances laid, constructed and maintained by the County shall be laid, constructed and maintained in accordance with acceptable engineering practice and in full accord with any and all applicable engineering codes adopted or approved by the parties and in accordance with applicable statutes of the State of Kansas, as well as the rules and regulations of any other local, state or federal agency having jurisdiction over the parties.

18.12. Following completion of permitted work for new construction, the County shall keep, maintain and provide to the City accurate records and as-built drawings, drawn to scale as accurately depicting the location of all utility facilities constructed pursuant to the permit. When available to the County, maps and drawings provided will be submitted in AUTOCAD.DXF or AUTOCAD.DWG automated formats if available, or in hard copy otherwise. The Public Works Director may waive this requirement.

18.13. The City may use the as-built records of the County's facilities in connection with public improvements.

19. <u>Right-of-way Repair and Restoration.</u>

19.1. The work to be done under the right-of-way permit and the repair and restoration of the right-of-way as required herein must be completed within the dates as specified in the permit. However, in the event of circumstances beyond the control of the County or when work was prohibited by unseasonable or unreasonable conditions, the Public Works Director may extend the date for

completion of the project upon receipt of a supplementary application for a permit extension.

19.2. All earth, materials, sidewalks, paving, crossing, utilities, public improvement or improvements of any kind damaged or removed by the County shall be fully repaired or replaced promptly by the County at its sole expense and the reasonable satisfaction of the City. The Public Works Director has the authority to inspect the repair or replacement of the damage, and if necessary, to require the County to do the additional necessary work. Notice of the unsatisfactory restoration and the deficiencies found will be provided to the County and a reasonable time not to exceed fifteen days will be provided to allow for the deficiencies to be corrected, unless parties agree to an extension.

19.3. After any excavation, the County shall, at its expense, restore all portions of the right-of-way to the same condition or better condition than it was prior to the excavation thereof.

19.4. In addition to repairing its own street cuts, the County must restore any area within five (5) feet of the new street cut that has previously been excavated, including the paving and its aggregate foundations.

19.5. If the County fails to restore the right-of-way in the manner and to the condition required by the City Engineer, or fails to satisfactorily and timely complete all restoration the City may, at its option, serve written notice upon the County that, unless within five (5) days after serving of such notice, a satisfactory arrangement can be made for the proper restoration of the right-of-way, the City may take over the work and prosecute same to completion, by contract or otherwise at the expense of the County, and the County shall be liable to the City for any and all excess cost assumed by the City by reason of such prosecution and completion.

19.6. If during excavation, the County leaves any debris in the right-of-way, it shall be responsible for providing safety protection in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and any applicable federal or state requirement.

19.7. If an excavation cannot be back-filled immediately and must be left unattended, the County shall securely and adequately cover the unfilled excavation. The County has sole responsibility for maintaining proper barricades, safety fencing and/or lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel.

19.8. In restoring the right-of-way, the County guarantees its work and shall maintain it for thirty-six (36) months following its completion. Any necessary restoration work shall be completed within a reasonable time, not to exceed thirty (30) calendar days, of the receipt of notice from the Public Works (not including days during which work cannot be done because of circumstances constituting Force Majeure or days when work is prohibited as unseasonable or unreasonable).

20. Supplementary Applications.

20.1. A right-of-way permit shall be valid only for the area of the right-of-way specified within the permit. The County may not cause any work to be done outside the area specified in the permit, except as provided herein. If the County determines that an area greater than that which is specified in the permit must be excavated, the County will apply to amend the permit.

20.2. A right-of-way permit shall be valid only for the dates specified in the permit. The County may not commence work before the permit start date or, except as provided herein, continue working after the end date. If the County does not complete the work by the permit end date, the County must apply for and receive a new right-of-way permit or a permit extension for additional time.

21. Other Obligations.

21.1. The County shall perform all work in full accord with any and all applicable engineering codes adopted or approved by the parties and in accordance with applicable statutes of the State of Kansas, or any other local, state or federal agency having jurisdiction over the parties. The County shall perform all work in conformance with all applicable codes and established rules and regulations and shall be responsible for all work done in the right-of-way pursuant to its permit, regardless by whom the work is done by.

21.2. Except in cases of an emergency and with approval of the City Engineer, no right-of-way work may be done when conditions are unreasonable for such work.

21.3. The County shall not disrupt a right-of-way such that the natural free and clear passage of water through the gutters or other waterways is interfered with. Private vehicles may not be parked within or next to the permit area.

22. Denial of Permit.

22.1. The Public Works Director may deny a permit to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary

travel over the right-of-way, or when necessary to protect the right-of-way and its users. The City Engineer, at his discretion, may consider one or more of the following factors in denial of the permit.

22.1.1. The extent to which the right-of-way space where the permit is sought is available;

22.1.2. The competing demands for the particular space in the right-of-way;

22.1.3. The availability of other locations in the right-of-way or in other right-of-way for the facilities of the County;

22.1.4. The applicability of any ordinance or other regulations that affect location of facilities in the right-of-way;

22.1.5. The degree of disruption to surrounding communities and businesses that will result from the use of that part of the right-of-way;

22.1.6. The condition and age of the pavement, which was constructed or reconstructed within the preceding five (5) years;

22.1.7. The balancing of costs of disruption to the public and damage to the right-of-way, against the benefits to that part of the public served by the construction in the right-of-way;

22.1.8. Whether the issuance of a right-of-way permit for the particular dates and/or time requested would cause a conflict or interferes with an exhibition, celebration, festival, or any other event. In exercising this discretion, the Public Works Director shall be guided by the safety and convenience of anticipated travel of the public over the right-of-way.

22.2. Notwithstanding the above provisions, the Public Works Director may in his discretion issue a right-of-way permit in any case where the permit is necessary to:

22.2.1. Prevent substantial economic hardship to a user of the County's service;

22.2.2. Allow such user to materially improve the service provided by the County.

23. <u>Revocation/Breach of Permit.</u>

23.1. If the Public Works Director determines that the County has committed a substantial breach of any condition placed on the right-of-way permit, the Public Works Director shall make a written demand upon the County to remedy such

breach. The demand shall state that the continued breach may be cause for revocation of the permit, or legal action if applicable. Further, a substantial breach, as stated above, will allow the City Engineer, at his discretion, to place additional or revised conditions on the right-of-way permit, specifically related to the manner in which the breach is cured by the County. Within five (5) calendar days of receiving notification of the breach, County shall contact the Public Works Director with a plan, acceptable to the City Engineer, for correction of the breach. County's failure to contact the City Engineer, County's failure to submit an acceptable plan, or County's failure to reasonably implement the approved plan shall be cause for immediate revocation of the right-of-way permit.

23.2. The County holds right-of-way permits issued pursuant to this Agreement as a privilege and not as a right. The City reserves its right, as provided herein, to revoke any right-of-way permits, without refund of the permit fee, in the event of a substantial breach of the terms and conditions of any law or the right-of-way permit. A substantial breach shall include, but not be limited to the following:

23.2.1. The violation of any material provision of the right-of-way permit;

23.2.2. An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;

23.2.3. Any material misrepresentation of any fact in the permit application;

23.2.4. The failure of the County's contractors to maintain the required insurance;

23.2.5. The failure to complete the work in a timely manner;

23.2.6. The failure to correct a condition indicated on an order issued pursuant to this Agreement;

23.2.7. Repeated traffic control violations; or

23.2.8. Failure to repair facilities damaged in the right-of-way.

23.3. If a right-of-way permit is revoked, the County shall also reimburse the City for the City's reasonable costs, including administrative costs, restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

24. <u>Work Requirements and Inspections.</u>

24.1. Any excavation, back filling, repair and restoration, and all other work performed in the right-of-way shall be done in conformance with the City's Manual of Infrastructure Standards as promulgated by the City Engineer.

24.2. The County shall notify the office of the Public Works Director upon completion of the authorized work permit.

24.3. The County will notify the Public Works Director to schedule an inspection at the start of back filling. Upon completion of all right-of-way restoration activities, the County will schedule a closeout inspection.

24.4. When any corrective actions required have been completed and inspected to the City Engineer's satisfaction, the thirty-six (36) month maintenance period will begin.

24.5. In addition to the required scheduled inspections, the Public Works Director may choose to inspect the ongoing permitted work in the right-of-way at any time to ensure that all requirements of the approved permit are being met by the County.

24.6. At the time of any inspection, the Public Works Director may order the immediate cessation of any work which poses a serious threat to the life, health, safety, or well being of the public. The Public Works Director may issue a citation to the County for any work which does not conform to the applicable standards, conditions, code or terms of the permit. The citation shall state that failure to correct the violation will be cause for revocation of the permit.

25. <u>Indemnification.</u>

25.1. The County shall indemnify, defend and hold harmless the City, its council members, officers, employees, agents, contractors, or suppliers from and against all loss, as defined by this Agreement, where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the County, its employees, agents, contractors or suppliers in the execution of work under this Agreement or any permit issued to the County hereunder. This indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature. Nothing contained herein shall be deemed to impose any obligation to

indemnify the City for relocation of County facilities undertaken by the City pursuant Section 9.3 of this Agreement.

25.2. The parties agree to timely notify one another of any such claim, demand, suit, proceeding, and/or action by providing written notice via certified mail. Nothing herein shall be deemed to prevent the City from participating in the defense of any litigation by its own counsel at its own expense.

25.3. Nothing in this section shall be deemed to impose liability on the County to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss.

25.4. The issuance of a permit by the City shall in no event be deemed an act of negligence on the part of the City.

26. Force Majeure.

26.1. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other circumstances beyond the County's or the City's control.

27. Federal, State and City Jurisdiction.

27.1. This Agreement shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this Agreement to the contrary, the construction, operation and maintenance of the County's facilities shall be in accordance with all laws and regulations of the United States, the state and any political subdivision thereof, or any administrative agency thereof, having jurisdiction. In addition, the County shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. The County's rights are subject to the police powers of the City to adopt and enforce this Agreement necessary to the health, safety, and welfare of the public. The County shall comply with all applicable laws enacted pursuant to that power. Finally, failure of the County's to comply with any applicable law or regulation may result in a forfeiture of any permit or authorization granted in accordance with this Agreement.

28. Severability.

28.1. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate,

distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

29. City's Failure to Enforce.

29.1. The City's failure to enforce or remedy any noncompliance of the terms and conditions of this Agreement or of any permit granted hereunder shall not constitute a waiver of the City's rights nor a waiver of the County's obligation as herein provided.

30. Enforcement.

30.1. The breach of any provision of this Agreement is hereby deemed to be grounds for revocation of the permit to operate within the City.

30.2. The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Agreement. In addition to any other remedies, the City Attorney may institute injunction, mandamus or other appropriate action or proceeding to correct a breach of this agreement.

31. Reservation of Rights.

31.1. In addition to any rights specifically reserved to the City by this Agreement, the City reserves unto itself every right and power which is required to be reserved by a provision of any ordinance, permit or other authorization granted under this Agreement. The City shall have the right to waive any provision of this Agreement, or any permit granted, except those required by federal or state law, if the City determines as follows: (a) that it is in the public interest to do so; and (b) that the enforcement of such provision will impose an undue hardship on the County. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. Further, the City hereby reserves to itself the right to intervene in any suit, action or proceeding involving the provisions herein.

31.2. Notwithstanding anything to the contrary set forth herein, the provisions of this Agreement shall not infringe upon the rights of the County pursuant to any applicable state or federal statutes, including, but not limited to the right to occupy the right-of-way.

32. Successors and Assigns.

32.1. The City and the County bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns, and legal

representatives of such party in respect to covenants, agreements, and obligations contained in this agreement.

33. Survival of Action.

33.1. All guarantees, indemnifications and rights of either party that accrues or arises out of this Agreement or any permit issued hereunder shall survive the termination date of this Agreement and expiration of any permit issued to the District.

34. Term.

34.1. This agreement shall be effective for a term of one (1) year from January 1, 2002. This agreement shall renew annually unless either party gives notice of their intent to terminate the agreement ninety (90) days prior to the end of the then current term.

IN WITNESS WHEREOF, *the City and the County have caused this Agreement to be executed on the date hereinabove written.*

City of Leawood, Kansas

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

Approved as to form:

Lisa R. Wetzler
Assistant City Attorney

Board of County Commissioners of Johnson County, Kansas, as the Governing Body of the Unified Wastewater District

Douglas E. Wood, Chairperson

Attest:

John A. Bartolac, County Clerk

JOHN A. BARTOLAC COUNTY CLERK JOHNSON COUNTY, KANSAS

Approved as to form:

Robert A. Ford
Assistant County Counselor

SEWER LINE RELOCATIONS

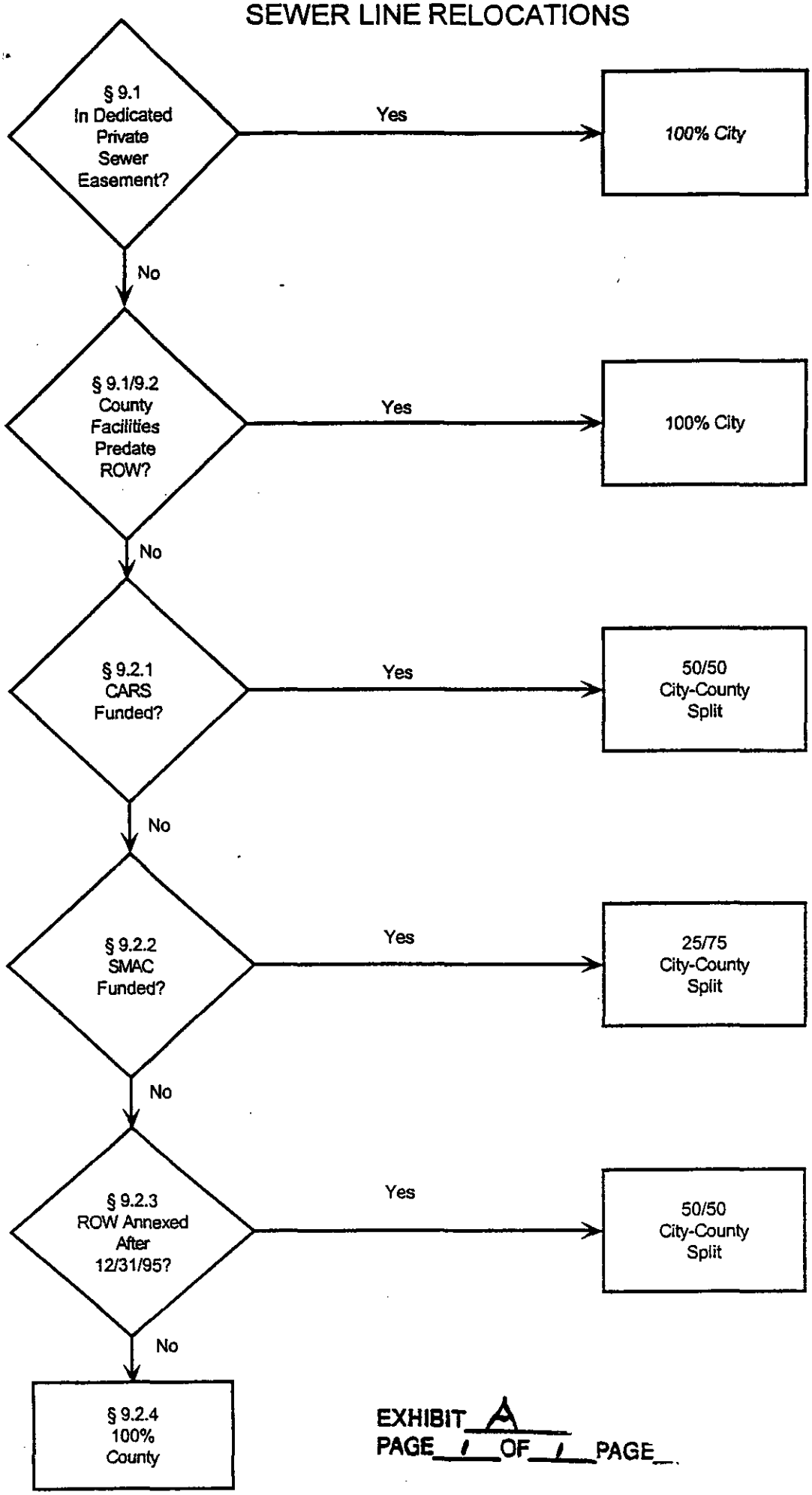


EXHIBIT A
PAGE 1 OF 1 PAGE

lsw:Sewer Line Relocation.sdr

RESOLUTION NO. 1666

A RESOLUTION REVISING AND AMENDING RESOLUTION NO. 1656, AS PASSED BY THE LEAWOOD GOVERNING BODY ON DECEMBER 17, 2001, PERTAINING TO THE DESIGNATION OF HOLIDAYS FOR THE YEAR 2002, IN ACCORDANCE WITH THE PERSONNEL RULES AND REGULATIONS OF THE CITY OF LEAWOOD, KANSAS.

WHEREAS, Section 9-2 of the 'Personnel Rules and Regulations,' as published in December, 1992, and amendments thereto, requires that holidays for all regular employees of the City of Leawood ['City'] be confirmed by the Governing Body in resolution form; and

WHEREAS, on December 17, 2002, Resolution No. 1656 was approved which identified the holiday dates for the year 2002; and

WHEREAS, on January 31, 2002, the City, by Proclamation and Johnson County, by Proclamation, declared a State of Emergency due to disastrous weather conditions that resulted in power outages and storm debris throughout the area; and

WHEREAS, due to the storm's aftermath, the Governing Body has determined it would be in the best interests of the City of Leawood to remove President's Day, Monday, February 18, 2002, as a recognized 2002 holiday for all regular employees of the City, as identified in Resolution No. 1656.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby revise and amend Resolution No. 1656, approved on December 17, 2001, and remove President's Day, Monday, February 18, 2002, as a recognized 2002 holiday.

SECTION TWO: All other dates set out in Resolution No. 1656, identified as official recognized 2002 holidays for regular employees shall remain in effect.

SECTION THREE: This resolution shall become effective upon passage by the Governing Body.

PASSED by the Governing Body this 12th day of February, 2002.

APPROVED by the Mayor this 12th day of February, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1667

A RESOLUTION REQUESTING JOHNSON COUNTY, KANSAS, PARTICIPATION IN THE CITY OF LEAWOOD'S FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM THROUGH THE COUNTY'S ASSISTED ROAD SYSTEM (C.A.R.S.) 2003-2007

WHEREAS, the Governing Body of the City of Leawood has reviewed and approved the submittal of the attached five-year road and bridge improvement program and,

WHEREAS, pursuant to the Johnson County Commissioners' commitment to hold Leawood harmless from any loss, the City of Leawood is requesting participation from Johnson County, Kansas, through the County's Assistance Road System (C.A.R.S.),

NOW THERFORE, be it resolved by the Governing Body of the City of Leawood, Kansas, that the attached five-year road and bridge program be submitted to Johnson County, Kansas, per Johnson County's Resolution No. 44-90 and Resolution No. 0881-91.

ADOPTED by the governing body this 18th day of February, 2002.

