AGENDA

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

Mayor Peggy Dunn

Councilmembers

Ward One
Debra Filla
Andrew Osman

Ward Two
Jim Rawlings
Mary Larson

Ward Three
Chuck Sipple
Lisa Harrison

Ward Four
Julie Cain
James Azeltine

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. CITY CLERK STATEMENT

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

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

4. PROCLAMATIONS

5. PRESENTATIONS/RECOGNITIONS
Introduction of new Firefighters, Megan Haines, Damon Harrison and Brooke Harshaw

6. SPECIAL BUSINESS
A. Public Hearing
Consider the 2021 Fiscal Budget for the City of Leawood, Kansas

B. Resolution adopting the Fiscal Year 2021 annual budget for the City of Leawood, Kansas
C. Ordinance authorizing and providing for the issuance and delivery of $33,370,000 General Obligation Temporary Notes, Series 2020-1, of the City of Leawood, Kansas, to provide funds to finance the cost of certain public improvement projects within the City; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto [ROLL CALL VOTE] (F)  

D. Resolution prescribing the form and details of and authorizing and directing the issuance, sale and delivery of $33,370,000 General Obligation Temporary Notes, Series 2020-1, of the City of Leawood, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith (F)  

E. Ordinance authorizing and providing for the issuance and delivery of $2,460,000 General Obligation Refunding Bonds, Series 2020-A, of the City of Leawood, Kansas for the purpose of refunding certain outstanding taxable general obligation bonds of the City; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto [ROLL CALL VOTE] (F)  

F. Resolution prescribing the form and details of and authorizing and directing the sale and delivery of $2,460,000, General Obligation Refunding Bonds, Series 2020-A, of the City of Leawood, Kansas, previously authorized by Ordinance No. ______ of the City; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith (F)  

G. Discussion of Fireworks Display  

7. CONSENT AGENDA  
Consent agenda items have been studied by the Governing Body and determined to be routine enough to be acted upon in a single motion. If a Councilmember requests a separate discussion on an item, it can be removed from the consent agenda for further consideration.  
A. Accept Appropriation Ordinance Nos. 2020-27 and 2020-28  
B. Accept minutes of the July 20, 2020 Governing Body meeting  
C. Accept minutes of the June 9, 2020 Parks and Recreation Advisory Board meeting  
D. Accept Minutes of the May 5, 2020 Ironhorse Advisory Board meeting  
E. Accept Minutes of the March 12, 2019 Historic Commission meeting  
F. Resolution approving and authorizing the Mayor to execute an extension to that certain Financial Services Agreement dated August 17, 2015, between the City and Commerce Bank to provide certain banking service needs to the City of Leawood for a term ending December 31, 2021(F)  

The next regular meeting of the Leawood Governing Body will be Monday, August 17, 2020
G. Resolution approving and authorizing the Mayor to execute an Architectural Services Agreement in an amount of $195,500.00 between the City and SFS Architecture, Inc., pertaining to the design of the new pool house at the Aquatic Center [Project #71028] (PR)
H. Resolution approving and authorizing the Mayor to execute an Artwork Sale & Ownership Agreement in the amount of $37,500 between the City and John King, pertaining to the purchase of public art piece “Skywriting 1” (PR)
I. Resolution approving and authorizing the Mayor to execute a Services Agreement in the amount of $39,750.00 between the City and K&G Striping Inc. pertaining to the installation of pavement markings and crosswalk beacons at 89th and Lee Boulevard and 85th Terrace [Project 72054] (PW)
J. Resolution approving an eligible facilities request for the replacement of antennae and the replacement and addition of associated equipment at the Ira Stein cell tower for AT&T, located north of 135th Street and east of Nall Avenue (PC Case 55-20) (PC)
K. Resolution requesting Johnson County, Kansas, participation in the City of Leawood’s Five-Year Capital Improvement Program through the 2021-2025 County Assistance Road System (C.A.R.S.) (PW)
L. Approve an expenditure in the amount of $91,325.00 to Kansas City Freightliner for the purchase of One (1) 2021 MY Freightliner 108SD, tandem axle truck using an MACPP Bid (PW)
M. Request to approve 1st and Final Payment in the amount of $2,344,479.00 to EVERGY pertaining to the undergrounding of power lines on Mission Road, 119th to 127th Street [Project 82065]
N. Declaration of surplus property: (1) Kerosene Heater, (1) pallet of building lights, (1) Troy Built Pony Ground Tiller, (2) Generators, (1) Concrete Stinger, (3) Chain Saws, (1) Concrete Saw and (1) Compactor (PW)

8. MAYOR’S REPORT

9. COUNCILMEMBERS’ REPORT
   Councilmember Debra Filla
   Regarding Leawood Development Ordinance Home Occupations Regulations

10. CITY ADMINISTRATOR REPORT

11. STAFF REPORT

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

13. OLD BUSINESS

14. OTHER BUSINESS

15. NEW BUSINESS
   A. Schedule Work Session – Discussion of refinancing of the Special Benefit District debt for the Villaggio August 17, 2020 at 6:00 P.M.

The next regular meeting of the Leawood Governing Body will be
Monday, August 17, 2020
B. Schedule Governing Body meeting on August 17, 2020 at 7:30 P.M.

D. ADJOURN

Mayor and City Council

Peggy Dunn
Mayor

Lisa Harrison
Andrew Osman
Julie Cain
Jim Rawlings
Debra Filla
James Azelime
Chuck Sipple
Mary Larson

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

Number of Votes Required:
Non-zoning Ordinances: Majority of the members-elect of the City Council [5]
Zoning Ordinances and other Planning Commission Recommendations:
• Passage of Ordinances Subject to Protest Petition: ¾ majority of members of Governing Body [7]
• Approving Planning Commission Recommendation: Majority of the members-elect of the City Council [5]
• Remanding to Planning Commission: Majority of the members-elect of the City Council [5]
• Approving, Overriding, Amending or Revising Recommendation after Remand: Majority of the members-elect of the City Council [5]
• Overriding, Amending or Revising Recommendation: 2/3 majority of membership of Governing Body [6]
Note: Mayor may cast deciding vote when vote is one less than required.

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>SUBJECT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, Aug. 17th</td>
<td>6:00 P.M.</td>
<td>Work Session - Discussion of refinancing of the Special Benefit District debt for the Villaggio</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Aug. 17th</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Tuesday, Sept 8th</td>
<td>6:00 P.M.</td>
<td>Executive Session – Personnel</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Tuesday, Sept. 8th</td>
<td>7:30 P.M.</td>
<td>Governing Body Meeting</td>
<td>Council Chamber</td>
</tr>
<tr>
<td>Monday, Sept. 21st</td>
<td>6:00 P.M.</td>
<td>Work Session – Review the City’s Economic Development Policies</td>
<td>Council Chamber</td>
</tr>
</tbody>
</table>

The next regular meeting of the Leawood Governing Body will be
Monday, August 17, 2020
Memo

To: Mayor Peggy Dunn and Councilmembers

From: Scott Lambers, City Administrator
Dawn Long, Finance Director

Date: August 3, 2020

Re: 2021 Annual Budget

Attached is a resolution calling for approval of the 2021 Annual Budget.

Staff, Council and Committee members have spent many months on this endeavor. The budget year began with a work session on April 6th, followed by a work session on the 2021 budget on June 8th. A pre-budget public hearing was held on April 6, 2020 and a formal public hearing will be held the same evening as approval, on August 3rd.

The 2021-2025 Capital Improvements Program (C.I.P.) was first discussed with the Governing Body on April 6th. This document was formally approved by resolution on July 20, 2020.

Please contact us should you have any questions or desire further information.
RESOLUTION NO. ______________

RESOLUTION ADOPTING THE FISCAL YEAR 2021 ANNUAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS

WHEREAS, a public hearing was conducted at the August 3, 2020, Governing Body meeting to consider the Fiscal Year 2021 annual budget for the City of Leawood, Kansas, pursuant to K.S.A. § 79-2929; and

WHEREAS, the Fiscal Year 2021 annual budget was presented to the Governing Body at its August 3, 2020 City Council meeting; and

WHEREAS, the Governing Body desires the Fiscal Year 2021 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 2021 annual budget as presented at its August 3, 2020 Governing Body meeting.

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

PASSED by the Governing Body this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

[S.F.A.I.] Peggy J. Dunn, Mayor

ATTEST:

Kelly L. Varner, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
CERTIFICATE

To the Clerk of Johnson County, State of Kansas
We, the undersigned, officers of
City of Leawood

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the
maximum expenditures for the various funds for the year 2021; and
(3) the Amount(s) of 2020 Ad Valorem Tax are within statutory limitations.

<table>
<thead>
<tr>
<th>Fund</th>
<th>K.S.A.</th>
<th>Page No.</th>
<th>Budget Authority for Expenditures</th>
<th>Amount of 2020 Ad Valorem Tax</th>
<th>County Clerk's Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>12-101a</td>
<td>7</td>
<td>60,173,500</td>
<td>21,048,912</td>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
<td>10-113</td>
<td>8</td>
<td>15,519,000</td>
<td>5,330,470</td>
<td></td>
</tr>
<tr>
<td>Special Highway</td>
<td></td>
<td>9</td>
<td>2,367,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Alcohol</td>
<td></td>
<td>9</td>
<td>675,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Parks &amp; Recreation</td>
<td></td>
<td>10</td>
<td>764,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Law Enforcement</td>
<td></td>
<td>10</td>
<td>7,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transient Guest Tax</td>
<td></td>
<td>11</td>
<td>1,432,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/8-Cent Sales Tax</td>
<td></td>
<td>11</td>
<td>1,216,700</td>
<td></td>
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<tr>
<td>City Capital Art</td>
<td></td>
<td>12</td>
<td>257,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park Impact Fee</td>
<td></td>
<td>12</td>
<td>4,900</td>
<td></td>
<td></td>
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<tr>
<td>Public Art Impact Fee</td>
<td></td>
<td>13</td>
<td>71,600</td>
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<tr>
<td>135th St Corridor Impact Fee</td>
<td></td>
<td>13</td>
<td>150,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Equipment</td>
<td></td>
<td>14</td>
<td>12,856,200</td>
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<td></td>
</tr>
<tr>
<td>Street Improvements</td>
<td></td>
<td>14</td>
<td>5,894,400</td>
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<td></td>
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<tr>
<td>Capital Improvements</td>
<td></td>
<td>15</td>
<td>10,155,800</td>
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<tr>
<td>Non-Budgeted Funds-A</td>
<td></td>
<td>16</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Non-Budgeted Funds-B</td>
<td></td>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Budgeted Funds-C</td>
<td></td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>111,547,500</td>
<td>26,379,382</td>
<td></td>
</tr>
</tbody>
</table>

Budget Summary
Neighborhood Revitalization Rebate

Tax Lid Limit (from Computation Tab)

Does the City need to hold an election? NO

Assisted by:

Address:

Email:

Attest: 2020

County Clerk

Governing Body

CPA Summary
August 3, 2020

Honorable Mayor, Council Members, and the Leawood Community:

Submitted to you is the 2021 Budget for the City of Leawood. The total 2021 Budget equals $65,880,700 and represents a 4.9% decrease from the 2020 Estimated Budget. It continues to reflect conservative revenue estimates, as in previous years. The 2021 revenues are projected at $63,004,400, a 3.0% increase from the 2020 Estimate, and 3.5% lower than the 2019 actuals of $65,300,315.

Based upon a solid set of financial measures and benchmarks, the 2021 budget is expected to deliver the same quality and exceptional services, which have been the standard for the City of Leawood for over 70 years. The primary purpose of a budget document and the budget process is to develop, adopt and implement a plan for accomplishing goals for the upcoming year within given constraints. The 2021 Budget has been designed with the long-term goals of the City and the continuation of Leawood’s tradition of maintaining a responsive government, a stable financial position and high service levels.

The sound financial condition of a City depends on its ability to balance the demands for service with available financial resources. Monitoring financial condition allows managers to identify existing and emerging financial problems and develop solutions in a timely manner. Leawood has used a financial forecasting and planning model to monitor financial progress. The City began using this tool almost two decades ago. Every year it has been improved and it is monitored throughout the year to ensure that fund balances remain within policy standards, especially when revenue sources and expenditure demands change. Additionally, Leawood continues to have a diversified revenue base. The largest category, 41%, comes from property taxes; followed by sales taxes of 30%; and lastly other governmental revenue of 29%, which includes franchise fees, licenses, permits, and charges for services. Also contributing to Leawood’s stability is the fact that the City continues to offer, attract and promote a high quality of life. Leawood was voted the “2019 FIRST Best Small City in America”, with populations of 25,000 to 100,000, in the United States by WalletHub.com. Almost 1,300 cities were evaluated on 40 key metrics on economic vitality, quality of life, education, health and public safety.

As all are aware, the entire world has been impacted by the COVID19 outbreak. In January, the United States declared a public health emergency, followed by emergency declarations and “stay-at-home orders” for almost every state in the nation. Kansas was the 22nd state to institute a temporary, statewide stay-at-home order, which was in effect from March 30th until May 4th. Johnson County, KS issued an order extending this until May 10th for the county. It is certain that the temporary closure of retail, business, restaurants, and entertainment venues will not only impact the financial security of individuals, and their “normal” way of life, but also the economic stability of the nation and state and local governments. Much is still unknown about the illness and the effects are continually changing, but staff has prepared the following to summarize changes specifically for Leawood.
### Financial Planning Model Assumptions

<table>
<thead>
<tr>
<th>Item/Project/Expenditure</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
<th>2022 Budget</th>
<th>2023 Budget</th>
<th>2024 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed Valuation Growth</td>
<td>4.18%</td>
<td>4.00%</td>
<td>5.83%</td>
<td>4.67%*</td>
<td>3.30%</td>
<td>3.20%</td>
<td>3.10%</td>
</tr>
<tr>
<td>Removal of the 0.95 Mill Levy increases from the model, most recently planned for 2023, 2025 and 2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Collection Rate</td>
<td>99.1%</td>
<td>100.0%</td>
<td>99.0%</td>
<td>99.0%</td>
<td>99.0%</td>
<td>99.0%</td>
<td>99.0%</td>
</tr>
<tr>
<td>ALL City/Use Tax Collections</td>
<td>2.40%</td>
<td>2.95%</td>
<td>0.00%</td>
<td>1.50%</td>
<td>1.75%</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Gasoline Tax Revenue</td>
<td>1.00%</td>
<td>2.20%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Alcohol Tax Revenue</td>
<td>(4.73%)</td>
<td>3.00%</td>
<td>(5.00%)</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Transient Guest Tax Revenue</td>
<td>(5.80%)</td>
<td>3.00%</td>
<td>(5.00%)</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>All Other Revenue</td>
<td>(7.00%)</td>
<td>3.00%</td>
<td>(25.00%)</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>61.0%</td>
<td>2.0%</td>
<td>0.5%</td>
<td>1.0%</td>
<td>1.0%</td>
<td>2.0%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Mill Levy increases</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>New GO Debt Issuance</td>
<td>$0.0m</td>
<td>$8.3m</td>
<td>$0.0m</td>
<td>$20.3m</td>
<td>$4.1m</td>
<td>$13.7m</td>
<td>$23.0m</td>
</tr>
</tbody>
</table>

### Revenue Projections/Changes (as a result of COVID19)

<table>
<thead>
<tr>
<th>Item/Project/Expenditure</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Change</th>
<th>2020 Budget</th>
<th>2021 Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Sales/Use Tax</td>
<td>$10,118,763</td>
<td>$10,475,400</td>
<td>$10,118,800</td>
<td>($356,600)</td>
<td>$10,271,000</td>
<td>$152,200</td>
</tr>
<tr>
<td>County Sales/Use Tax</td>
<td>5,263,940</td>
<td>5,596,700</td>
<td>5,263,900</td>
<td>(32,800)</td>
<td>5,345,400</td>
<td>79,100</td>
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<tr>
<td>Occupational Licenses</td>
<td>289,303</td>
<td>292,000</td>
<td>10,000</td>
<td>(282,000)</td>
<td>292,000</td>
<td>282,000</td>
</tr>
<tr>
<td>Liquor Licenses</td>
<td>15,150</td>
<td>15,500</td>
<td>7,500</td>
<td>(8,000)</td>
<td>15,500</td>
<td>8,000</td>
</tr>
<tr>
<td>Alcohol Tax — General Fund</td>
<td>501,867</td>
<td>541,681</td>
<td>475,000</td>
<td>(66,681)</td>
<td>506,218</td>
<td>31,218</td>
</tr>
<tr>
<td>Parks/Recreation User Fees</td>
<td>1,033,433</td>
<td>1,078,500</td>
<td>527,900</td>
<td>(550,600)</td>
<td>1,065,800</td>
<td>537,900</td>
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<tr>
<td>Golf Course User Fees</td>
<td>1,746,012</td>
<td>1,727,500</td>
<td>1,454,500</td>
<td>(273,000)</td>
<td>1,678,500</td>
<td>423,500</td>
</tr>
<tr>
<td>Interest Income — General Fund</td>
<td>343,195</td>
<td>398,994</td>
<td>162,307</td>
<td>(236,687)</td>
<td>240,601</td>
<td>78,294</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>1,239,576</td>
<td>1,300,000</td>
<td>1,200,000</td>
<td>(100,000)</td>
<td>1,100,000</td>
<td>(100,000)</td>
</tr>
<tr>
<td><strong>TOTAL — General Fund</strong></td>
<td>$20,551,239</td>
<td>$21,446,275</td>
<td>$19,219,907</td>
<td>($2,226,368)</td>
<td>$20,732,119</td>
<td>$1,492,312</td>
</tr>
<tr>
<td>Alcohol Tax — Other Funds</td>
<td>1,003,734</td>
<td>1,083,362</td>
<td>950,000</td>
<td>(133,362)</td>
<td>1,012,436</td>
<td>62,436</td>
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<tr>
<td>Gasoline Tax</td>
<td>945,745</td>
<td>945,250</td>
<td>891,850</td>
<td>(53,400)</td>
<td>738,450</td>
<td>(108,400)</td>
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<tr>
<td>Transient Guest Tax</td>
<td>409,601</td>
<td>585,685</td>
<td>350,685</td>
<td>(235,000)</td>
<td>420,000</td>
<td>69,315</td>
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<tr>
<td>Interest Income — Other Funds</td>
<td>845,766</td>
<td>644,175</td>
<td>346,733</td>
<td>(297,442)</td>
<td>516,050</td>
<td>169,317</td>
</tr>
<tr>
<td><strong>TOTAL — Other Funds</strong></td>
<td>$3,208,846</td>
<td>$3,258,472</td>
<td>$2,539,268</td>
<td>($719,204)</td>
<td>$2,738,666</td>
<td>$192,598</td>
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</tbody>
</table>

### Expenditure Projections/Changes (as a result of COVID19)

- **Expense 1:** $3,163,000 Delay project from 2024 to 2026
- **Expense 2:** $1,454,000 Delay project from 2024 to 2026
- **Expense 3:** $3,510,000 Delay project from 2021 to 2023
- **Expense 4:** $1,841,000 Delay project from 2021 to 2023
- **Expense 5:** $3,163,000 Move from PAGM to Debt-Finance in 2024
- **Expense 6:** $3,000,000 Delete project; restart program in 2023
- **Expense 7:** $1,541,000 Delay project from 2022 to 2024
- **Expense 8:** $5,610,000 Delay project from 2021 to 2023
- **Expense 9:** Varies Delay bonding of projects throughout 2011-2025
- **Expense 10:** $600,000 Reduce annual expense from $1.0m to $600,000
- **Expense 11:** Varies Purchase from Public Safety Fund, beginning in 2020
- **Expense 12:** $1,500,000 Reduce to average $1.5m/year for 2021-2025
- **Expense 13:** $40,000 Add to 2020 Budget to cover cleaning, materials, etc.
For the 2021 budget year, Leawood is again anticipating an increase in assessed valuation for real property. The final assessed valuation numbers will be released by the County Clerk in December. When staff met with the County Appraiser in March, the appraisal statistics were again very positive. Residential appraisal growth year-over-year was 5.3% as compared to 7.6% last year; and the change in the commercial appraisal value was 13.3% as compared to 4.3% last year. Over the past ten years, the City’s property tax base has increased 3.5% per year on average. However, from 2014 to present an average growth of 4.6% has been realized. The growth for the current year is 5.52% as compared to 4.20% for last year. During the last ten years, real commercial property has grown faster than all other classifications, and today represents 22% of total taxable property. Residential real property continues to comprise the majority of the total, at 69%, while personal property classifications have dropped in importance, once representing 13% of the total base, now only 9% of the total.

The second largest single source of City revenue is sales tax. The 2021 budget projects revenue from the City 1% sales tax to be $7,541,700 or an increase of 1.50% from the 2020 estimated budget. The five-year average growth for this single revenue source is 1.4% and the three-year average is 1.6% The budget is comprised of several types of sales tax revenue: city and county general sales tax; city and county compensating use tax; a city 1/8-cent capital sales tax used for stormwater and street repairs; and two different 1/4-cent special county sales and use taxes. One for public safety with no sunset date, and another for the construction of a County Courthouse/Coroner facility, which ends in 2027. For both general and use sales tax collections, 60% of the revenue comes from the City’s sales tax levies and the remaining 40% from the City’s distributed share of the countywide taxes.

The budget process is a year round staff endeavor. After the previous year is closed, staff reviews the ending year balances, analyzes revenue collection and expenditure detail to update the financial assumptions for the financial planning model. At the same time, the five-year Capital Improvement Program (C.I.P.) document is prepared. Another integral part of the annual operating budget is assessed valuation. The 2021 appraised values were released by the County in early March. All of these aided in the development of the budget directives, which include:

**Sustaining financial stability**
- Reserves for all Operating Funds are budgeted at 55% of expenditures, above the 11% minimum.
- Debt Service reserve levels remain at 35% or above throughout the financial planning period.
- The 2021 budget includes a mill levy of 24.548. No future mill levy increases are forecasted.
- All long-term forecasting parameters have been met as outlined in the budget document.
- In 2021, all sales and use tax areas are expected to increase 1.50% from the 2020 Estimate. Leawood has become a major restaurant venue over the years, boasting a multitude of restaurants offering a wide-range of food choices in a variety of dining environments and price ranges. Additionally, there are many shopping choices, including specialty food stores, which offer an array of upscale and unique selections.
- Capital projects, where practical, are linked to operating costs in order to monitor and maintain long-term financial balance.
- Carefully monitoring spending with a watchful eye towards inflationary pressure in other commodities, services, as well as capital costs. In multi-year financial planning, capital funds,
particularly the City’s capital equipment fund and the capital projects fund, all include an inflation factor.

✓ Continuation of the City’s Aaa Bond Rating.

**Sustaining service levels**

✓ Maintain equitable and competitive employee compensation.
✓ Police officers will average 1.7 commissioned officers per 1,000 citizens in 2021.
✓ Firefighters will average 660 residents per one firefighter in 2021.
✓ Parks & Recreation will average 567 residents per one FTE in 2021.
✓ Administrative employees, as a percentage of direct employees, will average 17.3%.
✓ Mandates and operating costs of capital are funded.
✓ An average PCI rating of 78.0, compared to the Governing Body goal of a street rating of not less than 70.0.

**Sustaining efficient delivery of services**

✓ The City’s 2021 Budget continues to provide a high level of service to the citizens by increasing efficiency in service delivery and addressing resource needs in every part of the City. Each department reviews both industry standards and internal goals on a regular basis to determine if services are being delivered efficiently and identify improvements, when needed.
✓ Performance measures within each department are linked with the resources needed to meet the expected performance levels during the fiscal year.
✓ The City’s technology direction continues to grow and expand with improved productivity and service levels with technology, fiber, communication and security.

**THE CITY OF LEAVOOD’S VISION**

Leawood prides itself on being a safe, attractive community, which values its distinctive character. The citizens of Leawood are civic-minded and are an important component in shaping Leawood’s future. As the City of Leawood looks to the future, it will continue to maintain the residential property values, promote neighborhood-oriented commercial developments, offer a variety of high quality residential neighborhoods, sustain environmental sensitivity, retain natural landscapes and provide public, open space. With vision, as articulated in our comprehensive plan, the City of Leawood will continue to grow with distinction.

**GOVERNING BODY GOALS**

Each year the Governing Body reviews, reaffirms and develops strategic goals, which support the City’s vision. Goals are categorized in the five main areas that have allowed the City to flourish: Public Safety, Financial Stability, Capital Improvements, Growth Management, and Quality of Life. Short-term goals either are incorporated into the 2020 operations plan or will be addressed in the 2021 budget. Long-term goals cover issues that will strategically guide long-range plans for the community. All of the goals are linked to the Long Term Strategic Financial Planning section.

**FINANCIAL HIGHLIGHTS**

**Revenue Highlights**

✓ Total revenue is expected to increase in 2021 by 3.0% or $1,855,882.

✓ For 2021, the mill levy is 24.548; no change from last year.
Property taxes, of $25,905,266, represent 41% of the total 2021 budget. Staff is projecting an increase of 4.67% in assessed valuation for 2021, and growth of 3.30% for 2022, 3.20% for 2023 and 3.10% for 2024. When converted to assessed valuation, real property increased by 5.63%, as compared to an increase of 5.89% last year. The County Clerk will distribute the final assessed valuation at year-end.

Sales and Use Tax comprises 30% of total revenue in 2021 and is expected to rise 1.50%, in total for all categories, from 2020. Included in the 2021 budget is $18,689,500 and $18,413,900 in the 2020 estimated budget. Total collections in 2019 were 1.4% higher than 2018 and 1.5% lower than the 2019 estimated budget. The collections in 2019 for City sales and use taxes only were 2.2% higher than the 2018 actuals, and 0.7% lower than the 2019 Estimated budget.

Other Governmental Revenues total 29% of the budget, or $18,409,634. Included in this area are: franchise fees; taxes on motor and recreational vehicles; alcohol and gasoline taxes as distributed from the State; special assessment payments on bonded projects; contributions from other entities for major street projects; licenses and permits, fees for recreational activities or classes, and court fines/forfeitures.

*Expenditure Highlights*

- Expenditures for 2021 decreased by 4.9% or $3,420,000.

- Personnel Services will increase by 4.3% over the 2020 Estimated Budget, totaling $32,487,100 in 2021. A 3.9% factor has been applied to base wages to cover merits, promotions and career development changes. Also in 2021 are increases for health insurance, social security, unemployment payments, group life insurance, state pension plans and long-term disability plans.
Operating expenses, which include contractual services and commodities, has decreased by $254,300, or 2.0%, from the 2020 Estimated Budget. All types of building, vehicle, and liability insurance are expected to increase by $62,000, or 15.0%, from 2020. This increase has been offset by lower building maintenance repairs and changes in expendable equipment replacements.

Capital costs are projected to decrease by 22.4%, or $3,691,800, from 2020. Planned 2021 pay-as-you-go capital expenses include: Arterial & Residential street projects ($6,838,000); storm repair projects ($500,000); Park Improvement projects ($600,000); replace Ironwoods Lodge kitchen appliances & repainting of the Aquatic Center pool ($220,000); public art ($115,000); building and facility improvements ($215,000); and vehicle/equipment replacements ($1,989,000).

Debt is projected to decrease by 8.9%, or $809,800 from the 2020 Estimated Budget. The debt for the 2000 park improvements is paid in full in 2020; and no new general obligation debt issuance is planned for 2020. An issuance is planned for 2021 totaling $20,328,998, with the first payment beginning in 2022.

The activity for each budgeted fund is reflected in the following table.

<table>
<thead>
<tr>
<th>EXPENDITURE SUMMARY</th>
<th>All Budgeted Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FUND</strong></td>
<td>2019</td>
</tr>
<tr>
<td>General Purpose</td>
<td>$40,996,160</td>
</tr>
<tr>
<td>Special Revenue Funds</td>
<td></td>
</tr>
<tr>
<td>Special Alcohol</td>
<td>382,811</td>
</tr>
<tr>
<td>Special City St/Hwy</td>
<td>1,484,135</td>
</tr>
<tr>
<td>Special Parks/Rec</td>
<td>339,929</td>
</tr>
<tr>
<td>Special Law Enforce</td>
<td>0</td>
</tr>
<tr>
<td>Transient Guest Tax</td>
<td>0</td>
</tr>
<tr>
<td>Capital Project Funds</td>
<td></td>
</tr>
<tr>
<td>City Equipment</td>
<td>1,123,659</td>
</tr>
<tr>
<td>Street Improvements</td>
<td>3,629,998</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>1,192,792</td>
</tr>
<tr>
<td>1/8 Cent Sales Tax</td>
<td>1,125,778</td>
</tr>
<tr>
<td>City Capital Art</td>
<td>105,288</td>
</tr>
<tr>
<td>Park Impact</td>
<td>0</td>
</tr>
<tr>
<td>Public Art Impact</td>
<td>3,000</td>
</tr>
<tr>
<td>135th St Corridor Impact</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>11,466,239</td>
</tr>
<tr>
<td><strong>TOTAL BUDGETED FUNDS</strong></td>
<td><strong>$61,789,789</strong></td>
</tr>
</tbody>
</table>
FUND HIGHLIGHTS

General Fund

The General Fund is the principal fund of the City, accounting for all financial transactions not accounted for in other funds. Anticipated revenue in 2021 is $50,163,400 with the largest source coming from property tax collections. The General Fund expenditures, of $54,020,700, comprise 73.3% of expenses planned for all budgeted funds. The majority of the total expenses in the General Fund, or 60%, is for the payment of wages and benefits for the City’s employees. Other notable spending planned for 2021 from the General Fund include:

- $13,200 within the Fire Department for re-accreditation expenses.
- $120,000 to replace the existing garage doors at Fire Stations #2 and #3.
- $384,200 for the lease purchase payment for a Quint replaced in 2019, and a Fire platform truck and two Fire pumper replaced in 2016 and 2011.
- $305,500 in the Police Department to replace 5 Patrol vehicles, 2 Investigation vehicles & 1 motorcycle.
- $75,000 in the Police Department to pay Johnson County Sheriff’s Office for prisoner holding expense; and $65,000 to pay for the outside management of the school crossing guard program.
- $15,000 in Public Works for annual tree limb removal to be used after major weather events.
- $70,000 for culvert cleaning; $12,000 for Operation Green light; and $14,000 to update the traffic model and GASB streets/storm water.
- $340,000 in Public Works for the third and final year to replace streetlights on State Line from 103rd to northern city limits.
- $600,000 in Public Works to replace 3 dump bodies, 2 pickup trucks, a message board, an EZ melter machine, two-way radios, a color cutter/plotter/scanner and a brine system w/saddle tanks.
- A total of $100,000 in Park Maintenance for contractual and in-house trail repairs; and $25,000 for tree/shrub plantings.
- $419,500 for the replacement of mowing and landscape care equipment for the Golf Course.
- $57,900 for the first year payment of a 4-year lease for golf carts at the Ironhorse Golf Course.

Special Revenue Funds

Leawood has five budgeted Special Revenue Funds: the Special Alcohol Fund, the Special City/County Highway Fund, the Special Parks & Recreation Fund, the Special Law Enforcement Fund, and the Special Transient Guest Tax Fund. Special Revenue Funds are used to account for revenue derived from specific taxes, governmental grants or other revenue sources, which are designed to finance particular functions or activities of the City.

The Alcohol Fund for 2021 includes a transfer of $262,000 to the General Fund which will help offset the cost of the Leawood D.A.R.E. program; a total of $325,000 to the Johnson County Drug and Alcohol Awareness Council; $25,000 for a countywide co-responder for police needs; and $15,000 for local after-prom and after-graduation events. The Special City County Highway Fund includes $1,660,000 for mill and overlay repairs. The Special Parks & Recreation Fund will finance
100% of the park improvements, or $600,000, as identified in the Parks Master plan in 2021. The Special Law Enforcement Fund collects the City’s share of forfeiture monies and can be used for police equipment. It is estimated that expenses may be approximately $28,200 between 2020 and 2021. The Special Transient Guest Tax Fund consists of quarterly hotel tax payments disbursed from the State. The current transient guest tax rate is 8%.

**Capital Project Funds**
The Governing Body continues its commitment to capital investments. Capital Funds coordinate resources used for the acquisition and/or construction of capital projects or equipment or other fixed assets or infrastructure improvements, not being financed by other funds. The City has eight capital funds, which include: the City Equipment fund; the Street Improvements fund; the Capital Improvements fund; the 1/8-Cent Sales Tax (storm & street repairs) fund; the City Capital Art fund; and three impact fee funds for parks, public art, and the improvements along the 135th Street corridor. In fiscal year 2021, the Capital Improvement Program totals $12.8 million dollars. These funds are used to replace and to purchase new capital equipment, for improvements and additions to municipal facilities, storm drainage, and street maintenance and repairs. This represents 19.5% of the total budget of $65,880,700, lower than the 23.8% in 2020.

![2021 PAYG Capital Expenditures](image)

**2021 PAYG Capital Expenditures**
*Total All Funds: $12.8 million*

- Public Works 65%
- Streets 55%
- Fire 2%
- Police 3%
- Admin 18%
- Parks & Recreation 12%
- Public Safety/Eco Dev 1%
- Buildings & Facilities 1%
- Equipment 1%
- Vehicles 5%
- Public Art 3%
- Park Maint 1%

**PERSONNEL HIGHLIGHTS**
♦ Personnel costs and benefits represent a 4.3% increase over the 2020 estimate. In the 2020 Estimated budget, three casual/seasonal positions were added, including: a 0.23 FTE Intern position to Planning; and two 0.25 FTE’s to the Cultural Arts & Theater programs in Parks/Recreation. A 0.31 FTE casual/seasonal position within the Parks/Rec Sports program was eliminated. Also in the 2020 Estimated budget, the part-time/on-call Firefighter positions, 0.69 FTE, were eliminated and a full-time Firefighter position was added.

♦ There are no personnel position changes, or new positions, in the 2021 Budget.

**Summary of Personnel**

<table>
<thead>
<tr>
<th>Year</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>256</td>
<td>258</td>
<td>261</td>
<td>262</td>
<td>262</td>
</tr>
<tr>
<td>FTE's</td>
<td>294.09</td>
<td>293.56</td>
<td>294.56</td>
<td>295.02</td>
<td>295.02</td>
</tr>
</tbody>
</table>
The 2021 budget provides funding for wages for current employees at a 3.9% above the 2020 estimated budget. No cost of living increases are budgeted; however, funds are included for performance increases, which can be granted by management using a range of 0.0% to 3.9%. The 2021 budget is projected conservatively and assumes full employment. The 2021 total budget for all types of wage payments (full-time, part-time, casual/seasonal, overtime and other) is projected to grow by a total of 3.4%, over the 2020 estimated budget wage base.

The City of Leawood Human Resources Department continues to collaborate with Blue Cross to increase awareness and education of healthy lifestyle choices among employees. A 10% growth in health insurance rates is anticipated in 2021; however, the actual change from the 2020 Estimate budget to 2021 is 11.4% due assumed full employment. A total of $3,996,827 is budgeted for 2021. All other benefits, including KPERS & KP&F, social security, disability, etc. increase by 4.0% from 2020 to 2021.

Contribution rates for both the Kansas Public Employees Retirement System (KPERS) and the Kansas Police and Fire (KP&F) employees are projected to increase in 2021. The 2021 budget includes the KPERS employer rate changing from 9.61% to 9.87%; and the KP&F rate from 21.93% to 22.80%. The contribution rate for employees in the KPERS system is 6.00% and 7.15% for KP&F employees. For the year ended June 30, 2019, KPERS 25-year investment return average was 8.40 percent, exceeding the 7.75 percent target. The valuation showed the System’s funded ratio remained constant at 68%, but still below the 80% target which is expected for public pension plans. While the system does not have an immediate crisis, long-term funding requires ongoing, careful oversight. At the close of the 2019 fiscal year, projections show the unfunded actuarial liability will extinguish in 2033 as scheduled. However, to meet this projection, continued funding improvement hinges on meeting the investment return target over time and consistent funding with increasing employer contributions to match actuarial funding requirements.

Historically, the City has been a trustee in a workers' compensation trust (Kansas Eastern Region Insurance Trust), which has been effective in helping to manage work-related injuries and illnesses. The trust allows the City to directly benefit when its experience rate decreases. In 2019, the City paid a total premium of $241,038 for workers compensation to KERIT; and later in the year, received a dividend in the amount of $53,184 because of a successful safety program and capable claims management for prior claim years. These dividends are not guaranteed. The 2021 Budget includes $226,000 for the annual KERIT payment, with $252,000 in 2020.

LONG TERM STRATEGIC FINANCIAL PLANNING
The City's financial planning model includes several long-term strategic assumptions. These assumptions are linked to operating and capital projections. Modeling helps to assure decisions made today can be funded tomorrow. The assumptions used in the model include:
Demographic/Geographic Assumptions:
✓ Population will grow at .5% annually; for 2021, it is estimated at 35,629. The 2010 Census assigned Leawood a population of 31,867.

Revenue Assumptions:
✓ No Mil Levy increases are included in the financial planning model.
✓ Assessed Valuation projections of 4.67% for 2021; 3.30% in 2022; 3.20% - 3.10% thereafter.
✓ All Sales and Use tax categories are projecting revenue growth of 1.50% for 2021; followed by 1.75% in 2022 and 2.00% thereafter.
✓ All other revenue annual growth of 2.0% to 3.0% each year.
✓ Interest Income of .6% in 2021; and 1.0% - 2.0% in 2022-2026.

Expenditure Assumptions:
✓ The financial planning model does not include the addition of new positions.
✓ The financial planning model reflects annual salary increases, based on performance, at a maximum of 3.9% in each year.
✓ Growth in health insurance rates beginning at 10.50% in 2022 and increasing slightly each year to 11.50% in 2026, in the model.
✓ Benefit growth of 5.80% in 2022; increasing each year to 6.00% in 2026, in the model.
✓ Contractual Services and Commodities for 2022-2026, growth at 1.5% annually.

Debt-Financed Capital Programs:
✓ The 2021-2025 Capital Improvement Program (C.I.P.), was approved by the Governing Body in July, 2020. A total of $70.7m in project costs, with Leawood assuming 98%, are included.
✓ Phase III of the Accelerated Street Reconstruction Program will not occur in 2021 as planned, but will resume in 2023 and continue every other year with $3.0million. This program is financed with long-term debt.
✓ The debt-financed Stormwater Improvements Program began in 2018 with $3.0 million and continues every other year, with the amount increasing to $3.5 million in 2022. The replacement program will address over 105,000 linear feet of pipe. This program will continue every other year until all expenditures reach $35 million.
✓ Continuing in the C.I.P. are the inclusion of several projects to bury overhead power lines. These debt-financed improvements will be completed in conjunction with planned PAYG arterial street projects.

FINANCIAL POSITION
At the close of 2021, the City’s operating reserves are expected to be at 55% of expenditures, which is above the minimum set by the Governing Body. Reserves are established for three purposes: cash flow, natural emergencies, and large pay-as-you-go capital projects.
Leawood continues to be in a fortunate position and have good reserves. As major pay-as-you-go capital projects are completed, it is projected that the reserves over the next seven years will continue to be above the 11% goal. As discussed in the Budget & Financial Policies section of this document, Leawood’s minimum policy is to have at least 8.33% on hand at all times.

Debt reserves are maintained to deal with a variety of issues. These total $7,707,000 in the 2021 Budget or 99% of debt service expenditures. This reserve level provides a financial cushion for the City for any unanticipated change in the economy, lower revenue collections, as well as to add a layer of protection should special benefit tax payments become delinquent. Excellent reserve levels provide financial security for all stakeholders.

Each year the City staff and the City Council carefully review the capital improvements to be debt financed. With this process, there is a clear understanding that the capital obligations made today will be balanced against the cost and the service levels provided in the future.
I would like to take this opportunity to thank Mayor Dunn and the City Council for their consistent and positive approach to sustaining growth in a professional and straightforward manner. The Council goals incorporate continued direction for the future of the City, while being ever mindful of maintaining the financial integrity of the City and its core reserves.

The preparation of the Annual Budget is a team approach that maintains and enhances key services while working within financial constraints. The involvement of the Management Team and their support staff demonstrates commitment to this process. Special acknowledgments to Dawn Long, Finance Director and Kathy Byard, Budget Manager for their efforts in preparing this document.

Respectfully submitted,

Scott Lambers
City Administrator
# Budget Summary by Year

Listed below are the funding sources and expenditures for the 2021 Budgeted Funds, by fund type. Included in Special Revenue Funds are Alcohol, Special City Highway, Special Parks, Special Law Enforcement, and Transient Guest Tax Funds. Included in Capital Funds are City Equipment, Street Improvement, Capital Improvements, 1/8 Cent Sales, Park Impact Fee, City Capital Art, Public Art Impact and the 135th Street Corridor Impact. This presentation does not include transfers in/out between funds.

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$46,946,960</td>
<td>$50,477,582</td>
<td>$42,325,400</td>
<td>-16.2%</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes</td>
<td>23,283,361</td>
<td>25,034,627</td>
<td>25,905,266</td>
<td>3.5%</td>
</tr>
<tr>
<td>Sales &amp; Use Taxes</td>
<td>18,412,835</td>
<td>18,413,900</td>
<td>18,689,500</td>
<td>1.5%</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>3,404,815</td>
<td>3,510,000</td>
<td>3,510,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>4,957,033</td>
<td>4,880,048</td>
<td>4,862,843</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Grants</td>
<td>2,805,307</td>
<td>2,567,000</td>
<td>2,225,500</td>
<td>-13.3%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,877,546</td>
<td>1,180,500</td>
<td>1,470,500</td>
<td>24.6%</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>1,239,576</td>
<td>1,200,000</td>
<td>1,100,000</td>
<td>-8.3%</td>
</tr>
<tr>
<td>Charges for Service</td>
<td>2,913,372</td>
<td>2,013,900</td>
<td>3,057,800</td>
<td>51.8%</td>
</tr>
<tr>
<td>Special Assessments</td>
<td>1,309,131</td>
<td>1,583,803</td>
<td>1,300,649</td>
<td>-17.9%</td>
</tr>
<tr>
<td>All Other</td>
<td>5,097,339</td>
<td>764,740</td>
<td>882,376</td>
<td>15.4%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$65,300,315</td>
<td>$61,148,518</td>
<td>$63,004,400</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

| **Expenditures**  |             |               |             |          |
| **by Department** |             |               |             |          |
| Administration    | 12,641,271  | 11,885,881    | 11,936,381  | 0.4%     |
| Police            | 9,734,354   | 11,213,300    | 11,371,100  | 1.4%     |
| Fire              | 8,249,961   | 8,485,335     | 9,090,104   | 7.1%     |
| Public Works      | 22,286,258  | 25,288,097    | 23,282,245  | -7.9%    |
| Parks, Recreation, Arts | 8,877,945 | 12,428,087    | 10,200,870  | -17.9%   |
| **Total**         | $61,789,789 | $69,300,700   | $65,880,700 | -4.9%    |

| **by Character**  |             |               |             |          |
| Personnel Services| 30,004,641  | 31,151,200    | 32,487,100  | 4.3%     |
| Contractual Services | 6,404,614 | 9,077,900     | 8,875,200   | -2.2%    |
| Commodities       | 2,468,951   | 3,522,700     | 3,471,100   | -1.5%    |
| Capital           | 11,110,154  | 16,485,600    | 12,793,800  | -22.4%   |
| Debt Service      | 11,801,429  | 9,063,300     | 8,253,500   | -8.9%    |
| **Total**         | $61,789,789 | $69,300,700   | $65,880,700 | -4.9%    |

| **Revenues Over (Under) Expenditures** | 3,510,526 | (8,152,182) | (2,876,300) |
| **Ending Fund Balance**                | $50,477,582 | $42,325,400 | $39,449,100 | -6.8%    |
Revenues for all budgeted funds in the 2021 Budget are projected to increase by 3.0% from the 2020 Estimated Budget. The areas projecting decreases are: Special Assessments (17.9%), Grants (13.3%), Fines & Forfeitures (8.3%), and Other Taxes (0.4%). The principal debt balance of Special Assessment projects continue to decrease as no new special assessment debt has been assumed for several years. The Grants decrease is due to the County SMAC funded projects and shared costs from other jurisdictions for the Arterial street program. The projection for 2020 fines and forfeitures is lower due to lower actual collections in previous years. The Charges for Services category reflects the largest increase, 51.8%, due to a recovery of lower revenue collections assumed for 2020. Some of the larger revenue categories are:

**Property Tax, 41%**: Total property taxes for 2021 are budgeted at $25,905,266 and comprise 41% of all City revenues. Staff is projecting a 4.67% increase in assessed valuation for 2021, and growth of 3.30% for 2022, 3.20% for 2023 and 3.10% for 2024. In early 2020, the County Appraiser projected that Leawood’s market value had increased by 6.26% as compared to 7.20% last year. Using this information, when converted to assessed valuation, real property increased by 4.63%, as compared to 5.83% last year.

**Sales and Use Taxes, 30%**: Sales tax revenue represents 30% of total 2021 revenue. This category includes the 1-cent City sales tax, County sales tax, the 1/8-cent sales tax, City & County use taxes, and the .25 special county sales taxes. The 2020 Estimated Budget for both City and County sales and compensating use taxes is expected to remain constant to the 2019 actuals. The 2021 Budget anticipates that these areas will increase by 1.50% over the 2020 estimate; followed by 1.75% in 2022 and 2.00% thereafter. The combined total for these areas is $18,689,500 in 2021.

**Other Taxes, 8%**: This category totals $4,862,843 in 2021 and comprises 8.0% of City revenues. Included are taxes on Motor Vehicles, the Gasoline Tax, and the Special Alcohol Tax. These revenue sources can be found in the General, Debt Service, Special Alcohol, Special Parks/Recreation and Special Highway Funds.

**Franchise Fees, 6%**: This category totals $3,510,000 in 2021, remaining unchanged from the 2020 estimate. Included are electricity, gas, telephone, cable and video franchise payments. This area is affected by several factors, such as weather, changes in rates, usage variances, and changes in technology and user demands.
Expenditures for all budgeted funds in the 2021 Budget are projected to decrease 4.9% from the 2020 Estimated Budget. Highlights of each of the budget categories are shown below followed by expenditure activity for departments on the next page.

**Personnel, 49%**: Personnel Services will increase by 4.3% over the 2020 Estimated Budget, totaling $32,487,100 in 2021. A 3.9% factor has been applied to base wages to cover merits, promotions and career development changes. Also in 2021 are increases for health insurance, social security, unemployment payments, group life insurance, state pension plans and long-term disability plans.

**Operating, 19%**: Operating expenses, which include contractual services and commodities, has decreased by $254,300, or 2.2%, from the 2020 Estimated Budget. All types of building, vehicle, and liability insurance are expected to increase by $62,000, or 15.0%, from 2020. Other changes are expendable equipment replacements and minor building improvement projects.

**Capital, 20%**: Capital costs are projected to decrease by 22.4%, or $3,691,800, from 2020. Planned 2021 pay-as-you-go capital purchases/improvements include: Arterial and Residential street projects ($6,838,000); storm repair projects ($500,000); Park improvement projects ($600,000); replace Ironwoods Lodge kitchen appliances & repainting of the Aquatic Center pool ($220,000); public art ($115,000); building and facility improvements ($215,000); and vehicle/equipment replacements ($1,989,000).

**Debt Service, 12%**: Debt is projected to decrease by 8.9%, or $809,800 from the 2020 Estimated Budget. The debt for the 2000 park improvements is paid in full in 2020; and no new general obligation debt issuance is planned for 2020. An issuance is planned for 2021 totaling $20,328,998, with the first payment beginning in 2022.
**Administration & General Operations, 18%**: Expenditures in these two areas are projected to be slightly higher, or $50,500, more than 2020. The increase is due to an anticipated 15% increase in building/property/vehicle/other insurance; planned wage/benefit changes, and year-to-year fluctuations in expendable equipment replacements. These are offset by decreases in the capital category.

**Police, 17%**: The Police Department projected expenditures will increase by $157,800, or 1.0%, from the 2020 estimate. Decreases in capital equipment/vehicle and expendable equipment replacements are offset by planned increases wage and benefit changes and assumed full-staffing. Other planned expenditures include contractual and shared contracts; communication systems with other metropolitan agencies; utilities and operating costs for the Justice Center; gasoline and vehicle repairs; expendable equipment replacements; and officer training.

**Fire, 14%**: The Fire Department budget is $604,769 higher, or 7.1%, in 2021 over the 2020 estimate. Increases include $301,700 for planned wage and benefit changes; $13,200 for re-accreditation expenses; and $120,000 in capital to replace the garage doors at Fire Stations #2 and #3.

**Public Works, 35%**: The Public Works department is projecting a decrease of 7.9%, or $2,005,852, from 2020. Increases are included in 2021 for planned wage/benefit changes and higher operating expenses, such as expendable equipment and minor building repairs. Capital decreases from 2020 due to lower street program costs, fewer storm repair projects, and less capital equipment/vehicle replacements. Also decreasing are Debt Service payments as no new General Obligation debt will be issued in 2020.