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

County Assistance Road System
2003-2007 Program Summary Sheet

Participating City: Leawood

Priority	Project Location	Proposed Start/ Finish	Project Type	CARS Route Classification		CARS Program Funding Request	Total Project Cost
				Major	Minor		
2003 1	119th & Mission Road Intersection Improvements	Jun-01 Aug-04	System Management	X		$410,000.00	$2,301,078.00
2003 2	Lee Boulevard, 103rd to Somerset	May-03 Aug-03	Maintenance		X	$194,463.00	$388,927.00
2003 3	117th Street - Roe to Tomahawk Crk. Pryway	May-03 Aug-03	Maintenance		X	$62,259.00	$124,516.00
2004 1	Roe, Tomahawk Creek to 135th Street	May-04 Aug-05	Capacity	X		$1,770,000.00	$7,601,865.00
2004 2	Mission Road, 119th to 127th Street	May-04 Aug-04	Maintenance		X	$190,500.00	$381,000.00
2005 1	College Boulevard, ElMonte to State Line	May-04 Aug-05	Maintenance	X		$162,813.00	$325,626.00
2005 2	Roe - 119th to College	May-05 Aug-05	Maintenance	X		$125,000.00	$250,000.00
2006 1	Tomahawk Creek Parkway, Roe to I-435	May-06 Aug-06	Maintenance	X		$320,000.00	$640,000.00
2006 2	Kenneth Road	May-06 Aug-06	Maintenance		X	$103,000.00	$206,000.00
2006 3	123rd Street, Mission Road to State Line	May-06 Aug-06	Maintenance		X	$113,000.00	$226,000.00

County Assistance Road System
2003-2007 Program Summary Sheet

Participating City: Leawood

Priority	Project Location	Proposed Start/ Finish	Project Type	CARS Route Classification		CARS Program Funding Request	Total Project Cost
				Major	Minor		
2007 1	Mission Road - 135th St to Bell Drive	May-07 Aug-07	Maintenance	X		$155,000.00	$310,000.00
2007 2	143rd Street - Nall to Kenneth	May-07 Aug-07	Maintenance	X		$110,000.00	$220,000.00
2007 3	89th Street - Lee to Mission Road	May-07 Aug-07	Maintenance		X	$57,500.00	$115,000.00

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 1

Project Location: 119th and Mission Road intersection improvements

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 5/2003 **Completion Date (mo/yr):** 09/2004

Current Average Daily Traffic (ADT): 23,000 **Accident History (Prior 3 Years):** 01-8,00-12,99-14,

Project Type: Capacity Major Maintenance Bridge Replacement Bridge Rehabilitation

Route Enhancement ~~System Management~~

Current Level of Service (LOS) [System Management Projects Only]: E

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good ☐ Fair X Poor ☐

Detailed Description of Existing Facility:
119th Street is a 4-lane undivided curb and gutter street with signals at the intersection of Mission Road. Mission Road is a 2-lane collector street. Both streets have grades approaching 10% coming into the intersection. There are no designated turn lanes on 119th street at the intersection of Mission Road.

Detailed Description of Project Scope:
Widen 119th Street to provide an eastbound right turn lane and left turn lanes for both east and west bound traffic. Extend the westbound left turn lane east approximately 1000 feet to provide for left turn movements into the church and residential developments on both sides of 119th Street. This lane will also provide turning movements from side streets onto 119th Street. The construction also includes the lowering of the street grade on both 119th and Mission road to 8%.

Project Cost Information *

1.	Design Cost:	332,722.00
2.	Right-of-way acquisition cost:	100,000.00
3.	Utility relocation Cost:	50,000.00
4.	Construction cost:	1,618,356.00
5.	Construction engineering cost:	200,000.00
	Total project cost:	2,301,078.00

Calculation of CARS Eligible costs:

A.	Sum item # 4 & 5 above	(+)	1,818,356.00
B.	Federal Aid Participation	(-)	1,000,000.00
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		818,356.00
	CARS Funding request		409,178.00
	(Request cannot exceed 50% of the CARS eligible costs)		

Funding participation by other cities:

City Name: N/A Funding:

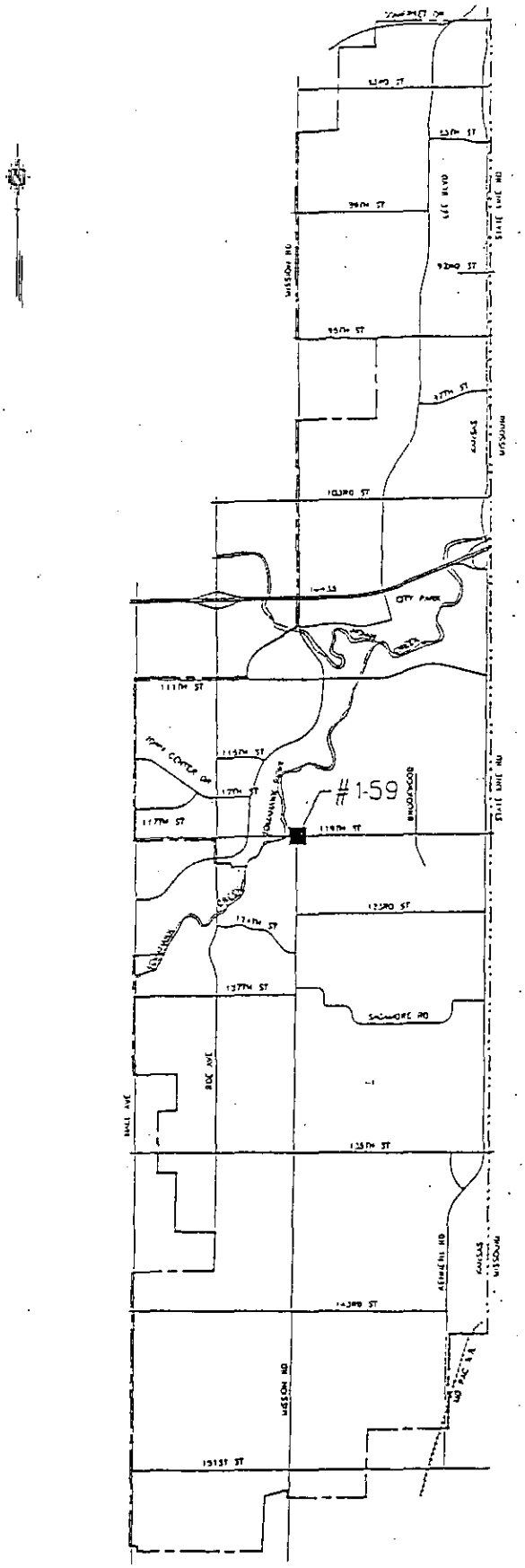
City Name: Funding:

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates **must** be furnished for all 2002 CARS program requests.

	Opinion of Probable Construction Cost - Field Check				PLAN DATE:
	119th Street & Mission Road				04/19/2001 0:00
	Leawood, KS 66206				
No	Item	Unit	Unit Cost	Quantity	Cost
	Site Preparation				
1.01	Traffic Safety Control	Lump Sum	$35,000.00	1	$35,000.00
1.02	Mobilization	Lump Sum	$60,000.00	1	$60,000.00
1.03	Contractor Construction Staking	Lump Sum	$25,000.00	1	$25,000.00
1.04	Monument Box	Each	$500.00	1	$500.00
1.05	Materials Testing	Lump Sum	$24,000.00	1	$24,000.00
	Removals				
2.01	Concrete Curb Removal	Meters	$9.80	1560	$15,288.00
2.02	Sidewalk Removal	Sq. Meters	$14.00	1670	$23,380.00
2.03	Pavement & Driveway Removal	Sq. Meters	$9.60	5352	$51,379.20
2.04	Storm Sewer Structure Removal	Each	$750.00	9	$6,750.00
2.05	Storm Sewer Pipe Removal	Meters	$100.00	198	$19,800.00
2.06	Cold Milling (50 mm)	Sq. Meter	$1.50	6085	$9,127.50
	Sewer System				
3.01	Curb Inlet (1830 x 1220)	Each	$2,000.00	1	$2,000.00
3.02	Curb Inlet (2440 x 1220)	Each	$2,200.00	11	$24,200.00
3.03	Curb Inlet (Special) (2440 x 1220)	Each	$3,200.00	1	$3,200.00
3.04	Curb Inlet (3050 x 1220)	Each	$2,400.00	1	$2,400.00
3.05	Area Inlet (1830 x 1220)	Each	$2,100.00	1	$2,100.00
3.06	Structure Modification	Each	$1,800.00	5	$9,000.00
3.07	375 mm RCP (Cl. III)	Meters	$150.00	157.24	$23,586.00
3.08	375 mm RCP (Cl. IV)	Meters	$170.00	15.31	$2,602.70
3.09	375 mm RCP End Section	Each	$700.00	1	$700.00
3.1	600 mm RCP (Cl. III)	Meters	$230.00	46.12	$10,607.60
3.11	750 mm RCP (Cl. III)	Meters	$260.00	3.96	$1,029.60
3.12	Curb Underdrain	Meters	$50.00	80	$4,000.00
3.13	Concrete Arch Encasement	Meters	$50.00	6	$300.00
3.14	Concrete Collar	Each	$450.00	2	$900.00
3.15	Plain Stone Riprap (Light 24) (700 mm)	Sq. Meters	$100.00	30	$3,000.00
3.16	Flowable Fill	Cu Meters	$50.00	800	$40,000.00
	Roadway Improvements				
4.01	Common Exc.	Cu. Meter	$8.00	2040	$16,320.00
4.02	Subgr. Compact.(150 mm)	Sq. Meter	$0.60	8894	$5,336.40
4.03	Compacted Granular Base (AB-3)	Metric Tons	$17.00	2515	$42,755.00
4.04	Conc.Curb & Gutter (600 mm wide)(AE)	Meter	$48.00	1453.1	$69,748.80
4.05	Petromat Fabric	Sq. Meter	$2.50	6504	$16,260.00
4.06	Pavement (Asphaltic Surface)(50 mm)	Sq. Meter	$4.30	7810	$33,583.00
4.07	Pavement (Asphaltic Intermediate Course)	Metric Tons	$42.00	82	$3,444.00
4.08	Pavement (200 mm PCC)(AE)	Sq. Meter	$55.00	1725	$94,875.00
4.09	Pavement (230 mm PCC)(AE)	Sq. Meter	$60.00	5716	$342,960.00
4.1	Pavement (200 mm PCC(AE) - Commercial Drive	Sq. Meter	$60.00	394	$23,640.00
4.11	Pavement (150 mm PCC(AE) - Residential Drive)	Sq. Meter	$55.00	18	$990.00
4.12	Conc. Sidewalk (130 mm)(AE)	Sq. Meter	$38.00	1889	$71,782.00
4.13	Conc. Retaining Wall (w/form liner)(AE)	Cu. Meter	$500.00	186	$93,000.00
4.14	Comb. Sidewalk/Retaining Wall (excluding sidew	Cu. Meter	$550.00	13.9	$7,645.00
4.15	Pavement Marking	Lump Sum	$15,000.00	1	$15,000.00
4.16	Permanent Signing	Lump Sum	$10,000.00	1	$10,000.00
4.17	Adjust Utility Manhole to Grade	Each	$800.00	2	$1,600.00
	Traffic Signals / Street Lighting				
5.01	City Owned Street Light Removal	Lump Sum	$2,800.00	1	$2,800.00
5.02	City Owned Street Light Installation	Lump Sum	$43,226.51	1	$43,226.51
5.03	Existing Traffic Signal Removal	Lump Sum	$5,900.00	1	$5,900.00
5.04	New Traffic Signal Installation	Lump Sum	$124,068.17	1	$124,068.17
	Streetscaping				
6.01	Repair Sprinkler Systems	Each	$500.00	5	$2,500.00
6.02	Replace Wood Fence	Meters	$82.00	120	$9,840.00
	Sod	Sq. Meters	$3.50	9745	$34,107.50
	Total				**$1,471,231.98**
7.01	Contingency	Percent	10.00%		$147,123.20
	Grand Total				**$1,618,355.18**
	Utility Relocations, Right of Way & Easements Acquisition, and Landscaping (excluding seed/sod) have not been inclu				
	KCP&L Design and Installation on Leased Lighting System is not included in estimate				

DAVID STUART LOTZ
LICENSED
11890
KANSAS
PROFESSIONAL ENGINEER

2/07/02



Project No. 159
119th Street & Mission Road

City of Leawood

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 2

Project Location: Lee Boulevard, 103rd Street north to Somerset Drive

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 5/2003 **Completion Date (mo/yr):** 8/2003

Current Average Daily Traffic (ADT): 6962 **Accident History (Prior 3 Years):** 01-9, 00-17, 99-14

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good □ Fair X Poor □

Detailed Description of Existing Facility:
Existing 2-lane ditch street

Detailed Description of Project Scope:
Perform a 2-inch mill and overlay

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	388,927.00
5.	Construction engineering cost:	
	Total project cost:	388,927.00

Calculation of CARS Eligible costs:

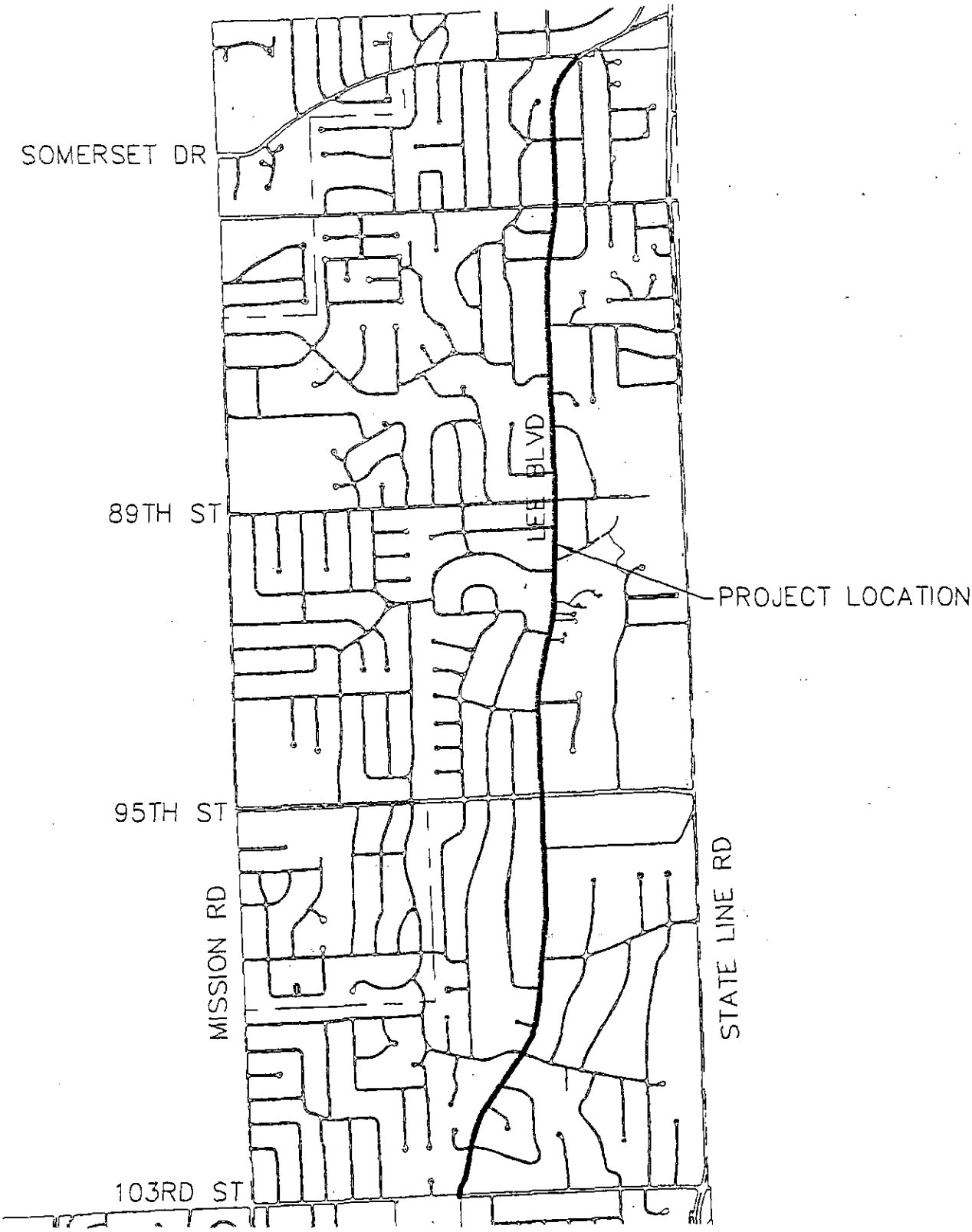
A.	Sum item # 4 & 5 above	(+)	388,927.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		388,927.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		194,463.00

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates **must** be furnished for all 2002 CARS program requests.



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HORIZONTAL SCALE IN FEET

REVISIONS	DATE	City of Leawood		
		LEE BOULEVARD SOMERSET TO 103RD ST		
	DATE: FEBRUARY 2001	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS	SHEET NO.	TOTAL SHEETS
	DESIGNED BY: DWL		1	1
	DRAWN BY: SCJ	FILE: CARS 2003 ARTERIALS.DWG		
	CHECKED BY: DWL			

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 3

Project Location: 117th Street – Roe to Tomahawk Creek Parkway

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 5/2003 **Completion Date (mo/yr):** 8/2003

Current Average Daily Traffic (ADT): 3900 **Accident History (Prior 3 Years):** 01-5, 0-4, 99-9

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good □ Fair X Poor □

Detailed Description of Existing Facility:
Existing 36-foot wide curb and gutter commercial collector

Detailed Description of Project Scope:
Perform a 2-inch mill and overlay

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	124,516.00
5.	Construction engineering cost:	
	Total project cost:	124,516.00

Calculation of CARS Eligible costs:

A.	Sum item # 4 & 5 above	(+)	124,516.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		124,516.00
	CARS Funding request		62,258.00

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

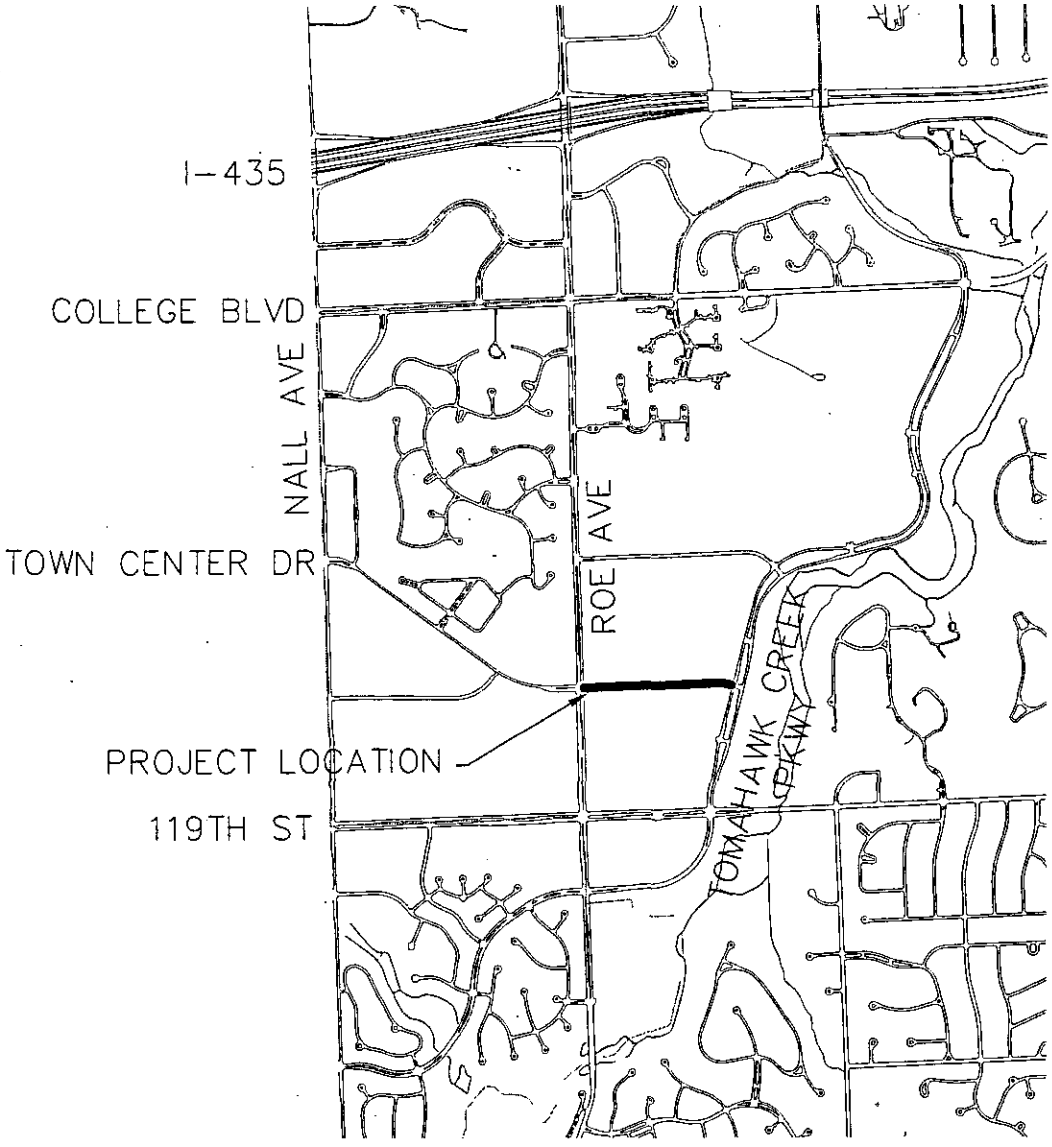
*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates **must** be furnished for all 2002 CARS program requests.

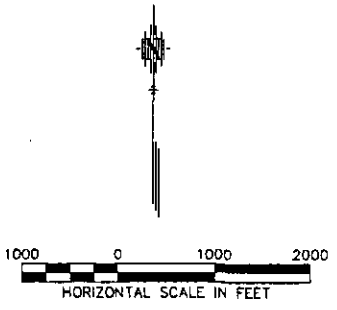
117TH STREET (ROE AVE TO TOMAHAWK CREEK PKWY
CONSTRUCTION ESTIMATE
CITY OF LEAWOOD, KANSAS

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1. SITE PREPARATION				
1.01 TRAFFIC SAFETY CONTROL	L.S.	1	$10,000.00	$10,000.00
1.02 MOBILIZATION	L.S.	1	$10,000.00	$10,000.00
1.03 CONTRACTOR CONSTRUCTION STAKING	L.S.	1	$2,000.00	$2,000.00
1.04 SIDEWALK REMOVAL	S.Y.	100	$8.00	$800.00
1.05 CONCRETE CURB REMOVAL	L.F.	400	$4.00	$1,600.00
1.06 PAVEMENT REMOVAL AND EXCAVATION	S.Y.	220	$8.00	$1,760.00
1.07 DRIVEWAY REMOVAL	S.Y.	100	$9.00	$900.00
1.08 2" COLD MILL	S.Y.	6,250	$1.50	$9,375.00
2. SEWER SYSTEM				
2.01 18" RCP (CLASS III)	L.F.	8	$100.00	$800.00
2.02 7' x 3' STD. CURB INLET	EACH	1	$3,000.00	$3,000.00
2.03 CURB INLET MODIFICATION	EACH	1	$1,000.00	$1,000.00
3 ROADWAY IMPROVEMENTS				
3.01 CONCRETE CURB REPLACEMENT (AE)	L.F.	400	$15.00	$6,000.00
3.02 PAVEMENT PATCH	S.Y.	50	$60.00	$3,000.00
3.03 ASPHALTIC CONCRETE BASE COURSE (BM 2B)	TONS	325	$38.00	$12,350.00
3.04 ASPHALTIC CONCRETE SURFACE COURSE (BM 3 - MOD)	TONS	705	$42.00	$29,610.00
3.05 CONCRETE DRIVEWAY(7" UNIFORM) (AE)	S.Y.	100	$60.00	$6,000.00
3.06 PAVEMENT MARKINGS	L.S.	1	$5,000.00	$5,000.00
4 STREETSCAPING				
4.01 CONCRETE SIDEWALK (AE)	S.Y.	100	$40.00	$4,000.00
4.02 BLUEGRASS SOD	S.Y.	360	$3.00	$1,080.00

SUB-TOTAL	*$108,275.00*
15% CONTINGENCY	*$16,241.25*
TOTAL	***$124,516.25***

DAVID W. LEY
LICENSED
15834
2/11/02
KANSAS
PROFESSIONAL ENGINEER





DATE	City of Leawood		
REVISIONS	117TH STREET ROE AVE TO TOMAHAWK CREEK PKWY		
	DATE: FEBRUARY 2001 DESIGNED BY: DWL DRAWN BY: SCJ CHECKED BY: DWL	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS FILE: CARS 2003 ARTERIALS.DWG	SHEET NO. 1 TOTAL SHEETS 1

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 1

Project Location: Roe Avenue, Tomahawk Creek to 135th Street

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 4/2004 **Completion Date (mo/yr):** 8/2005

Current Average Daily Traffic (ADT): 11,000 **Accident History (Prior 3 Years):** 01-8, 00-8,99-8

Project Type: ~~Capacity~~ Major Maintenance Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good ☐ Fair ☐ Poor X

Detailed Description of Existing Facility:
Existing 2-lane ditch street with mainly residential development along both sides for most of the entire length.

Detailed Description of Project Scope:
Improve to a 4-lane undivided roadway with curb and gutter, streetlights, sidewalks, stormsewer and traffic signals.

Project Cost Information *

1.	Design Cost:	670,000.00
2.	Right-of-way acquisition cost:	250,000.00
3.	Utility relocation Cost:	200,000.00
4.	Construction cost:	5,500,000.00
5.	Construction engineering cost:	540,000.00
	Total project cost:	7,601,865.00

Calculation of CARS Eligible costs:

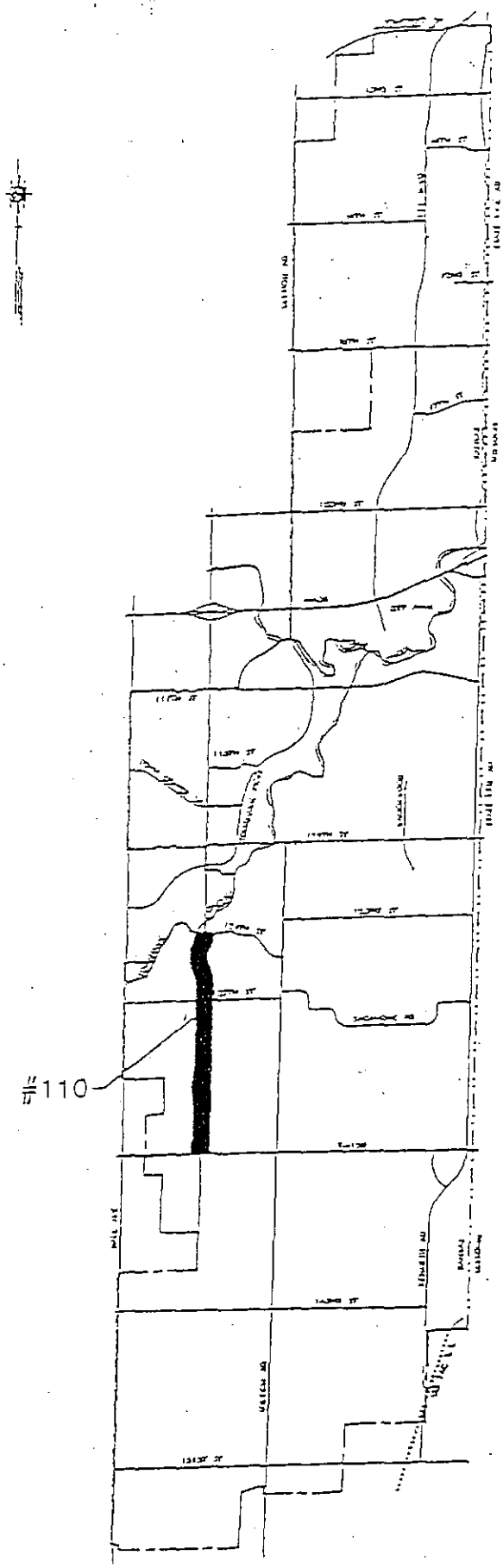
A.	Sum item # 4 & 5 above	(+)	6,040,000.00
B.	Federal Aid Participation	(-)	2,500,000.00
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		3,540,000.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		1,770,000.00

Funding participation by other cities:

City Name: N/A Funding: _____

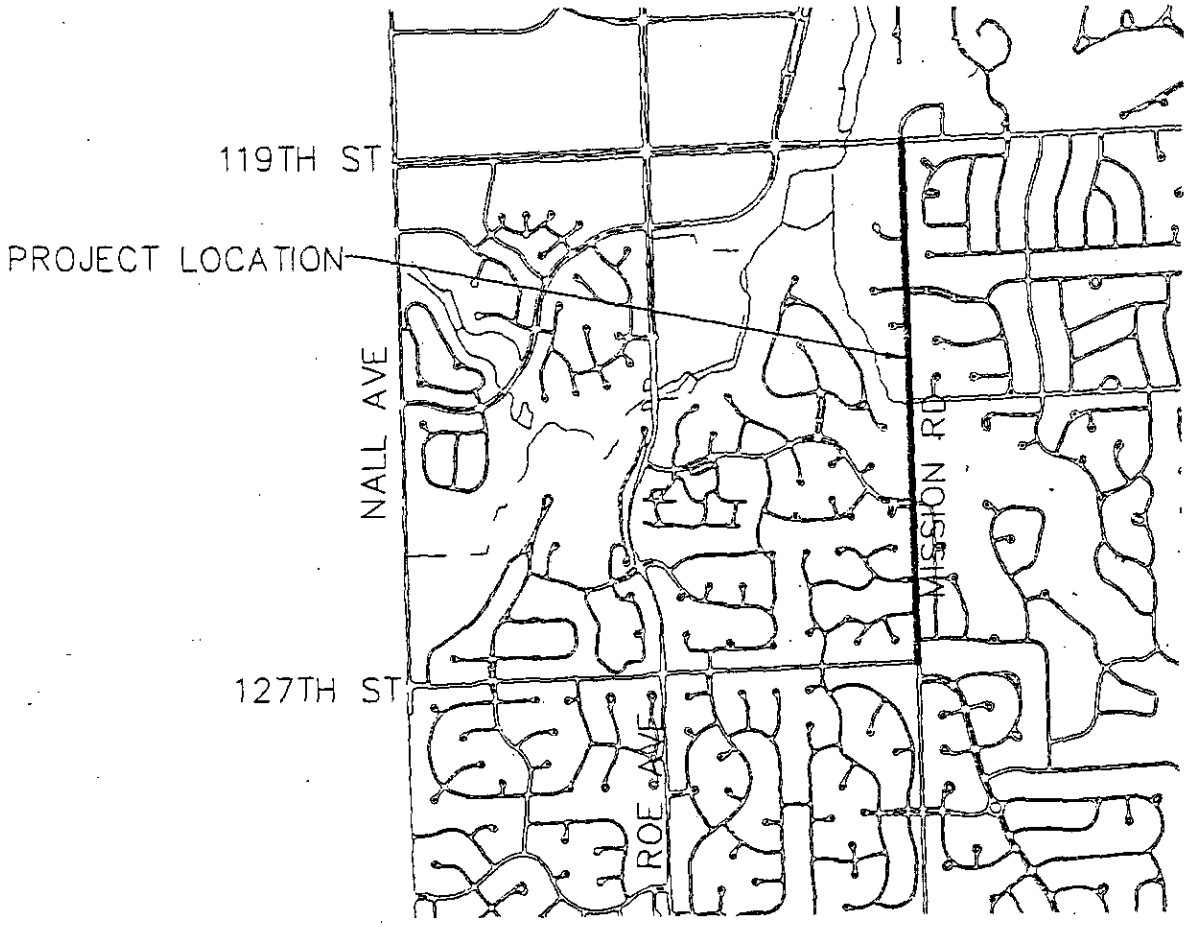
City Name: _____ Funding: _____

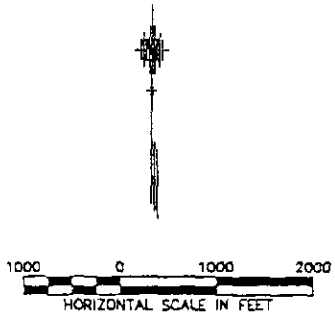
*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2001 Program Projects). A copy of the sealed estimates **must** be furnished for all 2001 CARS program requests.



Project No. 110
Roe Avenue (124th to 135th)

City of Leawood





DATE	City of Leawood		
	MISSION ROAD 127TH ST TO 119TH ST		
REVISIONS	DATE: FEBRUARY 2001 DESIGNED BY: DWL DRAWN BY: MRS CHECKED BY: DWL	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS FILE: CARS 2004 ARTERIALS.DWG	SHEET NO. 1 / TOTAL SHEETS 1

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 1

Project Location: College Boulevard, Roe to State Line Road

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 6/2005 **Completion Date (mo/yr):** 8/2005

Current Average Daily Traffic (ADT): 10,000 **Accident History (Prior 3 Years):** 01-12, 00-12, 99-11

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good X Fair ☐ Poor ☐

Detailed Description of Existing Facility:
Existing 4-lane curb and guttered street

Detailed Description of Project Scope:
Perform a 2-inch mill and overlay.

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	325,626.00
5.	Construction engineering cost:	
	Total project cost:	325,626.00

Calculation of CARS Eligible costs:

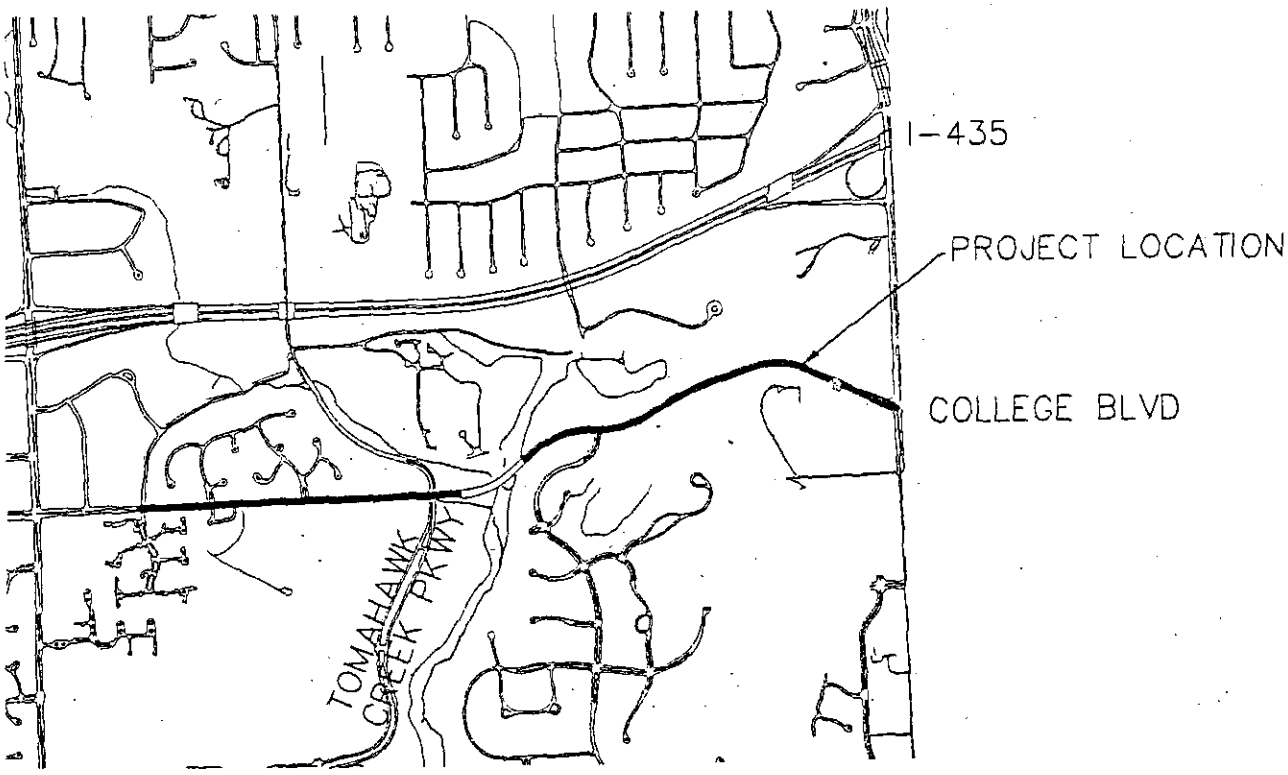
A.	Sum item # 4 & 5 above	(+)	325,626.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		325,626.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		162,813.00

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates **must** be furnished for all 2002 CARS program requests.



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HORIZONTAL SCALE IN FEET

City of Leawood

COLLEGE BOULEVARD
EL MONTE TO STATE LINE RD

REVISIONS	DATE		SHEET NO.	TOTAL SHEETS
	DATE: FEBRUARY 2001	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS	1	1
	DESIGNED BY: DWL			
	DRAWN BY: MRS	FILE: CARS 2005 ARTERIALS.DWG		
	CHECKED BY: DWL			

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 2

Project Location: Roe Avenue - 119th Street to College

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 4/2005 **Completion Date (mo/yr):** 8/2005

Current Average Daily Traffic (ADT): 26,000 **Accident History (Prior 3 Years):** 01-15, 00-23, 99-14

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good □ Fair X Poor □

Detailed Description of Existing Facility:
Existing 4-lane divided street.

Detailed Description of Project Scope:
Complete a 4-inch mill and overlay.