**Parks, Recreation & Arts, 16%**: A decrease of 17.9%, or $2,227,217, is reflected in Parks and Recreation from 2020. The largest decrease occurs in the Capital category for the completion of 2019 and 2020 planned park improvements; and the reduction of the annual park improvement funding from $1.0m to $0.6m. Also is a decrease for the full payment of the 2000 bonded park improvements. These are offset by increases for planned wage & benefit changes.
City of Leawood, Kansas
2021 Budget in Brief

City of Leawood
Budget Request by Department and Fund
For Fiscal Year 2021

<table>
<thead>
<tr>
<th></th>
<th>Administration</th>
<th>Police</th>
<th>Fire</th>
<th>Public Works</th>
<th>Parks</th>
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<td>743,500</td>
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<td>Public Art Impact Fee</td>
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<td>135th St Corridor Impact Fee Fund</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>6,877,345</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$11,633,100</strong></td>
<td><strong>$9,090,104</strong></td>
<td><strong>$23,782,245</strong></td>
<td><strong>$10,200,870</strong></td>
<td><strong>$73,623,800</strong></td>
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</tbody>
</table>

2021 Departmental Expenditures, by Fund Type

*Presentation does include transfers in/out between funds.

FINANCIAL OVERVIEW
MAJOR REVENUE HIGHLIGHTS

The 2021 budget is based on projected receipts of taxes, fees and other revenues with a total of $63,004,400. Major categories of City revenue, the projection assumptions and methodology are as follows:

Ad Valorem Property Tax

Comprising 41% of City revenue, fiscal year 2021 ad valorem property tax receipts are estimated at $25,905,266. Property taxes are collected on the assessed valuation of taxable real and tangible personal property. The Office of the Johnson County Clerk provides the estimated assessed valuation used in budget preparation. The assessed valuation for the 2021 budget is $1,064,931,046 for Leawood, 4.67% higher than the 2020 certification of $1,016,446,539. Estimated projections are received from the County Clerk on June 15th and certified by year-end. The chart below graphically shows Leawood’s assessed valuation.

This revenue projection reflects property taxes for both the General and Debt Service funds. Based upon the projected assessed valuation, the mill levy is then calculated to provide the needed property tax revenue for each of these funds. In 2021, the General Fund portion is budgeted to increase from 18.881 mills to 19.481 mills, and conversely, the Debt Service Fund is budgeted to decrease from 5.667 mills to 5.067. The total mill levy for Leawood’s 2021 budget is 24.548.

City Sales Tax

Comprising 16.0% of the General Fund revenues and being the second largest source of General Fund revenue, City sales tax receipts for 2021 are projected to be $7,541,700, an increase of 1.50% over the 2020 Estimated Budget. The original 2020 budget for the 1% City sales tax was $7,814,400. City sales tax collections for 2019 were $7,429,676, lower than projections by 2.9% but 0.8% higher than the previous year collections.

County Retail Sales Tax

County retail tax collections are projected at $4,361,400 for 2021 or a 1.50% increase over the 2020 Estimated Budget of $4,297,000. Collections for 2019 were $4,297,066 or 1.3% lower than the 2018 receipts of $4,352,255.
1/8-Cent Sales Tax
In July 2000, the City began collecting a 1/8-cent sales tax, which was to be used to accelerate repairs to residential streets and City stormwater projects. Initially this tax was effective for five years; voters approved an extension for five more years in August 2004 until 2010; and again in August 2008 for an additional five years until 2015. Another extension was approved in November 2014 extending it until 2021. It will be placed on the November 2020 ballot for another seven-year extension. In 2021, staff recommends $500,000 for accelerated street repairs and $500,000 for a portion of the SMAC storm project North of I-435, Mission Farms. The 2020 Estimated Budget includes four storm projects are planned including the completion of the Waterford storm and Patrician Woods storm projects; engineering of the N of I-435/Mission Farms project; and a joint stormwater project with Prairie Village, KS. In some cases, a carryover is reserved until the next year to ensure that funding is available for the total cost of a project, thus causing fluctuations year to year for these repairs.

Total Sales & Local Use Taxes
The total sales tax paid in Leawood is 9.100%. The City receives 1.125%. One percent to provide for City services and 0.125% for City street and stormwater repairs (1/8-Cent Sales Tax). In the Park Place TDD development district and the Camelot Court CID area, the total sales tax is 1% higher, or 10.100%. The additional sales tax is used to pay for transportation-related or infrastructure improvements in these TDD (Transportation Development District) or CID (Community Improvement District) designated areas.

The State of Kansas receives 6.500% of the total sales tax paid and Johnson County receives 1.475%. Of this, 0.85% provides for county services, stormwater, and public safety. Another 0.125% provides funds for the Johnson County Education Research Triangle. This partnership supports bioscience research and education at existing and planned University of Kansas and Kansas State University facilities in Johnson County, KS. There is no end date for this tax.

Another part is the 0.25% county Public Safety II sales tax, which originally began as an economic development sales tax in January 2003 and was renewed in September 2005 for three years. In August 2008, this sales tax was again approved by voters with no sunset provision. The last part of County sales tax is a 0.25% county Court-house/Coroner Facility sales tax, which began on April 1, 2017. The revenue from this tax will construct those two facilities for the County and will end on March 31, 2027. As with any County sales tax, cities receive a calculated portion. When received, the 0.25% Public Safety sales tax will be placed into the Public Safety fund; and the 0.25% county Courthouse/Coroner Facility sales tax will be placed into the Economic Development fund.

Included in the 2021 Budget is $18,689,500 for total sales taxes and $18,413,900 in the 2020 Estimated Budget. It is anticipated that all sales tax areas will increase by 1.50% from 2020 to 2021. The 2019 collections, of $18,412,835, were 1.4% higher than the 2018 collections.

Special Assessments
Special assessment revenue is the result of a compulsory levy made against certain properties to defray part of, or all of, the cost of a specific improvement deemed to primarily benefit those properties. Typically, the amount assessed each year to the property owners is the amount of the annual principal and interest debt due in that year. Once the assessment has been paid and received by the City, the debt payments can be made. Currently, the City has thirteen special assessment general obligation debt projects. No projects are planned for the 2021-2025 capital planning period. The 2021 Budget includes $1,290,649 in special assessment revenue.
Gasoline Tax
This revenue represents a distribution from the State. Currently, a 24-cent/gallon tax is charged on motor vehicle fuel and a 26-cent/gallon tax on special fuel. The collections are then divided among the County Equalization/Adjustment fund, the State Freeway fund, and the Special City and County Highway fund. From the amount allocated to the Special City and County Highway fund, 57% is allocated to Johnson County and the remaining 43% is distributed to the cities within the county, based on per capita. These funds are to be used specifically for street related expenditures and must be placed in a special revenue fund. The 2021 Budget has projected $783,380 for this revenue source, and $891,850 in 2020.

Alcohol Tax
The State levies a 10% surtax on the sale of all alcoholic beverages sold by any club, ceterer or drinking establishment. Of the taxes paid within City limits, 70% are returned to the respective cities and must be allocated 1/3 each to each of the following funds: General, Special Park & Recreation and Special Alcohol. The amount in the Special Park & Recreation fund must be used for the purchase, establishment, maintenance or expansion of services, programs and facilities, all park related. The Special Alcohol portion can be used only for the purchase, establishment, maintenance or expansion of services, education, and programs on alcoholism and drug prevention. The 2021 Budget has projected a total of $1,518,654 for this revenue source, or $506,218 for each of the three funds. The projections are received from the League of Kansas Municipalities annually.

Franchise Fees
Franchise fees represent a tax levied on utility companies that service Leawood. The tax is based on the utility company’s gross receipts and is typically passed onto the consumer. Currently the franchise fee levied on utility companies (telephone, electric, gas, cable, video franchise) is 5%. Comprising 5.6% of total revenues, this category totals $3,510,000 in both the 2021 and 2020 estimated budgets.

There is some uncertainty involved with these projections as they are based on a combination of rate increases, usage and weather conditions. Collections in 2019 were $3,404,815 and 3.3% lower than the 2018 receipts of $3,520,426.

Licenses and Permits
Licenses and Permits include a variety of building, occupation, and animal fees. The 2021 budget for this category is projected at $1,470,500 or 2.3% of total revenues. The 2020 estimated budget, of is lower due to lower projections at $1,180,500. The 2019 collections of $1,877,546 were 16% lower than the previous year collections of $2,232,002 primarily due to lower activity in new commercial and multi-family total construction permits. As the City's available and land space continues to decrease, so will this revenue source. Collections for new construction, as realized over the last couple of years, will eventually diminish in future years. Revenue will then consist primarily of permits issued on remodels, reconstruction and maintenance-related repairs.

FINANCIAL OVERVIEW
**Charges for Services**

This category reflects fees for park and recreation programs, including the Ironhorse Golf Club. The 2021 budget is $3,057,800, 51.8% higher than the 2020 estimate of $2,013,900. These are considerably lower due to the Covid19-related closures to events, classes, sporting activities, etc. Collections in 2019 were $2,913,372. Revenue sources include pool-related fees, nature center, sports, classes, Oxford School activities and golf, including rental revenue from the Ironhorse Golf Vista 154 event space.

**Fines and Forfeitures**

The 2021 Budget includes $1,100,000 for traffic and court-related fines, and $1,200,000 in 2020. A total of $1,239,576 was collected in 2019, 3.3% lower than the 2018 collections of $1,281,332.

**All Funds Revenue**

General Fund revenue is projected to increase by 6.2% in 2021 within Charges for Service, Licenses/Permits and Other primarily to a recovery of the revenue projected to be less in 2020 due to Covid19 effects. The Debt Service Fund projects a decrease of 9.5% due to less property tax and special assessment revenue. Special Revenue fund revenue decreases due to lower Alcohol Tax, Transient Guest Tax and Gasoline Tax receipts. The total of all Capital funds is expected to decrease by 2.1% in 2021 due to less County and/or other shared reimbursements for Arterial street projects. The graph below provides a visual view of the budgeted funds in the 2021 budget. Revenues for all budgeted funds in the 2021 Budget are projected to decrease by 3.0% from the 2020 Estimated Budget. These areas are projecting decreases: Special Assessments (17.9%); Grants (13.3%); Fines & Forfeitures (8.3%); and Other Taxes (0.4%). The principal debt balance of Special Assessment projects continue to decrease as no new special assessment debt has been assumed for several years. The Grants decrease is due to less County SMAC funded projects and shared costs from other jurisdictions for the Arterial street program. The projection for 2021 fines and forfeitures is lower due to lower actual collections in previous years. The Charges for Services category reflects the largest increase, 51.8%, due to growth from Covid19 reductions in 2020.

<table>
<thead>
<tr>
<th>REVENUE SUMMARY, All Budgeted Funds</th>
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<tbody>
<tr>
<td>FUND</td>
</tr>
<tr>
<td>------------------------------------</td>
</tr>
<tr>
<td>General Purpose</td>
</tr>
<tr>
<td>Special Revenue Funds</td>
</tr>
<tr>
<td>Special Alcohol</td>
</tr>
<tr>
<td>Special City St/Hwy</td>
</tr>
<tr>
<td>Special Parks/Rec</td>
</tr>
<tr>
<td>Special Law Enforce</td>
</tr>
<tr>
<td>Transient Guest Tax</td>
</tr>
<tr>
<td>Capital Project Funds</td>
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<tr>
<td>City Equipment</td>
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<td>Street Improvements</td>
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<tr>
<td>Capital Improvements</td>
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<tr>
<td>1/8 Cent Sales Tax</td>
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<tr>
<td>City Capital Art</td>
</tr>
<tr>
<td>Park Impact</td>
</tr>
<tr>
<td>Public Art Impact</td>
</tr>
<tr>
<td>135th St Corridor Impact</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
</tr>
</tbody>
</table>

The City continues to have a diversified revenue base. The largest category, 41%, comes from property taxes; followed by sales taxes of 30%; and lastly other governmental revenue of 29%, which includes franchise fees, licenses, permits and charges for services.
SALES TAX HISTORY

The City levies a 1.125-cent local option sales and use tax on all applicable goods and services purchased or provided within the City. The total sales tax paid in Leawood, excluding the special districts, is 9.100%. Besides the City’s 1.125-cent tax, the State levies a 6.500-cent tax, Johnson County levies a 1.350-cent tax, and the Johnson County Education Research Triangle levies a 0.125-cent tax. The City has two special districts: one Transportation Development District (TDD); and one Community Improvement District (CID) each of which levies an additional 1.00% sales tax.

<table>
<thead>
<tr>
<th>Year</th>
<th>City Retail Sales Tax $</th>
<th>County Retail Sales Tax $</th>
<th>1/8-Cent Sales Tax $</th>
<th>City Compensating Use Tax $</th>
<th>County Compensating Use Tax $</th>
<th>County Public Safety II .25% Tax $</th>
<th>County County/Coroner .25% Tax $</th>
<th>TOTAL $</th>
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<tbody>
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<td>$1,068,500</td>
<td>$1,068,500</td>
<td>$18,689,500</td>
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</table>

* Not included in the total are the 1-cent sales tax projections for the City's two Special Districts.
** These funds are placed into non-budgeted capital funds and reserved for public safety expenditures and/or economic development.

City sales and City compensating use taxes are a major source of revenue for the City. Without it, the City mill levy would have to increase 9.64 mills in 2021 to compensate for lost revenues or City-provided services would need to be reduced.

FINANCIAL OVERVIEW
GENERAL FUND REVENUES

The General Fund revenues are projected to increase 6.2% from the 2020 estimate to a total of $50,163,400 in 2021. The only category showing a decrease is Fines & Forfeitures. The largest increase is reflected in the Charges for Services category due to the Covid19-related closures to events, classes, sporting activities in 2020. Other increases are planned in Licenses/Permits and the All Other categories. The General Fund revenues are as follows:

<table>
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<th>Category</th>
<th>2019 Actual</th>
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<td>Property Taxes</td>
<td>$ 17,030,086</td>
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<td>Sales/Use Taxes</td>
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<td>3,510,000</td>
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<td>Other Taxes</td>
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<td>4,935</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,463,219</td>
<td>1,180,500</td>
<td>1,470,500</td>
<td>24.6%</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>1,239,576</td>
<td>1,200,000</td>
<td>1,100,000</td>
<td>-8.3%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>2,913,372</td>
<td>2,013,900</td>
<td>3,057,800</td>
<td>51.8%</td>
</tr>
<tr>
<td>All Other</td>
<td>1,487,153</td>
<td>239,307</td>
<td>318,619</td>
<td>33.1%</td>
</tr>
<tr>
<td>Transfers In</td>
<td>1,252,000</td>
<td>257,000</td>
<td>262,000</td>
<td>1.9%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 48,070,189</strong></td>
<td><strong>$ 47,222,432</strong></td>
<td><strong>$ 50,163,400</strong></td>
<td><strong>6.2%</strong></td>
</tr>
</tbody>
</table>

General Fund Revenue Trends

- Property Taxes
- Sales/Use Taxes
- Other Taxes
- Franchise Fees
- Grants
- Fines & Forfeitures
- Charges for Services
- Licenses & Permits
- All Other Revenue

-23-
FINANCIAL OVERVIEW
EXPENDITURE HIGHLIGHTS

Total expenditures, for all funds, are expected to be $65,880,700 in 2021. Total governmental expenditures for 2021 are budgeted as follows:

### EXPENDITURE SUMMARY, All Budgeted Funds

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>2019 Actual</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Operations</td>
<td>$6,601,293</td>
<td>$5,231,681</td>
<td>$5,152,981</td>
<td>-0.7%</td>
</tr>
<tr>
<td>City Administration</td>
<td>$49,881</td>
<td>$79,400</td>
<td>$63,800</td>
<td>6.8%</td>
</tr>
<tr>
<td>Finance</td>
<td>$792,542</td>
<td>$108,200</td>
<td>$94,900</td>
<td>3.9%</td>
</tr>
<tr>
<td>Information Services</td>
<td>$1,236,634</td>
<td>$1,431,900</td>
<td>$1,386,900</td>
<td>-5.0%</td>
</tr>
<tr>
<td>Human Resources</td>
<td>$611,929</td>
<td>$700,800</td>
<td>$702,100</td>
<td>1.6%</td>
</tr>
<tr>
<td>Legal Services</td>
<td>$558,711</td>
<td>$51,000</td>
<td>$62,300</td>
<td>1.8%</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>$798,299</td>
<td>$707,700</td>
<td>$686,200</td>
<td>-3.3%</td>
</tr>
<tr>
<td>Community Development</td>
<td>$1,630,982</td>
<td>$1,715,000</td>
<td>$1,773,200</td>
<td>3.4%</td>
</tr>
<tr>
<td>Public Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>$9,734,354</td>
<td>$11,213,300</td>
<td>$11,371,100</td>
<td>1.4%</td>
</tr>
<tr>
<td>Fire</td>
<td>$8,249,951</td>
<td>$8,485,355</td>
<td>$9,090,104</td>
<td>7.1%</td>
</tr>
<tr>
<td>Public Works</td>
<td>$17,984,315</td>
<td>$19,988,650</td>
<td>$20,461,204</td>
<td>2.5%</td>
</tr>
<tr>
<td>Parks, Recreation &amp; Arts</td>
<td>$22,286,258</td>
<td>$25,788,097</td>
<td>$23,822,345</td>
<td>7.9%</td>
</tr>
<tr>
<td>TOTAL BUDGETED FUNDS</td>
<td>$61,780,789</td>
<td>$69,300,700</td>
<td>$68,880,700</td>
<td>-4.9%</td>
</tr>
</tbody>
</table>

Expenditures in the General Government departments, in 2021, are projected to be slightly higher, by 0.4%, than 2020. The increase is due to an anticipated 1.5% increase in building/property/vehicle/other insurance; planned wage/benefit changes, and year-to-year fluctuations in expendable equipment replacements. These are offset by decreases in the capital category.

The Police Department projected expenditures will increase by $157,800, or 1.4%, from the 2020 estimate. Decreases in capital equipment/vehicle and expendable equipment replacements are offset by planned increases wage and benefit changes and assumed full-staffing.

The Fire Department budget is $604,769 higher, or 7.1%, in 2021 over the 2020 estimate. Increases include $301,700 for planned wage and benefit changes; $13,200 for re-accreditation expenses; and $120,000 in capital to replace the garage doors at Fire Stations #2 and #3.

The Public Works department is projecting a decrease of 7.9%, or $2,005,852, from 2020. Increases are included in 2021 for planned wage/benefit changes and higher operating expenses, such as expendable equipment and minor building repairs. Capital decreases from 2020 due to lower street program costs, fewer storm repair projects, and less capital equipment/vehicle replacements. Also decreasing are Debt Service payments as no new General Obligation debt will be issued in 2020.

A decrease of 17.9%, or $2,227,217, is reflected in Parks and Recreation from 2020. The largest decrease occurs in the Capital category for the completion of 2019 and 2020 planned park improvements; and the reduction of the annual park improvement funding from $1.0m to $0.6m. Also is a decrease for the full payment of the 2003 bonded park improvements. These are offset by increases for planned wage & benefit changes.
General Operations establishes policies, goals, and objectives to direct the staff in the provision of quality services to the public. Provides leadership, represents the City's best interests and encourages effective and timely action to achieve stated objectives. Seeks ways to encourage and expand citizen participation in local government. Accounts for citywide expenditures associated with multiple programs or departments.

**Council Priorities**

- To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.
- To promote development that sustains rather than depletes the community, that is fiscally sound, that contributes to a high quality of life, and that nourishes the community.
- To protect Leawood residents, visitors and businesses by providing quality police and homeland security services. To preserve life and property through excellence in training, community risk management, emergency preparedness and rapid emergency services response.
- To maintain the current infrastructure and to provide the highest quality new improvements where economic benefits clearly justify new investment.
- To promote a community that offers family-oriented activities and recreational and cultural opportunities that encourages and enhances the quality of life for citizens.
**Council Priorities**

To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

To promote development that sustains rather than depletes the community, that is fiscally sound, that contributes to a high quality of life, and that nourishes the community.

**Governing Body Goals For 2022-2026**

- Review fence permit procedures with area cities [2017].
- Plan Martin Luther King (MLK) recognition [2019].
- Explore possible public use of former Parks Facility before sale of property [2019].
- Review BZA approved-exemptions for placement of 6' fences [2020].
- Encourage home associations to place deed restrictions on City's web page. Compare Wallet.Hub criteria from past two years [2020].
- Establish subscriber requested citywide e-newsletter through Human Resources Department [2020].
- Establish annual Gezer Sister City event [2020].
- Work with Leawood Chamber of Commerce to improve recycling efforts of City's businesses [2020].
- Evaluate feasibility/scope of Activity Center at Town Center Drive and Roe Avenue [2015].
# ADMINISTRATION

**Budget: $6.7M  Positions: 43.41**

<table>
<thead>
<tr>
<th>Expenditures by Department</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Administration</td>
<td>649,881</td>
<td>623,300</td>
<td>579,400</td>
<td>618,800</td>
</tr>
<tr>
<td>Finance</td>
<td>792,542</td>
<td>906,100</td>
<td>908,200</td>
<td>943,900</td>
</tr>
<tr>
<td>Information Services</td>
<td>1,216,634</td>
<td>1,322,300</td>
<td>1,431,900</td>
<td>1,388,900</td>
</tr>
<tr>
<td>Human Resources</td>
<td>611,929</td>
<td>684,300</td>
<td>690,800</td>
<td>702,100</td>
</tr>
<tr>
<td>Legal Services</td>
<td>558,711</td>
<td>589,500</td>
<td>621,000</td>
<td>632,300</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>579,299</td>
<td>735,400</td>
<td>707,700</td>
<td>684,200</td>
</tr>
<tr>
<td>Community Development</td>
<td>1,630,982</td>
<td>1,776,100</td>
<td>1,715,000</td>
<td>1,773,200</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,039,978</strong></td>
<td><strong>$6,637,000</strong></td>
<td><strong>$6,654,000</strong></td>
<td><strong>$6,743,400</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures by Character</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>4,848,351</td>
<td>5,161,400</td>
<td>5,002,800</td>
<td>5,197,700</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>812,090</td>
<td>1,009,200</td>
<td>1,028,900</td>
<td>1,030,000</td>
</tr>
<tr>
<td>Commodities</td>
<td>172,249</td>
<td>271,400</td>
<td>278,200</td>
<td>320,700</td>
</tr>
<tr>
<td>Capital</td>
<td>207,288</td>
<td>195,000</td>
<td>344,100</td>
<td>195,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,039,978</strong></td>
<td><strong>$6,637,000</strong></td>
<td><strong>$6,654,000</strong></td>
<td><strong>$6,743,400</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures by Fund Type</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>5,832,690</td>
<td>6,442,000</td>
<td>6,309,900</td>
<td>6,548,400</td>
</tr>
<tr>
<td>Special Revenue</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital</td>
<td>207,288</td>
<td>195,000</td>
<td>344,100</td>
<td>195,000</td>
</tr>
<tr>
<td>Debt</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,039,978</strong></td>
<td><strong>$6,637,000</strong></td>
<td><strong>$6,654,000</strong></td>
<td><strong>$6,743,400</strong></td>
</tr>
</tbody>
</table>

| Full-Time Equivalents      | 43.18       | 43.18       | 43.41         | 43.41       |

<table>
<thead>
<tr>
<th>Exhibit: Revenue by Program</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk (Liquor Licenses)</td>
<td>15,150</td>
<td>15,500</td>
<td>7,500</td>
<td>15,500</td>
</tr>
<tr>
<td>Finance (Occupational &amp; Animal)</td>
<td>305,757</td>
<td>310,000</td>
<td>28,000</td>
<td>310,000</td>
</tr>
<tr>
<td>Municipal Court (Fines)</td>
<td>1,239,576</td>
<td>1,300,000</td>
<td>1,200,000</td>
<td>1,100,000</td>
</tr>
<tr>
<td>Planning (Zoning)</td>
<td>16,970</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Codes (Bldg Permits/Fees/Review)</td>
<td>877,121</td>
<td>991,000</td>
<td>911,000</td>
<td>911,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,454,574</strong></td>
<td><strong>$2,636,500</strong></td>
<td><strong>$2,166,500</strong></td>
<td><strong>$2,356,500</strong></td>
</tr>
</tbody>
</table>
POLICE
Budget: $11.4M  Positions: 84.23

Council Priorities

To protect Leawood residents, visitors and businesses by providing quality police and homeland security services.

To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

Governing Body Goals For 2022-2026

➢ Integrate upgrades and new improvements to City’s Trail System from Roe Avenue to Tomahawk Creek Parkway and safety of pedestrian crossing through median [2018].
➢ Continue to protect Leawood residents, visitors and businesses by providing quality police and homeland security services.
# POLICE

**Budget:** $11.4M  **Positions:** 84.23

<table>
<thead>
<tr>
<th>Year</th>
<th>Budget</th>
<th>Estimate</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Actual</td>
<td>2020</td>
<td>2021</td>
</tr>
</tbody>
</table>

## Expenditures by Program

<table>
<thead>
<tr>
<th>Program</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>2,207,314</td>
<td>2,698,300</td>
<td>2,709,700</td>
<td>2,585,900</td>
</tr>
<tr>
<td>Patrol and Traffic</td>
<td>4,668,722</td>
<td>5,813,600</td>
<td>5,384,700</td>
<td>5,527,400</td>
</tr>
<tr>
<td>Communications</td>
<td>1,192,165</td>
<td>1,287,400</td>
<td>1,225,700</td>
<td>1,300,400</td>
</tr>
<tr>
<td>Investigations</td>
<td>876,299</td>
<td>979,900</td>
<td>977,500</td>
<td>1,003,700</td>
</tr>
<tr>
<td>Records</td>
<td>182,453</td>
<td>206,900</td>
<td>209,500</td>
<td>219,700</td>
</tr>
<tr>
<td>DARE</td>
<td>356,885</td>
<td>379,500</td>
<td>375,800</td>
<td>389,900</td>
</tr>
<tr>
<td>Animal Control</td>
<td>250,516</td>
<td>309,600</td>
<td>330,400</td>
<td>344,100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$9,734,354</td>
<td>$11,675,200</td>
<td>$11,213,300</td>
<td>$11,371,100</td>
</tr>
</tbody>
</table>

## Expenditures by Character

<table>
<thead>
<tr>
<th>Character</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>8,628,739</td>
<td>9,377,200</td>
<td>8,889,100</td>
<td>9,374,100</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>708,800</td>
<td>1,088,100</td>
<td>1,117,700</td>
<td>1,118,700</td>
</tr>
<tr>
<td>Commodities</td>
<td>366,322</td>
<td>614,400</td>
<td>614,400</td>
<td>536,500</td>
</tr>
<tr>
<td>Capital</td>
<td>30,493</td>
<td>595,500</td>
<td>592,100</td>
<td>341,800</td>
</tr>
<tr>
<td>Debt Service</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$9,734,354</td>
<td>$11,675,200</td>
<td>$11,213,300</td>
<td>$11,371,100</td>
</tr>
</tbody>
</table>

## Expenditures by Fund Type

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>9,703,861</td>
<td>11,058,800</td>
<td>10,600,300</td>
<td>11,022,000</td>
</tr>
<tr>
<td>Special Revenue</td>
<td>-</td>
<td>20,900</td>
<td>20,900</td>
<td>7,300</td>
</tr>
<tr>
<td>Capital</td>
<td>30,493</td>
<td>595,500</td>
<td>592,100</td>
<td>341,800</td>
</tr>
<tr>
<td>Debt</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$9,734,354</td>
<td>$11,675,200</td>
<td>$11,213,300</td>
<td>$11,371,100</td>
</tr>
</tbody>
</table>

## Full-Time Equivalents

<table>
<thead>
<tr>
<th>Category</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioned Officers</td>
<td>62.00</td>
<td>62.00</td>
<td>62.00</td>
<td>62.00</td>
</tr>
</tbody>
</table>

## Exhibit: Revenue by Program

<table>
<thead>
<tr>
<th>Program</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm Fees</td>
<td>5,661</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Animal Control/Shelter Fees</td>
<td>155</td>
<td>1,500</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Dare/SRO Reimbursement</td>
<td>252,000</td>
<td>257,000</td>
<td>257,000</td>
<td>262,000</td>
</tr>
<tr>
<td>School Resource Fees</td>
<td>53,271</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$311,087</td>
<td>$314,500</td>
<td>$313,000</td>
<td>$318,000</td>
</tr>
</tbody>
</table>
FIRE
Budget: $9.1M Positions: 54.8

Council Priorities

To protect and preserve life and property through excellence in training, community risk management, emergency preparedness and rapid emergency services response.

To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

Governing Body Goals For 2022-2026

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

➢ To preserve life and property through excellence in training, community risk management, emergency preparedness and rapid emergency services response.
**FIRE**

Budget: $9.1M  Positions: 54.8

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures by Program</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>1,257,354</td>
<td>1,246,435</td>
<td>1,259,435</td>
<td>1,368,404</td>
</tr>
<tr>
<td>Fire Operations</td>
<td>6,702,135</td>
<td>7,190,000</td>
<td>6,885,000</td>
<td>7,395,100</td>
</tr>
<tr>
<td>Fire Prevention</td>
<td>290,472</td>
<td>335,000</td>
<td>340,900</td>
<td>326,600</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$8,249,961</td>
<td>$8,771,435</td>
<td>$8,485,335</td>
<td>$9,090,104</td>
</tr>
</tbody>
</table>

| **Expenditures by Character** |             |             |               |             |
| Personnel Services      | 7,040,081   | 7,379,800   | 7,120,600     | 7,422,300   |
| Contractual Services    | 343,840     | 373,300     | 368,800       | 350,100     |
| Commodities             | 198,031     | 302,900     | 312,700       | 368,400     |
| Capital                 | 100,037     | 61,000      | 21,000        | 185,000     |
| Debt Service            | 567,972     | 654,435     | 662,235       | 764,304     |
| **Total**               | $8,249,961  | $8,771,435  | $8,485,335    | $9,090,104  |

| **Expenditures by Fund Type** |             |             |               |             |
| General                 | 7,853,817   | 8,432,400   | 8,186,300     | 8,629,400   |
| Special Revenue          | -           | -           | -             | -           |
| Capital                  | 100,037     | 61,000      | 21,000        | 185,000     |
| Debt                     | 296,107     | 278,035     | 278,035       | 275,704     |
| **Total**                | $8,249,961  | $8,771,435  | $8,485,335    | $9,090,104  |

**Full-Time Equivalents**

<table>
<thead>
<tr>
<th></th>
<th>54.49</th>
<th>54.49</th>
<th>54.80</th>
<th>54.80</th>
</tr>
</thead>
</table>

- 34 -  

FIRE PROGRAM SUMMARY  
City of Leawood, KS – 2021 Budget-in-Brief
PUBLIC WORKS

Budget: $23.3M  Positions: 49.71

Council Priorities

To maintain the current infrastructure and to provide the highest quality new improvements where economic benefits clearly justify new investment.

To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

Governance Body Goals for 2022-2026

- Integrate upgrades and new improvements to City’s Trail System from Roe Ave to Tomahawk Creek Pkwy and pedestrian crossing through median [2018].
- Feasibility of installing signage at City entrances at Nall Avenue & 135th Street [2020].
- Evaluate/plan for bike way station along 143rd Street on property purchased by City [2020].
- Place natural barrier on west side of south lake on Tomahawk Creek Parkway to discourage geese population from accessing lake [2020].
- Evaluate land-use options for remaining undeveloped portion of City-owned property at 117th and Tomahawk Creek Parkway [2013].
- Evaluate feasibility/scope of Activity Center at Town Center Drive and Roe Avenue [2015].
## PUBLIC WORKS

**Budget:** $23.3M  **Positions:** 49.71

<table>
<thead>
<tr>
<th>Expenditures by Program</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>1,271,715</td>
<td>1,246,350</td>
<td>1,313,850</td>
<td>1,226,350</td>
</tr>
<tr>
<td>Street Maintenance</td>
<td>3,805,072</td>
<td>5,190,000</td>
<td>5,184,800</td>
<td>4,663,100</td>
</tr>
<tr>
<td>Street Improvement</td>
<td>11,924,226</td>
<td>11,227,834</td>
<td>10,598,434</td>
<td>12,765,103</td>
</tr>
<tr>
<td>Fleet Maintenance</td>
<td>603,133</td>
<td>750,100</td>
<td>699,000</td>
<td>732,700</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>1,555,682</td>
<td>1,300,000</td>
<td>1,466,000</td>
<td>996,100</td>
</tr>
<tr>
<td>Engineering</td>
<td>1,124,308</td>
<td>1,313,400</td>
<td>1,348,200</td>
<td>1,356,100</td>
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<tr>
<td>Stormwater Management</td>
<td>2,002,122</td>
<td>1,347,713</td>
<td>4,677,813</td>
<td>1,542,792</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$22,286,258</strong></td>
<td><strong>$22,375,397</strong></td>
<td><strong>$25,288,097</strong></td>
<td><strong>$23,282,245</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures by Character</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>4,446,305</td>
<td>4,839,100</td>
<td>4,585,000</td>
<td>4,702,100</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>1,407,184</td>
<td>2,172,100</td>
<td>2,109,200</td>
<td>2,055,200</td>
</tr>
<tr>
<td>Commodities</td>
<td>1,039,040</td>
<td>1,278,600</td>
<td>1,284,600</td>
<td>1,274,600</td>
</tr>
<tr>
<td>Capital</td>
<td>7,577,256</td>
<td>6,664,300</td>
<td>9,910,100</td>
<td>8,373,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>7,816,473</td>
<td>7,421,297</td>
<td>7,399,197</td>
<td>6,877,345</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$22,286,258</strong></td>
<td><strong>$22,375,397</strong></td>
<td><strong>$25,288,097</strong></td>
<td><strong>$23,282,245</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures by Fund Type</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>6,892,529</td>
<td>8,289,800</td>
<td>7,978,800</td>
<td>8,031,900</td>
</tr>
<tr>
<td>Special Revenue</td>
<td>1,484,135</td>
<td>1,720,300</td>
<td>2,012,000</td>
<td>1,660,900</td>
</tr>
<tr>
<td>Capital</td>
<td>6,093,121</td>
<td>4,944,000</td>
<td>7,898,100</td>
<td>6,712,100</td>
</tr>
<tr>
<td>Debt</td>
<td>7,816,473</td>
<td>7,421,297</td>
<td>7,399,197</td>
<td>6,877,345</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$22,286,258</strong></td>
<td><strong>$22,375,397</strong></td>
<td><strong>$25,288,097</strong></td>
<td><strong>$23,282,245</strong></td>
</tr>
</tbody>
</table>

| Full-Time Equivalents                   | 49.71       | 49.71       | 49.71         | 49.71       |

### Exhibit: Revenue by Program

- **County Participation**
  - **Streets**: 1,821,734, 1,235,000, 398,000, 2,225,500
  - **Stormwater**: 804,482, - , 2,169,000, -
  - **Engineering (Inspection Fees)**: 134,648, 110,000, 105,000, 105,000
  - **Special Assessments**: 1,309,131, 1,583,803, 1,583,803, 1,300,649

| Total                                    | 4,069,995   | 2,928,803   | 4,255,803     | 3,631,149   |
PARKS, RECREATION & CULTURAL ARTS
Budget: $10.2M  Positions: 62.87

Council Priorities
To promote a community that provides family-oriented activities, as well as recreational and cultural opportunities, to encourage and enhance the quality of life for all citizens.

To ensure that Leawood is fiscally responsible, while investing in the infrastructure of the City, modernizing the government, investing in human resources, and improving customer service.

Governing Body Goals For 2022-2026
- Integrate upgrades and new improvements to City's Trail System from Roe Avenue to Tomahawk Creek Parkway and pedestrian crossing through median [2018].
- Increase visibility of QR for art and how City's art pieces are acquired [2019].
- Encourage native plantings and removal of invasive species by City residents [2020].
- Expand diversity of tree plantings along 143rd Street [2020].
- Add to annual Arbor Day events the promotion of planting flowering trees and shrubs [2020].
- Expand City's tree planting program by $25,000 [2020].
- Expand all bike/hike trails to 10' as feasible [2020].
- Evaluate/plan for bike way station along 143rd Street on property purchased by City [2020].
- Add more Pickleball courts to City's inventory at the Justice Center site [2020].
# PARKS, RECREATION & CULTURAL ARTS

**Budget:** $10.2M  **Positions:** 62.87

## Expenditures by Program

<table>
<thead>
<tr>
<th>Program</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>1,332,782</td>
<td>1,375,187</td>
<td>1,388,887</td>
<td>1,048,470</td>
</tr>
<tr>
<td>Programming</td>
<td>550,187</td>
<td>780,900</td>
<td>821,100</td>
<td>816,400</td>
</tr>
<tr>
<td>Park Maintenance</td>
<td>3,162,030</td>
<td>4,525,900</td>
<td>4,920,100</td>
<td>3,973,800</td>
</tr>
<tr>
<td>Aquatic Center</td>
<td>417,182</td>
<td>508,700</td>
<td>508,700</td>
<td>462,900</td>
</tr>
<tr>
<td>Sports</td>
<td>377,539</td>
<td>466,800</td>
<td>461,800</td>
<td>470,100</td>
</tr>
<tr>
<td>Cultural Activities</td>
<td>505,637</td>
<td>558,200</td>
<td>915,200</td>
<td>589,600</td>
</tr>
<tr>
<td>Golf Course</td>
<td>2,532,588</td>
<td>2,931,800</td>
<td>3,412,300</td>
<td>2,839,600</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$8,877,945</td>
<td>$11,147,487</td>
<td>$12,428,087</td>
<td>$10,200,870</td>
</tr>
</tbody>
</table>

## Expenditures by Character

<table>
<thead>
<tr>
<th>Character</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>4,445,258</td>
<td>4,835,100</td>
<td>4,811,200</td>
<td>5,030,400</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>1,782,751</td>
<td>2,168,200</td>
<td>2,279,800</td>
<td>2,238,300</td>
</tr>
<tr>
<td>Commodities</td>
<td>626,628</td>
<td>879,100</td>
<td>888,900</td>
<td>823,500</td>
</tr>
<tr>
<td>Capital</td>
<td>1,089,505</td>
<td>2,329,600</td>
<td>3,512,700</td>
<td>1,562,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>933,803</td>
<td>935,487</td>
<td>935,487</td>
<td>546,670</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$8,877,945</td>
<td>$11,147,487</td>
<td>$12,428,087</td>
<td>$10,200,870</td>
</tr>
</tbody>
</table>

## Expenditures by Fund Type

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>6,936,472</td>
<td>7,964,400</td>
<td>8,061,900</td>
<td>8,150,100</td>
</tr>
<tr>
<td>Special Revenue</td>
<td>339,929</td>
<td>685,600</td>
<td>983,900</td>
<td>743,500</td>
</tr>
<tr>
<td>Capital</td>
<td>749,576</td>
<td>1,644,000</td>
<td>2,528,800</td>
<td>818,500</td>
</tr>
<tr>
<td>Debt</td>
<td>851,968</td>
<td>853,487</td>
<td>853,487</td>
<td>488,770</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$8,877,945</td>
<td>$11,147,487</td>
<td>$12,428,087</td>
<td>$10,200,870</td>
</tr>
</tbody>
</table>

## Full-Time Equivalents

<table>
<thead>
<tr>
<th>Year</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>62.95</td>
</tr>
<tr>
<td>2020</td>
<td>62.95</td>
</tr>
<tr>
<td>2021</td>
<td>62.87</td>
</tr>
<tr>
<td>2022</td>
<td>62.87</td>
</tr>
</tbody>
</table>

## Exhibit: Revenue by Program

<table>
<thead>
<tr>
<th>Program</th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2020 Estimate</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>2,988</td>
<td>6,000</td>
<td>2,000</td>
<td>3,000</td>
</tr>
<tr>
<td>Aquatic Center</td>
<td>325,076</td>
<td>334,000</td>
<td>100,000</td>
<td>335,000</td>
</tr>
<tr>
<td>Programming</td>
<td>359,938</td>
<td>400,500</td>
<td>207,700</td>
<td>396,500</td>
</tr>
<tr>
<td>Sports</td>
<td>337,785</td>
<td>326,600</td>
<td>136,100</td>
<td>323,600</td>
</tr>
<tr>
<td>Cultural Activities</td>
<td>10,635</td>
<td>17,400</td>
<td>9,100</td>
<td>10,700</td>
</tr>
<tr>
<td>Golf Course</td>
<td>1,853,487</td>
<td>1,825,000</td>
<td>1,554,000</td>
<td>1,978,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,889,909</td>
<td>$2,909,500</td>
<td>$2,008,900</td>
<td>$3,047,300</td>
</tr>
</tbody>
</table>
Budget and Financial Policies

It is the policy of the City Council to annually develop a budget that accurately reflects the revenue and expenditure goals and objectives of the City Council and to incorporate those goals, objectives, programs and projects that best serve the public good. The budget of the City of Leawood will be constructed and managed in accordance with the policies set forth below. During the course of each fiscal year, the budget will be used to provide direction in the administration of City services.

BUDGET POLICIES

I. OPERATING BUDGET

1. The City will maintain a financial and budgetary control system to ensure adherence to the budget and awareness of the financial environment. Services provided by the City are categorized in order to set priorities for allocating available funds and are defined as follows:

   A. Basic or Core Services: Includes (1) legally mandated commitments or services, (2) those most closely linked to the health and safety of the citizens of Leawood, and (3) those providing a net revenue contribution or reducing identifiable costs in the same fiscal year.

      Basic or Core Services
      Debt Services
      Police & Fire

   B. Maintenance of Effort Services: Services that (1) maintain control of City resources (2) reduce identifiable costs in future years, and (3) are necessary to keep the public adequately informed of legislative matters.

      Maintenance of Effort Services
      Council
      Administration
      Human Resources
      Finance
      Municipal Court
      Legal Services
      Information Services
      Planning
      Neighborhood Services
      Public Works

   C. Quality of Life Services: Activities which are provided for more specialized groups or services that are more aesthetic or promotional in nature.

      Quality of Life Services
      Parks
      Recreation
      Aquatic Center
      Golf Course
      Arts Council
      Sister City Program
      Historic Commission

2. Increases in staff will be permitted only in cases where the service demands have been expanded.

3. In the General Fund, expenditures for normal operating and personnel services, excluding capital expenditures, will not be permitted to exceed anticipated revenues and carryover.
Budget Basis The basis of budgeting refers to the conversions for recognition of costs and revenue in budget development and in establishing and reporting appropriations that are the legal authority to spend or collect revenues. The City of Leawood budgets all funds on a modified accrual basis. This is the same basis of accounting used in the City’s audited financial statements.

Balanced Budget The City of Leawood considers a balanced budget to consist of adequate revenues from both the current year as well as a portion of the carryover from the previous year to meet current year expenditures. Combined reserves from all operating funds must first be held aside from the carryover before the remainder is added to the current year’s revenues. The total of the reserve funds must fall within the reserve policy standards.

Fund Balance The City defines fund balance as the excess of a fund’s assets over the liabilities, also known as surplus funds.

Non-Budgeted Funds The City’s non-budgeted funds consist of funds not required by Kansas statute to be legally adopted because they are exempted by a specific statute. Control over spending in funds that are not subject to legal budget is maintained by the use of internal spending limits established by granting agencies, City policy, or by the City Administrator. Funds not included in the annual budget are:

American Revolution Tri-Centennial Fund – established to account for monies donated by the Leawood American Revolution Bi-Centennial Committee. These monies are to be continually reinvested by the City until the year 2076. It is intended that this fund will then be used for the overall benefit for the citizens of the City on a special American Revolution Tri-Centennial event/project, needed community facilities, equipment or programs.

Leawood Transportation Impact Fee Fund – established to account for fees imposed on new development in South Leawood for the purpose of assuring that transportation improvements are available and provides adequate transportation system capacity to support new development while maintaining levels of transportation service deemed adequate by the City. The Impact Fee shall be imposed on all new development in South Leawood, except as may be otherwise provided, and all fees collected shall be utilized solely and exclusively for transportation improvements in South Leawood serving such new development.

Insurance Proceeds Fund - established to account for insurance proceeds received by the City whenever any privately owned building or other structure is damaged as a result of fire, explosion or windstorm. When the insured party meets requirements to repair the property to the satisfaction of the City, the funds are returned to the insured.

Leawood Public Safety Improvement Fund – established to account for resources used to construct public safety improvements including a Justice Center and other necessary related improvements.

Leawood Economic Development – established to provide payment for economic development promotion within the City.

TDD/CID Agency Funds – established to account for collections and remittance of Transportation Development and Community Improvement Districts.

Employee Giving Fund – established to account for elected employee payroll contributions for the payment of employee charitable donations.
II. **BUDGET PROCESS**

The annual budget is a fiscal plan that presents the services that will be provided to the community and the funds needed to perform the services. The budget shall be presented as a legislative document that, when combined with the related appropriating ordinance, will represent City Council policy concerning the sources and uses of funds for the budget year.

Development of the City's Budget is an ongoing process that generally begins more than a year before the fiscal year begins on January 1. Opportunities for public input are provided at various stages of development.

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>November - December, 2019</td>
<td>Planning for the 2021 Budget began with the review of revenue and spending forecasts; review of user fees; and coordination with departments of capital spending needs to prepare the Capital Improvement Program (CIP) document.</td>
</tr>
<tr>
<td>January - February, 2020</td>
<td>The Governing Body met to discuss short, near and long-term goals on January 27, 2020; and staff prepared the pay-as-you-go capital replacement schedules and expendable equipment schedules.</td>
</tr>
<tr>
<td>February - March, 2209</td>
<td>Preliminary assessed valuation information was received from the Johnson County Appraiser to establish the mill levy for the 2021 Budget. Departments developed their revenue and operating expenditure budget requests; the City Administrator met with departments to review expenditure needs to ensure compatibility with the Governing Body goals.</td>
</tr>
<tr>
<td>March - April, 2020</td>
<td>The 2021-2025 CIP was distributed to both the Governing Body and the Planning Commission on March 13, 2020. A public hearing for citizen input on the 2021 Budget was set for April 6, 2020. The Governing Body was scheduled to discuss the 2021-2025 CIP document in a work session on April 6, 2020; along with a review of the 2021-2025 budget model assumptions.</td>
</tr>
<tr>
<td>April - May, 2020</td>
<td>The Planning Commission was to review the CIP document in a work session on April 14, 2020; and to hold a public hearing on April 28, 2020. The proposed 2021 Budget was distributed to the Governing Body and the Budget &amp; Finance Committee on May 22, 2020.</td>
</tr>
<tr>
<td>June - July, 2020</td>
<td>The City Council will hold a public hearing and formally adopt the 2021-2025 CIP for budget June 1, 2020. The 2021 Budget document will be discussed in an open work session on June 8th with the Governing Body and the Budget &amp; Finance Committee. Estimated assessed valuation information will be received from the Johnson County Clerk on June 15, 2020. After agreement by the Governing Body on any changes to the mill levy, the 2021 Budget will be published along with the publication notice for a public hearing, as required by state law.</td>
</tr>
<tr>
<td>August, 2020</td>
<td>A public hearing on the 2021 Budget will be held to obtain citizen input on August 3, 2020; and the Governing Body plans to adopt the 2021 Budget the same evening. Under state law, the budget is required to be approved by the Governing Body and filed with the County Clerk no later than August 25th.</td>
</tr>
<tr>
<td>January 1, 2021</td>
<td>The 2021 Budget goes into effect.</td>
</tr>
</tbody>
</table>

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*BUDGET and FINANCIAL POLICIES*
III. BUDGET AMENDMENT

Departments are given the latitude to exceed specific line items; however, total expenditures must not exceed total budgeted expenditures, excluding monies from the Personnel service categories. The City does budget a citywide contingency fund and has statutory authority to budget this account up to 10% of the overall budgeted expenditures.

The state statutes allow for the Governing Body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. A notice of public hearing to amend the budget must be published in the local newspaper. Ten days following publication, the hearing may be held and the budget amended.

IV. CASH BASIS LAW

Kansas Statutes prohibit cities 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 money in the fund for payment of the amount represented by the commitment. It makes no difference that the amount may not have to be paid until more monies 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, referendum or by the State Board of Tax Appeals. In the event debt is issued, funds need not be on hand for future payments.

V. REPORTING POLICY

Amounts presented in the budget document shall be compared with actual revenues and expenditures for month-end and year-to-date throughout the budget year. Quarterly reports are prepared and printed in the Legal Record.

FINANCIAL POLICIES

I. OPERATING RESERVES

1. The Governing Body has set a goal of 11% minimum for operating fund reserves. The City of Leawood strives to follow financially sound fiscal policies. One such policy that enhances a city to maintain a well-balanced financial structure is a fund balance policy, or commonly called an operating reserves policy. In government, the standard can be anywhere from one month of expenditures (8.33%) to 15% of expenditures.

2. Establishing a formal policy assures the citizenry that funds will be available for the following reasons:
   a) Provide sufficient working capital to meet daily cash needs.
   b) Provides reserves to absorb emergency expenditures caused by natural disaster such as fire, flood or earthquake.
   c) Cover any unanticipated deficit resulting from a shortfall in actual revenues in a given budget year.