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	250,000.00
5.	Construction engineering cost:	
	Total project cost:	250,000.00

Calculation of CARS Eligible costs:

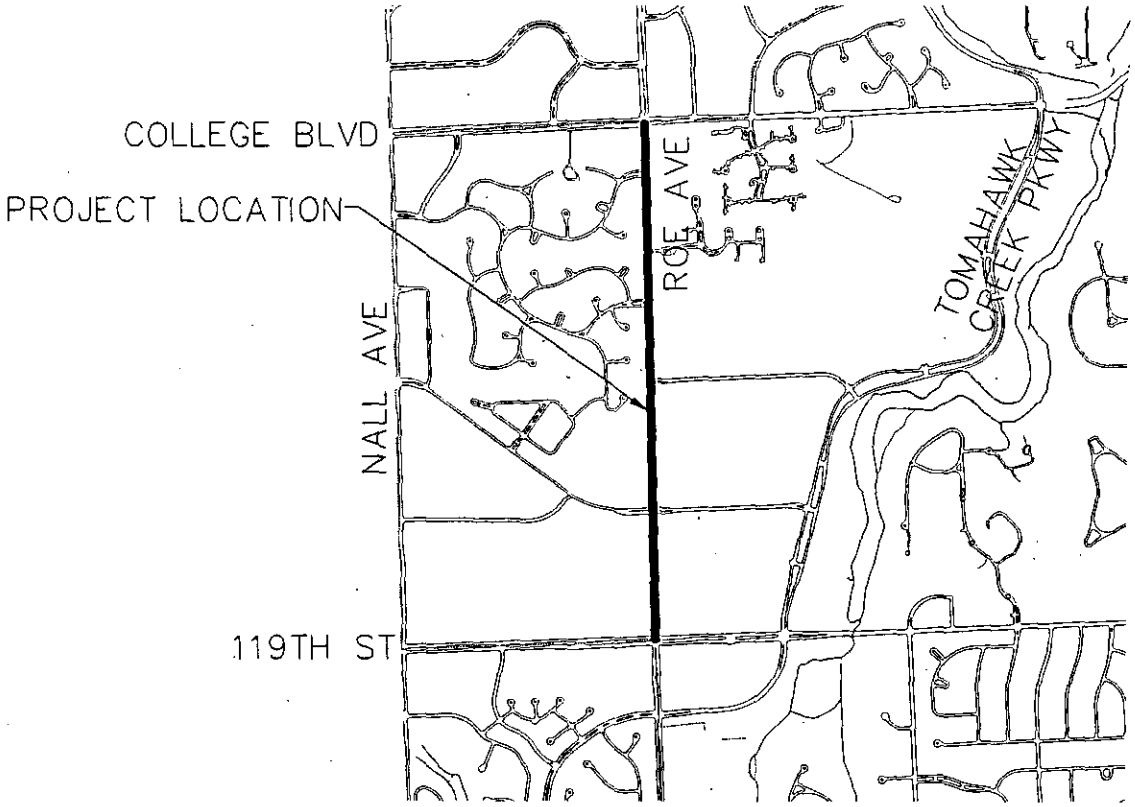
A.	Sum item # 4 & 5 above	(+)	250,000.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		250,000.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		125,000.00

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., *2001 Program* Projects). A copy of the sealed estimates **must** be furnished for all 2001 CARS program requests.



1000 0 1000 2000
HORIZONTAL SCALE IN FEET

DATE	City of Leawood		
REVISIONS	ROE AVENUE 119TH ST TO COLLEGE BLVD		
	DATE: FEBRUARY 2001 DESIGNED BY: DWL DRAWN BY: MRS CHECKED BY: DWL	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS FILE: CARS 2005 ARTERIALS.DWG	SHEET NO. 1 / TOTAL SHEETS 1

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 1

Project Location: Tomahawk Creek Park Way , I-435 south to Roe

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 6/2006 **Completion Date (mo/yr):** 8/2006

Current Average Daily Traffic (ADT): 5,300 **Accident History (Prior 3 Years):** 01-24, 00-16, 99-13

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good ☐ Fair X Poor ☐

Detailed Description of Existing Facility:
Existing 4-lane divided boulevard

Detailed Description of Project Scope:
Perform a 3-inch mill and overlay and do some shoulder work

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	640,000.00
5.	Construction engineering cost:	
	Total project cost:	640,000.00

Calculation of CARS Eligible costs:

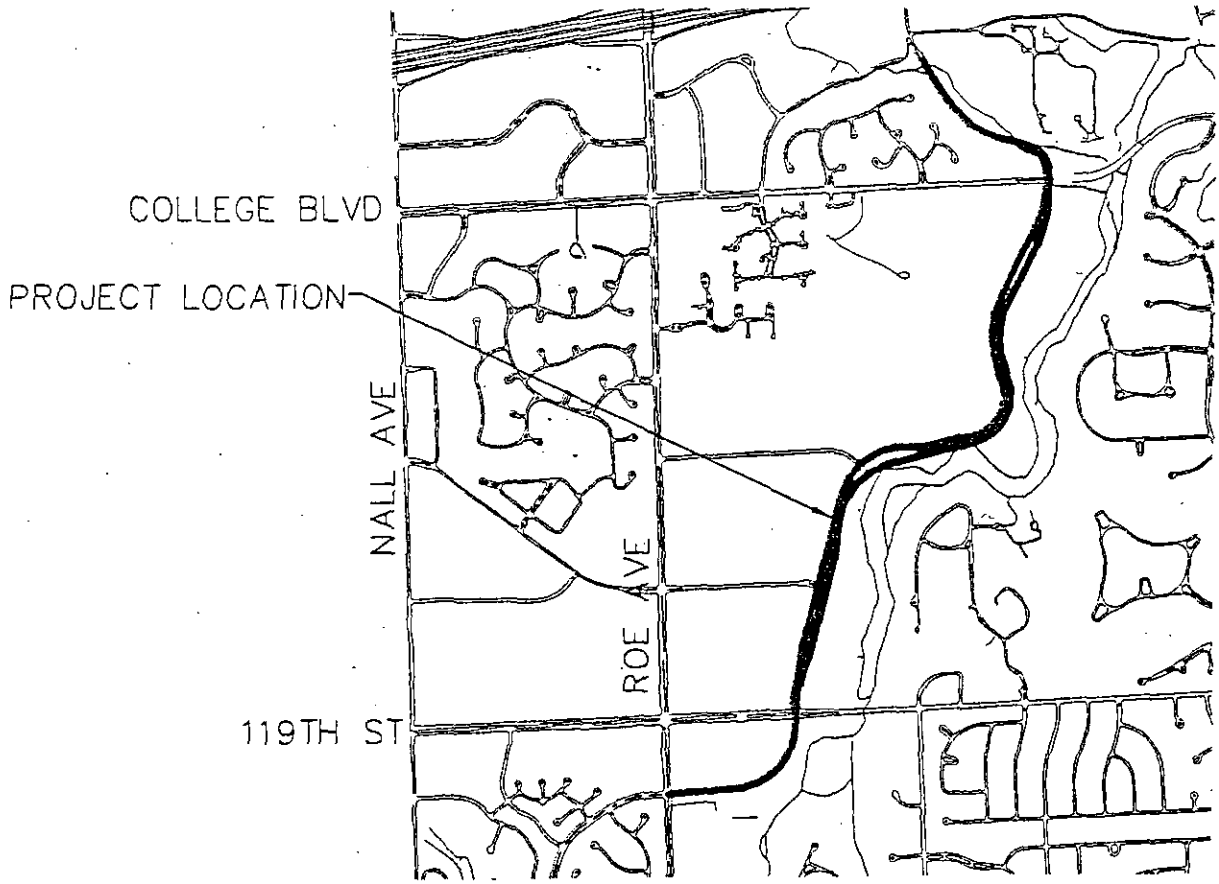
A.	Sum item # 4 & 5 above	(+)	640,000.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		640,000.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		320,000.00

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates must be furnished for all 2002 CARS program requests.



1000 0 1000 2000
HORIZONTAL SCALE IN FEET

DATE	City of Leawood		
	TOMAHAWK CREEK PARKWAY ROE AVE TO COLLEGE BLVD AND 1900' OF MISSION ROAD		
REVISIONS	DATE: FEBRUARY 2001	ENGINEERING SERVICES:	SHEET NO. 1 / TOTAL SHEETS 1
	DESIGNED BY: DWL	DEPARTMENT OF PUBLIC WORKS	
	DRAWN BY: MRS	FILE:	
	CHECKED BY: DWL	CARS 2006 ARTERIALS.DWG	

CARS Form A

2002--2006 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2001*

Submitting City: Leawood, Kansas **Priority Ranking:** 2

Project Location: Kenneth Road, 138th Street south to 143rd Street

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 6/2006 **Completion Date (mo/yr):** 8/2006

Current Average Daily Traffic (ADT): 4,500 **Accident History (Prior 3 Years):** 01-3, 00-4, 99-1

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good X Fair ☐ Poor ☐

Detailed Description of Existing Facility:
Existing 2-lane curb and guttered street

Detailed Description of Project Scope:
Perform a 2-inch mill and overlay.

Project Cost Information *

1.	*Design Cost:*	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	206,000.00
5.	Construction engineering cost:	
	Total project cost:	206,000.00

Calculation of CARS Eligible costs:

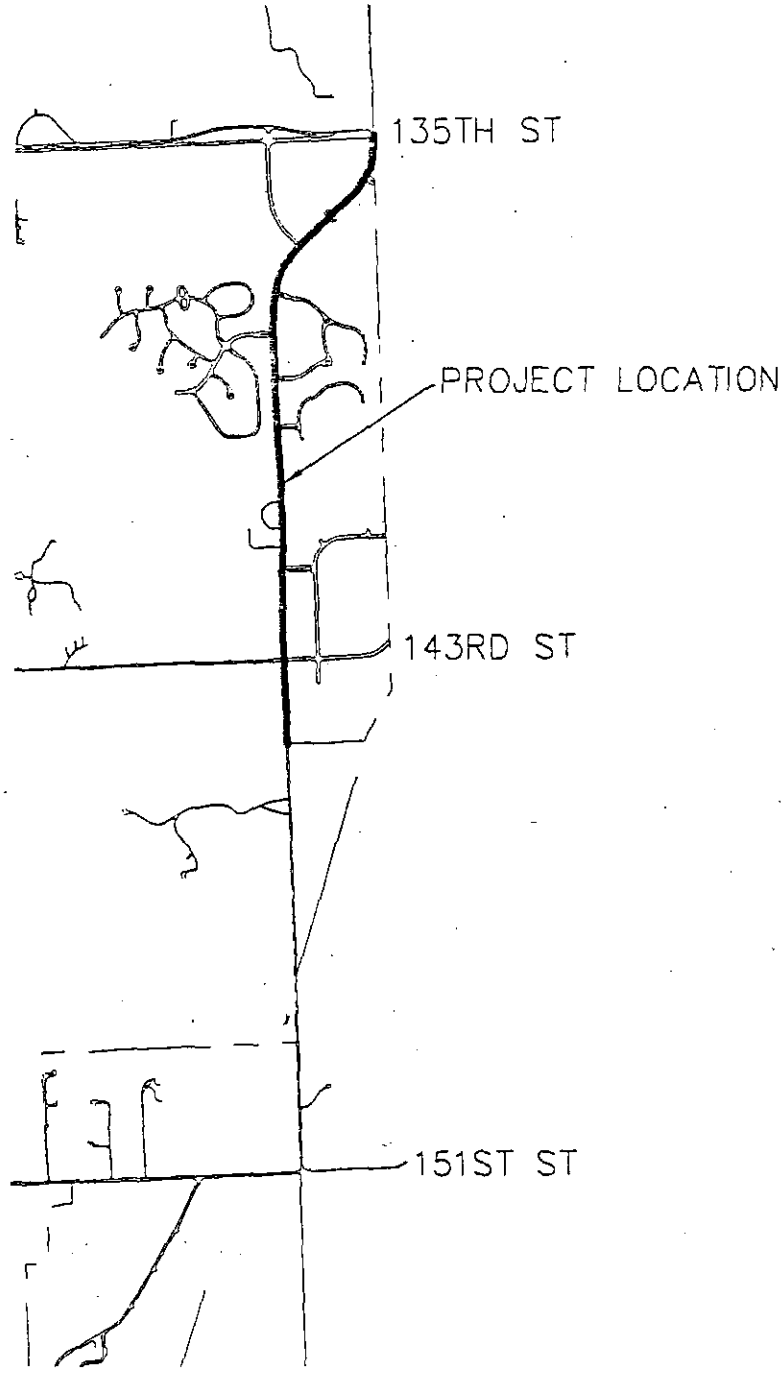
A.	Sum item # 4 & 5 above	(+)	206,000.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		206,000.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		103,000.00

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates **must** be furnished for all 2002 CARS program requests.



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HORIZONTAL SCALE IN FEET

DATE	City of Leawood		
	KENNETH ROAD 135TH ST TO CITY LIMITS		
REVISIONS	DATE: FEBRUARY 2001 DESIGNED BY: DWL DRAWN BY: MRS CHECKED BY: DWL	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS FILE: CARS 2006 ARTERIALS.DWG	SHEET NO. 1 / TOTAL SHEETS 1

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 3

Project Location: 123rd Street – State Line Road to Mission Road

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 6/2006 **Completion Date (mo/yr):** 8/2006

Current Average Daily Traffic (ADT): 6,100 **Accident History (Prior 3 Years):** 01-7, 00-7, 99-4

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good X Fair □ Poor □

Detailed Description of Existing Facility:
Existing 2-lane curb and guttered street

Detailed Description of Project Scope:
Perform a 2-inch mill and overlay.

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	226,000.00
5.	Construction engineering cost:	
	Total project cost:	226,000.00

Calculation of CARS Eligible costs:

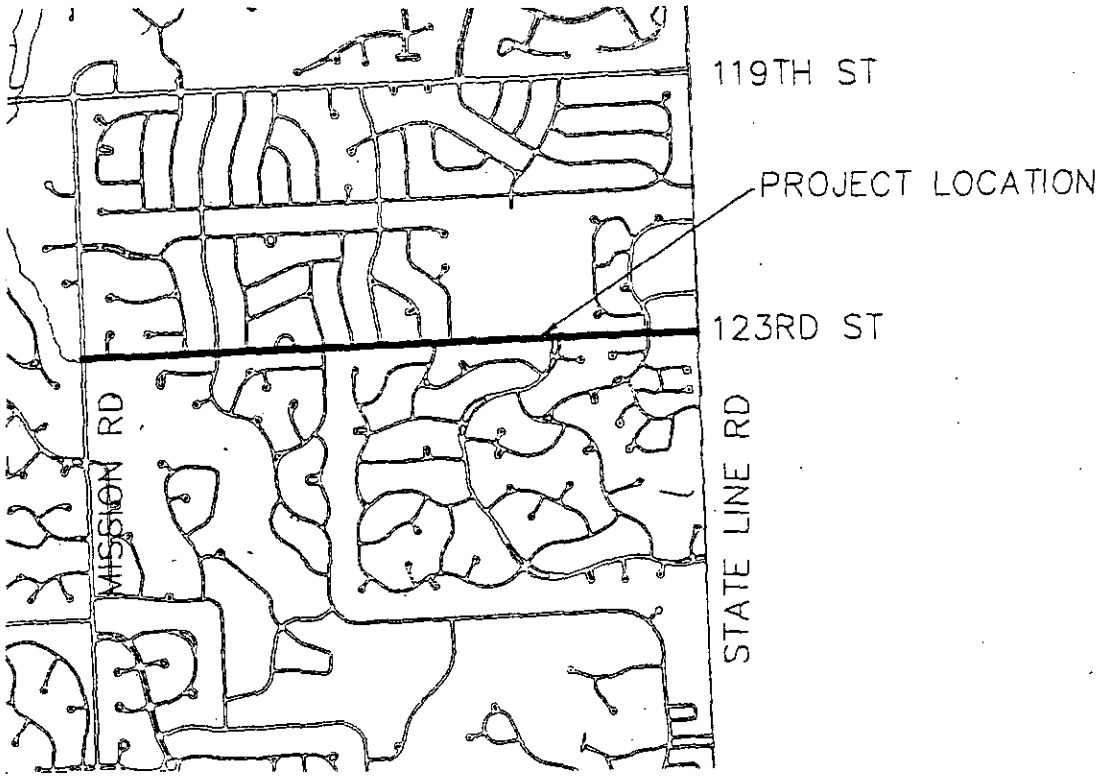
A.	Sum item # 4 & 5 above	(+)	226,000.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		226,000.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		113,000.00

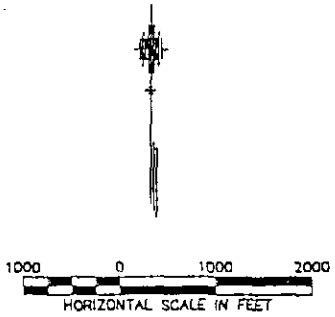
Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates **must** be *furnished for all* 2002 CARS program requests.





City of Leawood

123RD STREET
MISSION RD TO STATE LINE RD

DATE: FEBRUARY 2001	ENGINEERING SERVICES:	SHEET NO.	TOTAL SHEETS
DESIGNED BY: DWL	DEPARTMENT OF PUBLIC WORKS	1	1
DRAWN BY: MRS	FILE:		
CHECKED BY: DWL	CARS 2006 ARTERIALS.DWG		

REVISIONS DATE

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 1

Project Location: Mission Road – 135th Street to Bell Drive

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 6/2007 **Completion Date (mo/yr):** 8/2007

Current Average Daily Traffic (ADT): 4000 **Accident History (Prior 3 Years):** 01-2, 00-5, 99-3

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation

Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good ☐ Fair X Poor ☐

Detailed Description of Existing Facility:
Existing 2-lane ditch street from 135th to 151st St. Then a 3-lane curb and guttered street from 151st St. to Bell Drive.