II. FINANCIAL FORECASTING - MODEL PARAMETERS

1. The City staff will provide the City Council with a 10-year financial budget model.
2. In any given year, a proposed mill levy increase will not exceed 1.00 mill.
3. There will not be any consecutive years with a mill increase.
4. The model's financial projections will not go below the General Fund one month cash requirement.
5. For any mill levy imposition consideration, the City Council will consider only 7 years of the 10-year financial model.
6. A 1% to 2% variance for both revenues and expenditures will be anticipated in a given fiscal year.
III. DEBT SERVICE RESERVES
Debt reserves shall be established to protect bondholders from payment defaults. Adequate debt reserves are essential in maintaining good bond ratings and the marketability of the underlying bonds. The City can maintain up to one year of payment reserves by state law. In this year’s budget, the City of Leawood will strive to maintain a total reserved fund balance equal to 35% of budgeted Debt Service expenditures. Consideration has been given to annual collection rates and to any unforeseen cash shortages associated with any debt that is backed by the full faith and credit of the City.

IV. REVENUE POLICY
1. The City will attempt to maintain a diversified and stable revenue system to shelter it from short-run fluctuations in any one revenue source.
2. The City will attempt to obtain additional major revenue sources as a way of ensuring a balanced budget.
3. The City will rely on user charges, where appropriate, but will refrain from “nuisance” charges. User charges, as opposed to licensing or regulator charges, shall wherever possible recover the full cost (operating, direct, indirect, and capital) of providing the service.
4. All charges and fees will be reviewed annually. Comparisons with other public and/or private organizations will be used when appropriate in determining the level of fees and charges as well as service costs.
5. The City will consider market rates and charges levied by other public and private organizations for similar services in establishing tax rates, fees, and charges.
6. The City will refinance outstanding debt whenever economically feasible.
7. The City will follow an aggressive policy of collecting revenues, including past due bills of any type.
8. The City shall dispose of surplus property in the most cost-effective manner.

V. DEBT POLICY
On April 3, 2000, the Governing Body adopted the Debt Policy by Resolution #1518. This policy has been revised several times: by Resolution #2221 on May 3, 2004; by Resolution #2789 on May 5, 2007; by Resolution #3334 on February 1, 2010; by Resolution #3553 on March 7, 2011; by Resolution #3931 on November 19, 2012; and by most recently by Resolution #4173 on February 17, 2014.

Objective
To maintain the City’s ability to incur debt and issue other long-term obligations at favorable interest rates in amounts needed for capital improvements, economic development, and facilities or equipment to provide essential city services.

Scope
This Policy provides a general guideline to all debt issued by the City regardless of purpose, source, or type.

Responsibility
The primary responsibility for developing financing recommendations rests with the City Administrator. In developing the recommendations, the Finance Director, City Attorney or designee, Public Works Director, and other Department Heads assist the City Administrator. Responsibilities include annual review of debt capacity, quarterly assessment of progress on the Capital Improvement Program, preparation for debt issues and the ongoing responsibility of oversight and evaluation of services provided by the Financial Advisor and Bond Counsel.
I. Debt Planning Policies

Section 1: Capital Planning. To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment is demonstrated through adoption of an annual Capital Improvement Plan (CIP), and annual assessment of financial condition.

Section 2: Debt Capacity. Each year the City will review whether it is willing and able to assume new debt beyond what will be retired. The Finance Director or designee shall, prior to the issuance of new debt, or at least annually, calculate the City’s statutory debt limit in accordance with K.S.A. 10-308. Debt capacity will be assessed by reviewing debt per capita, general levels of per capita income, debt as a percent of appraised value, debt service payments as a percent of general government expenditures, debt payout over the ensuing ten years, and the level of overlapping net debt of all other local taxing jurisdictions.

Section 3: Debt vs. Pay-As-You-Go. The City will evaluate annually the relationship between issuing debt and pay-as-you-go financing. The City will consider pay-as-you-go financing for all personal property less than $100,000.

Section 4: Appropriate Uses. The City will generally consider long-term financing for the acquisition, maintenance, replacement, or expansion of physical assets having a useful life of at least (5) years. The scheduled maturities of long-term obligations should generally not exceed the expected useful life of the capital project or asset(s) financed. Proceeds should only be used for construction project costs, acquisition of fixed assets, issue costs, debt service reserve requirements, or refunding of outstanding issues. Proceeds from long-term debt may not be used to fund current operating costs.

Section 5: Timing of Issues. In determining when to issue bonds, notes and other obligations the following factors should be considered:
   a) The timing of other proposed issues, including those by other jurisdictions;
   b) The timing of the preparation, completion and certification of the City’s annual budget including special assessment procedures;
   c) The availability of the City’s audited financial statements for the previous fiscal year;
   d) The potential impact on the City’s bond ratings.

Section 6: Types of Obligations. In determining the type of obligation to issue, the following factors should be considered:
   a) The direct and indirect beneficiaries of the project (i.e. a significantly large proportion of citizens should benefit from projects financed by at-large taxes and other revenues);
   b) The time pattern of the stream of benefits generated by the project;
   c) The sources and timing of revenues available for the repayment of the debt;
   d) The cost-effectiveness of user charges or other revenue sources to the extent available;
   e) The effect of the proposed issue on the City's ability to finance future projects of equal or higher priority;
   f) The interest cost of each type of obligation;
   g) The impact on the City's financial condition and credit ratings.

Section 7: At-Large General Obligation Bonds. At-large general obligation, property tax-supported financing should be used for those capital improvements and long term assets which have been determined to be essential to the maintenance or development of the City and as permitted by law. Consideration should be given to alternative funding sources, such as project revenues, Federal and State grants, and special assessments.
Section 8: **Benefit District Bonds.** The issuance of benefit district general obligation bonds shall be governed by the most recently approved Resolution.

Section 9: **Assessment Methodology.** Upon request by a developer, the City may consider approving an assessment methodology for Special Benefit District [SBD] financing that is based upon the improvement and/or land value for each tract of land or tax parcel within the District, provided that the development project is greater than 20 acres in size; has an approved overall floor-area-ratio [F.A.R.] of .5 or greater; and has received a Certificate(s) of Occupancy for 35% of the total approved square footage. As part of the consideration of this methodology for assessment, the City Council may consider requiring a Letter of Credit.

Section 10: **Revenue Supported Obligation.** Revenue supported obligations should be used to limit potential dependence on property taxes for those projects with available revenue sources, whether self-generated or dedicated from other sources. Adequate financial feasibility studies will be performed for each project to establish assurances as to the self-liquidating nature of the project or adequacy of dedicated revenue sources.

Section 11: **Transportation Development District Obligations.** The formation of a Transportation Development District [TDD] will be considered by the Governing Body on a case by case basis. The Governing Body will only consider pay-as-you-go [PAYGO] financing funded through a sales tax and/or special property tax assessment. However, bonded indebtedness may be considered by the Governing Body in the case of burying or relocating utility lines. A TDD Project will be initiated by petition pursuant to the TDD Act. The Developer shall comply with all of the statutory requirements of a TDD project. The Developer shall also be responsible for providing a description of the improvements to be financed, a timetable for such improvements to be completed and an itemized listing and estimated total cost of said improvements with the TDD petition. The Governing Body reserves the right to approve any or part of any petition submitted including which costs may be reimbursed, provided, however that in no event shall interest costs be subject to reimbursement from TDD revenues on a pay-as-you-go project. All costs subject to reimbursement from TDD proceeds shall be certified by the City and/or an outside consultant retained by the City prior to any reimbursement payment being made.

Section 12: **Lease and Lease-Purchase Agreements.** The City may enter into leases and lease-purchase obligations to finance the acquisition of real and personal property as permitted by law. The Finance Director shall review all proposed leases prior to submittal to the Governing Body. Lease financing is appropriate:

   a) Whenever the introduction of leased equipment and/or a capital improvement results in verifiable operating savings, or interest costs that-minimizes the loss on resale value, properly discounted, outweigh the lease financing costs;

   b) Existing or incremental new revenues are available to provide for the lease payments;

   c) The capital asset is deemed important enough (for safety, legal, efficiency, or other reasons) to lead to a reallocation of existing revenues or

   d) Existing state statutes do not provide adequate or expedient methods of financing.

This Policy shall not preclude the use of operating leases in appropriate circumstances such as for office equipment.

Section 13: **Other Borrowing Methods.** Financial feasibility studies should be performed for other financing methods such as state loan programs and pool participation.
Section 14: **Short Term Borrowing.** Use of short-term borrowing, such as temporary notes will be undertaken if the available cash is insufficient to meet project requirements or their use is judged to be prudent and advantageous to the City. Temporary notes may also be used to affect the interim financing of capital projects including benefit district projects so that permanent financing can occur on a more orderly basis. The City will conduct a cash flow analysis for a forecast period of no less than 12 months prior to issuing short-term notes.

Section 15: **Conduit Financing.** The City may sponsor conduit financing such as industrial revenue bonds and tax increment financings that are consistent with the City’s overall service, development and Policy objectives. The issuance of industrial revenue bonds and tax increment financings should be governed by Resolutions 598 and 1317 respectively.

II. **Debt Issuance Policies**

Section 16: **Method of Sale.** As required by law, City debt will be issued through a competitive bidding process. Bids on long-term bonds will be awarded on a true interest cost basis, providing other bidding requirements are satisfied. Negotiated sales of debt will be considered when the complexity of the issue requires specialized expertise, or when the negotiated sale would result in substantial savings in time or money. The objective in all situations will be to accomplish the project at the lowest overall cost to the City.

Section 17: **Length of Debt.** Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users (Guidelines: - 15 years for General Obligations Debt; 20 years for land, parks and buildings; and 15 to 20 years for Revenue Bonds). Benefit District Debt has a 10 year length; however, upon special approval by the Governing Body, benefit district debt may be extended up to a 15 year term. Transportation Development District (TDD) has a 10-year length however, upon special approval by the Governing Body: this debt may be extended up to a maximum of 22 years, in accordance with Kansas State Statute. The term will commence with the imposition of the tax.

Section 18: **Debt Structure.** Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, and the nature and type of security provided. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to recapture rapidly its borrowing capacity for future use. The structure should approximate level principal on street projects debt, and level payment for public buildings, land and parks. Level debt service should also be used for revenue bonds. There shall be no debt structures which include increasing debt service levels in subsequent years, except when such structuring will allow debt service to more closely match project revenues during the early years of the project's operation or such structuring is needed to mitigate property tax impacts. There shall be no "balloon" bond repayment schedules that consist of low annual payments and one large payment of the balance due at the end of the term. Normally, there shall be no capitalized interest included in the debt structure unless there are insufficient revenues available from the source of repayment of the debt during the project construction or startup phase.

Section 19: **Bond Rating.** The City should continually seek to maintain and improve current bond ratings so that borrowing costs are minimized and access to credit preserved. Good communication with bond rating agencies should be maintained and all necessary financial and economic data concerning the City and its borrowing needs shall be provided to the bond rating agencies as needed or requested. The City shall attempt to structure its debt issuance, prepare its operating budgets, and implement policies that will maintain or improve its existing bond rating. Any departure from prior structuring or budgeting processes that may jeopardize the City's bond rating will be discussed in advance with the rating agencies.

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**BUDGET and FINANCIAL POLICIES**
Section 20: Credit Enhancements. Decisions regarding credit enhancements such as Letters of Credit or Bond Insurance will be based upon the City’s goal of accomplishing its financings at the lowest borrowing cost.

III. Debt Administration Policies

Section 21: Coordination of Local Jurisdictions. The City will participate in communications with overlapping and adjoining jurisdictions concerning plans for future debt issues.

Section 22: Monitoring. The Finance Department should continually monitor the City’s outstanding debt issues to verify compliance with debt covenants and record keeping.

Section 23: Reporting. Official statements accompanying debt issues, Comprehensive Annual Financial Reports, and continuing disclosure statements will meet (at a minimum) the standards articulated by, the Government Accounting Standards Board (GASB), the Government Finance Officers Association (GFOA), any clarifying guidance from the Securities and Exchange Commission (SEC), and Generally Accepted Accounting Principles (GAAP). The Department of Finance shall be responsible for ongoing disclosure to established national and state information repositories and for maintaining compliance with disclosure standards of state and national regulatory bodies.

Section 24: Investment of Bond Proceeds. All proceeds of bonds, notes and other obligations shall be segregated into separate funds and invested in a manner consistent with those authorized by existing state laws and by the City’s investment practices, consistent with safety, liquidating and return. All interest earned on proceeds shall be used to pay costs associated with the projects being financed or used to pay the principal of or interest on such debt.

Section 25: Arbitrage Rebate. The Finance Director shall ensure that record keeping and reporting meets the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebateable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City’s outstanding debt issues. The City should actively monitor its investment practices to ensure maximum returns on its invested bond funds while complying with federal arbitrage guidelines.

Section 26: Refunding. Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. As a general matter, advance refundings may be undertaken for economic savings when net present value savings of not less than two percent of the refunded debt can be achieved. The City also may choose to refund outstanding indebtedness when existing bond covenants or other financial structures can be modified to improve financial operations. Savings requirements for current or advance refundings undertaken to restructure debt may be waived upon finding that such a restructuring is in the City’s overall best financial interests.

VI. BASIS OF ACCOUNTING & BUDGETING

The budgets/accounts of the general government type funds (i.e. general fund, special revenue funds, capital improvement funds, and the debt service fund) are prepared on a modified accrual basis. This means that revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due.
The Comprehensive Annual Financial Report (CAFR) shows the status of the City's finances on the basis of "generally accepted accounting principles" (GAAP). Usually, this conforms to the way the City prepares its budget. Two exceptions are the treatment of depreciation expense, which are not budgeted line items although the full purchase price of equipment and capital improvements is, while just the opposite is true in the preparation of the CAFR. The second exception is compensated absences that are treated differently in the budget than in the CAFR. The City uses the following fund types and account groups:

A. Governmental Fund Types

**Governmental Funds** are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (other than those in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position. The following are the City's governmental fund types:

- **The General Fund** is the principal fund of the City and accounts for all financial transactions not accounted for in other funds. The general operating expenditures, fixed charges, and capital improvement costs that are not paid through other funds are financed through revenues received by the General Fund.

- **Special Revenue Funds** are used to account for revenues derived from specific taxes, governmental grants, or other revenue sources that are designated to finance particular functions or activities of the City.

- **Capital Project Funds** account for and report financial resources that are restricted and required for the acquisition of capital assets.

- **Debt Service Funds** are used to account for the accumulation of resources and for the payment of principal, interest and other related costs of the City's general obligation bonds other than bonds payable from the operations of the proprietary fund.

B. Proprietary Fund Types

**Enterprise Funds** account for operations that provide a service to citizens. The fund is financed primarily by a user charge for the provision of that service and activities where the periodic measurement of net income is deemed appropriate for capital maintenance, public policy, management control, accountability, or other purposes. Leawood does not currently have any enterprise funds, but has had such funds in the past.

VII. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the City conform to generally accepted accounting principles applicable to local governments. The following represents the more significant accounting and reporting policies and practices of the City:

- **Reporting Entity.** In determining the agencies/entities that comprise the City for financial reporting purposes, the criteria of oversight responsibility over such agencies/entities, special financing relationships, and scope of public service provided by the agencies/entities are used. Oversight responsibility is determined by the extent of financial interdependency, control over the selection of the governing authority and management, ability to significantly influence operations, and accountability for fiscal matters. Based upon these criteria, there are no other agencies or entities that should be included in the financial statements of the City.

VIII. ACCOUNTING POLICIES

**Independent Audit.** An independent audit shall be made of all accounts, including special funds, of the City at least annually. This audit shall be made as soon after the close of the fiscal year as possible. The audit will be conducted by certified public accountants that are selected by the City Council. The City Administrator shall make available copies of such audit for public inspection at the Office of the City Clerk.
Memo

To: Mayor Peggy Dunn and City Council Members
From: Dawn Long, Finance Director
Date: August 3, 2020
Re: Bond and Note Financing Documents

Recommendation:

Please approve the following documents authorizing the issuance and delivery of General Obligation Temporary Notes and General Obligation Refunding Bonds:

- Note Ordinance and Resolution for $33,370,000.
- GO Refunding Bond Ordinance and Resolution for $2,460,000.

Because the temporary note and bond sale will not be completed until August 3rd, there is some information missing on the attached documents. You will be receiving updated ordinances and resolutions at the council meeting as well as a new memo detailing the bidding information.

Background:

The temporary notes issued total $33,370,000. This includes $13,800,000 for 143rd Street – Windsor Lane to Kenneth Road, $3,000,000 for Fire Station No. 1 Replacement, $1,000,000 for the Parks Maintenance Facility, $4,000,000 for Mission Road – 133rd to 143rd, $3,000,000 for 2019 Residential Street Reconstruction, $3,000,000 for the 2018 Storm water Drainage Improvement project, $3,000,000 for the 2020 Storm water Drainage Improvement project, $1,610,000 for burying power lines on Mission Road – 119-127th and $960,000 for the burying of power lines on Mission Road – 92nd to the north boundary of the Ranchmart Center.

The GO refunding bonds issued total $2,460,000. They are to refund $910,000 of the 2017-A GO Improvement Bonds and $1,490,000 of the 208-A GO Bonds. This refunding was not done to provide economic gain but to provide funds to lower debt payments over the next three years.

During the August 3, 2020 Council meeting, a representative from Stifel, Nicolaus and Company will present the results of the bond offering.
ORDINANCE NO. ___

OF

THE CITY OF LEAWOOD, KANSAS

PASSED

AUGUST 3, 2020

$33,370,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2020-1

Note Ordinance (Series 2020-1)
ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF $33,370,000 GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-1, OF THE CITY OF LEAWOOD, KANSAS, TO PROVIDE FUNDS TO FINANCE THE COST OF CERTAIN PUBLIC IMPROVEMENT PROJECTS WITHIN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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, the City is authorized by law to issue general obligation temporary notes to pay the cost of certain improvements within the City; and

WHEREAS, pursuant to the laws of the State applicable thereto, by proceedings duly had, the City Council (the "Governing Body") of the City has heretofore authorized the following described improvement projects (the "Improvements") within the City pursuant to the following authority and desires to issue general obligation temporary notes as described below:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Description</th>
<th>Ord./Res. No.</th>
<th>Authority</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>80129</td>
<td>143rd Street – Windsor Lane to Kenneth Road Improvement Project</td>
<td>Res. 4435</td>
<td>K.S.A. 12-687</td>
<td>$13,800,000</td>
</tr>
<tr>
<td>80158</td>
<td>Fire Station No. 1 Replacement Project</td>
<td>Res. 4652</td>
<td>K.S.A. 12-1736</td>
<td>3,000,000</td>
</tr>
<tr>
<td>80173</td>
<td>Park Maintenance Facility</td>
<td>Res. 5200</td>
<td>Charter Ordinance No. 33</td>
<td>1,000,000</td>
</tr>
<tr>
<td>80175</td>
<td>Mission Road – 133rd to 143rd Improvement Project</td>
<td>Res. 4946</td>
<td>K.S.A. 12-687</td>
<td>4,000,000</td>
</tr>
<tr>
<td>80219</td>
<td>2019 Residential Street Reconstruction Project</td>
<td>Res. 4914</td>
<td>K.S.A. 12-614</td>
<td>3,000,000</td>
</tr>
<tr>
<td>80255</td>
<td>2018 Stormwater Drainage Improvement Project</td>
<td>Ord. 2833</td>
<td>K.S.A. 13-1055a and 13-1055b</td>
<td>3,000,000</td>
</tr>
<tr>
<td>80256</td>
<td>2020 Stormwater Drainage Improvement Project</td>
<td>Ord. 2833</td>
<td>K.S.A. 13-1055a and 13-1055b</td>
<td>3,000,000</td>
</tr>
<tr>
<td>82065</td>
<td>Mission Road – 119th to 127th Improvement Project</td>
<td>Res. 4916</td>
<td>K.S.A. 12-687</td>
<td>1,610,000</td>
</tr>
</tbody>
</table>

Note Ordinance (Series 2019-1)
WHEREAS, the City has previously issued the following temporary notes to provide funds in part to pay for the costs of the Improvements (the "Series 2019-1 Notes"):

<table>
<thead>
<tr>
<th>Series</th>
<th>Dated Date</th>
<th>Maturity Date</th>
<th>Outstanding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-1</td>
<td>August 29, 2019</td>
<td>September 1, 2020</td>
<td>$30,370,000</td>
</tr>
</tbody>
</table>

; and

WHEREAS, all aspects of the Improvements will not be completed prior to the maturity date of the Series 2019-1 Notes, and it is necessary for the City to provide cash funds to meet its obligations on the Series 2019-1 Notes by the issuance of additional temporary notes of the City pursuant to the Act; 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 pay and finance the costs of the Improvements and to retire the Series 2019-1 Notes as the same become due and payable; and

WHEREAS, the Governing Body of the City has advertised the sale of its general obligation temporary notes in accordance with the law and has awarded the sale of such Notes to the purchasers thereof as identified herein (the "Original Purchasers"); and

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and desirable for the City at this time to provide initial, additional or renewal temporary financing for the Improvements and to authorize the issuance and delivery of the general obligation temporary notes of the City in the principal amount of $33,370,000 to pay and finance the costs thereof.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.


"City" means the City of Leawood, Kansas.

"City Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.
“City Treasurer” or “City Finance Director” means the duly appointed and acting Treasurer or Finance Director of the City, or in the City Treasurer’s or Finance Director’s absence, the Deputy or person duly appointed and acting in such capacity, as the case may be.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Improvements” means the improvements referred to as such in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Mayor Pro Tem or Acting Mayor of the City.

“Note Resolution” means Resolution No. _____ adopted by the Governing Body of the City contemporaneously herewith providing the terms and details of the Notes authorized by this Ordinance.

“Notes” or the “Series 2020-1 Notes” means the City’s General Obligation Temporary Notes, Series 2020-1, in the aggregate principal amount of $33,370,000 authorized by this Ordinance and the Note Resolution.

“Ordinance” means this Ordinance of the City authorizing the issuance of the Notes.

“Original Purchasers” means, with respect to the Notes, the original purchasers of the Notes identified as such in the Note Resolution.

“Refunded Notes” means the Series 2019-1 Notes maturing on September 1, 2020, in the aggregate principal amount of $30,370,000.

“State” means the State of Kansas.

Section 2. Authorization of and Security for the Notes. There is hereby authorized and directed to be issued the General Obligation Temporary Notes, Series 2020-1 of the City in the principal amount of $33,370,000 for the purpose of providing funds to (a) pay costs of the Improvements, (b) retire the Refunded Notes; and (c) pay costs of issuance of the Notes.

The Notes shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitations as to rate or amount upon all taxable tangible property, both real and personal, within the territorial limits of the City. 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 as the same become due and payable.

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of each of the Improvements upon the completion thereof. If said renewal notes or bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property, real and personal, 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 3. Terms, Details and Conditions of the Notes. The Notes shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity, and shall be issued and delivered in the manner prescribed and subject
to the provisions, covenants and agreements set forth in the Note Resolution hereafter adopted by the Governing Body of the City.

**Section 4. Execution and Delivery.** The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized and to procure the proper registration in the office of the City Clerk and in the office of the State Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be delivered to the Original Purchasers upon payment of the purchase price therefor as provided in the Note Resolution.

**Section 5. Disposition of Proceeds.** The proceeds of the sale of the Notes shall be deposited with the City Treasurer and used and applied as provided in the Note Resolution.

**Section 6. Tax Covenants.** The City covenants and agrees that (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 Notes; (2) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes; (3) it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purposes for which the Notes are issued; (4) it will not invest or directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City in any manner, or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; and (5) it will not use or permit the use of any proceeds of Notes or any other funds of the City nor 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 Notes. 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 Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

The City covenants and agrees that it will not use any portion of the proceeds of the Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any of the Notes to be a “private activity bond” within the meaning of Section 141(a) of the Code.

**Section 7. Remedies.** The provisions of this Ordinance and the Note Resolution, including the covenants and agreements herein and therein contained, shall constitute a contract between the City and the Owners of the Notes and may be enforced in accordance with the provisions hereof and of the Note Resolution.

**Section 8. Further Authority.** The Mayor, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the agreements, statements, instruments and other documents 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. Governing Law.** This Ordinance and the Notes shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 10. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

Note Ordinance (Series 2020-1)
PASSED by the Governing Body of the City this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

(SEAL)

______________________________
Peggy J. Dunn, Mayor

ATTEST:

______________________________
Kelly Varner, City Clerk

APPROVED AS TO FORM:

______________________________
Bond Counsel

(Signature Page to Note Ordinance – Series 2020-1 Notes)
RESOLUTION NO. ___

OF

THE CITY OF LEAWOOD, KANSAS

ADOPTED

AUGUST 3, 2020

$33,370,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2020-1
RESOLUTION

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Exhibit A – Form of Notes
RESOLUTION NO. ___

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF $33,370,000 GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-1, OF THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Leawood (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”); and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City has caused the following improvements (collectively, the “Improvements”) to be made in the City, to-wit:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Description</th>
<th>Ord./Res. No.</th>
<th>Authority</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>80129</td>
<td>143rd Street – Windsor Lane to Kenneth Road Improvement Project</td>
<td>Res. 4435</td>
<td>K.S.A. 12-687</td>
<td>$13,800,000</td>
</tr>
<tr>
<td>80158</td>
<td>Fire Station No. 1 Replacement Project</td>
<td>Res. 4652</td>
<td>K.S.A. 12-1736</td>
<td>3,000,000</td>
</tr>
<tr>
<td>80173</td>
<td>Park Maintenance Facility</td>
<td>Res. 5200</td>
<td>Charter Ordinance No. 33</td>
<td>1,000,000</td>
</tr>
<tr>
<td>80175</td>
<td>Mission Road – 133rd to 143rd Improvement Project</td>
<td>Res. 4946</td>
<td>K.S.A. 12-687</td>
<td>4,000,000</td>
</tr>
<tr>
<td>80219</td>
<td>2019 Residential Street Reconstruction Project</td>
<td>Res. 4914</td>
<td>K.S.A. 12-614</td>
<td>3,000,000</td>
</tr>
<tr>
<td>80255</td>
<td>2018 Stormwater Drainage Improvement Project</td>
<td>Ord. 2833</td>
<td>K.S.A. 13-1055a and 13-1055b</td>
<td>3,000,000</td>
</tr>
<tr>
<td>80256</td>
<td>2020 Stormwater Drainage Improvement Project</td>
<td>Ord. 2833</td>
<td>K.S.A. 13-1055a and 13-1055b</td>
<td>3,000,000</td>
</tr>
<tr>
<td>82065</td>
<td>Mission Road – 119th to 127th Improvement Project</td>
<td>Res. 4916</td>
<td>K.S.A. 12-687</td>
<td>1,610,000</td>
</tr>
<tr>
<td>82074</td>
<td>Mission Road – 92nd to North Boundary of Ranchmart Center Improvement Project</td>
<td>Res. 4915</td>
<td>K.S.A. 12-687</td>
<td>960,000</td>
</tr>
</tbody>
</table>

Total Estimated Improvement Fund Deposit $33,370,000

*Improvement costs to be financed with proceeds of the Notes, excluding Costs of Issuance.

Note Resolution (Series 2020-1)
WHEREAS, the Governing Body of the City is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the City to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the City’s general obligation bonds, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City pursuant to the Act; and

WHEREAS, the City has previously issued the following temporary notes to temporarily finance the costs of the Improvements (the “Series 2019-1 Notes”):

<table>
<thead>
<tr>
<th>Series</th>
<th>Dated Date</th>
<th>Maturity Date</th>
<th>Outstanding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-1</td>
<td>August 29, 2019</td>
<td>September 1, 2020</td>
<td>$30,370,000</td>
</tr>
</tbody>
</table>

WHEREAS, all aspects of the Improvements will not be completed prior to the maturity date of the Series 2019-1 Notes and it is necessary for the City to provide cash funds to meet its obligations on the Series 2019-1 Notes by the issuance of additional temporary notes of the City pursuant to the Act; and

WHEREAS, the City proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire the Series 2019-1 Notes; and

WHEREAS, the Governing Body of the City has advertised the sale of the Notes and at a meeting held in the usual meeting place on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the Governing Body of the City has previously passed Ordinance No. ____ authorizing the issuance of the Notes in the principal amount of $33,370,000 and the Ordinance authorized the Governing Body to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Notes to pay a portion of the costs of the Improvements and refund the Series 2019-1 Notes.

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 elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Authorized Denomination” means $5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Leawood, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means the Issue Date.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2020-1 (within the Bond and Interest Fund) created pursuant to Section 501 hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the City’s Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the City and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the City and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring
same to be remedied shall have been given to the City by the Owner of any of the Notes then Outstanding.

"Federal Tax Certificate" means the City's Tax and Arbitrage Certificate and Agreement dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Finance Director" means the duly appointed and/or elected Director of Finance of the City or, in the absence of the Finance Director, the duly appointed Deputy Finance Director or Acting Finance Director of the City.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body of the City to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the City which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed to the City under State or federal law.

"Fiscal Year" means the twelve-month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in Section 501 hereof.

"Governing Body" means the City Council of the City.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series 2020-1 created pursuant to Section 501 hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the City for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date" means March 1, 2021 and the Maturity of the Notes.

"Issue Date" means the date when the City delivers the Notes to the Original Purchasers in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor of the City, or in the Mayor's absence, the duly appointed and/or elected Mayor Pro Tem or Acting Mayor of the City.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.
“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2020-1, authorized and issued by the City pursuant to the Ordinance and this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the City at:

   City of Leawood, Kansas
   Attn: City Clerk
   4800 Town Center Drive
   Leawood, Kansas 66211
   Fax: (913) 339-6781

(b) To the Paying Agent at:

   State Treasurer of the State of Kansas
   Landon Office Building
   900 Southwest Jackson, Suite 201
   Topeka, Kansas 66612-1235
   Fax: (785) 296-6976

(c) To the Original Purchasers:

   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

(d) To the Rating Agency:

   Moody’s Municipal Rating Desk
   7 World Trade Center
   250 Greenwich Street
   23rd Floor
   New York, New York 10007

“Notice Representative” means:

(a) With respect to the City, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Original Purchasers, the manager of its Municipal Bond Department.
(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means City's Official Statement relating to the Notes.

"Ordinance" means the Ordinance No. ___ of the City authorizing the issuance of the Notes, as amended from time to time.

"Original Purchasers" means ____________, __________, __________, the original purchaser of the Notes, and any successors and assigns.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of Section 701 hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the City is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.
“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Notes plus accrued interest to the date of delivery, plus a net premium of $____________.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Rebate Fund” means the Rebate Fund for General Obligation Temporary Notes, Series 2020-1 created pursuant to Section 501 hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Refunded Notes” means Series 2019-1 Notes maturing on September 1, 2020 in the aggregate principal amount of $30,370,000.

“Refunded Notes Paying Agent” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Resolution” means resolution which authorized the Refunded Notes.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with Article II hereof.


“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2019-1 Notes” means the City’s General Obligation Temporary Notes, Series 2019-1, dated August 29, 2019 in the original principal amount of $30,370,000.

“Special Record Date” means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the City described in Article V hereof.

“Treasurer” means the duly appointed and/or elected Treasurer of the City or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.
“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There have been duly authorized and directed to be issued by the Ordinance the General Obligation Temporary Notes, Series 2020-1, of the City in the principal amount of $33,370,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) refund the Refunded Notes; and (c) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1 2021</td>
<td>$33,370,000</td>
<td>___%</td>
</tr>
</tbody>
</table>

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in Section 204 hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as Exhibit A 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 et seq.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Notes and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the City is hereby authorized and empowered to execute on behalf of the City an agreement with the Note Registrar and Paying Agent for the Notes to serve as such.

The City will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation
or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 et seq. and K.S.A. 10-620 et seq., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent.

Interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal of and interest on all Notes and at least annually shall forward a copy or summary of such records to the City.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The City covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the
Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes 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 Note Registrar, duly executed by the Owner thereof or by the Owner’s duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The City shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The City and the Note Registrar shall not be required to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Article II hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City or a facsimile thereof shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall
be countersigned by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed or imprinted adjacent thereto following registration of the Notes by the State Treasurer. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as Exhibit A hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Original Purchasers upon instructions of the City or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the City and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Note Registrar that such Note has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the City and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 210. Book-Entry Notes; Securities Depository. The City and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede &
Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The City may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the City determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) If the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the City, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the City, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no 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 Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities 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 that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its
receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the City the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.


The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Original Purchasers in connection with the reoffering of the Notes is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The City agrees to provide to the Original Purchasers within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Original Purchasers to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Original Purchasers is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Original Purchasers. Delivery of the Notes shall be made to the Original Purchasers on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III
REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV
SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the City payable as to both principal and interest from proceeds of general obligation bonds or notes of the City,
and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the City, shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer and the Finance Director are hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the City the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 2020-1.

(b) Debt Service Account for General Obligation Temporary Notes, Series 2020-1.

(c) Rebate Fund for General Obligation Temporary Notes, Series 2020-1.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body of the City and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body of the City; (b) retiring the Refunded Notes; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this Article V or the Federal Tax Certificate. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.
Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The City may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body of the City in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body of the City pursuant to this Section; (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The City may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the Governing Body of the City; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying the principal of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the City, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall 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 Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the City nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and
satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Note Resolution, including in particular Article VII hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the City; or (b) if no such entity has a main or branch office located in the City, with such an entity that has a main or branch office located in the county or counties in which the City is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the City so that there shall be no commingling with any other funds of the City.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; 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 was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount 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 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 Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Notes 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, except as to rate of interest, date of maturity and right of prior redemption as may be provided in this Note Resolution. 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 herein, or to enforce any right hereunder, 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 Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein 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 herein. No waiver of any default or breach of duty or contract by the Owner of any Note 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 therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has 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 Notes 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 VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the City’s faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.
ARTICLE VIII
TAX COVENANTS

Section 801. General Covenants. The City covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, Finance Director and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the City. 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 Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to Article VII hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX
CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The City hereby covenants with the Original Purchasers and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. The City further authorizes and ratifies the amendment to the Disclosure Undertaking, pursuant to Section 6(c) thereof, to revise the categories of Operating Data to be updated pursuant to Section 2(a)(2) thereof. Such covenant shall be for the benefit of and enforceable by the Original Purchasers and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Original Purchasers and/or any Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Original Purchasers or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Original Purchasers and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section. Notwithstanding any other provision of this Note Resolution, failure of the City to comply with its covenants in the preceding section shall not be considered an Event of Default under this Note Resolution.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of the financial statements of the City for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or
on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the City shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the City and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the Governing Body of the City at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the City may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, 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, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Governing Body of the City amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.
The City shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the City shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the City.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The City, the Paying Agent and the Original Purchasers may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the City, including the Mayor and Clerk, are hereby 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 Note 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 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the Governing Body of the City.

(Remainder of this page intentionally left blank)
PASSED by the Governing Body of the City of Leawood, Kansas this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

(Seal)

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Bond Counsel

(Signature Page to Note Resolution – Series 2020-1 Notes)
Exhibit A

(Form of Notes)

REGISTERED NUMBER ____

REGISTERED $____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2020-1

Dated Date Maturity Date Interest Rate CUSIP
August 20, 2020 September 1, 2021 ____% ________

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Leawood, in the County of Johnson, State of Kansas (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable March 1, 2021 and on the Maturity Date until the Principal Amount has been paid.

Method and Place of Payment. The principal of this Note shall be paid at maturity to the person in whose name this Note is registered at the maturity date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying
Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**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 Note 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 the City, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF,** the City has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF LEAWOOD, KANSAS**

(Seal)

By: ____________________________
    (manual or facsimile)
    Mayor

ATTEST:

By: ____________________________
    (manual or facsimile)
    Clerk

The General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Seal)

______________________________
    (manual or facsimile)
    Clerk

Note Resolution (Series 2020-1)
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2020-1, of the City of Leawood, Kansas, described in the within-mentioned Note Resolution.

Registration Date __________________________

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _______________________________

Registration Number: 4182-046-082020-940

________________________________________

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the City designated "General Obligation Temporary Notes, Series 2020-1," aggregating the principal amount of $33,370,000 (the "Notes") issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Notes and the Resolution of the City prescribing the form and details of the Notes (the "Note Resolution"). The Notes 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 in particular K.S.A. 10-101 to 10-125, inclusive, and specifically, K.S.A. 10-123, K.S.A. 10-620 et seq., K.S.A. 12-614 et seq., K.S.A. 12-685 et seq., K.S.A. 12-1736 et seq. and K.S.A. 13-1055a and 13-1055b, each as amended and the City’s Home Rule Authority under Article 12, Section 5 of the Constitution of the State of Kansas and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the City payable from the proceeds of general obligation bonds or notes of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, 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 Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are not subject to redemption prior to maturity.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository’s participants, beneficial ownership of the Notes in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as
the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the City, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note, together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The City and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)
NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_______, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint ______________ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated ____________________________

Name

Social Security or Taxpayer Identification No.

Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By ________________________________

CERTIFICATE OF CLERK

STATE OF KANSAS  )
    ) SS.
COUNTY OF JOHNSON  )

The undersigned, Clerk of the City of Leawood, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of ____________, 2020.

WITNESS my hand and official seal.

(Seal) By: ____________________________
    (manual or facsimile) Clerk

Note Resolution (Series 2020-1)  A-5
CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

Jake LaTurner, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on August ___, 2020.

WITNESS my hand and official seal.

(Seal)                                                      By: ____________________________

Treasurer of the State of Kansas
ORDINANCE NO. ___

OF

THE CITY OF LEAWOOD, KANSAS

PASSED

AUGUST 3, 2020

$[Principal Amount]
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-A
(PUBLISHED IN THE LEGAL RECORD ON AUGUST __, 2020)

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF $[Principal Amount] GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-A, OF THE CITY OF LEAWOOD, KANSAS FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Leawood, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”); and

WHEREAS, the City has previously issued and has outstanding: (a) General Obligation Improvement Bonds, Series 2017-A, in the aggregate principal amount of $18,190,000 (the “Series 2017-A Bonds”); and (b) General Obligation Refunding and Improvement Bonds, Series 2018-A, in the aggregate principal amount of $12,930,000 (the “Series 2018-A Bonds”), and in order to provide for an orderly plan of finance, the City has the opportunity and intends to issue its general obligation bonds to refund a portion of the indebtedness represented the Series 2017-A Bonds and the Series 2018-A Bonds, as follows (collectively, the “Refunded Bonds”):

<table>
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<tr>
<th>Description</th>
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<th>Dated Date</th>
<th>Maturity Date</th>
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; and

WHEREAS, the City is authorized by K.S.A. 10-427 et seq. to issue general obligation bonds for the purpose of refunding bonds of the City, and it is proposed that the City issue general obligation refunding bonds to refund the Refunded Bonds as provided herein; and

WHEREAS, the City Council of the City (the “Governing Body”) has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date, awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the
plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.


“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the Governing Body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City’s General Obligation Refunding Bonds, Series 2020-A, dated the date of delivery to the Original Purchasers, authorized by this Ordinance.

“City” means the City of Leawood, Kansas.

“City Treasurer” or “City Finance Director” means the duly appointed and acting Treasurer or Finance Director of the City, or in the absence of the Treasurer or Finance Director, the Deputy or person acting in such capacity, as the case may be.

“Clerk” means the duly appointed and/or acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.

“Governing Body” means the City Council of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Original Purchasers” means, with respect to the Bonds, the original purchasers of the Bonds identified as such in the Bond Resolution.


“Refunded Series 2017-A Bonds” means a portion of the Series 2017-A Bonds maturing by their stated terms on September 1, 2020, in the aggregate principal amount of $910,000.

“Refunded Series 2018-A Bonds” means the Series 2017-A Bonds maturing by their stated terms on September 1, 2020, in the aggregate principal amount of $1,490,000.

“Series 2017-A Bonds” means the City’s General Obligation Improvement Bonds, Series 2017-A, dated August 30, 2017, in the original principal amount of $18,190,000, of which Series 2017-A Bonds in the aggregate principal amount of $15,760,000 remain outstanding and unpaid.

“Series 2018-A Bonds” means the City’s General Obligation Refunding and Improvement Bonds, Series 2018-A, dated August 29, 2018, in the original principal amount of $12,930,000, of which Series 2018-A Bonds in the aggregate principal amount of $11,480,000 remain outstanding and unpaid.
“State” means the State of Kansas.

Section 2. **Authorization of the Bonds.** There are hereby authorized and directed to be issued the General Obligation Refunding Bonds, Series 2020-A, of the City in the principal amount of $[Principal Amount], for the purpose of providing funds to: (a) refund and retire the Refunded Bonds and (b) pay costs of issuance of the Bonds.

Section 3. **Security for the Bonds.** The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied on properties benefited by certain improvements financed by certain of the Refunded Bonds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, both real and personal, within the territorial limits of the City. The balance of the principal of and interest on the Bonds not payable first from special assessments is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. **Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body of the City.

Section 5. **Execution and Delivery.** The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Bonds and to procure the proper registration in the office of the City Clerk and in the office of the State Treasurer of the State of Kansas, and when so executed and registered, said Bonds shall be delivered to the Original Purchasers upon payment of the purchase price therefor as provided in the Bond Resolution.

Section 6. **Disposition of Proceeds.** The proceeds of the sale of the Bonds shall be deposited with the City Treasurer and used and applied as provided in the Bond Resolution.

Section 7. **Levy and Collection of Annual Tax.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting special assessments on properties benefited by certain improvements financed by the Refunded Bonds, and to the extent such special assessments shall not be so collected and to the extent necessary for the payment of Bonds not first payable from special assessments, by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible real and personal property within the City in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the City shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer and the Finance Director are hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Bond Ordinance (Series 2020-A)
Section 8. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make 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. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 10. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City, approval by the Mayor and publication in the official City newspaper.

(Remainder of this page intentionally left blank)
PASSED by the Governing Body of the City this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

(SEAL)

______________________________
Peggy J. Dunn, Mayor

ATTEST:

______________________________
Kelly Varner, City Clerk

APPROVED AS TO FORM:

______________________________
Bond Counsel

(Signature Page to Bond Ordinance – Series 2020-A Bonds)
RESOLUTION NO. ___

OF

THE CITY OF LEAWOOD, KANSAS

ADOPTED

AUGUST 3, 2020

$[Principal Amount]
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-A
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RESOLUTION NO. ___

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF $[Principal Amount] GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-A, OF THE CITY OF LEAVOOD, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Leawood, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas; and

WHEREAS, the City Council of the City (the “Governing Body”) has previously passed Ordinance No. ____ authorizing the issuance of the Bonds herein described; and

WHEREAS, the Ordinance authorized the Governing Body to adopt a resolution prescribing certain details and conditions of and to make certain covenants with respect to the issuance of the Bonds.

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

Article I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.


“Authorized Denomination” means $5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.
“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer, and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” means the General Obligation Refunding Bonds, Series 2020-A, authorized and issued by the City pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Leawood, Kansas.

“Clerk” means the duly appointed and acting City Clerk of the City or, in the City Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the City.


“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Cost of Issuance Account for General Obligation Refunding Bonds, Series 2020-A, created within the Bond and Interest Fund pursuant to Section 501 hereof.

“Dated Date” means the Issue Date.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding Bonds, Series 2020-A created within the Bond and Interest Fund pursuant to Section 501 hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the City’s Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the City and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the City and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the City to be performed, and such default shall continue for thirty (30) days
after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the City's Tax and Arbitrage Certificate and Agreement dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Finance Director" means the duly appointed Director of Finance of the City or, in the absence of the Finance Director, the duly appointed Deputy Finance Director or Acting Finance Director of the City.

"Fiscal Year" means the twelve-month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in Section 501 hereof.

"Governing Body" means the City Council of the City.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the City for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2021.

"Issue Date" means the date when the City delivers the Bonds to the Original Purchasers in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor of the City, or in the Mayor's absence, the duly appointed and/or elected Mayor or Acting Mayor of the City.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"Notice Address" means with respect to the following entities:

(a) To the City at:

City of Leawood, Kansas
Attn: City Clerk
4800 Town Center Drive
Leawood, Kansas 66211
Fax: (913) 339-6781
(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Original Purchasers:


(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the City, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Original Purchasers, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means City's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. ____ of the City authorizing the issuance of the Bonds, as amended from time to time.

"Original Purchasers" means __________, __________, the original purchaser of the Bonds, and any successors and assigns.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Article VII hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.
“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the City is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery, plus a net reoffering premium of $______________.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the City, financial ratings for the Bonds.

“Rebate Fund” means the Rebate Fund created pursuant to Section 501 hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable
redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.


"Refunded Bonds Payment Date" means September 1, 2020 or as soon thereafter as practical.

"Refunded Series 2017-A Bonds" means a portion of the Series 2017-A Bonds maturing by their stated terms on September 1, 2020, in the aggregate principal amount of $910,000.

"Refunded Series 2017-A Bonds Paying Agent" means the paying agent for the Refunded Series 2017-A Bonds as designated in the Refunded Series 2017-A Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Series 2017-A Bonds.

"Refunded Series 2017-A Bonds Resolution" means the resolution which authorized the Refunded Series 2017-A Bonds.

"Refunded Series 2018-A Bonds" means the Series 2017-A Bonds maturing by their stated terms on September 1, 2020, in the aggregate principal amount of $1,490,000.


"Refunded Series 2018-A Bonds Resolution" means the resolution which authorized the Refunded Series 2018-A Bonds.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 210 hereof.


"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2017-A Bonds" means the City's General Obligation Improvement Bonds, Series 2017-A, dated August 30, 2017, in the original principal amount of $18,190,000, of which Series 2017-A Bonds in the aggregate principal amount of $15,760,000 remain outstanding and unpaid.


"Series 2018-A Bonds" means the City's General Obligation Refunding and Improvement Bonds, Series 2018-A, dated August 29, 2018, in the original principal amount of $12,930,000, of which Series 2018-A Bonds in the aggregate principal amount of $11,480,000 remain outstanding and unpaid.


"Special Record Date" means the date fixed by the Paying Agent pursuant to Article II hereof for the payment of Defaulted Interest.
"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Treasurer" means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

**Article II**

**AUTHORIZATION AND DETAILS OF THE BONDS**

**Section 201. Authorization of the Bonds.** The Bonds have been duly authorized and directed to be issued pursuant to the Ordinance in the principal amount of $[Principal Amount], for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in an Authorized Denomination and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and shall bear interest at the rates per annum as follows:
SERIAL BONDS

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<thead>
<tr>
<th>Stated Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
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The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in Section 204 hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as EXHIBIT A 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 et seq.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the City is hereby authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds to serve as such.

The City will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 et seq. and K.S.A. 10-620 et seq., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at
such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

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 Owner thereof or by the Owner’s duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution 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 Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Article III hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this Article II.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective 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 Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, 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 are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as EXHIBIT A hereof, which shall be manually executed by an 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. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has 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 under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Original Purchasers upon instructions of the City or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City’s request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 210. Book-Entry Bonds; Securities Depository. The City and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The City may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the City determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or
(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no 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 Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities 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 that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.


Bond Resolution (Series 2020-A)
The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Finance Director of the City are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Original Purchasers in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The City agrees to provide to the Original Purchasers within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Original Purchasers to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Original Purchasers is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Original Purchasers. Delivery of the Bonds shall be made to the Original Purchasers on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

Article III

REDEMPTION OF BONDS

Section 301. Redemption by City. The Bonds shall not be subject to redemption and payment prior to their stated maturity.

Article IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied on properties benefitted by certain improvements financed by certain of the Refunded Bonds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, both real and personal, within the territorial limits of the City. The balance of the principal of and interest on the Bonds not payable first from special assessments is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting special assessments on properties benefitted by certain improvements financed by the Refunded Bonds, and to the extent such special assessments shall not be so collected and to the extent necessary for the payment of Bonds not first payable from special assessments, by levying and collecting the necessary taxes upon all of the taxable tangible real and personal property within the City in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the City.
shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer and the Finance Director are hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Article V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the City the following Funds and Accounts:

(a) Series 2017-A Bonds Refunding Fund.
(b) Series 2018-A Bonds Refunding Fund.
(c) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2020-A (within the Bond and Interest Fund).
(d) Debt Service Account for General Obligation Refunding Bonds, Series 2020-A (within the Bond and Interest Fund).
(e) Rebate Fund for General Obligation Refunding Bonds, Series 2020-A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds and other available funds of the City shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds, if any, shall be deposited in the Debt Service Account.
(b) The sum of $_________ shall be deposited into the Series 2017-A Bonds Refunding Fund.
(c) The sum of $_________ shall be deposited into the Series 2018-A Bonds Refunding Fund.
(d) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Costs of Issuance Account.

Section 503. Application of Moneys in the Costs of Issuance Account. Moneys in the Improvement Fund shall be used for the sole purpose of paying Costs of Issuance. Any funds remaining in the Cost of Issuance Account on February 28, 2021 should be transferred to the Debt Service Account.