Detailed Description of Project Scope:
Perform a 2-inch mill and overlay and do some shoulder work along the ditch section of Mission Road

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	310,000.00
5.	Construction engineering cost:	
	Total project cost:	310,000.00

Calculation of CARS Eligible costs:

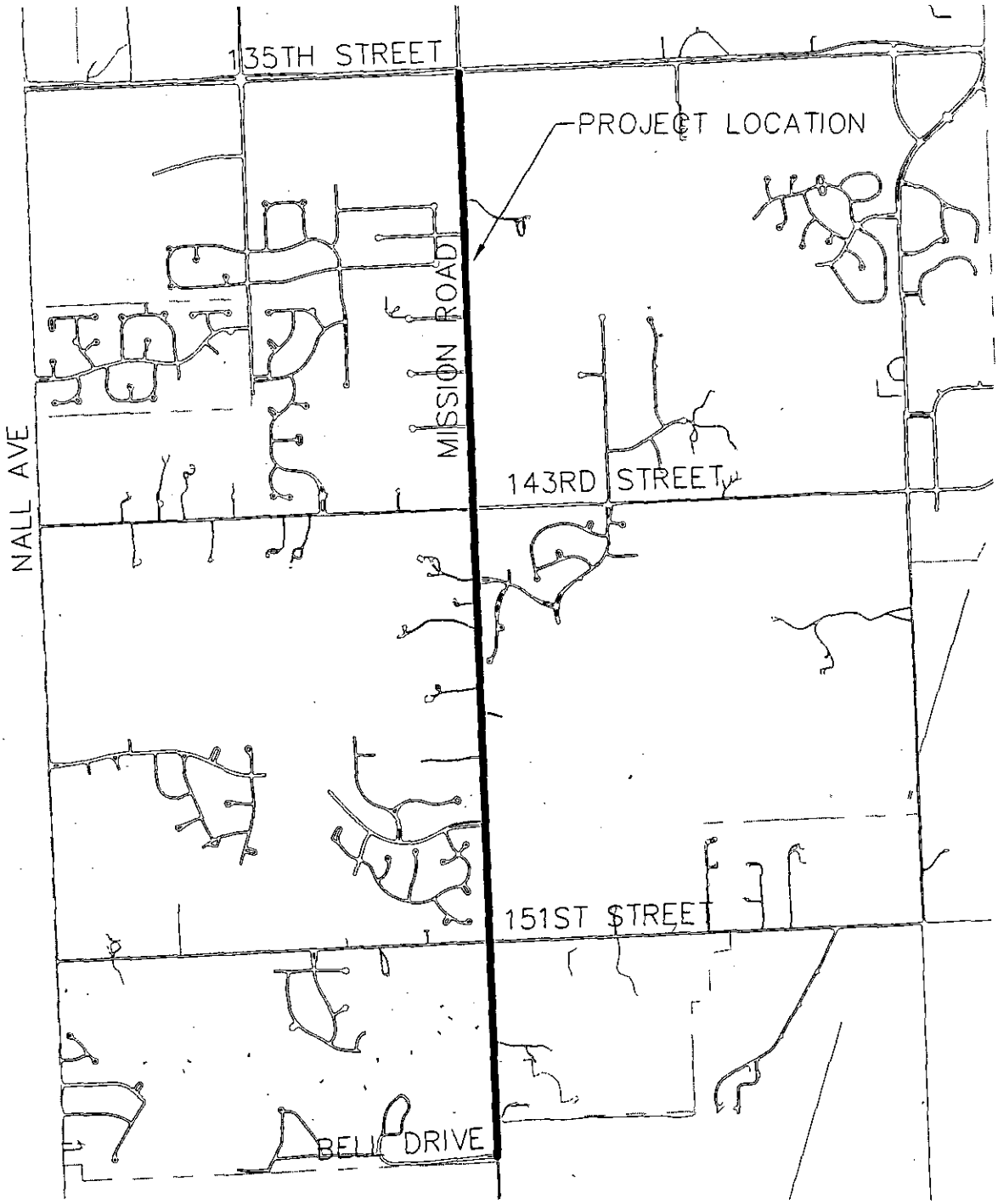
A.	Sum item # 4 & 5 above	(+)	310,000.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		310,000.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		155,000.00

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates ***must*** be furnished for all 2002 CARS program requests.



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HORIZONTAL SCALE IN FEET

DATE	City of Leawood		
REVISIONS	MISSION ROAD 135TH ST TO BELL DRIVE		
	DATE: FEBRUARY 2001 DESIGNED BY: DWL DRAWN BY: MRS CHECKED BY: DWL	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS FILE: CARS 2007 ARTERIALS.DWG	SHEET NO. 1 / TOTAL SHEETS 1

CARS Form A

2003--2007 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed. *Complete & Return by March 1, 2002*

Submitting City: Leawood, Kansas **Priority Ranking:** 2

Project Location: 143rd Street – Nall to Kenneth

Joint Project With: N/A **Administrating City:** Leawood

Contact Name & Title: Joe Johnson, P.E., Director of Public Works **County Commission District(s) #:** 3

Estimated Project Schedule: Start Date (mo/yr): 5/2007 **Completion Date (mo/yr):** 8/2007

Current Average Daily Traffic (ADT): 4604 **Accident History (Prior 3 Years):** 01-3, 00-4, 99-1

Project Type: Capacity ~~Major Maintenance~~ Bridge Replacement Bridge Rehabilitation Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): N/A **Pavement Condition:** Good ☐ Fair X Poor ☐

Detailed Description of Existing Facility:
Existing 2-lane ditch street.

Detailed Description of Project Scope:
Perform a 2-inch mill and overlay and do some shoulder work

Project Cost Information *

1.	Design Cost:	
2.	Right-of-way acquisition cost:	
3.	Utility relocation Cost:	
4.	Construction cost:	220,000.00
5.	Construction engineering cost:	
	Total project cost:	220,000.00

Calculation of CARS Eligible costs:

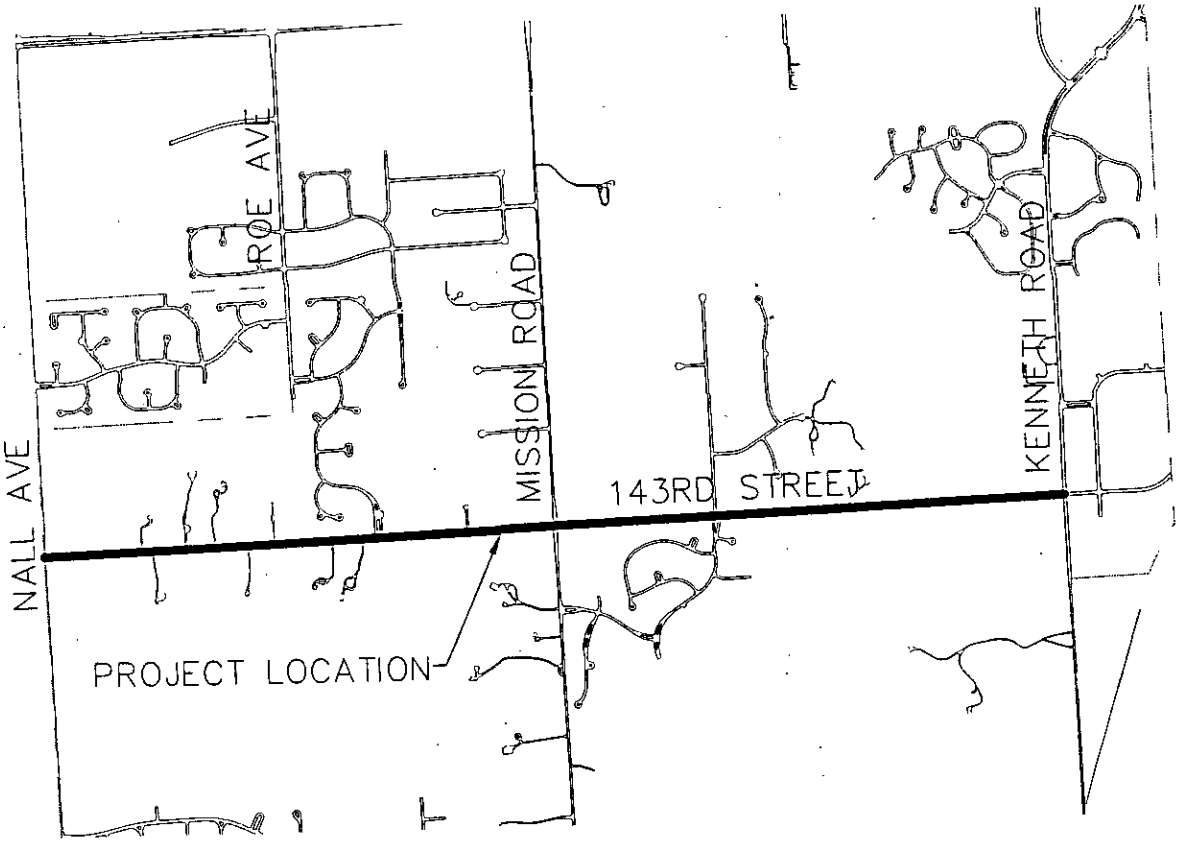
A.	Sum item # 4 & 5 above	(+)	220,000.00
B.	Federal Aid Participation	(-)	
C.	State Aid Participation	(-)	
D.	Other Non-local Participation	(-)	
	Subtotal (CARS eligible costs)		220,000.00
	CARS Funding request (Request cannot exceed 50% of the CARS eligible costs)		110,000.00

Funding participation by other cities:

City Name: N/A Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2002 Program Projects). A copy of the sealed estimates **must** be furnished for all 2002 CARS program requests.



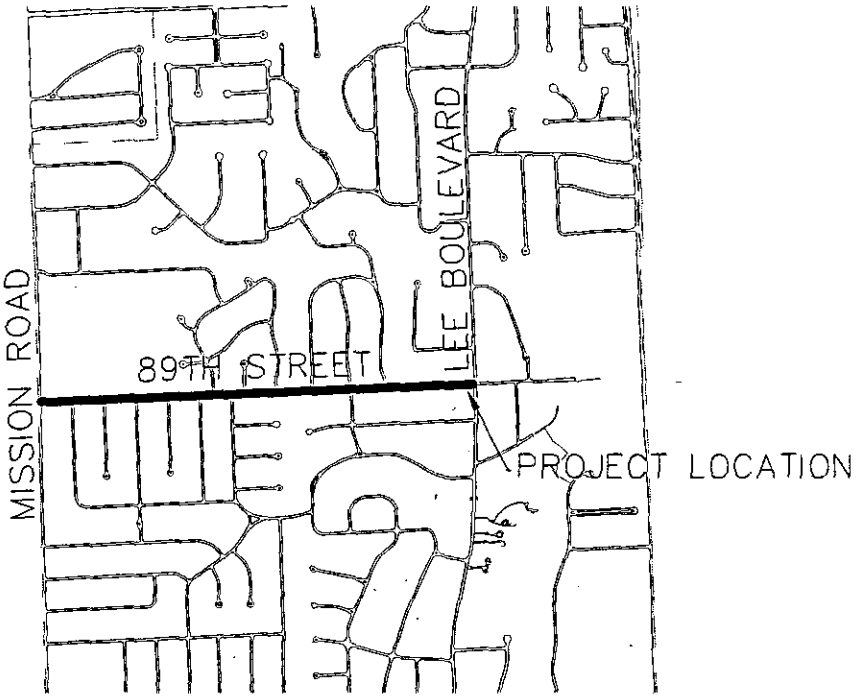
1000 0 1000 2000
HORIZONTAL SCALE IN FEET

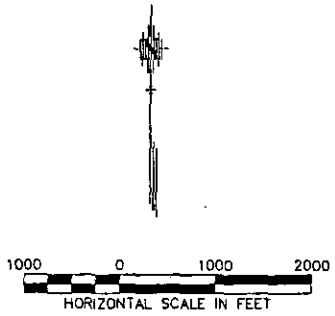
City of Leawood

DATE			
REVISIONS			

143RD STREET
NALL AVE TO KENNETH RD

DATE: FEBRUARY 2001	ENGINEERING SERVICES: DEPARTMENT OF PUBLIC WORKS	SHEET NO	TOTAL SHEETS
DESIGNED BY: DWL		1	1
DRAWN BY: MRS	FILE: CARS 2007 ARTERIALS.DWG		
CHECKED BY: DWL			





DATE	City of Leawood			
	89TH STREET MISSION ROAD TO LEE BOULEVARD			
REVISIONS	DATE: FEBRUARY 2001	ENGINEERING SERVICES:	SHEET NO.	TOTAL SHEETS
	DESIGNED BY: DWL	DEPARTMENT OF PUBLIC WORKS	1	1
	DRAWN BY: MRS	FILE:		
	CHECKED BY: DWL	CARS 2007 ARTERIALS.DWG		

RESOLUTION NO. 1668

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND STORM RECONSTRUCTION SERVICES, INC., ["SRS"], A CONTRACTOR FOR THE PURPOSES OF STORM DEBRIS REMOVAL.

WHEREAS, the City has reviewed its options for storm debris removal; and

WHEREAS, the City has solicited bids from several debris removal contractors; and

WHEREAS, the City has determined that it is in the best interest of the City to utilize an abbreviated bid procedure and waive any other practices or policies regarding bidding procedures; and

WHEREAS, it is in the best interest of the City to enter into an Agreement with SRS for storm debris removal.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute an Agreement with Storm Reconstruction Services, Inc., [SRS] for storm debris removal in the estimated amount of Seven Hundred Fifteen Thousand Five Hundred Dollars and 00/100 [$715,500.00]. [Said Agreement is attached hereto and incorporated herein as Exhibit A].

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 25th day of February, 2002.

APPROVED by the Mayor this 25th day of February, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\resocontract.DOC

CITY
ORIGINAL
2 of 4

CITY OF LEAWOOD, KANSAS
NOTICE TO BIDDERS

Written quotes/bids, from contractors, for ***UNIT PRICE CONTRACTING FOR TREE DEBRIS REMOVAL,*** will be received by the City of Leawood, Kansas, at the office of the Public Works Department, City Hall, 4800 Town Center Drive, Leawood, Kansas 66211 until 10:00 A.M., Central Legal Time on February 22, 2002.

All quotes/bids shall be submitted in sealed envelopes addressed to the CITY OF LEAWOOD, KANSAS, ATTENTION: Director of Public Works, and shall be clearly marked ***"UNIT PRICE CONTRACTING FOR TREE DEBRIS REMOVAL"***. Copies of plans, specifications, bidding documents and other Contract Documents are on file at the office of:

PUBLIC WORKS DEPARTMENT
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

Bidders desiring Contract Documents for use in preparing bids may obtain a set of such documents from the Public Works Department located at 4800 Town Center Drive, Leawood, Kansas.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the Bid:

a. Bid Form.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

A pre-bid conference will be held at Leawood, City Hall, Main Conference Room, February 20, 2002, at 3:00 P. M.

CITY OF LEAWOOD, KANSAS

AGREEMENT BETWEEN
CITY OF LEAWOOD, KANSAS
AND CONTRACTOR

For: *UNIT PRICE CONTRACTING FOR TREE DEBRIS REMOVAL*

This Agreement is made this 4th day of March, 2002, in Johnson County, Kansas, by and between the City of Leawood, Kansas ("City"), and Storm Reconstruction Services, Inc., ("Contractor").

SECTION 1 – CONTRACTOR'S DUTIES

Contractor shall provide complete and thorough Debris pickup, hauling and disposal pursuant to the specifications attached hereto as Exhibit A and incorporated herein. Contractor understands that time is of the essence in this work.

SECTION II – COMPENSATION

City shall pay Contractor within 7 days of receipt of verified load tickets and the Contractor's invoice. Contractor may invoice the City on a weekly basis.

SECTION III – TERM OF AGREEMENT

The term of this Agreement shall be commence upon issuance by the City of a Notice to Proceed and shall be completed within 60 days of such notice, subject to the terms of the Scope of Work attached hereto as Exhibit A.

SECTION IV – TERMINATION

City may terminate this Agreement at any time, with or without cause, upon notification of Contractor. Contractor may terminate this Agreement for its convenience upon seven (7) days written notice to City, provided, however, that Contractor may not terminate the Agreement without completing the hauling and disposal of any removal commenced prior to such termination. Upon termination, Contractor shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Contractor, pay Contractor for sums for work incurred prior to the date of termination.

SECTION V – INSURANCE and INDEMNIFICATION

Contractor shall defend, indemnify and hold the City harmless from and against any and all damages, claims, charges, lawsuits, and allegations of harm resulting, in whole or in part, from the actions of Contractor.

Contractor shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City.

City will only accept coverage from an insurance carrier who offers proof that it:

(1) Is licensed to do business in the State of Kansas;
(2) Carries an A.M. Best's policyholder rating of "AIX" or better, or be otherwise approved, in writing, by the City's Finance Director;
(3) Is a company mutually agreed upon by City and Contractor.

The Contractor is required to carry insurance while performing the proposed work for the City. The Contractor will furnish a Certificate of Insurance to the City as Part of their proposal.

Minimum limits for General Liability, Automobile Liability, Workers Compensation and Employer's Liability are as follows:

1. General Liability

(a) General Aggregate.....$2,000,000.00
(b) Products / Completed Operations Aggregate.....$2,000,000.00
(c) Personal and Advertising Injury (Each Person).....$1,000,000.00
(d) Each Occurrence.....$1,000,000.00
(e) Fire Damage (any one fire).....$100,000.00

2. Automobile Liability

(a) All autos Combined Single Limits (CSL).....$1,000,000.00
(b) Uninsured motorists.....$1,000,000.00
(c) Excess Liability.....Their Limit

Umbrella policy may be used to meet coverage limits.

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

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

(a) Workers Compensation.....Statutory

(b) Employers Liability

Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

Contractor shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.

4. Notice of Claim Reduction of Policy Limits

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

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

In the event the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

5. If a part of the Contract is to be sublet, Contractor shall either:

A. Cover all subcontractors in Contractor's general liability insurance policy; or

B. Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

C. Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including, but not limited to, attorney fees, and all other costs which may arise out of the acts or omissions of its sub-contractors.

SECTION VI – BREACH

Time is of the essence in this Contract. Should Contractor not complete the work within the thirty day period more further set forth, then Contractor shall be liable to City for liquidated damages in the amount of $800.00 per day delay in completion. The parties agree that damages due to delay would be difficult to compute and that this amount is intended to compensate for delay damages and is not intended as a penalty.

In the case of a breach other than delay, City shall be entitled to recover actual damages and other damages allowed by law, plus costs, interest and attorneys' fees.

SECTION VI – ASSIGNMENT

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

SECTION VII – PRIOR STATEMENTS NOT BINDING

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

SECTION VIII – INDEPENDENT CONTRACTOR

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

SECTION IX – EQUAL OPPORTUNITY

Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Contractor shall include the phrase, "equal opportunity employer"; if Contractor fails to comply with the manner in which Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, 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 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, 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 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.

SECTION X – APPLICABLE LAW

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

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

City of Leawood:

By: Peggy Dunn
Peggy Dunn, Mayor

ATTEST:
Martha Heizer
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett
City Attorney

Contractor:
STORM RECONSTRUCTION SERVICES INC.

Print Name: MARK A GARRISON

By: MARK A GARRISON

Title: VICE PRESIDENT

Address: 1609 Veterans Memorial Pkwy
TUSCALOOSA AL 35404

Exhibit A

SCOPE OF WORK

FOR

UNIT PRICE AGREEMENT FOR STORM DEBRIS REMOVAL

RELATED TO
ICE STORM – 2002
IN JOHNSON COUNTY, KANSAS

1.0 GENERAL

1.1 The purpose of this contract is to provide clearing and removal of tree and other storm debris removal (hereinafter "Debris") and other response assistance to the City of Leawood, Kansas, and its residents. The Debris is the result of the January 2002, ice storm that gave rise to a disaster declaration of this area.

2.0 SERVICES

2.1 **General:** The Contractor(s) shall provide for tree/brush debris removal and disposal from the area outlined on the attached map, as described below.

> The area between Mission Road east to State Line Road, I-435 north to the northern City limits. The area from I-435 south to approximately 154th Street, State Line Road/Kenneth Road west to western City limits.

2.2 The tree/brush debris may be taken to the temporary dumpsite (indicated on the attached map) located on the south side of 114th Street west of Tomahawk Creek Parkway. Debris may be ground up, chipped, or mulched at that site and then disposed of at a site selected by the vendor and approved by the City.