Section 505.  Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall 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 Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506.  Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular Article VII hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.
**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main office located in the City; or (b) if no such entity has a main or branch office located in the City, with such an entity that has a main or branch office located in the county or counties in which the City is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the City so that there shall be no commingling with any other funds of the City.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; 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 was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

**Article VI**

**DEFAULT AND REMEDIES**

**Section 601. Remedies.** The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, 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 Bond 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 602. Limitation on Rights of Owners.** The covenants and agreements of the City contained herein 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 herein 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 Bond Resolution. 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 herein, or to enforce any right hereunder, 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 Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein 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.
Article VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the City’s faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (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 for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with Article III hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

Article VIII

TAX COVENANTS

Section 801. General Covenants. The City covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, Finance Director and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the City. 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.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

Article IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The City hereby covenants with the Original Purchasers and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Original Purchasers and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Original Purchasers and/or any Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Original Purchasers or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Original Purchasers and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the City to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

Article X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of the financial statements of the City for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the City shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the City and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be
recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the City may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, 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, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:
(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the City.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The City, the Paying Agent and the Original Purchasers may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the City, including the Mayor and Clerk, are hereby 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 Bond 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 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.
PASSED by the Governing Body of the City of Leawood, Kansas this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

(Seal)

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Bond Counsel

(Signature Page to Bond Resolution – Series 2020-A)
EXHIBIT A  
(form of bonds)

REGISTERED NUMBER ___  

REGISTERED $______

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2020-A

Dated Date  
August 20, 2020

Maturity Date  
September 1, 20__

Interest Rate  
_____%  

CUSIP  

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Leawood, in the County of Johnson, State of Kansas (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2021 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount.
of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the City designated “General Obligation Refunding Bonds, Series 2020-A,” aggregating the principal amount of $[Principal Amount] (the “Bonds”) issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). 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. 10-101 to 10-125, inclusive, K.S.A. 10-427 et seq., K.S.A. 10-620 et seq., K.S.A. 12-614 et seq., K.S.A. 12-685, et seq., K.S.A. 12-6a01 et seq., K.S.A. 13-1055a and 13-1055b, each as amended and supplemented from time to time and the City’s Home Rule Authority under Article 12, Section 5 of the Constitution of the State of Kansas, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the City payable as to both principal and interest: in part from special assessments levied on properties benefited by certain improvements financed by certain of the Refunded Bonds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, both real and personal, within the territorial limits of the City. The balance of the principal of and interest on the Bonds not payable first from special assessments is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are not subject to redemption prior to their stated maturities.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial
owners. The City and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the City, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The City shall pay 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. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**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 the City, including this series of Bonds, does not exceed any constitutional or statutory limitation.
IN WITNESS WHEREOF, 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 Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF LEAWOOD, KANSAS

(Seal) By: ____________________________
Mayor (manual/facsimile)

ATTEST:

By: ____________________________
Clerk (manual/facsimile)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2020-A, of the City of Leawood, Kansas, described in the within-mentioned Bond Resolution.

Registration Date ____________________

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

Registration Number: 4182-046-082020-___

CERTIFICATE OF CLERK

STATE OF KANSAS )
COUNTY OF JOHNSON ) SS.

The undersigned, Clerk of the City of Leawood, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of _________, 2020.

WITNESS my hand and official seal.

(Seal) By: ____________________________
Clerk (manual/facsimile)
CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

Jake LaTurner, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on ______________, 2020.

WITNESS my hand and official seal.

(Seal)                                      By: ____________________________

                                         Treasurer of the State of Kansas

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 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 ____________________________

Name

_______________________________________________

Social Security or
Taxpayer Identification No.

_______________________________________________

Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By ____________________________
LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)
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177 checks in this report.

Grand Total All Checks: 665,187.21
Council Minutes

Regular Meeting
THE LEAWOOD CITY COUNCIL

Minutes

July 20, 2020

Councilmembers present: Julie Cain, Chuck Sipple, Jim Rawlings, Mary Larson and James Azeltine.

Councilmembers present via Zoom: Debra Filla, Andrew Osman and Lisa Harrison.

Councilmembers Absent: none

Staff present: Scott Lambers, City Administrator
Dawn Long, Finance Director
Chief Troy Rettig, Police Department
Chris Claxton, Parks and Rec Director
David Ley, Public Works Director

Staff present via Zoom: Richard Coleman, Planning Director

Patty Bennett, City Attorney
Mark Tepesch, Info. Services Specialist III
Colin Fitzgerald, Fire Chief
Nic Sanders, HR Director
Kelly Varner, City Clerk

Others present via Zoom: John Petersen, Polsinelli Law Firm, Rick Lashbrook, Lashbrook Company, Mary Tinkler and Scott Keller, KBS III Park Place Village LLC representatives.

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

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

3. CITY CLERK STATEMENT

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

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

4. PROCLAMATIONS

5. PRESENTATIONS/RECOGNITIONS
6. SPECIAL BUSINESS
Resolution approving the 2021-2025 Capital Improvement Program [C.I.P.] for the City of Leawood (PC)

Director of Finance Dawn Long stated that the CIP was reviewed by the Planning Commission and accepted questions.

A motion to approve Item 6 was made by Councilmember Larson, seconded by Councilmember Azeltine. Motion was approved with a unanimous roll-call vote of 8-0.

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

A. Accept Appropriation Ordinance Nos. 2020-25 and 2020-26
B. Accept minutes of the July 6, 2020 Governing Body meeting
C. Accept minutes of the June 8, 2020 Budget & Finance Committee Work Session
D. Approve Mayoral Appointment of the Historic Commission
E. Resolution approving and authorizing the Mayor to execute an agreement in the amount of $36,852.00 between the Board of County Commissioners of Johnson County and the Cities of Leawood and Prairie Village pertaining to the construction of storm sewer improvements [2020 Stormwater Improvements Project 80256] (PW)
F. Resolution approving and authorizing the Mayor to execute a Contract Change Order No. 1 in the amount of $38,520.00 between the City and Superior Bowen Asphalt d/b/a O’Donnell & Sons pertaining to work on the South Bike Loop and ADA upgrades to College Boulevard and Brookwood [Project 70027] (PW)
G. Resolution approving a Final Plan for the Leawood Mission Valley Monument Sign located south of 151st Street on Granada Road (PC Case # 47-20) (PC)
H. Approve an expenditure in the amount of $120,350.00 to Central Salt for the purchase of 2,500 tons of untreated winter rock salt (PW)
I. Declaration of Surplus Property: (1) 2009 Ford Escape for Purple Wave sale (PW)
J. Police Department Monthly Report
L. Municipal Court Monthly Report

Mayor Dunn requested to pull Item 7K.

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

K. Fire Department Monthly Report

Mayor Dunn pointed out two retirements, including Captain Troy Schoepnner, who served 25 years, and Captain Joe Sullivan, who served 27 years. She expressed gratitude and congratulations to both.

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

The next regular meeting of the Leawood Governing Body will be Monday, August 3, 2020
8. MAYOR’S REPORT

- Mayor Dunn offered sincere appreciation to Leawood Foundation Chairman Alice Hawk and Foundation Board Members Michelle Dehaemers, Marc Elkins, Ken Selzer, Suzanne Teel, State Farm and Mel Hawk for generously donating an appreciation luncheon for our Leawood Police and Fire Departments, Public Works and Parks and Recreation maintenance personnel. This was a special event held at Ironwoods Lodge. She thanked Parks and Recreation Director Chris Claxton and her team for assisting with the logistics.

- Mayor Dunn offered congratulations to the City of Leawood for national recognition by LendEDU as one of the “most budget friendly cities in the country for renters.” There were over 25,000 American cities in the contest for the ranking, and each was ranked according to its rent-to-income ratio or the proportion of a city’s median household income that goes to annual rent costs, including utilities. The lower percentage is more favorable. Leawood had an average annual rent cost of $19,156 and a median household income of $118,795 for a rent-to-income ratio of 16.13%. It is recommended that rent should cost no more than 30% of a renter’s annual income, so the numbers speak well to Leawood’s proximity to high-paying jobs relative to affordable housing in the area. Leawood’s rent-to-income ratio in the country was No. 149 out of the 25,000, and in the State of Kansas, it was No. 4.

9. COUNCILMEMBERS’ REPORT - none

10. CITY ADMINISTRATOR REPORT - none

11. STAFF REPORT - none

COMMITTEE RECOMMENDATIONS

12. PLANNING COMMISSION

[From the January 28, 2020 Planning Commission Meeting]

Ordinance approving Planning Commission’s recommendation of denial of request for Revised Preliminary Plan for a Mixed Use and Medium Density Residential Development, located south of 135th Street and west of Kenneth Road (PC Case 04-20)

[Roll-Call Vote] [Continued from May 4, 2020, May 18, 2020, June 1, 2020, June 15, 2020 and July 6, 2020 Governing Body Meetings] (PC)

City Administrator Scott Lambers stated that he had sent an email recapitulating the conversations between the City and the application’s representative, Mr. Petersen. He indicated they were not able to come to a mutually agreeable solution to the issue; therefore, there is an approved Preliminary Plan that calls for the third lane of 135th Street to be installed and for the power lines to be buried. The Revised Preliminary Plan on the dais removes those stipulations. Any and all conversations with regard to trying to reach a compromise are now off the table. The final communication from the applicant was that the client wished to discuss the issue directly with the Governing Body.

Councilmember Harrison stated that she was under the impression that there would be a work session to learn about finance options available with hopes that some of those options could be used in this case.

The next regular meeting of the Leawood Governing Body will be

Monday, August 3, 2020
Mr. Lambers replied that a work session was scheduled to review the current economic development policies. Each will be reviewed, and he will also identify economic incentives that currently do not have policies, which would include property tax abatement. After that meeting, City Council will give guidance as to next steps. These polices are old, and there may be some desire to modify them to reflect trends in today's market. That would most likely be included in a subsequent meeting based on guidance offered.

Councilmember Cain asked for clarification of what was tabled and what was being presented currently.

Mr. Lambers confirmed that the proposed changes from the twin villas to the quadplexes was not being considered, and it could be remanded back to the Planning Commission to discuss details.

Mayor Dunn asked for applicant comments.

John Petersen, Polsinelli Law Firm, appeared and reviewed the proposed project. He reviewed that on July 6th, he presented a three-step proposal, covering the villas and the vertical mixed-use building on 135th Street with the parking structure. The cost of $2.1 million would become due when the Mixed-Use Development (MXD) began. He worked with Mr. Lambers and the Finance Department to deliver the other $7.5 million of public streets that would support the villas and, in part, the townhomes. He pointed out that the costs are not necessary to support the project from the perspective of traffic safety, capacity, ingress, and egress. He felt that it was more necessary for the City at large. He pointed out what he felt to be two fundamental influencers on consideration of the proposal, including the applicant's initial agreement to do the $2.1 million in improvements. He pointed out that these issues were always points of contention for the applicant, but it became a condition for approval. The idea was put in the infrastructure and then find a mixed-use multi-family developer that has done vertical development, sell the property and get an immediate return on investment. Many developers in the area who have done vertical development entered into discussions but could not get rates high enough to build parking and also take on costs. Other developers were consulted, but they requested land in the deal, which changed the look of the financing. The other influencer was that the developer could lower the price on the land. The landowner has contributed to the costs of public improvements, and the land is also a lower value than it would be if it were in a different location. He pointed out that he would like to go back to the Planning Commission to get the townhome concept in place. There is consensus on Special Benefit District (SBD) financing for the roads that have to be done to support the villas and townhomes at $7.5 million, which is about 16% of the cost. The developer then offered $700,000 toward the $2.1 million, which included higher equity and lower land costs. In discussions with Mr. Lambers, the $700,000 contribution needed to be increased to $1.1 million. He asked for the City to invest in project to help make up the difference between the $700,000 and $1.1 million. He stated that private capital invested in the project will be $109 million with property taxes of $22,106.10 split between all the different tax jurisdictions. The City's share of the yearly property tax off the site today is $165.62. With the completed project, the yearly property tax paid is projected to be $1.59 million per year with the City's share being $310,963 per year. Ten-year projections are $106,000 for vacant ground. City of Leawood would collect $828.10; completed project would produce $16,724,000. City of Leawood would collect $3,253,000. Nearly half of the $16 million would go to schools. The day the building permit is pulled, the City receives $1.1 million for the 135th Street Corridor Impact Fee.

He requested Industrial Revenue Bonds (IRB), which the Kansas Department of Revenue states are the most popular and cost-effective methods of financing. They include the benefit of exemption for labor and materials purchased as part of construction. He estimated that the tax exemption would impact
Leawood by approximately $100,000. The balance of the benefit comes from the state not collecting sales tax. He pointed out MXD developments in other cities have all been built with incentives and sales tax exemptions. He addressed the concept of precedent by suggesting developing a policy that incent targeted projects that pay for improvements that affect the City and that allows for consideration on a case-by-case basis. He asked to take the townhome concept back the Planning Commission for review and direct staff to prepare a development agreement to address the benefit district financing, sales tax exemption, and contractual obligations of the Impact Fees.

Mayor Dunn asked what the duration would be for the IRB.

Mr. Petersen replied that to get an exemption, the property has to be momentarily owned by the City through a lease and a lease back. Once building materials are purchased, the bonds are retired.

Mr. Lambers stated that the City went through the Capital Improvement District (CID) process carefully to establish the policy itself. As part of that, the road work was considered. What was agreed upon was that the applicant would need a Preliminary Plan and Rezoning if necessary. Once those were approved, the applicant would file a Final Plan and a plan for financial incentives. Right now, this conversation is not correct procedurally. If the applicant would like to return to the Planning Commission to discuss the quadplexes, it would be appropriate. The conversation about IRB needs to happen with City Council. Stipulations need to be considered the responsibility of the developer and would remain in place. If the City provides financing for any part of the project, it would occur in the second phase. In terms of IRBs, there are a few problems. The applicant has to own 80% of the building, which is not Mr. Lashbrook’s intent. IRBs are intended to create jobs, which would be the secondary benefit to granting any financial incentives. Leawood also does not allow IRBs for single buildings. The stipulations would need to remain with the plan. City Council would add them to the plan and then remand it to the Planning Commission, then it would come back, all of which maintains the integrity of the planning process.

Mayor Dunn confirmed it would still be a Revised Preliminary Plan and that the incentive conversation would occur during the Final Plan.

Mr. Lambers affirmed that the Final Plan comes under consideration at the same time as consideration of financial incentives.

Councilmember Sipple asked who would amortize the SBD debt being used as payment for the internal streets.

Mr. Petersen replied that part of it will be laid off on villa owners, but only so much can be handled that way or the lots won’t sell. That is why the SBD is a benefit for only 16% of the cost. The rest will be privately financed debt and equity.

Mr. Lambers stated that the financing discussion is not part of the planning process. The question was not appropriate because it is part of the development agreement.

Mr. Petersen stated that the approach is difficult because a developer must go to the Final Plan stage at $400,000-$500,000 of engineering costs to find out if the deal is feasible.

Mr. Lambers replied that Mr. Petersen agreed to it when it was established as a practice.
Mr. Petersen stated that he understood the difference between zoning and land use review and approval. He asked why an investment package couldn't be considered.

Mayor Dunn pointed out that financing was discussed in the last meeting; it is the suggestion of the IRB that conflicts with the planning process.

Mr. Lambers reiterated that the Preliminary Plan is supposed to give a good perspective of what will be built. When the application for Final Plan and the financial requests are considered, they match up with one another. He expressed concern about the statement that the Preliminary Plan was subject to changed due to the developer's wishes. The idea is that negotiations occur during Preliminary Plan consideration, and the Final Plan should be substantially compliant with the Preliminary Plan. He asked that the project be remanded back to the Planning Commission for review of the quadplexes, at which time it can return for Governing Body consideration. After that is approved, financing can be discussed. The body likes the plan; the only objection is about the financing. He suggested that Mr. Petersen should review the December 3, 2019 City Council minutes, where the power lines and the third lane were not part of the objections and that Mr. Petersen extolled the virtue of the third lane and burying the power lines being part of the Certificate of Occupancy for the first villa.

Mr. Petersen stated that Leawood has a planning document that speaks to many financing issues. He asked to reduce the stipulations to a maximum contribution on the stipulations that speak to burying power lines of $1.1 million.

Mr. Lambers asked what his estimate of the sales tax exemption savings to the developer was.

Mr. Petersen replied that it is between $1 and $1.3 million, but there are other costs.

Mr. Lambers asked about the difference of $200,000.

Mr. Petersen replied that it accounts for bond fees. He stated that it is a $32 million building with approximately 40-50% being building materials.

Mr. Lambers asked if the developer would give $1.1 million and receive $1.2 million.

Mr. Petersen stated that there are other calculations.

Councilmember Azeltine was in favor of remanding the issue back to the Planning Commission but wanted to add in stipulations regarding road improvements. He stated that it seemed that the developer wanted to do the residential portion and then would seek the IRB at the time the MXD portion begins.

Mr. Petersen replied that was correct.

Councilmember Azeltine expressed concern because if the MXD portion is not completed, the street improvements are also on hold. Because an IRB has never been done in Leawood, it will require a deep conversation. The discussion of financing will be concurrent with the Final Plan discussion, as it has been in the past with other financing vehicles.
Mr. Petersen stated that the payment for the third lane and/or power lines tied to the commercial development was at the suggestion of staff as an offer of negotiation and probably the only practical way to do it.

Mr. Lambers disagreed and said that there was not a statement about when the payment would be due; it was an Impact Fee for the entire project. He was willing to consider two payments: one at the beginning and another later in the process. His proposal was two payments totaling $600,000 for streets and $500,000 for burying power lines and included the developer making a payment related to the project and not going toward anything else.

Mr. Petersen asked when the payments would occur.

Mr. Lambers replied that one would be at the time of the first Certificate of Occupancy, and the other would be at the time of Certificate of Occupancy for the MXD building.

Mr. Petersen replied that he misunderstood the communication about the matter.

Mr. Lambers replied that it could still be discussed at the appropriate time.

Councilmember Azeltine pointed out that the proposal reduces the City’s risk.

Mr. Lambers reiterates that it would be part of the development agreement, along with the SBD and everything else. Another part of the discussion was using temporary financing.

Councilmember Harrison thanked Mr. Petersen for sharing property tax numbers. She asked who paid for the streets when JC Nichols built Waterford.

Mr. Petersen replied that there was probably not a collector street but that the developer probably didn’t pay anything for Mission Road, which was left unimproved even though it was most likely on the Capital Improvement Plan to be widened at some point.

Councilmember Harrison asked if the developer traditionally pays for the internal streets.

Mr. Petersen confirmed that is the case, and it is what the developer is planning for the current proposal.

Councilmember Harrison asked if that was the $7.5 million.

Mr. Petersen replied that it is part of the $7.5 million because 137th Street is included as well.

Councilmember Harrison asked if there was only one mixed-use building and which one it was on the plan.

Mr. Petersen replied that Buildings A, B, C, and D are MXD.

Councilmember Harrison asked if the remainder of the financing would come to the City when Buildings A, B, C, and D begin construction.

Mr. Petersen confirmed that it would.

The next regular meeting of the Leawood Governing Body will be Monday, August 3, 2020.
Councilmember Osman stated that Mr. Petersen did a good job of explaining the points that a developer goes through and some of the financial ramifications for both the developer and the City; however, he thought the efforts to compromise were in good faith, but it is a difficult process. An IRB is a new tool, so the understanding is new as well. He agreed that the plan should be remanded to the Planning Commission and that the Councilmembers could learn more about the tools before discussing a policy that includes them. He understood that time could be an issue, but he felt it was important to allow the Councilmembers to fully understand the new financing option.

Councilmember Filla asked if there was a commitment to if/when the mixed-use development would occur.

Mr. Petersen replied that the market would decide that, but if it’s not built, there is no incentive.

Councilmember Filla asked if the villas would be in the $700,000-$750,000 range.

Mr. Petersen replied that it was more like $600,000-$650,000, and the townhomes are in the $450,000 range.

Councilmember Filla stated that she didn’t remember a presentation where sales tax and revenue that came to the City and schools served as justification for the development. She didn’t remember using SBD for streets, either. The IRB and tax abatement are new. She wondered if, because of all the compromising and subsidizing, is it not the right time for the development. She expressed concern about office use in the future and that the housing market price that Leawood needs is lower than that. She did not like the idea of a tax abatement or SBD fees passed on to homeowners. She stated that the pandemic has the potential to change how people live, how people drive, and where people work.

Councilmember Cain stated that the project was fully supported with an override of the Planning Commission and staff recommendations. She didn’t know if the Planning Commission could approve the project if it goes back if something contradicts the LDO. She also talked about utilizing the IRB and how the developer gets back the $1.1 million but the City does not get anything back. She encouraged considering employing the IRB on the entire amount and dividing the responsibility for the remainder of the funding between the developer and the City. She expressed frustration with the project being approved based on the developer’s agreement to stipulations but then the developer now changing their position. She still supports the development.

Mayor Dunn stated that the Planning Commission’s last denial had no objection to the proposed phasing, and neither is the Governing Body. They got into deep discussion about who would pay for the signal, the third lane, and the burial of the power lines. They knew it was not their charge to decide, so they split the requests into four parts and voted on individual motions. The overall motion was to deny. She assumed the finance discussions would not occur with a remand, but she didn’t know for sure. She asked Mr. Lambers if the phasing needed to be discussed with the stipulations being added back in.

Mr. Lambers replied that it did not need to be done, as the applicant would come with a proposal. He felt it was important to distinguish between a stipulation that costs the developer versus financial incentives from the Governing Body; the Planning Commission has no role in that.

Mayor Dunn stated that everyone is fine with the phasing.

The next regular meeting of the Leawood Governing Body will be
Monday, August 3, 2020
A motion to remand Case 04-2020 – 135th Street and Kenneth Road – Mixed Use Medium Density Residential – Request for approval of a Revised Preliminary Plan – with the addition of stipulations dealing with public improvements to 135th and Kenneth and the burying of power lines back to the Planning Commission was made by Councilmember Azeltine.

Ms. Bennett pointed out that the stipulations are still included.

Mr. Lambers stated that the application was revised to remove the stipulations.

Mr. Petersen stated that he asked for them to be removed but that the application was not made regarding that. He stated that he asked the Planning Commission to modify the stipulations that dealt with financing.

Councilmember Azeltine stated that it includes Impact Fees and the improvements to 135th Street.

Councilmember Cain points out that the applicant asks for the change in the approved Preliminary Plan to delete Stipulation No. 4.

Mayor Dunn pointed out that the townhomes were not part of either one.

Councilmember Azeltine stated that the same application that the Planning Commission denied is remanded back.

Mayor Dunn stated that it now includes the townhome discussion.

Ms. Bennett stated that it should be remanded to consider the townhomes, phasing, and perhaps ask for a partial approval that addresses phasing and townhomes while denying the parts of the application that deal with the streets and power lines.

Mayor Dunn stated that planning staff needs to look at the townhomes.

Mr. Lambers stated that it should be able to be remanded to the August meeting, and it would come back to City Council the second meeting of September.

The motion to remand was amended to include the phasing and the townhomes by Councilmember Azeltine, seconded by Councilmember Filla.

Councilmember Cain asked if the entire proposal, including the desire to delete stipulations, would be remanded.

Councilmember Azeltine pointed out it is just their desire and that the stipulations are still included.

Mayor Dunn stated that a denied Preliminary Plan that has been modified is what is being remanded. She asked if it requires a simple majority if it is denied a second time.

Mr. Lambers replied that anything that comes back requires a simple majority and that the argument is that the change is not substantial, which is why it can be remanded.
Councilmember Cain replied that the case hasn’t been reviewed since January.

Ms. Bennett pointed out that they will have minutes to review, which will make clear that they are not being asked to reconsider their decision based on the stipulations for the road construction and the burying of the power lines; rather, they are being asked to consider the phasing and the townhomes.

Mayor Dunn suggested that Ms. Bennett attend the Planning Commission meeting. She asked for additional discussion.

**Motion was approved with a unanimous roll-call vote of 8-0.**

**13. OLD BUSINESS**

Ordinance amending Chapter 14, Article 5 of the Code of the City of Leawood, 2000, by adding a new Section 14-501a entitled “Towing of Vehicles from Private Property [non-city initiated]” and repealing other sections in conflict herewith [ROLL-CALL VOTE] [Continued from March 2, 2020, March 16, 2020 and May 4, 2020 Governing Body Meetings]

Ms. Bennett stated that the last presentation of this ordinance amendment was pre-pandemic when everything was different. Mr. Leibold, an attorney from Lawrence, appeared in front of this body. Certain tow operators asked us to pass this because under state statute, they can only have liens against vehicles towed from private property if they are towed in accordance with provisions of either a county resolution or a city ordinance. There were a few concerns, one of which was answered by the ordinance itself. The other prompted a revision: if there is a disabled vehicle on private property, the entire development does not need to be posted in order to tow, but the car can be stickered with a tow warning. The ordinance provides that when a car is towed, the Police Department will be notified with the car’s location. There are no changes from what was presented in March. Mr. Leibold is fine with it as is. He did not wish to participate tonight.

Councilmember Azeltine stated that Subsection 3 was modified to address the issue of the disabled car in a lot and allows the property owner to affix a written notice to the car. He asked if that was standard in other places. He wondered about the potential for shenanigans.

Ms. Bennett replied that it could occur, but the owner is supposed to mark on the notice when it was posted. If it came to court, they would need to testify that they put the placard on the car.

Councilmember Azeltine asked if the Police Department would have any involvement.

Ms. Bennett confirmed they would not sticker the car on private property.

Councilmember Sipple asked how many times in a given year this situation would come into effect.

Ms. Bennett replied that the City has never governed private tows and has no count. Currently, private tows can occur; they just don’t have to notify the City when they do it. This will help if someone thinks a car has been stolen when it actually has been towed.
Councilmember Sipple asked if a commercial property owner calls a tow service, is the Police Department involved at all.

Ms. Bennett replied that they do not have to but, in some cases, have done so. Most tow operators will let police know.

Mayor Dunn stated that a neighboring city had cars being towed from a mixed-use development and it was a headline news story for several nights. She remembered it being remedied quickly.

Councilmember Harrison asked if apartment buildings would be considered private property.

Ms. Bennett replied that they are.

Councilmember Harrison asked about a situation with a visitor who parks in a complex parking lot and doesn’t use the car for a week. She wondered if the car could be stickered and towed? She asked similarly how a car owner would indicate that a car wouldn’t start and had to be left in a parking lot.

Ms. Bennett replied if the car violates the owner’s rules on who parks in the lot, it would be subject to the ordinance.

Councilmember Harrison expressed concern about cars being towed if they have legitimate reasons for not moving them.

Mr. Lambers stated that many apartment complexes ask to be informed of any visiting vehicles.

Councilmember Azeltine stated that the spot would have to have a No Parking sign.

Mr. Lambers pointed out that many complexes have such signs.

Councilmember Harrison was still concerned about a disabled vehicle in a commercial parking lot.

Mr. Lambers pointed out that it is private property, and the owners have the right to manage it.

Ms. Bennett stated that currently, cars can be towed in that situation; this ordinance just adds a layer to it that allows the tow company to get a lien.

Mr. Lambers pointed out that the tow companies notify the City so the owner will pick up and pay for the car.

Mayor Dunn asked for further discussion.

A motion to approve Item 13 was made by Councilmember Larson, seconded by Councilmember Cain. Motion was approved with a unanimous roll-call vote of 8-0.

14. OTHER BUSINESS

15. NEW BUSINESS
Ordinance establishing a Common Consumption Area and authorizing the possession and consumption of alcoholic liquor within its boundaries [Park Place CCA] [ROLL-CALL VOTE]

Ms. Bennett stated that this amends an ordinance approved a year ago. Park Place would like to expand hours, and staff has no objection to it. The hours would be M-W 11:00 a.m. – midnight, Th-F 11:00 a.m. – 2:00 a.m., Saturday 10:00 a.m. – 2:00 a.m. and Sunday 10:00 a.m. – midnight. The state passed a statute that allows private developments to allow people to drink open containers outside of businesses in a delineated area. The area listed in the application is the green area next to The Ainsworth.

Mayor Dunn asked if the liquor was sold at restaurants or if residents can bring alcohol to Barkley Square.

Ms. Bennett replied that it could be sold by Ainsworth with a permit. That is the only restaurant that abuts the area.

Mayor Dunn expressed some concern about the 2:00 a.m. time on weekends.

Mary Tinkler, Park Place Property Management, appeared and spoke about the ordinance. She understood that people could bring their own alcohol; however, it is not advertised. The idea for the common consumption area is to bring business to the current tenants, especially those adjacent to Barkley Square.

Mayor Dunn asked if the time frame with the late nights caused any concern with residents nearby.

Ms. Tinkler stated that residents are not out past many of the event times but that the intent was to allow those at Ainsworth time to enjoy their drinks. Many of the customers are residents who walk over regularly. Security and signage will be present, indicating boundary lines.

Councilmember Cain stated that the time frame extension is a big jump. She wondered if there could have been a middle ground.

Ms. Tinkler replied that the reason for the request is twofold. One is to allow customer in the open space on the weekdays; the other is to try to help our businesses rebound from the effects of the pandemic. The thought was that this could attract customers who are not ready to be inside but may want a safe outlet outdoors. There are not many activities currently happening in Leawood.

Councilmember Cain stated that it was an excellent point.

Councilmember Sipple asked if the hours would be the same as The Ainsworth’s hours.

Ms. Tinkler replied that they would be.

Councilmember Sipple asked how Park Place would enforce the boundaries of Barkley square so people don’t wander with a drink in their hands.

Ms. Tinkler replied that a security guard is onsite through those hours.

The next regular meeting of the Leawood Governing Body will be
Monday, August 3, 2020
Councilmember Sipple asked if it would be Park Place security. He expressed concern about someone being overserved and wandering around.

Ms. Tinkler affirmed that it would be.

Ms. Bennett suggested language that allowed the City to non-renew annually. It was a five-year term, but at the end of each year, the City could give notice that it would not be renewed.

Mr. Lambers pointed out that the noise aspect is a concern because enforcement is at the property line. People in the immediate facility would not have the ability to complain because it is within their property. He was not in favor of 2:00 a.m. and thought 1:30 a.m. would be sufficient; however, it could be modified if there were complaints.

Councilmember Sipple asked if this would be in effect when ice skating is going on.

Councilmember Aze'tine asked how late The Ainsworth is open now.

Mayor Dunn replied it is open until 2:00 a.m.

Mr. Lambers stated that his apartment complex has a pool and putting green, and both are open until 10:00 p.m., but there is no restaurant or bar connected to it.

Councilmember Aze'tine stated that he liked Ms. Bennett’s idea about bringing it back for review.

Tom Keller, General Manager, Park Place Village, appeared and pointed out that the value that the residents bring is paramount to the development, so if it becomes a problem with noise, the hours would get pulled back. The intent is to overlap with The Ainsworth’s hours because it becomes difficult to convince people they can be outside certain times but not other times, especially when the restaurant is open.

Mr. Lambers expressed concern that people could call the police, and nothing could be done because the noise ordinance is what it is.

Councilmember Fillia appreciated the suggestion of reviewing the hours every year. She pointed out that when people drink, they get loud. She hoped that Mr. Keller would be cognizant of residents’ concerns.

Mr. Keller agreed that he wants his residents to be happy with the arrangement.

Councilmember Aze'tine pointed out that it is in Park Place’s best interests to make sure this is pleasing for everyone, and he felt it would take care of itself if it developed into a situation. He reiterated that the annual evaluation is a good plan.

Councilmember Harrison pointed out that the hours on the website for The Ainsworth are not what are listed in the ordinance. She had no idea that any business in Leawood was open past midnight. She seconded the concerns about it being a residential area. She wants the businesses to rebound but not to the detriment of the residents. She preferred midnight or 1:00 a.m. She appreciated the right to look at the ordinance in a year.
Councilmember Sipple echoed Mrs. Harrison's comments in wanting to keep the businesses successful.

Mayor Dunn pointed out that the annual review sounded like a good idea, but she hoped that if Park Place saw this as an issue in the first few weeks, they would take it upon themselves to modify.

Mr. Keller affirmed that they would monitor it and felt comfortable doing so because they have had no problems up to this point with Barkley Square.

A motion to approve Item 15 was made by Councilmember Filla.

Ms. Bennett stated that it would automatically be renewed annually unless the City gives notice of non-renewal prior to the next renewal date.

Seconded by Councilmember Azeltine. Motion was approved with a unanimous roll call vote of 8-0.

A. ADJOURN

Meeting was adjourned at 9:03 PM

The next regular meeting of the Leawood Governing Body will be Monday, August 3, 2020
ADVISORY BOARD
Meeting Minutes – June 9th, 2020 - 3:00 p.m.

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

Board members in attendance: Chair Karen Ward-Reimer, Kim Galbraith, Greg Williams, and JoLynn Hobbs.

Board members absent: Gary Swanson, Bob Wright, and Amy Vlasic.

Council liaisons present: Chuck Sipple and Julie Cain.

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

Chair Karen Ward- Reimer called the meeting to order at 3:00 p.m.
A roll call vote was taken to approve the minutes. The minutes were approved unanimously by all members.

I. Old Business

A. Update on Footings for Art Pieces

Holly informed the committee that the bid for the footings of “Women of The World” and “Inspiration” would be opening up again in the next few weeks. The bid has been restructured to include more specific work details and remove some of the specs to help possibly lower the cost.

Chris added that the initial bids they received from three companies were very high in terms of cost. The bids also included aspects and costs of the projects that could be done in house, by the City. She stated she believed we could still have both pieces installed by the end of the year.

B. Update on Design for Trail from City Hall to Parkway

Brian stated that this project has been delayed due to COVID-19 but he is working with the design engineers on ramping back up the process now that the stay at home order has been lifted. Before the COVID-19 shutdown, they were still working on designing lighting for the tunnel under Roe. They are still working with the Sunrise Assisted Living Facility on an accessible path from their back door to the trail.

Council Liaison Cain stated that at the City budget meeting they discussed spending money conservatively this year because of COVID-19. She stated they are pushing
back several road projects in order to be fiscally responsible. She asked if this trail project should be pushed back in order to be fiscally conservative.

Chris stated that the project total would be approximately $850,000, which is not an extremely large compared to others like road projects. She stated that for the next year the special park fund will be reduced to $600,000 versus the typical budget, which is 1 million per year. She stated there might be additional money to use in the park impact fee, which has a balance of approximately $200,000. Chris stated that she would like to reevaluate upcoming projects at the July Parks and Recreation Advisory Board meeting.

C. Update on RFQ for Design of Pool House Replacement at Leawood Aquatic Center

Chris stated that Brian Anderson, Public Works Director David Ley, and she interviewed three design firms with aquatic building experience. Following the interview, they made a recommendation to use SFS Architecture. She stated that she received the first round of proposal for design fees and she believed the costs were high and not in line with the project budget.

Brian stated that he believes the initial round of fees may be high because they discussed additional elements that may or may not be a part of the project. An example would be the suggestion of a birthday party room at the facility, which would add additional costs like HVAC. These suggestions may or may not be incorporated into the final project, but may have influenced the cost of the design fees. SFS will send over initial cost estimates, and then staff will then decide what will fall in line with the budget.

Council Liaison Sipple asked if the cost estimate is for hours worked or percentage of the project total.

Brian responded that it is a combination of both fees. Many aspects of the project were bid as a not to exceed estimates, which resulted in higher estimates and a worst case scenario. Brian added that there is a 9% fee for the architecture design plus an additional fee for any kind of specialized engineering including civil engineering.

Chris added that this project is a Design/Bid/Build, which allows for more flexibility. She added that the building needs to be replaced as soon as possible.

Kim Galbraith asked if Chris had asked other Kansas Parks and Recreation members if a 9% fee is accurate.

Chris stated she spoke with David Ley, Public Works Director on design fees and typically fees range from 8%-11%. She felt with the complexity of the project that this fee range was fair. Unfortunately the current % they have calculated is based on a total that is too high for our budget.

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

Brian stated that 20 firms submitted their qualifications for the projects. They narrowed it down to three firms. He spoke with several other cities to see what companies with whom they have had a positive experience.
The three firms are:

1. Dake Wells
2. PGAV Architects
3. SFS Architects

These companies all have experience with building a parks maintenance or public works facility. They hope to interview the firms in early July.

Council Liaison Sipple asked what the budget for the design is.

Chris stated that we have 1.2 million for design, and about 10.5 million for construction.

Council Liaison Cain asked if a subcommittee would be started to choose the firm.

Brian stated that he the City Administrator directed to involve staff only.

Council Liaison Sipple asked if the site for the building would be next to the Public Works building so both buildings can share resources.

Brian stated they might be able to re-plat the two lots since they are adjoining. They will certainly look at options that can benefit both buildings.

Council Liaison Cain asked if due to COVID-19, there have been any suggestions to reduce the budget amount or change the timing for the project.

Brian stated that they discussed having to move back the project due to COVID-19 but no final decision was made. He stated that the staff spends an enormous amount of time moving equipment because they do not have a facility. He also stated that they have had several large pieces of equipment stolen because they do not have a facility to store all of the equipment.

Chris stated that a lot of equipment is being left out in the elements, which can have the potential to reduce its useful life.

II. New Business

A. Discuss Council Decision on July 4th Fireworks

Chris stated that the City Council really wanted to provide fireworks for the community, and staff and Council Members worked diligently to test several locations for fireworks visibility. They determined that the best spot, with a large enough radius for safety to set off the display would be at Leawood City Park as usual. After viewing from about seven different locations, it was decided that the 4th of July Celebration in the Park would be canceled, as the display would not be able to be seen well from outside the park. Allowing people to come into the park was not an option due to COVID-19 social distancing requirements. The City may still offer a modified celebration in the park event over Labor Day weekend depending on several factors including how the COVID-19 pandemic progresses.
B. Discuss Plan for Reopening Parks and Recreation Facilities and Programs

Kim stated that the pool will be opening on June 15. It will be open to Leawood Residents only this year. There will be three time sessions that residents can sign up for, in advance, online. The session times are 11:30 a.m. - 1:30 p.m., 2:30 - 4:30 p.m., and 5:30 to 7:30 p.m. Each session will be limited to 150 people, and all high touch surfaces will be sanitized in between sessions. There will be a roster at the front desk of people who have registered to check-in. There will be no chairs, but people can bring their own. There will be concession offered with pre-packaged food and drink only.

Chris added that Olathe and Lenexa have done similar plans for reopening their pool. She will share with the board the link to the FAQ page for the aquatic center.

JoLynn asked if residents may walk-up and register if the session is not sold out.

Kim stated that for now we will not allow walk-up. Having walk-ups would cause a backup at the front desk that would not allow for proper social distancing and, we would not be able to check to confirm that they are Leawood residents.

Chris added that we will continuously re-evaluate the process but for the first several weeks, we will only allow preregistered residents.

JoLynn stated she thought the staff has done a great job of finding compromises, and appreciates everyone’s efforts in opening the pool.

Kim stated we are still offering many of our programs that have been modified with social distancing including tennis lessons, T-Ball, Balloon Tree Camp, Half Day Nature Camp, and swim lessons. We have also opened The Lodge at Ironwoods for tours on Wednesday nights. The Challenge Course and cabins at Ironwoods will be closed at least until August 1st.

C. Staff Reports

Holly reported the following:
- The Leawood Stage Company had to cancel their spring production of “Civil War” and their summer production of “Drowsy Chaperone”. They are doing several virtual shows including “Much Ado About Nothing” that will be broadcast on their Facebook page on Friday, June 12.
- Summer Art Camps begin in July.
- Grinnin’ and Groovin’ kids concert series was rescheduled to Tuesdays in July.
- Oxford Schoolhouse Tales begins in July at the Oxford Schoolhouse
- The Leawood Arts Council has recommended purchasing “Skywriting 1” which is currently on loan and located to the west of City Hall. They are working on finding a location that utilizes its kinetic ability.

Kim reported the following:
- Working on reopening plans including opening several facilities and starting summer programming safely.
- Hired a new Aquatics and Special Events Supervisor: Anna Albright.

Brian reported the following:
- Several of his staff members are making Plexiglas sneeze guards at all city locations.
- Working on opening playgrounds back up to the public. They are still working on the drainage issues at the Gezer Park playground and are hoping to open it up in the next few weeks.
- Working with portable restroom contractor to start cleaning the portable restrooms on the trail more frequently.
- Working on an area of the trail that has been affected by erosion.
- Leawood City Park pond project has been completed and many residents have commented that they are happy with the project.
- They are working on striping portions of the trail. This will help with keeping bikers and walkers on separate side of the trail.

Council Liaison Sipple asked about the progress of the bike landing in City Park.

Brian stated that the project is on hold due to staff being busy with COVID-19 items like sneeze guards.

Chris reported the following:
- They have been working on the faded banners. They will be replacing the faded banners with the extras that were originally printed. KC banner will do the replacement. They are also working with KC banner on reprinting the banners with better quality materials that do not fade.
- Working on revamping the department program guide moving forward with uncertainties regarding COVID 19.
- Several of our instructors are retiring including our Developing Dancers Teacher: Tina, our Zumba instructor: Rose and our Belly dance instructor: Suzie. Recreation Supervisor, Brock Shafer, is look for replacement instructors for these classes.

Council Liaison Cain asked to reconvene the banner sub-committee as soon as possible. She was disappointed in the outcome of the quality of the banners.

Camille reported the following:
- Working on starting an email marketing campaign including a newsletter via Mail Chimp.
- Working on reformatting the Fall/Winter program guide.
- Working on Social media content.

III. Miscellaneous

A. Damage to Art Piece- Pastoral Dreamer

Chris stated that “Pastoral Dreamer” suffered significant damage to its face of the bronze surface believed to be from the zip ties used to secure masks that people have put on the artwork or possibly from kids using rocks. Holly will be working on language to discourage people from touching the artwork.
B. Vote on Name for 89th and Sagamore

Greg Williams made a motion to approve the name of “Old Leawood Crossing” for the green space at 89th and Sagamore. Kim Galbraith seconded the motion; the motion was approved unanimously via roll call vote.

C. Police Question and Answer on website

Council Liaison Cain stated that she is very proud of our Police Department. They have put a very informative question and answer section on the City’s homepage. She added that the City of Leawood’s Police budget is 17% of the total City budget, which is far less than many other cities.

JoLynn added that she though the Police Department did an excellent with reviewing camera footage for training opportunities.

D. New Fire Chief Colin Fitzgerald

Chris stated that she is very happy to share that the City has appointed Colin Fitzgerald as the new Fire Chief Colin Fitzgerald. He has been an excellent resource in dealing with the COVID-19 pandemic.

E. Next scheduled Meeting Date

The next meeting will be held July 14, location and timing to be determined.

Kim Galbraith made a motion to adjourn the meeting. JoLynn Hobbs seconded the motion. The motion was approved unanimously via roll call vote.

The meeting adjourned at 5:00 pm.

Respectfully submitted,

Chris Claxton, Parks and Recreation Director
IRONHORSE
Golf Club

GOLF COURSE COMMITTEE
Meeting Minutes- May 5, 2020
3:30 P.M.

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

Members attending: Chair Dick Fuller, Gary Bussing, Mark Bodine, Scott Picker, Leo Morton and Dr. Peppes

Member absent: Tommy Davidson

Troon Management/Staff: Ryan Eckroat, Jeff Thomasson (via phone), and James Kennedy

Council Liaisons attending: Chuck Sipple and Mary Larson

Staff attending: Chris Claxton and Camille Sumrall

Chris Claxton called the meeting to order at 3:40 p.m.

Camille Sumrall made a statement:

To reduce the spread of COVID-19, Leewood City Hall is currently closed to the public. For the Ironhorse Advisory Board, May 5, 3:30 p.m. meeting, the Committee members will not be physically present in City Hall and will instead be using ZOOM, an online virtual meeting tool and livestreamed on YouTube. A link to the livestream is posted on the City’s website and notice of any future meetings using this, or a similar virtual meeting tool, will be posted at www.leewood.org. Each Committee Member, Staff Member, or Presenter must first state their name and title prior to speaking or voting. Please also ensure that your microphone is muted when not speaking. Public comments will not be allowed during this meeting. The Chair is reminded to clearly state each motion prior to voting, and will announce the results of the final vote.

Mark Bodine motioned to approve the February 27th 2020, minutes Leo Morton seconded the motion, and the minutes were approved unanimously.

I. Discuss Troon Plan for Reopening Course

Ryan stated that the Ironhorse strategy to reopen is consistent with the State of Kansas’s phased re-opening guide. The proposed start date of the plan would fall in line with Johnson County’s reopening date of May 11, 2020. The golf course would adhere to social distancing and gathering limit guidelines from the county and state. Tee times will be scheduled eighteen minutes apart until phase three when tee times will shift to
nine minutes part. Chipping and putting greens are available, with strict adherence to social distancing, in phase one through three of reopening. The staff will continuously disinfect high touch areas like ball wash stations and restrooms, as well as enforce a limit of one person in each golf cart. Leagues and golf lessons will not be available until phase three of reopening.

Chris added that she discussed with Ryan a timeline needed for the Ironhorse staff to have proper personal protective equipment to re-open safely.

Council Liaison Larson asked what the difficulties would be in opening the course on May 9, which is earlier than the projected opening date of May 11. She stated that she has had residents contact her about playing on the course as soon as possible. She added that the county and state are both currently allowing golf to be played.

Ryan stated that there is a large amount of maintenance that will need to be done before re-opening. The staff utilized the time the course was closed to start and complete several projects in lieu of regular maintenance. They will also need to send out several rounds of emails to pass holders to alert them of the new re-opening date before the public.

James stated that he will need to bring in extra staff to open the course a few days earlier, but that it is attainable.

Jeff Thomasson stated if they can open the course safely on May 9th for Triple Crown pass holders only he would like to do so.

Chris asked what sort of personal protective equipment staff will need to open the course.

Ryan stated that staff will need face coverings or masks, hand sanitizer, and Plexiglas shields. They have received disposable masks and will be receiving reusable masks soon.

Jeff Thomasson asked when the reusable masks and hand sanitizer will arrive.

Ryan stated the masks have been shipped from California but did not have word on the hand sanitizer yet.

Jeff Thomasson stated he will work with Ryan to see if they have enough PPE to open the course early on May 9th.

Chris stated she will work with City staff on crafting hand sanitizer stations and Plexiglas shields for counters.

Leo stated that he would need to leave the meeting early but he supported the re-opening plan and would advise extending playing hours a little longer into the evening.

Chair Fuller stated that he was not pleased with the delay on opening the course as many courses have been open for quite some time during the COVID-19 shutdown.
Chris stated she believes the committee should offer a recommendation to the City Administrator regarding the reopening plan.

Jeff Thomasson stated that 500 of their facilities are open and following safety guidelines. Only three have not yet opened.

Council Liaison Sipple asked if customers can pay for greens fees over the phone. He stated that he was made aware that there was a bug in their phone reservation system.

Ryan stated that they have figured out a way to take payments over the phone and remain PCI compliant, but they still have issues to work through with their point of sale system.

Chris added that they are working with the City legal staff to have their credit card reservation system contract amended for improvements in the future.

Gary suggested opening the course early to Triple Crown Pass holders only.

Jeff Thomasson added that he agreed with Gary and he believed having a smaller number of Triple Crown Pass holders versus the general public would be helpful for opening with the new safety guidelines.

Council Liaison Larson stated she would like to be generous with Triple Crown Pass holders if we decided to refund any fees.

Mark Bodine, Chair Dick Fuller, and Scott Picker stated they agreed with Council Liaison Larson's statement about being generous to Triple Crown Pass holders.

Mark stated that he read one Triple Crown Pass holder's email regarding prorating the fees for an eight-month period. He believes an eight-month proration of the fees is fair.

Gary stated that he is a member of the Country Club of Leawood and they have not given their members a financial kickback. He stated that we need to be cognizant of the holders needs but do not need to give a large percent of their fees back.

Jeff Thomasson stated that many of his courses are in the same situation and they view their members as partial owners, recognizing that the COVID-19 pandemic is a natural occurrence and he would caution giving a large portion back.

Gary Bussing called for a motion to recommend opening the Ironhorse Golf Course as soon as possible on May 9th with the proper personal protective equipment safety precautions in mind regarding the COVID-19 pandemic, as well as communicating with Triple Crown Pass holders before the general public. Mark Bodine seconded the motion. The motion passed unanimously.

Please refer to the re-opening plan at the end of this document for exact details.
II. Miscellaneous

Chair Dick Fuller asked how many groups have cancelled their events at Vista 154 because of the pandemic.

Ryan stated that a few groups have canceled instead of postponing, resulting in a loss thus far of approximately $50,000.

Gary asked if the golf cart fleet replacement project has begun.

Ryan stated that the golf cart fleet was an agenda item for City Council, which has been delayed since March because of the COVID-19 pandemic.

Chris stated she will speak to the City Administrator to confirm but she believes the new lease for the current golf carts has been extended to the fall.

Gary added that he is very proud of the staff at Ironhorse for all of their hard work during these difficult circumstances.

Mark Bodine moved for adjournment, Scott Picker seconded the motion. The motion was approved unanimously and the meeting was adjourned at 5:10 p.m.

Respectfully submitted,

Chris Claxton, Director
Parks and Recreation Department
IRONHORSE

GOLF OPERATIONS TRANSITIONAL

POLICY, PROCEDURES, AND PHASING

COVID – 19

May 4, 2020

The transitional guidelines contained herein will remain in place until we receive an “all clear” directive from the responsible governing authorities. Adherence is required to access the facility. Please read the entire document because the guidelines will change with each Phase as relaxed directives from the governing authorities are introduced.

The guidelines are to keep both players and staff safe while enjoying the golf course. To reiterate, the adherence following procedures are mandatory. We have to take measures to ensure we provide the safest environment possible. These moves are designed to minimize turnover, maximize efficiency and create the safest environment possible for all.

This plan is intended to align with the progression and details of State and Local phased reopening plans. As such, the progression of this plan will be based on applicable State and Local phased reopening plans and guidance by the Owner. Additionally, the specifics of each phase are subject to change based on any changes to State and Local phased reopening plans, and as may be deemed necessary by Facility Ownership and Management.

GENERAL GUIDELINES

Phase One

As our initial period of reopening, Phase One sees a return to limited services operation. This Phase will be focused solely on allowing golf to be played.

Progression of Phases will be based on applicable State and Local phased reopening plans and guidance from the Owner.

Specifics of each phase are subject to change based on any changes to State and Local phased reopening plans, and as may be deemed necessary by Facility Ownership and Management.

Length of time Phase One will be in effect: TBD
**Rules**

- Social Distancing must be maintained throughout your time at the golf course.
- One rider per cart unless the two riders live together in the same household.
- There will be no play days for IGA, Sr. League, Ladies League, Thursday League, or Junior League.
- Tee times will be available starting at 7:30 AM with the last tee time at 5:00 PM. Players may book tee times online or by calling the golf shop. Players must pay by calling the Golf Shop upon arrival. Tee time intervals will be 18 minutes in order to maintain Social Distancing.
- All players must have a tee time booked for play, no walk ups will be allowed to limit “gathering”.
- The Clubhouse will be closed for business, including Grille, Golf Shop and Vista 154.
- Interior Restrooms open for players with Golf Shop and Grille doors locked.
- Tours for events, meetings, or weddings for prospective clients will take place with under 5 total people with social distancing required. Authorized staff and appointments only will be allowed in the Clubhouse.
- The Par 3 Course will be closed.
- Rental Clubs will not be available
- After completing play, players are to leave the facility and refrain from gathering.
- **REMINDER:** We are in compliance with all Kansas regulations and laws. It is against the law to bring your own alcoholic beverages to the facility.

**Golf Carts**

- Carts will be sanitized/cleaned after every use.
- Outside Service attendants will wear disposable gloves and face masks to attend to players.
- Carts will be spaced in the staging area to maintain appropriate Social Distancing.
- One rider per cart unless the two riders live together in the same household.
- Sand bottles, tees, and coolers will be removed from the carts. New scorecards and pencils will be changed between uses by a staff member wearing gloves.
- At no time will Outside Services handle a player’s clubs. Outside Services will guide the player to their cart, explain to the player that sanitizing process the cart has gone through, and give direction on how to get to the Starter to check in. All while maintaining Social Distancing.

**Practice Areas**

- The putting green and the chipping green will be open without flags.
- The driving range will remain closed until further notice.
- If Social Distancing is not adhered to, the entire practice area will be closed.

**Checking In To Play**

- Players may pick up their golf cart no earlier than 30 minutes prior to their tee time.
- Players will call into the golf shop for payment at 913.696.7751 upon arrival
• Players will arrive on the first tee and see the Starter no earlier than 5 minutes prior to their tee time to prevent gathering.
• Starter will communicate with the golf shop to ensure that the number of payments and number of players match for accuracy
• Starter will provide players with on course rules of play for the day. This includes cart dispersion to minimize cart tracking on the golf course. Emphasizing Social Distancing while playing.

On The Course
• Cups will be altered to prevent retrieving the ball from the bottom of the cup.
• Leave the flagstick in. DO NOT TOUCH THE PIN - IT MUST REMAIN IN THE CUP AT ALL TIMES.
• Water stations will be removed. Bring your own water.
• Bunker rakes will be removed. All bunkers are to be treated as Ground Under Repair.
• Ball Washers will be removed or disabled.
• Remove your tee from the teeing surface when done and do not pick up a tee that is not yours.
• On course Restrooms will be sanitized as frequently as possible. Wash hands following use of the restroom
• We will have a Player Assistant monitoring the golf course to help with player needs and to ensure Social Distancing as well as adherence to daily cart path rules.

Food and Beverage Operations
• Food and Beverage outlets will not be operating.

Camps and Lessons
• Putting and chipping lessons only with social distancing practices throughout the lesson.
• No camps or clinics will be performed.

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Phase Two

Phase Two sees further relaxing of the mandated guidelines. In this phase Food and Beverage outlets will open at 50% capacity with seating changed to adhere to social distancing. The Golf Shop will open but the number of people allowed in the Shop will be limited in order to maintain Social Distancing. Things will start to feel somewhat more routine. Social Distancing will remain a priority for the safety and well-being of players and staff.

Progression of Phases will be based on applicable State and Local phased reopening plans.

Specifics of each phase are subject to change based on any changes to State and Local phased reopening plans, and as may be deemed necessary by Facility Ownership and Management.

Length of Time Phase Three will be in effect: TBD

Rules
• Social Distancing must be maintained throughout your time at the golf course.
• One rider per cart unless the two riders live together in the same household.
• There will be no play days for IGA, Sr. League, Ladies League, Thursday League, or Junior League.
• Tee times will be available starting at 7:30 AM with the last tee time at 5:00 PM. Players may book tee times online or by calling the golf shop. Players may pay by calling the Golf Shop upon arrival or in the golf shop upon arrival. Tee time intervals will be 18 minutes to maintain Social Distancing.
• All players must have a tee time booked for play, no walk ups will be allowed to limit “gathering”.
• The Clubhouse will be open with capacity restrictions. The golf shop will allow two players at a time to promote social distancing and the Grille will be open for to go orders only.
• Tours for events, meetings, or weddings for prospective clients will take place with under 5 people using social distancing. Authorized staff and appointments only will be allowed in the Clubhouse.
• The Par 3 Course will be closed.
• Rental Clubs will not be available
• Players may use the grille area after golf following play to gather but must follow the capacity restrictions and social distancing guidelines.
• REMINDER: We are in compliance with all Kansas regulations and laws. It is against the law to bring your own alcoholic beverages to the facility.

Golf Carts
• Carts will be sanitized/cleaned after every use.
• Outside Service attendants will wear disposable gloves and face masks to attend to players.
• Carts will be spaced in the staging area to maintain appropriate Social Distancing.
• One rider per cart unless the two riders live together in the same household.
• Sand bottles, tees, and coolers will be removed from the carts. New scorecards and pencils will be changed between uses by a staff member wearing gloves.
• At no time will Outside Services handle a player’s clubs. Outside Services will guide the player to their cart, explain to the player that sanitizing process the cart has gone through, and give direction on how to get to the Starter to check in. All while maintaining Social Distance.

Practice Areas
• The putting green and the chipping green will be open without flags.
• The driving range will be open for players to warm up before golf.
• Warm up baskets will be distributed through the golf shop at check in vs. the range ball vending machine.
• The range is available only to players prior to the start of the round, not following the round.
• The range will be set up with stations at every other location. Players may have to wait as we strive to maintain a minimum of 10’ for social distancing.
Checking In To Play

- Players may pick up their golf cart no earlier than 45 minutes prior to their tee time.
- Players may call into the golf shop for payment at 913.696.7751 upon arrival or by checking in inside the golf shop limiting that capacity to two players at a time.
- Credit cards only will be allowed for payment during this phase.
- Players will arrive on the first tee and see the Starter no earlier than 5 minutes prior to their tee time to prevent gathering.
- Starter will communicate with the golf shop to ensure that the number of payments and number of players match for accuracy.
- Starter will provide players with on course rules of play for the day. This includes cart dispersement to minimize cart tracking on the golf course. Emphasizing Social Distancing while playing.

On The Course

- Cups will be altered to prevent retrieving the ball from the bottom of the cup.
- Leave the flagstick in. DO NOT TOUCH THE PIN - IT MUST REMAIN IN THE CUP AT ALL TIMES.
- Water stations will be removed. Bring your own water.
- Bunker rakes will be removed.
- Ball Washers will be removed or disabled.
- Remove your tee from the teeing surface when done and do not pick up a tee that is not yours.
- On course Restrooms will be sanitized as frequently as possible. Wash hands following use of the restroom.
- We will have a Player Assistant monitoring the golf course to help with player needs and to ensure Social Distancing as well as adherence to daily cart path rules.

Food and Beverage Operations

- Food and Beverage will be operating at 50% limited capacity with social distancing measures for table settings.
- All tables will be sanitized after use.
- The Beverage Cart will operate every day of the week.
- All food and beverage transactions can be paid by credit card only.
- Bev Cart Attendant will wear disposable gloves and face – mask.
- Attendants will sanitize all credit cards prior to handing back to player.

Camps and Lessons

- Individual lessons with social distancing practices throughout the lesson.
- No camps or clinics will be performed.

Phase Three

Phase Three sees further relaxing of the mandated guidelines. In this phase the Grille and Golf Shop will be open at full capacity. Events will be limited to under 90 people during this phase.
Things will start to move to a new normal during this phase. Social Distancing will take place when applicable and individuals will be asked to adhere to personal hygiene guidelines.

Progression of Phases will be based on applicable State and Local phased reopening plans and guidance from the Owner.

Specifics of each phase are subject to change based on any changes to State and Local phased reopening plans, and as may be deemed necessary by Facility Ownership and Management.

**Length of Time Phase Three will be in effect: TBD**

**Rules**
- Two riders per cart will be allowed.
- Play will return for IGA, Sr. League, Ladies League, Thursday League, and Junior League.
- Players may book tee times online or by calling the golf shop. Golfers will check in upon arrival in the golf shop. Tee time intervals will be 9 minutes.
- Walk up players will be allowed to play based on available tee times.
- The Clubhouse will be open with only capacity restrictions of limiting group sizes to 90.
- Tours for events, meetings, or weddings for prospective clients without restrictions.
- The Par 3 Course will be open.
- Rental Clubs will not be available
- Players may use the grille area after golf following play to gather but must follow the capacity restrictions.
- **REMINDER:** We are in compliance with all Kansas regulations and laws. It is against the law to bring your own alcoholic beverages anywhere within to the facility.

**Golf Carts**
- Carts will be sanitized/cleaned after every use.
- Outside Service attendants will wear disposable gloves and face masks to attend to players.
- Carts will be spaced in the staging area to maintain appropriate Social Distancing.
- Two riders per cart will be allowed.
- Sand bottles, tees, and coolers will be removed from the carts. New scorecards and pencils will be changed between uses by a staff member wearing gloves.
- At no time will Outside Services handle a player’s clubs. Outside Services will guide the player to their cart, explain to the player that sanitizing process the cart has gone through, and give direction on how to get to the Starter to check in. All while maintaining Social Distancing.

**Practice Areas**
- The putting green and the chipping green will be open without flags.
- The driving range will be open for players to warm up *and* practice during regular business hours.
- The range machine will return to operation for golfers to access range balls.
- The range is available only to players prior to the start of the round, and to practice.
• The range will be set up with stations at every other location. Players may have to wait as we strive to maintain a minimum of 10’ for social distancing.

**Checking In To Play**
• Players may pick up their golf cart no earlier than 60 minutes prior to their tee time.
• Players will check in inside the golf shop.
• Credit cards only will be allowed for payment during this phase.
• Players will arrive on the first tee and see the Starter no earlier than 5 minutes prior to their tee time to prevent gathering.
• Starter will communicate with the golf shop when needed to ensure that the number of payments and number of players match for accuracy.
• Starter will provide players with on course rules of play for the day. This includes cart dispersions to minimize cart tracking on the golf course. Emphasizing Social Distancing while playing.

**On The Course**
• Cups will be altered to prevent retrieving the ball from the bottom of the cup.
• Leave the flagstick in. DO NOT TOUCH THE PIN - IT MUST REMAIN IN THE CUP AT ALL TIMES.
• Water stations will be removed. Bring your own water.
• Bunker rakes will be removed.
• Ball Washers will be removed or disabled.
• Remove your tee from the teeing surface when done and do not pick up a tee that is not yours.
• On course Restrooms will be sanitized as frequently as possible. Wash hands following use of the restroom.
• We will have a Player Assistant monitoring the golf course to help with player needs and to ensure Social Distancing as well as adherence to daily cart path rules.

**Food and Beverage Operations**
• Food and Beverage will be operating the grille at normal capacity with limited group gatherings under 90.
• All tables will be sanitized after use.
• The Beverage Cart will operate every day of the week.
• All food and beverage transactions can be paid by credit card only.
• Bev Cart Attendant will wear disposable gloves and face mask.
• Attendants will sanitize all credit cards prior to handing back to player.

**Camps and Lessons**
• Individual lessons with social distancing when applicable.
• Camps and clinics will be performed with limitations to under 90 participants as directed by the instructor.
Phase Four

In Phase Four, we anticipate seeing golf return to previous norms as much as possible. Individuals should still follow personal hygiene guidelines and practice Social Distancing where practical. Progression of Phases will be based on applicable State and Local phased reopening plans and guidance by the owner.

Specifics of each phase are subject to change based on any changes to State and Local phased reopening plans, and as may be deemed necessary by Facility Ownership and Management.

Length of Time Phase Three will be in effect: TBD

Rules
- Two riders per cart will be allowed.
- Play will continue for IGA, Sr. League, Ladies League, Thursday League, and Junior League.
- Players may book tee times online or by calling the golf shop. Golfers will check in upon arrival in the golf shop. Tee time intervals will be 9 minutes.
- Walk up players will be allowed to play based on available tee times.
- The Clubhouse will be open without capacity restrictions.
- Tours for events, meetings, or weddings for prospective clients without restrictions.
- The Par 3 Course will be available.
- Rental Clubs will be available
- Players may use the grille area after golf following play.
- REMINDER: We are in compliance with all Kansas regulations and laws. It is against the law to bring your own alcoholic beverages anywhere within the facility.

Golf Carts
- Carts will be sanitized/cleaned after every use.
- Outside Service attendants will not need to wear disposable gloves and face masks to attend to players but will have that option.
- Carts will return to three feet spacing in the staging area.
- Two riders per cart will be allowed.
- Sand bottles, tees, coolers, scorecards, and pencils will be stocked on golf carts.
- Outside Services will be allowed to handle a players clubs. Outside Services will guide the player to their cart, explain to the player that sanitizing process the cart has gone through, and give direction on how to get to the Starter to check in.

Practice Areas
- The putting green and the chipping green will be open with flags.
- The driving range will be open for players to warm up and practice during regular business hours.
- The range machine will remain in operation for golfers to access range balls.
- The range will be set up with stations at every location.
Checking In To Play
- Players may pick up their golf cart at any time before their tee time as carts are available.
- Players will check in inside the golf shop.
- All forms of payment will be allowed during this phase.
- Players will arrive on the first tee and see the Starter before their tee time.
- Starter will communicate with the golf shop when needed to ensure that the number of payments and number of players match for accuracy.
- Starter will provide players with on course rules of play for the day. This includes cart dispersement to minimize cart tracking on the golf course.

On The Course
- Cups will return to normal with the ability to remove flagsticks.
- Water stations will added to the comfort stations.
- Bunker rakes will be returned to the golf course.
- Ball Washers will be returned to the golf course.
- On course Restrooms will be sanitized as frequently as possible.
- We will have a Player Assistant monitoring the golf course to help with player needs and to ensure adherence to daily cart path rules.

Food and Beverage Operations
- Food and Beverage will be operating at normal capacity with no limit to group gatherings.
- All tables will be sanitized after use.
- The Beverage Cart will operate as needed.
- All forms of payment will be allowed during this phase.
- Bev Cart Attendant will not be required to wear disposable gloves and face mask but will be optional.

Camps and Lessons
- Individual lessons with limited restrictions.
- Camps and clinics will be performed with instructor designated capacity limitations.
Minutes

The Leawood Historic Commission met in the Planning and Development Conference Room at 4:30 PM, on Tuesday, March 12, 2019. Chair Bruce Martin presided.

Commissioners Present:  
Alice Hawk  
Janet O’Neal  
Barbara Holzmark  
Dan Throckmorton  
Mike Reed

Absent:  
Councilmember Lisa Harrison  
Councilmember Jim Rawlings  
Charles Lusk

Others Present:  
April Bishop, Cultural Arts Coordinator  
Deb Harper, Staff Liaison

1. **Call to Order**: Chair Martin called the meeting to order at 4:30 P.M.

2. **Approve January 15, 2019 Minutes**  
A motion was made by Alice Hawk, seconded by Barbara Holzmark, to accept the January 15, 2019 minutes. The motion was approved following a unanimous vote.

3. **Opening Comments**  
Chair Martin stated the City has requested the Historic Commission create a list of artifacts for housing in the future HC museum.

4. **Finance Report- None**

5. **Old Business**  
The City conducted a bid opening on the RFPs for Park Site Plan; Fire Station No. 1 and Old City Hall Building. April advised for now, the project was on hold, due to some revisions to the scope of the project.

6. **New Business**  
April advised the dedication for the historic plaque at Leawood Shops, Somerset & Lee, would be at 6:00 P.M., on Thursday, May 9, 2019.
Dan distributed various types of placards. Alice suggested taking a survey to ascertain how many residents would be interested in placing a placard on their house.

For future consideration of a plaque on the Kroh Brothers building, Barbara retrieved some historical information from George Kroh, 81 years of age. It was built in 1936, operated until 1986, when it was sold to Madden McFarland, when Kroh Brothers moved their offices to Ward Parkway. Dan stated he would contact them to see if they would be interested in placing a plaque on the building.

Dan advised his vintage car contact would be back this week. Alice suggested that this be narrowed down to perhaps just an ambulance.

7. Upcoming Events
April stated ‘Taking Tea with Shakespeare’ would be held on Sunday, April 28, 2019 at the Oak Room.

8. Open Discussion - None

9. Next HC Meeting
The next upcoming meeting will be held on Tuesday, May 14, 2019 at 4:30 P.M.

10. Adjourn
There being no further business, a motion was made by Alice, seconded by Janet, to adjourn. The motion was approved following a unanimous vote. The meeting adjourned at 5:15 PM.

/s/ Deb Harper
Deb Harper, City Clerk/Staff Liaison
Memo

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

From: Dawn Long, Finance Director

Date: August 3, 2020

Re: Approval of Commerce Bank contract extension

Recommendation:

I would like to recommend that the Governing Body approve the attached letters extending the City’s current contract for banking services and merchant services with Commerce Bank.

Background:

The current contract with Commerce Bank provided for banking services for the years 2016 through 2018 with an option of two one year extensions. In December 2018 the contract was extended for the optional year 2019. In May 2019 the contract was extended for the optional year 2020. Due to the COVID shutdown we were unable to send out an RFP for banking services this year. Commerce Bank has agreed to extend the current contract for an additional year under the same pricing terms. The attached letter would extend the City’s contract for one additional optional year to include 2021.

Also attached is a letter to extend merchant services with Commerce to include 2021. The Merchant Services Agreement was initially signed with Commerce Bank when the City’s banking contracts with Commerce went into effect in 2005. This agreement was extended in 2016 when the City issued an RFP rather than entering into a new agreement.

Fiscal Impact:

Commerce Bank is able to offer all of the services that the City requires at a competitive cost. The fee structure will remain at the current level until December 31, 2021.

Please contact me if you have any questions.
RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION TO THE MERCHANT AGREEMENT APPROVED AND TO THE FINANCIAL SERVICES AGREEMENT DATED AUGUST 17, 2015, BETWEEN THE CITY AND COMMERCE BANK TO PROVIDE CERTAIN BANKING SERVICE NEEDS TO THE CITY OF LEAWOOD FOR A TERM ENDING DECEMBER 31, 2021

WHEREAS, the City is in need of banking services;

WHEREAS, Commerce Bank provides such services;

WHEREAS, the parties entered a Financial Services Agreement on August 17, 2015, which Agreement term was extended until December 31, 2020; and

WHEREAS, the parties desire to execute a further extension to said Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Extension to that certain Financial Services Agreement dated August 17, 2015, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
July 28, 2020

Ms. Dawn Long
Finance Director
City of Leawood, Kansas
4800 Town Center Drive
Leawood, Kansas 66211

Dawn,

This letter confirms a contract extension of an optional 1-year extension of banking services between Commerce Bank and the City of Leawood. Commerce Bank agrees to honor the pricing reflected in our RFP response until December 31, 2021.

Below is information and details regarding the current services in place with each department:

**Treasury Services:**
- The pricing for The City of Leawood's treasury services will remain in effect until the end of the contract period, December 31, 2021.
- The treasury services agreements currently in effect with the City of Leawood do not require updates other than signatures by both parties on this letter.

**Retail and Benefits Banking Services:** Commerce Bank will continue to provide retail banking services to City employees.

**Merchant Services:** Please find included a Merchant Services Agreement for the same terms for the period of July 1, 2020 through December 31, 2021.

City of Leawood, Kansas

By: ____________________________
    Peggy Dunn                 Date

Mayor
Title

ATTEST:

_____________________________
Kelly Varner, City Clerk

APPROVED AS TO FORM:

_____________________________
Patricia A. Bennett, City Attorney
July 24, 2020

Ms. Dawn Long  
Finance Director  
City of Leawood, Kansas  
4800 Town Center Drive  
Leawood, Kansas 66211

RE: Extension of Merchant Agreement by and between Commerce Bank ("Bank") and City of Leawood Kansas ("Merchant") dated October 17, 2005 (the "Agreement")

Dawn,

Based on your recent approval to continue merchant processing services with Bank, this letter confirms the following change to Paragraph 20 (CONTRACTUAL TERMS) of the Agreement. All other provisions of the Agreement shall remain in full force and effect and are hereby ratified and certified by Bank and Merchant.

**Merchant Processing Services: (CONTRACTUAL TERMS)**

"The term of this Agreement shall commence and continue until December 1, 2021 (the "Initial Term"). In the absence of ninety (90) days advance written notice of termination prior to the expiration of the Initial Term or any Renewal Term of this Agreement, the Agreement shall be automatically renewed for successive one (1) year terms (each a "Renewal Term")."

Please contact Lea Muck at 816-234-1744 or Lea.Muck@CommerceBank.com with any questions or requests you may have regarding this letter or the Agreement.

City of Leawood, Kansas  

By  

Name  

Title  

Date

Commerce Bank  

By  

Name  

Title  

Date
Staff Review
Fact Sheet

SUBJECT: APPROVE ARCHITECTURAL AGREEMENT FOR THE AQUATIC CENTER POOLHOUSE RENOVATION
SFS Architecture, Inc.
August 3rd, 2020

DISCUSSION

Staff interviewed three architecture firms and their sub-consultants after reviewing their responses to the Request for Qualifications. The three firms were:
- BG Consultants
- SFS Architecture
- WNB Architects

While all three did an excellent job, staff (Brian Anderson, David Ley and Chris Claxton) came to the consensus to recommend SFS Architecture be awarded the project. Their recent past projects included two local pool house renovations of outdoor aquatic centers similar to ours. They also assembled a strong team with their aquatic engineer and civil engineer. SFS took time to bring these engineers to the building to review the current situation. Staff also liked the fact that the entire SFS team’s offices are in the Kansas City metro.

The design fee is $184,000.00 plus estimated reimbursable expenses of a not to exceed amount of $11,500.00. Based upon a construction budget of $1,600,000.00 the design fee is 11.5%. The construction budget plans to retain the pump and plumbing systems and the electrical and chemical supply of the pool water treatment. The current filters will be replaced with smaller, more efficient models.

The original building was constructed in 1974 with a small addition/update in 1997. The current structure is aged and outdated. Staff views the new building as potential inspiration for near future renovations of shelters in City Park.

Staff requests approval of the agreement so that design can begin at the closure of the 2020 season with a project start date at closure of the 2021 season.

Brian Anderson, CPRP
Superintendent of Parks

SPONSOR
Parks & Recreation Department

COUNCIL ACTION TO BE TAKEN
Approve Architectural Agreement with SFS Architecture.

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☑ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$195,500.00

FUND SOURCES
Project # 71029
Fund#12030 (Special Parks)
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ARCHITECTURAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED $195,500 BETWEEN THE CITY AND SFS ARCHITECTURE, INC., PERTAINING TO THE DESIGN OF THE NEW POOL HOUSE AT THE AQUATIC CENTER. [PROJECT # 71028]

WHEREAS, the City is in need of architectural services pertaining to the design of a new pool house at the City’s aquatic center;

WHEREAS, SFS Architecture, Inc. provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Architectural Services Agreement between the City and SFS Architecture, Inc., attached hereto as Exhibit “A”, and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Leawood, Kansas (hereinafter, “City”) and SFS Architecture, (hereinafter, the Architect”). City intends to construct an improvement project (hereinafter, the “Project”) in Leawood, Kansas, described as follows: Aquatic Center Pool House Design.

The Aquatic Center Pool House Design Project will consist of an approximately 6,000 square feet facility (to be confirmed) that will support the existing swimming pool facility. The Project will be constructed on City property located within the City at Leawood City Park 10601 Lee Blvd., Leawood KS 66206.

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

SECTION 1 - DEFINITIONS

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

“City” means the City of Leawood, Kansas.

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

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

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

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

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

2
"Architectural/Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, construction administration, if applicable, and all other acts, duties, and services required of Architect under this Agreement together with such other services as City may require pursuant to the terms of this Agreement. The term "Architectural Services" or "Architect's Services" shall have the same meaning as "Architectural/Engineering Services."

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

"Project" is as above described.

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

"Owner's Representative" means the person or entity designated by the City to act on the City's behalf for this project.

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

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.
“Scope of Architectural/Engineering Services” means the work as defined and identified with a time schedule and scope of services in Schedule “A including A.1 through A.4” – Scope of Services (hereinafter, “Schedule A”), attached hereto and incorporated by reference herein.

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

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

SECTION II - COMPENSATION

1. **Total Fee:** City agrees to pay Architect a fixed amount of **ONE HUNDRED EIGHTY-FOUR THOUSAND DOLLARS AND NO CENTS** ($184,000.00) (hereinafter, the “Total Fee”). The Total Fee is based on the performance of the scope of services specified in this Agreement. The parties agree that the Agreement contemplates submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals on or before May 1st, 2021.

   In addition to the Total Fee is a maximum allowance of **ELEVEN THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS** ($11,500.00) for Reimbursable Expenses (herein, the “Allowance Amount”) provided that Architect shall reserve a minimum of $8,500.00 of this amount to prepare and submit Record Drawings.

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

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Pre-Design Services</td>
<td>(5 %)</td>
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<tr>
<td>Schematic Design Phase</td>
<td>(15 %)</td>
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<tr>
<td>Design Development Phase</td>
<td>(20 %)</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>(35%)</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>(5%)</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>(15%)</td>
</tr>
<tr>
<td>Project Close-out</td>
<td>(5%)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100 %</strong></td>
</tr>
</tbody>
</table>

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

Reimbursable Expenses incurred in conjunction with additional services shall be
paid separately and those reimbursable expenses shall be paid at actual cost but not to exceed the stated Allowance Amount. Records of Reimbursable Expenses and expenses pertaining to additional services shall accompany request for payment. The Allowance Amount may be increased by written amendment to cover Reimbursable Expenses associated with Additional Services.

3. **Special Services:** Architect and Architect’s Consultants may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Architect and Architect’s Consultants shall not be compensated by City if its appearance is to defend its own professional services. Architect shall not be compensated by City to appear at eminent domain or appraiser’s hearings necessary to acquire easements and right-of-ways for the Project. If Architect is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee Schedule B.

4. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use, or similar tax imposed by taxing jurisdictions on the amount of compensation, fees, or services.

5. **Billing:** Architect shall bill City monthly for all services performed to date and based on Percent of Services Completed shown on project progress report submitted to City with such billing. City agrees to pay Architect within thirty (30) days of receipt of invoice or, when necessary, approval by the Governing Body. Payment by the City may be made by automated clearing house ("ACH") or wire transfer or by check. When utilizing the
check option, all checks will be mailed to Architect's place of business, without exception and may not be picked up in person by Architect. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided herein with no advance or subsequent notice to the Architect. Architect agrees to submit herewith such financial information as shall be required by City to enable the use of the aforesaid payment methods and to enable the City to properly report such payments as required by federal law.

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

6. **City's Right to Withhold Payment:** In the event City becomes informed that any representations of Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Architect immediately. Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Architect in accordance with the contract payment procedures in Section II.

7. **Progress Reports:** A progress report must be submitted with each monthly pay request indicating the percentage of services completed to date. This report shall contain detail of items completed and will serve as support for payment to Architect and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.
8. **Change in Scope**: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Architect, the Architect shall be compensated for time and expense based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in Total Fee or Contract Time must be approved through a written Supplemental Agreement. Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Architect’s negligent acts, errors, or omissions. If not solely Architect’s fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide for additions, deletions and revisions in the Architectural Services or to modify the terms and conditions thereof by written Supplemental Agreement.

The Total Fee and Contract Time may only be changed by a written Supplemental Agreement approved by City, unless it is the result of an emergency situation in which case the City may give written approval to be followed by a written and approved change in Scope of Services. If notice of any change affecting the general scope of the Architectural Services or provisions of this Agreement, including but not limited to, Total Fee or Contract Time, is a requirement of any insurance policy held by Architect as a requirement of this Agreement, the giving of such notice shall be the Architect’s responsibility.
9. **Time is of the Essence:** Architect will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of Architect, protracted delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays.

**SECTION III - RESPONSIBILITIES OF ARCHITECT**

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

**A. PRE-DESIGN PHASE**

1. **Services:** The services to be provided during this phase and time of performance are set out in Schedule A.

2. **Preliminary Cost Estimate:** Architect/Engineer shall furnish City a preliminary estimate of Construction Cost based on the pre-design. Architect’s preliminary estimate of Construction Cost is to be made on the basis of Architect’s experience and qualifications and represents Architect’s best judgment as an experienced and qualified design professional; familiar with the current construction industry’s pricing structure.

**B. SCHEMATIC DESIGN PHASE**

1. **Services:** The services to be provided during this phase and time of performance are set out in Schedule A.

2. **Pre-Design Documents:** Architect shall furnish the City, eight (8) copies of the above schematic design documents, unless otherwise noted in Schedule A attached hereto and
incorporated herein. Architect shall furnish the City electronic copies of the schematic
design documents in a manner consistent with Section V(M) of this Agreement.

3. **Preliminary Cost Estimate:** Architect/Engineer shall furnish City a preliminary estimate
of Construction Cost based on the schematic design. Architect’s preliminary estimate of
Construction Cost is to be made on the basis of Architect’s experience and qualifications
and represents Architect’s best judgment as an experienced and qualified design
professional; familiar with the current construction industry’s pricing structure.

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

C. **DESIGN DEVELOPMENT PHASE**

1. **Services:** The services to be provided during this phase and time of performance are set
out in Schedule A.

2. **Design Development Documents:** Architect shall furnish the City, eight (8) copies of the
above design development documents, unless otherwise noted in Schedule A attached
hereto and incorporated herein. Architect shall furnish the City electronic copies of the
design development documents in a manner consistent with Section V(M) of this
Agreement.

3. **Presentation:** Design Team will make a public presentation of the schematic design to the
City’s Governing Body.

4. **Preliminary Cost Estimate:** Architect/Engineer shall furnish City a preliminary estimate
of Construction Cost based on the preliminary design. Architect’s preliminary estimate
of Construction Cost is to be made on the basis of Architect’s experience and
qualifications and represents Architect’s best judgment as an experienced and qualified design professional; familiar with the current construction industry’s pricing structure. Architect cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Architect. However, this section shall not impact or invalidate Architect’s obligations under Section III(C)(2) of this Agreement.

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

**D. CONSTRUCTION DOCUMENT PHASE**

1. **Services:** The services to be provided during this phase and time of performance are set out in Schedule A.

2. **Construction Documents:** Architect shall furnish City fifteen (15) copies unless otherwise noted in Schedule “A,” of the construction design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project. Such permits include permits for storm water runoff, building permits, demolition permits and similar permits. Architect shall not be responsible for payment of any required fee for any required permits. Additionally, Architect shall furnish the City electronic copies of the final design documents in a manner consistent with Section V(M) of this Agreement.

3. **Presentation:** Design Team will make a public presentation of the schematic design to the
City’s Governing Body.

4. **Preliminary Cost Estimate**: Architect/Engineer shall furnish City a preliminary estimate of Construction Cost based on the preliminary design. Architect’s preliminary estimate of Construction Cost is to be made on the basis of Architect’s experience and qualifications and represents Architect’s best judgment as an experienced and qualified design professional; familiar with the current construction industry’s pricing structure. Architect cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Architect. However, this section shall not impact or invalidate Architect's obligations under Section III(C)(2) of this Agreement.

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

E. **BIDDING PHASE**

1. **Services**: The services to be provided during this phase are set out in Schedule A attached hereto and incorporated herein.

2. **Bids Exceeding Cost Estimate**: If all bids exceed Architect’s Estimate, Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Architect’s Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as
necessary to reduce the construction cost. In the case of (4), Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the “Architect’s Estimate”.

F. CONSTRUCTION ADMINISTRATION PHASE

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

2. Services: The services provided during this phase are set out in Schedule A.

3. Supplemental Drawings: If during construction, situations arise which require supplemental drawings or details, Architect agrees to timely provide such supplemental drawings or details at no cost to City when the supplemental drawings or details, are required to correct Architect’s negligent errors or omissions or clarify Architect’s intent in the original design and preparation of Contract Documents. If such situations occur through no fault of Architect, or are beyond its control, both parties agree to negotiate an equitable payment to Architect for services rendered, which shall be accomplished through a Supplemental Agreement.

4. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the Contractor.

5. Notice of Defects: If, based on Architect’s involvement during the construction phase, Architect observes or otherwise becomes aware of any design or construction defect in the work, it shall give prompt written notice to City of such defects and their approximate location on the Project. However, Architect shall not have control over or charge of and
shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by Contractor and programs in connection with the construction work, since these are solely the Contractor's responsibility under the contract for construction. Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Architect shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.

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

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

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

H. GENERAL DUTIES AND RESPONSIBILITIES

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

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

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

3. **Subsurface Borings & Material Testing:** The City will provide subsurface boring and material testing independent of the Architect/Engineering services. If tests, additional to those provided by the City’s selected Geotechnical Firm are required for design, Architect shall prepare specifications for the taking of the additional borings and submitted to City for review and procurement.

4. **Service By and Payment to Others:** Any work authorized in writing by City and performed by anyone other than Architect or its Consultants in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Architect which is not defined within the scope of Architectural Services of Architect. The payment for such additional services shall be subject to negotiation between City and the third party and shall be approved prior to the execution of any additional services. Although Architect may assist City in procuring such services of third parties, Architect shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. **Subcontracting of Service:** Architect shall not subcontract or assign any of the
Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Architectural Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work by such third party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V.D herein.

6. **Endorsement:** Architect shall sign and affix licensing seal to all final plans, specifications, estimates and engineering data prepared by Architect and shall cause all Consultants to sign and seal their final documents where required by law. Such signatures and seals shall thereby certify that said documents were prepared in conformity with the generally recognized and prevailing standards in existence at the time and that the Project design conforms and complies with applicable Federal, State and local laws and building code requirements in effect during the Construction Document phase. Any defect, deficiency or failure of the Project to conform or comply with applicable Federal, State or local laws or building codes in effect during the Construction Document phase regarding the Project design or any other act completed pursuant to the Scope of Services of this Agreement shall be the liability of the Architect, and the City shall have the right to pursue redress in accordance with Section V(E)(2) of this Agreement or through any
other remedies available by law to the City. **The Architect is expected to make its own professional determination regarding compliance with laws, the City's ordinances and codes and may not solely rely upon City staff for determinations of compliance.** Design changes made necessary by newly enacted laws, codes and regulations after the conclusion of the Contract Document Phases may entitle the Architect to seek an amendment to this Agreement to provide for a reasonable adjustment in the schedule and additional compensation.

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

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

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

SECTION IV - CITY OF LEAWOOD'S RESPONSIBILITIES

1. Communication: City shall provide to Architect applicable Program criteria; examine and timely respond to Architect submissions; and give written notice to Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Architectural Services.

2. Access: City will provide access for Architect to enter public property necessary to the completion of the project provided adequate notice of such need is provided to the City. Architect shall have sole responsibility and will use all reasonable measures to gain access to private property. City will reasonably cooperate with Architect’s efforts to obtain access to private property.

3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Schedule A as City's responsibility.

4. Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.

5. Project Representative: City has designated Brian Anderson, Superintendent of Parks, as its Project Coordinator to represent City in coordinating this Project with Architect, with authority to transmit instructions and decisions of City.

6. Consultants: City may, at City's sole discretion, contract with others for the services of other consultants when such services are requested by Architect or required by the City.

7. Audit: City may, at City's sole cost and discretion, require an audit be performed to verify
the Architect’s payment requests or to ascertain how or for what purpose the Architect has used the money paid by City.

8. **Bond Forms:** City shall furnish all bond forms required for the Project.

9. **General:** The foregoing services, information, surveys and reports shall be furnished at City’s expense, and Architect shall be entitled to rely upon the accuracy and completeness thereof.

10. **Commissioning Agent:** The City may acquire the services of commissioning agent for this project to oversee the performance of the Mechanical, Electrical and Plumbing systems. The Architect will facilitate activities between the commissioning agent and the Architect’s engineers and consultants during design and final commissioning. The cost associated with the services of the commissioning agent shall be paid by the City.

**SECTION V - GENERAL PROVISIONS**

A. **TERMINATION**

1. **Notice:** City reserves the right to terminate this Agreement either for cause or for its convenience and without cause or default on the part of Architect, by providing ten (10) days’ written notice of such termination to Architect. Upon receipt of such notice from City, Architect shall, at City’s option as contained in the notice: (1) immediately cease all Architectural Services; or (2) meet with City and, subject to City’s approval, determine what Architectural Services shall be required of Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Architect shall also provide to City copies of all “Architectural/Engineering Documents” completed or partially completed at the date of termination and, provided that City has paid Architect
for services rendered to the date of termination pursuant to the terms of this Agreement, then the City and any successor architect may make use of such documents as they may deem necessary.

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

2. **Termination for Cause:** If this Agreement is terminated for cause or default on the part of the Architect, after notice to Architect, and a period of ten (10) days for the Architect to remedy the cause for termination, City may take over Architectural Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Architect, and the Architect shall be liable to the City for damages sustained by the City due to the Architect’s termination. When Architect services have been so terminated, such termination shall not affect any rights or remedies of the City against Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Architect shall not release Architect from liability.

3. **Compensation for Convenience Termination:** If City shall terminate for its convenience as herein provided; City shall compensate Architect for all Architectural Services completed to date of its receipt of the termination notice pursuant to Section II and any additional Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

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

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

**B. DISPUTE RESOLUTION**

City and Architect agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Architect shall proceed with the Architectural Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Architect’s completed services unless Architect gives notice of termination as provided in Paragraph A.1 above; and provided further that no dispute will be submitted to arbitration.
without both parties' express written consent.

C. OWNERSHIP OF ARCHITECTURAL DOCUMENTS

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

2. All drawings, specifications, test reports, and other materials and work products or other instruments of service, including computer aided drawings, designs, and other data filed on electronic media prepared or furnished by Architect (and Architect's independent professional associates and Consultants) under this Agreement shall become the sole property of the City. At the conclusion of the Project, or at any other time requested by City, Architect shall give City all materials obtained or produced in the course of performing the Architectural/Engineering Services, provided however, that the City has made all progress payments then due and/or final payment to the Architect for services rendered. The City shall have the right to make copies or otherwise and reproduce, and use for its benefit, any and all drawings, plans, specifications, test reports, and other materials and work products or instruments of service, including computer aided drawings, designs, and other data filed on electronic media prepared or furnished by Architect. The City shall not use the documents to build an identical building on another site.

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

**D. INSURANCE**

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

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

2. **Commercial General Liability:**
   - Each Occurrence: $1,000,000
   - Personal & Advertising Injury: $1,000,000
   - Products/Completed Operations Aggregate: $2,000,000
   - General Aggregate: $2,000,000

3. **Automobile Liability Insurance:** Policy shall protect the Architect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
   - A) Any Auto
   - **OR**
   - B) All Owned Autos;
   - Hired Autos; and
Non-Owned Autos

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

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

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

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

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

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

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

6. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Architect shall either:
a) Cover all subcontractors under its insurance policies;

or

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

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

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

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

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

E. INDEMNITY

1. Indemnification for General Liability/Non-Professional Negligence. For purposes of this Agreement, Architect shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses,
costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Architect, its employees, agents, subcontractors, subconsultants, or others for whom the Architect is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person, firm or corporation including loss of use resulting therefrom; or

b. Not the result of professional negligence; or

c. In addition, the Architect’s obligations hereunder shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of its agencies, officials, officers, or employees in those instances in which the City is named as an additional insured under the Architect’s Commercial General Liability insurance policy, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Agreement, then the Architect’s obligations hereunder shall apply as though the insurance was in place.

2. **Indemnification for Professional Negligence.** The Architect shall indemnify and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, of any nature whatsoever,
whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Architect, its employees, agents, subcontractors, subconsultants, or others for whom the Architect is legally liable, in the performance of professional services under this Agreement. The Architect is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

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

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

F. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The Architect shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The City shall provide Architect with its rules and regulations.

2. The Architect shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, gender identity, sexual orientation, physical handicap unrelated to such person’s ability to engage in particular work, national origin or ancestry.

3. In all solicitation or advertisements for employees, the Architect shall include the phrase “equal opportunity employer,” or similar phrase approved by the City.

4. If the Architect fails to comply with the manner in which the Architect reports to the City in accordance with the provisions of K.S.A. 44-1031, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in
whole or in part, by the City.

5. If the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the City which has become final, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the City.

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

G. **SEXUAL HARASSMENT**

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

H. **ENTIRE AGREEMENT**

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

I. **APPLICABLE LAW, JURISDICTION AND VENUE.**

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

J. ASSIGNMENT OF AGREEMENT

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

K. NO THIRD PARTY BENEFICIARIES

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

L. INDEPENDENT CONTRACTOR

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

M. WORK PRODUCT FORMAT

1. Project text and data which are developed by Architect or its subconsultants shall be
made available to City by providing a flash drive or an external hard drive. All text and
data shall be properly formatted and completed in Office 2010 or newer and in Adobe
Acrobat Portable Document Format (PDF).

2. Project drawings which are developed by Architect or its subconsultants through the use
of a Computer Aided Drafting (CAD) System shall be made on the most recent version of
Auto-CAD and shall be given to the City by providing a flash drive or an external hard
drive.

3. The Architect shall provide the City with Record Drawings and on the most recent
version of Auto-CAD.

4. Architect or its subconsultants shall also utilize a BIM System made on the most recent version and shall provide Owner a copy by providing a CD-ROM, a DVD, a flash drive or an external hard drive.

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

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

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

6. Documents that are scanned shall be black and white (1 bit per pixel) at 400 DPI into the industry standard file format. The files shall be processed to the final searchable PDF file format using Adobe’s Acrobat program.
7. Drawings that are converted into PDF format shall be imaged at 400 DPI and processed into an industry standard searchable PDF file format. The searchable PDF file shall be a multi-page file with bookmarks set for each drawing contained within that project. The bookmarks shall be created using the Cover Page Index as a guideline. The sheets contained in the PDF file shall be scalable on 30"x42" paper using the landscape orientation.

8. The PDF files shall not be locked or created in such a way that renders them un-editable.

9. Due to the potential that the information set forth on the electronic media (flash drive or external hard drive) can be modified by City, or City consultants, unintentionally or otherwise, Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City shall require the electronic media to be returned to City upon completion of such use. City recognizes that use of electronic media in which City has modified any information contained therein will be at City's sole risk and without any liability risk or legal exposure by Architect, whatsoever.

10. "Record" Drawings: Following construction, construction contractor will provide copies of changes and alterations made in the field during construction to Architect to provide Record Drawings. Architect has the right to rely on the information provided by the construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

N. COVENANT AGAINST CONTINGENT FEES

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

O. COMPLIANCE WITH LAWS

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

P. TITLES, SUBHEADS AND CAPITALIZATION

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

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
R. **EVALUATION**  
It is understood and agreed that the Architectural Services shall be evaluated in accordance with Resolution 2898 of the City of Leawood, Kansas, dated October 15, 2007, attached hereto as Schedule D and incorporated by reference herein.

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

T. **EXECUTION OF CONTRACT**  
The parties hereto have caused this Agreement to be executed in triplicate this ____ day of __________________________ 2020

CITY OF LEAWOOD, KANSAS

By: ____________________________

Peggy J. Dunn, Mayor

ATTEST:

______________________________
Kelly Varner, City Clerk

APPROVED AS TO FORM:

______________________________
Patricia A. Bennett, City Attorney
NAME OF COMPANY

By:

Authorized Signatory

Title

Address

City, State, Zip Code

Telephone Number
SCHEDULE “A”

SCOPE OF ARCHITECT/ENGINEER ("A/E") SERVICES

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

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

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

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

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

The City of Leawood will contract directly with entities for the following services:

- Geotechnical Engineer
- Special inspections
- Topographical surveys

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

A. PRE-DESIGN SERVICES

1. Architect is required to attend all design meetings and ensure that consultants attend any and all meetings in which consultants discipline will be discussed.
2. Conduct a pre-design Charrette with designated City personnel and their agents to establish a mutual understanding of the project requirements.
3. Establish a schedule for Pre-design, Schematic, Design Development and Construction Document design phases to include percent complete durations for Design Development and Construction phases. Work with the designated City personnel and their agents to establish a schedule for the Bidding Phase. Schedules for the Construction and Project Closeout phases will be determined once a General Contractor has been selected.
4. A/E Team is to conduct a thorough visual survey of the Site and prepare documents to demonstrate as-built conditions to be used as a base line for the project.
B. SCHEMATIC DESIGN SERVICES
   1. Develop schematic space plan for the facility and schematic site plans identifying, but not limited to:
      (a) Building footprint and alternative building design
      (b) Space planning, furnishings and finishes
      (c) Parking areas
      (d) Traffic flow
      (e) Landscaping
      (f) Utility infrastructures and proposed easements
      (g) Property boundaries
      (h) Topographical surveys
      (i) Storm water detention and/or treatment
      (j) Site lighting photometric
      (k) Roadway improvements
   2. Provide outline specifications.
   3. Design Team will make a public presentation of the schematic design to the City's Governing Body.

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

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

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

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

ADDITIONAL SERVICES FEE SCHEDULE

HOURLY BILLING RATES

* Rate includes local travel and miscellaneous survey supplies. Adjustments to these rates are made on a calendar year basis, are rounded to the nearest whole dollar and average about 5% per year or the increase in the CPI rate, whichever is greater.
RESOLUTION NO. 2898

A RESOLUTION ADOPTING REVISIONS TO THE CONTRACTORS' PERFORMANCE POLICY FOR THE PURPOSE OF DETERMINING RESPONSIBLE APPLICANTS FOR PROFESSIONAL SERVICES ASSOCIATED WITH PROJECTS OF THE CITY AND RESCINDING RESOLUTION NO. 1390.

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

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

WHEREAS, on March 23, 1998, by Resolution No. 1390, the City established and adopted a policy to assist the Director of Public Works in determination of responsible applicants for City projects;

WHEREAS, the City desires to adopt and implement a revised Contractors' Performance 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:

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the Contractors' Performance Policy, as presented at its October 15, 2007 Governing Body meeting, attached hereto as exhibit “A” and incorporated herein by reference as if fully set out.

SECTION TWO: That this resolution shall take effect and be in force from the date of passage by the Governing Body and approved by the Mayor.


PASSED by the Governing Body this 15th day of October, 2007.

APPROVED by the Mayor this 15th day of October, 2007.

Peggy J. Dunn, Mayor
[SEAL]

ATTEST:

Debra Harper, CMC, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
CONTRACTOR PERFORMANCE EVALUATION POLICY

Whereas, the City of Leawood regularly enters into contracts for the construction of various public works projects within the City;

Whereas, it is the policy of the Governing Body to, in accordance with law and with the City’s ordinances, award City construction contracts to the lowest responsible bidder;

Whereas it is the desire of the Governing Body to see that contractors and subcontractors performing work for the City provide a full measure of value in exchange for funds expended by the City and that in furtherance of this objective, construction projects of the City are awarded to and performed by responsible contractors;

Whereas, the Governing Body has determined that all contractors performing construction projects under contract with the City should be evaluated at the conclusion of their work;

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

Whereas the Governing Body has determined that it will consider evaluations of prior construction work of contractors and subcontractors in determining lowest responsible bidders for City construction projects and that solicitation of bid proposals will be made only to responsible contractors as determined by the Director of Public Works based on review of evaluations of prior work for the City.