2.3 The total amount of Debris to be removed under this scope of work is ***estimated*** to be 125,000 cubic yards. The City reserves the right to increase or decrease the quantity by as much as **50%.**

2.4 **Alternate Dump Sites:** The Contractor can establish other temporary dumpsites or permanent disposal areas with the prior written approval of the City. At alternate dumpsites, Debris shall be disposed of in accordance with environmental regulations. If the Contractor provides an alternate

dumpsite, environmental requirements may allow alternate disposal methods such as temporary cover for demolition landfill, or burning with a wind curtain. Contractor is responsible for obtaining all the necessary permits from Kansas Health and Environment Department. No adjustment in unit price will be considered due to the alternate locations.

2.5 The work shall consist of clearing and removing any and all "eligible" Debris (see section 4.0 for a definition of eligible debris), which has been stacked adjacent to City streets, as directed by City personnel, and hauling the Debris to the designated dumpsite for processing. Equipment should not be operated on lawns where grass may be damaged or the surface rutted. Debris may be pulled onto the pavement and pushed to make piles and loaded, or loaded directly with grapple type apparatus. Sufficient laborers shall be provided by Contractor to pick up remaining limbs not picked up by equipment

Work will include:

1.) Examining Debris to determine whether or not it is eligible for pick-up.
2.) Picking up and loading the Debris and hauling it to an approved dumpsite or landfill. The Debris shall be transported from the pick-up site directly to the designated dumpsite, or to an alternate site that has been approved by the City. The contractor is responsible meeting all environmental requirements from the Kansas Health and Environment Department for disposal at no additional cost to the City.
3.) The Contractor will employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the City Representative shall be as binding as if given to the Contractor.
4.) Restoring the dumpsite.
5.) Restoring all damaged/disturbed loading and hauling sites. Lawns damaged by Contractors equipment must be repaired by sodding or other approved methods.

Ineligible Debris will not be loaded, hauled, or dumped under this contract

2.6 Debris removal shall include removal of all eligible tree/brush debris found adjacent to any area street stacked or piled by adjacent landowners within the area designated by the City. The removal also includes un-stacked limbs greater than 3" in diameter. The City may specify any eligible tree/brush debris within a street which should not be removed, or which should be removed at a later time. The Contractor shall make a minimum of two (2) passes through the designated area as required by the

City. The Contractor shall not move from one designated work area to another designated work area without notification of the City. ***The Contractor shall not, without the express written consent of the City, enter onto private property in order to perform this contract.***

2.7 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities. Due to limitation in the number of City representatives to observe the work and provide documentation, only one pickup site and one disposal site can be used at any one time. There is no limitation on the number of trucks used for Debris removal provided that one City representative is available to and does follow the operation and issue the necessary verification tickets.

2.8 The City reserves the right to inspect the sites, verify quantities, and review operations at any time.

2.9 All work shall be accomplished in a safe manner in accordance with Federal, State, and local governments or agencies, or of any public utilities.

3.0 LOAD TICKETS

3.1 "Load Tickets" will be used for recording volumes of Debris removal. It shall be the responsibility of the contractor to supply these forms acceptable to the City.

3.2 Each ticket will contain the following information:

Ticket Number	Date
Contractor Name	Signature blank for each inspector
Location of the loading site	Debris Quantity
Departure time from loading site	Dump Arrival Time
Truck Number	Truck Capacity (C.Y.)

3.3 Load Tickets will be issued by City's representatives at the loading sits and verified by City's representative at the unloading site.

4.0 DEBRIS CLASIFICATION

4.1 **Eligible Debris.** Is all tree/brush debris, except that debris that is classified as Household Hazardous Waste (HHW). HHW debris is not to be transported by this contract.

4.2 **Household Hazardous Waste (HHW).** Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected

hazardous materials, such as asbestos, lead-based paint, or electrical transformers shall be removed by others. Coordination for hazardous debris removal is the responsibility of others.

5.0 DUMPSITES AND DISPOSAL SITES

5.1 The Contractor shall use the dumpsite specified in Section 2.2, but may elect to use other sites, subject to approval by the City as explained in Section 2.4.

5.2 The City's representative at the City provided dumpsite shall coordinate all dumping and processing operations at the site with the contractor. The City-provided dumpsite is not open to the public. The Contractor shall be responsible for restoring the City-provided dumpsite to its original condition.

5.3 The City makes no representations regarding the turn-around time at the dumpsites.

6.0 PERFORMANCE SHEDULE

6.1 The Contractor shall commence performance no later than 24 hours after issuance of the Notice to Proceed.

6.2 The Contractor shall provide a work plan before the Notice to Proceed is issued, showing where operations will begin and the general methodology that will be used to complete the Debris removal. The plan will be updated daily and provided to the City's representative on a daily basis.

6.3 Maximum allowable time for the Debris Removal will be 40 calendar days from the issuance of the Notice to Proceed, unless the City initiates additions or deletions to the contract by written change orders. The Contractor will have an additional 20 days to process and dispose of the debris after the 40-day pickup has been completed.

7.0 EQUIPMENT

7.1 All trucks and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. Any truck used to haul Debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the Debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Tarps shall be used to cover loads of mulch hauled. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to

withstand severe operating conditions. The City representative must approve all requests for exceptions. Equipment will be inspected prior to its use by the City and Contractor and periodically throughout the operation.

7.2 Prior to commencing Debris removal operations, the Contractor shall present to the City representative a listing of all trucks or trailers that will be used for hauling tree/brush debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking. **Trucks shall be able to hold a minimum of 40 cubic yards.**

7.3 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with Debris hauled under this contract.

7.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. The City's representative must approve excessive size equipment and non-rubber tired equipment.

8.0 REPORTING

8.1 The Contractor shall submit a report to the City's representative during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

Contractor's Name
Contract Number
Crew
Location of work
Day of Report
Daily and cumulative totals of Debris removed, by category

8.2 Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

9.0 OTHER CONSIDERATIONS

9.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and

equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

9.2 The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City's representative.

9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections of any such violations shall be at no additional cost to the City.

9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and local requirement. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. Work shall be accomplished in a safe manner in accordance with Federal, State, and local requirements.

9.5 Contractor will be responsible for all repairs to structures or facilities that are damaged during scope of work operations including but not limited to signs, light poles, gas meters, and fire hydrants.

9.6 Contractor will not close any thoroughfare streets without prior approval of the City's representative. In no event shall thoroughfare streets be closed between the hours of 7:00 AM to 8:30 AM and between 4:00 PM to 6:00 PM.

9.7 The Contractor may work 7-days a week during daylight hours to complete the removal and processing of the Debris.

10.0 MEASUREMENT

10.1 Measurement for Debris removed will be by the cubic yard as predetermined through truck bed measurement. Debris shall be firmed up in the bed by tamping with loading devices such as buckets or grapples. Trucks with less than full capacities will not be issued a load ticket unless approved by the City's representative and an adjustment made in the quantity.

11.0 PAYMENT

11.1 Payment for the removal of Debris includes all costs associated with loading, hauling, dumping, processing and disposal and will be made under the contract bid item for **Removal and Disposal of Tree/Brush Debris**.

11.2 Payment for mobilization and demobilization should be included in the unit price bid.

11.3 Payment for work completed may be invoiced on a weekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.

11.4 All payments made under this contract will be in accordance with **SECTION II - Compensation**, of the Agreement.

12.0 OTHER CONTRACTS / SUBCONTRACTORS

12.1 Other contracts may have been issued.

12.2 The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

12.3 Prior to contract award, the contractor shall submit a list of all subcontractors to the City.

13.0 ENCLOSURE/ATTACHMENTS

13.1 Bidding Schedule

BID

UNIT PRICE CONTRACT FOR TREE DEBRIS REMOVAL

TO: CITY OF LEAWOOD,
JOHNSON COUNTY, KANSAS

The undersigned bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed Contract Documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL BID AMOUNT
1.	125,000	Removal & Disposal of Tree/Brush Debris - Area #1 and Area #2.	Cubic Yard	$ 5.49	$ 686,250.00
2.	15,000	Grinding, chipping and disposal of existing storm tree/brush debris at the dumpsite located at 114th Street	Cubic Yard	$ 1.95	$ 29,250.00
				TOTAL BID	$ 715,500.00

NOTE: **Bid price is for the entire City.**

NOTE: **The total amount of tree/brush debris to be removed under this contract is estimated to be 125,000 cubic yards. The City reserves the right to increase or decrease the quantity by as much as 50%.**

NOTE: **Bid item 2, reflects an estimated quantity of debris that has already been hauled to the dumpsite located at 114th and Tomahawk Creek Parkway. The City and Contractor, prior to processing this debris will agree in writing on the cubic yard of material.**

1. **The undersigned further agrees to begin work within 24 hours after Notice to Proceed, and to complete all the work, within 50 calendar days.**

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the work, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.

4. The undersigned hereby agrees to furnish the insurance certificates

5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City Representative and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

6. Undersigned acknowledge receipt of the Plans and Specifications for the project including the following addenda (complete).

DATED on FEBRUARY this 22nd day of, 2002.

(SEAL) STORM RECONSTRUCTION SERVICES INC.

Contractor

STORM RECONSTRUCTION SERVICES INC.

Signature

VICE PRESIDENT OPS.

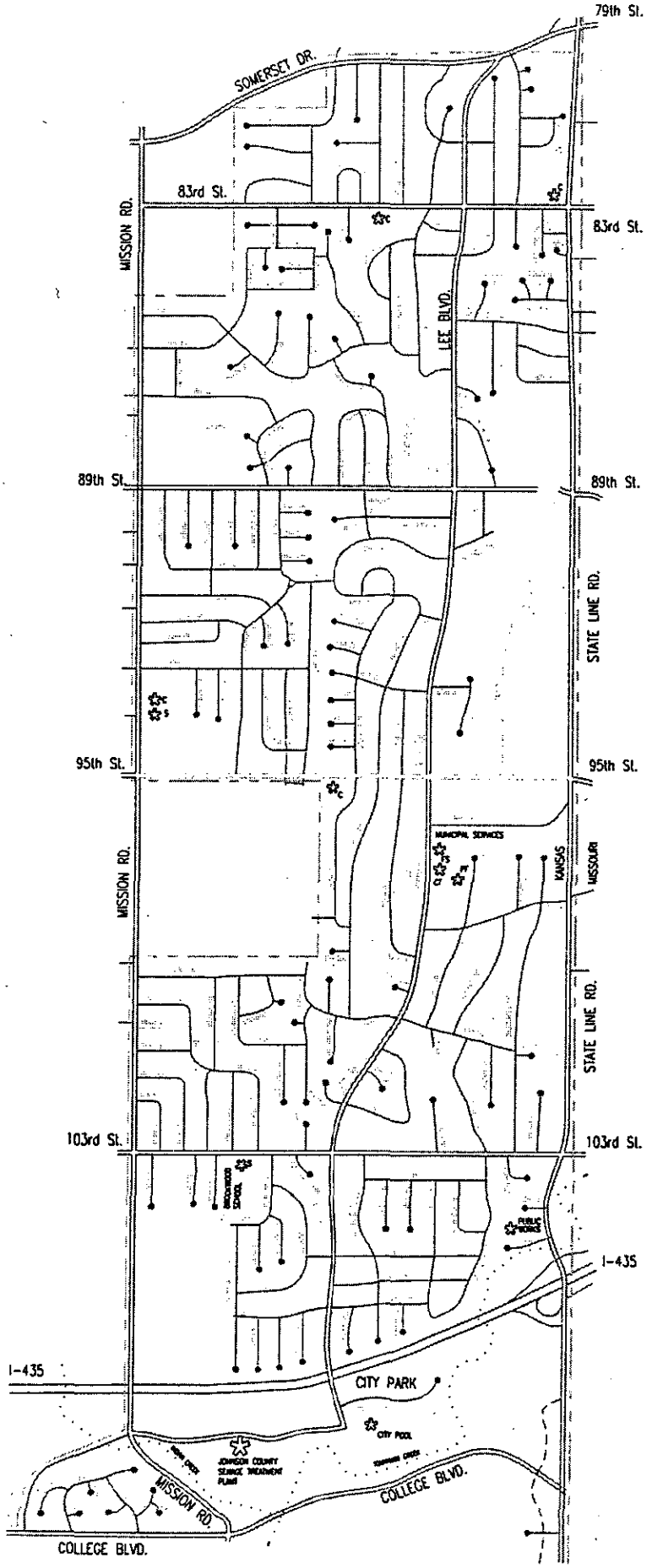
Title

1609 VETERANS MEMORIAL PKWY
TUSCALOOSA ALABAMA 35404

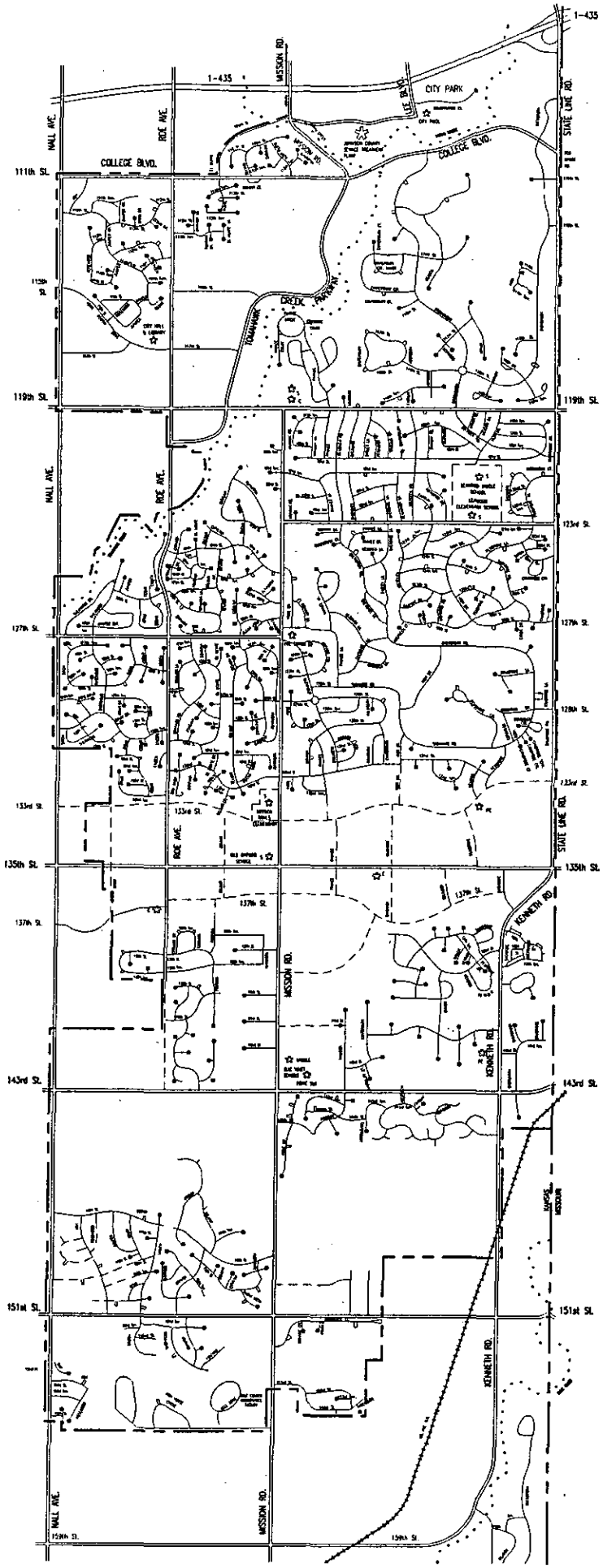
Address

205-556-0049 FAX 205-469-2038

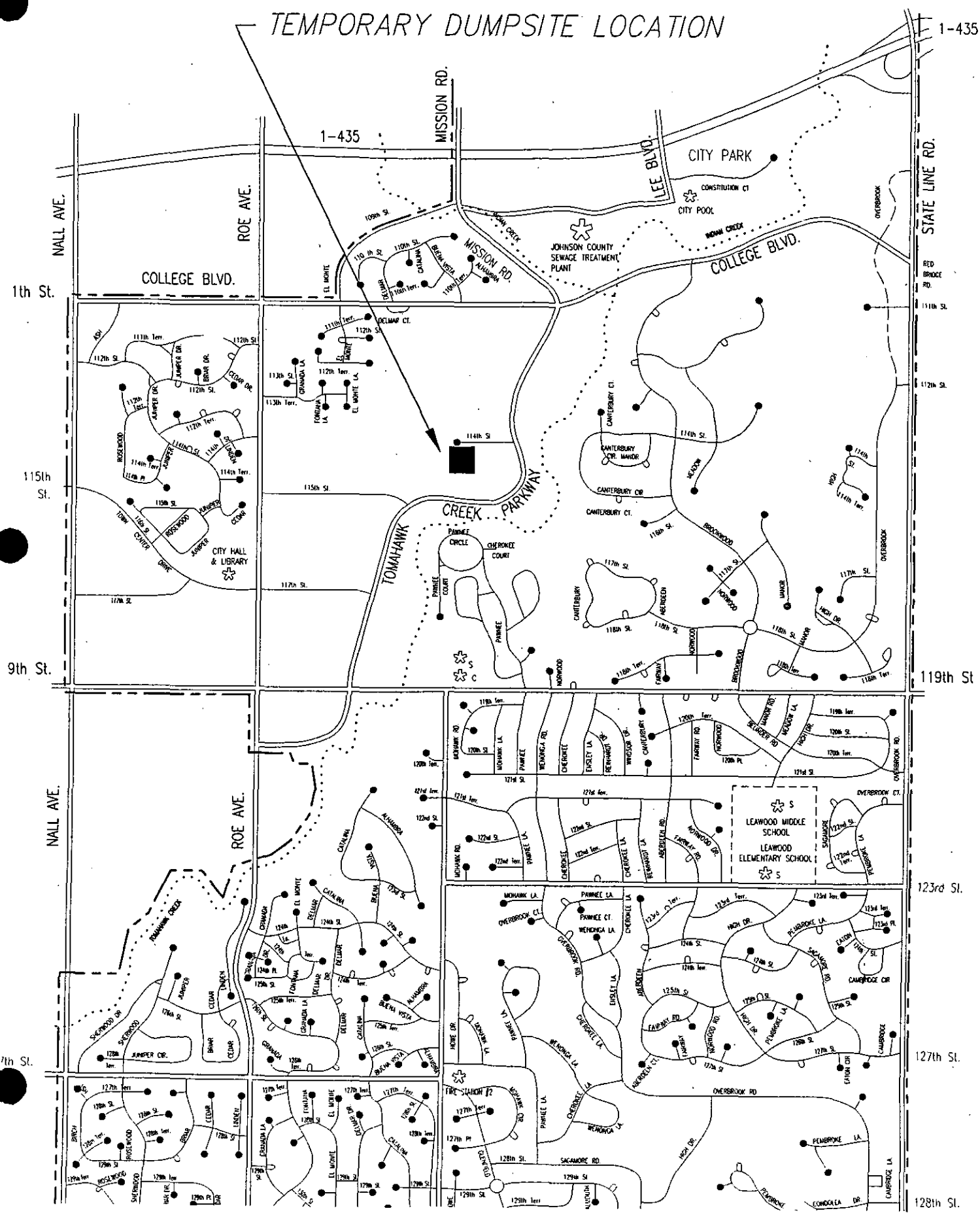
Telephone No.



NORTH CITY BOUNDARIES



SOUTH CITY BOUNDARIES


TEMPORARY DUMPSITE LOCATION
1-435
MISSION RD.
LEE BLVD.
CITY PARK
CONSTITUTION CT
CITY POOL
STATE LINE RD.
NALL AVE.
ROE AVE.
COLLEGE BLVD.
JOHNSON COUNTY SEWAGE TREATMENT PLANT
INDIAN CREEK
1th St.
115th St.
9th St.
119th St
123rd St.
127th St.
128th St.
TOMAHAWK CREEK PARKWAY
CITY HALL & LIBRARY
LEAWOOD MIDDLE SCHOOL
LEAWOOD ELEMENTARY SCHOOL
FIRE STATION #2
OVERBROOK RD
SACAMORE RD.

Client#: 554 STORMREC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/28/02

PRODUCER
International Assurance Inc
P.O. Box 9635
Mobile, AL 36691
2[redacted]344-5530

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Storm Reconstruction Services, Inc.
2321 Airport Blvd
Mobile, AL 36606

INSURERS AFFORDING COVERAGE

INSURER A: Scottsdale Insurance Co
INSURER B: Fulcrum Insurance Co
INSURER C: QBE Insurance Corp
INSURER D: United National Ins Co
INSURER E: Liberty Mutual Ins Co

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CLS0781848	10/07/01	10/07/02	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$100,000
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PROJECT / LOC				PRODUCTS - COMP/OP AGG	$2,000,000
B	AUTOMOBILE LIABILITY	CP1039366	02/04/02	02/04/03	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	ANY AUTO	ANA126041	01/08/02	01/08/03		
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	X SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
D	EXCESS LIABILITY	CU00067985	10/07/01	10/07/02	EACH OCCURRENCE	$3,000,000
	X OCCUR / CLAIMS MADE				AGGREGATE	$3,000,000
						$
	DEDUCTIBLE					$
	RETENTION $					$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC135S322033011	09/25/01	09/25/02	X WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$500,000
					E.L. DISEASE - EA EMPLOYEE	$500,000
					E.L. DISEASE - POLICY LIMIT	$500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____

City of Leawood, Kansas
48[redacted] Town Center Dr
Leawood, KS 66211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Chris Steler

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RESOLUTION NO. 1669

RESOLUTION APPOINTING A KANSAS PUBLIC EMPLOYEE RETIREMENT SYSTEM [KPERS] DESIGNATED AGENT

WHEREAS, the City of Leawood, Kansas, [hereinafter, 'City'] participates in the Kansas Public Employee Retirement System [KPERS]; and

WHEREAS, The Kansas Employees Retirement Act of 1961, as provided in K.S.A. § 74-4900, et seq., requires that the City designate an Agent who will act on behalf of the City; and

WHEREAS, with the resignation of the City's KPERS Agent, Julie Hakan, it is necessary to appoint a new Designated Agent; and

WHEREAS, the City desires to appoint Cynthia Pitts as the KPERS Designated Agent.

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

SECTION ONE: That the Governing Body of the City of Leawood, Kansas, hereby appoints Cynthia Pitts, acting on behalf of the City, as the KPERS Designated Agent.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 4th day of March, 2002.

APPROVED by the Mayor this 4th day of March, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1670

RESOLUTION APPOINTING A KANSAS POLICE AND FIRE RETIREMENT SYSTEM [KP&F] DESIGNATED AGENT

WHEREAS, the City of Leawood, Kansas, [hereinafter, 'City'] participates in the Kansas Police and Fire Retirement System [KP&F]; and

WHEREAS, The Kansas Employees Retirement Act of 1961, as provided in K.S.A. § 74-4900, et seq., requires that the City appoint a Designated Agent who will act on behalf of the City; and

WHEREAS, with the resignation of the City's KP&F Agent, Julie Hakan, it is necessary to appoint a new Designated Agent; and

WHEREAS, the City desires to appoint Cynthia Pitts as the KP&F Designated Agent.

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

SECTION ONE: The Governing Body of the City of Leawood, Kansas, hereby appoints Cynthia Pitts, acting on behalf of the City, as the Kansas Police & Fire [KP&F] Designated Agent.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 4th day of March, 2002.

APPROVED by the Mayor this 4th day of March, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1671

RESOLUTION APPOINTING A KANSAS EASTERN REGION INSURANCE TRUST [KERIT] TRUSTEE AND KERIT ALTERNATE TRUSTEE

WHEREAS, the City of Leawood, Kansas, [hereinafter, 'City'] participates in the Kansas Eastern Region Insurance Trust [KERIT]; and

WHEREAS, The KERIT By-Laws require that the City appoint a KERIT Trustee and a KERIT Alternate Trustee; and

WHEREAS, with the resignation of the City's KERIT Trustee, Julie Hakan, it is necessary to appoint a new Trustee and Alternate; and

WHEREAS, the City desires to appoint Cynthia Pitts as the KERIT Trustee and Jana Stuart, as the KERIT Alternate Trustee.

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

SECTION ONE: The Governing Body of the City of Leawood, Kansas, hereby appoints Cynthia Pitts as the KERIT Trustee and Jana Stuart as the KERIT Alternate Trustee.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 4th day of March, 2002.

APPROVED by the Mayor this 4th day of March, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1672

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN ADDENDUM TO A LEASE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['CITY'] AND IOS CAPITAL, INC., d/b/a IKON OFFICE SOLUTIONS ['IOS'] FOR A FIVE [5] YEAR LEASE FOR ADDITIONAL COPY EQUIPMENT

WHEREAS, the City entered into that certain Lease Agreement ['First Lease'] dated November 5, 2001, with IOS for the lease of certain copy equipment; and

WHEREAS, the City desires to amend the First Lease to include an additional copy/fax machine to be positioned at Fire Station No. 3, to be located at 148th Street and Mission Road; and

WHEREAS, IOS has submitted an Addendum to the First Lease; and

WHEREAS, the parties desire to execute said Addendum to include the additional piece of copy equipment.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Addendum to the Lease Agreement, 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 18th day of March, 2002.

APPROVED by the Mayor this 18th day of March, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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IOSCapital

An IKON Office Solutions Company

P.O. Box 9115, Macon, GA 31208-9115

Copy Management/Copy Management Plus PROGRAM ADDENDUM

AMENDMENT ("Amendment"), dated as of the 21 day of May, 2002, to that certain agreement no. 230867 - 915163 *[Insert customer no. first, then insert agreement/schedule no.]* ("Agreement") between IOS Capital, Inc. ("we" or us") and City of Leawood, as customer ("Customer" or "you"). All capitalized words used but not defined in this Amendment will have the meanings given to them in the Agreement. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

Customer Information:

Customer Name: City of Leawood

Address: 4800 Town Center Drive

City: Leawood County: Johnson State: Kansas Zip: 66211

Term of Amended Agreement: 60 months

Equipment Change:

☐ Equipment Change ☐ Copy Volume Change X☐ Both

	Quantity	Make/Model	Beginning Meter	Serial #
Add	1	Aficio 1027		
	1	Document Feeder		
	1	Finisher		
	1	Fax Board		
	1	Cabinet		
	1	Bridge Unit		
	1	Maintenance		

Amended Billing:

	Cost per Copy	Guaranteed Minimum Monthly Copies	Cost of Additional Copies	Minimum Monthly Payment	
From	.055	100,800		Equip. $	$3826.00
				Maint. $	$1730.00
				Total $	$5,556.00
To	.0559	103,300		Equip. $	$4005.75
				Maint. $	$1783.75
				Total $	$5,789.50

Additional Provision: You are applying to us to amend the Agreement as described above. The amended term of the Agreement will begin on the customer acceptance date indicated below. Billing for the amended amount will begin on the next payment date under the Agreement.

Signatures:

Customer: City of Leawood

By: Peggy Dunn 5/24/02
Authorized Signer Date
Peggy Dunn, Mayor

IOS Capital, Inc.

By: _____
Authorized Signer Date
IKON Representative Mark Johnson

Revised 7/00

IOSCapital

An IKON Office Solutions Company

Items added - price remained same - Mayor re-signed 5/24/02

Copy Management/Copy Management Plus
PROGRAM ADDENDUM

P.O. Box 9115, Macon, GA 31208-9115

AMENDMENT ("Amendment"), dated as of the 18 day of March, 20 02, to that certain agreement no. _____ - _____ *[Insert customer no. first, then insert agreement/schedule no.]* ("Agreement") between IOS Capital, Inc. ("we" or us") and City of Leawood, as customer ("Customer" or "you"). All capitalized words used but not defined in this Amendment will have the meanings given to them in the Agreement. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

Customer Information:

Customer Name: City of Leawood

Address: 4800 Town Center Drive

City: Leawood County: Johnson State: Kansas Zip: 66211

Term of Amended Agreement: Co-terminous months

Equipment Change:

☐ Equipment Change ☐ Copy Volume Change ☐ Both

	Quantity	Make/Model	Beginning Meter	Serial #
Add		Aficio 1027 $ 115.00 Document Feeder $ 25.00 Finisher $ 23.50 Fax Board $ 22.00 Maintenance $ 48.00		
Delete			Ending Meter	

Amended Billing:

	Cost per Copy	Guaranteed Minimum Monthly Copies	Cost of Additional Copies	Minimum Monthly Payment	
From				Equip. $	
				Maint. $	
				Total $	$ 5556.00
To				Equip. $	
				Maint. $	
				Total $	$ 5789.50

Additional Provision: You are applying to us to amend the Agreement as described above. The amended term of the Agreement will begin on the customer acceptance date indicated below. Billing for the amended amount will begin on the next payment date under the Agreement.

Signatures:

Customer: City of Leawood

By: Peggy Dunn 3/18/02
Authorized Signer Date
Peggy Dunn, Mayor

IOS Capital, Inc.

By: _____
Authorized Signer Date

Revised 7/00

RESOLUTION NO. 1673

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND MARRS TREE SERVICE, INC., ["MARRS"] FOR THE REMOVAL OF HANGING TREE LIMBS, RELATED TO THE JANUARY, 2002, WINTER ICE STORM

WHEREAS, the City experienced a winter ice storm in January, 2002, that created a significant amount of damage to area trees; and

WHEREAS, the City entered into an Agreement with Storm Reconstruction Services [SRS] for the removal of storm debris caused by this storm;

WHEREAS, the City is in need of removing hanging tree limbs that were damaged from this storm that was not encompassed in the scope of services with the Agreement between the City and SRS; and

WHEREAS, MARRS has submitted an Agreement ["Agreement"] to provide for such services; and

WHEREAS, both parties have read and understand the Agreement, attached hereto as Exhibit "A," and incorporated herein by reference.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement with MARRS, Tree Service, Inc., attached hereto as Exhibit "A," and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of March, 2002.

APPROVED by the Mayor this 18th day of March, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

I:\3maars.DOC

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

ORIGINAL

1 of 3

CITY OF LEAWOOD, KANSAS
NOTICE TO BIDDERS

Written quotes, from contractors, for ***UNIT PRICE CONTRACTING FOR TREE TRIMMING,*** will be received by the City of Leawood, Kansas, at the office of the Public Works Department, City Hall, 4800 Town Center Drive, Leawood, Kansas 66211 until 10:00 A.M., Central Legal Time on March 12, 2002.

All quotes shall be submitted in sealed envelopes addressed to the CITY OF LEAWOOD, KANSAS, ATTENTION: Director of Public Works, and shall be clearly marked ***"UNIT PRICE CONTRACTING FOR TREE TRIMMING"***. Copies of plans, specifications, bidding documents and other Contract Documents are on file at the office of:

PUBLIC WORKS DEPARTMENT
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

Bidders desiring Contract Documents for use in preparing bids may obtain a set of such documents from the Public Works Department located at 4800 Town Center Drive, Leawood, Kansas.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the Bid:

a. Bid Form.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

CITY OF LEAWOOD, KANSAS

AGREEMENT BETWEEN
CITY OF LEAWOOD, KANSAS
AND CONTRACTOR

For: *UNIT PRICE CONTRACTING FOR TREE TRIMMING*

This Agreement is made this 25th day of March, 2002, in Johnson County, Kansas, by and between the City of Leawood, Kansas ("City"), and Marrs Tree Service, Inc., ("Contractor").

SECTION 1 – CONTRACTOR'S DUTIES

Contractor shall provide complete and thorough Debris pickup, hauling and disposal pursuant to the specifications attached hereto as Exhibit A and incorporated herein. Contractor understands that time is of the essence in this work.

SECTION II – COMPENSATION

City shall pay Contractor within 7 days of receipt of verified load tickets and the Contractor's invoice. Contractor may invoice the City on a weekly basis.

SECTION III – TERM OF AGREEMENT

The term of this Agreement shall be commence upon issuance by the City of a Notice to Proceed and shall be completed within 60 days of such notice, subject to the terms of the Scope of Work attached hereto as Exhibit A.

SECTION IV – TERMINATION

City may terminate this Agreement at any time, with or without cause, upon notification of Contractor. Contractor may terminate this Agreement for its convenience upon seven (7) days written notice to City, provided, however, that Contractor may not terminate the Agreement without completing the hauling and disposal of any removal commenced prior to such termination. Upon termination, Contractor shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Contractor, pay Contractor for sums for work incurred prior to the date of termination.

SECTION V – INSURANCE and INDEMNIFICATION

Contractor shall defend, indemnify and hold the City harmless from and against any and all damages, claims, charges, lawsuits, and allegations of harm resulting, in whole or in part, from the actions of Contractor.

Contractor shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City.

City will only accept coverage from an insurance carrier who offers proof that it:

(1) Is licensed to do business in the State of Kansas;
(2) Carries a Best's policyholder rating of A or better.

The Contractor is required to carry insurance while performing the proposed work for the City. The Contractor will furnish a Certificate of Insurance to the City as Part of their proposal.

Minimum limits for General Liability, Automobile Liability, Workers Compensation and Employer's Liability are as follows:

1. General Liability

(a) General Aggregate.....$2,000,000.00
(b) Products / Completed Operations Aggregate.....$2,000,000.00
(c) Personal and Advertising Injury (Each Person).....$1,000,000.00
(d) Each Occurrence.....$1,000,000.00
(e) Fire Damage (any one fire).....$100,000.00

2. Automobile Liability

(a) All autos Combined Single Limits (CSL).....$1,000,000.00
(b) Uninsured motorists.....$1,000,000.00
(c) Excess Liability.....Their Limit

Umbrella policy may be used to meet coverage limits.

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

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

(a) Workers Compensation.....Statutory

(b) Employers Liability

Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

Contractor shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.

4. Notice of Claim Reduction of Policy Limits

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

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

In the event the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

5. If a part of the Contract is to be sublet, Contractor shall either:

A. Cover all subcontractors in Contractor's general liability insurance policy; or

B. Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

C. Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including, but not limited to, attorney fees, and all other costs which may arise out of the acts or omissions of its sub-contractors.

SECTION VI – ASSIGNMENT

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

SECTION VII – PRIOR STATEMENTS NOT BINDING

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

SECTION VIII – INDEPENDENT CONTRACTOR

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

SECTION IX – EQUAL OPPORTUNITY

Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Contractor shall include the phrase, "equal opportunity employer"; if Contractor fails to comply with the manner in which Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, 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 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, 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 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.

SECTION X – APPLICABLE LAW

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

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

City of Leawood:

By: Peggy J. Dunn
Peggy J. Dunn, Mayor

ATTEST:
Martha Heizer
Martha Heizer, City Clerk

APPROVED AS TO FORM:
Pat A Bennett
Patricia A. Bennett
City Attorney

Marrs Tree Serv. Inc.
Contractor

Donald R. MARRS
Print Name

Donald R. Marrs
Signature

Pres.
Title

14025 W. 51st Shawnee KS 66216
Address

Exhibit A
CITY OF LEAWOOS, KANSAS
TREE TRIMMING

SCOPE

The scope of the work shall include trimming of trees along the trail system of the City Parks and parking lots and streets throughout Leawood in order to remove hanging/broken branches resulting from the January, 2002 ice storm. Disposal of resulting brush is included in the scope of this contract. All trimming shall be performed to the following specifications:

1. Pruning will consist of removing all hanging and/or broken branches that are 2" or greater in diameter at point of attachment, or any other limb that the City Forester or his designee determines to be a potential hazard. All trees will be pruned in accordance with 1995 ISA publication "Tree-Pruning Guidelines" and the standards set forth in ANSI publication A300-1995 "Tree, Shrub and Other Woody Plant Maintenance – Standard Practices." **Payment for tree trimming will be per Tree Trimmed per bid page. Any cost associated with disposing of resulting brush should be included in the per tree trimmed price.**

2. Brush disposal will include brush resulting from tree trimming only. The disposal of all chipped material or non-chipped material will be the responsibility of the contractor. The disposal of the material will be done in accordance with all State and County requirements.

3. All work shall be performed by trained arborist who is certified or under the supervision of an arborist who is certified through an accepted organization such as Kansas Arborist Association, or the International Society of Arboriculture. Bidders will be required to present written proof of certification prior to award of bid.

4. All work shall be performed following the minimum safety standards set forth by the American National Standards Institute, Inc., in publication Z133.1-1994, "Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush – Safety Requirements."

5. "Tree Trimming Tickets" will be issued for recording the number of trees trimmed.

   Each ticket will contain the following information:

   Ticket Number
   Contractor Name
   Date
   Location
   Trees Trimmed
   Truck Number

6. Bucket truck(s) shall have a minimum working height of sixty (60) feet.

7. Work Crews may be required to maintain a safety zone clearly marked by cones, ribbon or other highly visible device as determined by the City Forester or his designee to prevent the public from walking into or through the work area. This barrier will be installed prior to any work being done that day and removed at the completion of work each day.

8. Work will be performed in Parks and city streets as directed by the City's Park Supervisor, or his designee.

9. All trees to be trimmed will be selected by the City's Park Supervisor or his designee previous to any work being done. When in doubt, Contractor is to contact the Park Supervisor prior to any trimming.

10. If a tree is discovered that may be hazardous and may have to be removed due to extensive decay, splits or other defects, the Park Supervisor or his designee shall be contacted.

11. Trees within City right-of-way (R.O.W.) or in parks on City property, shall have all appropriate branches trimmed throughout the whole tree. Trees outside of the City R.O.W., on private property shall have only the branches that affect the City R.O.W. trimmed.

12. Work shall be conducted under favorable weather conditions. Access into park areas may be limited or non-existent during or after wet weather conditions.

13. Contractor will be responsible for any and all damage caused by the Contractor as a result of the tree trimming operations to private or public property.

14. Contractor will be responsible for all brush hauling and disposal and will leave completed site clean, safe and unobstructed at the end of each day's work.

15. Contractor will notify the Park Supervisor or designee upon completion of any tree trimming location before starting on another.