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

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

A. Completion of construction within schedule for each phase, for the entire project, and within budget.
B. Consistency of work effort of the contractor or subcontractor, including whether the contractor meets its own work schedule submitted to the city.
C. Quality of work performed by the contractor or subcontractor, including, but not limited to the workmanship of the work in use.
D. Damages and repair of any damages to public and private property occurring during the course of construction and off the site of construction.
E. Traffic Control in work zones under construction by contractor or subcontractor.
F. Ability of the contractor or subcontractor to communicate and work with residents of the City.
G. Coordination with utility companies.
H. Cooperation of the contractor or subcontractor with City Staff, including but not limited to, time period a contractor takes to respond to a request of the Project Manager, Contract Administrator, Construction Inspector or the Director of Public Works.
I. Maintenance of the construction site during construction so as to minimize collection of mud and other materials which may be unsightly or create hazards to the public.
J. Responsiveness to a direct request from the Public Works Director in matters where the contractor is required to take action to insure the safety of the public.
K. Fairness and appropriate use of requests for change orders during the course of construction.
L. Safety on the job-site during the course of construction, including whether the contractor was notified of unsafe areas or whether any accidents occurred during the construction.

M. Final restoration and clean-up by contractor or subcontractor.

N. Responsiveness to correction of “punch list” items.

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

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

Section 5. Final evaluations to be considered in connection with solicitation of bid proposals for contracts. It is hereby established as the policy of the City that the Director of Public Works, in soliciting bid proposals for construction projects shall consider said evaluation of prior work performed by a contractor or subcontractor and shall not request bid proposals from such contractor for a period of one (1) year from the date of such unsatisfactory evaluation. Should a contractor submit a bid on an item, then it shall be considered in tandem with any previous reviews and if the contractor has received an unsatisfactory rating within the 12 months prior to the date of the bid opening, then it shall be presumed that the contractor is not a responsible bidder. The presumption may be overcome when a project differs in scope or under such other extraordinary circumstances as deemed advisable by the Director of Public Works and approved by the Governing Body.

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

COMPLETING THE FORM

The contract manager/project inspector will complete the form and

1. Record the number and nature of any valid complaints.

2. List any instances of failure to meet the requirements of the contract requirements checklist.

3. Identify performance goals that have not been met during the reporting period.

4. Review any discrepancy reports and their final disposition.
5. Determine whether the contractor's performance is unacceptable, acceptable, or exceptional. A point value ranging from acceptable (5) to unacceptable (1) may be used instead of a descriptive term.

6. Summarize the contractor's performance for the period covered by the report and for the contract term to date either in a narrative or by assigning a point value.

7. Recommend actions to be taken by the contractor to improve performance or correct deficiencies. If the report shows acceptable performance, congratulate the contractor.
### Project:

### Contractor:

<table>
<thead>
<tr>
<th>Evaluation Date</th>
<th>Average Final Score</th>
<th>Final Comments</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Completion of Construction within allotted time and budget</td>
<td>0.00</td>
</tr>
<tr>
<td>B</td>
<td>Consistency of work effort of the contractor or sub contractor</td>
<td>0.00</td>
</tr>
<tr>
<td>C</td>
<td>Quality of work performed by contractor or subcontractor</td>
<td>0.00</td>
</tr>
<tr>
<td>D</td>
<td>Damages and repairs of any damage to public or private property</td>
<td>0.00</td>
</tr>
<tr>
<td>E</td>
<td>Traffic control in work zone under construction by contractor</td>
<td>0.00</td>
</tr>
<tr>
<td>F</td>
<td>Ability of contractor or subcontractor to communicate and work with rest</td>
<td>0.00</td>
</tr>
<tr>
<td>G</td>
<td>Coordination with Utility Companies</td>
<td>0.00</td>
</tr>
<tr>
<td>H</td>
<td>Cooperation of the contractor or subcontractor with City Staff</td>
<td>0.00</td>
</tr>
<tr>
<td>I</td>
<td>Maintenance of Construction Site During Construction</td>
<td>0.00</td>
</tr>
<tr>
<td>J</td>
<td>Respondiveness to a direct request from the Public Works Director</td>
<td>0.00</td>
</tr>
<tr>
<td>K</td>
<td>Fairness and appropriate use of requests for change orders during contract</td>
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</tr>
<tr>
<td>L</td>
<td>Safety on the job-site during construction</td>
<td>0.00</td>
</tr>
<tr>
<td>M</td>
<td>Final restoration and clean-up by contractor and subcontractor</td>
<td>0.00</td>
</tr>
<tr>
<td>N</td>
<td>Respondiveness to correction of &quot;punch list&quot; items</td>
<td>0.00</td>
</tr>
<tr>
<td>O</td>
<td>Misc.</td>
<td>0.00</td>
</tr>
</tbody>
</table>

* Each Category will be rated on a scale of 1 to 5 with 5 being the highest rating.
* A score of 0 indicates not applicable for this review period.
* The average score of all categories will be the final score.
* Scores of 3 and above will be considered acceptable, while scores less than 3 will be considered unsatisfactory.

**COMPLETING THE FORM**

1. Record the number and nature of any valid complaints.
2. List any instances of failure to meet the requirements of the contract performance evaluation.
3. Identify performance goals that have not been met during the reporting period.
4. Recommend actions to be taken by contractor to improve performance or correct deficiencies.
5. If evaluation shows acceptable performance, congratulate the contractor.
INSERT CERTIFICATES OF INSURANCE FORM AND ENDORSEMENT HERE
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
Holmes Murphy & Associates, LLC
1828 Walnut Street
Suite 700
Kansas City, MO 64108

**CONTACT**
NAME: Monica Wilks
PHONE: 816 857-1568
FAX: 866 501-3940
E-MAIL: mwilks@holmesmurphy.com

**INSURER(S) ASSURING COVERAGE:**
NAIC#
INSURER A: PHOENIX INS CO
25623
INSURER B: TRAVELERS IND CO OF CT
25682
INSURER C: TRAVELERS PROP CAS CO OF AMER
25674
INSURER D: CHARTER OAK FIRE INS CO
25615
INSURER E: BERKLEY INS CO
32603

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

**CERTIFICATE NUMBER:** 59407138

**DATE (MM/DD/YYYY):** 06/04/2020

**COVERAGE**

**COVERAGES**

**Certiﬁcate Number:** 59407138

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<th>POLICY EXP (MM/DD/YYYY)</th>
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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Aquatic Center Pool House Design

The City of Leawood is added as additional insured on all policies except the professional liability and workers compensation as required by written contract.

**CERTIFICATE HOLDER**
City of Leawood
4800 Town Center Dr.
Leawood, KS 66211
USA

**REVISION NUMBER:**
July 17, 2020

Brian Anderson  
Superintendent of Parks  
City of Leawood Kansas  
Parks and Recreation Department  
4800 Town Center Drive  
Leawood, Kansas 66211

Leawood Aquatic Center Bathhouse Replacement  
Leawood, Kansas

Dear Mr. Anderson:

SFS Architecture is pleased to provide this revised professional design services proposal for the City of Leawood’s Aquatic Center bathhouse replacement. Enclosed you will find our understanding of the Project, the proposed project team, our proposed work plan and fees for the services.

Again, we appreciate the opportunity to provide a proposal for these services. We are very excited for the opportunity to work with the City of Leawood and stakeholders on this important project.

If you have questions or comments regarding this information, please do not hesitate to call us.

Sincerely,

[Signature]

Kerry K. Newman, AIA  
Sr. Principal

Copy: Chris Claxton, David Ley, Brian Garvey
Project Understanding

The Leawood Aquatic Center bathhouse is aged and outdated. The goal of this project is to replace the existing bathhouse with a new structure to house the program space required to support the aquatic center users and staff. The anticipated spaces to be including in the new building include the following and shall be confirmed during the predesign and schematic design process:

- Admissions and control desk with designated entry and exit flow
- Lifeguard break room & Manager's Office
- Concessions
- Storage
- Men's and Women's changing rooms, restrooms and showers
- Other required support or program space

In addition, our services include preparation of a bid alternate if necessary, for two party rooms. Our assumptions are that the existing pool mechanical system, with the exception of pool filters, is to remain or be salvaged/reused and no additional features or changes to the overall pool mechanical system approach is anticipated. Systems will be evaluated during the early stages of the design phase. Our services include the replacement of pool filters and associated pumps and other items required to be replaced or adjusted due to filter replacement. Refer to attached Schedule A.3 for the limits of design area this understanding and proposal are based on.

Architect’s Proposed Consultant Team

<table>
<thead>
<tr>
<th>Bob D Campbell &amp; Co.</th>
<th>Structural Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>PKMR Engineers</td>
<td>Mechanical/ Electrical/ Plumbing Engineering</td>
</tr>
<tr>
<td>Cooper Estimating</td>
<td>Cost Estimating Services</td>
</tr>
<tr>
<td>Continental Consulting Engineers</td>
<td>Civil Engineering</td>
</tr>
<tr>
<td>Vireo</td>
<td>Landscape Architecture</td>
</tr>
<tr>
<td>Lamp Rynearson</td>
<td>Aquatics Engineering</td>
</tr>
</tbody>
</table>

Project Work Plan

We propose to provide Pre-design, Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and Closeout services for this project per the Architectural Services Agreement. Refer to the attached work plan (attached as Schedule A.2) for an expanded outline of activities during each work period. Actual dates and additional detailed scheduling information will be developed in collaboration with the key stakeholders.

Compensation for Professional Services

Compensation is proposed for the services outlined in the work plan. The fees are based on a maximum $1,600,000.00 construction budget. The construction budget is defined as the amount of money allotted for the entire construction of the project including bid alternates however, this budget does not include professional services fees and expenses; survey cost; geotechnical cost; testing during construction; and other soft costs such loose furniture, concessions equipment and audio/visual/POS/security devices. The SFS Team will assist the Owner in tracking the entire project budget including construction costs and other non-construction soft costs. Should the Owner elect to increase the construction budget, Architect is entitled to an increase in fees equal to 11% of the increased construction cost. Additional fee will only apply to work not yet completed and will not apply to work completed prior to the increase. Should bid alternates be prepared but not be accepted by the Owner following bidding, the value of this work will not be included in the calculation of fees for services during construction.
<table>
<thead>
<tr>
<th>Phase</th>
<th>Arch/Struct/MEP</th>
<th>Civil/LA/Aquatic</th>
<th>Total by Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Design (5%)</td>
<td>$ 6,712.50</td>
<td>$ 2,487.50</td>
<td>$ 9,200.00</td>
</tr>
<tr>
<td>Schematic Design (15%)</td>
<td>$ 20,137.50</td>
<td>$ 7,462.50</td>
<td>$ 27,600.00</td>
</tr>
<tr>
<td>Design Development (20%)</td>
<td>$ 26,850.00</td>
<td>$ 9,950.00</td>
<td>$ 36,800.00</td>
</tr>
<tr>
<td>Construction Documents (35%)</td>
<td>$ 46,987.50</td>
<td>$ 17,412.50</td>
<td>$ 64,400.00</td>
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<tr>
<td>Bidding (5%)</td>
<td>$ 6,712.50</td>
<td>$ 2,487.50</td>
<td>$ 9,200.00</td>
</tr>
<tr>
<td>Construction (15%)</td>
<td>$ 20,137.50</td>
<td>$ 7,462.50</td>
<td>$ 27,600.00</td>
</tr>
<tr>
<td>Closeout (5%)</td>
<td>$ 6,712.50</td>
<td>$ 2,487.50</td>
<td>$ 9,200.00</td>
</tr>
<tr>
<td><strong>Total Fees:</strong></td>
<td>$ 134,250.00</td>
<td>$ 49,750.00</td>
<td>$ 184,000.00</td>
</tr>
</tbody>
</table>

**Reimbursable and Other Expenses**

**Reimbursable expenses**: Expenses such as printing, reproductions, mileage, postage, and geotechnical services are considered reimbursable expenses and are excluded from the above fee. Reimbursable expenses incurred by SFS and its consultants shall be billed and itemized by each cost incurred. We estimate reimbursable project related expenses to be $5,000.00 and will invoice the City for expenses monthly at a rate of 1.0 times the actual cost.

**Record Documents**: Actual costs for completing record documents for the project will be billed as a reimbursable hourly cost according to the Agreement. We estimate the fees associate with compiling as-built drawings and record documents to be a not-to-exceed amount of $6,500.00 for all disciplines.

**Exclusions**: Design for areas outside the limits of this project (Schedule A.3), topographic survey, Preliminary Development Plan (it is assumed only a final development plan will be required), design of new aquatic features or significant modifications to the existing pool mechanical systems approach, low voltage systems (rough-in conduit is provided), LEED certification, platting, traffic impact studies, construction or permit level public or private improvements, geotechnical investigations, environmental or hazardous material assessments or remediation strategies, A/V systems, POS devices, security devices, acoustical studies, special inspections, title commitment reports, as-built survey, re-zoning applications, furniture/kitchen equipment selection, and community engagement are excluded from the above fee and scope.

**Conclusion and Signatories**

The services outlined above and our proposed fee for these services will be performed in accordance with the provisions set forth in the Prime Agreement between the City of Leawood and SFS Architecture.

Again, thank you for the opportunity to provide our services to the City of Leawood on this exciting project.

**Architect- SFS Architecture, Inc.**

(Signature)

Kerry K. Newman, Sr. Principal
(Printed name and Title)

**Owner's Representative- City of Leawood KS**

(Signature)

(Printed name and Title)
SCHEDULE B: ARCHITECT'S AND ITS CONSULTANTS BILLING RATES SCHEDULE  
01/01/2020 – 12/31/2020

## SFS ARCHITECTURE

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>$200.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Principal</td>
<td>$160.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$140.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$135.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$135.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Architect III</td>
<td>$125.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Technical Support III</td>
<td>$115.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Architect II</td>
<td>$110.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Technical Support II</td>
<td>$100.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Architect I</td>
<td>$95.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Technical Support I</td>
<td>$90.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Sr. Interior Designer</td>
<td>$125.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$110.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Emerging Professional II</td>
<td>$80.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Emerging Professional I</td>
<td>$75.00</td>
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</tr>
<tr>
<td>Clerical</td>
<td>$65.00</td>
<td>per hour</td>
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## PKMR Engineers (MEP Engineers)

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Unit</th>
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<tbody>
<tr>
<td>Principal</td>
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<tr>
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<tr>
<td>Sr. Engineer</td>
<td>$140.00</td>
<td>per hour</td>
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<tr>
<td>Mechanical / Electrical Engineer</td>
<td>$130.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Sr. Mechanical / Electrical Designer</td>
<td>$130.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Mechanical / Electrical Designer</td>
<td>$115.00</td>
<td>per hour</td>
</tr>
<tr>
<td>CAD Technicians</td>
<td>$95.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Administrative / Clerical</td>
<td>$80.00</td>
<td>per hour</td>
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</table>

## Bob D. Campbell and Company (Structural Engineers)

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Unit</th>
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<tbody>
<tr>
<td>Principal</td>
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<tr>
<td>Registered Engineer</td>
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<td>Staff Engineer II</td>
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<td>Staff Engineer I</td>
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<td>per hour</td>
</tr>
<tr>
<td>Technician</td>
<td>$125.00</td>
<td>per hour</td>
</tr>
<tr>
<td>CADD Drafter II</td>
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<tr>
<td>CADD Drafter I</td>
<td>$90.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$60.00</td>
<td>per hour</td>
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EXHIBIT B ARCHITECT'S AND ITS CONSULTANTS BILLING RATES SCHEDULE
01/01/2020 – 12/31/2020

Continental Consulting Engineers (Civil Engineering)

<table>
<thead>
<tr>
<th>Employment Classification</th>
<th>Initials</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>President</td>
<td>PG</td>
<td>$220.00</td>
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<tr>
<td>Senior Civil Engineer IV</td>
<td>DL</td>
<td>$190.00</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>PG2</td>
<td>$190.00</td>
</tr>
<tr>
<td>Civil Engineer, Landscape Architect</td>
<td>BH</td>
<td>$180.00</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>BL</td>
<td>$180.00</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td>SM</td>
<td>$90.00</td>
</tr>
<tr>
<td>Intern Engineer I</td>
<td>KF/TJS</td>
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</tr>
<tr>
<td>Intern Engineer</td>
<td>AT/KC</td>
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</tr>
<tr>
<td>Technician V</td>
<td>PF</td>
<td>$113.00</td>
</tr>
<tr>
<td>Technician IV</td>
<td>FC</td>
<td>$113.00</td>
</tr>
<tr>
<td>Electrical Technician II</td>
<td>TS</td>
<td>$108.00</td>
</tr>
<tr>
<td>Spec II</td>
<td>SG</td>
<td>$85.00</td>
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<tr>
<td>Spec I</td>
<td>JG</td>
<td>$75.00</td>
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<tr>
<td>CAD Technician III</td>
<td>DP</td>
<td>$85.00</td>
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<tr>
<td>CAD Technician II</td>
<td>GH</td>
<td>$79.00</td>
</tr>
<tr>
<td>CAD Technician I</td>
<td>AM</td>
<td>$68.00</td>
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<tr>
<td>CAD Technician</td>
<td>AP</td>
<td>$45.00</td>
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<tr>
<td>Land Surveyor</td>
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<tr>
<td>Land Surveyor</td>
<td>SD</td>
<td>$125.00</td>
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<tr>
<td>Survey Technician</td>
<td>AS</td>
<td>$60.00</td>
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<tr>
<td>Survey Technician</td>
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<td>$55.00</td>
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Vireo (Landscape Architecture)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Owner / Principal</td>
<td>$145/hour</td>
</tr>
<tr>
<td>Associate V</td>
<td>$120/hour</td>
</tr>
<tr>
<td>Associate IV</td>
<td>$110/hour</td>
</tr>
<tr>
<td>Associate III</td>
<td>$100/hour</td>
</tr>
<tr>
<td>Associate II</td>
<td>$90/hour</td>
</tr>
<tr>
<td>Associate I</td>
<td>$80/hour</td>
</tr>
<tr>
<td>Tech I</td>
<td>$55/hour</td>
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</table>
## Lamp Ry nearson, Inc. (Aquatics)

**Kansas City Office**

### HOURLY RATE SCHEDULE

April 1, 2019 – June 30, 2020

<table>
<thead>
<tr>
<th>Position / Title</th>
<th>$ - Hourly Rate</th>
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<tbody>
<tr>
<td>Sr. Group Leader III</td>
<td>236.00</td>
</tr>
<tr>
<td>Sr. Group Leader II</td>
<td>216.00</td>
</tr>
<tr>
<td>Sr. Group Leader I</td>
<td>205.00</td>
</tr>
<tr>
<td>Sr. Project Manager VII</td>
<td>228.00</td>
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<tr>
<td>Sr. Project Manager IV</td>
<td>177.00</td>
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<tr>
<td>Sr. Project Manager III</td>
<td>164.00</td>
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<tr>
<td>Sr. Project Manager I</td>
<td>145.00</td>
</tr>
<tr>
<td>Sr. Project Engineer III</td>
<td>140.00</td>
</tr>
<tr>
<td>Sr. Project Engineer II</td>
<td>125.00</td>
</tr>
<tr>
<td>S. Project Engineer I</td>
<td>113.00</td>
</tr>
<tr>
<td>Sr. Landscape Architect V</td>
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<tr>
<td>Hydrogeologist IV</td>
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<tr>
<td>Sr. Landscape Architect II</td>
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<td>Project Manager II</td>
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<td>Project Engineer IV</td>
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<tr>
<td>Project Engineer III</td>
<td>103.00</td>
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<tr>
<td>Project Engineer II</td>
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<tr>
<td>Sr. GIS Specialist III</td>
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<tr>
<td>GIS Specialist III</td>
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<tr>
<td>Sr. Project Designer III</td>
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<td>Sr. Project Designer I</td>
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<td>Project Designer II</td>
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<tr>
<td>Engineering Tech III</td>
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<tr>
<td>Construction Observer V</td>
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<tr>
<td>Survey Group Leader II</td>
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<tr>
<td>Sr. Survey Project Mgr;</td>
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</tr>
<tr>
<td>Survey Technician II</td>
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<td>Party Chief II</td>
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<tr>
<td>Survey Field Tech II</td>
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<td>Sr. Administrative Assistant I</td>
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<tr>
<td>Administration Assistant I</td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>$ - Charge Rate</th>
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<tbody>
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<td>Plots (Color) bond</td>
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</tr>
<tr>
<td>Plots (Color) mylar</td>
<td>$6.00 /SF</td>
</tr>
<tr>
<td>Plots (Color) photo paper</td>
<td>$6.00 /SF</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.575/mi</td>
</tr>
</tbody>
</table>

Administration of Subconsultants: Actual cost, plus 10%
# Leawood Aquatic Center Bath House

_for the City of Leawood Parks and Recreation_

**Design Services Work Plan**

**Schedule A.2**

<table>
<thead>
<tr>
<th><strong>Preliminary and Schematic Design</strong></th>
<th><strong>4 to 6 weeks</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kick Off Meeting (SFS/CCE/Vireo/LR)</td>
<td>Wk Aug 10</td>
</tr>
<tr>
<td>Discuss Project Goals and Objectives</td>
<td></td>
</tr>
<tr>
<td>Review Project Workplan, Schedule and Deliverables</td>
<td></td>
</tr>
<tr>
<td>Discuss strategies, assets, and design thoughts</td>
<td></td>
</tr>
<tr>
<td>Review Preliminary Building Program</td>
<td></td>
</tr>
<tr>
<td>Review Preliminary Master Budget</td>
<td></td>
</tr>
</tbody>
</table>

**Conceptual Design Work Period**

SFS - Develop Conceptual Options for Building and Site
SFS - Prepare preliminary material palette (digital material board with imagery)
SFS / PKMR - Prepare building MEPF requirements for Owner Review
SFS - Prepare Order of Magnitude Cost Options
CCE and BDC - Surveying and Building/Site/Geotechnical Investigations and Assessments as needed

<table>
<thead>
<tr>
<th><strong>Progress Review Meeting (SFS/CCE/PKMR/LR)</strong></th>
<th><strong>Wk Sept 7</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Review concept diagram options and key design/cost issues</td>
<td></td>
</tr>
<tr>
<td>LR - Identify and Discuss pool mech requirements</td>
<td></td>
</tr>
<tr>
<td>Select concept to proceed with development and refinement</td>
<td></td>
</tr>
<tr>
<td>SFS/PKMR - Review and Discuss MEPF requirements</td>
<td></td>
</tr>
<tr>
<td>SFS - Discuss concessions menu and basic intent/equipment requirements</td>
<td></td>
</tr>
</tbody>
</table>

**Discovery Meeting with Planning and Development (SFS/CCE/Vireo)**

<table>
<thead>
<tr>
<th><strong>Wk Sept 14</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Preliminary Site Plan</td>
</tr>
<tr>
<td>Review Preliminary concept floor plan and 3D massing</td>
</tr>
<tr>
<td>Refine digital materials palette</td>
</tr>
<tr>
<td>Meeting with Planning and Development and other relevant departments</td>
</tr>
</tbody>
</table>

**Design Development**

<table>
<thead>
<tr>
<th><strong>Wk Sept 14</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Planning &amp; Development comments</td>
</tr>
<tr>
<td>Discuss any design changes or new information</td>
</tr>
<tr>
<td>SFS - Discuss concessions and equipment requirements</td>
</tr>
<tr>
<td>LR - Confirm Pool Equipment approach</td>
</tr>
</tbody>
</table>

**DD Work Period #1**

SFS/Team - Refine Cost Estimate and Master Budget
CCE/Vireo - Refine Site Plan and Develop Preliminary Landscape Plan
SFS - Develop concessions plan and equipment list
SFS - Refine digital materials palette and gather physical samples
SFS - Develop architectural floor plans, roof plans, elevations, 3D model views, and preliminary interior finishes
<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progress Review Meeting (SFS/CCE/Vireo)</td>
<td>Wk Oct 5</td>
</tr>
<tr>
<td>SFS/CCE/Vireo - review updated site plans, landscape plans, elevations, 3D</td>
<td></td>
</tr>
<tr>
<td>prepared for planning submittal</td>
<td></td>
</tr>
<tr>
<td>SFS - Review updated cost opinion and identify accepted or rejected cost options</td>
<td></td>
</tr>
<tr>
<td>SFS - Confirm exterior finishes for planning submittal</td>
<td></td>
</tr>
<tr>
<td>SFS - Discuss interior finishes</td>
<td></td>
</tr>
<tr>
<td>Submit Development Plans for September 22 Planning Commission Meeting</td>
<td>Tuesday October 20</td>
</tr>
<tr>
<td>Civil / Architectural Site Plan</td>
<td></td>
</tr>
<tr>
<td>Landscape Plan</td>
<td></td>
</tr>
<tr>
<td>Building Elevations</td>
<td></td>
</tr>
<tr>
<td>Renderings</td>
<td></td>
</tr>
<tr>
<td>Material Palette and Sample Board</td>
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</tr>
<tr>
<td>Progress Review Meeting (SFS/CCE/Vireo/PKMR)</td>
<td>Wk November 9</td>
</tr>
<tr>
<td>Review Preliminary Planning Comments</td>
<td></td>
</tr>
<tr>
<td>SFS - Review preliminary interior finish options</td>
<td></td>
</tr>
<tr>
<td>SFS/PKMR - Review lighting, plumbing, and HVAC equipment</td>
<td></td>
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<tr>
<td>Work Period</td>
<td></td>
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<tr>
<td>BDC - Begin structural engineering drawings</td>
<td></td>
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<tr>
<td>Address Planning Comments</td>
<td></td>
</tr>
<tr>
<td>Prepare Draft Project Specifications (all disciplines)</td>
<td></td>
</tr>
<tr>
<td>Prepare 50% Construction Documents (all disciplines)</td>
<td></td>
</tr>
<tr>
<td>Planning Commission Meeting</td>
<td>Tuesday November 24</td>
</tr>
<tr>
<td>SFS - Presentation and Address Planning Commission Comments</td>
<td></td>
</tr>
<tr>
<td>Progress Review Meeting (SFS/CCE)</td>
<td>Wk December 7</td>
</tr>
<tr>
<td>Review Impact of any Planning Commission Comments</td>
<td></td>
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<tr>
<td>Confirm interior finishes</td>
<td></td>
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<tr>
<td>Confirm lighting, plumbing, and HVAC equipment</td>
<td></td>
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<tr>
<td>Target Issue for 50% CD: Friday December 4th</td>
<td></td>
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<tr>
<td>Finalize Construction Docs for Permitting and Bidding</td>
<td></td>
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<tr>
<td>Work Period</td>
<td></td>
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<tr>
<td>Prepare 99% Construction Documents and Specifications (all disciplines)</td>
<td></td>
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<tr>
<td>SFS - Confirm Procurement/Bidding Requirements, Front End, and Contract</td>
<td></td>
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<tr>
<td>Requirements</td>
<td></td>
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<tr>
<td>Target Issue for 99% CD: Friday January 15th</td>
<td></td>
</tr>
<tr>
<td>Progress Review Meeting (SFS)</td>
<td>Wk January 25, 2023</td>
</tr>
<tr>
<td>Review 99% Construction Documents</td>
<td></td>
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<tr>
<td>Work Period: Permitting and Bidding</td>
<td></td>
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<tr>
<td>Incorporate Final Owner Comments (all disciplines)</td>
<td></td>
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<tr>
<td>Prepare Documents for Permitting - Target Issue for Permit: February 2021</td>
<td></td>
</tr>
<tr>
<td>Incorporate Permit Review Comments into Conformed Bid Documents (all disciplines)</td>
<td></td>
</tr>
<tr>
<td>Prepare Documents for Bidding - Target Issue for Bidding: April 2021</td>
<td></td>
</tr>
<tr>
<td>Receive Bids and Assist in Contract Negotiation; Prepare Conformed Documents</td>
<td></td>
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<tr>
<td>for Construction Phase (all disciplines)</td>
<td></td>
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<tr>
<td>Construction Administration</td>
<td>6-10 months</td>
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<tr>
<td>Construction Phase Services</td>
<td></td>
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<tr>
<td>DAC Meetings: Consultants call in only if needed or pair with site visit</td>
<td></td>
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<tr>
<td>Submittal Reviews and RFIs</td>
<td></td>
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<tr>
<td>Anticipated Site Visits: (2) CCE, (1) Vireo, (2) PKMR, (2) BDC, (3) LR</td>
<td></td>
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<tr>
<td>Punchlist: (1) visit for each consultant</td>
<td></td>
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<tr>
<td>Closeout</td>
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</table>
Staff Review
Fact Sheet

SUBJECT: APPROVE ARTWORK SALE AND OWNERSHIP AGREEMENT
TO PURCHASE TEMPORARY PUBLIC ART PIECE “SKYWRITING 1”
John King, Artist
August 3, 2020

DISCUSSION

On behalf of the Arts in Public Places Initiative and the Leawood Arts Council, staff is bringing forth the agreement to purchase the current art on loan piece “Skywriting I” by artist John King.

The Governing Body unanimously approved the purchase at the June 5, 2020 City Council meeting. The purchase price of the artwork is $40,000, with the artist already being paid $2500 for the loan, leaving a balance due to complete the purchase at $37,500.

The recommended installation site for “Sky Writing I” is to be determined, pending a wind study and discussion with the artist to ensure sufficient kinetic activation. Two potential sites have been identified to date. The piece is to remain at the temporary site until October of this year or until a replacement for the temporary site is located. Staff will be working with APPI very soon to consider a replacement piece.

The piece will go to the Planning Commission in the near future at which time a site will be recommended with support from the Arts Council. Prior to installation, the site recommendation will come back to the governing Body for final approval.

This addition will be the 23rd piece of the Leawood Public Art collection and the first kinetic sculpture.

Holly York
Cultural Arts Supervisor

SPONSOR
Parks & Recreation Department for the Leawood Arts Council

COUNCIL ACTION TO BE TAKEN
Approve Artwork Sale and Ownership Agreement with John King for “Skywriting I”.

STAFF RECOMMENDATION
☑ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
$37,500.00

FUND SOURCES
City Capital Art
Fund: 13050.44440.846140
ARTWORK SALE & OWNERSHIP AGREEMENT
[John King – Skywriting I]

This CONTRACT (herein after called "Agreement") is by and between John King, (hereinafter referred to as "Artist"), and the CITY OF LEAWOOD, KS (hereinafter referred to as “City”).

THE PARTIES, being duly advised in the premises and for consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1.
SUMMARY TERMS

SCOPE. The Artist shall perform this Agreement in strict accordance with this contract. The Artist will convey the artwork known as “Skywriting I” [the “Artwork”] to the City and the City shall pay the Artist $37,500 on or before the 1 day of October 2020.

ARTICLE 2.
TRANSFER PROVISIONS

CONTRACT TIME. This Agreement shall take effect on the date executed by City. Ownership of the Artwork shall be delivered to City on or before October 1, 2020.

2.01 OWNERSHIP. Ownership of the Artwork will be transferred upon delivery of payment to the Artist.

2.02 DELIVERY. The Artwork is in possession of the City under an Art on Loan Agreement.

ARTICLE 3.
CONTRACT PRICE AND PAYMENT

CONTRACT SUM. City shall pay the Artist for the performance of this Agreement the amount of $40,000 less the previous payments of $2500 as follows:

City shall pay Artist $37,500.00 as payment in full for the Artwork within 60 business days following full execution of this Agreement, provided that Artist has completed and delivered appropriate tax forms to the City.

ARTICLE 4.
DEFINITIONS.

4.01 ARTIST. Artist is defined in this Agreement as John King and the Artwork was designed and completed by John King.

4.02 THE ARTWORK. The Artwork is the piece known as “Skywriting I” currently in possession of the City under an Art on Loan agreement.
ARTICLE 5.
CITY - RIGHTS AND RESPONSIBILITIES.

5.01 AUTHORIZED REPRESENTATIVES OF CITY. The City designates the following representatives to act on its behalf pursuant to the provisions of this contract. These representatives are not authorized to amend this contract in any manner.

Ms. Chris Claxton, Director of Parks and Recreation

Ms. Holly York, Cultural Arts Supervisor

5.02 REVIEW AND INSPECTION. City or its representative(s) will make reasonable inspection of the Artwork prior to receiving title to the Artwork.

5.03 OWNERSHIP AND COPYRIGHT OF THE ARTWORK.

A. All sketches, drawings, mockups, models, photographs, reliefs and any other materials relating to the initial design of the Artwork shall remain the property of the Artist.

B. City shall have complete ownership of the Artwork. The City shall at all times have the ability to copy the Artwork, to fabricate banners and other items using pictures of the Artwork, or to remove it from public display. The City shall also have the right to sell or trade the Artwork or otherwise dispose of the Artwork as City deems appropriate. The Artist grants to City a license to use photographic or other reproductions of the Artwork in advertising brochures, media publicity, and promotion of its activities, catalogues, site guides, books and publication, including reproductions by the City where the Artwork is the central focus of the reproductions, there shall be included credits listing the Artist as the creator of the Artwork.

C. The Artist shall retain all copyrights on the Artwork by Artist. In view of the intention that the final Artwork be unique, Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall Artist grant permission to others to do so except with the express written permission of City.

ARTICLE 6.
ARTIST - RIGHTS AND RESPONSIBILITIES.

6.01 DESIGN AND COMPLETION OF THE ARTWORK.

A. The Artist agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of Artist or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of Artist, or otherwise.
B. The Artist represents and warrants that the Artwork is solely the result of the artistic effort of Artist and that it is unique and original and does not infringe upon any copyright and that it, or a duplicate of it, has not been accepted for sale elsewhere and that it is free and clear of any liens.

C. The Artist further warrants that, upon payment in full and transfer of Title to the Artwork, City shall own the Artwork free and clear of any and all liens or claims.

D. The Artist further warrants that City shall own, on its completion, the Artwork free and clear of any and all liens or claims.


6.02 TIME FOR PERFORMANCE.

A. The Artist, recognizing that time is of the essence, shall ensure that ownership of the Artwork is delivered to the City no later than October 1, 2020.

B. Extensions of Agreement time will be made for excusable delays arising from unforeseeable causes beyond the control and without the fault or negligence of the parties.

ARTICLE 7.
DISPUTES, REMEDIES AND NOTIFICATIONS.

7.01 CHOICE OF LAW. Any dispute under this Agreement, or related to this Agreement or the Artwork, shall be decided in accordance with the laws of the State of Kansas.

7.02 TERMINATION OF CONTRACT. The City reserves the right to terminate in whole or any part of this contract, upon written notice to Artist.

7.03 ADDRESSES FOR NOTICES AND PAYMENTS. The City shall send all payments and notifications required herein, by regular mail, to Artist to the following address:

The artists address is:

618 Apple Valley Rd.
Lyons, CO
80540

All notices and invoices to the City shall be either hand delivered or sent by certified or registered mail, United States first class to the following address:

Ms. Chris Claxton, Director-Parks & Recreation
City of Leawood
4800 Town Center Drive
Leawood, KS 66211

(With a copy to Ms. Holly York and Ms. Patricia Bennett at the same address)
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City of Leawood:

By: __________________________
Peggy Dunn, Mayor
Date: ________________________

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

___________________________________
Patricia A. Bennett
City Attorney

Artist:

___________________________________
Signature
Print Name: _____________________________________________
Date: __________________________

Address: ___________________________________
City/State _______________________________________
Zip Code _______________________________________
Exhibit B

VARA Waiver

The City of Leawood (hereinafter referred to as “City”) is purchasing the Artwork known as “Skywriting I” hereinafter referred to as “Artwork”) created by John King (hereinafter referred to as “Artist”), for the sum of $40,000 [less previous amounts paid under Art on Loan Agreement].

Artist waives any right granted Artist pursuant to the Visual Arts Rights Act (VARA) as part of the sale. The City will use the Artwork in a professional manner that respects the work of the Artist. The City may decide to use or not use the Artwork as in its sole discretion. The City may sell or dispose of the Artwork when it no longer has the need or use for it.

The rights waived hereunder include but are not limited to the following rights granted Artist pursuant to the Visual Arts Rights Act (VARA) as part of the sale:

1. The right to move the Artwork to another location or to sell the Artwork, provided however that regardless of to whom sold or where relocated, the Artwork will be identified as the work of Artist, the Artwork will not at any time be distorted, mutilated or modified so as to prejudice Artist or Artist’s honor or reputation. The City will use the Artwork in a professional manner that respects the work of the Artist. The City may move the Artwork, or sell the Artwork when it no longer has the need or use for it.

2. In the event of any breach of the provisions of this waiver by the City or any successor in interest to the Artwork, Artist shall have the right to preclude the use of Artist’s name in connection with the creation of the Artwork.
About the Visual Artists Rights Act (VARA):
The Visual Artists’ Rights Act of 1990 (VARA) was enacted to protect the post-sale rights of artists who have created works of fine art and the purchasers of those works. The concept behind VARA is to prevent intentional distortion or modification of an original work of visual art, where the modification of distortion would prejudice the artist’s honor or reputation. It also prevents the intentional or grossly negligent destruction of works of recognized stature. Finally, it protects the artist’s right to be credited with the creation of the work and the right to not be credited as the creator of the works is altered or modified or if the artist did not create it.

VARA protects "works of visual art" which is defined as including paintings, drawings, prints, sculptures or still photographs, but excludes posters, maps, globes, charts, technical drawings, diagrams, models, applied art, motion pictures or other audiovisual works, pantomimes, choreographic works and sound recordings. Other works not specifically included in the definition also would not be entitled to protection under the statute. Within this group, only single copies or signed and numbered limited editions of 200 or less are actually protected.

For more details about VARA, visit: http://www.loc.gov/copyright/title17/92chap1.html#106a and http://arts.endow.gov/artforms/manage/VARA.html
RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ARTWORK SALE AND OWNERSHIP AGREEMENT IN THE AMOUNT OF $37,500 BETWEEN THE CITY AND JOHN KING, PERTAINING TO THE PURCHASE OF PUBLIC ART PIECE "SKYWRITING 1"

WHEREAS, the City desires to acquire the art piece known as "Skywriting 1" by artist John King;

WHEREAS, John King has agreed to sell such art piece; and

WHEREAS, the parties desire to execute an Artwork Sale and Ownership Agreement to convey such art work.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Artwork Sale and Ownership Agreement in the amount of $37,500 between the City and John King, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

[SEAL]

ATTEST:

Peggy J. Dunn, Mayor

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
Subject: Approve Resolution and Agreement with K & G Striping for Installation of Rectangular Rapid Flash Beacons and Associated Striping at 89th St & Lee & 85th Ter & Lee

August 3, 2020

Discussion

Attached is an agreement with K & G Striping in the amount of $39,750.00 for the installation of Rectangular Rapid Flash Beacons (RRFB) at 85th Terrace & Lee Boulevard and 89th Street & Lee Boulevard along with the associated striping for the crosswalks.

The Governing Body approved the recommendation by the Public Works Committee and Bike/Walk Committee for the installation of the RRFB’s at the January 6, 2020 meeting. The original plan was to install the RRFB’s with the Lee Boulevard (83rd St to 95th St) project however due to COVID that project was delayed until the end of this year. Two pedestrians were injured in early July 2020, at 89th & Lee by a vehicle making a left turn from eastbound 89th Street to northbound Lee Boulevard.

Staff is recommending to have the RRFB’s installed on Lee Boulevard by K & G Striping who is under contract for the installation of the South Bike Loop signs and RRFB’s at College & Brookwood. Johnson County CARS will reimburse the City 50% of the RRFB installation costs.

It is the recommendation of the Public Works Department that the City Council approves this agreement with the K & G Striping and authorizes the Mayor to execute.

David Ley, P.E.
Director of Public Works

Council Action to Be Taken

Approve Resolution and Agreement

Staff Recommendation

☐ For
☐ Against
☐ No position

Committee Recommendation

☐ For
☐ Against
☐ No position

Policy or Program Change

☐ No
☐ Yes

Operational Impact

N/A

Costs

$39,750.00

Funding Source

Project 72054
Lee Boulevard (83rd St to 95th St)
RESOLUTION NO. __________

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT IN THE AMOUNT OF $39,750.00 BETWEEN THE CITY AND K & G STRIPING INC. PERTAINING TO THE INSTALLATION OF PAVEMENT MARKINGS AND CROSSWALK BEACONS AT 89TH AND LEE BOULEVARD AND 85TH TERRACE [PROJECT #72054]

WHEREAS, the City is in need of services pertaining to installation of pavement markings and crosswalk beacons;

WHEREAS, K & G Striping Inc. provides such services; and

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

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Services Agreement between the City and K & G Striping Inc, in the amount of $39,750.00, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
SERVICES AGREEMENT

This Agreement is made this _____ day of __________, 20__, in Johnson County, Kansas, by and between the City of Leawood, Kansas ("City"), and K & G Striping, Inc. ("Contractor")

SECTION 1 – CONTRACTOR’S DUTIES

Contractor shall provide the following services:

Provide pavement markings & crosswalk signs at two locations: 89th and Lee Boulevard and 85th Ter. And Lee Boulevard as listed on the attached Exhibits A and B.

SECTION II – COMPENSATION

City shall pay Contractor up to THIRTY-NINE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (39,750.00) on the basis and on the terms shown in Exhibit A attached hereto and incorporated herein by reference. City agrees to remit such payment to Contractor within 30 days of receipt of a Contractor’s invoice.

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

SECTION III – TERM OF AGREEMENT

Contractor understands that time is of the essence in this work and shall submit such reports in a timely fashion. The term of this Agreement shall commence on August 4th, 2020, and shall be completed on or before September 30, 2020.

SECTION IV - CONTRACTOR’S DUTIES AND DOCUMENTS INCORPORATED

That the Contractor will furnish at its own cost and expense all labor, tools, equipment and materials required and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. Contractor shall construct and complete in good first-class and workmanlike manner the work as designated, described and required by the Plans, Specifications and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

Item 1

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Proposal and other specified contract documents on file, all of which the contract documents form the Contract and are as fully a part thereof as if repeated verbatim herein; all work to be
done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

The Contractor shall cover and protect work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by the Contractor. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. The Contractor shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

SECTION V – HOURS OF WORK

No work shall be done between the hours of 9 P.M. and 7 A.M. nor on Sundays or legal holidays, without the written approval or permission of the City in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.

Night work may be established by the Contractor, as a regular procedure with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain at night adequate equipment for the proper prosecution and control of the work and all operations performed thereunder.

SECTION VI – EXTENSIONS OF TIME

The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages, because of any delays in the completion of the work due to causes beyond the control, and through no fault of negligence, of the Contractor. Should the Contractor be delayed in the final completion of the work by any act or delay of the Owner or by strikes, lockouts fires, or unusual delays by common carriers, or by any other cause or causes beyond the Contractor's control, then Contractor shall seek, by written request, an extension of time sufficient to compensate for such delay in the final completion of the work and such request shall not be unreasonably denied.
SECTION VII – INSURANCE

(a) General

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance on an occurrence basis of the types and amounts as required herein. Contractor shall provide certificate(s) of insurance and renewals thereof naming the City as an additional insured as specifically required herein. The City shall be notified by direct notice from the Contractor not less than sixty (60) days prior to material modification or cancellation of any policy listed on the Certificate(s).

2. The Insurance Company shall be authorized to do business in the State of Kansas.

(b) Notice of reduction of policy limits as a result of claim(s)

Prior to the signing of this contract the Contractor shall advise the City in writing of any outstanding claim(s) which have or might substantially ($10,000 or more) reduce the aggregate limit of the Liability policies pertinent to the Contract.

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

The Contractor shall promptly notify the City of any reduction in limits (exceeding $10,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Contract.

(c) Insurance required

The Contractor shall name the City as an additional insured in the amount of $500,000 for all claims determined to be subject to the Kansas Tort Claims Act. The Contractor shall name the City as an additional insured for all other claims in the following amounts:

(1) Commercial General Liability

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A) Bodily Injury &amp; Property</td>
<td>$1,000,000 any one occurrence</td>
</tr>
<tr>
<td>Damage Liability</td>
<td>Products/Completed Operations</td>
</tr>
<tr>
<td></td>
<td>and General Aggregate Limits</td>
</tr>
</tbody>
</table>
B) Personal and Advertising Injury Liability $1,000,000 any one person or organization subject to the General Aggregate Limits of Liability

C) Aggregate Limits of Liability $2,000,000 Products/Completed Operations Aggregate

$2,000,000 General Aggregate (other than Products Completed Operations)

2) Automobile Liability-

The policy must pay all sums the Contractor must legally pay as damages because of Bodily injury or Property Damage claims arising from the ownership, maintenance or use of all owned, hired and/or non-owned vehicles.

A) Liability $1,000,000

B) Uninsured Motorist Coverage $1,000,000

3) Umbrella or Excess Liability

Liability $2,000,000

4) Worker’s Compensation and Employer’s Liability-

This insurance shall protect the Contractor against all claims under the Worker’s Compensation laws of the states of Kansas. The Contractor shall also be protected against claims for Bodily Injury or Disease or Death which, for any reason, may not fall within the provisions of a Workers’ Compensation Law. The policy shall include coverage for all states. [Endorsement].

A) Liability Statutory

B) Employers Liability

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

(d) Subcontractor’s Insurance-

If a part of the Contract is to be sublet, the Contractor shall either:

(1) Cover all subcontractors in its insurance policies, or
(2) Require each subcontractor not so covered to secure insurance which will protect the subcontractor, the Contractor and the City of Leawood against all applicable perils or risks of loss and in the minimum amounts as outlined herein.

(3) Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including legal costs such as attorney’s fees, and other costs arising out of the acts or omissions of its subcontractors.

SECTION VIII - BONDS

The Contractor to whom the work is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one hundred percent (100%) of the amount of the Contract so awarded in each case.
Upon completion and acceptance of the work, the Contractor shall furnish the City of Leawood a 2-year Maintenance Bond, which shall remain in full force and effect for a period of two years, commencing on the date of final acceptance of the project, such date to be established by the City of Leawood.

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

SECTION IX – INDEMNITY

For purposes of this contract, and without in any way limiting indemnification obligations that may set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all loss 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 Contractor, its employees, agents, subcontractors and suppliers.

The Contractor shall indemnify, defend, and save harmless the Owner and the Architect/Engineer against all damages or alleged damages to public or private property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of the Contractor's operations in connection with this Contract.

It is agreed as a specific element of consideration of this Contract that 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.
SECTION X – TESTING, REJECTION AND PLACING COMPLETED WORK IN SERVICE

Before final acceptance, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed work required shall be made in the presence of an authorized owner representative. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof, or of such inspection, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected or corrected.

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the City ordering such removal, the rejected material or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due to the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a period of two (2) years thereafter.

SECTION XI - DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Owner shall have the right to determine what is or is not trash or waste materials. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which the Contractor has occupied and shall leave them in first-class condition.

SECTION XII - DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of two (2) years, or longer, if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or the Contractor's agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense;
provided however, that in case of an emergency where, in the judgment of the Owner, delay
would cause serious loss, hazard or damage, repairs may be made without notice being sent to
the Contractor, and the Contractor shall pay the cost thereof.

SECTION XIII – LAWS AND REGULATIONS

The Contractor shall keep itself fully informed of all existing and current regulations of the
Owner, and County, State and National Laws which in any way limit or control the actions or
operation of those engaged upon the work, or affecting the materials supplied to or by them. The
Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and
shall protect and indemnify the Owner and the Owner's officers and agents against any claims or
liability arising from or based on any violation of the same.

In general, the operations of the Contractor shall be in full conformity with all of the rules and
regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor
shall supply safe and sufficient drinking water to all of its employees. The Contractor shall obey
and enforce all sanitary regulations and orders, and shall take precautions against infectious
disease and the spread of same.

SECTION XIV – TERMINATION

City may terminate this Agreement for its convenience upon seven (7) days written notice to
Contractor. Contractor may not terminate the Agreement without completing any project
delivered to it prior to said notice of 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 XV - CLEAN-UP

The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of
debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately
after construction operations are complete, all equipment, debris and unsuitable
materials shall be completely removed from the site in order to minimize the damage to finished
work and inconvenience to the public and adjoining property owners.

SECTION XVI – 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 XVII – 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 XVIII – 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 XIX – 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, gender identity, sexual orientation, 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 sub-Contractor or vendor.

SECTION XX - PROCESS AGENT CERTIFICATION

If the Contractor to whom the Contract is awarded is not a resident firm of Johnson County,
Kansas, the Contractor shall appoint in writing, as such person’s agent, a resident of Kansas,
except, no appointment under this section is required if the person is a foreign corporation,
foreign limited partnership, or foreign limited liability company qualified to do business and in
good standing in Kansas. The appointment required by the paragraph shall be filed with the
Kansas Secretary of State as provided in K.S.A. 60-306 and amendments thereto. These
appointments are pursuant to K.S.A. Sec. 16-113, and shall be filed prior to the formal execution
of the Contract Documents, failure to comply with these requirements shall disqualify the
Contractor for the awarding of this Contract.

SECTION XXI – TIME IS OF THE ESSENCE

The Contractor will commence work on a date to be specified in a written order form from the
Owner, and will complete all work covered by this contract. The project must be complete,
including paint cure time, by September 30, 2020. The project may start August 4th, 2020,
environmental conditions permitting. Contractor agrees to complete all work on or before
September 30, 2020. Contractor agrees that damages due to delay will be difficult to determine
and will include hours of staff time and interference in park booking opportunities and agrees
that liquidated damages shall be assessed in the amount of $200.00 per day for each day of delay.
SECTION XXII – LIEN WAIVERS

The Contractor will provide a lien waiver from any subcontractor used for this project. Such waivers will hold the City free from any liens for work or materials. The Contractor will provide a list of any subcontractors or others performing work on this project. Lien waivers must be received from each before final payment is made to the Contractor.

SECTION XXIII – APPLICABLE LAW

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

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

City of Leawood:

By: _________________________________
    Peggy J. Dunn, Mayor

ATTEST:

______________________________
Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

______________________________
Patricia A. Bennett
City Attorney
Contractor:

K & G Striping, Inc.

Print Name: ______________________

By: _____________________________

Date: ___________________________

Address: _________________________

_______________________________
MAINTENANCE BOND
MAINTENANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

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

Dated this _____ day of ________________________________, 20____.

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

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

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

[Contractor/Principal]

[Title]

ATTEST:

[Secretary]

[Surety Company]

Address

City, State, Zip

Phone No.

Facsimile No. (if available)

By: [Attorney-in-fact]

By: [Kansas Agent]
Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.
PERFORMANCE BOND
CITY OF LEAWOOD, KANSAS

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned

of ___________________, hereinafter referred to as the "Contractor", and

laws of the State of ____________, and authorized to transact business in the State of
Kansas, as Surety, are held and firmly bound unto the City of Leawood, Kansas, hereinafter
referred to as "City", in the penal sum of

_____________________, lawful money of the United State of America, for the payment of
which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators,
successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration, or addition to the terms of the Contract, or the Work to be performed thereunder, or
the specifications accompanying the same, shall in any way affect its obligations on this bond
and it does hereby waive notice of any change, extension of time, alteration, or addition to the
terms of the Contract, or to the Work, or to the specifications.
IN TESTIMONY WHEREOF, said Contractor has hereunto set hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the ______ day of ______________________, 20__.

________________________
Contractor/Principal

________________________
Title

ATTEST:

________________________
Secretary

________________________
SURETY COMPANY

________________________
Address

________________________
City, State, Zip

________________________
Phone No.

________________________
Facsimile No. (if available)

By ______________________
Attorney-in-Fact

By ______________________
Kansas Agent
Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.
Job: Lee Boulevard Crosswalk Improvements
Lee Blvd
Leawood, KS 66206

Client: City of Leawood

Contact: Brian Scovill
(p) 913-663-9134
(f)

Bid Date: 07/20/2020

Pavement Markings & Crosswalk Signs

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Type</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
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<tr>
<td>RRFB System</td>
<td>Each</td>
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<td>$31,000.00</td>
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<tr>
<td>Pavement Markings</td>
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<td>$4,750.00</td>
<td>$4,750.00</td>
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<tr>
<td>Advanced Pedestrian Signs</td>
<td>Each</td>
<td>4</td>
<td>$500.00</td>
<td>$2,000.00</td>
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<td>Force Account</td>
<td>LUMP</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td></td>
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<td></td>
<td></td>
<td>Total $39,750.00</td>
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</table>

Bid Details:
- Layout and install crosswalks and stop bars on existing asphalt surface. Material to be thermoplastic.

Supply and Install:
(4) W11-2 Crosswalk signs with W16-7P Ahead placards installed on 1.75" telespar post.
2 sets of Bi- Directional RRFB flashing crosswalk beacons with bulldog push buttons. To be installed on 4.5" aluminum post with solar panel.
1 set to be installed at 89th St & Lee Boulevard; 1 set to be installed at 85th Ter & Lee Boulevard.
IRA STEIN PROPERTY – CELL TOWER - AT&T ANTENNAS AND ASSOCIATED EQUIPMENT – REQUEST FOR APPROVAL OF AN ELIGIBLE FACILITIES REQUEST FOR THE REPLACEMENT OF ANTENNAS AND THE REPLACEMENT AND ADDITION OF ASSOCIATED EQUIPMENT – Located north of 135th Street and east of Nall Avenue – Case 55-20

STAFF RECOMMENDATION:
Staff reviewed the application of Case 55-20 – AT&T Antennas and Associated Equipment, and has determined that it meets the requirements for 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012. Staff recommends the Governing Body approve Case 55-20, Ira Stein Property – AT&T Antennas and Associated Equipment, with the following stipulations:
1. The application is limited the removal of 3 remote radio heads and 3 antennas at the 135’ centerline, and replaced at the 145’ centerline with new equipment.
2. The equipment shall comply with and be maintained in accordance with all related federal guidelines and the requirements of Section 16-4-12.3(F)(2) of the Leawood Development Ordinance pertaining to the required concealment elements.
3. In addition to the stipulations listed in this report, the developer / property owner agrees to abide by all City ordinances, and to execute a statement acknowledging in writing that they agree to stipulations one through three.

APPLICANT:
• The applicant is Michael Gasser as agent for AT&T
• The property is owned by Stein Towers, L.C.

REQUEST:
• The applicant is proposing additions and modifications to AT&T equipment at two heights on the Ira Stein cell tower within Parkway Plaza: the 135’ centerline, and 145’ centerline. These modifications include the removal of 3 antennas and 3 remote radio heads at the 135’ centerline, which will be replaced with 3 new remote radio heads and 3 antennas at the 145’ centerline, along with additions and modifications to ancillary equipment.

ZONING:
• The property is currently zoned AG (Agricultural).

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

SURROUNDING ZONING:
• North, East, South and West The property is within the Parkway Plaza Mixed Use development. The property is surrounded on all sides by properties within the development zoned MXD (Mixed Use).
LOCATION:

EXISTING CONDITIONS:
- The current height of the tower is 170’ with a 7’ lightning arrestor at the top. A Special Use Permit for the tower was renewed on June 20, 2016 for a term of twenty years.
- The facility is enclosed by an existing 8’ wall constructed of masonry/stucco. The equipment compound is surrounded by a combination of deciduous and evergreen trees along with bushes to provide screening. The tower owner shall be required to maintain the landscaping.

PROPOSED CHANGES:
- The applicant is proposing modifications to AT&T equipment at two heights on the pole: the 135’ centerline, and 145’ centerline.

Modifications to the 135’ centerline include:
- Three existing antennas are to be removed.
- Three existing Tower Mount Amplifier’s (TMA) are to be relocated to the 145’ centerline.

Modifications to the 145’ centerline include:
- Three new antennas will be placed at the 145’ centerline, to replace the antennas which were removed at the 135’ centerline. The antennas will have dimensions of 96” in height, 21” in width, and 7.8” in depth.
- Three new Remote Radio Heads (RRH) will be added to the 145’ centerline. The 3 new RRH will have dimensions of 22.05” in height, 12.13” in width, and 7.44” in depth.
- Three TMA’s from the 135’ centerline are relocated at the 145’ centerline.
- Additional mount support modifications are made to support the new equipment on the 145’ centerline.

SECTION 6409(A) ELIGIBILITY REQUIREMENTS:
• Staff has reviewed the application and determined that it complies with Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012. The modifications proposed do not constitute a substantial change under the act.
• The application meets the requirements of equipment co-location on a support structure as it is not increasing the height of the tower, does not involve any more equipment cabinets, and does not entail any excavation of the current site.
• The applicant's appurtenances shall continue to be mounted uniformly to create a symmetrical appearance, which complies with concealment efforts outlined in Section 16-4-12.3(F)(2) of the Leawood Development Ordinance. The existing antennae are meeting necessary requirements for the tower to be considered a legal structure, such as:
  o Mounting the antennae in order to minimize the visual impact to the greatest extent practicable, and shall not extend more than 7' from the face of the tower;
  o antennae are painted to match the color of the tower;
  o cabling to the antennae is internalized within the tower; and,
  o the property is landscaped.
The replacement of antennas and addition and replacement of other ancillary equipment at the 135', and 145' centerlines will be in conformance with the concealment requirements of the Leawood Development Ordinance.
AT&T SITE NUMBER: KSL05147
AT&T SITE NAME: IRA STEIN PROPERTY
AT&T FA CODE: 1004159
AT&T PACE NUMBER: MRKSL040002
SITE TYPE: MONOPOLE

BUSINESS UNIT #: 877796
SITE ADDRESS: 520 W. 13TH STREET
COUNTY: LEAWOOD
TOWER HEIGHT: 170'-0''

PROJECT: AT&T MULTICARRIER

SITE INFORMATION
CROWN CASTLE USA INC.
IRA STEIN PROPERTY
520 W. 13TH STREET
LEAWOOD, KS 66209
COUNTY: JOHNSON
MAP/PARCEL #: 046-29-00-01
AREA OF CONSTRUCTION: EXISTING
LATITUDE: 94° 28' 00''
LONGITUDE: 04° 28' 00''
GROUND ELEVATION: 944.77'
CURRENT ZONING: CITY OF LEAWOOD
USE/PANTRY CLASSIFICATION: T
TYPE OF CONSTRUCTION: 1BR
ALTERNATE: FACILITY IS UNMARKED AND NOT FOR HUMAN OCCUPANCY
PROPERTY OWNER: GLOBAL SIGNAL ACQUISITION IN LTE 30 POULYNE
ATLANTA, GA 30319
TOWER OWNER: GLOBAL SIGNAL ACQUISITION IN LTE 30 POULYNE
ATLANTA, GA 30319
CARRIER/APPLICANT: AT&T TOWER ASSET GROUP
533 WEST 5800 DRIVE
ATLANTA, GA 30338
ELECTRIC PROVIDER: Xcel
(612) 455-0575
TELE PROVIDER: AT&T
(612) 626-6075

PROJECT DESCRIPTION
THE PURPOSE OF THIS PROJECT IS TO BRIDGE RIM WEBS CONSIDERACHY AND CUSTOMER TO THE EXISTING BELL TOWER WIRELESS FACILITY.

TOWER MODIFICATIONS:
• REMOVE THE KINESCOPE - HIGH-END DXXE ANTENNAS
• REMOVE THE KINESCOPE - RELOCATE THE ANTENNAS
• RELOCATE THE KINESCOPE - ADD PATCH PANEL RFAS
• INSTALL MOUNTING BRACKETS FOR TWIN-PAD ANTENNAS
• INSTALL (2) NICKA - AIRスペース ANTENNAS
• INSTALL MOUNTING BRACKETS FOR TWIN-PAD ANTENNAS
• DESIGN AND INSTALL ADDITIONAL MOUNTING DESIGN BY BLACK & VOSK CORP.
• GROUND WORK OF WORK
• NONE

APPPLICABLE CODES/REFERENCE DOCUMENTS

DRAWING INDEX
SHEET # SHEET DESCRIPTION
T-1 TITLE SHEET
T-2 GENERAL NOTES
T-2 SITE PLAN
T-1.1 EQUIPMENT SITE PLAN
T-2.1 FINAL ELEVATION & ANTEANNA PLAN
T-2.2 FINAL ANTENNA DESIGN CABLE SCHEDULE
C-1.1 PLUMBING DIAGRAM
C-1.2 PLUMBING DIAGRAM
C.1.3 PLUMBING DIAGRAM
C.1.4 PLUMBING DETAILS
C.1.5 PLUMBING DETAILS
G.1.1 GROUNDING HEMATRIC
G.1.2 GROUNDING DETAILS
G.1.3 GROUNDING DETAILS
ATTACHED MOUNT MODIFICATION DESIGN

APPLICABLE CODES/REFERENCE DOCUMENTS

REFERENCE DOCUMENTS
PROJECT GENERAL REFERENCES
DATALOGGER MOUNTING POLICY: 7-1-2020
BLACK & VOSK CORP.
MARCH 1, 2020
NOTE: CONSULT WITH THE LOCAL CODE ADOPTED BY THE LOCAL GOVERNMENT AUTHORITY, INCLUDING THE CITY OF LEAWOOD. IT IS NOT TO BE USED TO APPLY FOR CONSTRUCTION WORK TO THE SITE, NOR TO BE USED FOR WORK TO THE SITE WITHOUT THE PERMITS. ALL DOWNSIZING DRAWINGS ARE TO BE MADE ONLY BY THE PERMITS. THE DRAWINGS ON THE DOCUMENTS ARE TO BE USED IN CONSTRUCTION OF THE DOCUMENTS.
## Final Antenna and Coaxial Cable Schedule

<table>
<thead>
<tr>
<th>Line</th>
<th>Site</th>
<th>Placement</th>
<th>Antenna Type</th>
<th>Height (ft)</th>
<th>Height (m)</th>
<th>Lead-in Type</th>
<th>Lead-in Length</th>
<th>Coax Spec</th>
<th>DC Level</th>
<th>DLC Level</th>
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<th>Owner Name</th>
<th>Notes</th>
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<td>1</td>
<td>DE</td>
<td>EXIST.</td>
<td>CS Antenna</td>
<td>100</td>
<td>30.5</td>
<td>Coax</td>
<td>30m</td>
<td>10 kV</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
<td>115</td>
<td>SSF</td>
<td>-</td>
</tr>
</tbody>
</table>

**Notes:**
- Scale not to scale

**ISSUED FOR:**

- Project Name: [Redacted]
- Construction: [Redacted]
MOUNT REINFORCEMENT DRAWINGS

SITE NAME: IRA STEIN PROPERTY
BU NUMBER: 877796

SITE ADDRESS:
5290 W. 135TH STREET
LEAWOOD, KS
JOHNSON COUNTY, USA

ATTENTION ALL CONTRACTORS
ANYTIME YOU ACCESS A CROWN SITE FOR ANY REASON YOU ARE TO CALL THE CROWN NOC UPON ARRIVAL AND DEPARTURE, ONLY AT 800-778-2515.

CODE COMPLIANCE
THIS REINFORCEMENT DESIGN IS BASED ON THE REQUIREMENTS OF 29CFR1926.465
STRUCTURAL STANDARD FOR AERIAL SUPPORTING STRUCTURES AND ANTENNAS USING A NORMAL 3-SECOND VELOCITY OF 108 MPH WITH NO KILOMETRES PER HOUR, VERTICAL, RADIAL EXPOSURE CATEGORY C.

TOWER INFORMATION
TOWER HEIGHT / TYPE:
148.7 ft Monopoly Tower
TOWER LOCATION:
LATITUDE: 39° 59.8' N
LONGITUDE: -94° 36.4' W
COMMENTS:
5955555 REG # 62

PROJECT CONTACTS
ADRIAN OAKMONT
AOAKMONT@CROWNCASTLE.COM
(132) 545-6565

DRIVING DIRECTIONS
FROM 65TH ST ENTRANCE ON 65TH ST RAMP, KEEP LEFT ON JBS 89 RAMP, KEEP RIGHT 34TH W. 135TH ST RAMP, TURN LEFT 34TH W. 135TH ST, TURN LEFT ON 6TH ST RAMP. SITE WILL BE ON THE RIGHT.
MODIFICATION INSPECTION NOTES

GENERAL

1. THE IN-R is an AE SITE VISUAL and HANDS-ON INSPECTION of TOWER MODIFICATIONS including a REVIEW of CONSTRUCTION REPORTS and ADDITIONAL COMPLIANCE DOCUMENTATION PROVIDED BY THE GENERAL CONTRACTOR (GC) AS REQUIRED TO ENSURE THAT ALL MODIFICATIONS ARE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, N/AIDS MODIFICATION ISSUANCES, AND AS DESIGNED BY THE ENGINEER OF RECORD (EOR).

2. NO DOCUMENT, CODE OR POLICY CAN SUBSTITUTE FOR AN INSPECTION THAT MAY ARISE. ACCORDINGLY, THIS CHECKLIST IS INTENDED TO GUIDE THE DURABILITY OF DOCUMENTATION IN CONSIDERATION OF MODIFICATIONS TO THE MODIFICATION INSPECTION POINTS OF CONTACT (CONTRACT) FOR EVALUATION.

3. ALL MODIFICATIONS SHALL BE CONDUCTED BY A CROWN APPOINTEE IN INSPECTION WORKING FOR A CROWN APPOINTEE IN REVIEW OR CROWN APPOINTEE IN MODIFICATIONS.

4. TO ENSURE THAT THE REQUIREMENTS OF THE "IN-R ARE MET, IT IS CRUCIAL THAT THE PRIMARY CONTRACTOR (GC) AND THE MODIFICATION WORK ENVIRONMENT AND WORKING AS SUCH A PRIMARY CONTRACTOR (GC) IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT.

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6. REFER TO CROWN CED-SIN-1000, "MODIFICATION INSPECTION POINTS," FOR FURTHER DETAILS AND REQUIREMENTS.

SERVICE LEVEL CONSIDERATIONS

1. THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFECTIVENESS AND EFFICIENCY OF CONDUCTING AN "IN-R:

   a. THE GC SHALL PROVIDE A MINIMUM OF 5 BUSINESS DAYS’ NOTICE, PROBABLY 10, TO THE "IN-R INSPECTOR AS TO WHEN THE "IN-R WILL BE CONDUCTED.

   b. THE "IN-R INSPECTOR SHALL BE RESPONSIBLE TO THE PRIMARY CONTRACTOR (GC) AND THE MODIFICATION WORK ENVIRONMENT AS SUCH A PRIMARY CONTRACTOR (GC) IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT.

   c. THE "IN-R INSPECTOR SHALL BE RESPONSIBLE TO THE PRIMARY CONTRACTOR (GC) AND THE MODIFICATION WORK ENVIRONMENT AS SUCH A PRIMARY CONTRACTOR (GC) IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT.

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   f. THE "IN-R INSPECTOR SHALL BE RESPONSIBLE TO THE PRIMARY CONTRACTOR (GC) AND THE MODIFICATION WORK ENVIRONMENT AS SUCH A PRIMARY CONTRACTOR (GC) IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT.

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   i. THE "IN-R INSPECTOR SHALL BE RESPONSIBLE TO THE PRIMARY CONTRACTOR (GC) AND THE MODIFICATION WORK ENVIRONMENT AS SUCH A PRIMARY CONTRACTOR (GC) IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT.

   j. THE "IN-R INSPECTOR SHALL BE RESPONSIBLE TO THE PRIMARY CONTRACTOR (GC) AND THE MODIFICATION WORK ENVIRONMENT AS SUCH A PRIMARY CONTRACTOR (GC) IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT.

   k. THE "IN-R INSPECTOR SHALL BE RESPONSIBLE TO THE PRIMARY CONTRACTOR (GC) AND THE MODIFICATION WORK ENVIRONMENT AS SUCH A PRIMARY CONTRACTOR (GC) IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT IS RECOGNIZED AS A PRIMARY CONTRACTOR (GC) AS WELL AS THE MODIFICATION WORK ENVIRONMENT.

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BOLT-TIGHTENING PROCEDURE

1. ALL BOLTED CONNECTIONS SHALL BE TIGHTENED TO THE SPECIFIED DESIGN STRESS LEVEL.

2. ALL CONNECTIONS SHALL BE TIGHTENED TO THE FULL DESIGN STRESS LEVEL.

3. ALL CONNECTIONS SHALL BE TIGHTENED TO THE FULL DESIGN STRESS LEVEL.

4. ALL CONNECTIONS SHALL BE TIGHTENED TO THE FULL DESIGN STRESS LEVEL.

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50. ALL CONNECTIONS SHALL BE TIGHTENED TO THE FULL DESIGN STRESS LEVEL.
NOTE:
1. DIMENSIONS ARE APPROXIMATE.

MODIFICATION SCHEDULE

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<th>ELEVATION (FT)</th>
<th>MODIFICATION</th>
<th>REFERENCE SHEET</th>
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<tr>
<td>1-5.0</td>
<td>HIDER KIT (CONNECTS Y/N RR-30-36)</td>
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<td>1-5.0</td>
<td>(3) WIRING PIPE 3 STD (SCH. 40), 6'-0&quot; LONG, ASB #8</td>
<td>S-4, S-6</td>
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<tr>
<td>1-5.0</td>
<td>(6) CROSSOVER KIT (9/2 S/D - U)</td>
<td>S-4, S-6</td>
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</tbody>
</table>

PRIOR TO FABRICATION AND INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL LENGTH AND QUANTITIES GIVEN. LENGTHS AND QUANTITIES GIVEN ARE FOR QUOTING PURPOSES ONLY, AND SHALL NOT BE USED FOR FABRICATION.

NOTE:
1. DIMENSIONS ARE APPROXIMATE.
Date: March 12, 2020

Timothy Liebrock  
Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317

Vertical Structures, Inc.  
309 Spangler Drive, Suite E  
Richmond, KY 40475  
(859) 624-8360

Subject: Structural Analysis Report

Carrier Designation: AT&T Mobility Co-locate  
Carrier Site Number: KSL05147  
Carrier Site Name: IRA Stein Property

Crown Castle Designation:  
Crown Castle BU Number: 877796  
Crown Castle Site Name: Ira Stein Property  
Crown Castle JDE Job Number: 596655  
Crown Castle Work Order Number: 1830524  
Crown Castle Order Number: 509632 Rev. 2

Engineering Firm Designation: Vertical Structures, Inc. Project Number: 2020-003-009

Site Data:  
5290 West 135th Street, Leawood, KS, Johnson County  
Latitude 38° 53’ 8.8”’, Longitude -94° 38’ 47.4”’  
169.663 Foot - Monopole Tower

Dear Timothy Liebrock,

Vertical Structures, Inc. is pleased to submit this “Structural Analysis Report” to determine the structural integrity of the above mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

LC7: Proposed Equipment Configuration Sufficient Capacity

This analysis utilizes an ultimate 3-second gust wind speed of 115 mph as required by the 2012 International Building Code. Applicable Standard references and design criteria are listed in Section 2 – Analysis Criteria.

We at Vertical Structures, Inc. appreciate the opportunity of providing our continuing professional services to you and Crown Castle. If you have any questions or need further assistance on this or any other projects please give us a call.

Respectfully submitted by:

[Signature]

Craig Aseltine, P.E.  
Project Engineer

MAR 12 2020
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Craig Aseltyne, P.E.
Project Engineer
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1) INTRODUCTION

This tower is a 169.663 ft Monopole tower designed by EEI.

The tower foundation was modified per reinforcement drawings prepared by B&T Engineering in October of 2011. Reinforcement consisted of installing additional rebar into the drilled pier.

2) ANALYSIS CRITERIA

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<td>Service Wind Speed:</td>
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Table 1 - Proposed Equipment Configuration

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<th>Center Line Elevation (ft)</th>
<th>Number of Antennas</th>
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3) ANALYSIS PROCEDURE

Table 3 - Documents Provided

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<th>Document</th>
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<td>AT&amp;T Mobility Co-Locate Revision #2</td>
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<td>Foundation Drawing</td>
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<td>B+T Engineering Project No. 78093.002</td>
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<td>B+T Group Project No. 78093.004</td>
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3.1) Analysis Method

tnxTower (version 8.0.5.0), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A. When applicable, Crown Castle has calculated and provided the effective area for panel antennas using approved methods following the intent of the TIA-222 standard.

3.2) Assumptions

1) Tower and structures were maintained in accordance with the TIA-222 standard.
2) The configuration of antennas, transmission cables, mounts and other appurtenances are as specified in Tables 1 and 2 and the referenced drawings.

This analysis may be affected if any assumptions are not valid or have been made in error. Vertical Structures, Inc. should be notified to determine the effect on the structural integrity of the tower.
4) ANALYSIS RESULTS

Table 4 - Section Capacity (Summary)

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Elevation (ft)</th>
<th>Component Type</th>
<th>Size</th>
<th>Critical Element</th>
<th>P (lb)</th>
<th>SF*P_allow (lb)</th>
<th>% Capacity</th>
<th>Pass / Fail</th>
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<tr>
<td>L1</td>
<td>169.663 - 117.681</td>
<td>Pole</td>
<td>TP29.6996x18x0.25</td>
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<td>1409309.94</td>
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<tr>
<td>L2</td>
<td>117.681 - 74.1134</td>
<td>Pole</td>
<td>TP38.8186x28.2513x0.375</td>
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<td>L3</td>
<td>74.1134 - 34.616</td>
<td>Pole</td>
<td>TP46.7708x36.885x0.4375</td>
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<td>-45596.90</td>
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Summary

Pole (L4) 85.1 Pass

Table 5 - Tower Component Stresses vs. Capacity – LC7

<table>
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<tr>
<th>Notes</th>
<th>Component</th>
<th>Elevation (ft)</th>
<th>% Capacity</th>
<th>Pass / Fail</th>
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<td>Base Foundation Soil Interaction</td>
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<td>12.2</td>
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</table>

Structure Rating (max from all components) = 85.1%

Notes:
1) See additional documentation in “Appendix C – Additional Calculations” for calculations supporting the % capacity.
2) The existing structure load modification factors, Kes, from TIA-222-H Annex S were considered in this analysis.
3) A demand-capacity ratio of 1.05 was used in this analysis as allowed by TIA-222-H.

4.1) Recommendations

The tower and its foundation have sufficient capacity to carry the proposed load configuration. No modifications are required at this time.
APPENDIX A

TNXTOWER OUTPUT
1. Tower is located in Johnson County, Kansas.
2. Tower designed for Exposure C to the TIA-222-H Standard.
3. Tower designed for a 115 mph basic wind in accordance with the TIA-222-H Standard.
4. Tower is also designed for a 40 mph basic wind with 2.00 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Risk Category II.
7. Topographic Category 1 with Crest Height of 0.00 ft.
8. The existing structure load modification factors, Kes, from TIA-222-H Annex S were considered in this analysis.
9. A demand-capacity ratio of 1.05 was used in this analysis as allowed by TIA-222-H.
10. TOWER RATING: 85.1%
The tower is a monopole.
This tower is designed using the TIA-222-H standard.
The following design criteria apply:
- Tower is located in Johnson County, Kansas.
- Tower base elevation above sea level: 971.00 ft.
- Basic wind speed of 115 mph.
- Risk Category II.
- Exposure Category C.
- Simplified Topographic Factor Procedure for wind speed-up calculations is used.
- Topographic Category: 1.
- Crest Height: 0.00 ft.
- Nominal ice thickness of 2.0000 in.
- Ice thickness is considered to increase with height.
- Ice density of 56 pcf.
- A wind speed of 40 mph is used in combination with ice.
- Temperature drop of 50 °F.
- Deflections calculated using a wind speed of 60 mph.
- The existing structure load modification factors, Kes, from TIA-222-H Annex S were considered in this analysis.
- A demand-capacity ratio of 1.05 was used in this analysis as allowed by TIA-222-H.
- A non-linear (P-delta) analysis was used.
- Pressures are calculated at each section.
- Stress ratio used in pole design is 1.05.
- Tower analysis based on target reliabilities in accordance with Annex S.
- Load Modification Factors used: \( K_e(F_w) = 0.95, K_e(t_i) = 0.85 \).
- Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

### Options

- Consider Moments - Legs
- Consider Moments - Horizontals
- Consider Moments - Diagonals
- Use Moment Magnification
- Use Code Stress Ratios
- Use Code Safety Factors - Guys
- Escalate Ice
- Always Use Max Kz
- Use Special Wind Profile
- Include Bolts In Member Capacity
- Leg Bolts Are At Top Of Section
- Secondary Horizontal Braces Leg
- Use Diamond Inner Bracing (4 Sided)
- SR Members Have Cut Ends
- SR Members Are Concentric

<table>
<thead>
<tr>
<th>Distribute Leg Loads As Uniform</th>
<th>Assume Legs Pinned</th>
<th>Assume Rigid Index Plate</th>
<th>Use Clear Spans For Wind Area</th>
<th>Use Clear Spans For KL/r</th>
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<tbody>
<tr>
<td>Retension Guys To Initial Tension</td>
<td>Bypass Mast Stability Checks</td>
<td>Use Azimuth Dish Coefficients</td>
<td>Project Wind Area of Apprt.</td>
<td>AutoCalc Torque Arm Areas</td>
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<tr>
<td>Sort Capacity Reports By Component</td>
<td>Triangulate Diamond Inner Bracing</td>
<td>Treat Feed Line Bundles As Cylinder</td>
<td>Ignore KL/ry For 60 Deg. Angle Legs</td>
<td></td>
</tr>
</tbody>
</table>

- Use ASCE 10 X-Brace Ly Rules
- Calculate Redundant Bracing Forces
- Ignore Redundant Members in FEA
- SR Leg Bolts Resist Compression
- All Leg Panels Have Same Allowable
- Offset Girt At Foundation
- Consider Feed Line Torque
- Include Angle Block Shear Check
- Use TIA-222-H Bracing Resist. Exemption
- Use TIA-222-H Tension Splice Exemption

- Include Shear-Torsion Interaction
- Always Use Sub-Critical Flow
- Use Top Mounted Sockets
- Pole Without Linear Attachments
- Pole With Shroud Or No Appurtenances
- Outside and Inside Corner Radii Are Known
### Tapered Pole Section Geometry

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<tr>
<th>Section</th>
<th>Elevation</th>
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<th>Splice Length</th>
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<th>Top Diameter</th>
<th>Bottom Diameter</th>
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### Tapered Pole Properties

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<th>J</th>
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### Feed Line/Linear Appurtenances - Entered As Area

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Feed Line/Linear Appurtenances Section Areas

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Feed Line/Linear Appurtenances Section Areas - With Ice

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Note: For pole sections, center of pressure calculations do not consider feed line shielding.

Shielding Factor Ka
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<th>Ratio Pn</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>169.663 - 117.681 (1)</td>
<td>TP29.696x18x0.25</td>
<td>51.98</td>
<td>0.00</td>
<td>0.0</td>
<td>22.9435</td>
<td>-20567.20</td>
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<tr>
<td>L2</td>
<td>117.681 - 74.1134 (2)</td>
<td>TP38.8186x28.2513x0.375</td>
<td>47.78</td>
<td>0.00</td>
<td>0.0</td>
<td>44.9915</td>
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<tr>
<td>L3</td>
<td>74.1134 - 34.616 (3)</td>
<td>TP46.7708x36.885x0.4375</td>
<td>44.85</td>
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<tr>
<td>L4</td>
<td>34.616 - 0 (4)</td>
<td>TP53.5x44.4969x0.4688</td>
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#### Pole Bending Design Data

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Elevation</th>
<th>Size</th>
<th>Meas</th>
<th>φMeas</th>
<th>Ratio Meas</th>
<th>Mw</th>
<th>φMw</th>
<th>Ratio Mw</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>169.663 - 117.681 (1)</td>
<td>TP29.696x18x0.25</td>
<td>649255.00</td>
<td>869266.67</td>
<td>0.747</td>
<td>0.00</td>
<td>869266.67</td>
<td>0.000</td>
</tr>
<tr>
<td>L2</td>
<td>117.681 - 74.1134 (2)</td>
<td>TP38.8186x28.2513x0.375</td>
<td>1977616.67</td>
<td>2356883.33</td>
<td>0.839</td>
<td>0.00</td>
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<td>0.000</td>
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<tr>
<td>L3</td>
<td>74.1134 - 34.616 (3)</td>
<td>TP46.7708x36.885x0.4375</td>
<td>3358133.33</td>
<td>3949416.67</td>
<td>0.850</td>
<td>0.00</td>
<td>3949416.67</td>
<td>0.000</td>
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</table>
### Pole Shear Design Data

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Elevation</th>
<th>Size</th>
<th>Actual $V_s$ lb</th>
<th>$\phi V_s$</th>
<th>Ratio $V_s$</th>
<th>Actual $T_s$ lb-ft</th>
<th>$\phi T_s$</th>
<th>Ratio $T_s$</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>169.663 - 117.681 (1)</td>
<td>TP29.699x18x0.25</td>
<td>26551.50</td>
<td>402659.00</td>
<td>0.066</td>
<td>1404.92</td>
<td>1009491.67</td>
<td>0.001</td>
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<tr>
<td>L2</td>
<td>117.681 - 74.1134 (2)</td>
<td>TP38.818x28.2513x0.375</td>
<td>33868.40</td>
<td>789601.00</td>
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<tr>
<td>L3</td>
<td>74.1134 - 34.616 (3)</td>
<td>TP46.7708x36.885x0.4375</td>
<td>37721.50</td>
<td>1110940.00</td>
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<tr>
<td>L4</td>
<td>34.616 - 0 (4)</td>
<td>TP53.5x44.4969x0.4688</td>
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### Pole Interaction Design Data

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Elevation</th>
<th>Ratio $P_s$ $\phi P_s$</th>
<th>Ratio $M_{sx}$ $\phi M_{sx}$</th>
<th>Ratio $M_{my}$ $\phi M_{my}$</th>
<th>Ratio $V_s$ $\phi V_s$</th>
<th>Ratio $T_s$ $\phi T_s$</th>
<th>Comb. Stress Ratio</th>
<th>Allow. Stress Ratio</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>169.663 - 117.681 (1)</td>
<td>0.015</td>
<td>0.747</td>
<td>0.000</td>
<td>0.066</td>
<td>0.001</td>
<td>0.767</td>
<td>1.050</td>
<td>4.8.2</td>
</tr>
<tr>
<td>L2</td>
<td>117.681 - 74.1134 (2)</td>
<td>0.013</td>
<td>0.839</td>
<td>0.000</td>
<td>0.043</td>
<td>0.001</td>
<td>0.853</td>
<td>1.050</td>
<td>4.8.2</td>
</tr>
<tr>
<td>L3</td>
<td>74.1134 - 34.616 (3)</td>
<td>0.012</td>
<td>0.850</td>
<td>0.000</td>
<td>0.034</td>
<td>0.000</td>
<td>0.864</td>
<td>1.050</td>
<td>4.8.2</td>
</tr>
<tr>
<td>L4</td>
<td>34.616 - 0 (4)</td>
<td>0.013</td>
<td>0.879</td>
<td>0.000</td>
<td>0.029</td>
<td>0.000</td>
<td>0.893</td>
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</table>

### Section Capacity Table

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Elevation ft</th>
<th>Component Type</th>
<th>Size</th>
<th>Critical Element</th>
<th>P lb</th>
<th>$\phi P_{allow}$ lb</th>
<th>% Capacity</th>
<th>Pass Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>169.663 - 117.681</td>
<td>Pole</td>
<td>TP29.6996x18x0.25</td>
<td>1</td>
<td>-20567.20</td>
<td>1409309.94</td>
<td>73.0</td>
<td>Pass</td>
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<tr>
<td>L2</td>
<td>117.681 - 74.1134</td>
<td>Pole</td>
<td>TP38.8186x28.2513x0.375</td>
<td>2</td>
<td>-32920.00</td>
<td>2763599.87</td>
<td>81.3</td>
<td>Pass</td>
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<tr>
<td>L3</td>
<td>74.1134 - 34.616</td>
<td>Pole</td>
<td>TP46.7708x36.885x0.4375</td>
<td>3</td>
<td>-45596.90</td>
<td>3888286.32</td>
<td>82.3</td>
<td>Pass</td>
</tr>
<tr>
<td>L4</td>
<td>34.616 - 0</td>
<td>Pole</td>
<td>TP53.5x44.4969x0.4688</td>
<td>4</td>
<td>-62219.00</td>
<td>4916708.78</td>
<td>85.1</td>
<td>Pass</td>
</tr>
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</table>

**Summary**

- Pole (L4): 85.1, Pass
- **RATING = 85.1** Pass
<table>
<thead>
<tr>
<th>Job</th>
<th>Ira Stein Property, KS BU#877796</th>
<th>Page</th>
<th>15 of 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>Vertical Structures Job No. 2020-003-009</td>
<td>Date</td>
<td>15:14:37 03/12/20</td>
</tr>
<tr>
<td>Client</td>
<td>Crown Castle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designed by</td>
<td>Asel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX B

BASE LEVEL DRAWING
APPENDIX C

ADDITIONAL CALCULATIONS
**Monopole Base Plate Connection**

### Site Info

<table>
<thead>
<tr>
<th>BU #</th>
<th>877796</th>
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<tbody>
<tr>
<td>Name</td>
<td>Ira Stein Property, KS</td>
</tr>
<tr>
<td>Order #</td>
<td>509632, Rev. 2</td>
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</table>

### Analysis Considerations

<table>
<thead>
<tr>
<th>TIA-222 Revision</th>
<th>H</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grout Considered</td>
<td>No</td>
</tr>
<tr>
<td>Lw (in)</td>
<td>0.75</td>
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### Applied Loads

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Moment (kip-ft)</td>
<td>4976.33</td>
</tr>
<tr>
<td>Axial Force (kips)</td>
<td>62.25</td>
</tr>
<tr>
<td>Shear Force (kips)</td>
<td>40.97</td>
</tr>
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</table>

* TIA-222-H Section 15.5 Applied

### Connection Properties

**Anchor Rod Data**

- (20) 2-1/4" ø bolts (A615-75 N; Fy=75 ksi, Fu=100 ksi) on 62" BC
- Anchor Spacing: 6 in

**Base Plate Data**

67.5" OD x 2.5" Plate (A871-60; Fy=60 ksi, Fu=75 ksi)

**Stiffener Data**

N/A

**Pole Data**

53.5" x 0.46875" 12-sided pole (A572-65; Fy=65 ksi, Fu=80 ksi)

### Analysis Results

<table>
<thead>
<tr>
<th>Anchor Rod Summary</th>
<th>(units of kips, kip-in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pu_c = 195.64</td>
<td>φPn_c = 268.39</td>
</tr>
<tr>
<td>Vu = 2.05</td>
<td>φVn = 120.77</td>
</tr>
<tr>
<td>Mu = n/a</td>
<td>φMn = n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stress Rating</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>69.5%</td>
</tr>
<tr>
<td></td>
<td>Pass</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Base Plate Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Stress (ksi):  44.96</td>
</tr>
<tr>
<td>Allowable Stress (ksi): 54</td>
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<tr>
<td>Stress Rating:       79.3%</td>
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</table>

<table>
<thead>
<tr>
<th>Flexural</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pass</td>
</tr>
</tbody>
</table>

Analysis Date: 3/12/2020
Drilled Pier Foundation

**BU #:** 877796
**Site Name:** Ira Stein Property, KS
**Order Number:** 509632, Rev. 2

<table>
<thead>
<tr>
<th>TIA-222 Revision:</th>
<th>H</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tower Type:</td>
<td>Monopole</td>
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</tbody>
</table>

### Analysis Results

<table>
<thead>
<tr>
<th>Soil Lateral Capacity</th>
<th>Compression</th>
<th>Uplift</th>
</tr>
</thead>
<tbody>
<tr>
<td>$D_{max}$ (ft from TOC)</td>
<td>9.95</td>
<td>-</td>
</tr>
<tr>
<td>Soil Safety Factor</td>
<td>19.04</td>
<td>-</td>
</tr>
<tr>
<td>Max Moment (kip-ft)</td>
<td>5379.59</td>
<td>-</td>
</tr>
<tr>
<td>Rating*</td>
<td>6.7%</td>
<td>-</td>
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</table>

<table>
<thead>
<tr>
<th>Soil Vertical Capacity</th>
<th>Compression</th>
<th>Uplift</th>
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<tbody>
<tr>
<td>Skin Friction (kips)</td>
<td>2117.28</td>
<td>-</td>
</tr>
<tr>
<td>End Bearing (kips)</td>
<td>288.63</td>
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</tr>
<tr>
<td>Weight of Concrete (kips)</td>
<td>256.31</td>
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<tr>
<td>Total Capacity (kips)</td>
<td>2405.92</td>
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<tr>
<td>Axial (kips)</td>
<td>308.56</td>
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<tr>
<td>Rating*</td>
<td>12.2%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Reinforced Concrete Capacity</th>
<th>Compression</th>
<th>Uplift</th>
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</thead>
<tbody>
<tr>
<td>Critical Depth (ft from TOC)</td>
<td>10.21</td>
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</tr>
<tr>
<td>Critical Moment (kip-ft)</td>
<td>5378.61</td>
<td>-</td>
</tr>
<tr>
<td>Critical Moment Capacity</td>
<td>6722.83</td>
<td>-</td>
</tr>
<tr>
<td>Rating*</td>
<td>76.2%</td>
<td>-</td>
</tr>
</tbody>
</table>

| Soil Interaction Rating* | 12.2% |
| Structural Foundation Rating* | 76.2% |

### Check Limitation

- **Apply TIA-222-H Section 15.5:** Yes
- **N/A:** No

### Material Properties

- **Concrete Strength, f'c:** 4 ksi
- **Rebar Strength, f_y:** 60 ksi

### Pier Design Data

- **Depth:** 36 ft
- **Ext. Above Grade:** 1 ft

#### Pier Section 1

- **From 1' above grade to 23.4' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5
  - **Rebar Quantity:** 6
  - **Rebar Size:** 11
  - **Rebar Cage Diameter:** 70.25 in

#### Pier Section 2

- **From 23.4' below grade to 36' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5

*Rating per TIA-222-H Section 15.5*

### Pier Design Data

<table>
<thead>
<tr>
<th>Pier Design Data</th>
<th>Pier Section 1</th>
<th>Pier Section 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pier Diameter</td>
<td>7 ft</td>
<td>7 ft</td>
</tr>
<tr>
<td>Rebar Quantity</td>
<td>21</td>
<td>21</td>
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<tr>
<td>Rebar Size</td>
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<td>11</td>
</tr>
<tr>
<td>Clear Cover to Ties</td>
<td>3 in</td>
<td>3 in</td>
</tr>
<tr>
<td>Tie Size</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

### Pier Design Data

- **Depth:** 36 ft
- **Ext. Above Grade:** 1 ft

#### Pier Section 1

- **From 1' above grade to 23.4' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5

#### Pier Section 2

- **From 23.4' below grade to 36' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5

### Pier Design Data

- **Depth:** 36 ft
- **Ext. Above Grade:** 1 ft

#### Pier Section 1

- **From 1' above grade to 23.4' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5

#### Pier Section 2

- **From 23.4' below grade to 36' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5

*Rating per TIA-222-H Section 15.5*

### Pier Design Data

- **Depth:** 36 ft
- **Ext. Above Grade:** 1 ft

#### Pier Section 1

- **From 1' above grade to 23.4' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5

#### Pier Section 2

- **From 23.4' below grade to 36' below grade**
  - **Pier Diameter:** 7 ft
  - **Rebar Quantity:** 21
  - **Rebar Size:** 11
  - **Clear Cover to Ties:** 3 in
  - **Tie Size:** 5

*Rating per TIA-222-H Section 15.5*
Address: No Address at This Location
Standard: ASCE/SEI 7-10
Risk Category: II
Soil Class: B - Rock
Elevation: 971.36 ft (NAVD 88)
Latitude: 38.885778
Longitude: -94.6465

Wind

Results:
- Wind Speed: 115 Vmph
- 10-year MRI: 76 Vmph
- 25-year MRI: 84 Vmph
- 50-year MRI: 90 Vmph
- 100-year MRI: 96 Vmph

Data Source: ASCE/SEI 7-10, Fig. 26.5-1A and Figs. CC-1–CC-4, incorporating errata of March 12, 2014

Date Accessed: Tue Aug 14 2018

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-10 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Mountainous terrain, gorges, ocean promontories, and special wind regions should be examined for unusual wind conditions.
Seismic

Site Soil Class: B - Rock

Results:

\[ S_S : 0.112 \]
\[ S_1 : 0.065 \]
\[ F_a : 1.000 \]
\[ F_v : 1.000 \]
\[ S_{MS} : 0.112 \]
\[ S_{MI} : 0.065 \]
\[ S_{DS} : 0.075 \]
\[ S_{D1} : 0.043 \]
\[ T_L : 12.000 \]
\[ PGA : 0.054 \]
\[ I_e : 1 \]
\[ PGA_M : 0.054 \]
\[ F_{PGA} : 1.000 \]

Seismic Design Category A

Data Accessed: Tue Aug 14 2018
USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.
Ice

Results:

| Ice Thickness: | 1.00 in. |
| Concurrent Temperature: | 5 F |
| Gust Speed: | 40 mph |

Data Source: Standard ASCE/SEI 7-10, Figs. 10-2 through 10-8

Date Accessed: Tue Aug 14 2018

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 50-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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https://asce7hazardtool.online/
RESOLUTION NO. _____

RESOLUTION APPROVING AN ELIGIBLE FACILITIES REQUEST FOR THE REPLACEMENT OF ANTENNAE AND THE REPLACEMENT AND ADDITION OF ASSOCIATED EQUIPMENT AT THE IRA STEIN CELL TOWER FOR AT&T, LOCATED NORTH OF 135TH STREET AND EAST OF NALL AVENUE (PC CASE 55-20)

WHEREAS, AT&T desires to replace antennae and to replace and add associated equipment on an existing wireless facility;

WHEREAS, the continuing use of this equipment will not constitute a “substantial change” as that term is defined in Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 or as defined in Section 16-4-12.3A of the Leawood Development Ordinance; and

WHEREAS, AT&T has submitted the required application with the required information.

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

SECTION ONE: The Governing Body hereby approves AT&T’s eligible facilities request to modify equipment at the Ira Stein Cell Tower for AT&T, located north of 135th Street and East of Nall Avenue, per the application submitted to the City on June 11, 2020.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3rd day of August, 2020.

APPROVED by the Mayor this 3rd day of August, 2020.

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Kelly L. Varner, City Clerk

APPROVED AS TO FORM:

Marcia L. Knight, Assistant City Attorney
## DISCUSSION

The attached document and Resolution outlines the projects Leawood is requesting funding for under the Johnson County CARS Program.

Typically we receive funding for the first priority project in each year. The County only commits to funding of the upcoming year. The projects listed in the out years are included to provide information to the County on future projects.

The Board of Commissioners will determine how much the CARS program will be reduced later this year due to the COVID-19 pandemic. The CARS program is currently funded through a combination of Johnson County’s share of the State of Kansas’ Special City County Highway Fund (the “gas tax”) and the county’s general revenue.

It is the recommendation of the Public Works Department that the City Council approves the Resolution and authorizes the Mayor to sign so that this information may be forwarded to the County.

David Ley, P.E.
Director of Public Works

## COUNCIL ACTION TO BE TAKEN

- Approve Resolution for CARS Program

## STAFF RECOMMENDATION

- For
- Against
- No position

## COMMITTEE RECOMMENDATION

- For
- Against
- No position

- No Assignment

## POLICY OR PROGRAM CHANGE

- No
- Yes

## OPERATIONAL IMPACT

## COSTS

see attached

## FUND SOURCES

CARS Funding / Leawood C.I.P. Programs
RESOLUTION NO. ___________________

RESOLUTION REQUESTING JOHNSON COUNTY, KANSAS TO PARTICIPATE IN THE CITY OF LEAWOOD’S FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM THROUGH THE 2021-2025 COUNTY ASSISTANCE ROAD SYSTEM [CARS] PROGRAM

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 Assistance Road System.

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

SECTION ONE: That the five-year road and bridge program, attached hereto as Exhibit “A” and incorporated herein by reference as if fully set out, be submitted to Johnson County, Kansas, for CARS Program funding consideration in accordance with the County’s CARS Policies and Procedures.

SECTION TWO: This resolution will become effective upon passage.

PASSED by the Governing Body this 3rd of August, 2020.

APPROVED by the Mayor this 3rd of August, 2020.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Kelly Varner, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney
## County Assistance Road System
### 2021-2025 Program Summary Sheet

**Participating City: Leawood**

<table>
<thead>
<tr>
<th>Priority</th>
<th>Project Location</th>
<th>Proposed Start/Finish</th>
<th>Project Type</th>
<th>CARS Route Classification</th>
<th>CARS Program Funding Request</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 1</td>
<td>Kenneth Road/State Line Road (135th to 143rd)</td>
<td>May-21</td>
<td>Maintenance</td>
<td>X</td>
<td>$345,620.03</td>
<td>$691,240.00</td>
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<td>Sep-21</td>
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<tr>
<td>2021 2</td>
<td>State Line Road (92nd to 103rd)</td>
<td>May-22</td>
<td>Route Enhancement</td>
<td>X</td>
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<td>$803,000.00</td>
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<td>Sep-22</td>
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<tr>
<td>2022 1</td>
<td>Mission Road (127th to 135th)</td>
<td>Mar-22</td>
<td>Maintenance</td>
<td>X</td>
<td>$1,110,000.00</td>
<td>$2,220,000.00</td>
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<td>Oct-22</td>
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<tr>
<td>2022 2</td>
<td>Lee Boulevard (Somerset to 83rd)</td>
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<td>Maintenance</td>
<td>X</td>
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<td>2023 1</td>
<td>Tomahawk Creek Pkwy (College to Roe)</td>
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<td>Maintenance</td>
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<td>Sep-23</td>
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<td>2024 1</td>
<td>103rd Street (Mission to State Line)</td>
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<td>Maintenance</td>
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<td>Aug-23</td>
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<td>2025 1</td>
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*Projects administered by Others*

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<th></th>
<th>Total</th>
<th>$6,107,120.00</th>
<th>$12,264,240.00</th>
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**Total**
Staff Review
Fact Sheet

SUBJECT: APPROVE THE PURCHASE OF CITY EQUIPMENT FROM KANSAS CITY FREIGHTLINER AUGUST 3, 2020

DISCUSSION

The Public Works Department is requesting approval to purchase a 21MY Freightliner 108SD for the Public Works Street Division. The quote/pricing attached was received from a Mid America Council of Public Procurement (MACPP) bids and is from Kansas City Freightliner Sales.