16. Limbs that cannot be safely reached from the bucket truck shall be left and contractor will notify Park Supervisor or his designee of the location of these trees.

17. The contract will be awarded to the lowest and best, responsible **local area** Bidder as determined by the City.

18. The recommendation for acceptance of bids will be based on the per tree rate as listed on bid page. Method of payment will be on a per tree basis for trees trimmed.

19. All work shall be completed within 60 calendar days from date of Notice to Proceed. Work shall begin within 24 hours of Notice to Proceed. **Work shall be performed during daylight hours Monday through Friday. Weekend work will not be allowed without prior written approval from the City.**

20. The City reserves the right to waive or take exception to these specifications if it were to the City's greatest advantage or best interest.

21. Final acceptance shall be subject to quality of workmanship including, but not limited to, proper pruning cuts, job thoroughness, safe practices and overall aesthetics of job completed.

22. Complaints from adjacent property owners should be directed to the City Foresters office.

TREE TRIMMING

BID

TO: CITY OF LEAWOOD,
JOHNSON COUNTY, KANSAS

The undersigned bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed Contract Documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL BID AMOUNT
1.	1000	Trees Trimmed	Tree	$ 125.00 per tree	$ 125,000.00

one hundred Twenty five dollars per t

NOTE: The total amount of trees trimmed under this contract is an estimate. The City reserves the right to increase or decrease the quantity by as much as 50%.

1. **The undersigned further agrees to begin work within 24 hours after Notice to Proceed, and to complete the work, within 60 calendar days.**

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parcelling or farming out to any bidder or bidders, or other persons, of any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the work, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.

4. The undersigned hereby agrees to furnish the insurance certificates

5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City Representative and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

6. Undersigned acknowledge receipt of the Plans and Specifications for the project including the following addenda (complete)_____.

DATED on Tuesday this 12th day of March, 2002.

(SEAL)

Marrs Tree Service Inc
Contractor

Robert B Marrs
Signature

Pres
Title

14025 W 51st St Sh. Ks66216
Address

913 8880539
Telephone Number

TREE TRIMMING

BID

TO: CITY OF LEAWOOD,
JOHNSON COUNTY, KANSAS

The undersigned bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed Contract Documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

See attached Customer Bid

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL BID AMOUNT
1.	1000	Trees Trimmed	Tree	$_____	$_____

NOTE: **The total amount of trees trimmed under this contract is an estimate. The City reserves the right to increase or decrease the quantity by as much as 50%.**

1. **The undersigned further agrees to begin work within 24 hours after Notice to Proceed, and to complete the work, within 60 calendar days.**

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parcelling or farming out to any bidder or bidders, or other persons, of any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the work, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.

4. The undersigned hereby agrees to furnish the insurance certificates

5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City Representative and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

6. Undersigned acknowledge receipt of the Plans and Specifications for the project including the following addenda (complete)_____.

DATED on _____ this _____ day of _____, 2002.

(SEAL)

_____
Contractor

_____
Signature

_____
Title

_____
Address

_____
Telephone Number

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 03/21/2002

PPODUCER
DENNIS MCLAUGHLIN INSURANCE AGY
406 W 34TH ST SUITE 802
ANSAS CITY MO 64111
816 931 3341

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MARRS TREE SERVICE INC.

14025 W 51ST ST
SHAWNEE, KS 66216
913 631 2225

INSURERS AFFORDING COVERAGE

INSURER A: AMERICAN STATES INSURANCE CO.
INSURER B: LIBERTY MUTUAL GROUP
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	01 PP 030473	3/20/02	3/20/03	EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$200,000
					MED EXP (Any one person)	$10,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
					PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	01 PP 030473	3/20/02	3/20/03	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7-349-335969-011	9/1/01	9/1/02	X WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$100,000
					E.L. DISEASE - EA EMPLOYEE	$100,000
					E.L. DISEASE - POLICY LIMIT	$500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

TREE PRUNING, DUSTING, SPRAYING, REPAIRING, TRIMMING AND REMOVAL
BELOW CERTIFICATE HOLDER IS NAMED INSURED

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CITY OF LEAWOOD KANSAS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tim McLaughlin

© ACORD CORPORATION 1988

BID Number 37217

BID Date 3-12-02

CUSTOMER BID

City Of Leawood c/o Public Work Dept.
4800 Town Center Drive
Leawood , Ks 66211

MARRS TREE SERVICE INC
14025 W 51 Street
Shawnee, Kansas 66216
888-0539

The scope of this bid does include trimming of trees along trail systems of the parks and streets throughout City of Leawood.	
Remove broken and hanging limbs damaged by the January 2002 Ice storm. Hauling of all the debris away.	
Remove only broken and hanging limbs over city streets haul all. Per tree.	$85.00
Remove broken and hanging limbs throughout entire tree haul all. Per tree.	$125.00

PRICE GOOD FOR 60 DAYS.

CUSTOMER LETTER

Date 3-12-02

City Of Leawood c/o Public Work Dept.
4800 Town Center Drive
Leawood , Ks 66211

MARRS TREE SERVICE INC
14025 W 51 Street
Shawnee, Kansas 66216
888-0539

I have given you 2 different bids.
The language in Exhibit A, under scope items # 1 and # 11 were unclear.
If you have any questions I can be reached all day at 913-888-0539 or 913-631-2225.

Donna Marrs

RESOLUTION NO. 1674

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Madden McFarland Interiors, located at south of 127th Street and west of State Line Road, Leawood, Johnson County, Kansas.

WHEREAS, Madden McFarland Interiors, ['Applicant'] submitted a request for a preliminary site plan, for real property located at approximately 127th Street and west of State Line Road; and

WHEREAS, Madden McFarland Interiors appeared before the Planning Commission on October 23, 2001, and presented such requests for approval; and

WHEREAS, the proposed office building is in compliance with the existing CP-0 zoning and the Office identified on the 2001 Comprehensive Plan; and

WHEREAS, the plan consists of a 13,285 square foot office building that is of a residential design and is complimentary to the adjoining residential properties; and

WHEREAS, the Planning Commission reviewed the application and recommended the following stipulations of approval:

1. The building is limited to 13,285 square feet.
2. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
3. A revised landscape plan shall be provided at final. The Scotch Pines must be replaced with another species of evergreen trees.
4. The applicant shall save as many existing trees in the property as possible including the trees in the land banked areas.
5. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
6. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase "screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
7. The gate for the trash enclosure shall be constructed of sight obscuring decorative steel.
8. All downspouts shall be enclosed.
9. Trash pick-up will be limited to hours between 7:00 AM and 10:00 PM.
10. All alarms installed must be silent.
11. The applicant must obtain all approvals and permits from the Public Works Department.
12. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 13,285 = $1,328.50) prior to issuance of a building permit.
13. This preliminary plan approval shall lapse in five years, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.

14. The applicant is to review the placement of the mechanical units on the top of the building and provide full screening of the units.
15. Any future tenant or owner of this building shall make an application with the City to determine if parking is adequate for the new use.
16. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through sixteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, December 17, 2001; and

WHEREAS, the applicant withdrew the application on December 17, 2001 due to concerns regarding the proposed use within the CP-0 zoning district; and

WHEREAS, on March 4, 2002, the Governing Body accepted the applicants request to rescind the withdrawal; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, March 18, 2002; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved stipulations 1-16 of the recommendation, adding one additional stipulation:

1. The applicant is responsible for the park impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 13,285 = $1,328.50) prior to issuance of a building permit.

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 18th day of March, 2002.

Signed by the Mayor this 18th day of March, 2002.

Peggy J. Dunn

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1675

The Leawood Governing Body has considered the request for approval of a special use permit, preliminary site plan and preliminary plat, for United Methodist Church of the Resurrection Expansion, located south of 137th Street and east of Nall Ave, Leawood, Johnson County, Kansas.

WHEREAS, United Methodist Church of the Resurrection Expansion, ['Applicant'] submitted a request for a special use permit, a preliminary plat and a preliminary site plan, for real property located south of 137th Street and east of Nall Avenue; and

WHEREAS, United Methodist Church of the Resurrection Expansion appeared before the Planning Commission on November 27, 2001, and presented such requests for approval; and

WHEREAS, a public hearing was held before the Planning Commission pursuant to the Leawood Development Ordinance; and

WHEREAS, the project is limited to an 860,805 square foot addition to the existing church complex of 114,195 square feet for a total of 975,000 square feet on 74.54 acres and an F.A.R. of 0.30; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, January 7, 2002; and

WHEREAS, the Governing Body studied the application on February 5, 2002, and February 12, 2002, in a Governing Body Work Session, and heard further presentations on February 25, 2002.

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

SECTION ONE: The applicant's requests for preliminary plan approval, preliminary plat approval and for special use permit, are hereby approved, subject to the following stipulations:

1. The project is limited to 860,805 square feet of new construction and 975,000 square feet total construction on 74.54 acres for an overall F.A.R. of .30 F.A.R.
2. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Planning Commission at final site plan approval, and by the Council in accordance with paragraph 29 hereof.
3. Sign design and calculations will be required at final site plan approval.

4. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of $.10/square foot of finished floor area, excluding the sanctuary area. Applicant intends to construct a temporary sanctuary in each phase. At the time of building permit issuance, applicant shall pay the fee for each then existing sanctuary area. For example, applicant shall pay such fee on the phase 1 sanctuary at the time of building permit issuance for the second phase.
5. The applicant is responsible for the park impact fee in the amount of $.10 / square foot excluding the sanctuary. Applicant intends to construct a temporary sanctuary in each phase. At the time of building permit issuance, applicant shall pay the fee for each then existing sanctuary area. For example, applicant shall pay such fee on the current sanctuary at the time of building permit issuance for the first phase.
6. As noted in the Staff's Site Plan Comments, the development will be constructed in phases with Phase I being the addition to the west side of the existing sanctuary ("youth wing"), and 165,000 square feet of the central portion of the site along the north property line ("adult ministries"). Phase II shall be the remaining 115,800 square feet of the adult ministries building, the 127,605 square foot sanctuary, the 101,500 square foot atrium and narthex, the 13,000 square foot chapel, the 82,000 square foot administration building. Phase III will be the 201,900 square foot education wing.
7. The following street and public improvements must be completed prior to receiving occupancy permits for any building located in following indicated phases of the planned development. The Applicant shall be responsible for the construction of the improvements to the City's specifications and/or for submittal of benefit district petition(s) in a form sufficient to meet legal requirements and which are approved by the City Attorney, and by the City Council in accordance with law. [By approving this application and this stipulation, the City is not making any representation as to whether such benefit district(s) will be approved].

PHASE I

a. Restripe existing Roe Avenue from 135th Street to 137th Street to provide two southbound through lanes and two northbound through lanes.
b. An additional westbound left turn lane shall be constructed on 135th Street at the Roe Avenue intersection.
c. A northbound right turn lane shall be constructed on Roe Avenue at the 135th Street intersection.
d. The signals and pavement markings for northbound Roe Avenue at the 135th Street intersection shall be modified for dual left turn lanes, one through lane and one right turn lane.
e. Widen Roe Avenue from 2 to 4 lanes, from 137th Street to the applicant's south driveway access point.
f. The existing sidewalk along 137th Street shall be removed and a ten-foot asphalt bike/hike trail shall be constructed.

g. 137th Street must be constructed as planned from Nall eastward to the existing edge of 137th Street.

h. The Developer is responsible for making any necessary improvements to Nall Avenue from 137th to 135th Street as identified by Bucher Willis & Ratliff in the traffic study.

PHASE II

i. An eastbound right turn lane shall be constructed on 135th Street at the Nall Avenue intersection.

8. The following intersections shall be signalized when warranted:
   a. Nall Avenue and 137th Street,
   b. Nall Avenue and the South Church Access;
   c. Church exits onto Roe
9. The Applicant shall be responsible for sufficient traffic control measures, including retaining traffic officers for the control and direction of traffic, the placement of cones for traffic control purposes and for the incremental cost of installing equipment to allow remote control of signals in the area. Specifically, the Applicant shall be responsible for the cost of providing the above traffic control measures and installing the remote control equipment when any of the referenced intersections reach a level of service of D or less during peak church traffic hours, as determined by the City Council. In addition, the Applicant agrees to provide traffic measures to deter traffic exiting from the Church onto southbound Roe.
10. To the extent the developer does not improve Nall Avenue to the required City specifications, then the developer shall be responsible for $200/front foot for improvements to Nall Avenue prior to recording of the plat, along with other requirements set forth in the memo from Public Works or otherwise imposed by law.
11. The developer shall be responsible for 25% of the cost of a traffic signal at the corner of 137th Street and Nall Avenue prior to recording of the plat.
12. The developer shall be responsible for 25% of the cost of a traffic signal at the corner of 137th Street and Roe Avenue prior to recording of the plat.
13. The developer shall be responsible for the cost of a traffic signal at the south church access of Nall Avenue prior to recording of the plat.
14. The height of the 105-foot sanctuary requires a variance from the City of Leawood Board of Zoning Appeals.
15. The height of the proposed tower shall not exceed 155 feet, including lightning protection devices, provided that the Board of Zoning Appeals approves the sanctuary height at 105 feet. If the height is not so approved, then Applicant shall resubmit revised preliminary plans for the sanctuary and the tower to the Planning Commission and Governing Body.
16. All trash enclosures must be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be appropriately landscaped. The gate shall be painted steel.

17. All existing overhead utilities lines and cables shall be buried along Nall Avenue as it abuts the Church property. All new utility lines shall be buried.
18. All landscaped areas shall be irrigated.
19. All downspouts are to be enclosed.
20. All roof top units must be screened from view.
21. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or walls. This includes air conditioner units, etc.
22. The developer shall provide street trees along Nall Avenue, 137th Street and Roe Avenue at a rate of 1 tree per 40 linear feet.
23. The applicant agrees to install the berms and landscaping as it abuts Quail Crest subdivision in Phase 1, followed by the installation of berms and landscaping adjacent to Timbers Edge subdivision in Phase 2. A more detailed landscape plan, to include number of plants, size of plant material and spacing of plant material, must be submitted with final site plan documents.
24. The lighting plans and fixtures and hours of illumination must be included in the final site plan application, including those of the proposed tower.
25. Material boards must be submitted at the time of final plan application.
26. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
27. The preliminary plan approval shall lapse in five years if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for definite period of time for good cause shown by the developer.
28. The developer/property owner agrees that all buildings shall be constructed according to the Leawood Building Code as in effect at the time of permitting.
29. Applicant agrees, notwithstanding any provision of the Leawood Development Ordinance to the contrary, and in light of the neighborhood involvement in this plan, that Applicant shall submit all final plans and plats to the Governing Body for its review and decision, under the same procedures governing preliminary plans and plats, and that no building permit shall be issued unless and until the Governing Body has approved each such final plan or plat in accordance with the voting requirements mandated for preliminary plans and plats.
30. Applicant shall, in accordance with the City's requirements, submit a complete Stormwater Management Plan, at the time of final plan submittal for each phase.
31. Applicant shall submit a letter from the owner of the property located directly north of this property [currently known as the Cornerstone Tract], agreeing to provide stormwater easements and to otherwise provide design to handle stormwater runoff from this parcel at the time of final plan submitted for the First Phase.
32. Applicant shall submit an executed Stormwater Maintenance Agreement for the entire project at the time of final plan submittal for the First Phase.
33. Applicant agrees to the requirements of the City of Overland Park to resize the culvert located at or about 133rd Street, as such time as Overland Park mandates such improvement.

34. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through thirty-three.

SECTION TWO: This Resolution shall become effective upon passage by the Governing Body.

Passed by the Governing Body this 25th day of March, 2002.

Signed by the Mayor this 25th day of March, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

MEMORANDUM

Date: November 19, 2001

To: Diane Binckley, Planning & Development Director
Department of Planning & Development

From: David Ley, P.E., City Engineer
Department of Public Works

Re: Church of the Resurrection
Case Number: 72-01

The Department of Public Works has reviewed the aforementioned projects and would like to make the following stipulations as part of the Planning Commission Approval:

1) Developer shall submit a letter from Overland Park approving the southbound left turn lane on Nall Avenue at the North Church Access.
2) Storm Drainage Report:
   a) Improvements to the 133rd Street culvert shall be constructed prior to issuance of Certificate of Occupancy.
   b) Detention will be required on all areas that do not drain to the box culvert near 135th Street and Nall Avenue. The detention shall be designer per APWA Standards (latest revision when the plans are submitted).
3) Traffic Impact Analysis:
   a) 135th Street will not have dedicated right turn lanes, only two through lanes and a shared through/right turn lane.
   b) The Traffic Impact Analysis will need to be updated to reflect the removal of the southbound left turn lane on Nall Avenue at the North Church Access and the correct configuration of future 135th Street.
   c) The developer shall pay 25% of the cost for engineering, construction, inspection and administration of the traffic signals at 137th Street and Nall Avenue.
   d) The developer shall pay 100% of the cost for engineering, construction, inspection and administration of the traffic signals at South Church Access and Nall Avenue. The developer will need to provide a letter from the City of

Overland Park stating that Overland Park will require the developer, on the west side of Nall Avenue, to utilize this full access entrance in order to reduce the cost to 50% for engineering, construction, inspection and administration of the traffic signals.

e) ~~The developer shall construct the following during Phase I:~~

~~i) Dual northbound left turn lanes on Roe Avenue at 135th Street~~

~~ii) Northbound right turn lane on Roe Avenue at 135th Street~~

~~iii) Dual westbound left turn lanes on 135th Street at Roe Avenue.~~

~~iv) Southbound right turn lane on Roe Avenue at the North Church Access.~~

f) ~~The developer shall construction the following during Phase II:~~

~~i) Eastbound right turn lane on 135th Street at Nall Avenue.~~

~~ii) Dual northbound left turn lanes on Nall Avenue at 135th Street.~~

4) Plat:

a) The existing Utility Easement will need to be vacated prior to Final Plat approval.

b) Provide a 10 foot Utility/Landscape Easement on 137th Street abutting the southern edge of the proposed Right-of-Way.

c) Provide a 5 foot Sidewalk Easement along 137th Street where 137th Street is 4 lanes wide. The 10 foot Utility/Landscape Easement shall abut the southern edge of the Sidewalk Easement in this location.

5) The pavement width on 137th Street shall be 40 feet wide and 150 feet long (minimum) at all intersections. This will provide for a left turn lane. The length of the left turn bay will need to be determined by the Traffic Engineer.

6) The sidewalk on the south side of existing 137th Street shall be removed and the street contractor shall construct a 10 foot Bike/Hike trail.

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

8) Developments on or between 133rd Street to 137th Street shall have all utilities relocated underground. This includes utilities on private property and utilities in the Right-of-Way between the curb and property line per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

9) Developments on or between 133rd Street to 137th Street shall use the City of Leawood's Special Street Light for all public roadway lighting per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

10) Developments on or between 133rd Street to 137th Street shall have six (6) foot sidewalks within the Right-of-Way, except where the ten (10) foot bike/hike trail is located, per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997. The sidewalk and bike/hike trail shall be constructed by the street contractor.

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

12) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.

13) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

Copy: Project File
PW Book