This type of truck is used by the Department in snow operations in the winter, and in other months is used by our Asphalt Division and assists in hauling mulch for the Parks Dept; to name a few uses.

Kansas City Freightliner has provided a quote to meet our Fleet specifications at a price of $91,325.00.

The Department requests the authorization of this purchase from Kansas City Freightliner for a total amount of $91,325.00 and authorize the Mayor to sign same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve purchase of equipment

STAFF RECOMMENDATION

☐ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position ☑ No Assignment

POLICY OR PROGRAM CHANGE

☐ No ☐ Yes

OPERATIONAL IMPACT

COSTS & FUND SOURCES

$91,325.00
Capital Equipment Fund 13010.33200.812000
**Kansas City Freightliner**

**City of Leawood, KS.**

**7800 NE 38th St**

**4800 Town Center Dr.**

**Kansas City, MO. 64161**

**Leawood, KS 66211**

**Lee Setser**

**aradcliff@leawood.org**

**Date:** 07/14/20

---

<table>
<thead>
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<th>Enter my order for: ('X' the following)</th>
<th>New</th>
<th>Used</th>
<th>Demo</th>
<th>Car</th>
<th>Truck</th>
<th>Trailer</th>
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<tr>
<td><strong>Year</strong></td>
<td><strong>Make</strong></td>
<td><strong>Model</strong></td>
<td><strong>Color</strong></td>
<td><strong>Stock No.</strong></td>
<td><strong>Serial No.</strong></td>
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<tr>
<td>2021</td>
<td>FREIGHTLINER 108SD</td>
<td>White</td>
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**DESCRIPTION OF UNIT(S)**

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<th>Make of Used Vehicle:</th>
<th>Year:</th>
<th>Body Type:</th>
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<table>
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<tr>
<th>Model:</th>
<th>Serial Number:</th>
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<table>
<thead>
<tr>
<th>Balance Owed To:</th>
<th>Used Vehicle Allowance:</th>
<th>Less Balance Owed:</th>
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<table>
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<tr>
<th>Net Allow. on Used Vehicle:</th>
<th>Deposit or Credit Balance:</th>
<th>Cash With Order:</th>
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<th>Total Down Payment:</th>
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<td>$91,325.00</td>
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**DESCRIPTION OF UNIT(S) - continued**

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<th>Extended Warranties Included</th>
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<tr>
<th>AT3 aftertreatment 5yrs/100,000 miles</th>
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<tbody>
<tr>
<td>Ext Tow 5yrs/ Unlimited Miles</td>
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Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WISHING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS— NOT EXPRESSLY WARRANTED OR GUARANTEED".

Purchaser by his execution of this Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

**Purchase Order Number**

**Page 1**

**Date Printed 7/14/2020 1:53 PM**
A proposal for
City of Leawood KS Public Works

Prepared by
KANSAS CITY FREIGHTLINER SALES
Lee Setser

Jul 14, 2020

21MY Freightliner 108SD
MACPP Item # 8 56,000 GVW

Rev#2 5-21-20 Add front frame ext for snow plow, Wing Plow crossmember & Stn Steel parts per Bill B.
Rev #3 7-14-20 request to change to a Cummins L9 engine per Andy Redcliff

Components shown may not reflect all spec'd options and are not to scale
## SPECIFICATION PROPOSAL

<table>
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<tr>
<th>Data Code</th>
<th>Description</th>
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<th>Weight Rear</th>
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<td>SD PRL-23D (EFF:01/21/20)</td>
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<td>DRLE-024</td>
<td>SPECPRO21 DATA RELEASE VER 024</td>
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<td><strong>Vehicle Configuration</strong></td>
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<td>001-178</td>
<td>108SD CONVENTIONAL CHASSIS</td>
<td>6,829</td>
<td>3,748</td>
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<td>004-221</td>
<td>2021 MODEL YEAR SPECIFIED</td>
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<tr>
<td>002-004</td>
<td>SET BACK AXLE - TRUCK</td>
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<tr>
<td>019-002</td>
<td>STRAIGHT TRUCK PROVISION</td>
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<tr>
<td>003-001</td>
<td>LH PRIMARY STEERING LOCATION</td>
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<td><strong>General Service</strong></td>
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<td>AA1-002</td>
<td>TRUCK CONFIGURATION</td>
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<tr>
<td>AA5-002</td>
<td>DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)</td>
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<td>A85-010</td>
<td>UTILITY/REPAIR/MAINTENANCE SERVICE</td>
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<td>A84-1GM</td>
<td>GOVERNMENT BUSINESS SEGMENT</td>
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<td>A44-010</td>
<td>DIRT/SAND/ROCK COMMODITY</td>
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<td>AA5-006</td>
<td>TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS</td>
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<td>AA5-008</td>
<td>MAXIMUM 9% EXPECTED GRADE</td>
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<td>AB5-003</td>
<td>MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE</td>
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<td>995-1A0</td>
<td>FREIGHTLINER SD VOCATIONAL WARRANTY</td>
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<td>A66-9BD</td>
<td>EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs</td>
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<tr>
<td>A68-9BD</td>
<td>EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs</td>
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<td>A69-9BD</td>
<td>EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs</td>
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<td><strong>Truck Service</strong></td>
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<td>AA9-018</td>
<td>FRONT PLOW/END DUMP BODY</td>
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Application Version 11.2.313
Data Version PRL-23D.024
MACPP-City of Leawood Ks 21/MY
108SD 58K...
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<td>A88-99D</td>
<td>EXPECTED TRUCK BODY LENGTH : 12.0 ft</td>
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<td>AF3-1H6</td>
<td>AMERICAN EQUIPMENT COMPANY</td>
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</table>

**Engine**

| 101-22U  | CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM               |              |             |

**Electronic Parameters**

| 79A-068  | 68 MPH ROAD SPEED LIMIT                                                     |              |             |
| 79B-000  | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT                         |              |             |
| 79K-007  | PTO MODE ENGINE RPM LIMIT - 1100 RPM                                        |              |             |
| 79M-001  | PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED                              |              |             |
| 79P-002  | PTO RPM WITH CRUISE SET SWITCH - 700 RPM                                    |              |             |
| 79Q-003  | PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM                                 |              |             |
| 79S-001  | PTO MODE CANCEL VEHICLE SPEED - 5 MPH                                        |              |             |
| 78U-007  | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND                                 |              |             |
| 80G-002  | PTO MINIMUM RPM - 700                                                       |              |             |
| 80J-002  | REGEN INHIBIT SPEED THRESHOLD - 5 MPH                                        |              |             |
| EB1-96A  | PASSWORD #1 : 1234                                                          |              |             |

**Engine Equipment**

<p>| 99C-017  | 2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION        |              |             |
| 99D-009  | 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 8X4 INCH LABEL ON LEFT SIDE OF HOOD) |              |             |
| 13E-001  | STANDARD OIL PAN                                                            |              |             |
| 106-001  | ENGINE MOUNTED OIL CHECK AND FILL                                          |              |             |
| 014-099  | SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER         |              |             |
| 124-1E1  | DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE |              |             |
| 292-235  | (2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370/RC, THREADED STUD BATTERIES |              |             |
| 290-017  | BATTERY BOX FRAME MOUNTED                                                   |              |             |
| 281-001  | STANDARD BATTERY JUMPERS                                                    |              |             |
| 282-001  | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB                          |              |             |</p>
<table>
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<th>Description</th>
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<td>WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN</td>
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<td>289-001</td>
<td>NON-POLISHED BATTERY BOX COVER</td>
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<td>87P-001</td>
<td>CAB AUXILIARY POWER CABLE</td>
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<td>295-029</td>
<td>POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER</td>
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<td>107-032</td>
<td>CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE</td>
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<td>152-041</td>
<td>ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM</td>
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<td>128-076</td>
<td>CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF</td>
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<td>018-1C2</td>
<td>RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE</td>
<td>30</td>
<td>25</td>
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<td>28F-002</td>
<td>ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH</td>
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<td>239-026</td>
<td>10 FOOT 06 INCH (128 INCH=0/5.9 INCH) EXHAUST SYSTEM HEIGHT</td>
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<td>STANDARD CURVE BRIGHT UPPER STACK(S)</td>
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<td>237-1CR</td>
<td>RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP</td>
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<td>23U-002</td>
<td>13 GALLON DIESEL EXHAUST FLUID TANK</td>
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<td>30N-003</td>
<td>100 PERCENT DIESEL EXHAUST FLUID FILL</td>
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<td>23Y-001</td>
<td>STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING</td>
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<td>NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER</td>
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<td>LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION</td>
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<td>43Y-001</td>
<td>STANDARD DIESEL EXHAUST FLUID TANK CAP</td>
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<td>STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD</td>
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<td>273-018</td>
<td>HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE</td>
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<td>276-001</td>
<td>AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED</td>
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<td>110-003</td>
<td>CUMMINS SPIN ON FUEL FILTER</td>
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<tr>
<td>118-008</td>
<td>COMBINATION FULL FLOW/BYPASS OIL FILTER</td>
<td></td>
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<tr>
<td>268-104</td>
<td>1115 SQUARE INCH ALUMINUM RADIATOR</td>
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</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Weight Front</td>
<td>Weight Rear</td>
</tr>
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</tr>
<tr>
<td>103-036</td>
<td>ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT</td>
<td></td>
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</tr>
<tr>
<td>171-007</td>
<td>GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT</td>
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<tr>
<td>172-001</td>
<td>CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES</td>
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<tr>
<td>270-016</td>
<td>RADIATOR DRAIN VALVE</td>
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<tr>
<td>138-011</td>
<td>PHILLIPS-TEMRO 1000 WATT/15 VOLT BLOCK HEATER</td>
<td>4</td>
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<tr>
<td>140-053</td>
<td>BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR</td>
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<tr>
<td>132-004</td>
<td>ELECTRIC GRID AIR INTAKE WARMER</td>
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<tr>
<td>155-058</td>
<td>DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH</td>
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**Transmission**

342-582 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

**Transmission Equipment**

343-513 ALLISON VOCATIONAL PACKAGE 145 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS

84B-012 ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

84C-023 PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

84D-023 SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

84E-000 PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

84F-000 SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

84G-000 PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

84H-000 SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

84N-200 FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
<table>
<thead>
<tr>
<th>Data Code</th>
<th>Description</th>
<th>Weight Front</th>
<th>Weight Rear</th>
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<tbody>
<tr>
<td>84U-000</td>
<td>DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES</td>
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<tr>
<td>84V-001</td>
<td>DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS</td>
<td></td>
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<tr>
<td>353-022</td>
<td>VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB</td>
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<tr>
<td>34C-002</td>
<td>ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB</td>
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<tr>
<td>362-823</td>
<td>CUSTOMER INSTALLED CHELSEA 280 SERIES PTO</td>
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<tr>
<td>363-002</td>
<td>PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION</td>
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<tr>
<td>341-018</td>
<td>MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN</td>
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<tr>
<td>345-003</td>
<td>PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED</td>
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<tr>
<td>97G-004</td>
<td>TRANSMISSION PROGNOSTICS - ENABLED 2013</td>
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<tr>
<td>370-015</td>
<td>WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK</td>
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<tr>
<td>348-003</td>
<td>TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK</td>
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<tr>
<td>35T-001</td>
<td>SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)</td>
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**Front Axle and Equipment**

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<tr>
<td>400-18A</td>
<td>DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPS/5.74 DROP SINGLE FRONT AXLE</td>
<td>190</td>
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<tr>
<td>402-030</td>
<td>MERITOR 18.5X8 G+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES</td>
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<tr>
<td>403-002</td>
<td>NON-ASBESTOS FRONT BRAKE LINING</td>
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<tr>
<td>419-023</td>
<td>COMET CAST IRON FRONT BRAKE DRUMS</td>
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<tr>
<td>427-001</td>
<td>FRONT BRAKE DUST SHIELDS</td>
<td>5</td>
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<tr>
<td>405-006</td>
<td>FRONT OIL SEALS</td>
<td></td>
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<tr>
<td>408-001</td>
<td>VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL</td>
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<tr>
<td>418-022</td>
<td>STANDARD SPINDLE NUTS FOR ALL AXLES</td>
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<tr>
<td>405-002</td>
<td>MERITOR AUTOMATIC FRONT SLACK ADJUSTERS</td>
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<tr>
<td>406-001</td>
<td>STANDARD KING PIN BUSHINGS</td>
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<tr>
<td>538-012</td>
<td>TRW TAS-85 POWER STEERING</td>
<td>40</td>
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<tr>
<td>539-003</td>
<td>POWER STEERING PUMP</td>
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<td>Data Code</td>
<td>Description</td>
<td>Weight Front</td>
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<tr>
<td>534-015</td>
<td>2 QUART SEE THROUGH POWER STEERING RESERVOIR</td>
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<tr>
<td>40T-002</td>
<td>CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE</td>
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<tr>
<td></td>
<td><strong>Front Suspension</strong></td>
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<tr>
<td>820-005</td>
<td>18,000# FLAT LEAF FRONT SUSPENSION</td>
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<tr>
<td>619-004</td>
<td>GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION</td>
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<tr>
<td>62G-998</td>
<td>NO FRONT SUSPENSION OPTIONS</td>
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<tr>
<td>410-001</td>
<td>FRONT SHOCK ABSORBERS</td>
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<td></td>
<td><strong>Rear Axle and Equipment</strong></td>
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<tr>
<td>420-1K3</td>
<td>MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE</td>
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<tr>
<td>421-529</td>
<td>5.29 REAR AXLE RATIO</td>
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<tr>
<td>424-003</td>
<td>IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING</td>
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<tr>
<td>386-073</td>
<td>MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES</td>
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<tr>
<td>388-073</td>
<td>MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES</td>
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<tr>
<td>878-019</td>
<td>(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES</td>
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<tr>
<td>87A-001</td>
<td>BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF</td>
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<tr>
<td>423-020</td>
<td>MERITOR 18.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES</td>
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<tr>
<td>433-002</td>
<td>NON-ASBESTOS REAR BRAKE LINING</td>
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<tr>
<td>434-019</td>
<td>ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY</td>
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<tr>
<td>451-001</td>
<td>CAST IRON OUTBOARD REAR BRAKE DRUMS</td>
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<tr>
<td>425-002</td>
<td>REAR BRAKE DUST SHIELDS</td>
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<tr>
<td>440-006</td>
<td>REAR OIL SEALS</td>
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<tr>
<td>426-101</td>
<td>WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS</td>
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<tr>
<td>428-003</td>
<td>HALDEX AUTOMATIC REAR SLACK ADJUSTER</td>
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<td>41T-002</td>
<td>CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE</td>
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<tr>
<td>42T-001</td>
<td>STANDARD REAR AXLE BREATHER(S)</td>
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**Rear Suspension**
<table>
<thead>
<tr>
<th>Data Code</th>
<th>Description</th>
<th>Weight Front</th>
<th>Weight Rear</th>
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<tbody>
<tr>
<td>622-1CH</td>
<td>HENDRICKSON RT403 @40,000# REAR SUSPENSION</td>
<td>750</td>
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<tr>
<td>621-016</td>
<td>HENDRICKSON RT/RT/ - 7.19&quot; SADDLE</td>
<td>50</td>
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<tr>
<td>431-001</td>
<td>STANDARD AXLE SEATS IN AXLE CLAMP GROUP</td>
<td>150</td>
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<tr>
<td>624-011</td>
<td>52 INCH AXLE SPACING</td>
<td>275</td>
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<tr>
<td>628-004</td>
<td>STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS</td>
<td>50</td>
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<tr>
<td>623-005</td>
<td>FORE/AFT CONTROL RODS</td>
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**Brake System**

<table>
<thead>
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<th>Weight Rear</th>
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<tr>
<td>490-101</td>
<td>WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH</td>
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<tr>
<td>671-001</td>
<td>REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES</td>
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<tr>
<td>904-001</td>
<td>FIBER BRAID PARKING BRAKE HOSE</td>
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<tr>
<td>412-001</td>
<td>STANDARD BRAKE SYSTEM VALVES</td>
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<tr>
<td>46D-002</td>
<td>STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM</td>
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<tr>
<td>413-002</td>
<td>STD U.S. FRONT BRAKE VALVE</td>
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<tr>
<td>432-003</td>
<td>RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE</td>
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<tr>
<td>480-009</td>
<td>BW AD-9 BRAKE LINE AIR DRYER WITH HEATER</td>
<td>20</td>
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<tr>
<td>479-015</td>
<td>AIR DRYER FRAME MOUNTED</td>
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<tr>
<td>460-001</td>
<td>STEEL AIR BRAKE RESERVOIRS</td>
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<tr>
<td>607-001</td>
<td>CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET BOTH RAILS OUTBOARD</td>
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<tr>
<td>477-006</td>
<td>BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)</td>
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**Trailer Connections**

<table>
<thead>
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<th>Data Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>296-027</td>
<td>PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE</td>
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<tr>
<td>297-001</td>
<td>SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME</td>
<td>5</td>
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<tr>
<td>335-004</td>
<td>UPGRADED CHASSIS MULTIPLEXING UNIT</td>
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**Wheelbase & Frame**

<table>
<thead>
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<th>Description</th>
<th>Weight Front</th>
<th>Weight Rear</th>
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<tbody>
<tr>
<td>545-480</td>
<td>4800MM (189 INCH) WHEELBASE</td>
<td>320</td>
<td>140</td>
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<tr>
<td>548-102</td>
<td>7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.8MM/9.437X11.13 INCH) 120KSI</td>
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<tr>
<td>Data Code</td>
<td>Description</td>
<td>Weight Front</td>
<td>Weight Rear</td>
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<tr>
<td>-----------</td>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>547-001</td>
<td>1/4 INCH (9.35MM) C-CHANNEL INNER FRAME REINFORCEMENT</td>
<td>180</td>
<td>370</td>
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<tr>
<td>548-003</td>
<td>BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW</td>
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<tr>
<td>552-006</td>
<td>1600MM (63 INCH) REAR FRAME OVERHANG</td>
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<tr>
<td>55W-006</td>
<td>FRAME OVERHANG RANGE: 61 INCH TO 70 INCH</td>
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<tr>
<td>549-002</td>
<td>24 INCH INTEGRAL FRONT FRAME EXTENSION</td>
<td>140</td>
<td>-20</td>
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<tr>
<td>AC8-99D</td>
<td>CALC/D BACK OF CAB TO REAR SUSP C/L (CA) : 123.43 in</td>
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<tr>
<td>AE8-99D</td>
<td>CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in</td>
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<tr>
<td>AE4-99D</td>
<td>CALC/D FRAME LENGTH - OVERALL : 317.12</td>
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<tr>
<td>FSS-0LH</td>
<td>CALCULATED FRAME SPACE LH SIDE : 57.53 in</td>
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<tr>
<td>FSS-0RH</td>
<td>CALCULATED FRAME SPACE RH SIDE : 172.26 in</td>
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<tr>
<td>AM8-99D</td>
<td>CALC/D SPACE AVAILABLE FOR DECKPLATE : 123.45 in</td>
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<tr>
<td>555-001</td>
<td>SQUARE END OF FRAME</td>
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<tr>
<td>550-001</td>
<td>FRONT CLOSING CROSSMEMBER</td>
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<tr>
<td>559-003</td>
<td>LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER</td>
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<tr>
<td>562-004</td>
<td>SNOWPLOW STEEL C-CHANNEL BACK OF CAB MIDSHIP #1 CROSSMEMBER</td>
<td>60</td>
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<td>572-001</td>
<td>STANDARD REARMOST CROSSMEMBER</td>
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<tr>
<td>565-002</td>
<td>'HEAVY DUTY SUSPENSION CROSSMEMBER</td>
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**Chassis Equipment**

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<tr>
<td>556-1E5</td>
<td>14 INCH PAINTED STEEL BUMPER</td>
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<td>558-001</td>
<td>FRONT TOW HOOKS - FRAME MOUNTED</td>
<td>15</td>
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<tr>
<td>574-001</td>
<td>BUMPER MOUNTING FOR SINGLE LICENSE PLATE</td>
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<tr>
<td>551-007</td>
<td>GRADE 8 THREADED HEX HEADED FRAME FASTENERS</td>
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**Fuel Tanks**

<table>
<thead>
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<th>Description</th>
<th>Weight Front</th>
<th>Weight Rear</th>
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<tbody>
<tr>
<td>204-215</td>
<td>50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH</td>
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<tr>
<td>218-005</td>
<td>RECTANGULAR FUEL TANK(S)</td>
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<tr>
<td>215-005</td>
<td>PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS</td>
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<tr>
<td>212-007</td>
<td>FUEL TANK(S) FORWARD</td>
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<tr>
<td>Data Code</td>
<td>Description</td>
<td>Weight Front</td>
<td>Weight Rear</td>
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<tr>
<td>684-001</td>
<td>PLAIN STEP FINISH</td>
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<tr>
<td>205-001</td>
<td>FUEL TANK CAP(S)</td>
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<tr>
<td>122-1H8</td>
<td>DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR</td>
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<tr>
<td>216-020</td>
<td>EQUIFLO INBOARD FUEL SYSTEM</td>
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<tr>
<td>202-016</td>
<td>HIGH TEMPERATURE REINFORCED NYLON FUEL LINE</td>
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**Tires**

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<tbody>
<tr>
<td>093-1YU</td>
<td>CONTINENTAL HAU 8 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES</td>
<td>100</td>
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<tr>
<td>094-1RB</td>
<td>CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES</td>
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<td>88</td>
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**Hubs**

<table>
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<tr>
<th>Data Code</th>
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<tr>
<td>418-060</td>
<td>CONMET PRESET PLUS PREMIUM IRON FRONT HUBS</td>
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<tr>
<td>450-080</td>
<td>CONMET PRESET PLUS PREMIUM IRON REAR HUBS</td>
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**Wheels**

<table>
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<tr>
<th>Data Code</th>
<th>Description</th>
<th>Weight Front</th>
<th>Weight Rear</th>
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<tr>
<td>502-433</td>
<td>ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS</td>
<td>66</td>
<td></td>
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<tr>
<td>505-428</td>
<td>ACCURIDE 28828 22.5X9.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS</td>
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<td></td>
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<tr>
<td>511-428</td>
<td>ACCURIDE 28828 22.5X9.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL</td>
<td>83</td>
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**Cab Exterior**

<table>
<thead>
<tr>
<th>Data Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>829-1A5</td>
<td>108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB</td>
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<tr>
<td>650-008</td>
<td>AIR CAB MOUNTING</td>
<td></td>
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<tr>
<td>648-002</td>
<td>NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE</td>
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<tr>
<td>667-037</td>
<td>SHORT FENDER WITH MUDFLAP</td>
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<tr>
<td>754-017</td>
<td>BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS</td>
<td>10</td>
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<tr>
<td>678-001</td>
<td>LH AND RH GRAB HANDLES</td>
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<tr>
<td>646-041</td>
<td>STATIONARY BLACK GRILLE</td>
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<tr>
<td>65X-004</td>
<td>BLACK HOOD MOUNTED AIR INTAKE GRILLE</td>
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<tr>
<td>644-004</td>
<td>FIBERGLASS HOOD</td>
<td></td>
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<tr>
<td>727-1AF</td>
<td>SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK</td>
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<tr>
<td>728-001</td>
<td>SINGLE ELECTRIC HORN</td>
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<tr>
<td>728-001</td>
<td>SINGLE HORN SHIELD</td>
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<tr>
<td>Data Code</td>
<td>Description</td>
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<td>-----------</td>
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</tr>
<tr>
<td>657-001</td>
<td>DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME</td>
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<tr>
<td>780-002</td>
<td>KEY QUANTITY OF 2</td>
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<tr>
<td>575-001</td>
<td>REAR LICENSE PLATE MOUNT END OF FRAME</td>
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<tr>
<td>312-088</td>
<td>HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS</td>
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<td>302-047</td>
<td>LED AERODYNAMIC MARKER LIGHTS</td>
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<td>294-001</td>
<td>INTEGRAL STOP/TAIL/BACKUP LIGHTS</td>
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<td>300-015</td>
<td>STANDARD FRONT TURN SIGNAL LAMPS</td>
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<tr>
<td>744-18G</td>
<td>DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS</td>
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<tr>
<td>797-001</td>
<td>DOOR MOUNTED MIRRORS</td>
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<tr>
<td>796-001</td>
<td>102 INCH EQUIPMENT WIDTH</td>
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<tr>
<td>743-1AP</td>
<td>LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS</td>
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<tr>
<td>729-001</td>
<td>STANDARD SIDE/REAR REFLECTORS</td>
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<tr>
<td>677-055</td>
<td>RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER</td>
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<tr>
<td>768-043</td>
<td>63X14 INCH TINTED REAR WINDOW</td>
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<tr>
<td>661-004</td>
<td>TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS</td>
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<tr>
<td>654-003</td>
<td>MANUAL DOOR WINDOW REGULATORS</td>
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<tr>
<td>663-029</td>
<td>1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD</td>
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<tr>
<td>659-007</td>
<td>8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR</td>
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**Cab Interior**

<table>
<thead>
<tr>
<th>Data Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>707-1AK</td>
<td>OPAL GRAY VINYL INTERIOR</td>
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<tr>
<td>706-013</td>
<td>MOLDED PLASTIC DOOR PANEL</td>
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<tr>
<td>706-013</td>
<td>MOLDED PLASTIC DOOR PANEL</td>
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<tr>
<td>772-006</td>
<td>BLACK MATS WITH SINGLE INSULATION</td>
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<tr>
<td>785-004</td>
<td>DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER</td>
</tr>
<tr>
<td>691-008</td>
<td>FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING</td>
</tr>
<tr>
<td>694-010</td>
<td>IN DASH STORAGE BIN</td>
</tr>
<tr>
<td>742-007</td>
<td>(2) CUP HOLDERS LH AND RH DASH</td>
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<tr>
<td>680-008</td>
<td>GRAY/CHARCOAL FLAT DASH</td>
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<td>Data Code</td>
<td>Description</td>
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<tr>
<td>-----------</td>
<td>--------------------------------------------------</td>
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<tr>
<td>860-004</td>
<td>SMART SWITCH EXPANSION MODULE</td>
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<tr>
<td>700-002</td>
<td>HEATER, DEFROSTER AND AIR CONDITIONER</td>
</tr>
<tr>
<td>701-001</td>
<td>STANDARD HVAC DUCTING</td>
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<tr>
<td>703-005</td>
<td>MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH</td>
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<tr>
<td>170-015</td>
<td>STANDARD HEATER PLUMBING</td>
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<tr>
<td>130-041</td>
<td>VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR</td>
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<tr>
<td>702-002</td>
<td>BINARY CONTROL, R-134A</td>
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<tr>
<td>739-039</td>
<td>STANDARD INSULATION</td>
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<tr>
<td>285-013</td>
<td>SOLID-STATE CIRCUIT PROTECTION AND FUSES</td>
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<tr>
<td>280-007</td>
<td>12V NEGATIVE GROUND ELECTRICAL SYSTEM</td>
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<tr>
<td>324-014</td>
<td>DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS</td>
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<tr>
<td>655-001</td>
<td>CAB DOOR LATCHES WITH MANUAL DOOR LOCKS</td>
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<tr>
<td>284-023</td>
<td>(1) 12 VOLT POWER SUPPLY IN DASH</td>
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<tr>
<td>755-1J3</td>
<td>BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION</td>
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<tr>
<td>760-1DC</td>
<td>BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT</td>
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<td>759-006</td>
<td>DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST</td>
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<tr>
<td>711-004</td>
<td>LH AND RH INTEGRAL DOOR PANEL ARMRESTS</td>
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<tr>
<td>756-036</td>
<td>VINYL WITH VINYL INSERT DRIVER SEAT</td>
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<tr>
<td>701-036</td>
<td>VINYL WITH VINYL INSERT PASSENGER SEAT</td>
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<tr>
<td>793-102</td>
<td>HIGH VISIBILITY ORANGE SEAT BELTS</td>
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<tr>
<td>532-002</td>
<td>ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN</td>
</tr>
<tr>
<td>540-015</td>
<td>4-SPOKE 18 INCH (450MM) STEERING WHEEL</td>
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<tr>
<td>765-002</td>
<td>DRIVER AND PASSENGER INTERIOR SUN VISORS</td>
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**Instruments & Controls**

<table>
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<tr>
<th>Data Code</th>
<th>Description</th>
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<tr>
<td>732-004</td>
<td>GRAY DRIVER INSTRUMENT PANEL</td>
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<td>734-004</td>
<td>GRAY CENTER INSTRUMENT PANEL</td>
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<tr>
<td>870-001</td>
<td>BLACK GAUGE BEZELS</td>
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<tr>
<td>486-001</td>
<td>LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM</td>
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<td>Data Code</td>
<td>Description</td>
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<tr>
<td>840-002</td>
<td>2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES</td>
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<tr>
<td>198-003</td>
<td>DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS</td>
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<tr>
<td>149-013</td>
<td>ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL</td>
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<tr>
<td>155-007</td>
<td>KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY</td>
</tr>
<tr>
<td>811-042</td>
<td>ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED</td>
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<tr>
<td>160-038</td>
<td>HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH</td>
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<tr>
<td>844-001</td>
<td>2 INCH ELECTRIC FUEL GAUGE</td>
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<tr>
<td>148-003</td>
<td>PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE</td>
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<tr>
<td>856-001</td>
<td>ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE</td>
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<tr>
<td>864-001</td>
<td>2 INCH TRANSMISSION OIL TEMPERATURE GAUGE</td>
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<tr>
<td>830-017</td>
<td>ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY</td>
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<td>372-051</td>
<td>CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS</td>
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<td>852-002</td>
<td>ELECTRIC ENGINE OIL PRESSURE GAUGE</td>
</tr>
<tr>
<td>746-115</td>
<td>AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939</td>
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<tr>
<td>747-001</td>
<td>DASH MOUNTED RADIO</td>
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<tr>
<td>750-002</td>
<td>(2) RADIO SPEAKERS IN CAB</td>
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<tr>
<td>753-001</td>
<td>AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF</td>
</tr>
<tr>
<td>748-006</td>
<td>POWER AND GROUND WIRING PROVISION OVERHEAD</td>
</tr>
<tr>
<td>749-016</td>
<td>C B WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION</td>
</tr>
<tr>
<td>810-027</td>
<td>ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER</td>
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<tr>
<td>817-001</td>
<td>STANDARD VEHICLE SPEED SENSOR</td>
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<tr>
<td>812-001</td>
<td>ELECTRONIC 3000 RPM TACHOMETER</td>
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<tr>
<td>162-002</td>
<td>IGNITION SWITCH CONTROLLED ENGINE STOP</td>
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<tr>
<td>Date Code</td>
<td>Description</td>
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<td>----------</td>
<td>------------------------------------------------------------------------------</td>
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<tr>
<td>81Y-001</td>
<td>PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH</td>
</tr>
<tr>
<td>836-015</td>
<td>DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY</td>
</tr>
<tr>
<td>880-008</td>
<td>SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY</td>
</tr>
<tr>
<td>304-039</td>
<td>MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS</td>
</tr>
<tr>
<td>882-009</td>
<td>ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR</td>
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<tr>
<td>299-013</td>
<td>SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE</td>
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<tr>
<td>299-039</td>
<td>INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS</td>
</tr>
</tbody>
</table>

**Design**

- 085-000 PAINT: ONE SOLID COLOR

**Color**

- 980-056 CAB COLOR A: LO006EY WHITE ELITE EY
- 985-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
- 992-972 POWDER WHITE (N006E5A) FRONT WHEELS/RIMS (PKWH21, TKWH21, W, TW)
- 996-972 POWDER WHITE (N006E5A) REAR WHEELS/RIMS (PKWH21, TKWH21, W, TW)
- 996F-972 POWDER WHITE (N006E5A) SPARE WHEEL/RIM (PKWH21, TKWH21, W, TW)
- 994-020 STANDARD BLACK BUMPER PAINT
- 995-003 STANDARD E COAT/UNDERCOATING

**Certification / Compliance**

- 999-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

**Secondary Factory Options**

- 999-052 DEALER/CUSTOMER ADVISED AND ACCEPTS BUMPER SHOULD BE REMOVED PRIOR TO RECOVERING/TOWING THE VEHICLE PER FRACAS:11887

**Raw Performance Data**
<table>
<thead>
<tr>
<th>Data Code</th>
<th>Description</th>
<th>Weight Front</th>
<th>Weight Rear</th>
<th>Total Weight</th>
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</thead>
<tbody>
<tr>
<td>AE4-99D</td>
<td>CALC'D FRAME LENGTH - OVERALL : 317.12</td>
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<tr>
<td>AE8-99D</td>
<td>CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 120.43 in</td>
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<tr>
<td>AM6-99D</td>
<td>CALC'D SPACE AVAILABLE FOR DECKPLATE: 123.45 in</td>
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</table>

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

<table>
<thead>
<tr>
<th></th>
<th>Weight Front</th>
<th>Weight Rear</th>
<th>Total Weight</th>
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</thead>
<tbody>
<tr>
<td>Factory Weight*</td>
<td>8415 lbs</td>
<td>7976 lbs</td>
<td>16393 lbs</td>
</tr>
<tr>
<td>Total Weight*</td>
<td>8415 lbs</td>
<td>7976 lbs</td>
<td>16393 lbs</td>
</tr>
</tbody>
</table>

Extended Warranty

- WAI-47H CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
- WAX-101 CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES
- WAG-014 TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $550 CAP FEX APPLIES

(*) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(**) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.
DIMENSIONS

VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545) .................................................. 1480MM (189 INCH) WHEELBASE
Rear Frame Overhang (552) ......................................... 1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (576) .............................................. NO FIFTH WHEEL LOCATION
Mounting Location (577) ................................ NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) ................................... 0
Maximum Rearward Position (in) ................................ 0
Amount of Slide Travel (in) ...................................... 0
Slide Increment (in) ............................................... 0
Desired Slide Position (in) ...................................... 0
Cab Size (629) .................................................. 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) .................................................. NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ............... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Application Version 11.2.313
Data Version PRL-230D.024
MACPF-City of Leawood Ks 21MY
108RD 59K...
<table>
<thead>
<tr>
<th>Dimensions</th>
<th>Inches</th>
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<tbody>
<tr>
<td>Bumper to Back of Cab (BBC)</td>
<td>123.3</td>
</tr>
<tr>
<td>Bumper to Centerline of Front Axle (BA)</td>
<td>67.7</td>
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<tr>
<td>Min. Cab to Body Clearance (CB)</td>
<td>3.0</td>
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<tr>
<td>Back of Cab to Centerline of Rear Axle (CA)</td>
<td>123.4</td>
</tr>
<tr>
<td>Effective Back of Cab to Centerline of Rear Axle (CA)</td>
<td>120.4</td>
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<tr>
<td>Back of Cab Frotusions (Exhaust/Intake) (CF)</td>
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<tr>
<td>Back of Cab Frotusions (Side Extenders/Trim-ab) (CF)</td>
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<tr>
<td>Back of Cab Frotusions (CN3 Tank)</td>
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<tr>
<td>Back of Cab Cowlow (CL)</td>
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<tr>
<td>Back of Cab to End of Frame</td>
<td>186.4</td>
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<tr>
<td>Cab to ght (CH)</td>
<td>13.8</td>
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<tr>
<td>Wheelbase (WH)</td>
<td>189.0</td>
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<tr>
<td>Faire Overhang (OH)</td>
<td>63.0</td>
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<tr>
<td>Overall length (OAL)</td>
<td>318.7</td>
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<tr>
<td>RearAxle Spacing</td>
<td>52.0</td>
</tr>
<tr>
<td>Unladen Frame Height at Centerline of Rear Axle</td>
<td>43.0</td>
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</tbody>
</table>

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.
SUBJECT: REQUEST TO APPROVE 1ST AND FINAL PAYMENT IN THE AMOUNT OF $2,344,479.00 TO EVERGY FOR THE UNDERGROUNDING OF POWER LINES ON MISSION ROAD FROM 119TH STREET TO 127TH STREET
August 3, 2020

DISCUSSION

The City approved a Utility Agreement with EVERGY f/k/a Kansas City Power & Light Company on July 16, 2018 to bury the overhead power lines along Mission Road from 119th Street to 127th Street at an estimated cost of $1,497,772.00.

Evergy’s work to bury their facilities began in Spring 2019 and was completed in Spring 2020. The project encountered delays due to the amount of rock that was on the project.

EVERGY has now invoiced Leawood their actual costs and the amount came to $2,344,479.00. The over-runs were due to the amount of rock encountered and the additional traffic control necessary for the extended time for construction. The agreement with Evergy states the cost in the agreement are estimated costs with the final costs dependent upon actual construction.

It is the recommendation of the Public Works Department that the City Council approves the 1st and Final Pay to EVERGY f/k/a KCP&L in the amount of $2,344,479.00.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN

Approve 1st and Final Pay Request

STAFF RECOMMENDATION

☐ For
☐ Against
☐ No position

COMMITTEE RECOMMENDATION

☐ For
☐ Against
☐ No position  ☑ No Assignment

POLICY OR PROGRAM CHANGE

☐ No
☐ Yes

OPERATIONAL IMPACT

None

COSTS

$2,344,479.00

FUND SOURCES

Project Number 82065
Remit To:
UMB - Kansas City
P. O. Box 871681
Kansas City MO 64187-1681
United States

Customer No: LEAW001215
Payment Terms: N30 DAYS
Due Date: 8/21/20

Bill To:
City of Leawood Kansas
Attn: David Ley, PE
4800 Town Center Dr
Leawood KS 66211
United States

To ensure proper credit, please Return REMITTANCE COPY with your payment.
Make Checks Payable to Evergy

For billing questions, please call 816-556-2200

<table>
<thead>
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<th>Line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mission Rd from 119th St to 127th St</td>
<td>2,344,479.00</td>
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<tr>
<td></td>
<td>Construction/Labor $2,213,759.73</td>
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<td></td>
<td>Removal #130,719.27</td>
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Subtotal: 2,344,479.00

AMOUNT DUE: 2,344,479.00 USD

* A 1.5% monthly interest charge will be assessed on amounts past due

Wire/ACH Instructions
Bank: UMB Bank
ABA NO: 101000695
Account: 9871675815
Addenda: MISAR, LEAW001215
Staff Review
Fact Sheet

SUBJECT: DECLARE SURPLUS PROPERTY
August 3, 2020

DISCUSSION
The Public Works Department requests the equipment listed below be declared as surplus property.

One (1) Kerosene Heater, City Asset #04252
One (1) pallet of building lights
One (1) Troy Built Pony Ground Tiller
Two (2) Generators, City Asset #03313 and City Asset #03315
One (1) Concrete Stinger
Three (3) Chain Saws
One (1) Concrete Saw
One (1) Compactor

The above equipment was used by our Public Works Maintenance Facility Crews and will be sold through our public auction service-Purple Wave Auctions or scrapped if in too poor condition to sell.

It is the recommendation of the Public Works Department that the Council approve the above items as surplus and authorize the Mayor to approve same.

David Ley, P.E.
Director of Public Works

COUNCIL ACTION TO BE TAKEN
Declare Equipment as Surplus Property

STAFF RECOMMENDATION
☐ For
☐ Against
☐ No position

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

POLICY OR PROGRAM CHANGE
☐ No
☐ Yes

OPERATIONAL IMPACT

COSTS
n/a

FUND SOURCES
n/a
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<th>Date:</th>
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<th>Ready to be Auctioned:</th>
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<th>3-Aug-20</th>
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<td>VIN#:</td>
<td>63997</td>
<td>City Asset No. 04252</td>
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<td>Public Works</td>
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<tr>
<td>Description:</td>
<td>Kerosene Heater</td>
<td>Dayton-100,000 BTU Model 3EZ18A / 063997</td>
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<td>Current Mileage:</td>
<td>FAIR CONDITION</td>
<td>Orange and Black-2 wheels w/ handle bars</td>
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<td>Date</td>
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<td>Department:</td>
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<td>Public Works</td>
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</tr>
<tr>
<td>Description:</td>
<td>Building Lights</td>
<td>Numerous- on Pallet</td>
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<td>Current Mileage:</td>
<td>Fair Condition-Switched to a different style</td>
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<tr>
<td>Description</td>
<td>Troy Built Pony Ground Tiller</td>
<td>Troy-Built red in color</td>
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<tr>
<td>Current Mileage</td>
<td>Does not Run</td>
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Declared Surplus: 3-Aug-20
Sale Date: tbd
Sold For: future sale or scrap
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<td>Name of Seller:</td>
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<td>Description:</td>
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<td>Power Express Onan K2100</td>
<td>Sold For:</td>
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<td>Current Mileage:</td>
<td>Fair Condition</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Date</td>
<td>7/7/2020</td>
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<tr>
<td>Department</td>
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<td>Description</td>
<td>Generator (321)</td>
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<td>Current Mileage</td>
<td>WORKS/FAIR CONDITION</td>
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<td>City Asset #03315</td>
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<td>Onan/green &amp; beige</td>
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<td>K2100 Power Express McGraw-Edison</td>
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<p>| Declared Surplus: | tbd |
| Sales Date:      | tbd |
| Sold For:        | name of seller |
| <strong>Date:</strong> | 7/10/2020 | <strong>Ready to be Auctioned:</strong> | NO | <strong>Declared</strong> Surplus: | 3-Aug-20 |
| <strong>City ID:</strong> |  | License Plate #: | n/a | <strong>Sale Date:</strong> | tbd |
| <strong>VIN#:</strong> | n/a | <strong>no number</strong> | | <strong>Sold For:</strong> | future Purple Wave |
| <strong>Department:</strong> | Public Works |  |  |  |  |
| <strong>Description:</strong> | Concrete Stinger | Northrock Pro 1.5+ |  |  |  |
| <strong>Current Mileage:</strong> | Fair Condition-WORKS |  |  |  |  |
| <strong>Date:</strong> | 070-10-2020 | <strong>Ready to be Auctioned:</strong> | NO | <strong>Declared Surplus:</strong> | 3-Aug-20 |
| <strong>City ID:</strong> | NONE | <strong>License Plate #:</strong> | n/a | <strong>Sale Date:</strong> | TBD |
| <strong>VIN#:</strong> | N/A | <strong>no asset number</strong> | | <strong>Sold For:</strong> | WILL ASK IF SALE OR TRASH |
| <strong>Department:</strong> | Public Works | | | | |
| <strong>Description:</strong> | Chain Saw-16 &quot; Bar | Stihl 028 | | | |
| <strong>Current Mileage:</strong> | Poor Condition-Broken spark plug wire/plastic around pull cord broken | | | | |</p>
<table>
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<th>Date:</th>
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<tr>
<td>Description:</td>
<td>Chain Saw-16&quot; Bar</td>
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<td>Department:</td>
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<tr>
<td>Description:</td>
<td>Chain Saw-16&quot; Bar</td>
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<td>future Purple Wave</td>
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<td>Date</td>
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<td>Surplus</td>
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<tr>
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<td>Asset # put number here</td>
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<tr>
<td>Sold For</td>
<td>name of seller</td>
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<td>Department</td>
<td>Public Works</td>
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<tr>
<td>Description</td>
<td>Concrete Saw</td>
<td>Stihl TS800</td>
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<tr>
<td>Current Mileage</td>
<td>Works-Fair Condition, Broken foot on front</td>
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<td>Date:</td>
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<td>Department:</td>
<td>Public Works</td>
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<tr>
<td>Description:</td>
<td>Compactor</td>
<td>Wacker Neuson WP1550</td>
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<td>Current Mileage:</td>
<td>Works-Fair Condition</td>
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</table>
Kelly Varner

From: Peggy Dunn
Sent: Tuesday, July 28, 2020 10:37 AM
To: Debra Filla
Cc: Scott Lambers; Andrew Osman; Kelly Varner; Richard Coleman
Subject: Re: Licensing

Hi, Debra,

I have copied Kelly and will request that she add you to our August 3rd CC agenda.

Thank you.

Peggy

Sent from my iPad

On Jul 28, 2020, at 10:20 AM, Debra Filla <debraf@leawood.org> wrote:

Peggy, on behalf of the resident below, I would like to make a council report on Monday, August 3rd and ask that the staff review our Home Occupancy Ordinance.

Just as we made adjustments for restaurants regarding outdoor seating because of Covid, perhaps this is another situation that requires rethinking

Thank you.

~debra

From: Linda Divine <lindadivine1@gmail.com>
Sent: Friday, July 24, 2020 4:53 PM
To: Debra Filla <debraf@leawood.org>
Subject: Fwd: Licensing

Linda Divine, LSCSW, LLC

Begin forwarded message:

From: Richard Coleman <richarde@leawood.org>
Date: July 23, 2020 at 2:06:59 PM CDT
To: Linda Divine <lindadivine1@gmail.com>
Subject: RE: Licensing

Ms. Devine:

I know under the current circumstances people are looking to work from home but counseling is not an allowed use. The Leawood Development Ordinance (LDO) prohibits uses not explicitly allowed. The uses shown are just a guide. Since counseling is not listed as an allowed use, it is prohibited.

16-2-3.5 Classification of Uses Not Listed

In the case where a use is not authorized on the Table of Uses, Section 16-2-7, as a permitted, planned or
special use in the applicable district, or authorized as an Accessory Use as provided in Article 4 of this Ordinance, such use shall be prohibited unless the Planning Commission determines that the proposed use is
sufficiently similar to a use expressly authorized in the applicable district and not otherwise prohibited or intended
to be prohibited by this Ordinance or other applicable regulations and such determination is approved
by the Governing Body. Except as provided in this subsection, uses not listed have been determined either
not to be appropriate in any district, incompatible with certain existing uses, or are sufficiently rare or unexpected
as to be incapable of being listed at the time of adoption of this Ordinance.

Richard Coleman
Director of Community Development

-----Original Message-----
From: Linda Divine <lindadivine1@gmail.com>
Sent: Thursday, July 23, 2020 11:47 AM
To: Richard Coleman <richardc@leawood.org>
Subject: Licensing

Dear Richard.

According to your website, you do not allow a home business for a doctor, chiropractor or hairdresser. I am a Clinical Social Worker, so I am not in any category you list as not allowed. If you allow a permit for 6 children in daycare, that would mean there would be 6 cars arriving in the am and pm. I would have approximately 4 cars daily on Somerset between Belinder and Lee Blvd.

So I do not see anything on your website that prohibits the business of Clinical Social Worker. I am due to sign a new lease soon where I currently rent an office in Corinth. I would very much like to talk to you about the possibility of a home office. I am available now until noon and from 1 - 2pm, and after 5pm. Also I have talked to the neighbor directly across from me and if this time of home business would bother her and she said no.
From: Debra Filla <debraf@leawood.org>
Date: July 28, 2020 at 5:21:54 PM CDT
To: Scott Lambers <scottl@leawood.org>, Richard Coleman <richardc@leawood.org>
Cc: Peggy Dunn <peggyd@leawood.org>, Andrew Osman <andrewo@leawood.org>, Kelly Varner <kvarner@leawood.org>
Subject: FW: Home Business

FYI. May this also be included in the packet?

Thanks!

~debr

From: Linda Divine <lindadivine1@gmail.com>
Sent: Tuesday, July 28, 2020 3:10 PM
To: Debra Filla <debraf@leawood.org>
Subject: Fwd: Home Business

Here is info from the City of Prairie Village.

Linda Divine, LSCSW, LLC

Begin forwarded message:

From: Jennifer Vermillion <jvermillion@pvkansas.com>
Date: July 28, 2020 at 3:00:44 PM CDT
To: "lindadivine1@gmail.com" <lindadivine1@gmail.com>
Cc: Adam Geffert <ageffert@pvkansas.com>
Subject: FW: Home Business

Good Afternoon,

Yes, as long as your business follows all of the City Ordinances andZoning requirements, counseling is an acceptable Home Occupation business. The primary restriction that affects this type of business is with regard to limits on the number of visits you may receive per day.
Please refer to the application itself as well as the link to business regulations on our website at the following page: https://www.pvkansas.com/business/business-licenses/home-based-business

A link to the entire Municipal Code Book is available at: https://www.pvkansas.com/governing-body/municipal-code

Please feel free to contact me if you have any further questions.

Thank You,

Jennifer Vermillion  
Prairie Village City Clerk's Office  
7700 Mission Road | Prairie Village, KS 66208  
913-385-4684 | 913-381-7755 Fax  
www.pvkansas.com

-----Original Message-----
From: Adam Geffert <ageffert@pvkansas.com>
Sent: Tuesday, July 28, 2020 2:53 PM
To: Jennifer Vermillion <jvermillion@pvkansas.com>
Subject: FW: Home Business

-----Original Message-----
From: Linda Divine <lindadivine1@gmail.com>
Sent: Tuesday, July 28, 2020 2:48 PM
To: Adam Geffert <ageffert@pvkansas.com>
Subject: Home Business

***This is an EXTERNAL email. Please use caution. DO NOT open attachments or click links in unexpected emails or from unknown senders.***

Do you allow licensure for a home business providing counseling? Thank you for your answer.

Linda Divine, LSCSW, LLC

WARNING: This email originated from an EXTERNAL SOURCE. DO NOT CLICK LINKS or ATTACHMENTS unless you recognize the sender and know the content is safe.